



Ordinance 4, 2025

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

**AMEND THE CITY OF JOHNSTOWN CODE OF
ORDINANCES CHAPTER 294, ARTICLE II: PUBLIC PARKING LOTS**

WHEREAS, the Common Council wishes to amend the City of Johnstown Code of Ordinances Chapter 294, Article II: Public Parking Lots, attached hereto; and

WHEREAS, a Public Hearing was held on October 20, 2025 so all interested parties may be heard concerning said amendments to the Zoning Ordinance; and

WHEREAS, the yearly fee for Temporary Winter Parking Permits is established at \$25.00 per vehicle/lot for the 2025–2026 winter season.

NOW, THEREFORE BE IT,

ORDAINED; that the proposed zoning changes of the City of Johnstown Code of Ordinances shall take effect immediately upon its adoption.

Seconded by Council Member

I, the undersigned, attest that the foregoing Ordinance 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

Chapter 294

Article II. Public Parking Lots

§ 294-64. Public parking lots deemed public places.

All public parking lots shall be deemed public places, and all laws of the state and ordinances of the City relating to public places shall apply thereto.

§ 294-65. Public parking lots designated.

The following City-owned parking lots are hereby designated as public parking lots for purposes of this Article:

1. North William Street Lot: City-owned lots with two entrances on North William Street between West Main Street and Church Street.
2. South Market Street Lot: City-owned lot with entrance from South Perry Street opposite Hoosac Street, and three entrances/exits on South Market Street. No parking shall be permitted against the guardrail.
3. City Hall Lot: City-owned lot located adjacent to City Hall, 33–41 East Main Street.
4. North Perry Street Lot: City-owned lot with a parking entrance between 3 and 11 N. Perry Street.
5. South Perry Street Lot: City-owned lot located at 17 S. Perry Street.
6. West Montgomery Street Lot: Parking restricted to residents of the multi-unit property at 322 West Montgomery Street.
7. Senior Center Lot: Parking closest to the building shall be reserved for senior patrons; all other parking shall be to the rear of the lot.

§ 294-66. Entrances and exits.

- A. **Use.** All motor vehicles entering or leaving a City-owned public parking lot shall do so only by the designated entrances and exits. Vehicles shall come to a full stop at such entrances and exits before crossing the sidewalk or entering a City street.
- B. **Designation.** The Chief of Police is authorized and directed to erect and maintain official signs and traffic-control devices to indicate entrances and exits and to require full stops where appropriate.

§ 294-67. Designation of parking spaces.

- A. The Department of Public Works shall cause public parking lots to be marked with painted lines, signs, curbs, or rails to indicate the manner in which vehicles shall be parked. Vehicles shall be parked only within such designated spaces.
- B. Any vehicle parked outside of designated spaces, obstructing traffic lanes, or otherwise parked contrary to markings shall be subject to ticketing and/or towing at the owner's expense.

§ 294-68. Time limit for parking.

- A. **Twenty-four-hour limit.** No vehicle shall be parked or allowed to remain within a City public parking lot for more than 24 consecutive hours, except as otherwise provided in § 294-73.
- B. **Storage charges.** Any vehicle parked in excess of 24 consecutive hours shall be deemed illegally parked and shall be subject to a storage charge of \$5 per day or any portion thereof. The City shall be authorized to enforce a storage lien and dispose of such vehicle pursuant to New York Lien Law § 184.

§ 294-69. Parking time limit for designated lot.

Parking shall be limited to two hours between 9:00 a.m. and 6:00 p.m., Monday through Saturday, excluding Sundays and legal holidays, in the Sir William Johnson Park – North William Street Parking Lot described in § 294-65.

§ 294-70. Limitation on length of vehicles.

No vehicle or combination of vehicles exceeding 20 feet in overall length shall be parked in any public parking lot.

§ 294-71. Overnight parking prohibited during winter months.

From December 1 through April 1, parking shall be prohibited in all public parking lots between the hours of 12:00 midnight and 6:00 a.m., except as provided in § 294-73.

§ 294-72. Violations and penalties.

- A. **Notice of violation.** If any vehicle is parked in violation of this Article, a notice of violation shall be issued by a police officer or parking enforcement official and either handed to the operator or occupant or affixed to the vehicle.
- B. **Fines.** The owner or operator of the vehicle may, within 30 days of issuance of the notice, pay to the City of Johnstown the sum of \$15, except that violations of handicapped parking regulations shall be \$50. If not paid within 30 days, fines shall increase to \$30 and \$60, respectively.
- C. **Enforcement.** Failure to pay after 30 days shall subject the owner or operator to additional penalties as provided in Chapter 1, General Provisions, Article II, § 1-23.
- D. **Towing and impoundment.** In the event a notice of violation remains unpaid for 30 days or more, or where a vehicle poses a hazard or obstructs snow removal, the Police Department is authorized to tow and impound such vehicle at the owner's expense or place a wheel lock device until all fines are paid. A \$25 charge shall apply for removal of a wheel lock device.
- E. **Third-party collections.** Any contracted collection agency shall have no authority to impose penalties under Chapter 1, General Provisions, Article II, § 1-23.

§ 294-73. Special winter parking permits.

- A. **Issuance of permits.** During the period from December 1 through April 1, parking in designated City lots during overnight hours shall be allowed only pursuant to a parking permit issued by the City Clerk.
- B. **Permit fee.**
 - 1. At a cost of which shall be set each year by the Common Council prior to the commencement of the fiscal year.
 - 2. Replacement Permits will be issued due to loss, damage or to transfer to a new vehicle for a fee of \$5.00 for each replacement permit requested.
- C. **Designation of permit lots.** The Common Council shall designate which City lots are available for permit parking.
- D. **Hours of use.** Permit parking shall be valid between 6:00 p.m. and 8:00 a.m. daily, subject to the terms and conditions set forth in this section.
- E. **Designated areas.** Permitted only in areas clearly posted with signage for overnight winter parking. Vehicles parked in violation shall be subject to ticketing and/or towing at the owner's expense.
- F. **Snow removal.** After snow removal of any portion of a parking lot, permit holders must move vehicles to cleared areas after 6:00 p.m. the same day.
- G. **Relocation on demand.** Permit holders must move vehicles at any time upon request by the Department of Public Works, Fire Department, or Police Department.
- H. **Non-transferability.** Permits shall not be transferable to any other person or vehicle.
- I. **First-come basis.** Spaces shall be available to permit holders on a first-come, first-served basis; no permit holder shall have exclusive rights to a specific space.
- J. **Indemnification.** Permit holders agree to indemnify and hold harmless the City for any injury or property damage sustained on the premises.
- K. **Waiver of claims.** Permit holders waive any right to bring claims against the City for vehicle damage, vandalism, loss of use, or other harm occurring while parked in the lot, including delays due to snow or ice removal.
- L. **Display of permit.** Permits must be displayed in the vehicle at all times while parked in the designated permit area.
- M. **Revocation.** Failure to comply with the provisions of this section may result in towing at the owner's expense and/or revocation of the permit.



October 20, 2025

Resolution No. 79, 2025

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

AUTHORIZE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 REGARDING THE TOWNSEND AVENUE / CAYADUTTA CREEK BRIDGE REPLACEMENT PROJECT

BE IT RESOLVED, that the Mayor be, and he is hereby authorized and directed, to execute Supplemental Agreement No. 2, a copy of which is annexed hereto, between the City of Johnstown and the New York State Department of Transportation. This Agreement will allow the City to be reimbursed, up to \$1,690,000.00, for the Design, Right of Way and Construction Phase of the Townsend Avenue / Cayadutta Creek Bridge Replacement Project.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LINDA A. LUBEY, P.E.
Regional Director

February 28, 2025

Mr. Chris Vose, PE
City Engineer,
City of Johnstown
City Hall, P.O. Box 160, 33 – 41
East Main Street
Johnstown, New York 12095

RE: Supplemental Agreement #2
PIN 2754.28.121, .221, .321
TOWNSEND AVE/CAYADUTTA CREEK
(BIN 2204370) BRIDGE REPLACEMENT
CITY OF JOHNSTOWN, FULTON
COUNTY

Dear Engineer Vose:

Enclosed is the Supplemental Agreement #2 for the above-referenced project.

The Supplemental Agreement #2 is necessary to identify the Federal and Local funding shares for the project and amend the Agreement to include additional ROW funding. The funding for this project will comprise of 80% Federal funds and 20% State funds. This project is not eligible for Marchiselli funding. When the Agreement becomes fully executed, the City of Johnstown can be reimbursed up to the following phase amounts: Design = \$225,000.00; ROW = \$49,000.00; Construction = \$1,416,000.00 in Federal/State funds as eligible expenditures are made per Schedule A of the Agreement. Please note that the total unrounded award of \$1,690,000.00 is capped, and any overages to this amount will be the sole responsibility of the Sponsor.

Please retain one original copy (including signatures) of the entire agreement for your project records. In addition, please remit two certified signed copies to my office for processing.

If you have any questions, please call me at (315)793-2453.

Sincerely,

I.J. Liszczyński
Project Coordinator, R2 Planning Group

IJL:mr
Enclosure

cc: Deborah Windecker, Regional Planning and Program Manager

Sponsor: **City of Johnstown**
PIN: **2754.28** BIN: **2204370**
Comptroller's Contract No. **D035861**
Supplemental Agreement No. **2**
Date Prepared: **2/27/2025** By: **jjj**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035861 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Johnstown (the Sponsor)

Acting by and through the **Mayor of City of Johnstown**

with its office at **City Hall PO Box 160, 33-41 East Main Street, Johnstown, New York 12095.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **Construction** which covers eligible costs incurred on/after **2/26/2025**
 - adding phase _____ which covers eligible costs incurred on/after / /
- increasing funding for a project phase(s)
- adding a pin extension
- change from Non-Marchiselli to Marchiselli
- deleting/reducing funding for a project phase(s)
- other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.

Amends a previously adopted Agreement by adding:

- Appendix B M/WBE/SDVOB.
- Retention Exhibit.
- Other: _____

Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Johnstown**
PIN: **2754.28** BIN: **2204370**
Comptroller's Contract No. **D035861**
Supplemental Agreement No. **2**
Date Prepared: **2/27/2025** By: **ijl**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **FULTON**

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.28**

OSC Contract #: <u>D035861</u>	Contract Start Date: <u>11/29/2017</u> (mm/dd/yyyy)	Contract End Date: <u>11/24/2026</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose:	<input type="checkbox"/> Original Standard Agreement	<input checked="" type="checkbox"/> Supplemental Schedule A No. 2
Agreement Type:	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Johnstown Other Municipality/Sponsor (if applicable):	
	<input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>	
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
Authorized Project Phase(s) to which this Schedule applies:	<input checked="" type="checkbox"/> PE/Design	<input checked="" type="checkbox"/> ROW Incidentals
	<input checked="" type="checkbox"/> ROW Acquisition	<input checked="" type="checkbox"/> Construction/CI/CS
Work Type: BR REPLACE	County (If different from Municipality): Fulton	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
Project Description: 2754.28 TOWNSEND AVE/CAYADUTTA CRK (BIN 2204370) CITY OF JOHNSTOWN, FULTON COUNTY		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.28.121	Current	Multiple (see FN)	\$225,000.00	\$180,000.00	\$45,000.00	\$0.00	\$0.00
	Old	Multiple (see FN)	\$225,000.00	\$180,000.00	\$45,000.00	\$0.00	\$0.00
2754.28.221	Current	Multiple (see FN)	\$49,000.00	\$39,200.00	\$9,800.00	\$0.00	\$0.00
	Old	Multiple (see FN)	\$34,000.00	\$27,200.00	\$6,800.00	\$0.00	\$0.00
2754.28.321	Current	Multiple (see FN)	\$1,416,000.00	\$1,132,800.00	\$283,200.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,690,000.00	\$1,352,000.00	\$338,000.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 2754.28

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,352,000.00	\$338,000.00	\$ 0.00	\$1,690,000.00
		Total FEDERAL Cost	\$1,352,000.00
		Total STATE Cost	\$338,000.00
SFS TOTAL CONTRACT AMOUNT			\$1,690,000.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>I. J. Liszczyński</u> Phone No: <u>315-793-2453</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- 2754.28.121 share fund sources: NHPP = \$180,000.00; Special State Funds = \$45,000.00
- 2754.28.221 share fund sources: NHPP = \$39,200.00; Special State Funds = \$9,800.00
- 2754.28.321 share fund sources: NHPP = \$1,132,800.00; Special State Funds = \$283,200.00
- Adding additional .221 funding into agreement.
- Adding new funding phase into agreement, .321
-
-
-
-
-
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/searchcertifieddirctory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



October 20, 2025

Resolution No. 80, 2025

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

ADVERTISE FOR PUBLIC HEARING; 2026 BUDGET

WHEREAS, the 2026 Tentative Budget for the City of Johnstown has been filed with the City Clerk; and

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

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized and directed to prepare a Notice of Public Hearing and to publish same in the Leader-Herald that a Public Hearing is set for Monday, November 17, 2025 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which time anyone interested or affected may be heard.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



October 20, 2025

Resolution No. 81, 2025

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

AUTHORIZE WATER CONNECTION AT 1725 ST. HWY. 67

WHEREAS, Kevin Van Nostrand, residing at 1725 St. Hwy. 67, in the Town of Johnstown, New York is desirous of obtaining water services from the City of Johnstown.

NOW, THEREFORE BE IT,

RESOLVED, that the that the Common Council hereby approves Mr. Van Nostrand’s request to connect to the existing water line for his property located at 1725 St. Hwy. 67, located in the Town of Johnstown; and be it further

RESOLVED, that any connection fees and/or charges assessed by the City of Johnstown be paid by Mr. Van Nostrand; and be it further

RESOLVED, that the Mr. Van Nostrand is to execute the standard service contract, attached hereto, with the City of Johnstown.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 82, 2025

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

2025 BUDGET TRANSFER

WHEREAS, the City Engineer is requesting budget transfers for the following:

- \$30,000.00 from the Engineer’s Equipment line; 5110.200 to the Engineer’s Salt line; 5182.412 to cover salt product through end of year; and
- \$25,000.00 from Bridges Professional Services line; A5120.430 to Engineer Professional Services line; A1440.430 to cover engineering costs associated with parks and demolition.

NOW, THEREFORE BE IT,

RESOLVED, the Common Council hereby approves that the City Engineer’s request for budget transfers totaling \$55,000.00.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 83, 2025

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

**AUTHORIZE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JOHNSTOWN
AND THE LOCAL CIVIL SERVICE EMPLOYEE ASSOCIATION (CSEA)**

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

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

WHEREAS, the Union has notified the City that the terms and conditions embodied in the Memorandum of Agreement, attached hereto as Schedule "A", have been ratified by the local CSEA.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute a Collective Bargaining Agreement, when same is fully drafted, which embodies the aforesaid terms and conditions and which continues previous terms not altered or amended by the negotiations recently concluded.

Seconded by Council Member:

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

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

AGREEMENT

by and between the

CITY OF JOHNSTOWN

and

CSEA, Local 1000 AFSCME,
. AFL-CIO

City of Johnstown Public Works Unit #6902-00
Fulton County Local 818

January 1, 2026 - December 31, 2029

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PREAMBLE

THIS AGREEMENT made this day of, BETWEEN THE CITY OF JOHNSTOWN (a Municipal Corporation located in the County of Fulton, New York), parties of the first part, hereinafter designated as 'EMPLOYER or CITY', and

The CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., AFSCME LOCAL 1000, AFL-CIO for the CITY OF JOHNSTOWN PUBLIC WORKS UNIT of the FULTON COUNTY LOCAL #818.

WITNESSETH

WHEREAS, the said JOHNSTOWN PUBLIC WORKS UNIT of the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, has heretofore been designated as the recognized negotiation representative for all street department and water department employees, of the City of Johnstown pursuant to Article 14 of the Civil Service Law, and

WHEREAS, the parties have negotiated terms of an employment contract and desire to reduce the same to writing.

NOW, THEREFORE, pursuant to Article 14 of the Civil Service Law, commonly known as the "Taylor Act", and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - REPRESENTATION AND RECOGNITION

It is agreed and the Employer recognizes the CSEA, Inc., as the bargaining agent for all Department of Public Works (Street Department and Water Department) employees, as detailed in Appendix A, Wage Statement, attached hereto and made a part hereof.

Section 1: This recognition shall continue for a period ending seven months prior to the expiration of this Contract pursuant to Section 208 of the Civil Service Law.

Section 2: The CSEA, Inc., shall have exclusive payroll deductions of membership dues and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation. The City shall deduct these membership dues and insurance premiums from the wages of those employees who sign authorization cards permitting such payroll deductions. Such sums shall be transmitted, at least monthly, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

Section 3: The Association will indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reasons of action taken or not taken by the City in the reliance upon dues deduction authorization cards furnished by the employees and/ or Association.

ARTICLE 2 - TERM

The term of this Contract shall be for a period of four (4) years, commencing January 1, 2026, and ending December 31, 2029.

ARTICLE 3 - SALARIES

The salaries of the employees of the Public Works Unit are hereby set as shown in Appendix A which is annexed hereto and made a part hereof to become effective January 1, 2024, and 2025 respectively. See attached wage scale.

Employees shall be required to utilize Direct Deposit.

Section 1: Longevity

Employees in this bargaining unit shall additionally receive longevity payments in accordance with the following schedule:

Effective:

Service	1/1/2026	1/1/2027	1/1/2028	1/1/2029
3 years	3150	3250	3350	3450
5 years	3350	3450	3550	3650
8 years	3450	3550	3650	3750
12 years	3550	3650	3750	3850
16 years	3650	3750	3850	3950
20 years	3750	3850	3950	4050
23 years	3900	4000	4100	4200

In computing continuous service, any part of a year shall continue the first year and thereafter, computations. Longevity payment shall be made on the employee's anniversary date or the second pay period in June of each year for which the longevity increments shall continue at the current rates until they may be changed by negotiations.

Probationary or provisional service, which, thereafter, becomes a permanent appointment, shall count towards continuous service.

Section 2: Out-of-Title Work

Employees assigned to work in a higher-paying title shall be granted the higher rate of pay for the duration of such assignment after working in the position for a minimum of two (2) hours. Must be qualified and approved.

ARTICLE 4 - RETIREMENT

Section 1:

All eligible employees of this bargaining unit shall be granted the provisions of the New York State Employees Retirement Plan commonly referred to as "Plan 75i". All other employees shall continue enrollment in the existing Retirement Plan in effect.

Section 2:

The City agrees to provide to all employees of this bargaining unit the provisions of what is commonly referred to as "Section 41 J" as it relates to the application of up to 165 days of unused, accumulated sick leave for additional retirement credit. Any bargaining unit member who has accumulated more than 165 days of unused sick leave at the time of retirement shall be entitled to a cash payout for the remaining sick leave days not applied toward credit under Section 41J.

ARTICLE 5 - HOLIDAYS

All covered employees of the Public Works Unit shall be entitled to the following eleven (11) paid holidays, to wit:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | |

Employees shall receive two (2) additional floating holidays in each calendar year. The floating holiday must be used in a minimum of four (4) hour blocks. (upon hire, prorate scheduled- 4 hours per quarter)

In the event that any of the above holidays fall on a Saturday, said employees shall be entitled to receive the preceding Friday off, and if said holidays fall on Sunday, they shall receive the following Monday off.

ARTICLE 6 - PERSONAL LEAVE

Section 1:

All covered employees are hereby granted forty (40) hours personal leave annually, to be scheduled by the Head of the Department upon at least 24 hours written notice. The Department Head shall not require an employee to give a reason for which the request is being made unless the request is made within 24 hours.

Section 2:

The amount of personal leave to be granted to a newly hired employee will be based upon their date of hire, as follows:

January 1 – March 31 = 40 hours

April 1 – June 30 = 30 hours

July 1 – September 30 = 20 hours

October 1 – December 31 = 10 hours

ARTICLE 7 - SICK LEAVE

Each employee shall be allowed sick leave credits at the rate of one (1) working day each month. Unused sick leave credit shall not be accumulated to an employee beyond a maximum of two hundred (200) working days. After this maximum is reached, no more sick credits may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the two hundred (200) day maximum.

Section 1:

(a) The City may have any employee who is reported sick examined by the City physician or any other physician whom the City may designate. Any employee who shall refuse to be so examined shall be subject to suspension and loss of pay during absence.

(b) Any employee who is out for three consecutive days or more may be required to provide a proper doctor's/hospital note with a letterhead verifying their illness and indicating that they are ready and able to return to full duty. The expense of this doctor visit will be borne by the employee.

(c) The Department Head or designee, at his or her discretion, may request that an employee who calls in sick on the day before or after a holiday, or on the day before or after a regularly scheduled day off, to provide a doctor's note verifying his/her illness; such request must be made by the Department Head or designee within three (3) hours of the beginning of the work day on which sick leave was used. If no note is provided following a request, holiday pay or regular pay shall be forfeited.

The City can send the employee to a doctor (if necessary) of the Employer's choice and either reimburse the co-pay or pay for the visit, whichever is applicable.

(d) An employee who has accrued a minimum of fifty (50) sick leave days may elect, at the end of the year, to cash in ten (10) sick leave days. This option shall be exercised, if at all, by the second pay period in December.

(e) Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled by the City Engineer, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each future absence. At the conclusion of six (6) months, if the pattern ceases, as determined by the City Engineer, the employee shall not be required to continue to provide a doctor's note. During this time period, if the employee fails to provide a doctor's note upon returning to work said employee shall not be paid for the day. The employee shall be notified in writing whether or not the requirement shall continue for a longer period of time.

This process will not preclude future disciplinary action.

(f) If an employee calls in sick without enough accrued hours for the amount of time needed, said employee shall be required to provide a doctor's note immediately upon returning to work for the time absent. Failure to provide said note will result in disciplinary action as follows:

1st offense - Documented verbal warning

2nd offense - Within 1 (one) year of 1st offense - Written counseling memo

3rd offense - Within 1 (one) year of 1st offense - 5-day suspension with no pay

4th offense - Within 1 (one) year of 1st offense – Termination

(g) Termination of Employment – Effective January 1, 2020 a covered employee shall convert, upon retirement, unused sick leave to a “Health Insurance Bank” that the employee can use towards their portion of the health insurance premium cost. This benefit shall be available for use by the designated insurance beneficiary of a unit member who dies after employment is terminated and who is still actively using the “Health Insurance Bank” prior to death. The beneficiary shall be allowed to use the “Health Insurance Bank” for available plans offered under the Cobra medical plan.

(h) “Health Insurance Bank” Defined – Effective January 1, 2020 a “Health Insurance Bank” will be created by converting 100% of the employee’s unused sick leave multiplied by the employee’s hourly rate at retirement. The City will monitor and oversee the “Health Insurance Bank”. The dollar amount created will be used to pay for the employee’s cost of the health insurance premium plus any cost owed for increased coverage such as a two-person or family coverage. The City shall provide the retired employee with a statement each year detailing the “Health Insurance Bank” starting balance, any monies deducted, including an explanation for any deductions, and the amount of money remaining available in the “Health Insurance Bank”.

Section 2: Right to Worker's Compensation

Employees who are disabled or incur occupational sickness while in the performance of duty, who are entitled to receive Workers' Compensation, may elect either to take sick leave as herein provided, or to take Workers' Compensation. In the event of the election to take sick leave under

this Section, then any Workers ' Compensation received shall be refunded to the City or credited against sick leave pay.

Section 3: Actionable Injuries

If an employee entitled to sick leave under this Section is disabled by injury caused by the negligence or wrong of a third party, such employee need not elect whether to take sick leave or to pursue his remedy against such third party, but may take his sick leave under this Section. The City shall have a lien on the proceeds of any recovery from such a third party, whether by judgement, settlement or otherwise, after deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recovery, to the extent of the total amount of sick leave provided by this Section and paid, in the same manner as provided for a lien for disability benefits under Section 227 of the Workers' Compensation Law.

Section 4: Termination of Employment

Sick leave shall not, under any circumstances, be allowed to any employee as a bonus at the time he leaves the employment of the City.

Section 5: Disability Insurance

The New York State Disability Plan is available to all employees of this bargaining unit at the employee's expense.

Section 6: Call-in for Absence

Any employee who wishes to call in requesting a "sick" or "personal" day off on a scheduled work day is required to do so by placing a phone call to the DPW facility within a minimum of 15 minutes prior to the start of the shift and a maximum of 15 minutes after the start of a shift. The employee must speak to a supervisor for approval. Contacting a supervisor via their cellphone number is also acceptable and must be within the above-mentioned timeframe. In the event all attempts go unanswered, a voice message with a call-back number must be left on the DPW facility's office number. The main number for the DPW facility is (518) 736-4029.

Call-ins are leave requests that need prior approval. Employees are encouraged to review Article VII of the CSEA CBA as any or all of these provisions may be enforced at the discretion of either the City Engineer or the Deputy City Engineer within the guidelines of the CBA.

Means of communication including, but not limited, to text messages, email, instant messages, etc. will no longer be acceptable means of requesting a sick day.

Any employee who is in violation of this policy will be considered on unapproved leave and will be subject to any and all disciplinary action as described in the CBA.

ARTICLE 8 - VACATIONS

Section 1:

Each employee of the Public Works Unit who has served a full year of service shall be entitled to the following vacation leave with pay:

Years of Service	Vacation days
1 year completed	Five (5) days
2-4 years completed	Ten (10) days
5-10 years completed	Fifteen (15) days
10-24 years completed	Twenty (20) days
25 years completed	Twenty-five (25) days

All vacation credit must be used within the calendar year it was earned. If due to the employer's inability to schedule the requested vacation and an employee is unable to exhaust accumulated time by the end of the calendar year, the affected employee will be paid for his/her balance of time.

Upon completion of the milestone anniversary dates as indicated above, employees will be credited with an additional five days of vacation time.

Example: If an employee completed five full years of service on May 1, 2006, then effective May 1, 2006 an additional five days of vacation will be added to the employee's vacation time to increase the total for the calendar year from ten to fifteen days.

Section 2: Time Off Request

Employees are required to submit time off requests in advance as follows:

1 day – minimum 24-hour notice

2-3 consecutive days – minimum 1 week notice

4 or more consecutive days – minimum 2 weeks' notice

The City Engineer must give a reason for the denial of vacation time, and this will become subject to the grievance procedure. Any approved time off will be used to calculate. Twenty percent (20%) workforce of which may lead to a denial, as it is to be management's right.

Section 3: Vacation Pay in Advance

Payment for earned and credited vacation may be made to the employees of the City prior to commencement of such vacation provided, however, that request is made at least two weeks in advance to the City Treasurer.

Section 4: Vacation Use

Employees may request less than eight (8) hours of time within the same day. Such request shall be granted based on operational need. Employees are encouraged to make their requests as early in the day as possible as any such request will be on a first come first served basis. A request which deviates from these requirements will be reviewed on a case-by-case basis.

ARTICLE 9 - BEREAVEMENT LEAVE

Employees shall be granted, upon satisfactory evidence of a death in said employee's immediate family, leave with pay not to exceed three (3) working days on account of such death.

Section 1: Definition of Immediate Family

The immediate family of an employee shall include grandparents, father, mother, father-in-law, mother-in-law, natural, foster, or step-parent, brother, sister, brother-in-law, sister-in-law, spouse or child of the employee or anyone residing in the household.

Section 2: Aunt/Uncle

An employee will be granted one (1) day of bereavement leave for the employee's aunt or uncle where "aunt" or "uncle" is defined as the employee's parents' siblings or step parents' siblings.

ARTICLE 10 - HEALTH INSURANCE

Section 1:

Effective February 1, 1999, the City shall provide the Empire Plan of New York State Health Insurance Program with Rx Program (Cigna/Value Rx). The Empire Plan will be eliminated at such time as a comparable plan is made available through the current carrier.

Employees electing coverage pursuant to the HMO plan MVP will be provided with MVP-IO effective October 15, 1991. Effective January 1, 2005, the MVP Plan will have a doctor visit co-pay of \$ 15.00; the emergency room visit co-pay will be \$50.00; and the prescription drugs will be \$ 10.00 for generic, \$30.00 for brand and \$50.00 for non-preferred.

Employees hired on or after January 1, 1997, will contribute twenty-five (25%) percent of the cost of their respective health insurance premium.

Section 2:

The employer agrees to maintain all existing health insurance benefits. Should any change in this benefit be proposed by the employer, employees of this bargaining unit shall not suffer any loss of current benefits.

Section 3: Health Insurance Committee

A Health Insurance Committee shall be established. It shall be made up of two representatives from each union and two from management. Any modifications to health insurance (including any replacement for the Empire Plan) shall be reviewed by this Committee. The Committee's decision on the modification(s) shall be final and binding and not subject to grievance and/or IPC.

Section 4: Health Insurance Buyout

An employee entitled to health insurance coverage as herein provided may elect to waive coverage if his or her spouse has similar coverage or if the employee has access to other coverage. (See Appendix "C".) Family members that work for the City of Johnstown and are covered under their family members City of Johnstown's plan are not eligible for a buyout. Employees waiving such coverage are required to show proof of spouse's or other coverage to the City and the Union. An employee who desires to waive such coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. Employees waiving coverage will receive payment as follows:

Effective in 2018:

- \$ 7,000.00 per year for family coverage waiver.
- \$ 5,300.00 per year for a two-person coverage waiver.
- \$ 3,000.00 per year for single coverage waiver.

The applicable amount will be paid twice per year by separate check, withholding applicable taxes or deductions, on December 15 and June 15 of each year. If the spouse's or other coverage is terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the health insurance plan selected by the employee without preconditions unless otherwise dictated by the health insurance provider or by law. An employee who has waived his or her health coverage and who desires such coverage to be reinstated shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the receipt of such notification by the City.

In the event the employee opts back in after payment of the waiver amount, the employee must return the monies in kind.

See HR for details. Buyback forms shall be distributed to the City by HR prior to distribution.

Section 5:

Anyone hired after January 18, 2001 will, upon retirement, be entitled to individual coverage. However, said retiree can purchase two-person or family coverage by paying the difference in

premium between the fully paid individual and the family or two-person rate calculated at the rate(s) paid by the City.

Any employee hired before January 18, 2001, will receive, upon retirement, health insurance coverage in the same manner, level and plan(s) as provided by the providers to active current employees.

The employee hired before January 18, 2001, can maintain coverage at the family, two-person or individual level; however, the benefits provided will be the same as those provided to active current employees.

An employee who, at the time of retirement, contributes toward health insurance coverage, will continue to contribute at the same percentage amounts upon retirement as contributed while an active employee.

In the event the retiree dies, the retiree's spouse can opt to continue health insurance coverage paid exclusively by that spouse but at the City's monthly premium cost.

Section 6:

To the extent not already provided by a health insurance plan, the Employer shall provide health insurance coverage to the surviving spouse and dependents of an employee who becomes deceased while in active service, for a period not to exceed two (2) months; provided however, that the deceased employee must have carried the health insurance at the time of death. Further, the spouse and dependents will continue to pay any percentage contribution towards the premium cost as paid by the deceased employee.

ARTICLE 11 - DENTAL AND VISION INSURANCE/DEFERRED COMPENSATION

Section 1: CSEA EBF - DENTAL INSURANCE

The City agrees to grant all employees of this bargaining unit the provisions of the CSEA Employee Benefit Fund Dental Plan, Family Plan coverage. The cost of this benefit shall be borne by the City.

Section 2: CSEA EBF - VISION INSURANCE

The City agrees to grant all employees of this bargaining unit effective July 1, 2017, the provisions of the CSEA Employee Benefit Fund Gold Vision Care Plan, Family Plan Coverage. The cost of this benefit shall be borne by the City.

Section 3: DEFERRED COMPENSATION

The City will provide employees with a Deferred Compensation Plan at no cost to the City. Pretax and Roth options available. See HR for details.

ARTICLE 12 - CALL-OUT TIME

A. Call-out time, for the purpose of this Article, shall be time the employee is called from home to come to work and not any extension of the working day. The City shall regulate the number of hours the employees work each day. The employee shall be paid at the rate of one and one-half (1 h) times the regular rate of pay for the time actually worked; however, the City guarantees a minimum callout time of two (2) hours. In the event an employee works any part of the next half (h) hour, he shall receive pay for the entire half (h) hour. For example, if an employee works two (2) hours and ten (10) minutes, he shall be deemed to have worked two and one-half (2 h) hours of call-out time.

B. For the purposes of payroll, a "call-out" will be characterized as an unplanned event that necessitates calling on employees to report to work for duties such as, but not limited to, snow removal, sewer backups, water main breaks, trees down, etc. To clarify, employees called out to work will be compensated from the time of punch in to punch out with a minimum of a two-hour period.

C. The call-out work period will be paid for at a rate equal to the overtime rate regardless of the total number of hours worked in the payroll period in which the call-out occurs. Please also note that sick, vacation, and personal time will not affect the pay rate for the call-out period. The standard duty day shall be 6:00am to 2:30pm. **Example:** An employee gets called in to work at 2:30am to 6:00am (when the normal shift begins), the employees rate of pay shall be one and one-half times the regular rate of pay for those hours worked and at the regular rate of pay from 6:00am to 10:30am. However, the employee may be asked to complete the remainder of the normal shift (until 2:30pm) should the situation warrant.

D. The call-out work cannot be paid out as comp time in the event the call-out period is simply part of a normal 40-hour work week.

E. All call-out time shall not adhere to Article 3, section 2, Out-Of-Title Work. Any employee performing and/or assigned duties to work in a higher paying position shall be granted the higher rate of pay for the duration of the call-out time; this is for actual time worked. This shall be inclusive of the time and one-half rate as defined in this article.

ARTICLE 13 - WORK DAY - WORK WEEK

Section 1: HOURS OF WORK

- (a) The scheduled workday hours for all employees will be 6:00 am – 2:30 pm with a one-half hour lunch period and the normal work week shall be Monday through Friday. During Construction Season, management has the right to change the schedule to ten (10) hour shifts with advance notice.
- (b) For the Water Filtration Plant, the Senior Water Treatment Plant Operator and Water Treatment Plant Operator may leave the worksite after two (2) hours of duty on a Saturday or Sunday if all assigned work activities are completed.

Section 2: Except for emergency situations and overtime, the normal workday shall be from 6:00 am – 2:30 pm. The employer shall give one week's notice of any anticipated temporary change in the workday. During off-hour workday winter snow and ice control, employees are expected to report for duty when contacted, punch a timecard in, work their 8-hour shift without a lunch break, and punch a time card out at completion of the work.

Section 3: All employees covered under the terms of this agreement shall be required to punch a timecard at the start and completion of each workday. During normal work hours, employees are not to punch in any earlier than 5 minutes prior to the start of the work day or punch out 5 minutes prior to the completion of the work day.

The employer understands it may be impractical to have all employees return to the DPW facility to punch in and/or out for their lunch break; therefore, for payroll purposes, it will be assumed that all employees shall take a 30-minute lunch break daily.

In the event an employee is directed by the City Engineer or his/her designee to work through their lunch break, the affected employee will be paid time and one-half for the 30 minutes. In these instances, it shall be documented on the employee's weekly activity sheet. At no time will any employee be allowed to work through their 30-minute lunch period with the sole purpose being to shortening his/her workday.

Section 4: Flex Hours: In the event that it is equally beneficial to the employee and the Employer, the use of "Flex Hours" with NO increase in compensation will be allowed. The flexing of an employee's daily work schedule must be mutually agreed to by the employee and the City Engineer or his/her designee.

Section 5: Prohibitions: Employees are prohibited from using personal or City issued cell phones (smart phones, tablets) during those times when they are assigned to work; this prohibition shall not apply to scheduled break time or authorized use (as so authorized by the City Engineer or designee).

Section 6: State of Emergency: When the City declares a State of Emergency, employees of the Public Works department shall be paid double time for all overtime work performed during the declared state of emergency.

ARTICLE 14 - OVERTIME AND COMPENSATORY TIME

Overtime will be paid Monday through Friday for bargaining unit employees for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at the rate of time and a half or the employees shall have the option of compensatory time. The employee must make an election as to time off or pay at the time the overtime is incurred. Compensatory time off may be accumulated from January until the second pay period in November of each year. The Employer, however, and at its discretion, reserves the right to pay out all accumulated comp time remaining on or after the second pay period in November of each year. Employees may accrue a maximum of sixty (60) hours of compensatory time in any fiscal year. The employee may elect to take a maximum of 36 hours (of the 60 hours) as time off and will be paid for the remaining 24 hours. All unused compensatory time shall be paid to the employees at the end of each fiscal year. Each employee desirous of utilizing compensatory time must give at least three (3) days' written notice to the City. Compensatory time off must be taken in a minimum of four (4) hour blocks. The City reserves the right to require employees to work overtime when reasonably necessary for the efficient performance of municipal services.

Sundays and holidays will be paid at double time. Further, all paid leave status will be considered as time worked for overtime purposes, with the exception of sick leave as outlined in this article. When sick leave is scheduled then that time shall be counted as time worked. Scheduled sick leave is leave that is requested at least 24 hours in advance of its usage. Example – an employee requests four (4) hours of sick leave to be used three (3) days from the date of submittal. The four (4) hours shall be counted as time worked for the purposes of overtime calculation.

No employee shall work overtime hours without prior approval by the City Engineer or his/her designee.

Mandatory Work. In the event that there are no volunteers for necessary off-hours work and/or there are an insufficient number of employees answering the call for off-hours work, the City Engineer or designee will mandate employees on a rotating basis, least senior, most qualified. "Off-hours work" is defined as all work outside of the hours of 6:00am to 2:30pm.

ARTICLE 15 - SHIFT DIFFERENTIAL

Section 1: There shall be a guarantee of a minimum call-out time of two hours for snow and ice removal. The employee shall be compensated for the two hours worked at the rate of one and one-half (1 ½) times his regular rate of pay or shall receive compensatory time off in lieu thereof. The employee must make an election as to time off or pay at the time the overtime is incurred. The Employer, however, and at its discretion, reserves the right to pay out all accumulated comp time remaining on or about December 15 of each year. Applies to hours worked outside of the normal contractual work schedule. No split shifts, callouts are not included.

The City agrees to provide twenty-four (24) hours advanced notice to employees when implementing shift differential hours under this provision.

Section 2: There shall be a shift differential rate of \$1.50 per hour for hours actually worked; in addition to the employee's regular hourly rate.

Section 3: Shift differential rate will be paid for any full shifts worked differing from the shift defined in the CBA. For example, if a night shift is required for snow removal from 11:00 PM to 7:00 AM, then this work would be paid out at the shift differential rate. Shift differential rates shall apply to planned work shifts.

ARTICLE 16 - UNIFORM AND CDL ALLOWANCE

Section 1: Uniform Allowance

The definition of "uniform" is to be dark blue, black, or dark grey cargo or uniform pants along with high visibility orange- or lime-colored t-shirts, sweatshirts, or hoodies. Employees permanently assigned to the maintenance facility will be allowed to wear dark blue or black upper garments if they so choose. The only acceptable printing is one identifying individuals as City of Johnstown employees; no other silk screening or print of any kind will be allowed. Clothing marked with the City of Johnstown logo shall not be worn outside of the workday. All clothing is to be neat in appearance and free from any visible holes, rips, or tares. A safety vest will be provided by the employer is to be worn over any upper outer garment that does not contain approved reflective material. PPE will be provided by the City of Johnstown. The City of Johnstown will agree to provide clothing via COJ's vendor by employees completing clothing forms and turning in to Human Resources. Distribution of clothing and reimbursements shall take place in January and July:

Bi-Annual

- 5 SHIRTS (SHORT OR LONG SLEEVE)
- 5 PANTS
- 2 SWEATSHIRTS
- BOOTS: UP TO \$200 REIMBURSEMENT with receipt _____

Annual

- 1 JACKET
- 1 Waders or solid-colored insulated bibs and rain gear; UP TO \$100 REIMBURSEMENT with receipt.

Section 2: CDL Allowance

All employees who maintain a Commercial Driver's License will be reimbursed at time of CDL renewal provided the employee shows proof of renewal prior to receiving the reimbursement. Eligible reimbursement is up to \$100 with receipt and distributed through payroll via separate check.

Section 3: Drug and Alcohol Policy

The City of Johnstown agrees to adopt any OTETA policy changes that the County and CSEA agree to.

Section 4: Demolition Team

The City of Johnstown City Engineer and Deputy City Engineer and/or their designee shall assign qualified employees to the City's Demolition Team. Such assignment shall be for a duration so designated by the City Engineer or his/her designee. All NYSDOL Licensed employees assigned to the Demolition Team shall receive an additional fifty dollars (\$50.00) per day while performing duties as outlined in 12 NYCRR Part 56. This daily rate shall be added to the base wage of each employee during the time in which they are performing such duties. Any overtime rate will be calculated based on the employee's regular rate.

Section 5: CDL Training

The parties agree to meet and decide which employees shall be providing CDL-required training. Those employees selected to provide training shall be certified CDL trainers and shall be compensated \$5.00 plus their regular hourly wages for any time spent training other employees and/or performing any required duties related to the CDL training of employees.

Section 6: License and certifications

Any paid licensure or certifications will require a minimum of one year of service; otherwise, the City of Johnstown will require a reimbursement of the cost associated with licensure or certifications.

Section 7: Stipends and Licensure Reimbursements

- (1) Any Equipment Maintenance Supervisor or Auto Mechanic who possesses a current motor vehicle inspection license shall receive an annual stipend of \$750.00, paid on the anniversary date of being granted the license.
- (2) Any employee holding a Mechanic title will be reimbursed for approved acquired tools with a receipt.
- (3) Effective January 1, 2020, a "1A" water License holder will receive a \$1,000.00 stipend for having said license.

ARTICLE 17 - SNOW REMOVAL

Whenever there is a sufficient amount of snow, the employees of the Fire Department may assist (without alleged violation of this Agreement or other union rights) to remove snow around fire houses or necessary fire devices such as fire hydrants; such removal must be by hand, using Fire Department equipment.

ARTICLE 18 - JOB POSTINGS

Vacancies in a position that the City seeks to fill will be posted for a minimum of five (5) workdays. Employees will not be able to transfer between the Water and Street Departments when, in the sole opinion of the City Engineer, a qualified permanent employee within the Department in which the vacancy has arisen, is able to fill the position.

To be considered for any position the candidate must first meet the established Civil Service minimum qualifications. The Department Head shall then consider the operational needs of the Department and such typical but not exhaustive selection criteria as a candidate's department seniority, time and attendance, initiative, experience, training, ability to perform the associated job duties and responsibilities satisfactorily, job performance evaluations (when available), and any disciplinary problems. The City will reinstitute use of its performance appraisals.

When candidates are deemed equally qualified by the Department Head, Department seniority shall prevail and shall be used to break the tie.

Provision of New York State Civil Service Law and Civil Service Rules of the Fulton County Department of Personnel shall govern all appointments to positions in the classified service.

ARTICLE 19 - JOB SECURITY

Section 1: Discipline and Discharge

A. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary or discharge matters in lieu and in place of procedures specified in Sections 75, 76 and 77 of the Civil Service Law.

B. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalty as may be proposed by the City, as appropriate. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Union President or other official desiY1 ee. The specific acts for which discipline is being proposed and the penalty shall be specified in the notice. An employee must be served with a Notice of Discipline, either personally, or, if the employee is on leave of absence, then by certified mail, return receipt requested to the employee's last known residential address.

C. Pending the outcome of the discipline, an employee may be suspended for thirty (30) calendar days without pay. In the event that the employee is to receive a suspension without pay pending resolution of the charge, a pre-suspension "notice and opportunity to be heard" will be held to comply with existing case law, which "hearing" will involve the City, the affected employee, and representative of the Union if the employee so elects.

D. (a) If the employee and/or Union disagree with the proposed disciplinary action, the employee and/or Union shall submit a Demand for Arbitration for a binding determination.

(b) Failure to submit written opposition (in the form of a Demand for Arbitration) within ten (10) working days of receipt of the Notice of Discipline will constitute acceptance of the proposed penalty by the employee and the matter will be settled in its entirety.

(c) The parties agree to use the services of the New York State Public Employment Relations Board in the selection of the arbitrator during the course of the proceedings.

(d) Subject to a mutual written agreement between the employee and/or the Union and the City, the time limits herein above specified may be extended.

(e) The fees and expense of the arbitrator shall be divided equally between the City and the employee or Union, as specified above.

E. An employee shall have the right to be represented in all stages of a disciplinary matter by a Union representative if the employee so elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement of the matter with the Mayor, City Engineer and/or designee and the employee may waive his/her rights in writing to the procedure outlined herein. Any settlement agreed upon by the parties shall be reduced to writing and shall be final and binding upon all parties.

F. No disciplinary action shall be commenced more than twelve (12) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

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

Section 2: In the event the operation of the Water Department, or any other functions performed by members of this bargaining unit, ceases to fall under the jurisdiction of the current employer, it is agreed between the parties that all provisions of this Agreement shall remain in full force and effect for such members.

Section 3: In the event of layoff of any permanent, non-competitive and labor class employee(s), said employee(s) will be laid off by seniority and qualifications beginning with the least senior in the job title within the department. Employees who have held another permanent position within the Department for at least one (1) year or more, shall have the right to bump the least senior person in that job title if the bumping employee is senior and more qualified.

Laid off employees shall remain on a recall roster for four (4) years, with the most senior being called back to work first within job title. The most senior employee will be notified of any vacancy

by certified mail, return receipt requested. Upon notification of a vacancy to return to work, refusal will remove the employee from the recall roster permanently. Failure to respond to the certified letter within ten (10) working days will cause the employee to be permanently removed from the recall roster. It is the employee's obligation to keep the Employer informed of any change of address.

ARTICLE 20 - LABOR / MANAGEMENT COMMITTEE

The parties to this agreement agree to establish a labor/management committee comprised of the President of the CSEA Unit and his designees and the City Engineer and his/her designees. The purpose of the committee shall be to address matters of mutual concern in order to enhance a positive labor relations atmosphere.

ARTICLE 21 - RESOLUTIONS AND ORDINANCES

The City, as appropriate, will adopt or amend such Resolutions and Ordinances, if any, that may be necessary to implement the terms of this Contract.

ARTICLE 22 - SEVERABILITY

In the event any provision of this Contract is held to violate any laws, such provisions shall not bind the parties, but the remainder of the Contract shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this contract.

ARTICLE 23 - MANAGEMENT RESPONSIBILITY CLAUSE

It is recognized that the management of the Public Works Unit, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City, as appropriate, retain the rights, including but not limited to, selecting and directing the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Contract.

ARTICLE 24 - BAN ON STRIKE

It is recognized that the need for continued and uninterrupted operation of departments and agencies is of paramount importance to the citizens of Johnstown and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal performance.

ARTICLE 25 - GRIEVANCE PROCEDURE

PREAMBLE

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievance through procedures under which parties may present grievances from coercion, restraint, reprisal.

SECTION 1

DEFINITIONS

- A. Employee: Any person(s) covered by this Agreement as provided for under Article 1 Bargaining Unit Representation and Recognition.
- B. Employer: The City of Johnstown.
- C. Association or Union: The Civil Service Employees Association, Inc., and its representatives.
- D. Grievance: Any claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of this Agreement or those matters affecting the employees' health or safety relating to materials or equipment furnished to the employees.
- E. Supervisor: The employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- F. Days: All days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

SECTION 2

RIGHTS OF THE PARTIES

A. Rights of Grievant

1. The Grievant may select the Unit President or his designee and/or a CSEA staff representative to assist him in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.
2. The Grievant shall have access to all written statements, records, and materials relating to the grievance which are a part of the Grievant's personnel file.

B. Rights of the Association

1. The Association shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.
2. The Association shall have the right to submit briefs to support a particular grievance at arbitration.
3. The Association shall have the right to submit a grievance only when the particular grievance affects three or more of the employees of the Public Works Unit (collectively, Street and Water).

SECTION 3

STEP ONE

1. An employee who claims to have a grievance shall present his grievance to the City Engineer in writing within fifteen (15) working days of its occurrence or of when the employee becomes, or should have become, aware of it.
2. The City Engineer shall meet with the parties to resolve the grievance within three days after receipt of the written grievance. After the meeting, he shall render a written decision within five (5) days.

STEP TWO

The aggrieved party, if not satisfied with the decision at Step One, may within five (5) days after receipt of the Step One decision or within five (5) days of when that decision should have been received, request in writing a meeting before the Mayor or designated representative. The meeting shall be held within fifteen (15) days after it is requested and a decision shall be made within fifteen (15) days thereafter, copies of the decision to the aggrieved party and his representative.

STEP THREE

In case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches hereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Three in accordance with the rules of the Public Employment Relations Board relating to arbitration. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of CPLR Sections 7510 and 7511.

The fees and expenses of the arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty days after he has been selected and should render a decision within twenty days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, not to render any decision which contravenes established law, regulation or ordinance or beyond the date the employee became or should have become aware of the grievance except when the grievance involves cash pay earned but not received.

GENERAL CONSIDERATIONS

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.
2. The time limits at any step maybe extended by written mutual consent of the parties.

ARTICLE 26 - UNION LEAVE

The City agrees that CSEA Unit Representatives designated for Union training and organizational functions, shall be permitted time off with pay not to exceed a total of three (3) working days per year, provided, however, that the Union must give the City two (2) weeks prior written notice of a request to utilize this leave time.

ARTICLE 27 - PROCEDURES FOR DUE PROCESS HEARING

Where, because of statutory mandate or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

The Employer may appoint a hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. The award may be appealed by the employer or the employee pursuant to Article 78 of the Civil Practice Law and Rules of the State of New York. Such hearing officer maybe a City employee provided such employee is unrelated to the case. This Article shall not apply to administrative matters including, but not limited to grievances and arbitrations.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQRNG LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

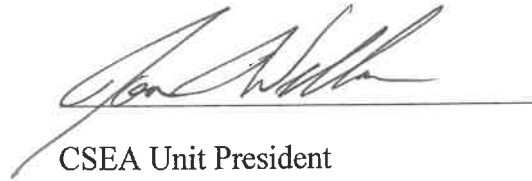
IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers or representatives of the parties the day and year first above mentioned.

CITY OF JOHNSTOWN



MAYOR

CSEA, INC., AFSCME LOCAL 1000



CSEA Unit President



LRS, CSEA

APPENDIX A

CSEA

City of Johnstown

Salary Schedule

Title	2025	2026	2027	2028	2029
SWPO (3)	\$31.03	\$32.12	\$33.24	\$34.40	\$35.61
WPO (3)	\$27.68	\$28.65	\$30.69	\$30.69	\$31.76
WTR	\$25.00	\$25.87	\$26.78	\$27.72	\$28.69
Equip M.S.1	\$27.68	\$28.65	\$30.69	\$30.69	\$31.76
Working Supv.	\$27.68	\$28.65	\$29.65	\$30.69	\$31.76
HEO	\$25.66	\$26.56	\$27.49	\$28.45	\$29.45
Auto Mech 1	\$25.56	\$26.56	\$27.49	\$28.45	\$29.45
Manit. Mech 1	\$25.66	\$26.56	\$27.49	\$28.45	\$29.45
MEO	\$25.00	\$25.87	\$26.78	\$27.72	\$28.69
Laborer 3(5)	\$24.30	\$25.15	\$26.03	\$26.94	\$27.88
Laborer Step 3	\$22.26	\$23.04	\$23.85	\$24.68	\$25.54

APPENDIX B

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Section 1. PURPOSE

To outline the conditions and procedures under which an employee may be eligible for time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA"). FMLA is administered by Human Resources and may be contacted for details and forms.

Section 2. DEFINITIONS

"Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year under particular circumstances. Leave may be taken:

- Upon the birth of the employee's child;
- Upon placement of a child with the employee for adoption or foster care;
- When the employee is needed to care for a child, spouse or parent who has a serious health condition;
- When the employee is unable to perform the functions of his/her position because of a serious health condition.
- When the employee is needed due to a qualifying exigency while the spouse, son, daughter or parent of the employee is on active duty or called to active duty status.

Family leave shall be granted to an eligible employee who is the spouse, son, daughter, parent, or next of kin of a servicemember to a total of twenty-six (26) work weeks of leave during any twelve (12) month period in order to care for such servicemember, if such servicemember has a serious illness or injury incurred in the line of duty.

APPENDIX C

DRUG FREE WORKPLACE POLICY STATEMENT

In order to receive Federal Grants, the City must certify to the granting Federal Agency that it will provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988. As a recipient of Federal Grants, the City of Johnstown hereby complies with the requirements of the Drug Free Workplace Act by adopting the following policy and drug free awareness program:

C. POLICY

It is the policy of the City of Johnstown that:

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the job or at the workplace.

Employees may be subject to civil, criminal and disciplinary penalties, including dismissal from employment, for failure to observe this policy. All terms in this policy shall have the meaning and definition as set forth in the Drug Free Workplace Act.

II. DRUG FREE AWARENESS PROGRAM

A. Dangers of Drug Abuse in the Workplace

Employees with chemical dependency problems have a major impact on productivity, staff morale, and labor/management relations.

B. City's Policy of Maintaining a Drug Free Workplace

1. It is the policy of the City of Johnstown to maintain a drug free workplace as required by the Drug Free Act by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance while on the job and/or in the workplace of the City of Johnstown.
2. The City will provide periodic educational seminars on the dangers of alcohol/drug use and abuse.

C. Availability of Drug Counseling and Rehabilitation

The City of Johnstown has an Employee Assistance Program designed to offer help to employees facing drug problems. Contact your Department Head for further information.

III. EMPLOYEE RESPONSIBILITIES

All employees are hereby notified that as a condition of employment, employees are required to:

1. Abide by the terms of this policy; and

2. Notify the Office of the Mayor of any criminal drug statute convictions for a violation occurring in the workplace no later than five (5) days after the employee's conviction.

IV. CITY RESPONSIBILITIES

- A. The City must notify the granting agency within ten (10) days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction.
- B. Within thirty (30) days after receiving notice of such an employee's conviction, the City shall either:
 1. Take appropriate personnel action against such employee up to and including termination from employment; and/or
 2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State or Local health, law enforcement or other appropriate agency.
 3. Additionally, the City shall adhere to the guidelines as set forth in the Federal Drug Free Workplace Act of 1989, the 1991 Omnibus Transportation Employee Testing Act (OTETA) and the Federal Highway Administration Regulations (FHWA). The rules, which are effective as of January 1, 1996, for the City of Johnstown employees, require pre-employment, reasonable suspicion, post-accident, random, follow-up, and return to duty drug and alcohol testing. Participation in the program shall be a condition of employment.

V. CONTINUING RESPONSIBILITY

The City shall make a good faith effort to continue to maintain a drug free workplace through the implementation of the requirements contained in the Drug Free Workplace Act.

EMPLOYEE BARGAINING AGREEMENT RECEIPT OF ACKNOWLEDGMENT

I, _____ acknowledge receipt of the CSEA Bargaining Agreement provided to me on _____, 20____.

Print Name

Department

Signature

Date



October 20, 2025

Resolution No. 84, 2025

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

AUTHORIZE THE FULTON COUNTY SHERIFF'S OFFICE TO ACT AS THE "LOCAL AUTHORITY"
FOR THE PURPOSE OF DISPOSING OF ABANDONED OR UNCLAIMED EVIDENCE VEHICLES
IN THE SHERIFF'S OFFICE CUSTODY

WHEREAS, the Fulton County Sheriff's Office seizes and secures vehicles as evidence in the course of law enforcement operations, which are then stored on Fulton County Sheriff's Office property located within the City of Johnstown; and

WHEREAS, once seized, such vehicles are no longer considered agency property but remain under the custody and control of the Fulton County Sheriff's Office until lawfully released; and

WHEREAS, in many cases, owners fail to retrieve such vehicles upon release, creating abandoned or unclaimed property that must be lawfully disposed of; and

WHEREAS, under applicable state law, the "local authority" typically holds the right and responsibility to remove and dispose of abandoned vehicles within its jurisdiction; and

WHEREAS, the City of Johnstown wishes to waive any claim, interest, responsibility, or liability for abandoned or unclaimed vehicles held as evidence on the Fulton County Sheriff's Office property, and authorize the Fulton County Sheriff's Office to act as the "local authority" solely for the purpose of removing and disposing of such vehicles.

NOW, THEREFORE, BE IT

RESOLVED, that the City of Johnstown hereby authorizes the Fulton County Sheriff's Office to act as the "local authority" under applicable law for the sole purpose of removing and disposing of any abandoned or unclaimed vehicles that are (1) seized as evidence, (2) stored on Sheriff's Office property, and (3) remain unclaimed after lawful release; and be it further

RESOLVED, that the City of Johnstown hereby disclaims and waives any ownership, control, liability, or responsibility for such vehicles or the disposition thereof; and be it further

RESOLVED, that the Mayor is hereby authorized to execute an intergovernmental agreement with Fulton County and the Fulton County Sheriff's Office formalizing these terms, including appropriate indemnification language protecting the City of Johnstown from any claims arising from the custody, handling, or disposition of said vehicles.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOHNSTOWN
THE COUNTY OF FULTON AND FULTON COUNTY SHERIFF'S OFFICE
REGARDING DISPOSITION OF ABANDONED EVIDENCE VEHICLES**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") made as of the ___ day of September, 2025 by and between the **CITY OF JOHNSTOWN**, with its principal office and place of business at 33-41 East Main Street, Johnstown, New York 12095 ("City") the **COUNTY OF FULTON** ("County") with its principal office and place of business at 223 West Main Street, Johnstown, New York 12095 and the **FULTON COUNTY SHERIFF'S OFFICE**, with an address with its principal office and place of business at 2712 St. Hwy. 29, Johnstown, New York 12095,

WHEREAS, the Fulton County Sheriff's Office seizes vehicles as evidence during law enforcement operations and stores such vehicles on Sheriff's Office property located within the City of Johnstown; and

WHEREAS, following lawful release, certain vehicles remain unclaimed or abandoned, creating the need for removal and disposal pursuant to New York State Vehicle and Traffic Law and other applicable statutes; and

WHEREAS, the City of Johnstown has no interest in exercising its authority to remove or dispose of such vehicles, and desires to authorize the Fulton County Sheriff's Office to act as the "local authority" for such purpose;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. AUTHORITY TO ACT

The City hereby authorizes the Fulton County Sheriff's Office to act as the "local authority" solely for the purpose of removing, disposing, auctioning, or otherwise handling abandoned or unclaimed vehicles seized as evidence and stored on Sheriff's Office property.

2. CITY'S WAIVER OF CLAIM OR RESPONSIBILITY

The City expressly disclaims any ownership, control, responsibility, or liability for such vehicles or their disposition, and relinquishes any claim to proceeds, salvage value, or other benefits derived from their disposal.

3. LIABILITY AND INDEMNIFICATION

The County agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of or related to the custody, handling, or disposition of such vehicles.

4. TERM

This Agreement shall remain in effect unless and until terminated by either party upon ninety (90) days' written notice.

5. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties, supersedes any prior agreements regarding the subject matter, and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF JOHNSTOWN

By: _____
Amy Praught, Mayor

COUNTY OF FULTON

By: _____
Jared Goderie, Chairman, Board of Supervisors

FULTON COUNTY SHERIFF'S OFFICE

By: _____
Richard C. Giardino, Sheriff