

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA
RESOLUTION NO. 10277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA RATIFYING THE DECLARATION OF DISASTER EMERGENCY EXECUTED BY THE MAYOR AND CITY MANAGER ON FRIDAY, MARCH 20, 2020, AND AUTHORIZING A CONTINUANCE AND RENEWAL OF THE DECLARATION OF DISASTER EMERGENCY NOT TO EXCEED A PERIOD OF 90 DAYS OR UNTIL FURTHER ACTION IS TAKEN BY COUNCIL.

WHEREAS, the World Health Organization and the Center for Disease Control and Prevention have declared COVID-19 “a public health emergency as an international concern” and the U.S. Department of Health and Human Services Secretary has declared that COVID-19 creates a public health emergency; and

WHEREAS, on March 6, 2020, Governor Tom Wolf issued a Proclamation of disaster emergency stating, in part that it is critical to prepare for and respond to suspected and confirmed cases in the Commonwealth and to implement measures to mitigate the spread of COVID-19; and

WHEREAS, on March 20, 2020, the Mayor of the City of Johnstown and the Interim City Manager issued a Proclamation declaring the existence of a State of Emergency within the City of Johnstown pursuant to the provisions of the Emergency Management Services Code (35 Pa. C.S. §§ 7501 et seq., as amended), the provisions of the Third Class City Code of the Commonwealth of Pennsylvania (11 Pa. C.S.A. § 11203), and pursuant to Chapter 248 of the Code of the City of Johnstown; and

WHEREAS, the City Council wishes to ratify, authorize, and extend the application of the Declaration of a State of Emergency within the City of Johnstown for a period not to exceed 90 days or until further action is taken by Council;


NOW, THEREFORE, BE IT RESOLVED, that the Declaration of a State of Emergency within the City of Johnstown executed by the Mayor and the Interim City Manager on Friday, March 20, 2020, is hereby ratified, and the continuance and renewal of the Declaration is hereby authorized for a period not to exceed 90 days or until further action is taken by Council.

ADOPTED: April 1, 2020

By the following vote~

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich. (7)

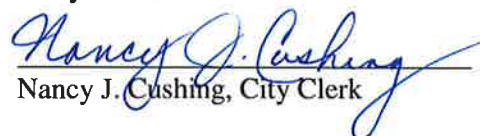
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10277 as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR THE FINANCIAL DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR FUNDING ASSISTANCE FROM THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY IN THE AMOUNT OF \$10,900,000.00 TO BE USED TOWARDS IMPROVEMENTS TO THE INNER CITY SEWER SYSTEM IN THE CENTRAL BUSINESS DISTRICT AREA OF THE CITY OF JOHNSTOWN.

WHEREAS, The City Council of the City of Johnstown has entered into a Consent Order and Agreement with the Pennsylvania Department of Environmental Protection, and

WHEREAS, major repairs and rehabilitation are necessary to comply with the mandates of the Consent Order and Agreement, and

WHEREAS, the State of Pennsylvania offers low interest loans and grants for successful applicants to complete sewer and water related projects, and

WHEREAS, it is the desire of the City Council to access as many funding opportunities as possible to complete all repairs necessary involving the Inner City Sanitary Sewer System,

NOW THEREFORE IT BE RESOLVED, that the City of Johnstown (the Governing Body") shall be, and the same hereby are authorized to submit a Financial Assistance Application to the Pennsylvania Infrastructure Investment Authority (PENNVEST), substantially in the form presented at this meeting for the purpose of financing/partially financing the construction, rehabilitation and/or extension of the sewer system. Appropriate officers of the Governing Body are hereby authorized to execute all certifications and documentation required in connection with the application.

ADOPTED:

April 15, 2020

By the following vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic,
Rev. King. (7)

Nays: None (0)



Frank Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10278**
as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO SIGN A MEMORANDUM OF AGREEMENT (“AGREEMENT”) BETWEEN THE CITY OF JOHNSTOWN (“THE CITY”) AND CONEMAUGH VALLEY CONSERVANCY, INC. (“CVC”) FOR THE DEVELOPMENT OF THE INCLINED PLANE RIVERSIDE PARK.

WHEREAS, the City owns two parcels of land where the Inclined Plane Riverside Park (“the Park”) is planned; and,

WHEREAS, CVC desires to develop, operate, maintain and promote the Park as a public recreational asset for the region; and

WHEREAS the City has received a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) for development of Phase I of the Park; and

WHEREAS, the DCNR grant requires that the city retain control of the land and maintain the improvements made with DCNR funds over the life span of the improvements that are made in Phase I with the grant; and

WHEREAS, CVC has obtained funding for planning some of the work envisioned in the Phase I of the Park, which will be developed partially with the DCNR grant funds,

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager be authorized and directed to signed the MEMORANDUM OF AGREEMENT which is Attachment 1 of this resolution.


ADOPTED: April 15, 2020

By the following vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King Mrs. Mock. (6)

Nays: None (0)


Abstain: Mr. Vitovich (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10279 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

City-CVC MOA

This Memorandum of Agreement (“Agreement”) is made between the City of Johnstown (“the City”), a third Class City under the (code) of Pennsylvania, and Conemaugh Valley Conservancy, Inc., (“CVC”), a 501(c)(3) incorporated in the Commonwealth of Pennsylvania, in accordance with City Resolution No. _____ adopted finally on the _____ day of _____, 2020.

Whereas the City owns two parcels of land totaling approximately 84.5 acres adjacent to the Johnstown Inclined Plane where Johnstown Inclined Plane Riverside Park (“the Park”) is envisioned, parcels which are identified on Cambria County Tax Maps as parcels 72-007.-101.000 and 75-006.-101.000 and identified on the Map which is Attachment 1 to this Agreement.

WHEREAS, CVC has created a plan for the Park, which is attached and incorporated herein; and

WHEREAS, CVC desires to develop, operate, maintain and promote the Park as a public recreational asset for the region; and

WHEREAS, CVC owns approximately 0.94 acres between the Stonycreek River, the City acreage and the Inclined Plane property owned by the Cambria County Transit Authority, said CVC land being central to the planned Park and identified on Cambria County Tax Maps as parcel 75-006.-100.000; and

WHEREAS, CVC intends to acquire additional land to expand the Park; and

WHEREAS, the City has received a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) for development of Phase I of the Park; and

WHEREAS, the DCNR grant requires that the city retain control of the land and maintain the improvements made with DCNR funds over the life span of the improvements that are made in Phase I with the grant; and

WHEREAS, CVC has obtained funding for planning some of the work envisioned in the Phase I of the Park, which will be developed partially with the DCNR grant funds; and

NOW THEREFORE, in consideration of the foregoing premises and recitals, which are incorporated herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

That CVC shall Lease to the City the 0.94-acre parcel identified on Cambria County Tax Maps as 75-006.-100.000 and also identified on the Map which is Attachment 1 to this Agreement, which Lease shall be for the term of 25 years or less if agreed to by DCNR and the City, so that the land owned by the City and the land owned by CVC may be developed as one project, and to satisfy the requirement of the DCNR grant that the City maintain control of the land during the life span of the improvements built with the DCNR grant;

That the City and CVC shall cooperate in completing the planning now being done with CVC funds to assure that the planning is appropriately incorporated into the construction to follow with the City’s DCNR grant and related funding;

That the City shall administer the DCNR grant, along with funding being used as the match for the DCNR grant, to contract with appropriate engineering and/or construction firms to complete the final design and

construction of the Phase I work as outlined in the DCNR grant agreement, which the City may amend or modify in consultation with DCNR and CVC in implementing Phase I of the Park;

That subsequent to the commencement of work on Phase I, CVC may proceed, with appropriate input and guidance from the City Manager, to plan, design and/or construct additional work envisioned in subsequent Phases of the Park, with CVC permitted to seek grants, raise funding and issue contracts to carry out such plans, designs and/or construction, and/or issue leases or other legal agreements with other parties to develop, maintain and/or insure features in the park, with those features to include but not be limited to trails, docks, picnic facilities such as tables and pavilions, boat or bicycle rentals, boat or bicycle rides or events, zip lines, and/or an adventure park with such features as climbing walls, rope ladders, slides, provided that the City Manager may review and offer recommendations on such agreements, and provided further that, should CVC generate any revenues beyond its expenses in operating, maintaining, insuring and developing the Park, CVC shall provide ten (10) percent of such excess revenues to the City.

That CVC shall maintain any and all improvements constructed in the Park, with CVC allowed to hire or contract with individuals or companies to perform maintenance in the Park.

That CVC shall provide insurance for any improvements constructed in the Park, with said insurance listing the City as co-insured.

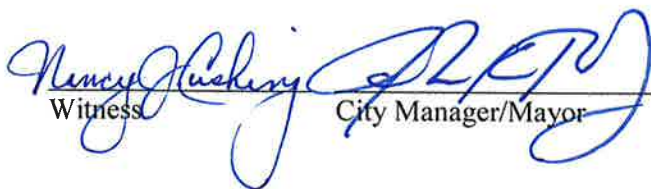
That this Agreement may be canceled by the City if CVC fails to provide proper maintenance and insurance as required by this Agreement.

That at the conclusion of the 25-year term of this Agreement or sooner if agreed to by DCNR and the City, the City shall convey to CVC the two City parcels identified on Cambria County Tax Maps as 72-007.-101.000 and 75-006.-100.000 for the sum of \$200 each; provided that CVC shall continue to maintain and operate the park for public recreation and provided further that said parcels shall revert to the City if CVC should fail to provide proper maintenance and insurance as required by this Agreement.

Agreed to this _____ day of _____, 2020.

For the City

For CVC


Witness _____
City Manager/Mayor

Witness _____

CVC President _____

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR THE FINANCE DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR FUNDING ASSISTANCE FROM THE PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES IN THE AMOUNT OF \$147,000.00 THROUGH THE COMMUNITY RECREATION AND CONSERVATION PLANNING PROGRAM TO BE USED TOWARDS THE ROXBURY PARK IMPROVEMENT PROJECT WITHIN THE CITY OF JOHNSTOWN.

WHEREAS, The City Council of the City of Johnstown agrees and desires to submit a grant application to the Pennsylvania Department of Conservation and Natural Resources in furtherance of City recreation including the Roxbury Park Improvement Project; and

WHEREAS, the playground located within the City's Roxbury Park is in need of replacement; and

WHEREAS, the grant application will seek \$147,000 to contribute toward the overall Roxbury Park Improvement Project which, if grant funds are awarded, will commence in Spring/Summer 2021 and require the City to ultimately contribute matching funds in amount not to exceed \$47, 117.00 at that time; and

WHEREAS, it is the desire of the City Council to access funding opportunities to help provide recreational assets to residents and visitors to the City of Johnstown; and

NOW THEREFORE IT BE RESOLVED, by the City Council of the City of Johnstown (the Governing Body") that the Interim City Manager and any of his designees are hereby authorized to submit, on behalf of the City, a Grant Application to the Pennsylvania Department of Conservation and Natural Resources in the form presented for the purpose of the installation of a new playground within Roxbury Park, and further authorized to execute all certifications and documentation, and to take all other actions required in connection with the application.


ADOPTED:

April 15, 2020

By the following vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock,
Mr. Vitovich. (7)


Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10280**
as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING AND CONFIRMING A TEMPORARY EXTENSION OF THE PAYMENT DEADLINE FOR THE CITY OF JOHNSTOWN 2020 BUSINESS PRIVILEGE AND MERCANTILE TAX FROM APRIL 15, 2020 TO JULY 15, 2020 CONSISTENT WITH THE EXTENSION GRANTED BY THE UNITED STATES FEDERAL GOVERNMENT AND INTERNAL REVENUE SERVICE TO FEDERAL TAXPAYERS, AND THE COMMONWEALTH OF PENNSYLVANIA FOR STATE TAXPAYERS, IN RESPONSE TO THE STATE OF EMERGENCY CURRENTLY IN EFFECT, AND AUTHORIZING THE INTERIM CITY MANAGER AND HIS DESIGNEES TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE SAME.

WHEREAS, there currently exists a state of emergency occasioned by the proliferation of the COVID-19 virus, which via proclamation of the Governor and local proclamation of a state of emergency by the City of Johnstown, has resulted in the suspension of the provisions of any regulatory Ordinance proscribing the conduct of City business, or the rules, orders, regulations and work directives of any City department if strict compliance with the provisions of the same would in any way hinder, prevent, or delay necessary action in coping with this state of emergency;

WHEREAS, many businesses are not currently in operation or are operating with limited staffing as a result of the state of emergency;

WHEREAS, in response to the state of emergency on March 17, 2020, the Internal Revenue Service issued a statement extending its payment deadline for the 2019 Federal Tax Returns for all taxpayers owing less than one million dollars in taxes from April 15, 2020 to July 15, 2020 including the waiver of all penalty and interest for properly filed and paid taxes and returns by July 15, 2020;

WHEREAS, as of March 18, 2020, the Internal Revenue Service has not issued formal regulations regarding the time to file returns; however, it has announced the extension of time for payment of taxes outstanding;

WHEREAS, the Pennsylvania Department of Revenue announced on March 21, 2020 that the deadline for taxpayers to file their 2019 Pennsylvania personal income tax returns is extended to July 15, 2020;

WHEREAS, the City recognizes the hardship currently placed on many of its businesses by the current state of emergency;

NOW, THEREFORE, BE IT RESOLVED by the City of Johnstown, Pennsylvania, that temporary deadlines for the filing of 2020 Business Privilege and Mercantile Tax Returns be established as follows:

1. The payment deadline for 2020 Business Privilege and Mercantile Taxes for the City are to be consistent with the temporary payment deadlines established by the Internal Revenue Service and Pennsylvania Department of Revenue, and will be July 15, 2020;
2. Any payment made for the 2020 Business Privilege and Mercantile Taxes consistent with the newly established Internal Revenue Service deadline of July 15, 2020 will not accrue penalty and interest. Taxpayers shall be liable for penalty and interest for incorrect returns consistent with past practices of the City.
3. The extended payment deadline will not apply to delinquent taxes or delinquent returns for years prior to 2020 or to Local Services Tax.
4. The City may adjust its filing and payment deadlines without further resolution should the Internal Revenue Service or Pennsylvania Department of Revenue make further adjustments, consistent with past practices. Said adjustments will be posted on the City's website.
5. The Interim City Manager and his designees are authorized to take all necessary actions to effectuate same.

ADOPTED:

April 15, 2020

By the following vote:

Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich,
Mr. Arnone. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10281** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA
RESOLUTION NO. 10282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND APPROVING A SIDEWALK MAINTENANCE AGREEMENT WITH PENNDOT AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND ANY OF HIS DESIGNEES TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City and the Pennsylvania Department of Transportation (PennDOT) have discussed and presented an agreement for the design and construction of certain improvements for sidewalk installation including curbing within specified location(s) within the Roxbury neighborhood of Johnstown, with all said work to be performed by PennDOT, in exchange for the City's agreement to provide for year-round maintenance of said sidewalk; and

WHEREAS, further detail regarding the terms and conditions of the proposed project are outlined in the attached proposed agreement to be entered between the City and PennDOT with specific respect to the implementation of ADA compliant curbs and ramping as discussed therein;


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania that the attached proposed sidewalk maintenance agreement between the City of Johnstown and PennDOT is hereby approved and the Interim City Manager and any of his designees are hereby authorized to take any and all actions necessary to enter into and effectuate same.

ADOPTED: April 15, 2020

By the following vote~

Yeas: Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone,
Mr. Britt. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10282 as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

MUNICIPALITY/AUTHORITY RESOLUTION

RESOLUTION NO. 10282

BE IT RESOLVED by authority of the Johnstown City Council
(Borough Council, Board of Supervisors, etc.)

of the City of Johnstown, Cambria County, and it is
(Municipality) (County)

hereby resolved by authority of the same, that the Interim City Manager of
(Chairman or Designated Title)

said Municipality/Authority be authorized and directed to sign the attached Agreement

on its behalf and the City Clerk be authorized
(Secretary or Designated Title)

and directed to attest the same.

ATTEST:

City of Johnstown

(Name of Municipality)

Nancy J. Cushing City Clerk
(Signature and Title)

BY [Signature] Interim City Manager
(Signature and Title)

I, Nancy J. Cushing, of the City of Johnstown,

do hereby certify that the forgoing is a true and correct copy of the Resolution adopted

No. 10282 at a regular meeting of the

Johnstown City Council held the 15th day

of April 2020.

Date: April 15, 2020.

Nancy J. Cushing City Clerk
(Signature and Title)

(SEAL)

Effective Date: _____
(PennDOT will insert)

County(ies):	<u>Cambria</u>	Agreement #:	<u>097325</u>
Project Short Title:	<u>Franklin Street</u>	MPMS #:	<u>106053</u>
Project (SR & Sec):	<u>SR 3011/001</u>	Federal ID #:	<u>25-6000865</u>

SIDEWALK MAINTENANCE AGREEMENT

This Sidewalk Maintenance Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation (“PennDOT”)

and

City of Johnstown, of the Commonwealth of Pennsylvania, (“Municipality”).

BACKGROUND

PennDOT is authorized to cooperate with political subdivisions of the Commonwealth in the coordination of plans and policies for the development of ground facilities, and is authorized to enter into all necessary contacts and agreements with political subdivisions of the Commonwealth pursuant to Sections 2002(a)(7) and 2001.1 of the Administrative Code of 1929, as amended, 71 P.S. §§512(a)(7) and 511.1.

PennDOT and the Municipality recognize that new construction must be accessible and usable by persons with disabilities; that alterations to existing facilities, within the scope or limits of a project, must provide usability by persons with disabilities to the maximum extent feasible; that existing facilities that have not been altered must not deny access to persons with disabilities; and, that all alteration type projects such as reconstruction, milling, resurfacing, must assess pedestrian needs and improve or upgrade altered existing facilities to the latest ADA standards.

The parties, intending to be legally bound, agree as follows:

1. **Project Location.** PennDOT shall design and construct a project involving improvements at the locations shown below (“Project”). PennDOT has determined sidewalk is appropriate as part of the Project:

County	State Route	Beginning Segment/Offset	Ending Segment/Offset
Cambria	SR 3011/001	0040/2069	0040/2133
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

2. **Construction Plan.** PennDOT shall, with its own forces or by contract, install sidewalk in accordance with plans prepared by PennDOT. Such plans and installation shall comply with the Americans with Disabilities Act (“ADA”), as amended, and its related regulations, and in accordance the guidance set forth in PennDOT Publication 13M, Chapter 6, unless it is structurally impracticable to meet the requirements of the ADA and its related regulations, or there are insurmountable site or technical infeasibilities involved in the design or construction of the pedestrian facilities. Where existing such constraints limit the ability to fully meet the latest ADA standards, the improvements or upgrades must be done to provide access to the maximum extent feasible.
3. **Notice of Completion.** Upon completion of the Project by PennDOT or its contractors, PennDOT will send to the Municipality a written notice of completion.
4. **Maintenance.**
 - a. **Scope.** All references to sidewalk in this Agreement shall include curb ramps and blended transitions included as part of the Project.
 - b. **Municipality to Maintain Sidewalk.** Upon receipt of the written notice of completion the Municipality shall, at its sole cost and expense, provide for year-round maintenance of the sidewalk(s).
 - c. **Level of Service.** Sidewalk shall remain in operable working condition. The Municipality shall maintain those features of facilities and equipment required to be readily accessible to

and usable by persons with disabilities in accordance with 28 CFR § 35.133. The Municipality shall adopt standards and practices ensuring the Municipality's day-to-day operations to keep the pedestrian path of travel open and usable for all persons, including those with disabilities, throughout the year (including snow and debris removal, and maintenance of accessible pedestrian walkways in work zones).

d. **Service Interruptions.** While isolated or temporary interruptions in service or access due to maintenance or repairs may be allowed, the Municipality shall ensure reasonable alternative pedestrian access accommodations for long-term disruptions.

e. **Municipal Sidewalk Ordinances.** The Municipality, by ordinance, may provide its sidewalk maintenance responsibilities under this Agreement shall be performed by adjacent property owners.

f. *This provision is only applicable if the following box is checked:* **Retaining Walls.**

PennDOT shall be responsible for structural maintenance of retaining walls supporting the travelled portion of the state highway available to motor vehicles, and the Municipality shall be responsible for structural maintenance of retaining walls exclusively supporting or whose sole purpose is to support curbing, footways, and sidewalk. The Municipality, to the extent provide for by law, may provide this maintenance responsibility shall be performed by adjacent property owners.

g. *This provision is only applicable if the following box is checked:* **Sidewalks on Bridge.**

PennDOT shall maintain the structural integrity and substructure of the pedestrian facilities to ensure structural integrity of the sidewalk. The Municipality shall remove snow and debris from the sidewalk to ensure the path of travel on pedestrian facilities on the bridge is open and usable for all persons throughout the year. PennDOT and the Municipality shall also maintain accessible pedestrian walkways on bridges in their respective work zones and correct other disruptions each party may cause to such pedestrian walkways with only isolated or temporary disruptions in accessibility. Reasonable alternative pedestrian access accommodations shall be made for long-term disruptions. The Municipality, by ordinance, may provide its sidewalk maintenance responsibilities under this Agreement be performed by abutting property owners.

5. **Term and Termination.**

- a. **Term.** This Agreement shall continue in full force and effect indefinitely, unless terminated as provided in this Agreement. The effective date of this Agreement shall be the date this Agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT shall insert the effective date at the top of Page 1.
 - b. **Termination for Convenience of Non-Appropriation.** The parties may cancel or terminate this Agreement for convenience or non-appropriation until the date the Project is awarded, but not after that date. Each party shall bear the costs it incurred during the time this Agreement was in effect.
 - c. **Termination for Cause.** This Agreement shall not terminate for cause unless the cause renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this Agreement shall not terminate until and unless the dispute is resolved and this Agreement is determined to be void or otherwise unenforceable.
 - d. **Accrued Rights and Obligations.** Termination of this Agreement for any reason shall not release either party from any liability which, at the time of termination, has already accrued to the other party or which is attributable to a period prior to termination, nor preclude either party from pursuing any rights and remedies it may have with respect to any breach of this Agreement.
6. **Liquid Fuels Funds.** If the Municipality fails to perform the terms, conditions, or provisions of this Agreement, PennDOT may withhold the Municipality's Liquid Fuels Tax Fund Allocation to complete necessary work and reimburse PennDOT for the costs due.
7. **Notification of Required Action.** If PennDOT determines repair, maintenance, or other required action is necessary with respect to the sidewalk, PennDOT shall notify the Municipality in writing. The Municipality shall begin necessary work within five calendar days of receipt of PennDOT's notice. The Municipality or its contractor shall provide safeguards to protect the

safety of the traveling public during the work (including work zone traffic control in accordance with PennDOT regulations and publications). The Municipality shall be responsible for promptly completing the necessary work, even if the general maintenance responsibility for the sidewalk has been delegated to adjacent property owners or other parties; however, if a municipal ordinance makes the adjacent property owners financially responsible for the cost of the work, nothing shall prevent the Municipality from seeking reimbursement from them. If the Municipality fails to commence necessary work within this five-day period or fails to prosecute the work diligently to completion, PennDOT may perform the repair, maintenance, or other necessary action at the Municipality's sole cost and expense.

8. **Failure to Make Payment.** Failure by the Municipality to pay PennDOT within 45 days of receipt of an invoice for work performed by PennDOT shall constitute a default. Payment shall be deemed made as follows, according to the manner chosen:
 - a. If made in person, when tendered;
 - b. If made by electronic transfer, as provided by state and federal banking laws and regulations;
 - c. If made by U.S. First Class Mail, postage prepaid, when posted; or
 - d. If made by overnight delivery service having positive tracking, when picked up.

9. **Responsibility for Liability.** PennDOT shall pay for loss, liability or expense, which arises out of or relates to PennDOT's acts or omissions with respect to its obligations under this Agreement, where a final determination of liability on the part of PennDOT is established by a court of law or where settlement has been agreed to by PennDOT. This provision shall not be construed to limit PennDOT's rights, claims or defenses which arise as a matter of law or pursuant to this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or PennDOT. The Municipality shall pay for loss, liability or expense, which arises out of or relates to the Municipality's acts or omissions with respect to its obligations under this Agreement, where a final determination of liability on the part of the Municipality is established by a court of law or where settlement has been agreed to by the Municipality. This provision shall not be construed to limit the Municipality's rights, claims or defenses which arise as a matter of law or pursuant to this Agreement. This provision shall not be construed to limit immunity or defense of the Municipality (including those under the Political Subdivision Tort Claims Act, 42 Pa.C.S. §§ 8541-8564).

10. **Resolutions and Ordinances.** The Municipality shall pass ordinances or resolutions as may be necessary to accomplish the purposes of this Agreement.
11. **Notice.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Except for payments made in accordance with this Agreement, notice shall be deemed given when received.

If to PennDOT:
PennDOT D9-0 ATTN: Bruce Schweitzer
Name
1650 North Juniata Street
Street
Hollidaysburg
City
PA 16648
State Zip
814-696-7198
Telephone
814-696-7149
Fax
bschweitze@pa.gov
Email Address

If to Municipality:

City of Johnstown
Name
401 Main Street
Street
Johnstown
City
PA 15901
State Zip
814-533-2001
Telephone
814-533-2111
Fax
aliston@cojtn.com
Email Address

A party may change its contact information by providing written notice to the other party.

12. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.
13. **Titles Not Controlling.** The titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
14. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.
15. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
16. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
17. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of PennDOT. This provision shall not apply to the transfer of maintenance responsibilities or obligations by the Municipality pursuant to an ordinance as provided for above.
18. **No Third-party Beneficiary Rights.** This Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
19. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of

the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

20. **Integration and Merger.** This Agreement and, if applicable, any attachments or exhibits when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

[The remainder of this page is left blank intentionally.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

Attest: Municipality

BY Nancy J. Cushing 4-20-20
Title: City Clerk Date

BY [Signature] 4-20-20
Title: INTERIM CITY MNGR. Date

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR DEPARTMENT USE ONLY

APPROVED AS TO LEGALITY
AND FORM

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
for Chief Counsel Date

BY _____
Deputy Secretary or designee Date

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA
RESOLUTION NO. 10283

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND ADOPTING THE CITY OF JOHNSTOWN COMPREHENSIVE BLIGHT STRATEGY PLAN AS PRESENTED IN THE BLIGHT TASK FORCE REPORT OF MARCH 2020, AND AUTHORIZING THE INTERIM CITY MANAGER AND HIS DESIGNEES TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT SAME.

WHEREAS, the City of Johnstown assembled a Blight Task Force in 2018 for purposes of developing a Comprehensive Plan to implement effective strategies to address blight in the City of Johnstown; and

WHEREAS, the Blight Task Force, with the assistance of the Pennsylvania Department of Community and Economic Development and the Pennsylvania Housing Alliance has worked diligently to examine and recommend a plan of action to eliminate blight within the City; and

WHEREAS, the City has received a final report of the Blight Task Force dated April 2, 2020 setting forth a Comprehensive Blight Strategy Plan identifying prioritized strategies, recommendations and an action plan to aggressively address and eliminate blight and facilitate reinvestment in the City, as further detailed within the March 2020 Blight Task Force Report;

NOW, THEREFORE, BE IT RESOLVED, be it resolved that the City of Johnstown hereby approves, authorizes and adopts the Comprehensive Blight Strategy Plan as set forth within the final Blight Task Force Report of April 2020, and further authorizes the Interim City Manager and his designees to take any and all action necessary to implement same.

ADOPTED: April 15, 2020

By the following vote~

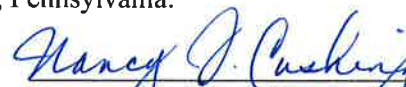
Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10283** as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk