



July 21, 2025

Local Law #2, 2025

Council Member Hayner presented the following Local Law and moved its adoption:

**ADOPT LOCAL LAW #2, 2025 TO AMEND THE JOHNSTOWN CITY CHARTER;
MAKE THE POSITION OF CITY TREASURER FROM ELECTED TO APPOINTED**

WHEREAS, a Public Hearing was held for all interested parties to be heard on Monday, July 21, 2025 regarding a Local Law to amend the Johnstown City Charter to change the position of City Treasurer from an elected position to appointed, attached hereto as Schedule "A"; and

WHEREAS, the proposed change requires a mandatory referendum under § 23 of the Municipal Home Rule Law; and

WHEREAS, the Fulton County Board of Elections is hereby authorized to place Local Law #2, 2025; "A Local Law amending the Charter of the City of Johnstown to make the position of City Treasurer appointed" as a Referendum for the November 4, 2025 General Election.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Johnstown hereby adopts Local Law No. 2 of 2025, being "A Local Law amending the Charter of the City of Johnstown to make the position of City Treasurer appointed"; and be it further

RESOLVED, that the City Attorney is hereby directed to file said Local Law with the New York State Department of State.

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

LOCAL LAW #2, 2025

LOCAL LAW AMENDING ARTICLE 2; ELECTED OFFICERS AND ARTICLE 7; APPOINTED PUBLIC OFFICERS & EMPLOYEES OF THE CITY CHARTER

BE IT ENACTED by the Common Council of the City of Johnstown, New York, as follows:

Article 2; Section 2.0, City officers, of the City of Johnstown Charter is hereby amended to remove reference to the Treasurer, and shall read in its entirety as follows:

The elected officers of the City shall be a Mayor, a Council member-at-large, one (1) Council member for each of the four (4) wards and a City Court Judge.

Article 2; Section 2.1(2), Manner of choosing elected City officers, of the City of Johnstown Charter is hereby amended to remove reference to the Treasurer, and shall read in its entirety as follows:

(2) The Mayor, Council Member-at-Large, Council Members (4), and City Court Judge shall be elected by ballot by qualified electors of the City.

Article 2; Section 2.2(1). Terms of office of the City of Johnstown Charter is hereby amended to remove reference to the Treasurer, and shall read in its entirety as follows:

(1) The term of office of the Mayor, Council member-at-large and Council members shall be four (4) years.

Article 7; Section 7.0. Appointed public officers of the City of Johnstown Charter is hereby amended to add reference to the City Treasurer and Deputy City Treasurer, and shall read in its entirety as follows:

(1) The appointed officers of the City shall be a City Clerk, a Deputy City Clerk, a City Attorney, a City Engineer, a Deputy City Engineer, a City Treasurer, a Deputy City Treasurer, an Assessor, Assistant City Court Judge, members of boards, commissions and committees, and so many Commissioners of Deeds as the Common Council may by resolution establish and such other appointed officers and deputies as may be provided herein.

(2) The Deputy City Clerk, Deputy City Engineer, Deputy City Treasurer and all other deputies hereafter created, shall possess the powers and perform the duties of their respective department head and act in their place during the absence or inability to act or during an unfilled vacancy in the office.

(4) Except as otherwise provided by state law or by this Charter, the appointed public officers of the City shall be appointed by the Mayor subject to the confirmation of the Common Council. The Deputy City Clerk, Deputy City Engineer and Deputy City Treasurer shall be appointed by the Mayor upon the recommendation of the Department head. Members of all committees, commissions and boards shall be appointed by the Mayor, except as otherwise provided by state law or by this Charter.

Article 7; Section 7.1 (1). Terms of office of appointed public officers of the City of Johnstown Charter is hereby amended to add reference to the City Treasurer and Deputy City Treasurer, and shall read in its entirety as follows:

(1) The term of office of the City Clerk, Deputy City Clerk, City Attorney, City Engineer, Deputy City Engineer, City Treasurer and Deputy City Treasurer, shall be four (4) years. The term of office of the City Assessor shall be as provided in the Real Property Tax Law. The term of office of the Assistant City Court Judge shall be as provided in the Uniform City Court Act.

Article 7; Section 7.2 (1)(a) Eligibility for appointed office of the City of Johnstown Charter is hereby amended to add reference to the City Treasurer and Deputy City Treasurer and shall read in its entirety as follows:

(a) City Assessor, City Attorney, City Clerk, Deputy City Clerk, City Engineer, Deputy City Engineer, City Internal Control Officer, City Treasurer and Deputy City Treasurer. The Assistant City Court Judge shall possess the qualifications required in the Uniform City Court Act.



July 21, 2025

Local Law #3, 2025

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

**ADOPT LOCAL LAW #3, 2025 –
ADMINISTRATION AND ENFORCEMENT OF THE NEW YORK STATE UNIFORM FIRE
PREVENTION AND BUILDING CODE AND THE STATE ENERGY CONSERVATION
CONSTRUCTION CODE IN THE CITY OF JOHNSTOWN**

WHEREAS, a Public Hearing was held for all interested parties to be heard on Monday, July 21, 2025 adopt the Administration and Enforcement of The New York State Uniform Fire Prevention and Building Code and The State Energy Conservation Construction Code in The City of Johnstown, attached hereto as Schedule “A”.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Johnstown hereby adopts Local Law No. 3 of 2025, being “A Local Law to adopt the Administration and Enforcement of The New York State Uniform Fire Prevention and Building Code and The State Energy Conservation Construction Code in The City of Johnstown”; and be it further

RESOLVED, that the City Attorney is hereby directed to file said Local Law with the New York State Department of State.

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

LOCAL LAW #3, 2025

ADMINISTRATION AND ENFORCEMENT OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE AND THE STATE ENERGY CONSERVATION CONSTRUCTION CODE IN THE CITY OF JOHNSTOWN

BE IT ENACTED by the Common Council of the City of Johnstown, New York, as follows:

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the City of Johnstown. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law.

Except as otherwise provided in the Uniform Code, the Energy Code other state law, or other section of this local law, all buildings, structures, and premises, regardless of user occupancy, are subject to the provisions this local law.

SECTION 2. DEFINITIONS

In this local law, the following terms shall have the meanings shown in this section:

“Assembly Area” shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

“Building Permit” shall mean a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term “Building Permit” shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Certificate of Compliance” shall mean a document issued by the City of Johnstown stating that work was done in compliance with approved construction documents and the Codes.

“Certificate of Occupancy” shall mean a document issued by the City of Johnstown certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the City of Johnstown, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

“City” shall mean the City of Johnstown

“Code Enforcement Officer” shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

“Code Enforcement Personnel” shall include the Code Enforcement Officer and all Inspectors.

“Codes” shall mean the Uniform Code and Energy Code.

“Energy Code” shall mean the New York State Energy Conservation Construction Code adopted pursuant to

Article 11 of the Energy Law.

“FCNYS” shall mean the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

“Fire Safety and Property Maintenance Inspection” shall mean an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

“Hazardous Production Materials” shall mean a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

“Inspector” shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

“Mobile Food Preparation Vehicles” shall mean vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

“Operating Permit” shall mean a permit issued pursuant to section 10 of this local law. The term “Operating Permit” shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Order to Remedy” shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 17 of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“PMCNYS” shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

“RCNYS” shall mean the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

“Repair” shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Sugarhouse” shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

“Temporary Certificate of Occupancy” shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, Subchapter A of

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

- A. The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The Code Enforcement Officer shall have the following powers and duties:
1. to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;
 2. upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;
 3. to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;
 4. to issue Stop Work Orders;
 5. to review and investigate complaints;
 6. to issue orders pursuant to subdivision (a) of section 17 (Violations) of this local law;
 7. to maintain records;
 8. to collect fees as set by the Common Council of this City of Johnstown;
 9. to pursue administrative enforcement actions and proceedings;
 10. in consultation with this City's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the
 11. Energy Code, and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law; and
 12. to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.
- B. The Code Enforcement Officer shall be appointed by the Mayor. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

- C. In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Mayor to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.
- D. One or more Inspectors may be appointed by the Mayor to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- E. The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Common Council of this City of Johnstown.

SECTION 4. BUILDING PERMITS

- A. **Building Permits Required.** Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the City of Johnstown.
- B. **Exemptions.** No Building Permit shall be required for work in any of the following categories:
 - 1. construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;
 - 2. construction of temporary sets and scenery associated with motion picture, television, and theater uses;
 - 3. installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
 - 4. installation of partitions or movable cases less than 5'-9" in height;
 - 5. painting, wallpapering, tiling, carpeting, or other similar finish work;
 - 6. installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
 - 7. replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
 - 8. repairs, provided that the work does not have an impact on fire and life safety, such as
 - i. any part of the structural system;

- ii. the required means of egress; or
- iii. the fire protection system or the removal from service of any part of the fire protection system for any period of time.

C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

SECTION 5. CONSTRUCTION INSPECTIONS

- A. Accessibility of Work: Work must remain exposed until approved by the Code Enforcement Officer or authorized Inspector.
- B. Required Inspections: Includes inspections at multiple construction phases—foundation, framing, systems (electrical, plumbing, mechanical), fire safety features, energy code compliance, and final inspection.
- C. Remote Inspections: Allowed at the discretion of the Code Enforcement Officer, but must provide equivalent reliability to in-person inspections.
- D. Inspection Results: If work fails inspection, it must remain accessible until corrected and re-approved.
- E. Fees: Inspection fees must be paid as outlined in Section 18.

SECTION 6. STOP WORK ORDERS

- A. Authority: The Code Enforcement Officer can issue Stop Work Orders for code violations, unsafe practices, or lack of valid permits.
- B. Order Content: Must be in writing, dated, signed, state the reason, and specify what must be done to resume work.
- C. Service: Served to the property owner and/or Permit Holder; optionally others involved in the work.
- D. Effect: All work must immediately stop, except work needed to correct the violation.
- E. Not Exclusive: Other legal remedies and penalties remain available in addition to the Stop Work Order.

SECTION 7. CERTIFICATES OF OCCUPANCY AND COMPLIANCE

- A. Requirement: Necessary for all completed work requiring a Building Permit and any change in building use/occupancy.
- B. Issuance Criteria: Based on compliance with the Uniform and Energy Codes. May require supporting documentation such as test results and certifications.
- C. Certificate Content: Must include details like permit number, property info, classification, occupancy load, special conditions, and date/signature of issuance.

- D. Temporary Certificates: May be granted if safety requirements are met. Valid up to 6 months and contingent on ongoing compliance efforts.
- E. Revocation/Suspension: Certificates may be revoked if issued in error or based on incorrect info.
- F. Fees: Must be paid upon application as detailed in Section 18.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing firefighting services for a property within the City of Johnstown shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

SECTION 9. UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER

Unsafe buildings, structures, and equipment and conditions of imminent danger in this City of Johnstown shall be identified and addressed in accordance with the following procedures Local Law #1, 2025; Section 160-10 Removal of dangerous buildings or structures.

SECTION 10. OPERATING PERMITS.

- A. Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:
 - 1. manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;
 - 2. buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:
 - i. Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;
 - ii. Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;
 - iii. Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;
 - iv. Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
 - v. Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
 - vi. Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
 - vii. Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;
 - viii. Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations

where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

- ix. Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;
 - x. Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;
 - xi. Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;
 - xii. Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and
 - xiii. Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements established by Local Law Number [] of [], as now in effect or as hereafter amended from time to time.
3. energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.
 4. buildings containing one or more assembly areas;
 5. outdoor events where the planned attendance exceeds 1,000 persons;
 6. facilities that store, handle or use hazardous production materials;
 7. parking garages as defined in subdivision (a) of section 13 of this local law;
 8. buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Common Council of this City of Johnstown; and
 9. other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Common Council of this City of Johnstown.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

- C. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.
- D. This subdivision is intentionally omitted.
- E. Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer

shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the City of Johnstown sufficient information to decide, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.

- F. Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.
- G. Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:
 - 1. 180 days for tents, special event structures, and other membrane structures;
 - 2. 60 days for alternative activities at a sugarhouse;
 - i. three (3) years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and
 - ii. one (1) year for all other activities, structures, and operations identified in subdivision (a) of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

- H. Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.
- I. Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

- A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:
 - 1. at least once every twelve (12) months for buildings which contain an assembly area;

2. at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
 3. at least once every thirty-six (36) months for multiple dwellings and all nonresidential occupancies.
- B. Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer, or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- C. Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:
1. the request of the owner of the property to be inspected or an authorized agent of such owner;
 2. receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
 3. receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

- D. OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York Department of State or other authorized entity under Executive Law section 156-e and Education Law section 807-b.

Notwithstanding any other provision of this section to the contrary, the Code Enforcement Officer may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

1. the Code Enforcement Officer is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);
2. the Code Enforcement Officer is satisfied that such inspection covers all elements required to be

covered by a fire safety and property maintenance inspection;

3. such inspections are performed no less frequently than once a year;
4. a true and complete copy of the report of each such inspection is provided to the Code Enforcement Officer; and
5. upon receipt of each such report, the Code Enforcement Officer takes the appropriate action prescribed by section 17 (Violations) of this local law.]

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, Ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code.

The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- A. performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- B. if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this local law;
- C. if appropriate, issuing a Stop Work Order;
- D. if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. CONDITION ASSESSMENTS OF PARKING GARAGES.

A. Definitions. For the purposes of this section:

1. the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
2. the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

3. the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:
 - i. buildings in which the only level used for parking or storage of motor vehicles is on grade;
 - ii. an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
 - iii. a townhouse unit with attached parking exclusively for such unit;
4. the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
5. the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
6. the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
7. the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the City of Johnstown, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

1. Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.
2. Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

- i. if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
- ii. if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
- iii. if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

3. Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to six (6) months after the effective date of this local law.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

E. Additional Condition Assessments.

1. If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
2. If the City of Johnstown becomes aware of any new or increased deterioration which, in the judgment of the City of Johnstown, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the City of Johnstown to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the City of Johnstown within the City of Johnstown. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

1. an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
2. an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
3. an evaluation and description of the unsafe conditions;
4. an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

5. an evaluation and description of the corrective options available, including therecommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
6. an evaluation and description of the risks associated with not addressing thedeterioration, conditions that cause deterioration, and unsafe conditions;
7. the responsible professional engineer’s recommendation regarding preventativemaintenance;
8. except in the case of the report of the initial condition assessment, the responsibleprofessional engineer’s attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
9. the responsible professional engineer’s recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, theresponsible professional engineer shall consider the parking garage’s age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

G. Review Condition Assessment Reports. The City of Johnstown shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, butnot by way of limitation, the City of Johnstown shall, by Order to Remedy or such other means of enforcement as the City of Johnstown may deem appropriate, require the owner or operator of the parking garage to repair or otherwisere medy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the City of Johnstown to take any other enforcement action, including but not limited to suspension or revocation of a parking garage’s operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

H. The City of Johnstown shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the City of Johnstown with a written statement attesting to the fact that he or she has been so engaged, the City of Johnstown shall make the previously preparedcondition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The City of Johnstown shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

I. This section shall not limit or impair the right or the obligation of the City of Johnstown:

1. to perform such construction inspections as are required by section 5 (ConstructionInspections) of this local law;

2. to perform such periodic fire safety and property maintenance inspections as are required by section 11 (Fire Safety and Property Maintenance Inspections) of this local law; and/or
3. to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the City of Johnstown by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

SECTION 14. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

- A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this City of Johnstown as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:
1. design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
 2. heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
 3. flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
 - i. the accompanying Flood Insurance Rate Map (FIRM);
 - ii. Flood Boundary and Floodway Map (FBFM); and
 - iii. related supporting data along with any revisions thereto.
- B. The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

SECTION 15. RECORD KEEPING.

- A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:
1. all applications received, reviewed and approved or denied;
 2. all plans, specifications and construction documents approved;
 3. all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

4. all inspections and tests performed;
5. all statements and reports issued;
6. all complaints received;
7. all investigations conducted;
8. all condition assessment reports received;
9. all fees charged and collected; and
10. all other features and activities specified in or contemplated by sections 4 through 14, inclusive, of this local law.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 16. PROGRAM REVIEW AND REPORTING

- A. The Code Enforcement Officer shall annually submit to Common Council of this City of Johnstown a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.
- B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this City of Johnstown, on a form prescribed by the Secretary of State, a report of the activities of this City of Johnstown relative to administration and enforcement of the Uniform Code.
- C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this City of Johnstown is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

SECTION 17: VIOLATIONS

- A. Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

B. Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Penalties. In addition to such other penalties as may be prescribed by State law,

1. any Person who violates any provision of this local law or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be punishable by a fine of not more than (as per NYS Fire and Prevention and Building Code) \$1,000 per day, per violation, or imprisonment not exceeding one (1) year, or both; and
2. any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to pay a civil penalty of not more than \$1,000 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this City of Johnstown.

D. Injunctive Relief. An action or proceeding may be instituted in the name of this City of Johnstown, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation,

where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this City of Johnstown, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Common Council of this City of Johnstown.

- E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 18: FEES

A fee schedule shall be established by resolution of the Common Council of the City of Johnstown. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 19. INTERMUNICIPAL AGREEMENTS

The Common Council of this City of Johnstown may, by resolution, authorize the Mayor of the City of Johnstown to enter into an agreement, in the name of the City of Johnstown, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 20. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 21. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.



July 21, 2025

Resolution No. 57, 2025

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

AUTHORIZING THE SUBMISSION OF A 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

WHEREAS, the City of Johnstown recognizes the continued need for affordable senior housing and the importance of investing in public infrastructure to serve its residents; and

WHEREAS, a duly advertised Public Hearing was held on Monday, July 21, 2025 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, to provide information on the Community Development Block Grant (CDBG) program, discuss potential projects, and solicit public input on the submission of one or more applications for the 2025 program year; and

WHEREAS, said Public Hearing provided an opportunity for all interested parties to comment on the community's housing, infrastructure, and economic development needs, and no objections were raised regarding the City's intent to apply for funding; and

WHEREAS, the City of Johnstown intends to submit an application to the New York State Office of Community Renewal (OCR) for funding under the 2025 CDBG Public Infrastructure Program in the amount of \$1,500,000 to support infrastructure improvements, including but not limited to, water development, storage, distribution, sanitary sewage collection and treatment, flood control and stormwater drainage, municipal utilities, public sidewalks, trails, bridges, streets, parking, and open space, as well as related planning, legal, labor, and environmental review activities; and

WHEREAS, the proposed project will principally benefit low- and moderate-income persons in accordance with CDBG program requirements and will support the City's goals of improving public infrastructure and advancing quality of life for residents;

NOW, THEREFORE BE IT,

RESOLVED, that the Common Council of the City of Johnstown hereby authorizes the Mayor to apply for funding under the 2025 CDBG Public Infrastructure Program and to execute all necessary documents and agreements associated with the grant application and potential award, including environmental reviews, certifications, and assurances as required by the program guidelines.

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



July 21, 2025

Resolution No. 58, 2025

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

ACCEPT THE BID OF EVOLUTION CONSTRUCTION SERVICES IN THE AMOUNT OF \$1,279,138.35 FOR THE RESURFACING OF CERTAIN CITY STREETS

WHEREAS, sealed written bids for the resurfacing of certain city streets and ADA sidewalks were opened on July 15, 2025; and

WHEREAS, the following bids were received for street resurfacing and ADA sidewalks, attached hereto; and

WHEREAS, the maximum total amount to be expended for the resurfacing program, streets and sidewalks, shall be \$1,661,006.66; and

NOW, THEREFORE, BE IT

RESOLVED, that the City hereby accepts the bid of Evolution Construction Services in the amount of \$1,279,138.35; and be it further

RESOLVED, that the Mayor is hereby authorized to execute a Unit Price Contract with Evolution Construction Services for the resurfacing of certain city streets.

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

2025 Street Resurfacing Bid Opening

Tuesday, July 15th @ 11:00 a.m.

BIDDER	AMOUNT	NOTES
Evolution	1,279,138 ³⁵	
Empire	1,411,163 ⁰³	
Kubrickay	1,472,939 ⁷³	
Heidelberg	1,432,371 ¹⁰	
New Castle	1,293,499 ⁸⁰	
Callanan	1,360,867 ⁵⁰	



July 21, 2025

Resolution No. 59, 2025

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

AUTHORIZE AN AGREEMENT WITH BROWN & BROWN OF NEW YORK, INC. TO ACT AS THE ADMINISTRATOR FOR COBRA AND / OR RETIREE BILLING SERVICES

WHEREAS, the City of Johnstown has previously contracted with Brown & Brown of New York, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs; and

WHEREAS, the City is able to realize significant cost savings by contracting for services provided by Brown & Brown of New York, Inc.

NOW, THEREFORE BE IT,

RESOLVED, the Mayor is hereby authorized and directed to execute a Service Agreement, a copy of which is annexed hereto, with Brown & Brown of New York, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs for a term commencing January 1, 2025 and ending December 31, 2025.

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

AGREEMENT FOR ADMINISTRATIVE SERVICES

FLEXIBLE BENEFIT PLAN

Brown & Brown Insurance Services, Inc. (hereafter referred to as “BBA”) agrees to provide to the Group Sponsor, **CITY OF JOHNSTOWN** (hereafter referred to as “Client”) the following services subject to all terms of this agreement and payment of the fees as described herein.

I. DEFINITIONS

AGREEMENT - This agreement to provide administrative services.

PLAN – The benefit plan Client has established to provide cafeteria plan benefits to Participants, as defined below, a copy of which is attached to this Agreement.

PLAN YEAR – The date upon which the plan begins and ends.

Initial Plan Year **January 1, 2025** to **December 31, 2025**
Subsequent Plan Years **1/1** to **12/31**

MONTHLY SERVICE CHARGE (“MSC”) – **\$4.00** per month per Participant, paid quarterly in arrears, as defined below.

PARTICIPANTS – Employees who participate in the benefits offered under the Plan.

IRC - Internal Revenue Code of 1986, as amended, or any successor statute of like effect.

II. OUR SERVICES

Client hereby retains BBA to provide the following services in connection with the operation of the Plan:

- a. **Plan Documents**: BBA will provide to Client a prototype Plan Document and Summary Plan Description (SPD) for review by Client’s legal and tax counsel.
- b. **Form Design**: BBA will provide Client with enrollment forms, and administrative forms and documents, claims payment instruments, and all other reporting and informational forms and materials necessary to process claims and to communicate with Client’s eligible employees in connection with the plan.
- c. **Participant Meetings**: BBA will conduct group communication meetings for all employees and distribute information packages.

- d. Reimbursement Vouchers: BBA will furnish the Client with reimbursement vouchers to facilitate the timely processing of participating employee reimbursements and with any other claim forms necessary to obtain proof of claims from Plan Participants.
- e. Respond to Participant Inquiries: BBA will respond to all inquiries from Participants regarding Plan operation, qualifying expenses, account reimbursements and balances unless Client specifies otherwise. BBA will inform Client about all such inquiries and responses, in such manner as is mutually acceptable to BBA and Client.
- f. Maintain Participant Accounts: BBA will (i) maintain such Participant accounts as may be necessary for the processing of reimbursement checks; (ii) provide Participants with account balance information with each reimbursement check; (iii) provide the employer with calendar year quarterly reports for distribution to employees; and (iv) administer claims (subject to Client's prompt payment of salary reductions).
- g. End of Plan Year Notification: BBA will contact Plan Participants in the final months of the Plan Year and during the grace period and make a best efforts attempt to notify appropriate Participants and Client of any reimbursement accounts which appear in danger of not having sufficient reimbursements and are likely to have funds forfeited by the participant.
- h. Year End Accounting: BBA will provide Client with a year end accounting of all Participant accounts, including a summary of claims paid and account balances, and forward any excess amounts to Client as prescribed by law.
- i. Quarterly Billing: BBA will submit to Client a bill for the MSC on a quarterly basis.
- j. Document Retention: BBA will maintain original documents in their files for seven (7) years including: Plan documents, employee enrollment forms, reimbursement vouchers and submitted receipts. All of these documents will be made available to Client in the event of an audit. Client's right of access to Plan records survives the termination of this Agreement.
- k. Maintain Confidentiality: BBA will maintain all employee data in the strictest of confidence and release this data or any derivations thereof only to Client's designated representative who shall be **Sue Conine**. BBA's confidentiality obligation survives the termination of this Agreement.

III. CLIENT RESPONSIBILITIES

- a. Payment for Services; Client agrees to pay the MSC. The MSC shall be computed by multiplying the MSC that is listed in Section I by the number of Participants covered by the Plan as of the first day of each calendar month commencing on the effective date for this Agreement. Invoicing will be quarterly in arrears and payment is to be received no later than 14 days thereafter. The MSC shall remain in effect during the term of this Agreement.
- b. Plan Documents: Client will have the prototype Plan Document and Summary Plan Description (SPD) reviewed by Client's legal and tax counsel and will take such action as necessary to adopt and implement the Plan.
- c. Prompt Payment of Salary Reductions: Client agrees to ensure the reasonably expeditious payment of salary reductions to BBA to facilitate the prompt payment of employee reimbursement requests. If such payments are not made in full on a timely basis, BBA reserves the right (after notification of Client's designated representative in writing) to advise Participants that such deposits have not been made by Client.
- d. Information: Client agrees to supply to BBA accurate employer, Plan and employee data as required by IRC section 125 in a format that is mutually satisfactory to both BBA and Client. BBA shall rely on data provided by Client and is not required to verify the accuracy of such data. Also, Client will provide such information on an ongoing basis for new hires and terminations in a manner that is mutually acceptable to BBA and Client.
- e. Conference Room: Client agrees to provide a conference room or other suitable site for group meetings and schedule for all employees to attend one of the scheduled meetings agreed to by BBA and Client.
- f. Private Meeting Area: Client agrees to provide a private area where employees may be enrolled and have their personal information discussed without fear of having their privacy infringed and ensure that all employees are available to attend such a private enrollment session agreed to by BBA and Client.
- g. Payroll System: Client agrees to ensure that Client's payroll system can accept salary reductions for cafeteria plans.
- h. Variations in Enrollment Data: Client agrees to provide to BBA a detailed account of any variations between anticipated enrollment amounts and amounts actually paid by Client in such a manner that is mutually acceptable to both BBA and Client. An employee is generally committed, by law, to a Salary Reduction Agreement for the entire Plan Year. Amounts not withheld for one pay period generally must be made up the following pay period. It is

the responsibility of Client's payroll department to ensure proper withholding.

IV. ADVANCE PAYMENT FUND

- a. Advance Payment: On or before the fifteenth day of the first month, Client shall pay to BBA an advance payment equal to fifteen percent (15%) of the aggregate Individual Election Amount for all Participants at the beginning of the Plan Year (the "Advance Payment"). BBA shall deposit such sum into the Advance Payment Fund (as defined in paragraph b. below). For purposes of this Agreement, the "Individual Election Amount" shall equal the maximum amount selected by all Participants for qualified payments under the Plan Documents via salary reduction. By way of example, if there are 4 Participants in Client's Plan and each Participant elects to have a maximum benefit of \$1,000, the Advance Payment for Client shall equal \$600 (i.e. $(\$1,000 \times 4)$ multiplied by .15).
- b. Advance Payment Fund: BBA shall deposit the Advance Payment into a reserve account established by BBA for Client's Plan. In the event payroll deductions for payments under Client's Plan are insufficient to satisfy current expenses payable from Client's Plan, BBA shall be permitted to utilize the Advance Payment Fund to satisfy such expenses.

V. RELATIONSHIP BETWEEN THE PARTIES

In providing services hereunder, BBA is not acting as legal counsel, tax practitioner or Plan Administrator. BBA has been retained by the Client to act as claims payor and to provide administrative services concerning the Plan. BBA does not exercise discretionary authority and acts only upon the instruction and information of Client. Client retains final authority and full responsibility for determining the Plan's compliance with IRC section 125 and with respect to determinations regarding the use of BBA's services. All forms, documents, schedules and pertinent material provided by BBA shall be subject to the review and approval of Client and shall not be provided to Client's employees without Client's written consent. BBA's duties and authority are strictly limited as described in this Agreement.

VI. INDEMNIFICATION

Client shall indemnify and hold harmless BBA from any and all claims, and the cost of defending against such claims (including reasonable attorneys fees and expenses of counsel selected by BBA), that are due to BBA's administration of the Plan, except for any liability due to BBA's negligence. In addition, Client shall promptly pay any assessments, fines, fees, taxes or penalties, which may be made against the Plan.

VII. TERM OF AGREEMENT

The Term of this Agreement shall be from **January 1, 2025 until December 31, 2025**, and may be renewed by the parties hereto for additional periods at a mutually agreed upon rate.

VIII. TERMINATION OF AGREEMENT

This agreement terminates immediately upon receipt of broker of record change. Otherwise the following termination stipulations are in place:

- a. Who Can Terminate: Either party may terminate this Agreement by giving at least sixty (60) days written notice of their intent to do so. The sixty-day shall begin to run upon deposit of the notice to a postal facility.
- b. Return of Funds: Upon termination, BBA will return all funds held by BBA in the Participant's accounts to Client and any balance in Advance Payment Fund; all only after payment of any claims submitted in accordance with the Plan Documents prior to the effective date of termination.
- c. Automatic Termination: The Agreement will be automatically terminated as of the date that the Plan is discontinued or materially changed, as determined by us, without first receiving our written consent.
- d. Termination Stipulations: In the event of termination, both parties shall agree:
 1. Client shall pay BBA any outstanding charges within thirty days of Client's receipt of BBA's bill.
 2. BBA will transfer claim-processing data in its possession to Client or, upon Client's request, to a successor claims provider.
 3. BBA will have no further obligation to process claims after this Agreement terminates; except for those claims, which arose during the time of this agreement.

IX. GENERAL PROVISIONS

- a. Governing Law: This Agreement is governed by the laws of the state of New York, without regard to its conflicts of laws provisions.
- b. Waiver: Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- c. Enforceability: If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.
- d. Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. This agreement may be amended only by an instrument in writing signed by the parties to this Agreement. This Agreement supercedes all prior or contemporaneous negotiations, discussions, agreements, or representations among the parties with respect to its subject matter.
- e. Notices: Any notice to be provided under this Agreement by one party to the other shall be sent return receipt requested, shall be effective upon receipt, and shall be sent to: (a) Brown & Brown Insurance Services, Inc. , Six Tower Place, Albany, New York 12203, and (b) the Client at **33-41 East Main Street, Johnstown, NY 12095**

In witness whereof, the parties have executed this Agreement on the _____ Day of _____, 2024.

Brown & Brown Insurance Services, Inc.

CITY OF JOHNSTOWN

By _____

By _____

Title _____

Title _____



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:

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

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:	\$12,695,000.00	\$12,695,000.00		

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



Resolution No. 61, 2025

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

**ACCEPT OFFER FOR CITY OWNED PROPERTY
LOCATED AT 102 OAKWOOD AVENUE**

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

STREET	ACREAGE	PARCEL ID #
102 Oakwood Avenue	.11	162.16-13-27

; and

WHEREAS, the City received an offer from Cynthia Nellis 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 Cynthia Nellis with the stipulation that should a structure be placed on 102 Oakwood Avenue parcels 162.16-13-27 (102 Oakwood Avenue) & 162.16-13-28 (104 Oakwood Avenue) will need to be combined to create one parcel.

NOW, THEREFORE, BE IT

RESOLVED, that Cynthia Nellis 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 Cynthia Nellis.

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>			



SBL #	PROPERTY LOCATION
162.16-13-27	102 oakwood Ave

PROPERTY PROPOSAL FORM

PROPERTY OF INTEREST	
Address: 102 oakwood Ave	SBL# (if known): 162.16-13-27
Amount of Offer: \$1000.00	

APPLICANT(S) INFORMATION	
Name: Cynthia Nellis	Name:
Business Name:	
Address: 73 maple Ave Canajoharie NY 13317	
Phone: (518) 775-7020	Email:
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)	
104 oakwood Ave	

PROPOSED OWNER, IF DIFFERENT THAN ABOVE	
Name:	Name:
Business Name:	
Address:	
Phone: ()	Email:

INTENDED USE
<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Business <input checked="" type="checkbox"/> Other: <u>Lawn for 104 oakwood Ave</u>
Is demolition planned of any structure on property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, explain: <u>remove condemned mobile home</u>

SBL #	PROPERTY LOCATION
142-16-13-27	102 oakwood Ave

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.

Removal of mobile home lot will be used as a lawn

I own the property next door my mother in law lives there and she cares for my children. This will enhance my property and get rid of abandoned trailer

Estimated Total Costs: \$ 2000⁰⁰

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.

Jim Burk removes mobile homes he will be contacted

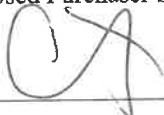
A recommendation to accept proposed offer will be made by the Common Council based on the following criteria:

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: 6/16/15



DATED: / /



Property Description Report For: 102 Oakwood Ave, Municipality of City of Johnstown



Status: Active
Roll Section: Taxable
Swis: 170800
Tax Map ID #: 162.16-13-27
Property Class: 270 - Mfg housing
Site: RES 1
In Ag. District: No
Site Property Class: 270 - Mfg housing
Zoning Code: 06
Neighborhood Code: 78200 - Ward 2
School District: Johnstown
Total Assessment: 2025 - \$10,100
 2024 - \$10,100

Total Acreage/Size: 0.11
Land Assessment: 2025 - \$8,300
 2024 - \$8,300
Full Market Value: 2025 - \$16,290
 2024 - \$14,638
Equalization Rate: ----
Deed Book: 2024
Grid East: 528247

Property Desc:
Deed Page: 85618
Grid North: 1523860

Area

Living Area:	0 sq. ft.	First Story Area:	0 sq. ft.
Second Story Area:	0 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	0	Bathrooms (Full - Half):	0 - 0
Bedrooms:	0	Kitchens:	0
Fireplaces:	0	Basement Type:	0
Porch Type:	0	Porch Area:	0.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	0	Overall Grade:	
Year Built:			

Owners

City of Johnstown
 P.O. Box 160
 Johnstown NY 12095



July 21, 2025

Resolution No. 62, 2025

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

APPOINT A FAIR HOUSING OFFICER FOR THE CITY OF JOHNSTOWN

WHEREAS, the City of Johnstown is the recipient of federal grant funds through the U.S. Department of Housing and Urban Development through the Community Development Block Grant (CDBG) program; and

WHEREAS, it is a requirement of the CDBG program that the City appoint a Fair Housing Officer.

NOW, THEREFORE, BE IT

RESOLVED, that Larry O'Regan, Fire Chief, is hereby appointed as Fair Housing Officer for the City of Johnstown.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member 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