



September 18, 2023

Ordinance No. 1, 2023

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

AMEND THE CODE OF ORDINANCES; CHAPTER 20, SECTION 20-202.
ENTITLED DESIGNATION OF THROUGH STREETS

BE IT ORDAINED, that Chapter 20, Section 20-202, Entitled: Designation of Through Streets, be amended to include the following in subsection (c) Schedule of Streets:

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

ORDAINED; that the amendment to Chapter 20 of the City of Johnstown Code of Ordinances shall take effect immediately upon its adoption.

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

September 18, 2023



Resolution No. 1, 2023

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

RE-APPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW

BE IT RESOLVED, that the Mayor's re-appointment of Catharine Levee of Johnstown, New York, to a five (5) year term to the Board of Assessment Review, expiring September 30, 2028, be and the same is hereby approved.

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



September 18, 2023

Resolution No. 2, 2023

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

ACCEPT PROPOSAL FOR THE DOOR REPLACEMENT PROJECT AT THE WATER TREATMENT PLANTS

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

WHEREAS, the City authorized C.T. Male Associates to prepare specifications for this project and advertise for proposals; and

WHEREAS, the following proposals were received and opened on September 13, 2023:

BIDDER	AMOUNT	NOTES
Zero Draft	\$292,000.00 (base price)	Additional alternate \$50,000
Steven Miller	\$199,000.00 (base price)	Additional alternate \$41,000

WHEREAS, that CT Male Associates recommends that the lowest offer from Steven Miller Contracting be accepted in the amount of \$199,000.00.

NOW, THEREFORE, BE IT

RESOLVED, that financing for this project is contingent on the approval of bond funding; and be it further

RESOLVED, that once financing has been secured, the Mayor is hereby authorized to execute a contract with Steven Miller Contracting to repair the roof at the Department of Public Works garage for the amount of \$199,000.00.

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 September 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



September 18, 2023

Resolution No. 3, 2023

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

ACCEPT PROPOSAL FOR THE DEMOLITION OF 31 CRESCENDOE ROAD

WHEREAS, the abandoned, city owned building, located at 31 Crescendoe Road is in need of demolition;
and

WHEREAS, the City advertised for RFP's for the demolition of this structure; and

WHEREAS, the City received the following proposals, which were opened on September 13, 2023;

BIDDER	AMOUNT
MJ's Contracting	\$398,500.00
Jackson Demolition	\$1,450,000.00
Dan's Hauling and Demolition	\$287,000.00
Bronze Contracting	\$559,900.00
Atlantic Contracting	\$562,421.00
Regional Environmental	\$719,378.00

; and

WHEREAS, that the City Engineer recommends that the lowest bid of Dan's Hauling and Demolition be accepted in the amount of \$287,000.00.

NOW, THEREFORE, BE IT

RESOLVED, that financing for this project is contingent on the approval of bond funding; and be it further

RESOLVED, that once financing has been secured, the Mayor is hereby authorized to execute a contract with Dan's Hauling and Demolition to demolition the building at 31 Crescendoe Road for the amount of \$287,000.00.

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 September 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



September 18, 2023

Resolution No. 4, 2023

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

**ACCEPT PROPOSAL FOR THE ROOF REPLACEMENT AT THE DEPARTMENT
OF PUBLIC WORKS (DPW) GARAGE**

WHEREAS, the Department of Public Works is in need of replacing the roof on their building located at 30 Crescendoe Road; and

WHEREAS, the City authorized Greenman-Pedersen (GPI) to prepare specifications for this project and advertise for proposals; and

WHEREAS, the following proposals were received and opened on September 13, 2023:

BIDDER	AMOUNT
S&L Roofing	\$2,575,900.00
Vermont Construction	\$2,985,000.00
Greenwood Industries	\$2,266,000.00
Titan Roofing	\$2,021,000.00

; and

WHEREAS, that the City Engineer recommends that the lowest offer from Titan Roofing be accepted in the amount of \$2,021,000.00.

NOW, THEREFORE, BE IT

RESOLVED, that financing for this project is contingent on the approval of bond funding; and be it further

RESOLVED, that once financing has been secured, the Mayor is hereby authorized to execute a contract with Titan Roofing to repair the roof at the Department of Public Works garage for the amount of \$2,021,000.00.

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 September 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



September 18, 2023

Resolution No. 5, 2023

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

RENEWAL FIVE=YEAR AGREEMENT WITH THE NEW YORK STATE UNIFIED
COURT SYSTEM, FOR COURT CLEANING AND MINOR REPAIRS, FOR THE PERIOD
OF APRIL 1, 2023 – MARCH 31, 2028

WHEREAS, the City of Johnstown wishes to enter into a new five-year Agreement with the New York State Unified Court System (UCS) for court cleaning and minor repairs; and

WHEREAS, this term shall be for a maximum of five-years, beginning April 1, 2023 and terminating March 31, 2028; and

WHEREAS, the initial period of this five-year term shall commence April 1, 2023 and terminate March 31, 2028; and

WHEREAS, pursuant to the Agreement, the proposed budget for services rendered during the first year (2023-2024) shall be \$35,786.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed, to execute a new Five-Year Agreement with the New York State Unified Court System for court cleaning and minor repair services, attached hereto as Schedule "A".

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 September 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FOURTH JUDICIAL DISTRICT
101 STATE FARM PLACE, SUITE 100
MALTA, NEW YORK 12020
(518) 285-5099
FAX # (518) 453-8988

TAMIKO AMAKER
Acting Chief Administrative Judge

JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

FELIX J. CATENA
District Administrative Judge
Fourth Judicial District

JOANNE B. HAELEN
District Executive

JOANNE M. MANN
Deputy District Executive

August 23, 2023

The Honorable Amy Praught
The City of Johnstown
P.O. Box 160
Johnstown, New York 12095

Re: Five-Year Agreement (2023-2028) between the Unified Court System (UCS) and the City of Johnstown for Court Cleaning and Minor Repairs Contract: C300511

Dear Mayor Praught:

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the City of Johnstown, for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2023.

The proposed budget for services to be rendered pursuant to the first year (2023-24) of said contract shall be \$35,786.00, as detailed in Appendix B of the Agreement. The Program will reimburse the municipality a percentage of its eligible expenses in pursuit of clean and well-maintained courts. With this in mind, a comprehensive program of systematic facilities planning and budget development will benefit not only the courts, but the municipality, as well.

Please submit two sets of the signed original Agreement and related documents to my attention, at the above address. Each set must include a signed Agreement, a fully completed, signed and notarized Acknowledgment form, an Appendix A and a signed Appendix B (proposed budget for year one). Thank you.

Sincerely,

Chelsea Barrett

Chelsea R. Barrett
Management Analyst

CRB:jec
Enclosures

C: The Honorable Thomas Herr, Treasurer
Stephen Russo, City Court Chief Clerk

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
THE CITY OF JOHNSTOWN**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

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

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the City of Johnstown Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023** for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase

over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative

and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during

the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period

shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in

accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies,

procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Joanne B. Haelen, District Executive
Unified Court System

Fourth District Administrative Office
101 State Farm Place, Suite 100
Malta, New York 12020

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

ACKNOWLEDGMENT

[illegible][illegible]

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

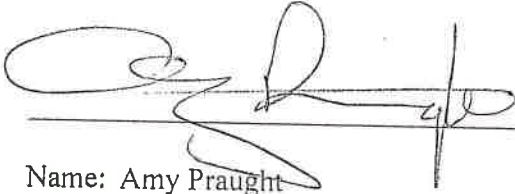
1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to

NYS Contract Number C300511

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
THE CITY OF JOHNSTOWN

A handwritten signature in black ink, appearing to read 'Amy Praught', written over a horizontal line.

Name: Amy Praught

Title: Mayor

Dated: 8/28/23

For: NEW YORK STATE
UNIFIED COURT SYSTEM


Maureen McAlary, Director

Division of Financial Management

Dated:

payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **IDENTIFICATION NUMBER(S).**

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number; (ii) the payee's Federal social security number; and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax

liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Unified Court System

Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2023 thru March 31, 2024

Name of County or City: City of Johnstown: Contract C300511

Court Spaces to be Cleaned and
Repaired Pursuant to this Budget

List Court Buildings:

Name and Address of Each Court Building
(Including County Clerk Space)

Total

Building Net Usable
Square Feet

Owned or Leased

Net Usable Sq. Ft.

Court Related

Aid Eligible
Percentage

City Hall		Owned	11,000	4,437	40%
33-41 East Main Street					
Johnstown, NY 12095					
Combined			11,000	4,437	40%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)

Nature of Changes

Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
1	Brezzy Cleaning	Office cleaning	City Hall	\$40,000	40%	\$16,000
2	Cintas	Floor mats	City Hall	\$2,200	40%	\$880
3						
4						
5						
6						
1(a) Subtotal:						\$16,880

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
7	N/A					
8						
9						
10						
11						
12						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
General Supplies&Equipment	City Hall	1	\$500	40%	\$200
13					
14					
15					
16					
17					
18					
1(c) Subtotal:					\$200

1(d) - Total Cleaning Costs (1a+1b+1c): \$17,080

2 Trash Removal and Disposal
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
19	N/A					
20						
21						
22						
23						
2(a) Total:						\$0

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
24	N/A					
25						
26						
27						
28						
2(b) Total:						\$0
2(c) - Total Trash Removal & Disposal (2a+2b):						2(c)
						\$0

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
29	N/A					
30						
31						
32						
33						
34						

3(a) Subtotal:

\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
35	N/A						
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
41	Filters	City Hall	12	\$50	100%	\$600
42						
43						
44						
45						
46						
3(c) Subtotal:						\$600
3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c):						\$600

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

17,680

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
b - Painting
c - Interior Ceilings
d - Bathrooms
e - Fixtures
f - Minor Renovation
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
47	a/b	Carpet/Floor Replacement	City Hall				\$10,000	100%	\$10,000
48	e	Purchase and install baby changing station in male/female bathrooms or a gender neutral bathroom.	City Hall				\$400	100%	\$400
49									
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$10,400

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5) 6: \$28,080

7 Building and Property Maintenance:

7(a) Service Contracts Use Codes A-G:

- | | |
|----------------------|------------------------------|
| a - Pest Control | e - Security & Alarm Systems |
| b - Elevators | f - Property Maintenance |
| c - HVAC | g - Other (Identify) |
| d - Telephone Wiring | |

Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
58	b ThyssenKrupp	Elevator Maintenance	City Hall	\$6,000	40%	\$2,400
59	e Tri-County Fire	Fire Extinguisher Maintenance	City Hall	\$200	40%	\$80
60	c TBD	Courtroom AC Unit Maint	City Hall	\$1,500	100%	\$1,500
61	f/g Various vendors	General Maintenance	City Hall	\$2,500	40%	\$1,000
62						
63						
64						
65						
66						
67						
68						
7(a) Subtotal:						\$4,980

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
69	1 City Hall	\$33,000	\$9,570	\$42,570	40%	\$17,028
70						
71						
72						
73						
74						
75						
76						
7(b) Subtotal:						\$17,028

7(c) Supplies and Equipment

FY23-24

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77 General Supplies&Equipment	City Hall	1	\$5,000	40%	\$2,000
78					
79					
80					
81					
7(c) Subtotal:					\$2,000

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): \$24,008

8 Total - Building and Property Maintenance Costs: \$24,008

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) \$6,002

10 Total Proposed Direct Costs (Item 6 + Item 9):

11 Overhead Costs (Item 10 x .05):

12 Total Proposed Contract Amount (Item 10 + Item 11):

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Thomas Herr
Title:	Treasurer
Signature:	
Date:	

County or City:	City of Johnstown
Address:	33-41 East Main Street
	Johnstown, NY 12095
Phone:	(518) 736-4017

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

41 & 60	Materials and work dedicated to 100% of court occupied space (Courtroom).



September 18, 2023

Resolution No. 6, 2023

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

ADOPT RULES AND REGULATIONS FOR THE WATER DEPARTMENT

NOW, THEREFORE BE IT,

RESOLVED, that the Common Council hereby adopts the Rules and Regulations for the City of Johnstown Water Department, attached hereto, replacing all previous rules and regulations previously adopted; and be it further

RESOLVED, that the Rules and Regulations govern the operation, use and services of the water system and department; and be it further

RESOLVED, said rules and regulations shall take effective 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 September 18, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor