



# Resolution No. 91, 2025

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

AUTHORIZE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JOHNSTOWN  
AND THE JOHNSTOWN POLICE BENEVOLENT ASSOCIATION (PBA)

**WHEREAS**, the City of Johnstown (City) negotiating team and the local PBA bargaining unit have engaged in extensive negotiations for a new four (4) year Collective Bargaining Agreement for the employees of the Johnstown Police Department; and

**WHEREAS**, the new term of the Collective Bargaining Agreement will be January 1, 2026 through December 31, 2029, and

**WHEREAS**, the Union has notified the City that the terms and conditions embodied in the Memorandum of Agreement, attached hereto, have been ratified by the local PBA.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Mayor is hereby authorized and directed to execute a Memorandum of Agreement, which embodies the aforesaid terms and conditions and which continues previous terms not altered or amended by the negotiations recently concluded.

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

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for the City of Johnstown (hereinafter “City”) and the Johnstown Police Benevolent Association, Inc. (hereinafter “PBA”), referred to collectively as the parties.

**WHEREAS**, the City and the PBA are parties to a collective bargaining agreement which has an expiration date of **December 31, 2025**; and

**WHEREAS**, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of **January 1, 2026 through December 31, 2029**, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

**WHEREAS**, upon execution of this Memorandum of Agreement by the negotiating committees of both the City and the PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and the City as set forth herein.
2. All terms and conditions of the collective bargaining agreement, which has an expiration date of **December 31, 2025**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than December 19, 2025.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the City shall be notified of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the City shall then place this matter on the agenda for its first (1<sup>st</sup>) regularly scheduled City Council meeting, or schedule a special meeting, after the successful ratification vote of the PBA, at which a ratification vote of this Memorandum of Agreement shall be conducted no later than December 31, 2025.



1. **HOUSEKEEPING:**

Amend the dates no longer applicable, delete extraneous language and make grammatical and spelling corrections throughout the Agreement mutually agreed upon.

2. **ARTICLE 3 – DURATION OF AGREEMENT: (p. 2)**

Insert “four (4)” where “two (2)” appears, and “2026” and “2029” where “2024” and “2025” appears.

3. **ARTICLE 4 – BASE WAGES: (pp. 2-5)** – Amend to read as follows:

**Section 1. Base Wages** – See Appendix “A”.

A. Delete and re-letter.

B. Delete and re-letter.

**Section 4. Payroll:** Amend to read as follows:

All employees shall be paid on a biweekly basis, which includes a lag in payment. The following provides an example: If the next payroll was Friday, October 17, 2025, the direct deposit that is received on this day will reflect time worked for the two (2) week period ending Saturday, October 11, 2025.

Following an employee’s separation from employment for any reason, any lag in payment shall be paid no later than the next processed payroll following separation.

**Section 5. Deferred Compensation:** Amend to read as follows:

Employees are eligible to enroll in the New York State Deferred Compensation Plan in either the “Employee Pre-tax” or the “Roth Contribution” plans, or a combination of both plans.

**Section 6. Employee Direct Deposit:** Insert “Human Resources Office” where “City Treasurer’s Office” appears.

4. **ARTICLE 10 – HOLIDAYS: (pp. 14-15)**

**Section 3. Holiday List** – Amend dates of Holidays listed for each year as follows:

New Year’s Day	1/1/26	1/1/27	1/1/28	1/1/29
Martin Luther King Jr.’s Birthday	1/19/26	1/18/27	1/17/28	1/15/29
President’s Day	2/16/26	2/15/27	2/21/28	2/19/29
St. Patrick’s Day	3/17/26	3/17/27	3/17/28	3/17/29
Easter	4/5/26	3/28/27	4/16/28	4/1/29
Memorial Day	5/25/26	5/31/27	5/29/28	5/28/29
Flag Day	6/14/26	6/14/27	6/14/28	6/14/29
Juneteenth	6/19/26	6/19/27	6/19/28	6/19/29
Independence Day	7/4/26	7/4/27	7/4/28	7/4/29
Labor Day	9/7/26	9/6/27	9/4/28	9/3/29
Columbus Day	10/12/26	10/11/27	10/9/28	10/8/29
Thanksgiving	11/26/26	11/25/27	11/23/28	11/22/29
Christmas	12/25/26	12/25/27	12/25/28	12/25/29

5. **ARTICLE 11 – VETERANS DAY: (p. 15)** – Amend to read as follows:

All veterans shall receive Veterans Day off, or shall receive compensatory time off as provided for in Section 63 of the Public Officers Law of the State of New York. An up-to-date copy of the law will be available for review in the Human Resources Office. Veterans Day is recognized as November 11<sup>th</sup> of each year.

6. **ARTICLE 12 – VACATIONS: (pp. 16-17)** – Amend the following:

**Section 1. Vacations Steps:**

<b><u>YEARS OF CONTINUOUS SERVICE</u></b>	<b><u>VACATION HOURS FOR CALENDAR YEAR</u></b>
First Year	An employee hired prior to July 1 in any calendar year will receive eighty (80) hours. Employees hired on or after July 1 will receive vacation on a prorated basis for such calendar year.
Two (2)	Eighty (80) hours
Three (3)	One hundred four (104) hours
Five (5)	One hundred forty-four (144) hours
Seven (7)	One hundred sixty (160) hours
Ten (10)	One hundred eighty-four (184) hours
Thirteen (13)	Two hundred (200) hours
Fifteen (15) and above	Two hundred twenty-four (224) hours

7. **ARTICLE 13 – FLEX TIME: (pp. 17-18)**

**Section 3. Flex Time for Pay:** Insert “one hundred four (104)” where “eighty (80)” appears.

8. **ARTICLE 27 – GRIEVANCE PROCEDURE: (p. 25)** – Insert “C” where “F” appears.

9. **ARTICLE 28 – GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE: (pp. 25-30)**

**Section 2. Notice of Disability or Need for Medical or Hospital Treatment** – Remove two (2) references to “Appendix “E”” from the text.

10. **ARTICLE 29 – HEALTH INSURANCE: (pp. 31-36)**

**Section 3. Health Insurance Buyout** – Amend to read as follows:

Any employee entitled to health insurance coverage as herein provided may elect to waive coverage if their spouse has similar coverage or if the employee has access to other coverage. Employees waiving such coverage may be required to show proof of their coverage to the City and the PBA. An employee who desires to waive such coverage shall notify the City and the PBA, in writing, and such waiver of coverage shall be effective on the first (1<sup>st</sup>) day of the month following thirty (30) calendar days after the date of receipt of such notification of the City. The health insurance waiver application will be available in the Human Resources Office.

**Section 7. Retiree Health Insurance** – Amend to read as follows:

C. An employee who **retires on or before December 31, 2025**, and at the time of retirement contributes towards health insurance coverage, will continue to contribute at the same percentage upon retirement as that employee contributed while an active employee.

Add the following:

D. An employee who **retires on or after January 1, 2026** will be eligible for only individual health, vision, and dental coverage at retirement. The retiree will contribute twenty percent (20%) towards the premium cost of these insurance benefits, regardless of the percentage they contributed while an active employee. The retiree can purchase two (2) person or family coverage by paying the difference in premium calculated at the rates paid by the City.

11. **ARTICLE 30 – FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY (FMLA): (pp. 36-51)** – Remove all text in this Article and replace with the following:

All employees shall be eligible for the benefits outlined in the federally enacted Family and Medical Leave Act (FMLA). An up-to-date copy of the law will be on file in the Human Resources Office for review. Any requests for FMLA benefits shall be made through the Chief of Police using an application made available by the City.

12. **ARTICLE 33 – NEW AGREEMENT: (pp. 53-54)** – Insert “2029” where “2025” appears.

**APPENDIX "A" (pp. 56-57)**

**BASE WAGE SCHEDULE**

	(3.5%)	(3.5%)	(3.5%)	(3.5%)
<u>Rank and Grade</u>	1/1/26	1/1/27	1/1/28	1/1/29
Recruit/Academy Pay	\$52,166 * \$25.08/hr. **	\$53,997 \$25.96/hr.	\$55,869 \$26.86/hr.	\$57,824 \$27.80/hr.
Police Officer 1 <sup>st</sup> Year	\$56,347 \$27.09/hr.	\$58,302 \$28.03/hr.	\$60,362 \$29.02/hr.	\$62,462 \$30.03/hr.
Police Officer 2 <sup>nd</sup> Year	\$60,902 \$29.28/hr.	\$63,024 \$30.30/hr.	\$65,250 \$31.37/hr.	\$67,517 \$32.46/hr.
Police Officer 3 <sup>rd</sup> Year	\$65,478 \$31.48/hr.	\$67,787 \$32.59/hr.	\$70,158 \$33.73/hr.	\$72,613 \$34.91/hr.
Police Officer 4 <sup>th</sup> Year	\$68,411 \$32.89/hr.	\$70,803 \$34.04/hr.	\$73,278 \$35.23/hr.	\$75,858 \$36.47/hr.
Police Officer 5 <sup>th</sup> Year	\$71,323 \$34.29/hr.	\$73,819 \$35.49/hr.	\$76,398 \$36.73/hr.	\$79,082 \$38.02/hr.
Police Officer Assigned to Detective Division ***	\$78,458 \$37.72/hr.	\$81,203 \$39.04/hr.	\$84,053 \$40.41/hr.	\$86,986 \$41.82/hr.
Sergeant ****	\$82,014 \$39.43/hr.	\$84,885 \$40.81/hr.	\$87,859 \$42.24/hr.	\$90,938 \$43.72/hr.
Sergeant Assigned to Detective Division *****	\$90,230 \$43.38/hr.	\$93,392 \$44.90/hr.	\$96,658 \$46.47/hr.	\$100,048 \$48.10/hr.

\* The Base Wage is for informational purposes only.

\*\* The Hourly Rate is the exact amount to be paid times 80 hours each pay period.

\*\*\* As included in the Base Wage Schedule above, a Police Officer Assigned to Detective Division shall be paid the differential set forth below, over and above a Police Officer 5<sup>th</sup> Year Base Wage, which includes shift differential and on call pay, as follows:

<b>1/1/26</b>	<b>1/1/27</b>	<b>1/1/28</b>	<b>1/1/29</b>
10.0%	10.0%	10.0%	10.0%

\*\*\*\* As included in the Base Wage Schedule above, a Sergeant shall be paid the differential set forth below, over and above a Police Officer 5<sup>th</sup> Year Base Wage, as follows:

<b>1/1/26</b>	<b>1/1/27</b>	<b>1/1/28</b>	<b>1/1/29</b>
15.0%	15.0%	15.0%	15.0%

\*\*\*\*\* As included in the Base Wage Schedule above, a Sergeant Assigned to Detective Division shall be paid the differential set forth below, over and above the Sergeant Base Wage, as follows:

<b>1/1/26</b>	<b>1/1/27</b>	<b>1/1/28</b>	<b>1/1/29</b>
10.0%	10.0%	10.0%	10.0%

Any employee assigned to the Greater Johnstown School District as a School Resource Officer will receive a seven percent (7%) differential pay increase over the regular day shift pay rate as set forth above.

<b><u>Rank and Grade</u></b>	<b>1/1/26</b>	<b>1/1/27</b>	<b>1/1/28</b>	<b>1/1/29</b>
Police Officer 1 <sup>st</sup> Year	<b>\$60,278 \$28.98/hr.</b>	<b>\$62,379 \$29.99/hr.</b>	<b>\$64,563 \$31.04/hr.</b>	<b>\$66,830 \$32.13/hr.</b>
Police Officer 2 <sup>nd</sup> Year	<b>\$65,166 \$31.33/hr.</b>	<b>\$67,454 \$32.43/hr.</b>	<b>\$69,805 \$33.56/hr.</b>	<b>\$72,259 \$34.74/hr.</b>
Police Officer 3 <sup>rd</sup> Year	<b>\$70,075 \$33.69/hr.</b>	<b>\$72,530 \$34.87/hr.</b>	<b>\$75,067 \$36.09/hr.</b>	<b>\$77,688 \$37.35/hr.</b>
Police Officer 4 <sup>th</sup> Year	<b>\$73,195 \$35.19/hr.</b>	<b>\$75,754 \$36.42/hr.</b>	<b>\$78,416 \$37.70/hr.</b>	<b>\$81,162 \$39.02/hr.</b>
Police Officer 5 <sup>th</sup> Year	<b>\$76,315 \$36.69/hr.</b>	<b>\$78,978 \$37.97/hr.</b>	<b>\$81,744 \$39.30/hr.</b>	<b>\$84,614 \$40.68/hr.</b>

\* The Base Wage is for informational purposes only.

\*\* The Hourly Rate is the exact amount to be paid times 80 hours each pay period.

A Recruit/Academy employee graduating in the same year hired shall be paid at the Police Officer 1<sup>st</sup> Year Base Wage the first (1<sup>st</sup>) full pay period following graduation from the Police

Academy. A Recruit / Academy employee who graduates from the Police Academy in the year following their hire date shall be paid at the Police Officer 2<sup>nd</sup> Year Base Wage the first (1<sup>st</sup>) full pay period following graduation from the Police Academy, and shall move accordingly on their date of hire through the Base Wage and Longevity schedules.

**APPENDIX "B" (p. 58)**

<b>Longevity Increments</b>	<b>1/1/26</b>	<b>1/1/27</b>	<b>1/1/28</b>	<b>1/1/29</b>
	<b>(+\$100.00)</b>	<b>(+\$100.00)</b>	<b>(+\$100.00)</b>	<b>(+\$100.00)</b>
3 Years Completed	\$3,150.00	\$3,250.00	\$3,350.00	\$3,450.00
5 Years Completed	\$3,350.00	\$3,450.00	\$3,550.00	\$3,650.00
8 Years Completed	\$3,450.00	\$3,550.00	\$3,650.00	\$3,750.00
12 Years Completed	\$3,550.00	\$3,650.00	\$3,750.00	\$3,850.00
16 Years Completed	\$3,650.00	\$3,750.00	\$3,850.00	\$3,950.00
20 Years Completed	\$3,750.00	\$3,850.00	\$3,950.00	\$4,050.00
23 Years and Above Completed	\$3,900.00	\$4,000.00	\$4,100.00	\$4,200.00

**APPENDIX “C” (pp. 59-61)**

**LEAVE OF ABSENCE FOR VETERANS ON MEMORIAL DAY AND VETERANS’  
DAY**

Remove Appendix from Agreement

**APPENDIX “D” (pp. 62-63)**

**CITY OF JOHNSTOWN HEALTH INSURANCE NOTICE OF BUYOUT**

Remove Appendix from Agreement

**APPENDIX “E” (pp. 64-69)**

**CITY OF JOHNSTOWN GENERAL MUNICIPAL LAW SECTION 207-C  
APPLICATION**

Remove Appendix from Agreement

**APPENDIX “F” (pp. 70-72)**

**GRIEVANCE PROCEDURE**

Relabel as Appendix “C”



# Resolution No. 92, 2025

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

**AUTHORIZE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JOHNSTOWN  
AND THE JOHNSTOWN FIREFIGHTERS ASSOCIATION, LOCAL 779**

**WHEREAS**, the City of Johnstown (City) negotiating team and the local Johnstown Firefighters Association, Local 779 bargaining unit have engaged in extensive negotiations for a new four (4) year Collective Bargaining Agreement for the employees of the Johnstown Fire Department; and

**WHEREAS**, the new term of the Collective Bargaining Agreement will be January 1, 2026 through December 31, 2029, and

**WHEREAS**, the Union has notified the City that the terms and conditions embodied in the Memorandum of Agreement, attached hereto, have been ratified by the local Johnstown Firefighters Association, Local 779.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Mayor is hereby authorized and directed to execute a Memorandum of Agreement, which embodies the aforesaid terms and conditions and which continues previous terms not altered or amended by the negotiations recently concluded.

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

Carrie M. Allen, City Clerk

Amy Praught, Mayor

TENTATIVE AGREEMENT BETWEEN  
 THE JOHNSTOWN FIREFIGHTERS' ASSOCIATION, LOCAL 779  
 AND  
 THE CITY OF JOHNSTOWN

TERM COMMENCING  
 JANUARY 1, 2026

1. HOUSEKEEPING – Delete and/or amend dates and language no longer applicable and make grammatical and spelling corrections mutually agreed upon. The Housekeeping would include conforming the Table of Contents as necessary, and deleting obsolete parts of the existing Agreement mutually agreed upon, that is no longer applicable.

2. ARTICLE 2 – TERM (p.1) – Amend to read as follows:

The term of this contract shall be for the period commencing January 1, 2026 and ending December 31, 2029.

3. ARTICLE 10 – SALARIES (p. 4) – Amend to read as follows:

The Parties agree to the following annual wage increases:

- a. - 1/1/2026 – 3.5%
- b. - 1/1/2027 – 3.5%
- c. - 1/1/2028 – 3.5%
- d. - 1/1/2029 – 3.5%

4. ARTICLE 11 – LONGEVITY (p.4)

Continuous Years of Service	1/1/2026	1/1/2027	1/1/2028	1/1/2029
3 Years Completed	\$ 3,100	\$ 3,150	\$ 3,200	\$ 3,250
5 Years Completed	\$ 3,300	\$ 3,350	\$ 3,400	\$ 3,450
8 Years Completed	\$ 3,400	\$ 3,450	\$ 3,500	\$ 3,550
12 Years Completed	\$ 3,500	\$ 3,550	\$ 3,600	\$ 3,650
16 Years Completed	\$ 3,600	\$ 3,650	\$ 3,700	\$ 3,750
20 Years Completed	\$ 3,700	\$ 3,750	\$ 3,800	\$ 3,850
23 Years Completed	\$ 3,850	\$ 3,900	\$ 3,950	\$ 4,000

5. SICK LEAVE CONVERSION & CASH-OUT – Employees may convert 100% of unused sick leave into the Retiree Health Bank to offset post-employment health premiums. Sick leave cash-out at retirement will follow the current payout scale.
6. RETIREE HEALTH BENEFITS – Active employees hired after 1/18/01 that retire after 1/1/2026 will be eligible for retiree-only premiums that will be reduced by 5%. The retiree can purchase two-person or family coverage by paying the difference in premium calculated at the rate(s) paid by the City.
7. CODES/BLIGHT DEPARTMENT CREATION – The City reserves the right to create a department of a non-union Code Enforcement Officer and non-union Blight Officer positions.
8. CLOTHING ALLOWANCE – Clothing allowance shall be \$900 annually.
9. DISCIPLINE & DISCHARGE – NEW ARTICLE – The new disciplinary and due process hearing language will be incorporated into the CBA.

## ARTICLE \*\* – DISCIPLINE AND DISCHARGE

### Section 1. Discipline and Discharge:

- A. An employee who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary or discharge matters in lieu and in place of procedures specified in Sections 75, 76, and 77 of the Civil Service Law.
- B. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof, or other such penalty as may be proposed by the City. Discipline shall only be for just cause. A Notice of Discipline (“Notice”) shall be made in writing and served upon the employee with a copy to the FFA President or another official designee. The specific acts for which discipline is being proposed and the penalty shall be specified in the Notice. An employee must be served with a Notice either personally, or, if the employee is on a leave of absence, then by certified mail, return receipt requested, to the employee's last known residential address.
- C. Pending the outcome of the discipline, an employee may be suspended for thirty (30) calendar days without pay.
- D. If the employee and/or FFA disagree with the proposed disciplinary action, the employee and/or FFA shall submit a Demand for Arbitration for a binding determination.
  - i. Failure to submit a Demand for Arbitration within eight (8) working days of receipt of the Notice will constitute acceptance of the proposed penalty by the employee and the matter will be settled in its entirety.
  - ii. The services of the New York State Public Employment Relations Board shall be used in the selection of the Arbitrator during the course of the proceedings.
  - iii. Subject to a mutual written agreement between the employee and/or the FFA and the City, the time limits hereinabove specified may be extended.
  - iv. The fees and expenses of the Arbitrator shall be divided equally between the City and the employee or FFA, as specified above.
- E. An employee shall have the right to be represented in all stages of a disciplinary matter by an FFA representative if the employee so elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the

Fire Chief or designee, and the employee may waive his/her rights in writing to the procedure set forth herein. Any settlement agreed upon by the parties shall be reduced to writing and shall be final and binding upon all parties.

F. No disciplinary action shall be commenced by the City more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

G. In any disciplinary matter, the City may utilize an employee's entire, official personnel file. In that event, the employee will be so notified and have the opportunity to review the file in accordance with this Agreement.

**ARTICLE \*\* – DUE PROCESS HEARING PROCEDURE**

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the City is required to hold a Due Process Hearing, the procedure utilized by the City shall be as follows:

A. The City and FFA will mutually appoint an Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas, and issue an appropriate decision and award. If the parties are not able to agree on an Arbitrator, the New York State Public Employment Relations Board shall be contacted, and in all cases, its Rules of Procedure shall apply.

B. This Article shall not apply to administrative matters including, but not limited to, grievances and arbitrations.

10. **PARAMEDICS – PAY SCALE** – The pay scale will be broken out for Paramedics up to fifth (5<sup>th</sup>) year. The existing maximum cap for Paramedic pay is removed.

**Paramedics only**  
**2026**

	<b><u>Annual</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hourly</u></b>
5 <sup>th</sup> YR.	67,766.40	2,606.40	32.58
4 <sup>th</sup> YR.	64,937.60	2,497.60	31.22
3 <sup>rd</sup> YR.	62,920.00	2,420.00	30.25
2 <sup>nd</sup> YR.	61,484.80	2,364.80	29.56
1st YR.	59,740.20	2,297.60	28.72

11. **PARAMEDIC TRAINING** – Firefighters enrolled in Paramedic School will be removed from regular rotation until completion.

12. **CONTRACT LANGUAGE CLEAN-UP** – All references to 'Treasurer' will be replaced with 'Human Resources Department.'

13. **FLEX-TIME** – Any Flex-Time remaining over and above 104 hours will be paid out at the end of year, if not scheduled to be utilized.

14. DEFERRED COMPENSATION LANGUAGE UPDATE – The Parties agree to updated deferred compensation language to include “Roth” post tax option
15. SICK TIME BUYOUT – Employees may cash out up to 80 hours of sick time provided they have at least 400 hours. Forms will be distributed by Human Resources
16. CLOTHING – SHORTS – Shorts will be added to the clothing provisions.
17. EMERGENCY SICK CREDITS – Employees cannot sell back emergency sick credits at separation. The 300 hours will not be added to active sick time.
18. SICK LEAVE BANK – The “Sick Leave Bank” will be eliminated and replaced with a Time Donation Program administered by HR.
19. VACATION ACCRUAL – REVISED TIERS – Vacation will follow the new tier system listed.
  - New hires between 7/1 & 12/31 will receive 48 hours.
  - New hires between 1/1 & 6/30 will receive 96 hours;
  - After one (1) year of service: 120 hours
  - After three (3) years of service: 168 hours
  - After six (6) years of service: 216 hours
  - After ten (10) years of service 240 hours
20. COMPENSATORY TIME – Comp time must be paid in the year accrued. Unscheduled compensatory time will be paid out by the last pay period in December. Up to 24 hours may roll into January. Employees may cash out up to 80 hours per pay period.
21. HR ADMINISTRATION OF LEAVE & FORMS – HR will oversee all leave processing and forms.
22. CONTRACT CLEAN-UP – Exhibits C, D, E, F, and forms 2 and 3 will be removed. All forms can be acquired from the Human Resources Dept.
23. FULL AGREEMENT – These terms represent the full and final agreement and shall be incorporated into the successor CBA. Unless otherwise modified by this Agreement, all other terms and conditions and previously agreed-upon Memoranda of Agreement remain in full force and effect.

FOR THE CITY OF JOHNSTOWN:

\_\_\_\_\_  
Name: Amy Praught

Title: Mayor

Date: \_\_\_\_\_

FOR THE JOHNSTOWN FIRE FIGHTERS ASSOCIATION, LOCAL 779:

\_\_\_\_\_  
Name: Jeremiah VanEvery

Title: FFA President

Date: \_\_\_\_\_



# Resolution No. 93, 2025

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

## AUTHORIZE RATE INCREASE FOR THE CERTIFIED AMBULANCE GROUP FOR THE PURPOSE OF REVENUE RECOVERY SERVICES

**WHEREAS**, on March 28, 2019 the City of Johnstown adopted Resolution #28 to execute a contract with Certified Ambulance Group, Inc. for the purpose of revenue recovery services for the Advanced Life Support First Response Service; and

**WHEREAS**, in order to be reimbursed by individuals utilizing this service the City of Johnstown must bill for these services; and

**WHEREAS**, based on Medicare evaluation of inflation it is recommended that the City increase rates by 4%; and

**WHEREAS**, these rates are subject to change.

### NOW, THEREFORE, BE IT

**RESOLVED**, that the rates that Advanced Life Support First Response Service bills for services be increased by 4% for 2026.

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

Carrie M. Allen, City Clerk

Amy Praught, Mayor



**Post Office Box 290184  
Wethersfield, CT 06129  
860-257-7080 X 106  
866-435-7224 X 106  
860-563-3403 Fax  
mark@certambgroup.com**

From the Desk of: *Mark C. Gentile*  
*President/C.E.O.*

November 18, 2025

**RE: 2026 Rates Increases**

Hello Everyone,

With a new year approaching comes another opportunity to raise your rates. In years past, we have always recommended a percentage increase based on the Medicare evaluation of inflation. Medicare has proposed a two percent (2.0%) increase in the Ambulance Inflation Factor and a Cost-of-Living increase of three-point 7 percent (3.7%). Based on this information Certified Ambulance Group recommends a four percent (4%) increase based on the Cost-of-Living increase for 2025.

As always, you have three options for your 2025 rates:

1. Medicare Inflation Rate (3.0%)
2. Keep rates the same
3. Provide your own rate increases

The Affordable Health Care Act (ObamaCare) combined with the American Health Care Act (TrumpCare) will continue to affect EMS providers for many years to come. You can provide your own percentage to increase your rates each year. However, we do not recommend any increases of over 15 – 20%.

Please complete the attached form and return it to Janine Pavelec in our office as soon as possible. You can mail, fax, or email Janine. [JPavelec@certambgroup.com](mailto:JPavelec@certambgroup.com). Those of you who are online with reporting may also submit your request through the online portal.

Thank you for being part of the Certified Ambulance Group family.

Sincerely,

***Responding to your billing needs.***



December 15, 2025

# Resolution No. *94* 2025

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

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## COMMISSIONER OF DEEDS – NAME CHANGE

---

**WHEREAS**, Shelley Brockert was duly appointed as a Commissioner of Deeds for the City of Johnstown on February 18, 2025, for a two (2) year term commencing February 19, 2025 and expiring January 31, 2027; and

**WHEREAS**, the City has been notified that Shelley Brockert has legally changed her name to Shelley Wands;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Common Council of the City of Johnstown hereby acknowledges and approves the name change of Shelley Brockert to Shelley Wands for all purposes relating to her appointment and service as a Commissioner of Deeds; and be it further

**RESOLVED**, that all City records, certifications, and official documents pertaining to her appointment shall be updated to reflect her legal name of Shelley Wands.

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

---

Carrie M. Allen, City Clerk

---

Amy Praught, Mayor



# Resolution No. 95, 2025

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

## AUTHORIZE THE USE OF BOND PROCEEDS FOR THE DEMOLITION OF THE FORMER EVANS GARAGE

**WHEREAS**, Bond Resolution No. 60 was duly adopted by the Common Council on July 15, 2025, authorizing the financing of various capital projects, as more fully described in the documents attached hereto; and

**WHEREAS**, said Bond Resolution includes authorization for the City to undertake demolition activities and to apply bond proceeds toward eligible demolition-related costs; and

**WHEREAS**, the property known as the former Evans Garage, located at 17 S. Perry Street (SBL #174.8-6-11), has been identified as requiring demolition due to structural deterioration and in the interest of public health and safety; and

**WHEREAS**, it is necessary to formally authorize the use of bond proceeds for the demolition of said structure.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Common Council of the City of Johnstown hereby authorizes the use of proceeds from Bond Resolution No. 60 for all costs associated with the demolition of the former Evans Garage located at 17 S. Perry Street (SBL #174.8-6-11); and be it further

**RESOLVED**, that the Mayor, City Treasurer, and all other appropriate City officials are hereby authorized and directed to take any and all steps necessary to effectuate the intent of this Resolution.

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

Carrie M. Allen, City Clerk

Amy Praught, Mayor

EXTRACT OF MINUTES

Meeting of the Common Council of the City of Johnstown,

in Fulton County, New York

July 21, 2025

\* \* \*

A regular meeting of the Common Council of the City of Johnstown, in Fulton County, New York, was held at City Hall, Johnstown, New York, on July 21, 2025.

There were present: Amy Praught, Mayor  
Scott Jeffers, Council Member at Large  
Bradley Hayner, Council Member Ward 1  
Eric Parker, Council Member Ward 3  
Maxwell Spritzer, Council Member Ward 4

There were absent: Scott Miller, Council Member Ward 2

Also present: Carrie M. Allen, City Clerk

\* \* \*

Council Member Hayner offered the following resolution and moved its adoption:



July 21, 2025

## Resolution No. 60, 2025

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

---

**BOND RESOLUTION OF THE CITY OF JOHNSTOWN, NEW YORK,  
ADOPTED JULY 21, 2025, FURTHER AMENDING THE BOND RESOLUTION  
ADOPTED ON SEPTEMBER 16, 2024 WHICH WAS PREVIOUSLY AMENDED  
ON MAY 19, 2025, CONSISTING OF VARIOUS CAPITAL PROJECTS IN  
AND FOR THE CITY**

---

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF JOHNSTOWN, IN THE COUNTY OF FULTON, NEW YORK (by the favorable vote of not less than two-thirds of all members of said Common Council) AS FOLLOWS:

Recitals

WHEREAS, the Common Council of the City of Johnstown, in the County of Fulton, New York, has heretofore duly authorized the issuance of bonds to finance various capital projects in and for the City, at the estimated total cost of \$12,695,000, which amount was appropriated for such purposes by said Common Council pursuant to the Bond Resolution No. 60, 2024 adopted by the Common Council on September 16, 2024; and

WHEREAS, on May 19, 2025, the Common Council amended the original bond resolution to authorize (i) \$250,000 bonds for building demolition and to decrease the amount of bonds authorized for the City Hall garage project by a like amount and (ii) to permit the financing of Police Department equipment instead of vests only; and

WHEREAS, the Common Council has now determined that it is in the best interest of the City to further amend the original bond resolution to authorize an increase in the amount of bonds authorized for Sewer System Improvements from \$300,000 to \$460,000 and to reduce the amount of bonds authorized for the City Hall garage project from \$160,000 to \$0;

NOW, THEREFORE, BE IT

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF JOHNSTOWN, IN THE COUNTY OF FULTON, NEW YORK (by the favorable vote of not less than two-thirds of all members of said Common Council) AS FOLLOWS:

Section (A) The bond resolution of the City of Johnstown duly adopted by the Common Council on September 16, 2024 and previously amended on May 19, 2025, entitled:

“Bond Resolution of the City of Johnstown, New York, adopted September 16, 2024 and amended May 19, 2025, authorizing the issuance of bonds in a principal amount not to exceed

\$12,695,000 to finance various capital projects in and for the City, stating the estimated maximum cost thereof is \$12,695,000 and appropriating said amount for such purpose,”

is hereby further amended to read as follows:

BOND RESOLUTION OF THE CITY OF JOHNSTOWN, NEW YORK, ADOPTED SEPTEMBER 16, 2024, AMENDED ON MAY 19, 2025 AND FURTHER AMENDED JULY 21, 2025, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$12,695,000 TO FINANCE VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,695,000 AND APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE.

THE COMMON COUNCIL OF THE CITY OF JOHNSTOWN, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Common Council) AS FOLLOWS:

Section 1. The City of Johnstown, in Fulton County, New York (herein called the “City”), is hereby authorized to construct, acquire or undertake the various projects as described in column A of **Schedule I**, attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of said **Schedule I**, including all furnishings, equipment, machinery, apparatus, and ancillary and related site work. The estimated total cost of said projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$12,695,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of bonds of the City in the principal amount of \$12,695,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$12,695,000 are hereby authorized to be issued in the principal amounts indicated in column C of said **Schedule I** for each of the respective objects or purposes indicated in column A of said **Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of said **Schedule I**, are set forth in column D of said **Schedule I**.

(b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the City for expenditures made after the effective date of

this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Common Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing agreements for credit enhancements, are hereby delegated to the City Treasurer, the chief fiscal officer of the City.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

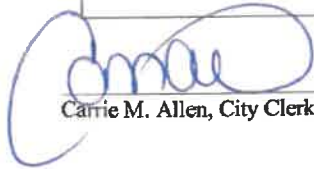
Section 7. This bond resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the City's official newspaper, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

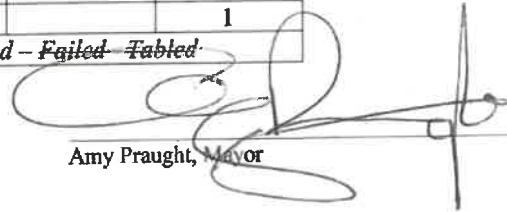
Section (B) The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

Seconded by Council Member: Hayner

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 checked="" 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 checked="" type="checkbox"/>
Ward 3 – Council Member Parker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	4			1
<i>Passed – <del>Failed</del> – <del>Tabled</del></i>				

  
 Carrie M. Allen, City Clerk

  
 Amy Praught, Mayor

SCHEDULE I

A	B	C	D	E
<u>Project Description</u> <u>(object or purpose)</u>	<u>Estimated</u> <u>Maximum</u> <u>Cost</u>	<u>Amount of</u> <u>Bonds</u> <u>Authorized</u>	<u>Period of</u> <u>Probable</u> <u>Usefulness</u>	<u>PPU Section</u> <u>11.00 a.</u> <u>Reference</u>
City Hall - garage	\$0.00	\$0.00	10	20(f)
Demolition of Buildings (City owned)	250,000.00	250,000.00	10	12-a
DPW – excavator	\$200,000.00	\$200,000.00	15	28
DPW – garage foundation	\$100,000.00	\$100,000.00	25	11(b)
DPW – pickup trucks	\$475,000.00	\$475,000.00	15	28
Fire Dept. – breathing apparatus	\$380,000.00	\$380,000.00	5	27
Fire Dept. – pumper truck	\$215,000.00	\$215,000.00	20	27
Parking lot improvements	\$275,000.00	\$275,000.00	10	20(f)
Police – vehicles	\$120,000.00	\$120,000.00	3	77
Police - equipment	\$120,000.00	\$120,000.00	5	32
Sewer – system improvements	\$460,000.00	\$460,000.00	40	4
Technology*	\$100,000.00	\$100,000.00	5	32 and 108
Water – system improvements	<u>\$10,000,000.00</u>	<u>\$10,000,000.00</u>	40	1
Totals:	<u>\$12,695,000.00</u>	<u>\$12,695,000.00</u>		

\*laptops (Dept. Heads), desktop computers, phones, updated software, GIS mapping


CLERK'S CERTIFICATE

I, Carrie M. Allen, City Clerk of the City of Johnstown, in Fulton County, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Common Council of the City of Johnstown duly called and held on July 21, 2025 and approved by the Mayor of the City on July 22, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Common Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF,

I have hereunto set my hand and affixed the corporate seal  
of said City of Johnstown this 22<sup>nd</sup> day of July, 2025.

(SEAL)

A handwritten signature in blue ink, appearing to read 'CMA', is written over a horizontal line. The signature is stylized and cursive.

City Clerk



December 15, 2025

# Resolution No. 96, 2025

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

---

## AUTHORIZE WATER CONNECTION AT 1733 ST. HWY. 67

---

**WHEREAS**, Thomas & Nancy L. Hayes, residing at 1733 St. Hwy. 67, in the Town of Johnstown, New York are desirous of obtaining water services from the City of Johnstown.

**NOW, THEREFORE BE IT,**

**RESOLVED**, that the that the Common Council hereby approves Thomas & Nancy L. Hayes request to connect to the existing water line for his property located at 1733 St. Hwy. 67, located in the Town of Johnstown; and be it further

**RESOLVED**, that any connection fees and/or charges assessed by the City of Johnstown be paid by Thomas & Nancy L. Hayes; and be it further

**RESOLVED**, that Thomas & Nancy L. Hayes are to execute the standard service contract, attached hereto, with 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 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"/>
<b>RESULT</b>	Passed – Failed - Tabled			

---

Carrie M. Allen, City Clerk

---

Amy Praught, Mayor

## WATER LINE AGREEMENT

This *AGREEMENT*, made by and between **Thomas & Nancy L. Hayes**, having an address of 1733 St. Hwy. 67 Johnstown, New York 12095, SBL# 174.6-1-13 (hereinafter referred to as the “property owner”) and the **City of Johnstown**, a municipal corporation with its principal office and place of business at 33-41 East Main Street, Johnstown, New York 12095 (hereafter referred to as the “City”) to establish terms and conditions for the City to supply water to certain properties in the Town of Johnstown located within the permissive use area in the vicinity of the Johnstown Landfill.

The City will do or has done the following:

1. Construct a municipal type drinking water distribution system in the identified area creating a permissive use zone for connection outside of the municipal corporate limits.
2. Install a new tap, service lateral,  $\frac{3}{4}$  “, unless otherwise agreed, and curb box shutoff into the terrace area off of the edge of roadway. The initial cost of this material is the responsibility of the property owner. The material will be obtained by the City once the payment for the material is received. Pricing for the material will be provided to the property owner prior the City ordering any of the material. This section of the service will be property off and maintained by the City of Johnstown during the life of the service unless otherwise legislated
3. Provide, install, and maintain a water meter in the interior of the property, or a meter pit is required, once plumbing provisions are made by the property owner.
4. Read the water meter on a periodic basis and bill the property owner at the out of city rate as approved by the Common Council.

The property owner agrees to the following conditions:

1. Install or retrofit the interior plumbing of the structure to accommodate a City owned water meter as close as practical to where the service enters the interior of the structure.
2. The property owner is responsible for the cost of all service material prior to the installation of the tap, service lateral, and curb box being installed by the City.
3. Completely disconnect any service to any other water source that can cause cross contamination potential for the public drinking system. If it is not possible to disconnect any such service an approved backflow prevention device on the connection to the public drinking water system. The backflow prevention device will be required to be certified annually at the cost of the property owner by plumber certified to test and inspect backflow prevention devices in NYS.
4. Agree to allow City agents to access the home to install, inspect, replace, repair, read, or perform any maintenance to the City owned meter within a reasonable time period of request.
5. Allow a radio transmitter to be mounted to the exterior of the house, if applicable, for remote meter

reading. This transmitter is not to be alter, tampered with, or damaged in anyway. If any damage is caused by the homeowner the cost of repair or replacement of the transmitter will be the responsibility of the property owner.

6. Abide by City of Johnstown Rules and Regulations for the public drinking water system, including allowing city officials into the residence to inspect the water system piping. Any failure to adhere to these regulations that has the potential to cause a negative health effect to the public drinking water system will result in the termination of the connection to the City owned drinking water system.
7. Pay for metered water at the out of City water rate as approved by the City of Johnstown. Late payments will be subject to a late fee. Failure to pay will result in termination of the connection to the public drinking water system.

PROPERTY OWNER

\_\_\_\_\_  
Thomas Hayes

STATE OF NEW YORK:

COUNTY OF \_\_\_\_\_ : ss.:

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Hayes personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

PROPERTY OWNER

\_\_\_\_\_  
Nancy L. Hayes

STATE OF NEW YORK:

COUNTY OF \_\_\_\_\_ : ss.:

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy L. Hayes personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



# Resolution No. 97, 2025

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

---

**2025 BUDGET TRANSFERS – ENGINEER’S OFFICE**

---

**WHEREAS**, the City Engineer is requesting budget transfers from the following accounts to cover salt through year end:

- \$13,000 from A8140.450; Storm Sewer to A5182.412; Snow Removal,
- \$7,000 from A5110.200; Street Department to A5182.412; Snow Removal, and
- \$10,000 from A8161.454; Landfill to A5182.412; Snow Removal

; and

**WHEREAS**, the City Engineer is also requesting budget transfers from the following account to cover the cost of the replacement overhead door at the DPW building:

- \$20,000 from A8161.454; Landfill to A5132.417; Central Garage to cover

**NOW, THEREFORE BE IT,**

**RESOLVED**, the Common Council hereby approves that the City Engineer’s request for budget transfers totaling \$50,000.00.

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

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

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



December 15, 2025

# Resolution No. 98, 2025

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

---

**ADVERTISE FOR PUBLIC HEARING FOR A PROPOSED  
ORDINANCE REGULATING SHORT-TERM RENTALS IN THE CITY OF JOHNSTOWN**

---

**WHEREAS**, the City of Johnstown seeks to establish appropriate regulations governing the operation of short-term rental properties within the City; and

**WHEREAS**, the attached Ordinance entitled "Ordinance Regulating Short-Term Rentals in the City of Johnstown," is proposed in order to protect public health, safety, and welfare; 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 Tuesday, January 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 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"/>
<b>RESULT</b>	<i>Passed – Failed - Tabled</i>			

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

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

# Chapter 236

## LODGING ESTABLISHMENTS: SHORT TERM RESIDENTIAL RENTALS

§ 236-1.	<b>Purpose and legislative intent.</b>	§ 236-7.	<b>Complaints and violations.</b>
§ 236-2.	<b>Definitions.</b>	§ 236-8.	<b>Suspension or revocation of license.</b>
§ 236-3.	<b>Rental periods.</b>	§ 236-9.	<b>Penalties for violations.</b>
§ 236-4.	<b>License required.</b>	§ 236-10.	<b>Severability.</b>
§ 236-5.	<b>Application for license.</b>		
§ 236-6.	<b>Regulations.</b>		

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### § 236-1. Purpose and legislative intent.

- A. The purpose of this chapter is to establish appropriate regulations for short-term rental uses in the City of Johnstown ("City"). While the City recognizes that some property owners wish to rent to others on a short-term basis all or part of dwelling units they own, the City has a duty to encourage stable residential neighborhoods for the health and well-being of all City residents, businesses, and guests. The City intends to license short-term rentals under conditions that foster neighborhood cohesion and that attempt to keep property values affordable for owner-occupancy and residents of the City.
- B. By enacting this chapter, the City intends to:
- (1) Protect the health, safety and welfare of the community and of persons occupying short-term rentals;
  - (2) Prevent to the greatest extent practicable public safety risks and other impacts, including, but not limited to, increased noise, trash, traffic, and parking impacts associated with short-term rental uses;
  - (3) Maintain a safe environment for community members per city and state code;
  - (4) Protect neighborhood character and minimize the impact of short-term rental uses on neighbors and residential properties;
  - (5) Protect property values of the community;
  - (6) Protect housing affordability within the community for long-term residents, whether owners or tenants;
  - (7) Assist homeowners to stay in their homes by allowing some short-term rental use of their homes to generate income to defray their cost of homeownership;
  - (8) Enable property owners to provide lodging for visitors to the City during periods of peak visitor and tourist demand, such as university and college graduation weekends and holiday weekends; and
  - (9) Promote the efficient use of housing stock.

### § 236-2. Definitions.

- A. All provisions shall apply to all short-term rentals, unless specified otherwise. For the purposes of this chapter, the following terms shall have the following meanings:
- BOOKING SERVICE** — Means a person or entity who, directly or indirectly:

- (1) Provides one or more online, computer or application-based platforms that individually or collectively can be used to:
  - (a) List or advertise offers for short-term rentals; and
  - (b) Either accept such offers, or reserve or pay for such rentals; and
  - (c) Charges, collects or receives a fee for the use of such a platform or for provision of any service in connection with a short-term rental. A booking service shall not be construed to include a platform that solely lists or advertises offers for short-term rentals.

**CODE ENFORCEMENT OFFICER** — Code Enforcement Officers are authorized to ensure that each short-term rental licensed under this chapter follows all applicable laws, rules, ordinances and regulations, and to pursue enforcement proceedings for violations of this chapter, including but not limited to the issuance of appearance tickets under Article 150 of the Criminal Procedure Law.

**GUEST or INVITEE** — Means any person who occupies or uses the whole or part of any short-term rental with the consent of the owner or tenant thereof, but without any lease or right of possession.

**NON-PRIMARY RESIDENCE** — Means any property that is occupied by an individual who does not occupy the property on a full-time permanent basis.

**OWNER** — Means any individual or individuals, partnership or corporation or other organization in possession of and having a fee interest in the real property. The term "Owner" shall include a corporation, limited-liability company, partnership, association, trustee, or other business entity or nonbusiness forms of ownership.

**PRIMARY RESIDENCE** — Means any property that is occupied by an individual who occupies the property on a full-time permanent basis.

**PROPERTY CONTACT** — Means any person or legal entity who is authorized to act on the owner's behalf and is available to promptly remedy any violation of this chapter. The property contact may be the owner, a property management company hired by the owner, or an agent designated in writing by the owner. The property contact must be physically present at a location not more than 50 miles from the short-term rental premises and must be available 24 hours per day, seven days a week for the entire duration of the rental.

**SHORT-TERM RENTAL** — Means an entire dwelling unit, or a room, group of rooms, other living or sleeping spaces, or any other space within a residential dwelling, made available for rent to one or more tenants for less than 30 consecutive days, and is offered for tourist or transient use, including any residential building or apartment, single-family dwelling, two-family dwelling, condominium, townhouse, guest house, cottage, cabin, accessory dwelling unit or accessory dwelling. The term shall not include house sitting arrangements where a house sitter occupies a principal residence while the owner is away, the house sitter provides security, maintenance and/or child or pet care, and the house sitter pays no money or other financial consideration to the owner in exchange for the occupancy.

**SHORT-TERM RENTAL HOST** — Means a person or entity in valid legal possession of a short-term rental unit who rents such unit to one or more tenants.

**SHORT-TERM RENTAL PORTAL** — Means the City website that accepts license applications pursuant to this chapter.<sup>1</sup>

**TENANT** — Means any person holding a written lease to occupy, use and possess the whole or part of any short-term rental, either alone or with others.

### **§ 236-3. Rental periods.**

- A. Maximum periods in which a licensed entity or individual may rent their property(ies) is as follows:
  - (1) A primary residence may be leased a total of 150 days within a calendar year. These days do not have to be consecutive.

- (2) A non-primary residence may be leased for a total of 150 days within a calendar year. These days do not have to be consecutive.

**§ 236-4. License required.**

- A. No person, individual, partnership, corporation, limited-liability company, association, trustee, or other organization or legal entity, business entity or nonbusiness form of ownership shall rent or lease, or offer to rent or lease, through a booking service or otherwise, any short-term rental in the City of Johnstown unless a license therefor has first been obtained pursuant to this chapter.
- B. An owner who is renting or leasing a short-term rental as herein defined as of the effective date of this chapter shall not be deemed to be in violation thereof if said owner has obtained a license as provided herein by June 1, 2026.
- C. The City may elect to establish limitations on the total number of licenses and/or the number of licenses for primary residences and non-primary residences.
- D. A license issued under this chapter is not transferable. Should the short-term rental property be sold, gifted, acquired, or bequeathed to a different owner, such new owner must obtain a new license pursuant to this Code.

**§ 236-5. Application for license.**

- A. An application for a short-term rental license shall be made either in writing or electronically through the City website on forms provided by the Code Enforcement Office. All of the following must be completed and provided along with the application:
- (1) Owner list:
- (a) A list of all the names of short-term rental owners including addresses, telephone numbers and email addresses.
- (2) Proof of ownership:
- (a) An applicant must provide proof that they own the short-term rental property via copy of the property deed, copy of a tax bill, or copy of a note and mortgage document.
- (b) The proof of ownership must contain the address for the short-term rental and the name(s) of the owner(s).
- (c) A tenant, or other person that does not own a unit that is used as a short-term rental unit but is in lawful possession of a short-term residential unit, shall not qualify for a license if they are not the permanent occupant of the dwelling unit and have not been granted permission in writing by the owner for its short-term rental. Proof of written consent by the owner shall be provided to and verified by the City.
- (3) Affidavit certification:
- (a) A completed, signed, and notarized affidavit ("affidavit certification") by the property owner(s) certifying the compliance with the following standards:

- [1] The correct number of carbon monoxide and smoke detectors are installed in compliance with the NYS adopted Uniform Fire Prevention and Building Code in effect at the time of the issuance of the property's most recent certificate of occupancy and the current adopted Johnstown City Code.

- [2] Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
  - [3] There is a conspicuously posted evacuation diagram identifying all means of egress from the unit and the building in which it is located.
  - [4] Electrical systems shall be serviceable with no visual defects or unsafe conditions.
  - [5] All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly installed, and flues cleaned within 12 months of application for license and annually thereafter.
  - [6] The entirety of the property, including each bedroom shall comply with the NYS adopted Uniform Fire Prevention and Building Code in effect at the time of issuance of the property's most recent certificate of occupancy and the current adopted Johnstown City Code.
  - [7] The maximum occupancy of the short-term rental unit shall be limited by the number of occupants allowed for the size of the septic tank and leach or absorption area.
  - [8] There is a conspicuously posted notice of number of parking spaces, and notification of no parking in location of septic tank and leach or absorption area.
  - [9] There is emergency information conspicuously posted which includes the 911 address and any necessary information that may include each unit, suite, and/or apartment number, if applicable.
  - [10] There is a fire and poison control hotline number conspicuously posted, along with any other emergency phone numbers.
  - [11] If applicable, the City's noise ordinance is conspicuously posted to prevent unreasonable noise.
  - [12] There is a working fire extinguisher on the premises with a UL rating of 2A:10B:C.
  - [13] Should there be pool(s) or deck(s), they are to be compliant with the current NYS adopted Uniform Fire Prevention and Building Code and the current adopted City Code.
- (b) The affidavit certification shall also contain:
- [1] A statement that the number of occupants within the short-term rental property meets the standards set forth herein.
  - [2] A statement that the number of parking spaces on the property meets the standards set forth herein.
  - [3] A statement that the applicant, to the best of the applicant's knowledge, has met and will continue to comply with all applicable laws, ordinances, rules and regulations of the City of Johnstown, the State of New York, and the United States, including but not limited to those laws, rules, ordinances and regulations specifically referenced in this chapter.
  - [4] A statement that everything required within this chapter is completed.

- (c) Affidavit certifications shall be valid during the term of the short-term rental license. If relevant circumstances on the property change or for any reason the affidavit certification is or becomes inaccurate, it shall be the responsibility of the licensee to promptly submit a revised affidavit certification.
  - (d) The form of the affidavit certification shall be established by the Code Enforcement Office.
- (4) Proof of insurance:
- (a) The short-term rental must show property and premises liability insurance that allows for and acknowledges its use of the premises as a rental. Any short-term rental must be insured by an insurer licensed to write insurance in the State of New York or procured by a duly licensed excess line broker, pursuant to New York Insurance Law § 2118, for at least the value of the dwelling, plus a minimum of \$300,000 for third party claims of property damage or bodily injury that arise out of the operation of a short-term rental.
    - [1] Notwithstanding any other provision of law, no insurer shall be required to provide such coverage.
- (5) Fire inspection report:
- (a) Proof that a Fire Inspection was conducted by the City of Johnstown Fire Department and passed within 12 months of filing the application.
    - [1] If the property has not been a short-term rental prior to its application, the Fire Inspection conducted by the City of Johnstown Fire Department must have been completed and passed within 60 days of filing the application.
  - (b) A fire inspection report is required annually. If re-applying for a license, an applicant will need to submit proof that a fire inspection was conducted within every year of their initial application.
- (6) Property contact:
- (a) The name, address, telephone number and email address of the property contact, as defined above.
- (7) Application fee:
- (a) The fee to apply for a license shall be established by resolution of the Common Council.
  - (b) Costs for fire inspections shall be established from time to time by resolution of the Common Council.
- (8) Acknowledgments:
- (a) Acknowledgment that the owner and property contact have read all regulations pertaining to the operation of the short-term rental.
  - (b) Acknowledgment that the owner and property contact will post and maintain the short-term rental with the notice required herein.
  - (c) Acknowledgment that the owner designates the property contact as an agent for service of all notices and other legal process described in this chapter.
  - (d) Acknowledgment that the owner consents to make available to the Code Enforcement Officers all records showing the listing history, through a booking service or otherwise, by which the short-term rental premises has been offered for rent or lease.

B. Filing an application:

- (1) The application shall be submitted to the Code Enforcement Office via the short-term rental portal or submitted in person to the following address:
  - (a) Code Enforcement Office, 244 North Perry Street, Johnstown, New York 12095

C. Procedure upon filing application:

- (1) Once the application is successfully submitted, the Code Enforcement Office shall review the application and either issue the license, with or without conditions, or notify the applicant in writing that the application has been denied along with the reasons for denial.
- (2) In reviewing the application, the City shall have the right to do a Fire and Code inspection, or deploy a Code Enforcement Officer to inspect the short-term rental property for purposes of ensuring compliance with this chapter after obtaining express consent of the owner or the property contact designated by the owner, for such limited inspection purposes.

D. Denial of an application:

- (1) The Code Enforcement Office may deny an application for any of the following reasons:
  - (a) If the application is incomplete, meaning all information required by this chapter was not included with the application or the full license fee, in acceptable form of payment, was not included with the application.
  - (b) If the Code Enforcement Office previously issued a short-term rental license to any of the owners of the property and any of such owners had such license revoked within the previous year.
  - (c) If the affidavit from the owners or if an inspection conducted by a Code Enforcement Officer as authorized in this chapter finds that the subject property is not in compliance with this section or the current NYS adopted Uniform Fire Prevention and Building Code and the current adopted City of Johnstown Code of Ordinances.
  - (d) If access is not granted to the property for purposes of an inspection.

E. Renewal of licenses.

- (1) Any license granted may be renewed every one year upon application for renewal, pending a new inspection by the Fire Department.
  - (a) A passing inspection will require a written and conspicuous proper emergency egress plan, a local emergency contact, labeled fire exits, functioning carbon monoxide and fire detectors and proof of required insurance.
  - (b) A failed inspection will result in denial of the renewal application, subject to proof of proper resolution within 30 days of the failed inspection.

**§ 236-6. Regulations.**

- A. All short-term rentals must be licensed with the City of Johnstown in a database established for that purpose.
- B. All short-term rentals must have a valid inspection and permit record from the City Fire Department and City Code Enforcement Office.
- C. The following terms and conditions shall apply to all short-term rentals:

- (1) At no point may any illegal conduct or activity take place at or on the short-term residential rental property by the property owner, any short-term rental tenant, guest or invitee.
- (2) Tenants and their guests or invitees shall not block or otherwise impede the ingress or egress of any exits of the short-term rental.
- (3) Tenants and their guests or invitees shall abide by all applicable laws, rules, ordinances and regulations of the City of Johnstown, the State of New York, and the United States.
- (4) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the City's Noise Ordinance, or which would otherwise constitute disorderly conduct or creation of a public nuisance.
- (5) Short-term rental owners shall be responsible for removing snow and other obstructions from their short-term rental sidewalks and/or driveways, if applicable.

### **§ 236-7. Complaints and violations.**

#### **A. Applicability:**

- (1) Owners, operators, managers, marketers, and tenants of short-term rental properties shall obey all applicable federal, state, and local laws and regulations, including but not limited to those of the City of Johnstown, and shall be subject to the enforcement and penalty provisions contained in the laws, rules, ordinances and regulations of the City of Johnstown and any other federal, state, or local law.

#### **B. A violation (hereinafter "violation") of this chapter is considered a breach of any standards, regulations and/or procedures set forth in this chapter and/or applicable federal, state, or local laws.**

#### **C. Following a breach of any of the above, the following process shall be followed in the event of a complaint alleging a violation by an owner, tenants, or guests of a short-term rental unit.**

- (1) Verbal complaints made to City officials or Law Enforcement about a short-term rental may be addressed informally, given the nature of the complaint, and may be communicated to the owner in writing or electronically. A record shall be made of all verbal complaints.
- (2) If the response is not satisfactory to the complaining party, the complaining party may file a written complaint with the Code Enforcement Officer, or through the online short-term rental portal. The form of the complaint shall be established by the Code Enforcement Officer and may be filed in person, by email, mail or online. The complaint shall provide pertinent information including the date, time, and nature of the alleged Violation.
- (3) If the Code Enforcement Officer, upon investigation, determines that the written complaint has merit, the Code Enforcement Office, or a Code Enforcement Officer or other enforcement officer as may be designated by the City for that purpose, may impose any of the following on the short-term rental's owner, property contact, operator, manager, or agent:
  - (a) Reasonable conditions and/or improvements to the existing short-term rental license that must be met or satisfied before continuing operation;
  - (b) A warning or violation;
  - (c) Suspension of the short-term rental license; or
  - (d) Revocation of the short-term rental license.

**§ 236-8. Suspension or revocation of license.**

**A. Revocation of a short-term rental license:**

- (1) A short-term rental license may be suspended or revoked if the short-term residential rental unit is not in compliance with any applicable federal, state, or local law, ordinance, rule or regulation.
- (2) In addition to the reasons for suspension and revocation in Subsection A(1) above, a short-term rental license may be suspended or revoked if the short-term rental owner:
  - (a) Fails to apply for a short-term rental license in a timely manner;
  - (b) Fails to obtain a short-term rental license after inspection;
  - (c) Fails to maintain a valid short-term rental license after it is granted throughout the period that such unit is used or offered for a short-term rental use;
  - (d) Has three violations in a two-year period; or
  - (e) Otherwise fails to comply with this chapter.

**B. Procedure.**

- (1) Notice of violation:
  - (a) To initiate the process of suspending or revoking a short-term rental permit, the Code Enforcement Officer shall issue a notice of intent (hereinafter "notice of violation") to suspend or revoke the short-term rental license.
  - (b) The notice of violation to suspend or revoke shall:
    - [1] Describe the violation in as much detail necessary; and
    - [2] State the time period the short-term rental license holder has to correct the violation or cause the violation to be corrected.
  - (c) The notice of violation shall be provided to the short-term rental owner or the property contact, either by personal service, by registered or certified mail to the address submitted with the permit application, or by a posting on the short-term rental premises in a conspicuous location.
  - (d) After the notice of violation has been provided, if the short-term rental owner fails to correct the violation or cause it to be corrected within the period stated in the notice of violation, the Code Enforcement Office shall have authority to suspend or revoke the short-term rental license issued upon finding any of the following:
    - [1] That the license holder has made a false representation in the application.
    - [2] That the license holder has violated any provision of this chapter or any provision of the New York State adopted Uniform Fire Prevention and Building Code in effect at the time of the issuance of the property's most recent certificate of occupancy.
    - [3] That the license holder has failed to obey a lawful order or directive of the Code Enforcement Officer.
  - (e) No suspension shall be for more than 30 days.

C. Violation hearing:

- (1) A short-term rental license holder shall be entitled to request a hearing on suspension or revocation. The hearing shall be before the Code Enforcement Office, the City Attorney, and the Code Enforcement Officer or designee, (hereinafter "violation hearing") upon application made to the Code Enforcement Office to demonstrate that the short-term rental license holder was not in violation.
- (2) Such violation hearing shall be requested in writing within 30 days of the violation being received.
- (3) The request must be addressed to and received by the Code Enforcement Office within 30 business days of the license holder's receipt of the notice of intent or of posting, whichever occurs earlier.
- (4) Any suspension or revocation remains in effect unless modified by the Code Enforcement Office. Within 30 days of the license holder's written request, a violation hearing shall be held to determine whether to reverse, modify or sustain the suspension or revocation. At the hearing both the owner and the City may produce documentation and witnesses, and such witnesses shall be sworn. The owner may be represented by legal counsel. A video record or written minutes of the hearing shall be produced.
- (5) The hearing officer shall issue a written decision within 15 days after the hearing.

D. If a license has been revoked:

- (1) If a license issued to a short-term rental owner has been revoked for the first time, the owner may not reapply for a new short-term rental license until one year after such revocation.
- (2) If a license issued to a short-term rental owner has been revoked at least once before, the owner may not reapply for a new short-term rental license until five years after such revocation.

**§ 236-9. Penalties for violations.**

- A. Any person, association, firm, company, corporation, or entity which violates any provision of this chapter, or assists in the violation of any provision of this chapter, or owns or operates a property at which a violation occurs, shall be subject to the following penalties:
- (1) By a fine or civil penalty of not more than \$2,500 for a first violation.
  - (2) By a fine or civil penalty of not more than \$5,000 for a second violation, both of which were committed within a period of five years.
  - (3) By a fine or civil penalty of not more than \$7,500 for a third violation, both of which were committed within a period of five years.
  - (4) Each week's continued violation constitutes a separate additional violation.
- B. The Code Enforcement Officer may bring a civil proceeding in City Court for enforcement of this chapter.
- C. The City may seek injunctive relief, civil penalties and any other relief available to enforce the provisions of this chapter through commencement of an action in the New York State Supreme Court. Such action must be authorized by a resolution of the Common Council. As part of such action, the City may seek and obtain an Order from the Court requiring the defendant to reimburse the City for its legal fees, costs and attorneys' fees related to the action.

- D. Violations of any provision of this chapter or of the terms of a license issued hereunder may be remedied or enforced pursuant to this code. Enforcement remedies available are not exclusive and may be sought cumulatively.

**§ 236-10. Severability.**

- A. If any provision of this chapter, or the application thereof to any person or circumstance, is adjudged invalid by a court of competent jurisdiction, that judgment shall not affect or impair the validity of the other provisions of this chapter or the application thereof to other persons or circumstances.



# Resolution No. 99, 2025

Council Member presented the following Resolution and moved its adoption:

**AUTHORIZE THE PURCHASE OF CREDIT CARD PROCESSING EQUIPMENT FOR CITYWIDE PAYMENT SERVICES**

**WHEREAS**, the City of Johnstown seeks to improve customer service, modernize payment options, and streamline the collection of fees and charges by accepting credit and debit card payments; and

**WHEREAS**, the implementation of credit and debit card payment capabilities requires the purchase of credit card processing machines for use by City departments; and

**WHEREAS**, the City has identified suitable credit card machines at a cost of Two Hundred Ninety-Nine Dollars (\$299.00) per unit; and

**WHEREAS**, it is in the best interest of the City to procure such equipment in order to facilitate electronic payments and enhance operational efficiency;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Common Council hereby authorizes the purchase of credit card machines at a cost of \$299.00 each for the purpose of enabling the acceptance of credit and debit card payments; and be it further

**RESOLVED**, that the City Treasurer is authorized to take all necessary actions to procure said equipment and implement credit and debit card payment processing across applicable City departments.

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

Carrie M. Allen, City Clerk

Amy Praught, Mayor



November 26, 2025

City of Johnstown  
Attn: Sue Conine, Treasurer  
33-41 East Main Street  
Johnstown, NY 12095

**RE: Heartland Payments Proposal**

Dear Sue,

Thank you for taking the time to speak with me. Heartland Payments is excited to share with you the following proposal. Heartland specializes in both merchant absorbed and convenience/service fee processing. Below, please find our proposal for our convenience fee program.

**Convenience Fee (Processing fees passed on to the consumer)**

Description	Cost	Misc
Convenience Fee	3.50%	Per Transaction (\$1.50 min)
<b>Equipment</b>		
Description	Cost	Misc
PAX A80	\$299.00	Purchase Price Per Unit
<b>Per Occurrence</b>		
Description	Cost	Misc
Chargeback Fee	\$25.00	Per Dispute (1st 3 free)
PCI Non Compliance Fee	\$200.00*	only if non-compliant

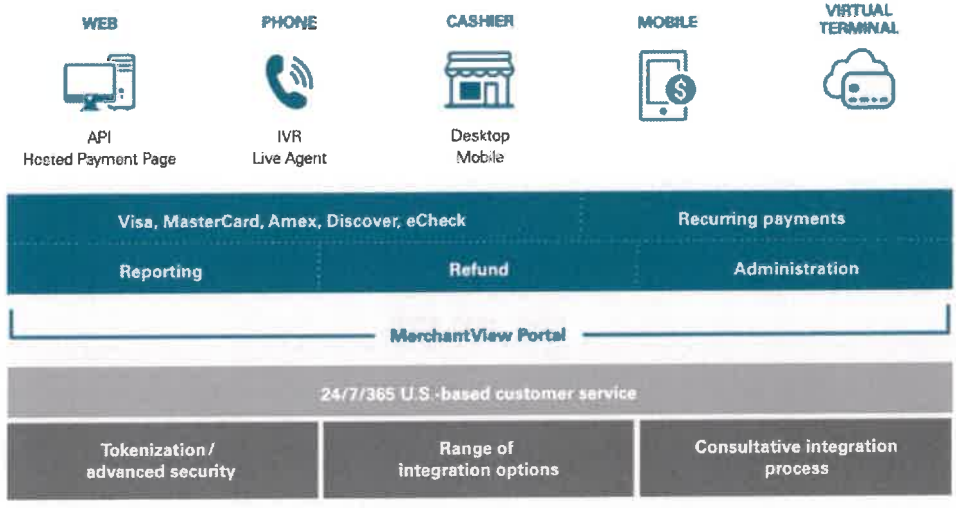
\*Compliance is a V/MC requirement. Monthly fee only charged if non-compliant.

**Bill Pay Program**

As a trusted referral partner of the Bank of Greene County, the software fee for using our municipal software program (Bill Pay) will be waived. Below, please find an overview of our Bill Pay Program.



**Heartland Bill Payment Suite**



If you are interested in moving forward, please complete the attached worksheet and return it to me. With this information, we will populate our application forms and send you a copy to review. We look forward to working with you and the City of Johnstown.

Sincerely,

Mark Shapiro  
Senior Director of Sales, Government Division  
[Mark.shapiro@heartland.us](mailto:Mark.shapiro@heartland.us)  
Phone: (732) 332-0677



# A80

## SmartDesktop

The A80 is a SmartDesktop payment terminal powered by Android that can be used as a countertop PIN pad or an indoor portable device. Packed with the latest PCI PTS 5.x, SRED, and NFC contactless certifications, A80 delivers the highest payment security and protects transaction privacy. Equipped with a built-in camera, high definition 4-inch touchscreen display, and multiple network connectivity options, A80 delivers the best user experience to the modern consumers.



RESTAURANTS



RETAIL



HOSPITALITY



TRANSPORTATION

[sales@pax.us](mailto:sales@pax.us)



[www.pax.us](http://www.pax.us)

# A80

## SPECIFICATIONS



### MAIN FEATURES



PAXBiz Powered By Android



0.3 MP Fixed Focus Front Camera



4" Color Touchscreen



3.5" per second high-speed Printer

### ADDITIONAL SPECS

<b>Memory</b>	1GB DDR + 8GB eMMC   1 x Micro SD Card Slot, Supports up to 32GB
<b>Processor</b>	Application CPU: Quad-core Cortex-A53, 1.2GHz Security CPU: Cortex M3
<b>Card Reader Types</b>	Magnetic Card Reader   Smart Card Reader   Contactless
<b>Communications</b>	Wi-Fi   Bluetooth® wireless technology   Ethernet   Dial
<b>Communication Ports</b>	1 x HOST USB 2.0   1 x Micro USB 2.0, OTG   1 x PIN-pad   1 x RS232   1 x LAN   1 x Line   1 x Phone
<b>Physical</b>	L x W x H (in): 7.12 x 3.3 x 3.19 Weight: 13 oz
<b>Certifications</b>	PCI PTS 5.x, SRED   EMV L1 & L2   EMV Contactless L1   Discover D-PAS   MasterCard Contactless   Visa payWave   American ExpressPay   IC   MasterCard TQM   Interac_Flash L2

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PAXSTORE