



December 18, 2023

Resolution No. 1, 2023

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

AUTHORIZE A CONTRACT WITH JAMES A. BRENNAN MEMORAIL HUMANE SOCIETY FOR 2024

RESOLVED, that the Mayor is hereby authorized to execute a contract, a copy of which is annexed hereto as Schedule 'A', with the James A. Brennan Memorial Humane Society, Inc., for the term commencing January 1, 2024 through December 31, 2024 for services in connection with lost, stray or homeless dogs and cats as set forth in the agreement at a yearly cost of \$8,500.00, payable monthly in the amount of \$708.33.

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 December 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

JAMES A. BRENNAN MEMORIAL HUMANE SOCIETY

CONTRACT AGREEMENT

2024

Agreement, made this first day of January 2024 by and between the City Of Johnstown a municipal corporation in and of the State of New York, hereinafter referred to as “municipality”, party of the First Part, and the James A. Brennan Memorial Humane Society, Inc., a non-profit corporation, organizes and existing under the Laws of New York, and having its principal office place of business at 437 Nine Mile Tree Road, Gloversville, NY 12078, hereinafter referred to as “Humane Society”, party of the Second Part.

ARTICLE I

Humane Society, in consideration of payment to it in the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) payable as hereinafter set forth, hereby covenants and agrees to provide the following Basic Services for the term of this Contract, which shall commence on the first day of January 2024 and continue until the 31st day of December 2024.

1. The Humane Society will also care for in its shelter, as space permits, any dog or cat suspected of rabies when ordered to do so by the Health Officer of the municipality, or agent, for such period directed by said Health Officer or Agent, but in no event shall the Humane Society keep such animal(s) any more than ten (10) calendar days. A fee of \$40.00 per day will be charged to the municipality beginning with the first day of confinement.

2. The Humane Society will provide and maintain a shelter for lost, stray or homeless dogs and cats as mandated per NYS law, which shall be in the care of competent employees. The Humane Society shall be open to the public as follows: Monday, Tuesday, Wednesday, Thursday, Friday and Saturday 11:00- 3:00 pm, and Sunday 11:00-2:00. We will be closed all major holidays. DCOs, ACOs and Police will have extended access.

3. The services as outlined in this article are not applicable to feral cats. A separate agreement would have to be developed to deal with this situation should the need arise. (This section is applicable to Article III.)

4. The municipality covenants and agrees to furnish Police Officers(s)/Law Enforcement Officer(s) to protect the agents of the Humane Society in the execution of their duties under the terms of this Agreement when so requested by the Humane Society.

5. Any sick or injured animal must receive veterinary care prior to coming to the Humane Society. Veterinary expenses for any animal held during any legal holding period by the Humane Society shall be the responsibility of the municipality in which the animal was found. In the event an animal needs veterinary care during any legal holding period, the Humane Society shall first contact the animal Control Officer or Police Officer on duty. The Municipality shall have three (3) hours to pick the animal up for treatment or authorize the Humane Society to have the animal treated by a veterinarian of the Humane Society's choice. The Municipality agrees to notify the Humane Society if the Municipality decides to euthanize an animal during the legal holding period and give the Humane Society the option to treat the animal at its expense.

6. The municipality shall pay the aforesaid consideration for basic services to the party of the Second Part in equal installments as follows:

Monthly, the first of month, commencing January 1, 2023: at the rate of

Seven Hundred Eight Dollars and Thirty Three Cents (\$708.33)

After the first forty animals received from the municipality, the municipality shall pay the Humane Society, within thirty days of receipt of invoice, Three Hundred Fifty Dollars per animal thereafter. Accepting animals above the number contracted for will be at the discretion of the Humane Society and will be dependent on availability of space.

7. Nothing herein contained shall prohibit the Humane Society from obtaining donations, contributions or any other compensation from residents of the municipality or other persons, for adoptions of animals or on receiving unwanted dogs and cats, or otherwise. (This section is applicable to Articles II & III.)

8. The Humane Society shall have complete discretion as to what animals they will take possession of after the legal holding period. The Humane Society shall have complete discretion as to the intake of animals being seized due to special circumstance and to length of time that it shall hold animals placed in its custody under Article I, and the manner of disposal or adoption, subject to such Federal or State Laws, Rules or Regulations as applicable. Custody of dogs shall remain with the Humane Society on redemption until a license is obtained for such dog as required by local Law and delivery for redemption shall not be complete until such license is obtained. Further, all animals leaving the Humane Society shall first be required to have proof of up-to-date rabies vaccination prior to the animal being either adopted or redeemed, unless medically contraindicated. (This section is applicable to Articles II & III.)

9. Per NYS Law the Humane Society does not have the authority to seize or impound animals. The Humane Society, by contractual agreement, will shelter animals ordered held by the courts, municipalities or public health department after complete and accurate disclosure, at a fee of \$40.00 per day. This fee will commence with the first day of confinement. The municipality is responsible to the shelter for such payment. In addition, any veterinary expenses, shelter vaccinations will also be the responsibility of the municipality. Payments are due on a monthly basis. The Humane Society reserves the right to refuse any and all animals ordered held due to space limitations. The municipality is to call the Humane Society to verify space prior to bring in animals. (This section is applicable to Article II.)

10. The Humane Society shall have no obligation to ascertain the source of funds which is expended by the municipality for basic services contained in Article I of this contract.

ARTICLE II

(Dealing with "Stray" or Unlicensed Dogs)

11. For the term of this contract, as set forth above, the Humane Society, pursuant to Article 7, Section 114 of the Agriculture and Markets Law, will provide and maintain a shelter for the municipality for dogs seized by the Dog/Animal Control Officer, peace officer or other police officer of the municipality because (a) "it is not identified and is not on the owner's premises," or (b) "it is not licensed, whether on or off the owner's premises," and the Humane Society will properly care for such dogs in such shelter and will humanely euthanize or make available for adoption such seized dogs not redeemed pursuant to Article 7, Section 117 of the Agriculture and Markets Law, for the consideration hereinafter set forth. It is, however, specifically agreed that the municipality shall not be liable for any payment for care of dogs after the expiration of the redemption period, except when such animal is held by the Humane Society pursuant to court order or other special request of the municipality or health department.

12. The Humane Society will follow the provisions of Article 7, section 117 of the Agriculture and Markets Law, in relation to the holding, care, redemption and disposition of seized dogs under Article II of this contract, but shall be under no obligation to ascertain the source of funds which is expended by the municipality for services set forth in Article 11, Section 115 of the Agriculture and Markets Law. (This section is applicable to Article III.)

13 The Humane Society shall have the right to charge the owner of any such dog seized under Article II of this contract a boarding fee. Such boarding fee may commence forty-eight (48) hours after the owner becomes aware, or should have been aware, of the presence of the dog at the shelter. In no event shall the Humane Society be eligible to receive payment under both Article I, Section 9 and this section for the same time period. In any such case Article I, Section 9 shall prevail, if applicable. (This section is applicable to Article III.)

14. The Humane Society will file and maintain a complete record of all such dogs seized and delivered to the shelter under this Article, and the subsequent disposition, for inspection

by appropriate representatives of Agriculture and Markets or the municipality. (This section is applicable to Article III.)

ARTICLE III

(Dealing with new laws or expansion of animal control capabilities)

15. The shelter will continue to provide proper shelter and care for dogs delivered to it for being in violation of existing leash/ licensing laws by DCOs/ACOs or Police Officers as specified in Article I. If there is a change in the status of DCOs (becoming ACOs), a local ordinance enacted or the handling of cats by Police Officers resulting in the admission of stray cats (excluding feral cat populations) to the shelter there will be an automatic 25% increase in the existing contract fee.

16. The municipality shall supply the Humane Society with a certified copy of such Local Law or ordinance and any amendments in effect on and/or after the execution of this Agreement, any subsequent Local Law or Ordinance or amendment thereto within thirty (30) days after adoption, and file with the Humane Society redemption periods in effect at all times, and copies of Court dispositions or other dispositions involving the dogs or cats alleged violating the "leash law". It is, however, specifically agreed that the municipality shall not be liable for any payment for care of dogs after expiration of the redemption period in such Local Law.

MISCELLANEOUS PROVISIONS

17. In the event any payment due hereunder is not paid when due, and remains unpaid for a period of thirty (30) days, the Humane Society shall, have the right to immediately cease all services covered by this Agreement until the full consideration due under Article I is paid in advance.

18. With regard to dogs and cats delivered by a municipality to the Humane Society shelter under Article 7 of the Agriculture and Markets Law, or Local Law or Ordinance, the municipality shall save and hold harmless the Humane Society from any and all claims of liability regarding the animal from the date of its delivery to the expiration of the applicable redemption period, provided any such claim does not arise from any act or acts of negligence or other fault on the part of the Humane Society.

19. The Humane Society shall not be required to shelter any cat, dog or other animal seized due to alleged neglect and/or abuse. The Humane Society, only after complete and accurate disclosure, will have the sole discretion in determining whether to accept such alleged neglected and/or abused animals. In any and all such cases where the Humane Society agrees to shelter, feed and water the seized animal(s), the involved municipality shall be directly responsible to the veterinarian for any and all veterinarian care of such animal(s) as the Humane Society deems appropriate and shall reimburse the Humane Society, on a monthly basis, forty dollars (\$40.00) per day per animal for maintaining the animal(s) commencing with the first day of confinement. With respect to applicable court orders, or otherwise, pertaining to the seizure of alleged neglected and/or abused animals, the Humane Society shall have access to any and all such Court Orders, or otherwise, prior to any subsequent agreement by the Humane Society to shelter and maintain the animal(s). Such animals can be refused based on space.

20. Exclusive of Section 19 above, the Humane Society has the right to refuse any Court Order or special request regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Humane Society for its records with twenty-four (24) hours of such order or request. Without a court order, the Humane Society does not have the legal right to hold an animal. Should an owner wish to redeem said animal we must comply with that request. No animal ordered held will be euthanized without a copy of the court order for euthanasia. Municipalities are responsible for the euthanasia and remains disposal fees. The DCO/ACO may make arrangements for a veterinarian to euthanize the

animal on site or deliver the animal to an animal hospital.

21. For the services rendered under Articles II and III of this Agreement, the Municipality to allow the Humane Society to retain the redemption fee as shown on Schedule "A" hereto attached and considered to be part of this Agreement.

IN WITNESS WHEREOF: the Party of the First Part has caused these presents to be signed by the Chief Executive Officer thereof, and the seal of said municipality to be affixed hereto, and the Party of the Second Part has caused these presents to be signed by its President and its corporate seal to be affixed hereto the day and year first written above.

SEAL

By: _____
(Name)

The _____ thereof.

THE JAMES A. BRENNAN

MEMORIAL HUMANE SOCIETY

SEAL

By: _____
President

SCHEDULE A

ADDENDUM TO AGREEMENT

BETWEEN

THE JAMES A. BRENNAN MEMORIAL HUMANE SOCIETY, INC.

AND

City Of Johnstown

(Municipality)

WHEREAS, the Municipality has designated the Humane Society as its shelter under Section 114 of the Agriculture and Markets Law under Article 7 thereof agreed by and between the parties to the above-mentioned agreement, that in addition to the basic fee or charge made in paragraph "First" of the Contract, Municipality will pay a shelter fee for dogs and for their board (shelter, food and water) as follows:

Municipality designates the Humane Society as its agent to receive the shelter fees as provided in Section 117, Subdivision 4 of the Agriculture and Markets Law (as amended) and/or such other shelter fees as the Municipality may set by local law or ordinance. The Humane Society shall be entitled to retain said shelter fees as and for additional compensation for shelter services. The Humane Society shall give receipts for such shelter fees to the redeeming owner. Records of said shelter fees shall be kept and maintained for inspection by Agriculture and Markets representatives and Audit and Control Representatives.

Initialed by the Parties:



December 18, 2023

Resolution No. 2 2023

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

EXECUTE CONTRACT WITH BREZZY'S CLEANING SERVICE TO PERFORM JANITORIAL AND CLEANING SERVICES IN CITY HALL AND DPW OFFICES

BE IT

RESOLVED, that the Mayor is hereby authorized to execute a contract, a copy of which is annexed hereto, with the Brezzy's Cleaning Service to perform janitorial and cleaning services in City Hall for the term commencing January 1, 2024 through December 31, 2024 at a yearly cost of \$33,600.00.

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 December 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

CONTRACT FOR CUSTODIAL SERVICES

This Custodial Services Agreement ("Agreement") made as of the **1st day of January, 2024** by and between the **CITY OF JOHNSTOWN**, a municipal corporation with its principal office and place of business at 33-41 East Main Street, Johnstown, New York 12095 ("City") and **BREZZY'S CLEANING SERVICE**, with an address of 392 West State Street, Ext. Gloversville, New York 12078 ("Contractor"),

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged the parties agree as follows:

I. BACKGROUND

The City of Johnstown desires to enter into a contract for professional custodial services for the following buildings, the contract will not require any repair or maintenance of any equipment, furnishings, or any interior or exterior structure repair by the Contractor:

- A. The City of Johnstown City Hall is located at 33-41 E. Main Street in Johnstown. The building is a two (2) story structure with a basement that contains two locker rooms for the Johnstown Police Department. The first floor of the building is occupied by officials of the City of Johnstown including offices of the Mayor, City Clerk, City Treasurer, Human Resource, and Police Department, as well as both a private and public bathroom. The second floor consists of the office previously occupied by the City Engineer (currently vacant), City Attorney (currently vacant), and City Assessor as well as office and meeting spaces leased by the Unified Court System. The second floor also contains the joint Court Room/Common Council Chambers as well as two bathrooms.
- B. The City of Johnstown DPW Administrative Office, 27 E. Main Street, Johnstown, New York is a one (1) story structure occupied by the City Engineer & Deputy with one bathroom.

II. TERM

Agreement is for one (1) year, to be renewed yearly; said term of Agreement is from January 1, 2024 through December 31, 2024.

III. COMPENSATION

- A. The Contractor shall invoice the City on a monthly basis for services rendered the previous month. Invoices should be submitted by the Wednesday before the monthly business meeting for Common Council approval. Business meetings are held on the 3rd Monday of each month or the following Tuesday if a holiday falls on Monday.
- B. Payment of services shall be for an annual amount not to exceed \$33,600.00.

IV. SERVICES TO BE PROVIDED

- A. Daily services to be provided on ALL FLOORS:
 - 1. Empty all trash and recycling containers in to clear plastic bags and place bags for collection. Recyclables should be placed in the bins labeled for recyclables and placed on the front curb on the 1st and 3rd Thursday of the month for collection by Fulton County. Garbage should be placed out behind City Hall for collection by City DPW crews.

2. Clean all bathrooms including but not limited to cleaning and disinfecting all toilets, toilet seats, urinals, sinks, faucets, and handles. Check and replace when needed all paper towels, toilet paper, and hand soap. Wash and disinfect all wall dividers and stalls. Clean and polish all mirrors. Clean and disinfect any counter tops and empty all garbage cans and replace the liner. **This includes the two (2) Johnstown Police Department locker rooms in the basement of the building.**
3. Dust and wet mop all non-carpeted floors including elevator floor.
4. Vacuum all areas with a carpeted floor surface.
5. Spot clean all walls, ceilings, window sills, lighting fixtures and any other pertinent area to remove dust, bugs, cobwebs, etc. as needed.
6. Clean both sides of glass on office and main building doors
7. Spot clean carpet stains, fingerprints, smudges, etc. from exterior windows, door frames, walls, and interior surfaces of elevator and elevator doors.
8. Clean all desks, conference tables, chairs, counter tops, etc. where access is not limited by paper work or other obstructions on the surfaces.
9. Sweep stairwell, and vacuum hallway rugs.
10. Clean and disinfect all brass hand railings, and any other stainless steel or aluminum fixtures or hardware.

B. Weekly services to be provided on ALL FLOORS

1. Dust bookcases and other large office furniture and surfaces where access is not limited by obstructions.
2. Clean all exterior window sill and frame areas
3. Change urinal screens
4. Thoroughly clean the court room/common council chambers. This service should be performed on **Mondays** in preparation for City Court that is in session on Tuesday mornings.
5. Place marked recycling containers on the front curb for collection by Fulton County on the 1st and 3rd Thursday of the Month.

C. Monthly services to be provided on ALL FLOORS

1. Polish brass handrails along stairways
2. Clean inside surfaces of exterior windows

D. Yearly services to be provided on ALL FLOORS. The contractor will be required to notify the City Engineer at least 48 hours prior to performing the following services:

1. Strip and wax all non-carpet floor surfaces.
2. Shampoo all carpeted areas and hallway rugs
3. Clean both inside and outside of exterior window and screens.

V. **TERMS AND CONDITIONS**

- A. The contractor shall be in City Hall and DPW Monday through Friday. Clean services must be provided during normal business hours which occur from 8:00 am to 3:00 pm. The contractor and the City will agree on scheduling prior to any custodial operations taking place. Daily scheduling within the normal business hours may vary to ensure all custodial operations can be adequately performed.
- B. The following is a list of holidays where City Hall and DPW will be closed. Please note that the holidays do not apply to the Johnstown Police Department who operate everyday including weekends and holidays:

- New Year's Day	- Martin Luther King Jr. Day
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- Presidents Day	- Good Friday (1/2 day open until 12 pm)
- Memorial Day	- Juneteenth
- Independence Day	- Labor Day
- Columbus Day	- Veteran's Day
- Thanksgiving Day	- Day after Thanksgiving
- Christmas Eve (1/2 day open until 12pm)	- Christmas Day

When a holiday falls on a Sunday, the following Monday will be the day the holiday is observed. If the holiday falls on a Saturday, the previous Friday will be the day the holiday is observed by the City.

- C. The contractor shall be responsible for providing all equipment, utensils, tools, and other items needed to provide the above services. Space will be provided to the contractor within the building to store supplies and materials.
- D. The contractor shall also be responsible to provide all cleaning agents used to perform the above mentioned work. Space within the building will be made available to the contractor to store these items. Safety data sheets for all chemicals should be kept on file and available to everyone within the building.
- E. The City will provide the contractor with toilet paper, paper towels, hand soap, and trash can liners.
- F. Being that all cleaning operations are to occur during normal business hours no keys will be issued to the contractor. The City will ensure that the contractor has adequate access to all areas of the City Hall and DPW building so that all custodial activities listed above can be completed.

VI. INSURANCE

- A. Workers Compensation
 - Statutory limits
- B. Comprehensive General Liability
 - \$1,000,000 – each occurrence
 - \$2,000,000 – annual aggregate
- C. Comprehensive Automobile Liability
 - Bodily Injury
 - \$1,000,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$500,000 each occurrence

The contractor shall submit an insurance certificate verifying it has the above referenced coverage policies and limits to the City Clerk to keep on file for the length of the contract. The certificate should also state the following: **The City of Johnstown, its officers, employees and assigns shall be named additional insured parties on all policies.**

In accordance with Section 57, Chapter 213 of the Workers Compensation Law and Section 220, Sub. 8, Chapter 213 of the Disabilities Benefit Law, the Contractor shall supply proof that he or she has obtained the required

workers compensation and disabilities benefits coverage or that he or she is not required to provide coverage.

The Contractor shall use forms C105.2 and DB-120.1 (Certificates of Insurance) and Forms S1-12 (Affidavit that the Compensation has been secured), which are designed to provide the necessary proof of coverage when completed by Insurance Carriers and/or Workers Compensation Board. Form DB-155 (Compliance with the DB Law) may be submitted by self-insured employees under the Disability Benefit Law as acceptable proof that disability benefits coverage has been obtained.

VII. MISCELLANEOUS PROVISIONS

- A. While working in City Hall and DPW employees of the contractor will be required to have an identification stating the individuals name and the company.
- B. The cost to repair any damage caused directly by the Contractor or as a direct result of the Contractors negligence shall be the responsibility of the Contractor.

VIII. CONFIDENTIALITY

There are records within some of the offices of the City that contains confidential or protected information that the Contractor could potentially come into contact with. Any confidential or protected information encountered by the Contractor during his or her normal custodial operation shall be held confidential in accordance with applicable Social Services and federal laws including HIPPA. Any breach of the policies and procedures governing the confidentiality of records and information could render the Contractor liable for civil suit by the aggrieved party and damages awarded as a result of such action. It should be further understood by the contractor that any such breach could render the City of Johnstown liable to a civil suit and the award of damages resulting from such an action for which the City of Johnstown and/or the Departments would seek indemnification from the Contractor if the civil suit was determined to be a result of the breach of confidentiality on the part of the Contractor.

IX. CERTIFIED PAYROLL SUBMISSION

This contract is for work that is subject to New York State Prevailing Wage Rates. The contractor must pay the prevailing wage rates prescribed by New York State Law during the entirety of the contract period.

As a requirement of the New York State Prevailing Wage Law the Contractor must submit to the City a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury, with each monthly invoice submission. The Contractor shall submit the certified payroll within thirty (30) days of issuance of its first payroll and every thirty (30) days thereafter during the contract term.

X. SEVERABILITY

Either party has the right to terminate this agreement upon a written thirty (30) day notice stating such desire to terminate the agreement to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day, month and year first above written.

CITY OF JOHNSTOWN

BREZZY'S CLEANING SERVICES

Amy Praught, Mayor

Print Name: _____



December 18, 2023

Resolution No. 3, 2023

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

AUTHORIZE AN ASSESSMENT SUPPORT SERVICES AGREEMENT WITH TINA K. DIMITRIADIS

BE IT RESOLVED, that Tina K. Dimitriadis be re-appointed as the City Assessor, as an independent contractor, with a term beginning October 1, 2019 through September 30, 2025; and

WHEREAS, the City of Johnstown is desirous of renewing an Assessment Support Services Agreement with Tina K. Dimitriadis, attached hereto as Schedule "A"; and

WHEREAS, Tina K. Dimitriadis will perform professional assessment supportive services for an amount not to exceed \$30,000.00 annually for the period January 1, 2024 through December 31, 2024; and

WHEREAS, no additional compensation or any other benefits shall accrue to this position.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute an Agreement with Tina K. Dimitriadis to provide assessment support services for the City of Johnstown.

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 December 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

ASSESSMENT SUPPORTIVE SERVICES

This Assessment Supportive Services Agreement ("Agreement") made as of the **1st day of January, 2024** by and between the **CITY OF JOHNSTOWN**, a municipal corporation with its principal office and place of business at 33-41 East Main Street, Johnstown, New York 12095 ("City") and **TINA K. DIMITRIADIS**, with an address of 44 Bridgewood Lane, Watervliet, NY 12189 ("Assessor", acting as a subcontractor),

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged the parties agree as follows:

1. **TERM**

Term of appointment for Assessor, acting as an independent contractor, is October 1, 2019 and shall continue through September 30, 2025. Assessment Supportive Services Agreement is for one (1) year, to be renewed yearly; said term of Agreement is from January 1, 2024 through December 31, 2024.

2. **SCHEDULE**

The Assessor will hold office hours for at least two (2) days a month, with availability five (5) days per week via email and/ or telephone. It is understood that during certain times of the year, or scheduling conflicts, that may not be possible and time may be required more or less in a given week.

3. **COMPENSATION**

Compensation for the term of said appointment as City Assessor for the City of Johnstown, shall be paid at an annual salary, for an amount not to exceed, \$30,000.00. Payment of services shall be paid on the 1st of each month in equal installments of \$2,500.00 beginning January 1, 2024 through December 31, 2024.

4. **EXPENSES**

Use of personal vehicle is required for this position, all expenses associated with use of personal vehicle for conducting city business (ie: gas, tolls, etc.), is reimbursable by the City, at the current City reimbursable rates. Commuting to and/or from City Hall, Assessor's business office, is not a reimbursable expense.

5. **CONFIDENTIALITY**

During the term of appointment disclosure of any confidential information directly or indirectly, or use of any confidential information either during the period of appointment or at any time thereafter, except as required in the course of my appointment and as authorized by the City is strictly prohibited.

All files, records, documentation, discs, equipment or any material relating to the business of the City, whether or not prepared by the Assessor's office, remain the exclusive property of the City.

6. **STATUS**

This Agreement calls for the performance of Assessment Supportive Services as an independent contractor. For all intent purposes, this Agreement does not imply nor consider the Appointed Assessor an employee of the City. No benefits are implied, or promised, by the City. Furthermore, the Assessor is responsible for payment of any and all taxes based on compensation received under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day, month and year first above written.

CITY OF JOHNSTOWN

ASSESSOR

Amy Praught, Mayor

Tina K. Dimitriadis



Resolution No. 4, 2023

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

DECLARE COMMON COUNCIL AS LEAD AGENCY FOR THE PURCHASE OF STREET LIGHTS FROM NATIONAL GRID

WHEREAS, the Common Council of the City of Johnstown, in Fulton County, New York (herein called the "City") has agreed to purchase street lighting facilities within the City of Johnstown from National Grid; and

WHEREAS, the Common Council has reviewed the potential environmental impacts associated with said project.

NOW, THEREFORE BE IT

RESOLVED, that the Common Council of the City declares itself lead agency, determines the proposed project is a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5 (C); due consideration has been given to the impact that the project may have on the environment; on the basis of such consideration, the Common Council has found that no substantial adverse environmental impact will be caused thereby; and a duly executed Negative Declaration and/or other applicable documentation has been or will be filed in the office of the City Clerk.

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 December 18, 2023

Resolution # , 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Niagara Mohawk Power Corporation d/b/a National Grid and the City of Johnstown			
Name of Action or Project:			
Sale of Street Lighting Facilities within the City of Johnstown municipal boundaries to the City of Johnstown			
Project Location (describe, and attach a location map):			
City of Johnstown			
Brief Description of Proposed Action:			
Niagara Mohawk Power Corporation d/b/a/ National Grid ("National Grid") and the City of Johnstown, New York (the City) have entered into an Agreement for the Purchase and Sale of Street Lights, dated _____, 2023 (the "Agreement"). Under the terms of the Agreement, National Grid agreed to transfer ownership of the street lighting facilities, including luminaries, lamps, mast arms, the associated wiring, electrical connections and appurtenances, used to provide municipal lighting service to the City. The transfer of ownership does not involve any new construction, changes in land use, or changes in the service provided to the public. Pursuant to Public Service Law Section 70, National Grid is required to notify the New York State Public Service Commission of the transfer.			
Name of Applicant or Sponsor:		Telephone: (315) 30-642	
Kelley Lembeck - Outdoor Lighting Manager		E-Mail: Kelley.Lembeck@nationalgrid.com	
Address:			
300 Erie Blvd W			
City/PO:		State:	Zip Code:
Syracuse		NY	13202
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
3. a. Total acreage of the site of the proposed action? _____ acres			<input checked="" type="checkbox"/>
b. Total acreage to be physically disturbed? _____ N/A acres			<input type="checkbox"/>
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ N/A acres			<input checked="" type="checkbox"/>
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Kelley Lembeck</u> Date: _____ Signature: _____ Title: <u>Manager, Outdoor Lighting</u>		



December 18, 2023

Resolution No. 5, 2023

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

**AUTHORIZE AGREEMENT WITH EMPLOYEE NETWORK, INC. TO PROVIDE
EMPLOYEE ASSISTANCE SERVICES FOR 2024**

BE IT RESOLVED, that the Mayor is hereby authorized and directed to execute an Employee Assistance Program (E.A.P.) Agreement, a copy of which is annexed hereto, with the Employee Network, Inc. to provide employee assistance services to the employees of the City of Johnstown for the period January 1, 2024 through and including December 31, 2024 at a cost of \$1,676.40, billed semi-annually.

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 December 18, 2023	Resolution # _____, 2023 is hereby approved
_____ Carrie M. Allen, City Clerk	_____ Amy Praught, Mayor



Service Agreement

This Service Agreement (the "eni Service Agreement") is entered into effective _____ by and between **Employee Network, Inc.** ("eni") with an address of 1040 Vestal Parkway East, Vestal, New York 13850, and the **City of Johnstown**, with an address of 33-41 East Main Street, Johnstown, NY 12095 ("Company"). The term "Agreement" as used herein includes this eni Service Agreement, Exhibits A (Summary of Services and Processes) and B (Fees) attached hereto, the attached Terms and Conditions and the attached HIPAA Business Associate Agreement (all of which are incorporated herein by reference).

I, Sue Conine, have authority to enter into this Agreement on behalf of the Company listed above and authorize eni to bill the fees as set forth in the Exhibit B fee schedule. Fees will change based upon the number of Eligible Members in accordance with the Exhibit B fee schedule, and may otherwise change as provided in the Terms and Conditions. I understand that Services will continue as long as payments for the Services reflecting the appropriate number of Eligible Members are received by eni when due. I agree to notify eni promptly of changes in the number of Eligible Members pursuant to the terms hereof. I understand that lack of such notification or allowing persons other than Eligible Members to use the Services constitutes a breach of this Agreement and may result in termination of this Agreement and/or reimbursement to eni for unauthorized services, at eni's sole discretion.

WHEREAS, Company has engaged eni to provide NexGen EAP with Integrated Work/Life Services;

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, the parties hereto agree as follows:

1. **Services:** eni will provide NexGen EAP, an employee assistance program including EAP counseling, coaching, and other Services as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.

2. **Start Date and Other Terms:**

Start Date: January 1, 2024

Contract Term: Open ended

3. **Company Obligations:**

- a. Eligible Members. Semiannually, Company shall provide eni with the number of Eligible Members employed by Company. Company

eni Service Agreement

NexGen EAP

acknowledges that it is Company's responsibility to provide eni with accurate and complete information regarding all Eligible Members and Company agrees that it shall not, under any circumstances, offer Services to any person that it has not identified to eni as an Eligible Member. The parties anticipate that the total number of Eligible Members on the Start Date specified in Section 2 above shall be approximately 110.

- b. Services and Payments. Invoices for the Services will be generated by eni and sent to Company semiannually immediately upon eni's receipt of the information from Company required by Section 3.a. above setting forth all Eligible Members. If an Eligible Member (or an Eligible Dependent of such Eligible Member) is using the Services at the time of termination of the Eligible Member's employment, eni will continue to provide the Services until conclusion. After date of termination of employment of an Eligible Member, the Eligible Member and the Eligible Dependents of such Eligible Member have a thirty (30) day grace period to contact eni and initiate Services. Until Services are concluded with respect to an Eligible Member (or the Eligible Dependents of an Eligible Member) whose employment has been terminated, (i) Company shall continue to identify such Eligible Member in the information provided to Company pursuant to Section 3.a. above and (ii) Company shall continue to pay eni all applicable fees for such Eligible Member and the Services being received by such Eligible Member and/or Eligible Dependents.
- c. California Residents. Company agrees and acknowledges that, notwithstanding anything to the contrary in this Agreement, with respect to any Eligible Individuals that reside in California ("California Residents"):
- (i) the Services shall not include more than 3 counseling sessions in any six month period; and
 - (ii) the fees for the Services will be paid by Company on behalf of the California Residents, shall not be charged back to California Residents, and do not affect the California Residents' compensation. If Company violates any provisions of this Section, Company shall indemnify, defend, and hold eni (and its officers, directors, employees, agents, representatives and affiliates) harmless from and against any and all liability, losses, injuries, damages, claims, demands, suits, cost and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent they relate to or arise out of Services to any California Residents, including, without limitation, any Losses associated with any failure to comply with the Knox-Keene Health Care Service Plan Act of 1975, as amended.

eni Service Agreement

NexGen EAP

4. **Exceptions:** Notwithstanding anything herein to the contrary, the Services to be provided by eni pursuant to this Agreement expressly do not include (a) any Company obligations set forth in Section 3 hereof; (b) Company requests for updates to the personalized mobile platform; and (c) any other services not specifically identified on Exhibit A hereto. Company agrees and acknowledges that, as set forth on Exhibit A, certain of the Services require payment of additional fees above and beyond the monthly fees set forth on Exhibit B hereto. Company acknowledges that this Agreement only relates to provision of Services in the United States. eni shall not, and shall not be obligated to, provide Services to any persons not residing in the United States.

5. Intellectual Property:

- a. eni Intellectual Property. As between eni and Company, eni owns, solely and exclusively, all rights, title and interest in and to any and all Intellectual Property developed and/or modified by eni in connection with the Services (collectively, the "eni Intellectual Property"). eni retains all Intellectual Property Rights in, to and/or embodied in or associated with the eni Intellectual Property and all copies and derivative works thereof. Use of the Services does not grant to Company or any other party ownership of any eni Intellectual Property.
- b. Company Intellectual Property. Company represents and warrants to eni that Company owns or has the right to use any and all Intellectual Property that may be provided by Company to eni in connection with this Agreement (the "Company Intellectual Property").
- c. Limited License. Company grants to eni, and represents and warrants that it has the right to grant to eni, a royalty-free, non-exclusive, worldwide, sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner any and all Company Intellectual Property in connection with eni's provision of the Services pursuant to the terms of this Agreement. eni grants to Company a limited license to use the eni Intellectual Property solely for purposes of utilizing the Services provided by eni pursuant to this Agreement. Company shall only use the eni Intellectual Property as necessary to use the Services and shall not use or otherwise exploit the eni Intellectual Property for any other purpose.

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- d. Restrictions. Company agrees that it shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the eni Intellectual Property or make any unauthorized use thereof. Other than as expressly allowed herein, Company may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any eni Intellectual Property. Company further agrees that it may not and shall not alter, edit, delete, remove, or otherwise change the meaning or appearance of, any of the eni Intellectual Property, including, without limitation, the alteration or removal of any trademarks, or any other proprietary content or proprietary rights notices.
- e. Company Responsibility. Company shall be responsible for ensuring that all use of the eni Intellectual Property pursuant to this Agreement is in compliance with the terms of this Agreement and Company shall be liable for any use of the eni Intellectual Property in violation of the license granted in this Agreement, whether by Company, Eligible Individuals, or by any other user using the Services on behalf of Company.
- f. Limited Warranty. eni warrants that it shall use commercially reasonable efforts to ensure that the eni Intellectual Property, as delivered and under normal use, shall not contain any disabling devices, back doors, Trojan horses, or other malicious code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.
- g. Indemnification. Subject to the limitations set forth in this Agreement, eni shall indemnify, defend or settle any action, suit or proceeding brought against Company alleging that the eni Intellectual Property infringes any U.S. patent or copyright, provided that Company gives prompt written notice to eni of any such action, suit or proceeding and gives eni the authority to proceed as contemplated herein. eni shall have the exclusive right to defend any such action, suit or proceeding and make settlements thereof at its own discretion, and Company may not settle or compromise such action, suit or proceeding, except with the prior written consent of eni. Company shall give such assistance, cooperation and information as eni may reasonably require to defend, settle or oppose any such action, suit or proceeding. In the event any such infringement action, suit or proceeding is brought or threatened, eni may, at its sole option and expense: (i) procure for Company the right to continue use of the eni Intellectual Property; (ii)

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modify, amend or replace the same, provided the replacement has substantially similar functionality and performance; or (iii) if neither of the foregoing is commercially practicable as determined by eni in its sole discretion, eni shall remove the infringing eni Intellectual Property from the Services and equitably adjust the recurring fees to reflect such removal.

- h. Requirements. The warranty and indemnification set forth above is made to and for the benefit of Company only and shall apply only if (i) the eni Intellectual Property has been used at all times in accordance with this Agreement and any associated documentation; (ii) no modification, alteration or addition has been made to the eni Intellectual Property by persons other than eni; and (iii) any defect in or malfunction of the eni Intellectual Property has not been caused by Company, Company's employees or independent contractors, Eligible Individuals, any person not under the control of eni, or Company's equipment or software, including, without limitation, third party software or equipment; and (iv) Company is current with any and all fees due under this Agreement.
- i. Disclaimer. Company acknowledges that no employee, representative, agent, or affiliate of eni has authority to bind eni to any oral representations or warranty concerning the Services, the eni Intellectual Property, or any other product or service provided to Company hereunder. Any written representation or warranty not expressly contained in this Agreement is expressly disclaimed and is not enforceable. Except as set forth in this Section 5, eni makes no warranties, whether express, implied, or statutory regarding or relating to the Services, the eni Intellectual Property, or any other materials or services provided to Company hereunder. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ENI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, THE ENI INTELLECTUAL PROPERTY, OR ANY OTHER MATERIALS PROVIDED BY ENI WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT ENI WILL CORRECT ALL ERRORS.

6. Definitions:

- a. "Contract Year" shall mean each recurring twelve month period starting on the month and day of the start date set forth in Section 2 above.

eni Service Agreement

NexGen EAP

- b. "Eligible Dependent(s)" shall mean (i) domestic partners of Eligible Members, (ii) each Eligible Member's spouse and (iii) each Eligible Member's dependent children from birth to age 26 and/or unmarried children, residing with parent, regardless of age, who are mentally or physically incapable of earning their own living.
 - c. "Eligible Member(s)" shall mean all benefit eligible employees of Company, both full and part-time, residing in the United States. Benefit eligible employees of Company shall become eligible to participate in the Services and deemed "Eligible Members" for purposes of this Agreement beginning with the first day of the month following the benefit eligible employee's date of hire. Upon termination of employment, he or she will cease being deemed an "Eligible Member" for purposes of this Agreement when any Services being provided to the Eligible Member and/or Eligible Dependents of such Eligible Member have concluded, as more fully described in Section 3.b. above.
 - d. "Intellectual Property" shall mean any and all concepts, ideas, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, artwork, software (including programs, program listings and programming tools), web sites (including graphic designs, site map and architecture, and calculation, projection and modeling routines), improvements, manuals, reports, drawings and other intellectual property.
 - e. "Intellectual Property Rights" shall mean any and all intellectual property rights including, but not limited to, patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.
 - f. "member" as may be used herein and in Exhibit A hereto shall mean Eligible Members and Eligible Dependents.
 - g. "Services" shall mean the services described in Section 1 above and as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.
7. **Fees:** Fees for the Services are set forth in Exhibit B (Fees) attached hereto. All applicable Monthly Fees set forth on Exhibit B shall be owed in full for each month

eni Service Agreement

NexGen EAP

or partial month in which Services are available and will not be pro-rated if Services begin mid-month.

8. **Payment Terms:** NET 30 Days unless otherwise provided in Exhibit B (Fees) attached hereto.

[Signature Page Follows]

eni Service Agreement

NexGen EAP

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or agents as set forth below.

_____	Human Resource Manager	_____
<i>(Signature of Company Representative)</i>	<i>(Title)</i>	<i>(Date)</i>

_____	_____	_____
<i>(Signature of eni Representative)</i>	<i>(Title)</i>	<i>(Date)</i>



December 18, 2023

Resolution No. 6, 2023

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

ACCEPT DONATION OF THE SEATED STATUE OF ELIZABETH CADY STANTON FROM THE ELIZABETH CADY STANTON WOMEN'S CONSTORIUM

WHEREAS, the Elizabeth Cady Stanton Women's Consortium (ECSWC) owns a seated statue of Elizabeth Cady Stanton which serves as recognition of her accomplishments and the significance of the City of Johnstown as her birthplace; and

WHEREAS, the ECSWC is desirous of donating the seated statue of Elizabeth Cady Stanton, currently located in the Sir William Johnson Park on Main Street, to the City of Johnstown to be cared for in perpetuity; and

WHEREAS, it is the understanding of the ECSWC that the statue will be maintained by City of Johnstown; and

WHEREAS, the ECSWC is proud that this statue will remain a tribute to Elizabeth Cady Stanton for generations to come.

NOW, THEREFORE BE IT

RESOLVED, that the Common Council hereby accepts the donation of the seated statue of Elizabeth Cady Stanton.

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 December 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Elizabeth Cady Stanton WOMEN'S CONSORTIUM

Educating women to make a difference

PO BOX 251, JOHNSTOWN, NY 12095

September 27, 2023

Dear Mayor Amy Praught

and Johnstown City Council Members:

The Elizabeth Cady Stanton Women's Consortium is donating the seated statue of Elizabeth Cady Stanton to the City of Johnstown to be cared for in perpetuity. It is the understanding of the ECSWC that the statue of Elizabeth shall remain sitting in Johnstown in the Sir William Johnson Park on West Main Street and the ECSWC will be assured that any possible damage that occurs will be dealt with by the City of Johnstown for proper and complete restoration if needed.

The Elizabeth Cady Stanton Women's Consortium is proud that this statue will remain a tribute to both Elizabeth's accomplishments as well as recognition of her significance to her birthplace and the formation of her life's values in Johnstown, New York for generations to come.



Helen J Martin

ECSWC President



Sandra Maceyka

ECSWC Vice-President



December 18, 2023

Resolution No. 17, 2023

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

Adopt the Freedom of Information Law (Public Access to Records) Policy

WHEREAS, pursuant to Public Officers Law, Article 6 §87; Access to Agency Records, pertaining to the Freedom of Information Law ("FOIL"), every government agency must promulgate rules and regulations pertaining to the availability of records and procedures to be followed to obtain such records; and

WHEREAS, under the Freedom of Information Law ("FOIL"), State And Local Agencies, including Counties, Cities, Towns, Villages, School Districts and Fire Districts must designate someone from whom records can be obtained and someone to hear appeals of records access requests in the event the request is denied.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council does hereby adopt the Freedom of Information Law (Public Access to Records) Policy and attached hereto; and be it further

RESOLVED, the Common Council hereby appoints the City Clerk as the FOIL Records Access Officer for City Records, the Chief of Police for Police Records and City Attorney as the FOIL Appeals Officer. This Resolution shall take effect immediately.

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 December 20, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



CITY OF JOHNSTOWN



FREEDOM OF INFORMATION LAW (FOIL)

ACCESS TO PUBLIC RECORDS POLICY

City of Johnstown
33-41 E. Main Street, PO Box 160
Johnstown, New York 12095
518-736-4011

Website: cityofjohnstown.ny.gov

Facebook: City of Johnstown, New York

I. PURPOSE AND SCOPE

1. The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy of confidentiality.
2. These regulations provide information concerning the procedures by which records may be obtained.
3. Personnel shall furnish to the public the information and records required by the Freedom of Information Law, as well as records otherwise available by law.
4. Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

II. DESIGNATION OF RECORDS MANAGEMENT OFFICER

1. The City of Johnstown is responsible for insuring compliance with the regulations herein, and has designated the following person as records management officer:

Johnstown City Clerk
ATTN: City Clerk
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095
callen@cityofjohnstown.ny.gov

- a. Police Records: Access to police records are maintained by the police department. Requests for any records maintained by the police department or involving police matters must be requested to the following:

Johnstown Police Department
ATTN: Chief of Police
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095

- 2. The records management officer is responsible for insuring appropriate agency response to public requests for access to records. The designation of a records management officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so.

The records management officer shall insure that agency personnel:

- a. Maintain an up-to-date subject matter list.
 - b. Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.
 3. Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.
 4. Upon locating the records, take one of the following actions:
 - a. Make records available for inspection; or,
 - b. Deny access to the records in whole or in part and explain in writing the reasons therefor.

5. Upon request for copies of records:
 - a. Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8;
6. Upon request, certify that a record is a true copy;
7. Upon failure to locate records, certify that:
 - a. The City of Johnstown is not the custodian for such records, or
 - b. The records of which the City of Johnstown is a custodian cannot be found after diligent search.

III. LOCATION

Requests for public access to records shall be accepted and records produced at:

City Hall
33-41 East Main Street
Johnstown, New York 12095

IV. HOURS FOR PUBLIC INSPECTION

Requests for public access to records shall be accepted and records produced during regular business hours.

Monday – Friday from 8:00 a.m. to 3:00 p.m.

V. REQUESTS FOR PUBLIC ACCESS TO RECORDS

1. A written request is required.
2. If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.
3. A response shall be given within five (5) business days of receipt of a request by:
 - a. informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably described;
 - b. granting or denying access to records in whole or in part;
 - c. acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or
 - d. if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.
4. In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the need to review records to determine the extent to which they must be disclosed, the number of requests received by the agency, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.

5. A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failure shall include situations in which an officer or employee:
 - a. fails to grant access to the records sought, deny access in writing or acknowledge the receipt of a request within five (5) business days of the receipt of a request;
 - b. acknowledges the receipt of a request within five (5) business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;
 - c. furnishes an acknowledgment of the receipt of a request within five (5) business days with an approximate date for granting or denying access in whole or in part that is unreasonable under the circumstances of the request;
 - d. fails to respond to a request within a reasonable time after the approximate date given or within twenty (20) business days after the date of the acknowledgment of the receipt of a request;
 - e. determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the agency provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or in part;
 - f. does not grant a request in whole or in part within twenty (20) business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or
 - g. responds to a request, stating that more than twenty (20) business days is needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such date is unreasonable under the circumstances of the request.

VI. SUBJECT MATTER LIST

1. The records access officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.
2. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
3. The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

VII. DENIAL OF ACCESS TO RECORDS

1. Denial of access to records shall be in writing stating the reason therefor and advising the requester of the right to appeal to the individual or body established to determine appeals, [who or which] shall be identified by name, title, business address and business phone number.
2. If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.
3. The following person or persons or body shall determine appeals regarding denial of access to records under the Freedom of Information Law:

City of Johnstown
ATTN: City Attorney
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095
518-736-4018

4. Any person denied access to records may appeal within thirty (30) days of a denial.

5. The time for deciding an appeal by the individual or body designated to determine appeals shall commence upon receipt of a written appeal identifying:
 - a. the date and location of requests for records;
 - b. a description, to the extent possible, of the records that were denied; and
 - c. the name and return address of the person denied access.
6. A failure to determine an appeal within ten (10) business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.
7. The person or body designated to determine appeals shall transmit to the Committee on Open Government copies of all appeals upon receipt of appeals. Such copies shall be addressed to:

Committee on Open Government
Department of State
One Commerce Plaza
99 Washington Avenue, Suite 650
Albany, New York 12231

8. The person or body designated to determine appeals shall inform the appellant and the Committee on Open Government of its determination in writing within ten business days of receipt of an appeal. The determination shall be transmitted to the Committee on Open Government in the same manner as set forth subdivision (6) of this section.

VIII. FEES

1. There shall be no fee charged for:
 - a. inspection of records;
 - b. search for records; or
 - c. any certification pursuant to this part.
2. Copies may be provided without charging a fee.
3. Fees for copies may be charged, provided that:
 - a. the fee for copying records shall not exceed 25 cents per page for photocopies not exceeding 9 x 14 inches. This section shall not be construed to mandate the raising of fees where agencies or municipalities in the past have charged less than 25 cents for such copies;
 - b. the fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or
 - c. an agency has the authority to redact portions of a paper record and does so prior to disclosure of the record by making a photocopy from which the proper redactions are made.
4. The fee an agency may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:
 - a. an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; or
 - b. the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
 - c. the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.

5. When an agency has the ability to retrieve or extract a record or data maintained in a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the agency shall be required to retrieve or extract such record or data electronically. In such case, the agency may charge a fee in accordance with paragraph (3) (a) and (b) above.
6. An agency shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.
7. An agency may require that the fee for copying or reproducing a record be paid in advance of the preparation of such copy.
8. An agency may waive a fee in whole or in part when making copies of records available.

IX. PUBLIC NOTICE

A notice containing the title or name and business address of the records access officers and appeals person or body and the location where records can be seen or copies shall be posted in a conspicuous location wherever records are kept and/or published in a local newspaper of general circulation.

X. SEVERABILITY

If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.



December 7, 2023

Resolution No. 8, 2023

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

AUTHORIZE AN AGREEMENT WITH NEXTREQUEST TO PROVIDE
SOFTWARE SERVICES TO MANAGE RECORDS REQUESTS AS IT RELATES TO
THE FREEDOM OF INFORMATION LAW (FOIL)

WHEREAS, the City Clerk's Office is the Records Management Officer and FOIL Records Access Officer as it pertains to City records; and

WHEREAS, there has been an increase in record requests both locally and statewide. This presents complexity and increasing legal challenges, causing agencies to be open to liabilities, a more centralized and process-driven approach is vital; and

WHEREAS, this software will produce accurate audit trails, automate updates to keep requesters informed about their requests, proactively publish records that would be of public interest and centralize all communication both internally and with requester; and

WHEREAS, the City Clerk has received proposals from the following companies to provide software as it pertains to records access:

COMPANY	QUOTE
NextRequest powered by CivicPlus	\$4,494.00
JustFOIA	\$4,950.00
Edmunds by GovTech	\$9,750.00

; and

WHEREAS, it is the recommendation of the City Clerk to accept the proposal and enter in to an Agreement with NextRequest.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council does hereby authorize the Mayor to execute an Agreement, a copy of which is annexed hereto, with NextRequest.

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 December 7, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

NextRequest for City of Johnstown, NY

What do I get with NextRequest?

An all-in-one platform for managing records requests across your entire agency. It's an annual subscription and includes:

- Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates

Security?

We protect your information using:

- SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security

Technical Requirements?

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	City of Johnstown, NY	Start Date	1/1/2024
Account URL(s)*	cityofjohnstownny.nextrequest.com * Account URL cannot be altered once created	Invoice Date	1/1/2024 and 1/1/2025
Primary Contact Name	Carrie Allen	Renewal Date	1/1/2026
Email and Phone	callen@cityofjohnstown.ny.gov City of Johnstown, NY		
Address	33-41 East Main Street, Johnstown, NY, 12095		

Acceptance: Acceptance of this Account Order Form is subject to the NextRequest Terms and Conditions available at <https://www.nextrequest.com/terms-conditions> and includes acceptance of the following: NextRequest's maximum liability in performance of the Services to the Customer listed above is limited to the total amount of fees received during the 12 month period immediately preceding the event giving rise to such liability, except this limitation will not apply to NextRequest's indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.

Renewals: Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Term: 1/1/2024 - 12/31/2024 (Invoiced 1/1/2024)		Price	QTY	Subtotal
NextRequest Economy License (monthly pricing, billed annually) Unlimited Staff users, Up to 5 Admin-Publisher users, and Unlimited storage		\$499.00	12	\$5,988.00
Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and Tracking, and Time Tracking Review and Redaction Features: Redaction with unlimited users				
Economy Set Up & Onboarding (One-time)		\$1,500.00	1	\$1,500.00
Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Group Training Webinars, On-Demand Webinars, In-app Training, Video Tutorials, Knowledge Base Articles, and Service Level Agreement				
One-Time Credit for Service		-\$2,994.00	1	-\$2,994.00
One-Time Credit of 50% applied on first year of service.				
Subtotal				\$4,494.00
Total				\$4,494.00
*Pricing is Valid Until 12/22/2023				

Term: 1/1/2025 - 12/31/2025 (Invoiced 1/1/2025)		Price	QTY	Subtotal
NextRequest Economy License (monthly pricing, billed annually)		\$499.00	12	\$5,988.00
Subtotal				\$5,988.00
Total				\$5,988.00
*Pricing is Valid Until 12/22/2023				

Download our W-9 at: <https://www.civicplus.com/verify> (password: foiasoftware)

City of Johnstown, NY

Signature:

Name & Title:

Date:

NextRequest, LLC

Signature:

Name & Title:

Date:

Accounts Payable Info

Name:

Phone:

Email:

Will issue PO? Yes:

☐

No:

☐



December 7, 2023

Resolution No. 9, 2023

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

AUTHORIZE AN AGREEMENT WITH CIVIC PLUS TO PROVIDE THE CITY WITH MASS NOTIFICATION SOFTWARE

WHEREAS, the City of Johnstown strives to have positive interactions between residents and government and recognizes the need to improve how residents access and experience municipal services; and

WHEREAS, Communication with residents is essential to every aspect of local government, a Mass Notification System helps ensure the capacity to communicate with the residents quickly across a variety of channels, which includes text, email, voice calls (utilizing recorded messages or text-to-speech functionality, social media alerts, and RSS; and

WHEREAS, the City Clerk has received proposals from the following companies to provide software as it pertains to Mass Notification Software:

COMPANY	QUOTE
CivicPlus	\$3,825.00
OnSolve	\$5,871.18
Community by Diligent	\$6,000.00

; and

WHEREAS, it is the recommendation of the City Clerk to accept the proposal and enter in to an Agreement with CivicPlus.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council does hereby authorize the Mayor to execute an Agreement, a copy of which is annexed hereto, with CivicPlus.

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 December 7, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-59574-1

12/7/2023 10:27 AM

12/22/2023

Client:**Bill To:**

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ross Wells		ross.wells@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Communicator Flex	Emergency and Mass Notification platform with multi-channel alerting, geo-targeting, polling, mobile apps. SMS messaging and voice minutes must be added on in buckets of 10,000 each.	Renewable
1.00	Mass Notification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount.	Renewable
1.00	SMS Text Messages	SMS text message blocks of 10,000.	Renewable
1.00	Mass Notification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount.	Renewable
1.00	Mass Notification Standard Implementation	CivicReady Standard Implementation	One-time
1.00	Voice with Text to Speech (TTS)	Voice minutes in blocks of 10,000 messages.	Renewable
1.00	Mass Notification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount.	Renewable

List Price - Year 1 Total	USD 7,955.00
Total Investment - Initial Term	USD 3,825.00
Annual Recurring Services - Year 2	USD 5,355.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
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Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



December 18, 2023

Resolution No. 10, 2023

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

AUTHORIZE PURCHASE OF NEW AMBULANCE FOR THE
ADVANCED LIFE SUPPORT FIRST RESPONSE SERVICE

WHEREAS, the Johnstown Fire Department operates an Advanced Life Support First Response Service;
and

WHEREAS, in order to efficiently continue to provide this service the Johnstown Fire Department requests to purchase an additional ambulance as their current fleet has either ongoing mechanical issues and/or high mileage; and

WHEREAS, the Fire Department has received a quote from Elite Ambulance Sales, attached hereto, for a 2024 Ford E-450 in the amount of \$164,000.00; and

WHEREAS, the funds to pay for this vehicle will come from the following sources:

From	Amount
Johnstown Hospital Fund	\$75,000.00
State Grant	\$50,000.00
EMS Account	\$40,000.00

NOW, THEREFORE, BE IT

RESOLVED, the Common Council authorizes for the purchase of a new ambulance for the Advanced Life Support First Response Service.

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 December 18, 2023

Carrie M. Allen, City Clerk

Resolution # _____, 2023 is hereby approved

Amy Praught, Mayor



Invoice No.	PC 121323-2
Date	12/23/2023
Contact Phone #	Jim McCredie 518-461-7150

SHIP TO

Johnstown Fire
244 North Perry Street
Johnstown, NY 12095

Customer responsible for any taxes or fees at their local DMV.
Pick up and final in-person inspection preferred at Jefferson
NC, shipping available for additional cost.