



Resolution No. 29, 2026

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

EXECUTE AGREEMENT WITH CT MALE ASSOCIATES FOR ENGINEERING SERVICES ASSOCIATED WITH THE EVALUATION AND DEMOLITION OF CERTAIN CITY OWNED BUILDINGS

WHEREAS, the City of Johnstown is desirous of entering into an Agreement with CT Male Associates for general engineering services; and

WHEREAS, CT Male will provide the City with engineering services associated with the evaluation and demolition of certain city owned buildings, more particularly buildings located at 40-52 W. State Street and 5-7 N. Melcher Street; and

WHEREAS, CT Male will perform engineering services on an hourly basis, with a maximum amount payable, not to exceed \$29,600.00, set by purchase order. Additional work may be performed as requested with the execution of additional purchase orders issued by the City.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute a General Engineering Services Proposal, a copy of which is annexed hereto, with CT Male Associates, to provide on-call general consulting services for the City of Johnstown.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

C.T. MALE ASSOCIATES

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

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



February 13, 2026

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

Re: *Proposal for Engineering Services*
5-7 North Melcher Street and 40-52 West State Street
Johnstown, NY 12095

Dear Mr. Vose:

As requested, C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male Associates) is pleased to submit this proposal for the following engineering services associated with the evaluation and demolition of the building located at 40-52 West State Street in Johnstown, NY, and the demolition of the building located at 5-7 North Melcher Street in Johnstown, NY:

Scope of Services

1. Conduct one (1) site visit to visually observe and document the existing condition of visible structural elements (i.e., roof framing, floor framing, walls, floor slabs, etc.) within safely accessible areas of the building located at 40-52 West State Street. Accessing the roof surface for evaluation is not included in this proposal. Evaluation of the building located at 5-7 North Melcher Street was previously completed and is not included in this proposal.
2. Prepare and submit a letter report that documents the observed conditions of the building located at 40-52 West State Street, which identifies apparent and/or suspected structural deficiencies, and provides an opinion regarding the structural integrity of this building and the need for repairs, corrective actions, or demolition. Digital photographs taken during the site visit will be included in the report. Designs, details, or cost estimates for any recommended repairs, corrective actions, or demolition are not included in the proposed scope of services.
3. Assuming that the building located at 40-52 West State Street requires demolition, prepare one (1) set of technical specifications and bid documents for the demolition of the buildings located at 40-52 West State Street and 5-7 North Melcher Street. We do not anticipate that drawings will be required; therefore, the preparation of drawings is not included in this proposal.

C.T. MALE ASSOCIATES

Mr. Christopher Vose
February 13, 2026
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4. Submit technical specifications and bid documents to the City of Johnstown (City) in Portable Document Format (".pdf") for review at the 90% level of completion.
5. Review and address comments received from the City and submit updated .pdf technical specifications and bid documents to the City for solicitation of bids from contractors.
6. Attend one (1) pre-bid conference with the City and prospective bidders at each building location. Bidding documents will require attendance at the pre-bid conference.
7. Address questions from bidders during the bid period and issue addenda, if needed.
8. Review bids and make a recommendation for award of the project to the City.
9. Prepare construction contracts for execution by Contractor and City.

Assumptions and Exclusions

1. This proposal assumes that we will have access to the buildings during our normal business hours (7:30 AM to 4:30 PM Monday through Friday, excluding holidays).
2. This proposal assumes that the demolition of both buildings will be bid as part of the same project so that only one (1) set of specifications and bid documents, one pre-bid conference, and one construction contract is required. If the demolition of the buildings is bid separately, additional fee will be required.
3. The following services are not included in the proposed scope of services, but can be provided for an additional fee, if requested:
 - a. Construction phase services, such as attending pre-construction meetings, project progress meetings, reviewing contractor submittals and shop drawings, answering contractor questions, and conducting site visits for observations during construction. We will prepare a scope and fee for this service once a demolition contract is awarded and a demolition schedule is known.
 - b. Sampling or testing for lead-based paint, asbestos-containing materials, or any other potential hazardous substances. At this time, we assume that the buildings are condemned or will be condemned and will be demolished as a controlled demolition with lead and/or asbestos in-place.
 - c. Special Inspections as defined by Chapter 17 of the Building Code of New York State.
 - d. Analysis or designs associated with the repair of adjacent buildings.
 - e. Preparation of building or demolition permits or site plan applications, or attendance at local planning board or other municipal meetings.
 - f. Property boundary surveys.
 - g. Any other services not specifically identified in the Scope of Services.

C.T. MALE ASSOCIATES

Mr. Christopher Vose
February 13, 2026
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4. All deliverables will be submitted in electronic format.
5. This proposal is valid for ninety (90) days from the date of issuance.

Fee

We will provide the proposed scope of services for the lump sum fee of twenty-nine thousand six hundred dollars (\$29,600.00), plus reimbursable expenses. Reimbursable expenses will be invoiced according to C.T. Male 2026 Standard Reimbursable Rate Schedule in addition to the lump sum fee. The estimated cost for reimbursable expenses is four hundred dollars (\$400.00).

Work will commence after execution of contract and after authorization to proceed by the City. Upon authorization we will develop a schedule for this scope of work for the City's review.

If you have any questions or require additional information, please feel free to contact me at (518) 848-3533 or via email at j.gordon@ctmale.com.

Sincerely,

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



Jacob R. Gordon, P.E., ENV-SP
Regional Office Manager



Christopher M. Shaver, P.E.
Managing Structural Engineer



March 16, 2026

Resolution No. 30, 2026

Council Member *McCallum* presented the following Resolution and moved its adoption.

ADVERTISE FOR PUBLIC HEARING TO ESTABLISH A COST RECOVERY POLICY FOR THE CITY OF JOHNSTOWN PLANNING BOARD

WHEREAS, the City of Johnstown Planning Board is authorized pursuant to the City Zoning Ordinance and the General City Law to review certain land use applications, including but not limited to subdivisions, lot line adjustments, site plan approvals, and special use permits; and

WHEREAS, applications require publication of legal notices and/or public hearing notices in accordance with applicable law, including environmental review pursuant to the State Environmental Quality Review Act (SEQRA) and referrals under General Municipal Law §239-m; and

WHEREAS, the Common Council finds it appropriate and equitable that applicants bear the direct costs associated with required public notice of their applications; and

WHEREAS, the Planning Board desires to adopt a Cost Recovery Policy, attached hereto; and

WHEREAS, a Public Hearing is required so all interested parties can be heard.

NOW, THEREFORE, BE IT

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, the official newspaper of the City of Johnstown, which Public Hearing is set for Monday, April 20, 2026 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Chapter 54

COST RECOVERY POLICY

Section 54-13; Cost Recovery Policy

A. No General Planning Board Application Fee

At the time of adoption of this section, the City of Johnstown does not impose a general Planning Board application fee for routine site plan review or standard Planning Board matters. The Common Council may establish such fees in the future by resolution or by adoption of a fee schedule.

B. Subdivision and Lot Line Adjustment Cost Responsibility

Applicants seeking Minor Subdivision, Major Subdivision, or Lot Line Adjustment approval shall be responsible for reimbursing the City for reasonable costs incurred by the City in connection with review and processing of the application, including but not limited to:

1. Public hearing publication costs;
2. Required mailing or notice costs;
3. Recording fees, filing fees, or Mylar or map reproduction costs;
4. Reasonable professional review costs, including engineering, planning, or legal services, when such review is deemed necessary by the Planning Board.

C. Public Hearing Publication Costs

When a public hearing or legal notice is required as part of a Planning Board application, the applicant shall be responsible for the full cost of such publication and any associated notice requirements.

D. Collection Method

The City Clerk, or other designated official, shall arrange for all required public hearing notices or legal publications associated with a Planning Board application. Upon receipt of an invoice for such publication or notice, the City shall bill the applicant for the actual cost incurred. The applicant shall reimburse the City for such costs prior to the issuance of any final Planning Board approval, permit, endorsement, or filing authorization.

E. Payment Requirement

No building permit, plat signature, endorsement, or filing authorization shall be issued and no final Planning Board approval shall be released until all applicable fees, publication costs, and other reimbursable expenses have been paid in full.



Resolution No. 2, 2026

Planning Board Member Easterly presented the following Resolution and moved its adoption:

**RECOMMEND THAT THE COMMON COUNCIL AMEND ORDINANCE 305-26;
APPLICATION PROCEDURES, TO INCLUDE A COST RECOVERY POLICY**

WHEREAS, the Planning Board of the City of Johnstown is authorized pursuant to the City Zoning Ordinance and the General City Law to review applications including, but not limited to, subdivisions, lot line adjustments, site plan approvals, and special use permits; and

WHEREAS, applications require the publication of legal notices and public hearing notices in accordance with applicable law, including environmental review pursuant to the State Environmental Quality Review Act (SEQRA) and referrals under General Municipal Law §239-m; and

WHEREAS, the cost of such required publication is currently borne by the City regardless of the nature or scope of the private development application; and

WHEREAS, the Planning Board finds it reasonable, equitable, and consistent with municipal practice that applicants bear the direct costs associated with required public notice of their applications.

NOW, THEREFORE, BE IT

RESOLVED, that this recommendation is intended solely to authorize recovery of actual publication costs and does not establish a general Planning Board application fee; and be it further

RESOLVED, that the Planning Board of the City of Johnstown hereby formally recommends that the Common Council Amend Ordinance 305-26; Application Procedures, to include A Cost Recovery Policy, attached hereto.

Seconded by Planning Board Member Thomas

Adopted by the following vote:

	Yes	No	Abstain	Absent
Board Member Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board Member Cotter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Board Member Easterly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board Member Thomas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board Member Camarra	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS	4			1
RESULT	Passed / Failed / Tabled			



March 16, 2026

Resolution No. 31, 2026

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

ADVERTISE FOR A PUBLIC HEARING TO AMEND CHAPTER 80; TRAFFIC VIOLATIONS BUREAU IN ORDER TO ESTABLISH A CIVIL ADMINISTRATIVE ENFORCEMENT SYSTEM FOR UNPAID PARKING VIOLATIONS

WHEREAS, the Common Council wishes to adopt Local Law #1, attached hereto, to amend Chapter 80; Traffic Violations Bureau in order to establish a civil administrative enforcement system for unpaid parking violations, including:

- Late fee schedule
- Referral to the New York State Department of Motor Vehicles for registration suspension pursuant to Vehicle and Traffic Law §§ 1640 and 237
- Vehicle immobilization (“boot”) and towing authority
- Installment payment agreements
- Hardship waiver authority
- Elimination of arrest warrants for nonpayment of parking violations

; and

WHEREAS, a Public Hearing is required so all interested parties may be heard.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, the official newspaper of the City of Johnstown, which Public Hearing is set for Monday, April 20, 2026 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

LOCAL LAW NO. 1 OF 2026

**A LOCAL LAW AMENDING CHAPTER 80 OF THE CODE OF THE CITY OF JOHNSTOWN
RELATING TO CIVIL ENFORCEMENT OF PARKING VIOLATIONS**

SECTION 1 LEGISLATIVE INTENT.

The Common Council finds that unpaid parking violations undermine parking compliance, municipal revenue stability, and equitable enforcement. The prior warrant-based enforcement model is inefficient and places unnecessary burden on the City Court.

This Local Law establishes a civil administrative enforcement system utilizing late fees, installment agreements, vehicle immobilization and towing authority, and referral to the New York State Department of Motor Vehicles for registration suspension pursuant to Vehicle and Traffic Law §1640 and 237.

**SECTION 2. CHAPTER 80 OF THE CODE OF THE CITY OF JOHNSTOWN IS HEREBY AMENDED
TO READ AS FOLLOWS:**

§ 80-1 PURPOSE.

The City Court of Johnstown is authorized to establish a Traffic Violations Bureau to assist the court in the disposition of infractions relating to traffic violations. The court is authorized to designate the City Treasurer as head of the Traffic Violations Bureau for the disposition of parking violations.

This Chapter further establishes a civil administrative enforcement system for unpaid parking violations, including late fees, DMV registration suspension referral, installment agreements, hardship waiver authority, and vehicle immobilization and towing.

§ 80-2 JURISDICTION.

The Traffic Violations Bureau is authorized to dispose of violations of traffic laws, ordinances, rules and regulations relating to stopping, standing and parking of motor vehicles within the City of Johnstown.

Unpaid parking violations constitute civil liabilities enforceable pursuant to this Chapter.

§ 80-3 PROCEDURE.

A. Answering a Parking Violation.

A person charged with a parking violation may answer within thirty (30) days by appearing at the Traffic Violations Bureau or by written power of attorney, pleading guilty, waiving a hearing, and paying the prescribed fine.

Acceptance of payment constitutes satisfaction of the violation.

B. Form of Written Power of Attorney.

(Existing statutory form retained.)

C. Default.

If a person fails to answer or pay within thirty (30) days:

1. The violation shall be deemed in administrative default.
2. A late fee shall be imposed pursuant to § 80-4.
3. The City may certify the violation to the New York State Department of Motor Vehicles pursuant to Vehicle and Traffic Law § 1640 and 237.
4. The vehicle may become eligible for immobilization or towing pursuant to § 80-6.
5. The City may pursue lawful civil collection remedies.

No arrest warrant shall be issued solely for nonpayment of a parking violation unless otherwise required by law.

§ 80-4 FINES AND LATE FEES.

The City Court shall designate base parking fines.

The following late fees are hereby established:

- A. After 30 days: \$10
- B. After 60 days: additional \$20
- C. After 90 days: administrative enforcement fee of \$50

DMV referral eligibility shall occur when:

- A. Three (3) or more violations are unpaid; or
- B. Aggregate unpaid balance equals or exceeds \$150.

All late fees constitute civil penalties.

§ 80-5 RECORDS.

The Traffic Violations Bureau shall maintain records of all violations, payments, defaults, DMV certifications, and enforcement actions sufficient to comply with state law and audit requirements.

§ 80-6 VEHICLE IMMOBILIZATION AND TOWING.

A vehicle shall be eligible for immobilization or towing when:

- A. Three (3) or more violations are in default; or
- B. Aggregate unpaid balance equals or exceeds \$200.

Prior to immobilization or towing, written notice shall be mailed to the registered owner at least ten (10) days before enforcement.

Vehicles shall be released upon:

- A. Full payment of all amounts due; or
- B. Execution of an installment agreement and payment of applicable boot/tow fees.
 1. Boot fee: \$75
 2. Tow fee: actual contracted rate
 3. Storage: actual daily rate

An administrative review may be requested within five (5) business days of enforcement.

§ 80-7 INSTALLMENT AGREEMENTS.

The Treasurer may enter installment agreements subject to:

- A. Minimum 20% down payment
- B. Minimum \$25 monthly payments
- C. Maximum 12-month duration

Failure to comply results in reinstated enforcement eligibility.

While compliant, DMV referral and immobilization shall be stayed.

§ 80-8 HARDSHIP WAIVER.

- A. The Treasurer may waive late fees and administrative fees upon written application demonstrating financial hardship.
- B. Waivers shall not exceed \$100 per applicant per calendar year.
- C. Base fines shall not be waived absent court order.

SECTION 3. SEVERABILITY.

If any portion of this Local Law is declared invalid, the remaining provisions shall remain in effect.

SECTION 4. EFFECTIVE DATE.

This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Municipal Home Rule Law § 27.



March 16, 2026

Resolution No. 32, 2026

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

ADVERTISE FOR A PUBLIC HEARING TO ESTABLISH A TEMPORARY MORATORIUM ON BATTERY ENERGY STORAGE SYSTEMS IN THE CITY OF JOHNSTOWN

WHEREAS, the Planning Board has recommended the adoption of a temporary moratorium on Battery Energy Storage Systems; and

WHEREAS, the City’s Zoning Code does not presently regulate Battery Energy Storage Systems; and

WHEREAS, the Council finds it necessary to preserve the status quo while appropriate land use regulations are studied and developed; and

WHEREAS, a Public Hearing is required so all interested parties may be heard.

NOW, THEREFORE, BE IT RESOLVED:

1. That Local Law No. 2 of 2026, attached hereto, entitled “A Local Law Establishing a Temporary Moratorium on Battery Energy Storage Systems” is hereby introduced.
2. Adoption of this Local Law constitutes a Type II action under 6 NYCRR §617.5(c)(36) and therefore requires no further environmental review.
3. Refer, if applicable, the proposed Local Law to Fulton County Planning pursuant to General Municipal Law §239-m; and be it further

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, the official newspaper of the City of Johnstown, which Public Hearing is set for Monday, April 20, 2026 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

LOCAL LAW NO. 2 OF 2026

A Local Law Establishing a Temporary Moratorium on Battery Energy Storage Systems

Section 1 – Legislative Findings and Intent

The Common Council of the City of Johnstown hereby finds and determines as follows:

1. In February 2024, the City adopted Section 22-508 of the City Code prohibiting the construction of solar farms within the corporate limits of the City of Johnstown.
2. Battery Energy Storage Systems (BESS) constitute a distinct and independent land use separate from solar energy generation facilities.
3. The City's current Zoning Code does not contain definitions, use classifications, siting criteria, dimensional standards, operational requirements, decommissioning requirements, or emergency response provisions governing Battery Energy Storage Systems.
4. Commercial and utility-scale Battery Energy Storage Systems involve specialized equipment, including lithium-ion or similar battery technologies, which present unique land use, fire safety, hazardous material management, environmental, noise, screening, and emergency response considerations.
5. The Common Council finds that national and state fire codes, including NFPA 855, establish technical safety standards that require local coordination with fire and emergency services.
6. The City of Johnstown Fire Department and emergency response personnel must have adequate opportunity to evaluate operational protocols, hazard mitigation plans, and response capabilities prior to the siting of such facilities.
7. In the absence of local zoning regulations specifically governing Battery Energy Storage Systems, such facilities could potentially be proposed under general or industrial use classifications without appropriate safeguards tailored to their unique impacts.
8. The Common Council further finds that it is in the interest of public health, safety, and welfare to undertake a comprehensive review of:
 - a. Appropriate zoning districts for such uses;
 - b. Setback and dimensional standards;
 - c. Screening and buffering requirements;
 - d. Emergency response coordination;
 - e. Decommissioning and financial security requirements; and
 - f. Ongoing inspection and compliance standards.
9. The Common Council determines that a temporary moratorium is necessary to preserve the status quo while such study and regulatory development is conducted.

10. This moratorium is not intended as a permanent prohibition, nor is it directed at any pending application. Rather, it is a temporary planning measure to allow for the orderly development of land use regulations.
11. Tier 1 accessory residential battery systems serving one- or two-family dwellings are exempt from this moratorium, as such systems are regulated under the New York State Uniform Fire Prevention and Building Code and do not present the same land use impacts as commercial or utility-scale facilities.

Accordingly, the Common Council enacts this temporary moratorium pursuant to Municipal Home Rule Law §10 to protect the public health, safety, and welfare while appropriate regulations are developed.

Section 2 – Definition

“Battery Energy Storage System” shall mean a rechargeable energy storage system consisting of one or more battery modules, battery management systems, inverters, and associated equipment designed to store and discharge electrical energy at commercial or utility scale.

Section 3 – Moratorium Imposed

For a period of one (1) year from the effective date of this Local Law:

1. No application shall be accepted, reviewed, approved, or issued for:
 - a. Site plan approval
 - b. Special use permit
 - c. Building permit
 - d. Zoning permit
 - e. Subdivision approval
 - f. Certificate of occupancy
 - g. Any other municipal approval relating to the construction, installation, expansion, or operation of a Battery Energy Storage System.

Section 4 – Hardship Relief

An applicant may apply to the Zoning Board of Appeals for relief upon demonstrating:

1. The moratorium causes undue hardship, and
2. Granting relief will not undermine the legislative intent of this Local Law.

The burden shall rest on the applicant.

Section 5 – Duration

This moratorium shall expire one (1) year from its effective date unless extended by subsequent Local Law.

Section 6 – Supersession

This Local Law is adopted pursuant to Municipal Home Rule Law §10 and supersedes any inconsistent provisions of the City Code to the extent necessary to give effect to this moratorium.

Section 7 – Severability

If any provision is held invalid, the remainder shall not be affected.

Section 8 – Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.



March 16, 2026

Resolution No. 33, 2026

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

APPOINT COMMISSIONER OF DEEDS IN THE CITY OF JOHNSTOWN

BE IT RESOLVED, that Abigail Brown, employed by Joan Antonik, Esq. is hereby appointed as a Commissioner of Deeds in the City of Johnstown commencing March 17, 2026 through January 31, 2027.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 34, 2026

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

2026 BUDGET TRANSFER

WHEREAS, the City Engineer is requesting a budget transfer for the following:

- \$20,000.00 from Street Department Equipment line; 5110.200 to Central Garage Equip Outlay line; 5132.200 to cover cost of replacing a non-functioning fire alarm panel; and

NOW, THEREFORE BE IT,

RESOLVED, the Common Council hereby approves the City Engineer’s request for a budget transfer totaling \$20,000.00.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 35, 2026

Council Member *McCallum* presented the following Resolution and moved its adoption:

EXECUTE A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, P.C. FOR ENGINEERING SERVICES ASSOCIATED WITH THE WEST STATE STREET BRIDGE REPLACEMENT (BIN 2204420)

WHEREAS, the City previously entered into an agreement with MJ Engineering and Land Surveying, P.C. to provide professional engineering services associated with the project; and

WHEREAS, the Common Council has determined it appropriate to formally ratify and confirm said agreement; and

WHEREAS, due to project evaluation and coordination with applicable agencies, the scope of work has been expanded from a superstructure replacement to a full bridge replacement; and

WHEREAS, MJ Engineering and Land Surveying, P.C. has submitted a Supplemental Agreement for additional professional services necessary to complete the expanded scope of work; and

WHEREAS, the cost of the supplemental services remains within the total funding available for the project through grant and program allocations.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Johnstown hereby ratifies and confirms the original agreement, attached hereto, with MJ Engineering and Land Surveying, P.C. for engineering services related to the West State Street Bridge project; and be it further

RESOLVED, that the Mayor is hereby authorized to execute a Supplemental Agreement, attached hereto, with MJ Engineering and Land Surveying, P.C. for additional engineering services associated with the conversion of the project scope from a superstructure replacement to a full bridge replacement; and be it further

RESOLVED, that the Mayor is also authorized and directed to execute any other documents necessary to effectuate the project in accordance with NYSDOT requirements.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Architectural/ Engineering Consultant Agreement

PIN 2755.04 Municipal Contract No. N/A

Agreement made this _____ day of February 2026 by and between

The City of Johnstown

having its principal office at 33-41 East Main Street, Johnstown, NY 12095 (the "City")

and

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.

with its office at 21 Corporate Drive, Clifton Park, NY 12065 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

Replacement of BIN 2204420 (The West State Street Bridge)

(as described in detail in Attachment A annexed hereto, the "Project") the City has sought to engage the services of the Consultant to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the City has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, Amy Praught, Mayor of the City of Johnstown is authorized to enter this Agreement on behalf of the City of Johnstown.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" – Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the City, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the City.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the City shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.1 Cost Plus Fixed Fee Method (Revised March 2021)			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this Project.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the Consultant WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</p>	<p>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</p> <p>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p>	<p>The Consultant shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>Bills are subject to approval of the Sponsor and Sponsor's Representative.</p>
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement, all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of City at the completion of the work or at the option of City, respectively.	Salvage value	
ITEM IV	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>For the purpose of this Contract, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established not to exceed 189% (office), in all events not to exceed 195%, subject to audit.	
ITEM V	<p>Negotiated Lump Sum Fixed Fee.</p> <p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	A negotiated Fixed Fee which in this CONTRACT shall equal \$10,404 .	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$151,200 .	

ARTICLE 4. INSPECTION

The duly authorized representatives of the **City**, and on Federally aided projects, representatives of the NYSDOT and FHWA shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the **City**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct nonsalary, overhead, and fee.

5.2 In order to enable the **City** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **City** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **City** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the **City** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **City** on a monthly basis or such alternative interval as the **City** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **City**, in writing, of this fact prior to beginning any of the work. The **City** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **City** determines that such work does constitute extra work, the **City** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **City**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **City** to the CONSULTANT for execution after approvals have been obtained from necessary **City** officials, and, if required from the Federal Highway

Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the City all assistance required by the City. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the City directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the City from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars \$1,000,000 per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the City and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars)each.

The CONSULTANT shall furnish a certified copy of said policies to the City at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the City or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and

other evidence directly pertinent to performance under this contract (collectively called the “Records”). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **City**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **City** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **City** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The **City** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the **City** - if a termination is brought about for the convenience of the **City** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT’S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the **City**’s determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the **City**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **City** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **City** or his duly authorized representative. In case of the failure of the CONSULTANT’s successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the **City** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **City**, the **City** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the City.

If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the City a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor

or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the **City**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the City may, in certain circumstances, provide compensation for such work.
- B. Neither the City's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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 Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECTS ROW incidental work or construction engineering; or

- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 City and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and Chapter 6 Appendices other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **City** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

<p>City of Johnstown</p> <p>by: _____ <i>Amy Praught, Mayor</i></p> <p>Date: _____</p>	<p>MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.</p> <p>by: _____ <i>Michael D. Panichelli, President</i></p> <p>Date: <u>01.26.2026</u></p>
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ACKNOWLEDGEMENT OF THE CITY OF JOHNSTOWN

STATE OF NEW YORK

ss:

COUNTY OF FULTON

On this ____ day of _____, 2026 before me, the subscriber personally appeared, Amy Praught to me known, who, being by me duly sworn, did depose and say; that she resides in the City of Johnstown that she is the Mayor of the City of Johnston, described in and which executed the foregoing instrument; that it was executed by order of the _____ of said City pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that she signed her name thereto by like order.

Notary Public, Fulton County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this 26th day of January, 2026 before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President of MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.**

KAREN MAGGIO
Notary Public State of New York
No. 01MA6011485
Qualified in Rensselaer County
Commission Expires: August 10, 2026

Karen Maggio

Notary Public, Rensselaer County, N.Y.

Architectural/ Engineering Consultant Agreement

PIN 2755.04 Municipal Contract No. N/A

Agreement made this _____ day of June 2025 by and between

The City of Johnstown

having its principal office at 33-41 East Main Street, Johnstown, NY 12095 (the "City")

and

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.

with its office at 21 Corporate Drive, Clifton Park, NY 12065 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

Superstructure Replacement of BIN 2204420 (The West State Street Bridge)

(as described in detail in Attachment A annexed hereto, the "Project") the City has sought to engage the services of the Consultant to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the City has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Amy Praught, Mayor of the City of Johnstown** is authorized to enter this Agreement on behalf of the City of Johnstown.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" – Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the City, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the City.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the City shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Reimbursable Method for Design Services – Cost Plus Fixed Fee	
ITEM I	<p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this Project.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the Consultant WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p> <p>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>
ITEM II	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p> <p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established not to exceed 189%, subject to audit.</p>
ITEM III	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>For the purpose of this Contract, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p> <p>Negotiated Lump Sum Fixed Fee.</p>
ITEM IV	<p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p> <p>The Maximum Amount Payable</p>
ITEM V	<p>Maximum Amount Payable under this Method shall be Four Hundred Seventy-Eight Thousand Eight Hundred Dollars (\$478,800).</p>

ARTICLE 4. INSPECTION

The duly authorized representatives of the **City**, and on Federally aided projects, representatives of the NYSDOT and FHWA shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the **City**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct nonsalary, overhead, and fee.

5.2 In order to enable the **City** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **City** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **City** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the **City** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **City** on a monthly basis or such alternative interval as the **City** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **City**, in writing, of this fact prior to beginning any of the work. The **City** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **City** determines that such work does constitute extra work, the **City** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **City**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **City** to the CONSULTANT for execution after approvals have been obtained from necessary **City** officials, and, if required from the Federal Highway

Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the City all assistance required by the City. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the City directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the City from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars \$1,000,000 per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the City and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars)each.

The CONSULTANT shall furnish a certified copy of said policies to the City at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the City or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and

other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The City, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The City shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the City - if a termination is brought about for the convenience of the City and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the City's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the City, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the City shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the City or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the City for any damages it may sustain by reason thereof. Upon the delivery of all such data to the City, the City will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the City.

If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the City a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor

or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the City.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the City may in certain circumstances, provide compensation for such work.
- B. Neither the City's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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 Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any

financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 City and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.



ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and Chapter 6 Appendices other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

<p>City of Johnstown</p> <p>by:  Amy Praught, Mayor</p> <p>Date: <u>6/23/25</u></p>	<p>MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.</p> <p>by:  Michael D. Panichelli, President</p> <p>Date: <u>06.13.2025</u></p>
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ACKNOWLEDGEMENT OF THE CITY OF JOHNSTOWN

STATE OF NEW YORK

ss:

COUNTY OF FULTON

On this 23rd day of June, 2025 before me, the subscriber personally appeared, Amy Praught to me known, who, being by me duly sworn, did depose and say; that she resides in the City of Johnstown that she is the Mayor of the City of Johnstown, described in and which executed the foregoing instrument; that it was executed by order of the Common Council of said City pursuant to a resolution which was duly adopted on 1-15-2021 and which a certified copy is attached and made a part hereof; and that she signed her name thereto by like order.

CARRIE M. ALLEN
Notary Public, State of New York
Reg. No. 10AL6369292
Qualified in Fulton County
Commission Expires: January 02, 2026


Notary Public, Fulton County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT


STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this 13th day of June, 2025 before me, the subscriber personally appeared Michael D. Panichelli to me known, who, being by me duly sworn, did depose and say; that he resides in the Town of Clifton Park, New York; that he is the President of MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C., the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.

KAREN MAGGIO
Notary Public State of New York
No. 01MA6011485
Qualified in Rensselaer County
Commission Expires: August 10, 2026


Notary Public, Saratoga County, N.Y.
Rensselaer



March 16, 2026

Resolution No., 2026³⁶

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

**ADVERTISE FOR PUBLIC HEARING TO AMEND CHAPTER 98,
TO ADD ARTICLE III – KEEPING OF CHICKENS**

WHEREAS, the Common Council of the City of Johnstown has proposed an ordinance amending Chapter 98 – Animals of the Code of the City of Johnstown to add Article III – Keeping of Chickens, subject to certain regulations, within the City of Johnstown; and

WHEREAS, a Public Hearing is required so all interested parties may be heard.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, the official newspaper of the City of Johnstown, which Public Hearing is set for Monday, April 20, 2026 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Chapter 98 – Animals
Article III – Keeping of Chickens

§ 98-18 Definitions.

For the purposes of this article, the following terms shall have the meanings indicated:

CHICKEN. A domesticated fowl of the species *Gallus gallus domesticus*.

HEN. A female chicken.

ROOSTER. A male chicken.

CHICKEN COOP. A fully enclosed structure designed to provide shelter for chickens.

CHICKEN RUN. A fenced or enclosed outdoor area attached to or associated with a chicken coop which allows chickens access to the outdoors while remaining confined.

§ 98-19 Keeping of hens permitted.

- A. The keeping of hen chickens only shall be permitted as an accessory use to a single-family residence within the City of Johnstown, subject to the requirements of this article.
- B. Chickens shall be kept for personal household use only and not for commercial agricultural purposes.
- C. Chickens shall be properly housed and maintained in accordance with the provisions of this article.

§ 98-20 Roosters prohibited.

The keeping of roosters is prohibited within the City of Johnstown.

§ 98-21 Number of chickens permitted.

- A. No more than six (6) hens may be kept on any residential property.
- B. Chickens shall not be permitted on properties containing multi-family dwellings, unless otherwise authorized by the Common Council.

§ 98-22 Location and setbacks.

- A. Chicken coops and runs shall be located in the rear yard only.
- B. Chicken coops and runs shall not be located:

1. Within five (5) feet of any property line; or
 2. Within twenty-five (25) feet of any dwelling on an adjacent property.
- C. Chicken coops shall comply with all applicable zoning, building, and property maintenance regulations of the City.

§ 98-23 Enclosure requirements.

- A. Chickens shall be kept within a secure coop and enclosed run at all times.
- B. Chickens shall not be permitted to roam freely off the property.
- C. Coops and runs shall be constructed and maintained so as to:
 1. Protect chickens from predators;
 2. Provide adequate ventilation and shelter; and
 3. Prevent escape of chickens.

§ 98-24 Sanitation and maintenance.

- A. Chicken coops, runs, and surrounding areas shall be maintained in a clean and sanitary condition.
- B. Feed shall be stored in rodent-proof containers.
- C. Manure and waste shall be managed so as to prevent offensive odors, pest infestation, or unsanitary conditions.

§ 98-25 Registration and inspection required.

- A. No person shall keep chickens within the City of Johnstown without first registering with and obtaining a permit from the City Code Enforcement Office.
- B. The registration application shall include:
 1. The name and address of the property owner;
 2. If the property is not owner-occupied, written consent from the property owner authorizing the keeping of chickens on the property.
 3. The address of the property where the chickens will be kept;
 4. The number of hens to be kept; and
 5. The location of the chicken coop and run on the property.

- C. The Code Enforcement Office may require a site sketch or plan showing the proposed location of the chicken coop and run in relation to property lines and adjacent dwellings.
- D. A permit fee shall be established by resolution of the Common Council and shall be paid at the time of registration.
- E. The Code Enforcement Officer or their designee shall have the authority to inspect the property, chicken coop and run at reasonable times to ensure compliance with the provisions of this article.
- F. The permit issued pursuant to this section may be revoked by the Code Enforcement Officer if the permit holder is found to be in violation of any provision of this article and fails to correct such violation within the time period specified in a written notice of violation.
- G. Upon revocation of a permit, the permit holder shall remove all chickens from the property within a reasonable period of time, as determined by the Code Enforcement Officer.
- H. Permits issued pursuant to this section shall not be transferable and shall expire upon any change in ownership of the property where the chickens are kept.

§ 98-26 Slaughtering prohibited.

The slaughtering of chickens within the City of Johnstown is prohibited.

§ 98-27 Nuisances prohibited.

The keeping of chickens in a manner that results in excessive noise, odor, pest infestation, or other nuisance conditions shall be prohibited.

§ 98-28 Enforcement and penalties.

Any person who violates the provisions of this article shall be subject to enforcement and penalties as provided in the Code of the City of Johnstown and applicable law.



March 16, 2026

Resolution No. 37, 2026

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

AUTHORIZE PARTICIPATION IN THE NEW YORK STATE PAID FAMILY LEAVE PROGRAM

WHEREAS, the City of Johnstown recognizes the importance of supporting employees during significant family events and medical circumstances; and

WHEREAS, the New York State Paid Family Leave program provides eligible employees with job-protected paid leave for qualifying family situations; and

WHEREAS, the program allows eligible employees to receive up to twelve (12) weeks of paid leave to:

1. Bond with a newly born, adopted, or fostered child;
2. Care for a family member with a serious health condition; or
3. Assist loved ones when a family member is deployed abroad on active military service; and

WHEREAS, Paid Family Leave benefits run concurrently with the Family and Medical Leave Act when applicable; and

WHEREAS, the NYS Paid Family Leave program is funded entirely through employee payroll contributions and does not require direct employer funding; and

WHEREAS, the contribution rate established by New York State is 0.432% of an employee's gross weekly wages, with a maximum annual employee contribution of \$411.91; and

WHEREAS, eligible employees may receive a benefit equal to sixty-seven percent (67%) of their Average Weekly Wage (AWW), up to the New York State established maximum weekly benefit of \$1,228.53. Employees may supplement benefits with accrued leave in accordance with City policy; and

WHEREAS, the City intends to administer the Paid Family Leave program through Guardian Life Insurance Company of America.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Johnstown hereby authorizes participation in the New York State Paid Family Leave program for eligible City employees; and be it further

RESOLVED, that payroll deductions shall be implemented in accordance with New York State requirements to fund the employee-paid program; and be it further

RESOLVED, that the program shall be administered through Guardian Life Insurance Company of America, and the appropriate City officials are authorized to take all actions necessary to implement and administer the program; and be it further

RESOLVED, that this program shall become effective June 1, 2026, or the first payroll period thereafter.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	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 McCallum	<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"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor