

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10783**

MOVED BY COUNCILPERSON: Arnone

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING AN AMENDMENT TO THE REIMBURSEMENT AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK") AND THE CITY OF JOHNSTOWN INCREASING THE APPROVED AMOUNT OF THE FINAL COSTS THAT AMTRAK WILL REIMBURSE THE CITY IN CONNECTION WITH THE DESIGN, PERMITTING AND CONSTRUCTION OF ADDITIONAL IMPROVEMENTS TO SUPPORT AMTRAK'S STORMWATER NEEDS AT THE TRAIN STATION.

WHEREAS, Amtrak designed required ADA improvements to be constructed by Amtrak at the Train Station located at 47 Walnut Street, Johnstown, Pennsylvania; and

WHEREAS, as part of the improvements to the Train Station, the City of Johnstown and Amtrak entered into a Reimbursement Agreement on September 7, 2021, for the City to design and construct additional improvements to support Amtrak's stormwater needs at the Train Station ("Walnut Street Storm Sewer Replacement Project") in exchange for Amtrak reimbursing for said costs;

WHEREAS, Amtrak has agreed to reimburse the City for the additional costs associated with the design and construction of the Walnut Street Storm Sewer Replacement Project as further detailed in the proposed agreement between the parties attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown hereby approves the First Amendment to the Reimbursement Agreement with the National Railroad Passenger Corporation to reimburse the City for costs associated with the Walnut Street Storm Sewer Replacement Project and directs the City Manager and/or his designee to execute the Agreement and take any and all actions necessary to effectuate said Agreement.

RESOLUTION SECONDED BY COUNCILPERSON Arnone

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
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ADOPTED: July 8, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10783 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

(Johnston, PA)

This First Amendment to Reimbursement Agreement ("**First Amendment**") is made and entered into this ____ day of June, 2026 ("**Effective Date**"), by and between the City of Johnstown, Pennsylvania, incorporated in 1889 in Cambria County, Pennsylvania (the "**City**") and National Railroad Passenger Corporation, a corporation organized under 49 USC § 24101 *et. seq.* and the laws of the District of Columbia ("**Amtrak**"). The City and Amtrak hereinafter may be referred to collectively as the "**Parties**" or in the singular as a "**Party**", as the context requires.

Recitals

WHEREAS, in connection with its intercity passenger rail services and activities related thereto, Amtrak uses the railroad station located at 47 Walnut Street within the City of Johnstown, Pennsylvania (the "**Station**"); and

WHEREAS, pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et. seq.*, as amended (the "**ADA**"), and the United States Department of Transportation regulations found at 49 CFR Part 37 (the "**DOT Regulations**"), intercity rail stations, including passenger platforms, designated waiting areas, ticketing areas, parking facilities/pathways and restrooms, are required to be made accessible to persons with disabilities; and

WHEREAS, Amtrak has designed the required ADA improvements to be constructed by Amtrak at the Station (the "**ADA Improvements**") and shall construct the ADA Improvements at the Station ("**Project**"); and

WHEREAS, Amtrak previously requested that the City design and reconstruct an approximately 50 foot length of storm pipe and outfall (the "**Additional Improvements**") to support Amtrak's stormwater needs at the Station. The ADA Improvements and the Additional Improvements shall be hereinafter collectively be referred to as the "**Improvements**"; and

WHEREAS, the Parties entered into that certain Reimbursement Agreement dated September 7, 2021 ("**Original Agreement**") pursuant to which, among other matters, Amtrak agreed to reimburse the City for the Final Costs (as defined in the Original Agreement) relating to the design, permitting and construction of the Additional Improvements; and

WHEREAS, the Parties desire to amend the Original Agreement to increase the approved amount of the Final Costs that Amtrak will reimburse to the City in connection with the design, permitting and construction of the Additional Improvements.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual promises and covenants of the Parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this First Amendment shall have the same meaning as in the Original Agreement.

2. Section 2(a) of the Original Agreement is hereby deleted and replaced with the following new Section 2(a):

“2. FUNDING OF THE ADDITIONAL IMPROVEMENTS

- a. Cost. The total estimated cost of the design, permitting and construction of the Additional Improvements (“**Cost Estimate**”) is Four Hundred Thousand and NO/Dollars (\$400,000.00). Amtrak hereby agrees to reimburse the City for the Cost Estimate as provided in Section 2(b) of the September 7, 2021, Reimbursement Agreement. To the extent that the actual cost of designing and constructing the Additional Improvements exceeds five percent (5%) of the Cost Estimate, the City shall provide notice of such changes to Amtrak along with an explanation of the change in the Cost Estimate. The City and Amtrak shall negotiate in good faith Amtrak's contribution to the cost of such overruns (“**Agreed Overruns**”). The Cost Estimate and the Agreed Overruns shall hereinafter be collectively referred to as the “**Final Costs**”.”
3. Except as expressly set forth in this First Amendment, the Original Agreement remains unmodified and unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Original Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.
4. The Original Agreement, as amended by this First Amendment, constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This First Amendment cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of either Party, but only by an agreement in writing signed by the Party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.
5. If any part of this First Amendment is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this First Amendment, and the remaining parts of this First Amendment will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.
6. The City represents to Amtrak that: (i) this First Amendment has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City and (ii) no additional authorization, consent, approval, or other action by any governmental authority or third party is necessary or advisable in connection with the execution and delivery of this First Amendment.

Amtrak represents that the individual who signs this First Amendment on behalf of Amtrak has the capacity and legal authority to execute this First Amendment for Amtrak and to bind Amtrak to the obligations imposed on it by this First Amendment.
7. The Original Agreement, as modified by this First Amendment, shall expire upon the Amtrak's payment of the Final Costs to the City, unless terminated earlier in accordance with the terms

hereof.

8. Nothing here shall be construed as creating a partnership or joint venture between Amtrak and the City.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date set forth above.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Michael Phillips
Name: Michael Phillips
Title: Director Procurement Management

CITY OF JOHNSTOWN, PENNSYLVANIA

By: Art Martynuska
Name: ART MARTYNUSKA
Title: CITY MANAGER