



March 17, 2025

Mayoral Appointment

The following named individuals are hereby re-appointed to the City of Johnstown Planning Board. This appointment shall take effect April 1, 2025 and said term will expire March 31, 2028:

- Terri Easterly; and
- Elizabeth Camarra

Adopted _____ Carrie M. Allen, City Clerk	Appointment is hereby approved. _____ Amy Praught, Mayor
---	--



March 17, 2025

Resolution No. 25, 2025

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

AUTHORIZE CONTRACT WITH MUNISTAT SERVICES, INC.

RESOLVED, that the Mayor is hereby authorized and directed to execute a Municipal Advisor Services Agreement, a copy of which is annexed hereto, with Munistat Services, Inc. to provide financial advisory services, regarding bond issues, with financial compensation listed in Appendix B; Fees and Expenses of said Agreement.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

February 28, 2025

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the “Agreement”) is entered into as of _____ (the “Effective Date”) between the City of Johnstown (“City”) and Munistat Services, Inc. (“Munistat”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the City desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** (“Work Orders”), and Munistat desires to provide services to the City in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The City acknowledges and agrees that most tasks requested by the City will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The City agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The City further agrees to not intentionally omit any material information relevant to Munistat’s provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.

4. Compensation. Munistat shall receive a fee for any services rendered to the City pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.
5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the City's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The City acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The City further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The City hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the City as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, City hereby authorizes the City Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the City.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

CITY OF JOHNSTOWN

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Michael J. Loguercio

Title: _____

Title: President



Resolution No. 26, 2025

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

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

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

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

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

NOW, THEREFORE BE IT

RESOLVED, that Arcadis be retained to perform continued consulting support and 2025 compliance monitoring of the closed Johnstown Landfill within the scope of services of the proposal provided by Arcadis, attached hereto, for an amount not to exceed \$84,200.00; and be it further

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

Seconded by Council Member:

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

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

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

Date: February 10, 2025
Our Ref: 30117925
Subject: Johnstown Landfill, Fulton County, NY
NYSDEC Site Number 518002
Proposal for 2025 Monitoring Activities

Dear Mr. Vose,

Attached is Arcadis of New York, Inc.'s (Arcadis') proposal for 2025 monitoring and reporting activities for the Johnstown Landfill Site in Fulton County, New York (Site). The specific activities included in this scope of work, which are described herein, include the following:

- Health and Safety Plan review and update as needed;
- Quarterly inspections of the closed landfill;
- Groundwater, surface water, and sediment sampling, per the New York State Department of Environmental Conservation (NYSDEC)-approved Site Management Plan (SMP);
- As requested by the NYSDEC on September 18, 2024, install 6 soil gas points and implement quarterly landfill gas monitoring at each point;
- Project reporting; and
- Project management and coordination.

Task 1: Site Inspections – Landfill inspections will be conducted quarterly in 2025, as required by the SMP, and will include the following:

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

The inspection and maintenance activities will be documented on field inspection forms and photographs will be taken at the time of the inspections to document the observed conditions and any deficiencies or areas requiring maintenance or repair. A summary of the inspection results will be provided to the City quarterly via email. The

Mr. Christopher Vose
City of Johnstown
February 10, 2025

completed field inspection forms and photographs will be maintained digitally and made available to the United States Environmental Protection Agency (USEPA) and/or the NYSDEC upon request. Otherwise, the results of the inspections will be summarized and provided to the USEPA/NYSDEC in the Annual Monitoring and Maintenance Report (see Task 4).

At this time, it is anticipated that the 2025 quarterly landfill inspections will be conducted in March, June, August, and October, weather and site conditions permitting. If maintenance activities are deemed necessary based on the results of the inspections, the City will be notified immediately such that deficiencies may be corrected promptly.

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

Groundwater

It is anticipated that the annual groundwater sampling event will be completed in June 2025. Water levels will be measured in the 35 Site monitoring wells prior to collecting the groundwater samples. Groundwater from fourteen (14) monitoring wells (MW-3S, 3M, and 3D; MW-2S, 2M, and 2D; MW-6S and 6M; MW-7S and 7D; MW-9S and 9D; and MW-15S and 15D) will be sampled and analyzed for NYCRR Part 360 Baseline Parameters (volatile organic compounds (VOCs), metals, hardness, and general chemistry). The routine purging and sampling will be completed consistent with previous sampling events with the use of a dedicated bladder pump or bailer depending on the well. In 2018, select groundwater samples were analyzed for emerging contaminants (per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane) and the resulting data was provided to NYSDEC, who has not requested additional PFAS and 1,4-dioxane sampling. As such, this proposal does not include costs for emerging contaminant sampling and analyses.

Surface Water

Surface water from Mathew Creek will be sampled semiannually (twice in 2025) at three locations (SW-1 through SW-3). The surface water samples will be analyzed for NYCRR Part 360 Baseline Parameters (VOCs, total and dissolved metals, hardness, and general chemistry) during the first event of the year (June 2025). The surface water samples will be analyzed for NYCRR Part 360 Routine Parameters (total and dissolved metals, hardness, and general chemistry) during the second event of the year (October 2025). At this time, PFAS and 1,4-dioxane analysis of surface water samples has not been requested by NYSDEC and costs for these analyses are not included herein. The first semiannual surface water sampling event will coincide with the annual groundwater sampling event anticipated to be conducted in June. The second surface water event will be scheduled for late fall 2025 (anticipated in October) to coincide with the fourth quarter landfill inspection.

Sediment

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

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

Mr. Christopher Vose
City of Johnstown
February 10, 2025

Task 3: Soil Gas Installation and Monitoring

In a September 18, 2024 letter (NYSDEC 2024), NYSDEC requested that Arcadis implement a program to monitor perimeter subsurface gasses between the landfill and the adjacent properties to be in compliance with the Record of Decision (USEPA 1993). A soil gas monitoring work plan (Arcadis, 2024) was submitted to the NYSDEC on January 22, 2025.

Following NYSDEC approval, the soil gas monitoring point installation will be scheduled (following snow melt in the spring on 2025) with the first gas monitoring event taking place during the June 2025 landfill inspection event. Up to six permanent subsurface soil gas points will be installed between the landfill and the neighboring properties in accordance with the soil gas monitoring work plan. Prior to ground-intrusive work, underground utilities in the vicinity of the proposed drilling locations, will be located using electromagnetic resistivity and ground penetrating radar (GPR) methods. Arcadis will subcontract a drilling firm to install the soil gas monitoring points. This proposal assumes that the utility clearance and soil gas monitoring point installation will be a two-day effort.

Landfill gases at each soil gas monitoring point will be measured and inspected quarterly, concurrent with landfill inspections. The results of the monitoring will be summarized and provided to the USEPA/NYSDEC in the Annual Monitoring and Maintenance Report (see Task 4).

Task 4: Data Review and Reporting – Analytical data generated as a result of the June 2025 sampling activities will be accompanied by a USEPA Level IV data deliverable. Approximately 10% of the June 2024 data will undergo full validation, which will be performed in accordance with the USEPA Functional Guidelines for Data Validation and USEPA SOPs HW 2/HW-24.

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

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

The Annual Report will be provided as a draft to the City of Johnstown for review and comment prior to being submitted to the USEPA and the NYSDEC. It is anticipated that the Annual Report will be submitted to USEPA and NYSDEC in the first quarter of 2026.

Task 5: Project Management and Coordination – This task includes project management and coordination activities in support of Tasks 1 through 3 described above. In addition, the Health and Safety Plan (HASP) will be reviewed and updated as needed.

SCHEDULE AND COST

Compensation for the work described above will be on a lump sum basis in the amount of \$84,200. The work will be performed in accordance with the terms and conditions outlined in the attached contract agreement. A breakdown of our estimated costs for this project is provided in the following table.

Mr. Christopher Vose
City of Johnstown
February 10, 2025

Category	Estimated Cost
Arcadis Labor (Project coordination and management, sampling, data validation, reporting, and landfill inspections)	\$49,300
Subcontractors: Alpha Analytical Laboratories	\$19,100
Subcontractor: Driller	\$9,200
Subcontractor: GPR Utility Clearance	\$1,100
Other Direct Costs (Field Equipment, Transportation, and Shipping)	\$5,500
Total Cost	\$84,200

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

Sincerely,
Arcadis of New York, Inc.



Mark Flusche
Principal Hydrogeologist

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

CC. Katie Bidwell (Arcadis)

Accepted by:

Signature

Name

Title

Date

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this day of February, 2024 (the "Effective Date").

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

CLIENT	ARCADIS
Name: <u>City of Johnstown</u> (the "Client") Address 1: <u>P.O. Box 160</u> Address 2: <u>33-41 East Main Street</u> City: <u>Johnstown</u> State: <u>New York</u> Zip: <u>12095</u>	Name: <u>Arcadis of New York, Inc.</u> ("Arcadis") Address 1: <u>646 Plank Road, Suite 100</u> Address 2: _____ City: <u>Clifton Park</u> State: <u>New York</u> Zip: <u>12065</u>
<p>The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.</p>	

2. PARTY REPRESENTATIVES

CLIENT REPRESENTATIVE	ARCADIS REPRESENTATIVE
Mail Originals: <u>City of Johnstown</u> <u>P.O. Box 160, 33-41 East Main Street</u> <u>Johnstown, New York, 12095</u> Attention: <u>Christopher Vose</u> Telephone: <u>518.736.4014</u> Fax: <u>518.762.4939</u>	Mail Originals: <u>Arcadis of New York, Inc.</u> <u>646 Plank Road, Suite 100</u> <u>Clifton Park, New York 12065</u> Attention: <u>Mark Flusche</u> Telephone: <u>518.250.7322</u> Email: <u>mark.flusche@arcadis.com</u>
With Copies To: _____ _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	With Copies To: _____ _____ _____ Attention: _____ Telephone: _____ Fax: _____

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

Environmental
 Infrastructure
 PM/ CM
 Other _____

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

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

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

5. AGREEMENT

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

- Exhibit A: General Terms and Conditions for Professional Services
- Exhibit C: Work Authorizations

6. EXECUTION

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

Client	Arcadis
By:	By:
Name:	Name: MARK FLUSCHE
Title:	Title: PRINCIPAL HYDROGEOLOGIST



March 17, 2025

Resolution No. 27, 2025

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

**ACCEPT OFFER FOR CITY OWNED PROPERTY
LOCATED AT 418 W. CLINTON STREET**

WHEREAS, the City of Johnstown owns property located at the following location:

STREET	ACREAGE	PARCEL ID #
418 W. Clinton Street	.05	174.7-16-1

; and

WHEREAS, the City received an offer from Ewa Bazydlo to purchase the property for the amount of \$1,000.00; and

WHEREAS, it is the judgment of the City to accept the offer of Ewa Bazydlo.

NOW, THEREFORE, BE IT

RESOLVED, that Ewa Bazydlo shall have thirty (30) days from this date to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to Ewa Bazydlo.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



CITY OF JOHNSTOWN



PROPERTY PROPOSAL FORM

City of Johnstown
33-41 East Main Street, PO Box 160
Johnstown, New York 12095
(518) 736-4011

Website: cityofjohnstown.ny.gov

Facebook: City of Johnstown, New York



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

PROPOSAL PROCESS CHECKLIST

- To view property, please call the City Engineer's office at 518-736-4014 to schedule an appointment.
- The Common Council gives final approval for the accepted Proposal and reserves the right to reject any and all offers.
- All proposals must include a description of how each property will be used, how each property will be improved, and a proposed purchase price.
- A separate proposal application must be submitted for each individual parcel you are making a proposal for. You are free to make as many copies as you need.
- Successful purchasers will be notified after Common Council approval. The purchaser must pay the balance of the purchase price, a \$25 advertising fee, all recording fees, pro-ration of county, city and school taxes and transfer tax.



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

TERMS OF SALE

1. There is a minimum offer price of \$1,000.00 on each property.
2. The premises will be conveyed "as is" and subject to the easements, restrictions, covenants and conditions of record affecting said premises and to such state of facts as an accurate survey would disclose. The deed delivered shall contain the assessment roll description of the premises and not a metes and bounds description.
3. The City of Johnstown Common Council reserves the right to reject any and all offers. All sales are subject to the approval of the Common Council.
4. No representations of any kind are or have been made by the City of Johnstown or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon. It is the purchaser's responsibility to contact Code Enforcement as to any open code violations.
5. Sale of city-owned property is made subject to the following conditions:
 - a. If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing and fire prevention codes of the City of Johnstown within six (6) months of closing, unless otherwise indicated.
 - b. If there is a structure on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within three (3) months of closing.
 - c. If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform to the surrounding area and comply with building, housing and fire prevention codes of the City of Johnstown within one (1) year after the date of the Deed.
 - d. If vacant land is not purchased for building purposes, it must be cleaned and continue to be maintained so as not to be a nuisance or detriment to its neighborhood within fifteen (15) days of closing.

The above-mentioned time periods for repair, demolition, maintenance or construction may be extended for up to six (6) months upon submission by the property owner of a compliance plan which has been approved by the Chief Code Enforcement Officer. Any further extensions of time may be made only by the Common Council upon written request of the purchaser.

6. The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Johnstown until the full purchase price and charges are paid and the Deed is received by the purchaser, unless written consent is provided by the City of Johnstown.
7. Prior to the approval of the sale by the Common Council, the purchaser shall submit a Non-Collusion Statement under oath and penalty of perjury setting forth the following:
 - a. That the Purchaser is the real party in interest, or if the purchaser is acting as an agent, the name of the principal.
 - b. A statement that no person, other than those listed, are financially or beneficially interested in the sale.
 - c. Does any public official, officer, agent or employee of the City of Johnstown have an interest in the transaction? If YES, state the name and position of the official, agent or employee.
 - d. That no collusion with any other purchaser or public official has taken place.
 - e. State relation to previous owner, if any.

- f. A list of all of the real property the purchaser owns in the City of Johnstown or has owned in the last five (5) years in the City of Johnstown.
 - g. A list of all properties on which delinquent taxes are due and owing to the City.
 - h. A statement whether or not the City of Johnstown has ever taken title to any property owned by the purchaser via an In Rem Tax Foreclosure proceeding.
 - i. If the purchaser is a corporation, a statement identifying by name and address the major stockholders and officers of the corporation.
 - j. A statement whether or not the purchaser owns any property in the City of Johnstown upon which a vacant or abandoned building is located.
8. A closing on the property shall take place within thirty (30) days of Common Council approval at which time the Purchaser shall pay to the City Treasurer's Office the balance of the purchase price and a \$25.00 advertising fee. In addition, the purchaser will be responsible for all recording fees, pro-ration of county, city and school taxes and transfer tax required by the Fulton County Clerk. The property will be conveyed to the purchaser by Quit Claim Deed. Upon default of such payment, the City shall retain the down payment which is not a penalty but liquidated damages. This period may be extended only for extenuating circumstances and only with the approval of the Common Council.

I HAVE READ AND AGREE TO COMPLY WITH THESE TERMS OF SALE

Proposed Purchaser Signature(s):

DATED: 02, 24 2025

Ewa Bazydlo

DATED: / /

Should your Proposal/offer be accepted, please print below the name you wish to have indicated on the closing documents which will be filed with the Fulton County Clerk's office. This information will not be changed once your Proposal/offer is accepted by the Common Council:

Name(s) / Business: BAZYDLO, EWA

Mailing Address / PO Box: 85

City: SAINT JOHNSTOWN NY Zip: 13452

Phone: 518 332-9759



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

PROPERTY USE / DEVELOPMENT INFORMATION

This Property Proposal should be completed by the proposed Purchaser/Developer and submitted to the City Clerk's Office. Each proposal will be thoroughly reviewed based on the criteria outlined below. Final approval of any proposal or sale of city-owned property must be made by the Common Council. After closing, owners will be required to:

1. Secure buildings within five (5) days.
2. Begin work on necessary repairs or improvements within 30 (thirty) days.

If these conditions are not met, the City of Johnstown may take title to the property and offer it for sale to another party.

USE / DEVELOPMENT CRITERIA

Recommendations will be made to the Common Council based on the following evaluation criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

INSTRUCTIONS FOR COMPLETING PROPOSAL FORM:

Each proposal should be detailed separately in the spaces provided on the form. Proposals involving more than one property may be detailed on one form with forms for additional properties attached. All spaces should be filled in or a notation made where the information requested is not applicable. Provide all information you feel is important to facilitate review and analysis of each proposal.

1. Proposed Use:
Briefly describe the proposed use to be made of the property. If residential, give number of units. If owner will reside on the property, check the box marked "owner occupancy".
2. Summary of Improvements:
List all improvements proposed to be made on the property and supply an estimate of the cost of each. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.
3. Proposed Method:
Explain how improvements are to be made. This information should include:
 - a. who will do the work,
 - b. how the work will be completed, and
 - c. a statement outlining the experience of those who will do the work in this kind of project.
4. Proposed Purchase Price:
Enter the amount to be paid for purchase of the property only. Should your offer be accepted, the amount must be paid within 30 (thirty) days of approved by the Common Council.
5. Signature:
Enter the name of the organization/individual making this proposal. If a corporation, list the names of the principals in that organization. Enter a mailing address, telephone number, date and sign the form in the space provided.



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

PROPERTY PROPOSAL FORM

PROPERTY OF INTEREST	
Address: 418 W CLINTON ST	SBL# (if known): 174.7-16-1
Amount of Offer: \$ 1,000.00	

APPLICANT(S) INFORMATION	
Name: BAZYDLO	Name: EWA
Business Name:	
Address: 210 GUY PARK AVE AMSTERDAM NY 12010	
Phone: (518) 410-7834	Email: EWCIK21@YAHOO.COM
Do you currently own property in the City of Johnstown <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please give location(s)	
111 E. CLINTON ST	

PROPOSED OWNER, IF DIFFERENT THAN ABOVE	
Name: NONE	Name:
Business Name:	
Address:	
Phone: ()	Email:

INTENDED USE
<input type="checkbox"/> Owner occupied <input checked="" type="checkbox"/> Rental <input type="checkbox"/> Business <input type="checkbox"/> Other: _____
Is demolition planned of any structure on property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, explain: _____

SBL #	PROPERTY LOCATION
174.7-16-1	418 W CHANTON ST

SUMMARY OF IMPROVEMENTS List all improvements proposed to be made on the property and supply an estimate of the cost. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

WORK ON THE PROPERTY WILL BE DONE BY ME AND MY HUSBAND WITH HIRING INDEPENDENT CONTRACTORS WHEN NECESSARY. I HAVE 18 YEARS OF EXPERIENCE WORKING IN CONSTRUCTION AND INTERIOR DESIGNING. MY HUSBAND HAS 37 YEARS OF EXPERIENCE WORKING IN CONSTRUCTION AND REAL ESTATE. WE ARE CERTIFIED IN LEAD BASED PAINT AND ASBESTOS CONTAINMENT / REMOVAL

Estimated Total Costs: \$18,000.00 - \$24,000.00

PROPOSED METHOD Explain how improvements are to be made. This information should include (A) who will do the work (B) how the work will be completed, and (C) a statement outlining the experience of those who will do the work in this kind of project.

REMOVAL DEBRIS, REINFORCE FOUNDATION AND FIX THE ROOF WITH NEW SHINGLES INSTALLED. INSTALL DRYWALL, UPDATE ELECTRIC WIRING, WATER LINES (PEX AND RELATED) AND TO DO NECESSARY WORK TO BRING ~~THE~~ THE BUILDING UP TO NYS CODE

A recommendation to accept proposed offer will be made by the Common Council based on the following criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

I swear under penalties of perjury that I have completed this request to acquire city owned property completely and accurately. I acknowledge that this information is being provided to a public official and is a matter of public record. I also understand that the failure to complete the questions completely and accurately could result in rejection of the application, disqualification as a potential purchaser, and subject me to civil and criminal remedies.

Proposed Purchaser Signature(s):

DATED: 02/24/2025



DATED: ___/___/___



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

MEMORANDUM OF PURCHASE

BE IT KNOWN, that the:

Proposed Purchaser, BAZYDLO, EWA, residing at
210 GWY PARK AVE AMSTERDAM NY 12010

; and

Proposed Purchaser, None, residing at

hereby offer the amount of \$ 1,000.00 to purchase the above-entitled property from the City of Johnstown.

This offer is being made to the City of Johnstown, New York in the form of a written proposal for purchase, improvements and maintenance of the aforesaid property. I / We understand and agree that my / our offer is made subject to and contingent upon said Terms of Sale, a copy of which is attached hereto and made a part hereof and which I / We have signed.

Proposed Purchaser Signature(s):

DATED: 02 / 24 / 2025

Ewa Bazyllo

DATED: / /



SBL #	PROPERTY LOCATION
174.7-16-1	418 W CLINTON ST

NON-COLLUSION STATEMENT

1. I am the party of interest. There are no persons, other than those listed, who are financially or beneficially interested in the sale.
2. No public official, officer, agent or employee of the City of Johnstown is interested in the transaction, except:
NONE, whose position is NONE.
3. No collusion with any other purchaser or any public official has taken place.
4. My relationship to the previous owner is: NONE.
5. Listed below is a list of all of the real property that I own in the City of Johnstown or have owned in the last five (5) years in the City of Johnstown :
111 E CLINTON ST → JUST PURCHASED
6. Listed below is a list of all the real property that I own in the City of Johnstown on which delinquent taxes are due and owing to the City of Johnstown:
/ /
7. I hereby declare that the City of Johnstown has never taken title to any property owned by me via an In Rem Tax Foreclosure proceeding except:
NONE
8. If the purchaser is a corporation, state below, identifying by name and address, the major stockholders and the officers of the corporation:
NONE
9. I own no property in the City of Johnstown upon which a vacant or abandoned building is located except:
/ /

Proposed Purchaser Signature(s):

DATED: 02 / 24 / 2025

Eva Bayello

DATED: / /



Resolution No. 28, 2025

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

AUTHORIZE COOPERATION AGREEMENT WITH NYCLASS (NEW YORK COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM)

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (“Section 119-o”) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the City of Johnstown wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement amended and restated as of August 1, 2023;

WHEREAS, the City of Johnstown wishes to assure the safety and liquidity needs of their funds.

RESOLVED, that the Mayor is hereby authorized and directed to execute a Municipal Cooperation Agreement, attached hereto, with NYCLASS for the purpose of investing city funds.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the _____ (Entity Name) wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of August 1, 2023;

WHEREAS, the _____ (Entity Name) wishes to assure the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That _____ (Contact Name) _____ (Title)

of _____ (Entity Name) is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of August 1, 2023.

Contact Signature

Title

Printed Name

Date

Invest with NYCLASS

Investing with NYCLASS could mean more for your local community.
Use the NYCLASS investment calculator to see just how much you could have earned.

Amount Invested

\$10,000,000

Start Date

February 1, 2025

End Date

February 28, 2025

You would have earned

\$32,429.45

on your investment if you started on

February 1, 2025

NYCLASS Investment Income Earned

As of Date	Time	\$1M	\$5M	\$10M
Feb 01 - Feb 28	1 month	\$3,243	\$16,215	\$32,429
Sep 01 - Feb 28	6 months	\$22,675	\$113,374	\$226,747
Mar 01 - Feb 28	12 months	\$49,787	\$248,937	\$497,874

Months listed are in the years 2024-2025

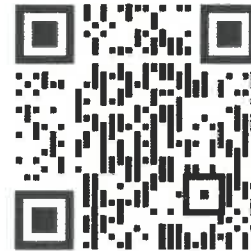
NYCLASS Daily Yields as of Month-End

Month	Year	Month-End Yield
February	2025	4.2112%
January	2025	4.2307%
December	2024	4.3380%
November	2024	4.4890%
October	2024	4.6525%
September	2024	4.8032%
August	2024	5.1443%
July	2024	5.1847%
June	2024	5.2286%
May	2024	5.2214%
April	2024	5.2084%
March	2024	5.2255%

For more information on both historical yields and annualized performance, visit

www.newyorkclass.org/rates

or scan the below QR code:



Data unaudited. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. NYCLASS is not a bank. An investment in NYCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the NYCLASS stable NAV fund(s) seek to preserve the value of your investment at \$1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services.

NYCLASS

New York Cooperative Liquid Assets Securities System

What is NYCLASS?

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, liquid investment fund designed specifically for the public sector. NYCLASS provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully chosen, aiming to yield favorable returns while striving to provide maximum safety and liquidity.

Who oversees and manages NYCLASS?

In accordance with New York State General Municipal Law (GML) Article 3-A Section 44, the Municipal Cooperation Agreement is administered by an elected Governing Board (the Board) of up to 15 members. A Board member must be either a Participant's Chief Fiscal Officer, another designated officer, or employee of the Participant who has knowledge and expertise in financial matters. The Board retains the services of Public Trust Advisors, LLC (Public Trust). Public Trust serves as the investment advisor and provides administrative and marketing services for NYCLASS.

How can you participate in NYCLASS?

Enrolling in NYCLASS is simple. After reading the Municipal Cooperation Agreement and Information Statement (available at www.newyorkclass.org), follow these steps:

- 1 Pass a resolution approving the NYCLASS Municipal Cooperative Agreement.
- 2 Complete the NYCLASS Registration Form.
- 3 Submit the above documents to NYCLASS Client Services.
- 4 After we review and approve the above documents, you will receive confirmation that you have been accepted as a NYCLASS Participant.

NYCLASS FEATURES

As a NYCLASS Participant, you have access to many convenient features:

- Same-day liquidity (12:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed since 1989
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends applied and paid daily
- No transaction fees*
- Audited annually by an independent auditing firm**
- Direct investment of state and federal payments
- Dedicated client service representatives available via email, phone or fax on any business day

*You may incur transaction fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from NYCLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of NYCLASS?

Safety

NYCLASS invests public-sector funds only in securities legally permitted under New York GML. NYCLASS and NYCLASS Prime (for counties) are both rated 'AAAm' by S&P Global Ratings. Additionally, NYCLASS is audited annually by an independent, outside auditing firm. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts. The custodian for NYCLASS is U.S. Bank.

Liquidity

When you invest with NYCLASS, you have access to your funds on any business day. You must notify NYCLASS of your funds transaction requests by 12:00 p.m. ET. By offering daily liquidity, we aim to provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the NYCLASS Online Transaction Portal at www.newyorkclass.org and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist with any matters related to the administration of your account and can be reached by email at clientservices@newyorkclass.org, by phone at (855)

804-9980, by fax at (855) 804-9981 or via the NYCLASS Online Transaction Portal at www.newyorkclass.org.

Flexibility

You may establish multiple NYCLASS subaccounts to track and parallel your own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in the NYCLASS fund can take advantage of economies of scale relative to purchasing power, transaction, and clearance costs as well as custody arrangements. Overall portfolio performance may be enhanced by the different cash flow cycles of the various Participants.

Legality

NYCLASS only invests in investments legally permitted under New York State General Municipal Law.

Have Questions? Contact us or visit www.newyorkclass.org for more information.



Joel Friedman

Senior Director

joel.friedman@newyorkclass.org

(646) 285-3280



Lyn Derway

Director

lyn.derway@newyorkclass.org

(518) 307-0302



Kathy Saville

Director

kathy.saville@newyorkclass.org

(716) 474-4369



Chris Starr

Director

chris.starr@newyorkclass.org

(914) 844-2077

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the NYCLASS Information Statement(s) before investing. NYCLASS is not a bank. An investment in NYCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although NYCLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.



March 17, 2025

Resolution No. 29, 2025

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

**THE COMMON COUNCIL ADOPTS THE SEQR NEGATIVE DELCARATION
REGARDING REZONING FROM PUBLIC USE TO MF1 IN THE AREAS OF THE FORMER ALLIANCE
LEATHER AND PRINDLE COURT**

WHEREAS, the Common Council of the City of Johnstown deems a need to amend zoning in the City of Johnstown; and

WHEREAS, it is proposed that Public Use in the following areas be rezoned as MF1, multi-family:

1. North Perry Street, property formerly known as Alliance Leather (SBL#162.12-8-7); and
2. The area known as Prindle Court (SBL#162.20-11-51, 174.8-3-9, and 174.8-3-7.5); and

WHEREAS, the Common Council has directed the Fulton County Planning Board to handle the review process under SEQR and to submit its report as to any recommendations.

NOW, THEREFORE BE IT

RESOLVED, that the Fulton County Planning Board has determined the proposed project as a Type I Action (617.4(b)(3) "the granting of a zoning change, as that request of an applicant..." This would be an Uncoordinated Review; and be it further

RESOLVED, that the Council hereby adopts the SEQRA Negative Declaration, attached hereto and directs that it be filed in the records of the project.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

On Monday, March 17, 2025, the City of Johnstown Common Council issued a Negative Declaration under SEQR (617.4(b)(3)) on the ReZoning of various city-owned properties due to the following reasons:

1. As a result of a city-lead effort to attract more housing development, the ReZone will allow for more dense residential units on property currently owned by the City of Johnstown.
2. The City has become a certified Pro-Housing Community which is designed to reward local governments with Pro-Housing Designation with additional funding to accelerate affordable housing production and preservation;
3. The ReZoning is consistent with Community Character as specified within the City of Johnstown Comprehensive Plan
4. The City has a Planning Board to oversee specific land-use requirements under Site Plan Review or Special Use Permit for new housing projects, as well as a Zoning Board of Appeals to grant Variances if needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: ReZoning of various city-owned parcels

Name of Lead Agency: City of Johnstown

Name of Responsible Officer in Lead Agency: Amy Paught

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date: March 17, 2025

Signature of Preparer (if different from Responsible Officer)

Aaron Enfield

Date: March 17, 2025

For Further Information:

Contact Person: Aaron Enfield, Fulton County Senior Planner

Address: 1 East Montgomery Street, Johnstown, NY 12095

Telephone Number: 518-736-5660

E-mail: aenfield@fultoncountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM



March 17, 2025

Resolution No. 30, 2025

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

**ADVERTISE FOR REQUEST FOR PROPOSALS FOR THE
DEMOLITION OF 2-10 S. PERRY STREET & 7 N. MELCHER STREET**

WHEREAS, it is necessary to demolish 2-10 S. Perry Street and 7 N. Melcher Street; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the City Clerk is hereby authorized to advertise, once in the Leader-Herald, the official newspaper for the City of Johnstown, and the New York State Contract Reporter that the City is accepting Requests for Proposals for the demolition of 2-10 S. Perry Street and 7 N. Melcher Street. The deadline for a written response is Wednesday, April 16, 2025 at 11:00 a.m.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



March 17, 2025

Resolution No. 31, 2025

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

**ADVERTISE FOR REQUEST FOR PROPOSALS FOR THE
RESURFACING OF CITY-OWNED PARKING LOTS**

WHEREAS, it is necessary to resurface city-owned parking lots; and

WHEREAS, the City wishes to advertise for Request for Proposals, from qualified firms, for hot mix asphalt paving and milling.

NOW, THEREFORE, BE IT

RESOLVED, that the City Clerk is hereby authorized to advertise, once in the Leader-Herald, the official newspaper for the City of Johnstown, and the New York State Contract Reporter that the City is accepting Requests for Proposals for the resurfacing of city-owned parking lots. The deadline for a written response is Wednesday, April 16, 2025 at 12:00 p.m.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT				
	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



March 17, 2025

Resolution No. 32, 2025

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

**ADVERTISE FOR BID - TOWNSEND AVENUE BRIDGE
REPLACEMENT OVER CAYADUTTA CREEK**

WHEREAS, it is necessary for the replacement of Townsend Avenue Bridge; and

WHEREAS, the City wishes to advertise for sealed bids, for the labor, material, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in the specifications for the Bridge Replacement Project.

NOW, THEREFORE, BE IT

RESOLVED, that the City Clerk is hereby authorized to advertise, once in the Leader-Herald, the official newspaper for the City of Johnstown, and the New York State Contract Reporter that the City is accepting sealed bids for the replacement of the Townsend Avenue Bridge. The deadline for a written response is Wednesday, April 16, 2025 at 11:30 a.m.

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 Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor