

CITY OF JOHNSTOWN

RESOLUTION NO. 10360 OF 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA CONFIRMING THE CITY'S MINIMUM MUNICIPAL OBLIGATION (MMO) FOR EACH OF THE CITY'S PENSION FUNDS FOR FISCAL YEARS 2020 AND 2021 PURSUANT TO THE "SUPERFUNDING" OF THE UNFUNDED ACTUARIAL ACCRUED LIABILITY (UAAL) WITH A DEPOSIT OF \$19 MILLION INTO THE FUNDS DERIVED FROM A PENSION NOTE; APPROVING THE ELECTION TO ALTER THE FUNDING METHOD FOR ADDRESSING THE (UAAL) TO A 10 YEAR ROLLING AMORTIZATION FOR THE PENSION PLANS PURSUANT TO THE PROVISIONS OF THE MUNICIPAL PENSION PLAN FUNDING STANDARD AND RECOVERY ACT (ACT 205), AS AMENDED; AND CONFIRMING UPDATED ASSUMPTIONS FOR VALUATION REPORTS DATED JANUARY 1, 2021 AS RECOMMENDED BY THE PENSION PLAN ACTUARY.

WHEREAS, the City of Johnstown (the "City") originally established defined benefit pension plans for the benefit of full time police officers, firefighters, and other non-uniformed employees of the City; and

WHEREAS, the defined benefit plans have an annual MMO that includes unfunded actuarial accrued liability (UAAL) that is required to be paid off by way of annual amortization payments in addition to normal casts and administrative costs in accordance with Act 205; and

WHEREAS, the City has issued a \$19 million Pension Note that has been deposited to the pension funds for the purpose of addressing the UAAL for the respective pension funds;

WHEREAS, the deposit of the funds from the Pension Note in 2020 will provide for an immediate reduction in the City's annual amortization payments in accordance with Act 205 for 2020, 2021 and future years; and

WHEREAS, Act 61 of 1997 amended Act 205 of 1984 authorizing a 10-year rolling amortization of all unfunded actuarial accrued liability; and

WHEREAS, the City has determined that the alternate 10-year "rolling" amortization period permitted under Act 205 is a preferable method for paying down the plan's unfunded liability than the current schedule; and

WHEREAS, the City of Johnstown Pension Plans meet the criteria for electing such amortization method; and

WHEREAS, the City understands that this election under Act 205 is irrevocable, and therefore, all future actuarial valuations will reflect the alternate amortization method; and

WHEREAS, the City also wishes to establish and confirm revised assumptions for the completion of future valuations beginning with those dated January 1, 2021;

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED by the Council of the City of Johnstown, and it is hereby RESOLVED AND ADOPTED that:

1. The MMO contributions to the pension funds are hereby adjusted based on the deposit of \$19 million from the Pension Note used to pay down the UAAL as set forth in Exhibit A (attached) and are hereby established as follows:

For 2020

Police Pension Fund	\$473,743
Firefighters Pension Fund	\$507,944
Officers and Employees Fund	\$266,704
Sewer Employees Fund	<u>\$27,254</u>
Total	\$1,275,645

For 2021

Police Pension Fund	\$488,042
Firefighters Pension Fund	\$517,592
Officers and Employees Fund	\$263,665
Sewer Employees Fund	<u>\$25,462</u>
Total	\$1,294,761

2. The City elects to irrevocably commit to apply a 10-year amortization of all unfunded actuarial accrued liabilities of the City of Johnstown Pension Plans beginning with the unfunded liability established for 2020, 2021, and in the January 1, 2021 actuarial valuations of the plans and to all future actuarial valuations of the plans.
3. The City confirms a reduction in the interest rate assumption by .25% (from 7.0% to 6.75%) for all plans as recommended by the Plan Actuary.
4. The City confirms a reduction in the salary increase assumption by .25% (from 4.5% to 4.25% for Fire and Police Plans and from 4.75% to 4.5% for the Officers & Employees Plan, and N/A for the Bureau of Sewage Plan) as recommended by the Plan Actuary.
5. The City confirms the update to mortality rates from RP-2014 to 2010 Public Plans tables (Public Safety rates for Fire and Police Plans, and General Employees rates for Officers & Employees and Bureau of Sewage Plans) with mortality improvement rates starting in 2020 as recommended by the Plan Actuary.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. **10360** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

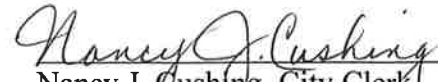

Nancy J. Cushing, City Clerk

Exhibit A

City of Johnstown
Pension Payments with \$19 Million Note Recognized in 2020

Item	Police	Firemen	Officers & Employees	Sewage	Total All Pension Funds
Funding Requirement 2020 MMO	\$1,267,883	\$1,538,675	\$745,603	\$50,940	\$3,603,101
Amortization Payment - 2020 MMO	\$1,014,227	\$1,316,387	\$611,621	\$30,250	\$2,972,485
Amortization Payment (78.3% of Amortization Payment)*	\$794,140	\$1,030,731	\$478,899	\$23,686	\$2,327,456
*(Deposit \$19 million - \$24,250,271 UAAL = 78.3%)					
New 2020 MMO	\$473,743	\$507,944	\$266,704	\$27,254	\$1,275,645
Actual 2020 State Aid					-\$822,280
City Share					\$453,365

City of Johnstown
Pension Payments with \$19 Million Note Recognized in 2020

Item	Police	Firemen	Officers & Employees	Sewage	Total All Pension Funds
Funding Requirement 2021 MMO	\$1,314,877	\$1,622,800	\$748,640	\$55,057	\$3,741,374
Amortization Payment - 2021 MMO	\$1,055,984	\$1,411,504	\$619,381	\$37,797	\$3,124,666
Amortization Payment (78.3% of Amortization Payment)*	\$826,835	\$1,105,208	\$484,975	\$29,595	\$2,446,613
*(Deposit \$19 million - \$24,250,271 UAAL = 78.3%)					
New 2021 MMO	\$488,042	\$517,592	\$263,665	\$25,462	\$1,294,761
Estimated 2021 State Aid					-\$825,000.00
City Share					\$469,761

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10361

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA SELECTING A PROPOSAL FOR RENEWAL OF THE CITY GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE PLAN(S) EFFECTIVE JANUARY 1, 2021 AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY/ALL AGREEMENTS AND NOTICES NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City of Johnstown has received proposals pertinent to the renewal of the City's General Liability and Workers' Compensation insurance plan; and

WHEREAS, the proposals submitted are based on a one-year term commencing January 1, 2021 for the underlying insurance policy and a proposed premium applicable for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, Council wishes to select the General Liability and Workers' Compensation insurance plan proposal and corresponding plan agreement(s) submitted by Arthur J. Gallagher, which submitted the lowest qualified proposal, for the relevant amount of \$502,806 representing overall plan cost and as further detailed in said proposal; and

WHEREAS, the cost of the proposed plan renewal(s) shall be paid out the following line item account number(s):

01.485.35.033.00	Insurance Expense
01.401.19.003.00	Workers Comp
01.402.19.003.00	Workers Comp
01.410.19.003.00	Workers Comp
01.411.19.003.00	Workers Comp
01.412.19.003.00	Workers Comp
01.432.19.003.00	Workers Comp
01.443.19.003.00	Workers Comp
01.455.19.003.00	Workers Comp
01.458.19.003.00	Workers Comp
01.460.19.003.00	Workers Comp

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City of Johnstown hereby selects and approves the proposal of Arthur J. Gallagher, for renewal of the City's General Liability and Workers' Compensation Insurance Plan effective January 1, 2021, at a cost of \$502,806 and further hereby authorizes the Interim City Manager to execute any/all agreements and notices necessary to effectuate same.

ADOPTED:

December 9, 2020

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)

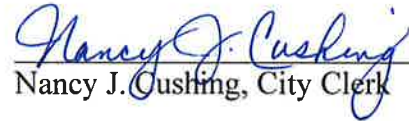


Frank J. Janakovic, Mayor

Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10361** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Insurance | Risk Management | Consulting

**City of Johnstown
2021 Renewal**

	2019	2020	2021		2020	2021	%
	McKee/AmTrust	Travelers/AmTrust	Travelers/AmTrust		Exposures	Exposures	in Exposures
Property & Inland Marine	\$61,492	\$66,467	\$73,163	Blanket Limit - Property	\$80,059,866	\$86,132,890	8%
Crime	included	\$879	\$879	Business Income/Extra Expense	\$1,000,000	\$1,000,000	
Package	\$137,158	see below	see below	Scheduled Equipment Limit	\$1,228,640	\$1,644,944	34%
General Liability	Included in CPK	\$32,612	\$35,290				
Auto	\$92,027	\$66,076	\$58,786				
Law Enforcement	Included in CPK	\$48,671	\$44,565				
Public Entity Mgmt Liab.	Included in CPK	\$21,097	\$25,162				
Umbrella	\$26,767	\$20,799	\$21,513				
Total Package Premium	\$317,444	\$256,601	\$259,358	Privacy Liability Limit	\$1,000,000	\$1,000,000	
Cyber Liability	\$10,005	\$5,483	\$6,852	Social Engineering Limit	\$250,000	\$250,000	
Workers' Compensation	\$285,888	\$285,687	\$236,596	Cyber Deductible	\$5,000	\$5,000	
				Social Engineering Deductible	\$10,000	\$10,000	
Grand Total	\$613,337	\$547,771	\$502,806	Total Payroll	\$6,559,020	\$6,690,202	2%
				Exp Mod	0.831	1.039	25%
				Safety Committee Credit	-5%	-5%	
				Scheduled Debit/Credit	25% Debit	8% Credit	

IMPORTANT NOTES

QUOTE CONTINGENCIES

1) All Package Lines must be bound together - cannot pick and choose various coverages from the package lines (Travelers).

Payment Plans

Travelers: Quarterly installments
AmTrust: Downpayment + 9 equal installments
Cyber: Annual payment

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO MAKE ANY/ALL LINE ITEM ADJUSTMENTS NECESSARY FOR THE MONTH OF DECEMBER 2020 TO BRING SAID LINE ITEMS INTO A POSITIVE BALANCE, SUBJECT TO A LIMIT OF THE AMOUNT OF TOTAL EXPENDITURES BUDGETED FOR THE 2020 CALENDAR YEAR.

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED by the City Council of the City of Johnstown, Pennsylvania and it is hereby RESOLVED AND ADOPTED as follows:

1. THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE IS AUTHORIZED TO MAKE ANY/ALL LINE ITEM ADJUSTMENTS NECESSARY FOR THE MONTH OF DECEMBER 2020 TO BRING SAID LINE ITEMS INTO A POSITIVE BALANCE RELATIVE TO THE TOTAL EXPENDITURES BUDGETED FOR THE 2020 CALENDAR YEAR.
2. THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE IS LIMITED TO MAKING ADJUSTMENTS THAT ARE AND REMAIN WITHIN THE TOTAL AMOUNT OF EXPENDITURES BUDGETED FOR THE 2020 YEAR, AND MAY NOT MAKE ANY ADJUSTMENTS THAT WOULD EXCEED BEYOND THE TOTAL AMOUNT OF EXPENDITURES BUDGETED FOR THE 2020 YEAR.
3. THE INTERIM CITY MANAGER SHALL PROVIDE A REPORT TO THE CITY COUNCIL OF THE ADJUSTMENTS THAT WERE MADE IN DECEMBER 2020 PURSUANT TO THIS RESOLUTION. THIS REPORT WILL BE PROVIDED AT THE JANUARY 2021 COUNCIL MEETING AND WILL INCLUDE LINE ITEM ADJUSTMENTS WITHIN A DEPARTMENTS AS WELL AS ADJUSTMENTS FROM ONE DEPARTMENT TO ANOTHER AS ARE TYPICALLY ADDRESSED AND HEREBY AUTHORIZED BY RESOLUTION.

RESOLVED AND ADOPTED this 9th day of December, 2020.

ADOPTED: December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct of Resolution No. **10362** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A GRANT AGREEMENT WITH THE COUNTY OF CAMBRIA UNDER THEIR CORONAVIRUS RELIEF PROGRAM, FOR A MAXIMUM GRANT AMOUNT OF \$26,553.19 TO BE USED FOR REIMBURSEMENT OF CITY CORONAVIRUS-RELATED EXPENSES AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the County of Cambria was provided funding through the federal CARES ACT to make grants available to support local governments, businesses, and non-profit organizations with Covid-19 expenses and financial loss; and

WHEREAS, the City of Johnstown submitted a grant request to the County of Cambria and has been awarded a maximum of \$26,553.19 through the County's Coronavirus Relief Program for previous Covid-19 expenses;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Grant Agreement with the County of Cambria, for Twenty-six thousand and five hundred and fifty-three dollars and nineteen cents (\$26,553.19).and further directs and authorizes the Interim City Manager and/or his designee to execute and take any/all actions necessary to effectuate same.

ADOPTED:

December 9, 2020

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti. (1)



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. 10363 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CORONAVIRUS RELIEF FUND RECIPIENT AGREEMENT

THIS AGREEMENT made this 13th day of November 2020, by and between the **COUNTY OF CAMBRIA**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,”

AND

The City of Johnstown, a City having its headquarters and principal business office in Cambria County, hereinafter referred to as “Recipient.”

The County and the Recipient separately shall be referred to as a “Party” and collectively shall be referred to as the “Parties.”

RECITALS:

WHEREAS, Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which became law on March 27, 2020, establishes a Coronavirus Relief Fund; and

WHEREAS, the CARES Act requires that Coronavirus Relief Fund money be used for expenditures that (1) were necessary expenditures incurred due to the COVID-19 public health emergency; (2) were not accounted for in the budget most recently approved as March 27, 2020; and (3) were incurred, on a cash basis, during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the County received Coronavirus Relief Fund money from the Commonwealth of Pennsylvania under Act 24 of 2020, which funding was distributed to the Commonwealth by the United States Department of the Treasury (“U.S. Treasury”); and

WHEREAS, the County is distributing Coronavirus Relief Fund money to eligible entities for permissible expenditures; and

WHEREAS, the Coronavirus Relief Fund money spent on impermissible purposes or that is not spent by December 30, 2020 is subject to repayment to the U.S. Treasury; and

WHEREAS, the County has placed a July 31, 2020 deadline on the expenditure of Coronavirus Relief Fund money distributed by the County; and

WHEREAS, Recipient has submitted an application (“Application”) to receive Coronavirus Relief Fund money from the County for certain purposes specified in Recipient’s Application; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is mutually acknowledged, and intending to be bound, the Parties agree as follows:

1. RECITALS

The Recitals are incorporated herein by reference, as if fully set forth in the body of this Agreement.

2. PURPOSE

The purpose of this Agreement is to provide for the distribution of Coronavirus Relief Fund money under Act 24 of 2020 to Recipient for uses identified in the Application and permitted by the County; the CARES Act, as may be amended; Act 24, as may be amended; and related guidance from the U.S. Treasury and the Commonwealth, as may be amended.

3. CONDITIONS

Recipient will receive Coronavirus Relief Fund money from the County on a reimbursement basis not to exceed \$26,553.19. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives will be spent in accordance with the purposes set forth in its Application and in compliance with the CARES Act and related guidance issued by the United States government and the Commonwealth of Pennsylvania, including applicable future amendments to statutory provisions or related federal or state guidance, and in accordance with the limitations outlined in this Agreement. Recipient agrees that Coronavirus Relief Fund money will be spent solely on expenditures that meet all of the following requirements:

- Expenditures that are necessary expenditures incurred due to the COVID-19 public health emergency.
- Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (not including any amendments or supplemental budgets passed in response to the COVID-19 public health emergency).
- Expenditures that will be incurred between March 1, 2020 and July 31, 2020.

4. CATEGORIES OF PERMISSIBLE EXPENDITURES

Recipient acknowledges that the County has limited expenditures of Coronavirus Relief Fund money received from the County to the following types of expenditures:

1. COVID-19 related medical expenses such as:
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including blood sample testing.

- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

2. Public health expenses such as:

- Expenses for communicating COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses for enforcing COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses to purchase and distribute Personal Protective Equipment (“PPE”), sanitizing products, and other similar medical and protective supplies needed to reduce the risk of COVID-19 exposure for police officers, direct service providers who work with older adults or individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas or facilities such as public or private nursing homes in your community, in response to the COVID-19 public health emergency.
- Expenses for providing technical assistance to other entities related to mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19. Examples include costs of placing barriers or fences to enforce social distancing or closures at public parks or other public facilities or installing Plexiglas shields and hand sanitizer pumps in public facilities.
- Expenses for quarantining individuals.

3. Where the statutory requirements have been met, certain payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable groups, to enhance compliance with COVID-19 public health precautions.
- Expenses to improve telework capabilities for governmental employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing Families First Coronavirus Response Act benefits under the Emergency Paid Sick Leave Act and the Emergency Paid Family and Medical Leave Expansion Act to governmental employees in order to further compliance with COVID-19 public health recommendations and precautions.
- Expenditures for care for homeless populations made to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses related to providing economic support in connection with the COVID-19 public health emergency, such as:

- Unemployment compensation costs related to the COVID-19 public health emergency if those costs will not be reimbursed by the federal government through the CARES Act or otherwise.

6. Other COVID-19-related expenses that the County determines are reasonably necessary to the function of government that satisfy the statutory eligibility criteria for the use of Coronavirus Relief Fund money.

Goods and services purchased with Coronavirus Relief Fund money must be received or provided no later than December 30, 2020. Recipient acknowledges that this requirement is mandatory and agrees to include provisions indicating that time is of the essence and that this deadline is mandatory in all agreements with providers of good and services.

5. ADDITIONAL PROHIBITED CATEGORIES OF EXPENDITURES

Recipient acknowledges that Coronavirus Relief Fund money distributed by the County may only be used for the purposes identified in the immediate preceding section. In addition to expenditures that do not meet all three CARES Act conditions outlined above or fall within the categories of expenditures permitted by the County. Recipient acknowledges that federal CARES Act guidance issued by the U.S. Treasury prohibits the use of Coronavirus Relief Fund money to fill shortfalls in governmental revenue, including but not limited to by making expenditures that do not otherwise qualify for the use of Coronavirus Relief Fund money, and that Coronavirus Relief Fund money may not be used to reimburse portions of an expense that are also being reimbursed by another federal or state funding source. Recipient further acknowledges that prohibited uses of Coronavirus Relief Fund money include, but are not limited to, the following types of expenditures:

- Damages covered by insurance.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses that have been or will be reimbursed under any federal programs or other sources.

- Reimbursement for donated items or services.
- Workforce bonuses other than payments such as overtime or hazard pay for employees substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Severance pay.
- Legal settlements.
- Expenditures not in compliance with any other limitations or requirements that have been or will be established by the County, the Commonwealth, applicable law, applicable regulations, or applicable CARES Act or Act 24 guidance.

6. REPAYMENT

Any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by Cambria County because Recipient did not spend it in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient.

7. RETENTION OF RECORDS

Recipient is obligated to retain records relating to the use of Coronavirus Relief Fund money, including, but not limited to, invoices, contracts, receipts, purchase orders, correspondence, records demonstrating that funds were spend for purposes permitted by the CARES Act and related federal guidance, and other records documenting Coronavirus Relief Fund expenditures. Such records shall be made available to representatives of Cambria County upon request and in the format requested by the County.

8. INTEREST BEARING ACCOUNTS

Coronavirus Relief Fund money received by Recipient may be placed in an interest bearing account pursuant to guidance issued by the U.S. Treasury, provided that any interest generated by such funds or other proceeds of such investments must be spent on purposes permitted by this Agreement, the Coronavirus Relief Fund provisions of the CARES Act, and related federal guidance and must be so spent no later than December 30, 2020.

9. FEDERAL SINGLE AUDIT ACT AND UNIFORM GUIDANCE

Recipient acknowledges that guidance issued by the U.S. Treasury indicates that Coronavirus Relief Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Recipient further acknowledges that Fund payments to Recipient count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements and that Recipient would be subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) if Recipient spends \$750,000 or more in federal awards during its fiscal year. Recipient further acknowledges that CFDA Number for this federal funding is 21.109.

10. RESOLUTION

Recipient will adopt or pass a lawfully adopted written resolution or similar action approving this Agreement and authorizing the filing of the Application and authorizing the individual who signs this Agreement to execute this Agreement on behalf of Recipient, to act as its representative with respect to the Application, and to provide such additional information as may be required.

11. NONWAIVER

A. A failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

B. Additionally, a failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

12. TERMINATION; CUMULATIVE REMEDIES

A. This Agreement may be terminated for any reason by the County upon thirty (30) days written notice to Recipient.

B. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Recipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

13. TERM

This Agreement shall enter into effect as of November 13, 2020, and unless sooner terminated pursuant to Paragraph 12 hereof, shall expire when the County, in its discretion, determines that the expenditure of Coronavirus Relief Fund money and Recipient's obligations under this Agreement, including those relating to review of expenditures, if any, by the U.S. Treasury have been completed.

14. NOTICES

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this Agreement shall be sent to the respective Parties as follows:

1. As to the County:
Michael Gelles
Chief Clerk / County Manager
Cambria County Courthouse
200 S. Center Street
Ebensburg, PA 15931

Or to such other person or address as the County may from time to time designate in writing.

2. As to the Recipient:
John Dubnansky
401 Main Street Johnstown, PA 15901

or to such other person or address as the Recipient may from time to time designate in writing.

15. NO PERSONAL LIABILITY

No elected official, officer, appointee, agent or employee of County or Recipient, shall be charged personally or held contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach hereof or because of its or their execution, approval, or attempted execution of this Agreement.

16. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

17. SEVERABILITY

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. MERGER; MODIFICATION OR AMENDMENT

A. The Parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the Parties with respect to the subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the Parties.

C. The Recipient agrees that no representations or warranties shall be binding upon County unless expressed in writing herein or in a duly executed amendment or change order hereof.

19. APPLICABLE LAW; VENUE

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The Parties agree that the state and federal courts sitting in Cambria County, Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

20. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Recipient, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

21. COMPLIANCE WITH APPLICABLE LAWS

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, guidance, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“Applicable Laws”) that relate to its obligations under this Agreement. Recipient agrees to comply with all Applicable Laws, including but not limited to applicable bidding and procurement requirements, applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, and other Applicable Laws. Recipient shall not discriminate on the basis of race, religion, age, gender, national origin, disability, or any other unlawful basis with respect to its use of Coronavirus Relief Fund money received from the County.

22. BINDING EFFECT

This Agreement will be binding upon and shall inure to the benefit of the County and the Recipient and their respective authorized successors and assigns, if any.

23. AUTHORIZATION

A. Recipient represents and warrants that its signatory has been duly authorized to execute this Agreement on its behalf.

B. This Agreement is entered into by the County pursuant to the June 24th, 2020 resolution passed by the Board of Commissioners authorizing the COVID-19 County Relief Block Grant Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto set their hands and seals the day and year first above written.

WITNESS

City of Johnstown

Nancy J. Cushing

By: [Signature]

Title: Interim City Manager

COUNTY OF Cambria

ATTEST

By: _____
President Commissioner

By: _____
Commissioner

By: _____
Commissioner

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10364

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECSESARY TO EFFECTUATE AN AGREEMENT WITH THE JOHNSTOWN HOUSING AUTHORITYI FOR THE PROVISION OF POLICE SERVICES FOR THE VINE STREET, FULTON I. CONNOR & TOWN HOUSE TOWERS CONTINGENT UPON FINAL REVIEW OF THE CITY SOLICITOR.

WHEREAS, The Johnstown Housing desires to purchase Police Services from the City of Johnstown Police Department to patrol the areas known as the Vine Street Tower, Fulton Conner Tower & Town House Tower; and

WHEREAS, the Johnstown Housing Authority makes funds available from their Capital Fund Budget for patrol and drug elimination activities in the above-mentioned communities, and

WHEREAS, the Johnstown Housing Authority agrees to pay the City of Johnstown \$67,571.00 for services and hours identified in the attached contract for Housing Communities in the City of Johnstown for the 2021 Fiscal Year, and

WHEREAS, the City of Johnstown Police Department is trained and equipped to handle this request, and it is the desire of the City of Johnstown to provide these services in accordance with the agreement that the Johnstown Housing Authority has presented.

NOW THEREFORE IT BE RESOLVED, that the City Council of the City of Johnstown, Pennsylvania hereby authorizes the Interim City Manager to execute and take any/all actions necessary to effectuate an agreement with the Johnstown Housing Authority for the provision of Police Services from the City of Johnstown Police Department to patrol the areas known as the Vine Street Tower, Fulton Conner Tower & Town House Tower, contingent upon final review of the City Solicitor.

ADOPTED:

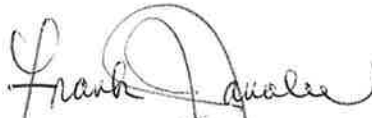
December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. 10364 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2021 by and between the **JOHNSTOWN HOUSING AUTHORITY**, a state agency, existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Authority"),

AND

CITY OF JOHNSTOWN, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Authority desires to implement management improvements to its community housing developments known as the Vine Street Tower, Fulton I. Connor Tower and Town House Tower all located within the City of Johnstown, County of Cambria and State of Pennsylvania; and,

WHEREAS, the City currently provides police protection to the Vine Street Tower, Fulton I. Connor Tower and Town House Tower as it is required pursuant to the local governmental Cooperation Agreement; and,

WHEREAS, the Authority wishes to use its' Capital Fund Program funds for security activities at Vine Street Tower, Fulton I. Connor Tower and Town House Tower; and

WHEREAS, the Authority desires the implementation through the provision of additional hours of police protection and security

measures be taken for the residents of Vine Street Tower, Fulton I. Connor Tower and Town House Tower; and

NOW, THEREFORE, for and in consideration of the promises which are incorporated and the mutual promises, covenants, and agreements hereinafter set forth, the Authority and the City, with intent to be legally bound, agree as follows:

1. The City agrees that it will provide, for a period of one (1) year, beginning January 1, 2021 a full-time certified police officer to patrol the Vine Street Tower, Fulton I. Connor Tower and Town House Tower.

(a) The patrol officer will patrol as follows: from 8:00 p.m. to 4:00 a.m., Sunday through Thursday, eight (8) hours per day, the officer will cover Vine Street Tower, Fulton I. Connor Tower and Town House Tower. (SEE ATTACHMENT A)

(b) Additional foot patrols will be provided over weekends as routine Cooperation Agreement services.

(c) The officer would not be allowed to respond to calls outside the Vine Street Tower, Fulton I. Connor Tower and Town House Tower except in the cases of extreme emergencies. This period of time would then be deducted from any payments to be made by the Authority to the City.

(d) This will allow an officer to be available at all sites to take complaints immediately and respond to residents' request.

(e) The Authority will make available an office at each community so that the police officer can be available to meet with

residents and take any complaints.

2. In consideration for the provision of additional police service for the Vine Street Tower, Fulton I. Connor Tower and Town House Tower, and for performance of all other obligations undertaken by the City pursuant to this Agreement, the Authority agrees to pay the total sum not in excess of Sixty Seven Thousand Five Hundred Seventy One Dollars and 00/100 (\$67,571.00), paid over a one (1) year period as set forth hereafter:

a. Payments to the City pursuant to this Agreement shall only cover Capital Fund Program eligible police services provided to the Authority by the City Police Department pursuant to Section 1, and subsection (a) (b) (c) (d) (e) of Section 1 of this Agreement.

3. The City will have the affirmative obligation of documentation to the Authority that the services are capital fund-eligible and that no part of any payment made by the Authority pursuant to this Agreement are used for the payment of policy liability insurance or any type of equipment used in law enforcement. Payments to the City pursuant to this Agreement shall be used by the City in compliance with the provisions of the Comprehensive Grant Handbook.

4. It is agreed between the Authority and City that meetings between a representative of the Authority and the Chief of the City Police Department will be held as needed or by request to review the operation and implementation of this Agreement.

5. If after the end of one (1) year funds are still available from HUD to the Authority and the City continues to perform under this Agreement and agrees to a continuation of this agreement the Authority will renew the Agreement as long as the City performs and grant funds are available. The cost will be negotiated between the parties at that time.

6. The City shall implement a procedure sufficient to accurately document the additional police services provided. Such procedure shall include daily preparation of time sheets and documentation of written work assignments. The City will provide the Authority with a monthly report of the hours charged against the payments made by the Authority. The aforementioned documentation must be submitted with the monthly invoice by the 10th day of the month, beginning February 10, 2021.

7. Between the dates these reports are due, the Authority shall have the right to inspect all time sheets and work assignment and other documentation, upon twenty-four (24) hours notice to the City.

8. The City's additional hours of police services at Vine Street Tower, Fulton I. Connor Tower and Town House Tower to be provided pursuant to this Agreement will include but shall not be limited to:

- a. Foot patrol;
- b. Monitoring of parking and other areas;
- c. Undercover surveillance and investigation, to be provided

in order to identify and bring to prosecution individuals conducting illegal activity;

- d. Patrol by automobile;
- e. Drug prevention; and
- f. Court appearances.

9. The City will share information obtained pursuant to this Agreement with the state police or other law enforcement bodies engaged in enforcement of illegal drug activity and other criminal activities.

10. The City will be required to share information obtained pursuant to these services provided under this Agreement with Authority management as to particular housing units and individuals observed to be conducting illegal activities at the Vine Street Tower, Fulton I. Connor Tower and Town House Tower. This information shall include, but not be limited to activities which constitute lease violations or criminal violations.

11. The City's Police Officers shall have full police powers and are to be fully certified, trained, properly equipped, and uniformed; they are to be employees of the City, which will supervise and direct its officers.

12. The City shall carry public liability, workmen's compensation, unemployment compensation and vehicle liability insurance and such other necessary and proper insurance.

13. The City's Police Officers shall be available as witnesses and give testimony in judicial hearings.

14. The City shall maintain and retain for inspection accurate books, records, and documents that pertain to costs, labor and expenses, and be in such detail to reflect all expenditures incurred under this Agreement; such books, records and documents shall be kept in accordance with generally accepted accounting principals and be preserved for at least three (3) years beyond expiration of this Agreement.

15. If the City defaults in the performance of this Agreement or materially breaches any of its provisions, the Authority shall have the option to terminate this Agreement and the City must provide monetary restitution for ineligible expenditures.

16. The Authority must give written notification of its election to terminate and of restitution due by registered or certified mail to the City.

17. The following actions will constitute material breaches of this Agreement by the City:

a. Failure to adequately document additional police protection as required;

b. Failure to provide the promised additional police protection; and

c. Billing the Authority for services which are determined to be non-capital fund-eligible services.

18. This Agreement may be terminated by the City in the event that the Authority has failed to pay any installments due under this Agreement for a period in excess of ten (10) days from the

date the installment is due, by giving thirty (30) days written notice of intention to terminate to the Authority. Such notice shall be given by registered or certified mail to the Authority. Termination will not take effect, and the City shall be required to be obligated to perform under this Agreement until the Authority fails to make all the required payments within thirty (30) days of receipt of the Notice of intention to terminate.

19. It is understood by the parties that no agency relationship exists with regard to law enforcement services provided pursuant to this Agreement, and that the City remains solely responsible for the actions of its police department in the performance of the services rendered hereunder.

20. It is acknowledged by the parties that this Agreement shall not become effective until it is approved by the U.S. Department of Housing and Urban Development (HUD). The purpose of this Agreement is to provide additional police protection for the Vine Street Tower, Fulton I. Connor Tower and Town House Tower of the Johnstown Housing Authority. In the event that the Capital Fund Program funding is reduced, eliminated, or otherwise terminated by HUD during the term of this Agreement, the Authority may elect to terminate this Agreement, effective after sixty (60) days written notice and verification to the City of the reduction, elimination, or termination of the Capital Fund Program payments. The Authority shall be liable to the City solely for the extra police protection of the Capital fund Program eligible services

performed by the City in compliance with this Agreement up to the date the termination is effective.

21. This Agreement contains the entire understanding of the parties with respect to the matters of the additional police service. No other agreement, statement, or promise made by any party, or any employees, officer, or agent of any party, which is not contained in this Agreement shall be binding and/or valid.

22. If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. The validity of this Agreement, and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.

24. Any notice to be given hereunder by either party or to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail. Notice to the City shall be made to City of Johnstown, City Hall, Corner of Main and Market Street, Johnstown, Pennsylvania 15901, and to the Authority at P.O. Box 419, Johnstown, Pennsylvania 15907.

Executed this 9th day of December, 2020 by and between the
Johnstown Housing Authority and the City of Johnstown at Johnstown,
Pennsylvania, with intent to be legally bound.

ATTEST:

By Michal P. Allato

SEAL

JOHNSTOWN HOUSING AUTHORITY:

By Beverly A. Sipes
Beverly A. Sipes
Acting Executive Director/
Contracting Officer

ATTEST:

By Nancy J. Cushing
Nancy J. Cushing

SEAL

CITY OF JOHNSTOWN:

By [Signature]
Acting City Manager

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10365

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESARY TO EFFECTUATE AN AGREEMENT WITH THE JOHNSTOWN HOUSING AUTHORITYI FOR THE PROVISION OF POLICE SERVICES FOR THE SOLOMON, PROSPECT, COOPERSDALE & OAKHURST COMMUNITIES CONTINGENT UPON FINAL REVIEW OF THE CITY SOLICITOR.

WHEREAS, The Johnstown Housing desires to purchase Police Services from the City of Johnstown Police Department to patrol the areas known as the Solomon, Prospect, Coopersdale and Oakhurst Communities, and

WHEREAS, the Johnstown Housing Authority makes funds available from their Capital Fund Budget for patrol and drug elimination activities in the above-mentioned communities, and

WHEREAS, the Johnstown Housing Authority agrees to pay the City of Johnstown \$298,434.00 for services and hours identified in the attached contract for Housing Communities in the City of Johnstown for the 2021 Fiscal Year, and

WHEREAS, the City of Johnstown Police Department is trained and equipped to handle this request, and it is the desire of the City of Johnstown to provide these services in accordance with the agreement that the Johnstown Housing Authority has presented.

NOW THEREFORE IT BE RESOLVED, that the City Council of the City of Johnstown, Pennsylvania hereby authorizes the Interim City Manager to execute and take any/all actions necessary to effectuate an agreement with the Johnstown Housing Authority for the provision of Police Services from the City of Johnstown Police Department to patrol the areas known as the Solomon, Prospect, Coopersdale and Oakhurst Communities, contingent upon final review of the City Solicitor.

ADOPTED:

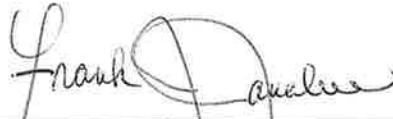
December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. 10365 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2021 by and between the **JOHNSTOWN HOUSING AUTHORITY**, a state agency, existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Authority"),

AND

CITY OF JOHNSTOWN, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Authority desires to implement management improvements to its community housing projects known as Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community, all located within the City of Johnstown, County of Cambria and State of Pennsylvania; and,

WHEREAS, the City currently provides police protection to the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community as it is required pursuant to the local governmental Cooperation Agreement; and,

WHEREAS, the Authority is experiencing criminal and illegal drug activities in its Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community; and,

WHEREAS, the Authority wishes to use its' Capital Fund Program funds for drug elimination activities at its Solomon Community,

Prospect Community, Coopersdale Community, and Oakhurst Community;
and

WHEREAS, the Authority desires the implementation through the provision of additional hours of police protection and anti-drug measures be taken for the residents of the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community, designed to prevent the abuse of drugs and alcohol among the residents of the various communities; and

NOW, THEREFORE, for and in consideration of the promises which are incorporated and the mutual promises, covenants, and agreements hereinafter set forth, the Authority and the City, with intent to be legally bound, agree as follows:

1. The City agrees that it will provide, for a period of one (1) year, beginning January 1, 2021 two (2) additional patrol zones. One of the patrol zones would be the Solomon Community and the Prospect Community. The second patrol zone would be the Coopersdale Community and the Oakhurst Community.

(a) The patrol zones will be manned in accordance with the attached schedule. (See EXHIBIT A and EXHIBIT C)

(b) The cost of additional police officers would be approximately \$298,434.00 per year.

(c) Officers would not be allowed to respond to calls outside the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community except in the cases of extreme emergencies. This period of time would then be deducted from any payments to be

made by the Authority to the City.

(d) This will allow an officer to be available at all sites to take complaints immediately and respond to residents' request.

(e) The Authority will make available an office at each community so that the police officer can be available to meet with residents and take any complaints.

2. In consideration for the provision of additional police service for the Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community, and for performance of all other obligations undertaken by the City pursuant to this Agreement, the Authority agrees to pay the total sum not in excess of Two Hundred Ninety Eight Thousand Four Hundred Thirty Four Dollars and 00/100 (\$298,434.00), paid over a one (1) year period as set forth hereafter:

a. Payments to the City pursuant to this Agreement shall only cover Capital Fund Program eligible police services provided to the Authority by the City Police Department pursuant to Section 1, and subsection (a) (b) (c) (d) and (e) of Section 1 of this Agreement.

b. Twelve (12) monthly installments of a maximum of Twenty Four Thousand Eight Hundred and Sixty Nine Dollars and 50/100 (\$24,869.50) per month.

c. Installments beginning February 10, 2021, and on the 10th of each month thereafter, in consideration for all additional police services and all Capital Fund Programs eligible services provided by the City between January 1, 2021 and December 31, 2021.

d. The first installment of February 10, 2021 shall be Twenty Four Thousand Eight Hundred and Sixty Nine Dollars and 50/100 (\$24,869.50). Thereafter monthly payments shall be based upon the actual Capital Fund Program eligible payments based upon the services provided for the previous months.

3. The City will have the affirmative obligation of documentation to the Authority that the services are Capital Fund grant-eligible and that no part of any payment made by the Authority pursuant to this Agreement are used for the payment of policy liability insurance or any type of equipment used in law enforcement. Payments to the City pursuant to this Agreement shall be used by the City in compliance with the provisions of the Comprehensive Grant Handbook. (See attached EXHIBIT B)

4. It is agreed between the Authority and City that meetings between a representative of the Authority and the Chief or designee of the City Police Department will be held as needed or by request to review the operation and implementation of this Agreement.

5. If after the end of one (1) year funds are still available from HUD to the Authority and the City continues to perform under this Agreement and agrees to a continuation of this agreement the Authority will renew the Agreement as long as the City performs and grant funds are available. The cost will be negotiated between the parties at that time.

6. The City shall implement a procedure sufficient to accurately document the additional police services provided and

provide such documentation to the Authority on a monthly basis. Such procedure shall include daily preparation of time sheets and documentation of written work assignments of which copies will be provided each month to the Authority, along with a monthly report of the hours charged against the payments made by the Authority. The aforementioned documentation must be submitted with the monthly invoice by the 10th day of the month, beginning February 10, 2021.

7. Between the dates these reports are due, the Authority shall have the right to inspect all time sheets and work assignment and other documentation, upon twenty-four (24) hours written notice to the City.

8. The City's additional hours of police services at the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community to be provided pursuant to this Agreement will include but shall not be limited to:

- a. Foot patrol;
- b. Monitoring of parking and other areas believed to be sites for illegal drug transactions;
- c. Undercover surveillance and investigation, to be provided in order to identify and bring to prosecution individuals conducting illegal activity;
- d. Patrol by automobile;
- e. Drug prevention; and
- f. Court appearances.

9. The City will share information obtained pursuant to this

Agreement with the state police or other law enforcement bodies engaged in enforcement of illegal drug activity and other criminal activities.

10. The City will be required to share information obtained pursuant to these services provided under this Agreement with Authority management as to particular housing units and individuals observed to be conducting illegal activities at the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community. This information shall include, but not be limited to activities which constitute lease violations or criminal violations.

11. The City's Police Officers shall have full police powers and are to be fully certified, trained, properly equipped, and uniformed; they are to be employees of the City, which will supervise and direct its officers.

12. The City shall carry public liability, workmen's compensation, unemployment compensation and vehicle liability insurance and such other necessary and proper insurance.

13. The City's Police Officers shall be available as witnesses and give testimony in judicial hearings.

14. The City shall maintain and retain for inspection accurate books, records, and documents that pertain to costs, labor and expenses, and be in such detail to reflect all expenditures incurred under this Agreement; such books, records and documents shall be kept in accordance with generally accepted accounting

principals and be preserved for at least three (3) years beyond expiration of this Agreement.

15. If the City defaults in the performance of this Agreement or materially breaches any of its provisions, the Authority shall have the option to terminate this Agreement and the City must provide monetary restitution for ineligible expenditures.

16. The Authority must give written notification of its election to terminate and of restitution due by registered or certified mail to the City.

17. The following actions will constitute material breaches of this Agreement by the City:

a. Failure to adequately document additional police protection as required;

b. Failure to provide the promised additional police protection; and

c. Billing the Authority for services which are determined to be non-comprehensive grant-eligible services.

18. This Agreement may be terminated by the City in the event that the Authority has failed to pay any installments due under this Agreement for a period in excess of ten (10) days from the date the installment is due, by giving thirty (30) days written notice of intention to terminate to the Authority. Such notice shall be given by registered or certified mail to the Authority. Termination will not take effect, and the City shall be required to be obligated to perform under this Agreement until the Authority

fails to make all the required payments within thirty (30) days of receipt of the Notice of intention to terminate.

19. It is understood by the parties that no agency relationship exists with regard to law enforcement services provided pursuant to this Agreement, and that the City remains solely responsible for the actions of its police department in the performance of the services rendered hereunder.

20. It is acknowledged by the parties that this Agreement shall not become effective until it is approved by the U.S. Department of Housing and Urban Development (HUD). The purpose of this Agreement is to provide additional police protection for the Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community of the Johnstown Housing Authority. In the event that the Capital Fund Program funding is reduced, eliminated, or otherwise terminated by HUD during the term of this Agreement, the Authority may elect to terminate this Agreement, effective after sixty (60) days written notice and verification to the City of the reduction, elimination, or termination of the Capital Fund Program payments. The Authority shall be liable to the City solely for the extra police protection of the Capital Fund Program eligible services performed by the City in compliance with this Agreement up to the date the termination is effective.

21. This Agreement contains the entire understanding of the parties with respect to the matters of the additional police service. No other agreement, statement, or promise made by any

party, or any employees, officer, or agent of any party, which is not contained in this Agreement shall be binding and/or valid.

22. If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. The validity of this Agreement, and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.

24. Any notice to be given hereunder by either party or to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail. Notice to the City shall be made to City of Johnstown, City Hall, Corner of Main and Market Street, Johnstown, Pennsylvania 15901, and to the Authority at P.O. Box 419, Johnstown, Pennsylvania 15907.

Executed this 9th day of December, 2020 by and between the Johnstown Housing Authority and the City of Johnstown at Johnstown, Pennsylvania, with intent to be legally bound.

ATTEST:

By Michelle P. Attb

SEAL

JOHNSTOWN HOUSING AUTHORITY:

By Beverly A. Sipes

Beverly A. Sipes
Acting Executive Director/
Contracting Officer

ATTEST:

By Honey J. Cushing

SEAL

CITY OF JOHNSTOWN:

By [Signature]

Acting City Manager

EXHIBIT A

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DAYLIGHT		10A-3PM	10A-3PM	10A-3PM	10A-3PM	10A-3PM	
4PM-12PM	1	1	1	1	1	2	2
8PM-4AM	2	2	2	3	3	3	2
12AM-8AM	3	4	4	4	4	4	3

*Single Coverage from 4 PM - 8 PM & 4 AM - 8 AM

may include, but are not limited to, activities such as project area needs surveys or other developmental activities directly related to carrying out the modernization. Business development or operating financial assistance may be funded through revolving loan funds, following the issuance of guidance from Headquarters.

4-10 RESIDENT MANAGEMENT COSTS. Technical assistance to a Resident Council (RC) or Resident Management Corporation (RMC), as defined in §964.7 for PHAs, or Resident Organization (RO) or RC, as defined in §905.355 for IHAs, is an eligible cost. For additional information, refer to §964.45 or §905.355. In addition, the PHA may contract with an RC or RMC/RO to carry out any improvement or activity. Examples of eligible management improvement costs related to resident capacity-building and resident management include:

- A. Determination of the feasibility of resident management to carry out management functions for a specific development or developments;
- B. Training of residents in skills directly related to the operations and management of the development(s) for potential employment by the RMC;
- C. Training of RMC board members in community organization, board development, and leadership; and
- D. Assistance in the formation of the RMC.

4-11 RESIDENT HOMEOWNERSHIP COSTS. The Department strongly encourages all PHAs to actively seek homeownership opportunities for public housing residents. Eligible costs are limited to the study of the feasibility of converting rental to homeownership units, the preparation of the application to HUD for conversion to homeownership, and the rehabilitation of the rental units before conversion.

Section 4. Drug Elimination Costs

4-12 DRUG ELIMINATION COSTS. The Department strongly encourages all PHAs to take an active leadership role in eliminating illegal drugs from public housing developments. The Department recognizes that the elimination of drugs in public housing and the protection of public housing property require the cooperation of the local/tribal government and the provision of resources beyond that which are available to support the Public and Indian Housing Program. [§968.310(l) or §905.666(l)]

A. Local Government Cooperation and Other Public/Private Resources.

1. Although Federal funds provide primary support, public housing cannot be operated successfully without the involvement of the local/tribal government and local community. Accordingly, the PHA is required to develop the Comprehensive Plan in consultation with both local/tribal government officials and residents (see Chapter 5).
2. In developing the Comprehensive Plan, the PHA is required to identify any drug-related problems and management and physical improvements needed to address the problems. A required document under the Comprehensive Plan is Form HUD-52835, Local Government Statement (see paragraph 6-11). In that statement, the chief executive officer or Indian tribal official of the unit of general local government or Indian tribe is required to certify, among other things, that the PHA's proposed drug elimination activities are coordinated with and supportive of local drug elimination strategies and neighborhood improvement programs.
3. Where possible, the primary source of funding for non-physical drug elimination activities should be the Drug Elimination Program. However, under no circumstances shall there be duplicative funding of the same activity.

B. Cooperative Arrangements with Local Police Departments. Under the terms of the Cooperation Agreement between the local/tribal government and the PHA, the local/tribal government is responsible for providing the same level of services (police, fire, trash collection) to public housing as are provided to other neighborhoods. Therefore, CGP funds may be used to pay for the cost of additional on-duty police only where such police will provide additional security and protective services over and above those for which the local/tribal government is contractually obligated to provide under the Cooperation Agreement. The additional services shall be verifiable through time sheets and written work assignments. In such case, CGP funds may be used to contract on a sole source basis, under an intergovernmental agreement (see §85.36(b)) with the local/tribal government for the salaries and employee benefit contributions of the additional on-duty police, but not for the related liability insurance or equipment which is the responsibility of the local/tribal government.

C. Eligible Management Improvements. Examples of eligible management improvements related to drug elimination activities include:

1. Hiring of additional staff to coordinate the provision of appropriate social services, such as drug education and treatment referral programs, by local/tribal government or other public and private entities;
2. Hiring of security guards through individual employment contracts with residents or professional staff or guard services using competitive proposal or small purchase procurement procedures. All personnel employed shall be required as a condition of employment to meet all relevant State and local/tribal insurance, training, licensing, or other similar requirements;
3. Development and implementation of improved screening procedures for prospective residents;
4. Development of more timely and effective management techniques for dealing with disruptive residents and drug-related crime;
5. Organization and training of unarmed voluntary resident patrols to work cooperatively with the local/tribal law enforcement agencies;
6. Development and implementation of improved communication and coordination with local/tribal law enforcement agencies; and
7. Hiring of investigators to investigate drug-related crime in and around the development(s) or to provide evidence relating to any such crime in any administrative or judicial proceedings.

D. Eligible Physical Improvements. Examples of eligible physical improvements related to drug elimination activities include:

1. Installation of security hardware and additional lighting;
2. Creation of defensible space through redesign of entrances, common areas or other structural elements;
3. Provision of fencing around the perimeter of the development;
4. Conversion of a dwelling unit into nondwelling space or construction of nondwelling space for use by project management.

- resident patrols, security guards, or local/tribal law enforcement agencies;
5. Stabilization of buildings through consolidating occupied units into a specific area and securing vacant units/floors; and
 6. On behalf of security guards or resident patrols, purchase of non-extendable equipment, such as walkie-talkies and purchase of uniforms, caps, shoes, bulletproof vests, flak jackets, etc., which are specific to their assignments and necessary to carry out their responsibilities.

Section 5. Lead-Based Paint (LBP) Costs

4-13 LBP Costs. The following costs related to LBP are eligible costs:

- A. Professional Risk Assessment. Eligible costs include professional assessments of the risks of LBP poisoning through dust and soil sampling and laboratory analysis in all developments constructed before 1980, whether or not they are incurred in connection with LBP insurance. Costs for such assessments that were incurred or disbursed in FFY 1991 from other than modernization funds are eligible to be paid or reimbursed from OGP funds in FFY 1992. Headquarters will be issuing additional guidance.
- B. Interim Containment. Eligible costs include taking interim measures, before abatement, to reduce and contain the risks of LBP poisoning recommended by the professional risk assessments in subparagraph A. Interim measures include cleaning dwelling structures with high-efficiency particle air (HEPA) vacuums and high-phosphate washes (at least 5% trisodium phosphate (TSP)), and repairing and repainting non-intact painted surfaces. Headquarters will be issuing additional guidance.
- C. Testing. Eligible costs include testing for LBP at a specific development or random testing of multiple developments.
- D. Abatement. Eligible costs include abatement of LBP on applicable surfaces that testing has identified as having LBP which is at or exceeds 1.0 mg/cm² or 5% by weight. Eligible costs also include worker protection, containment, clean-up, wipe-testing, and disposal of LBP debris.
- E. Insurance. Eligible costs are limited to insurance coverage for pollution

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF TETRA TECH, FOR ENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, FOR A TOTAL FEE OF \$536,350.00, CONTINGENT UPON SOLICITOR APPROVAL OF THE FINAL AGREEMENT.

WHEREAS, Tetra Tech has submitted a proposal for environmental services for development projects throughout Cambria County; and

WHEREAS, Tetra Tech was selected from nine proposals received by the City in response to an RFP the City had released; and

WHEREAS, the City will be utilizing funding provided by the United States Environmental Protection Agency to cover the full cost of this agreement, available and to be paid out of line item account number 13.692.29.341.00 Brownfields Petroleum; and

WHEREAS, the attached proposal and agreement sets forth a proposed lump sum of \$536,350.00 to provide said services until September 30, 2023; and

WHEREAS, approval of said agreement shall be contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of Tetra Tech for environmental services, and further authorizes the Interim City Manager to enter into an Agreement for said services and take all actions necessary to effectuate the same, for a total fee of \$536,350.00.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10366 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: Johnstown Cambria County Brownfields Environmental Services
CLIENT: City of Johnstown, Pennsylvania
ADDRESS: 401 Main St., Johnstown, PA 15901
CONTACT NAME: John Dubnansky TEL: 814 539 2504 EMAIL jdubnansky@cojtw.com
CONSULTANT: TETRA TECH, INC.
ADDRESS: 661 Andersen Dr. Pittsburgh, PA 15220
CONTACT NAME: Joe Senita TEL: 412 298 9519 EMAIL joe.senita@tetratech.com
PROJECT DESCRIPTION: Provide environmental services in support of EPA funded Brownfield program

- SCOPE OF SERVICES (See Attached). Services are limited to only items included in the scope. Items not included shall be considered Additional Services subject to additional compensation and extension of schedule.
SCHEDULE (See Attached)

COMPENSATION:

- FIRM FIXED PRICE/LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____. Invoices will be based on the % of work completed during the billing period.
TIME AND MATERIALS. Compensation for these services will not exceed \$536,350 without written authorization and will be invoiced based on the following:
LABOR:
TETRA TECH Direct Job Wages times a factor of _____ OR
List of Tetra Tech's Hourly Rates (See Attached)
SUBCONSULTANTS: Cost to Tetra Tech plus a markup of 10 %
OTHER DIRECT COSTS: Cost to Tetra Tech plus G&A markup of 10 %
Direct Job Wages and Hourly Rates for Time and Materials contracts are subject to increase to reflect annual salary escalation, promotions/reclassifications of staff, or increases to overhead factors.

SCHEDULE OF PAYMENTS: Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

EXECUTION: Execution of this document by duly authorized representatives of TETRA TECH, INC. and Client, including TETRA TECH, INC.'s Standard Terms & Conditions (attachment), Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither TETRA TECH, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: City of Johnstown
BY: John K. Trout Jr
SIGNATURE: [Signature]
TITLE: Interim City Manager
DATE: 12-14-20

CONSULTANT: TETRA TECH, INC.
BY: Allen Meier
SIGNATURE: [Signature]
TITLE: Contracts Manager
DATE: November 2, 2020

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ADOPTING AN UPDATED HAZARD MITIGATION PLAN IN ACCORDANCE WITH DISASTER MITIGATION ACT OF 2000, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND OR HIS DESIGNEE TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND FURTHER DIRECTING RESPECTIVE AGENCIES AND OFFICIALS TO IMPLEMENT RECOMMENDED ACTIVITIES ASSIGNED TO THEM WITHIN THE PLAN.

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective risks and vulnerabilities natural and human-caused hazards, which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, the Cambria County Mitigation Planning Team comprised of County officials and municipal representatives, including that of the City of Johnstown, developed and recommended adoption of an updated Hazard Mitigation Plan addressing the hazards, risks, and vulnerabilities present within the County including within the City of Johnstown; and

WHEREAS, the City Council acknowledges the requirement of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan (HMP) as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, the County's HMP has been developed by the County's Department of Public Safety in cooperation with other County departments, and officials and citizens of the City of Johnstown, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to update the HMP, and

WHEREAS, the HMP recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that affect Cambria County and the City of Johnstown; and

WHEREAS, the City Council intends to and hereby does adopt the updated HMP, and any subsequent changes thereto as the City's official Hazard Mitigation Plan currently and on a continuous basis;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, that the Hazard Mitigation Plan, and any subsequent changes thereto, as adopted by the County of Cambria, is hereby adopted as the official Hazard Mitigation Plan of the City of Johnstown currently and on a continuing basis, that the Interim City Manager and/or his designed is hereby authorized to take and/ally actions necessary to effectuate same, and that the respective officials and agencies identified in the implementation strategy of the updated Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED:


December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. 10367 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. 10368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA RATIFYING AND AUTHORIZING A CONTINUANCE AND RENEWAL OF THE DECLARATION OF DISASTER EMERGENCY CONSISTENT WITH THE EXTENSION OF THE PROCLAMATION OF DISASTER EMERGENCY BY THE PENNSYLVANIA GOVERNOR.

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, which was subsequently ratified by the City of Johnstown City Council; and

WHEREAS, in June 2020 the City Council of the City of Johnstown ratified the continuation and renewal of the declaration of disaster emergency originally issued within the March 20, 2020 Proclamation of the Mayor of the City of Johnstown and the Interim City Manager consistent with any/all renewals and extensions of such disaster emergency as declared by the Governor for the Commonwealth of Pennsylvania; and

WHEREAS, the Pennsylvania Emergency Management Services Code authorizes a Proclamation declaring a local disaster emergency to be extended beyond a period of 90 days when such Proclamation has been so extended by the Governor; and

WHEREAS, on November 29, 2020 Governor Tom Wolf extended the Proclamation of disaster emergency after issuing several additional Orders addressing Mitigation, Enforcement, and Immunity matters relevant to a recent surge in the spread of COVID-19 which include a number of provisions relevant to local government; and

WHEREAS, said Proclamation was extended on grounds that the COVID-19 pandemic continues to be of such magnitude or severity that emergency action is necessary to protect the health, safety, and welfare of affected citizens in Pennsylvania, including citizens of the City of Johnstown; and

WHEREAS, all directives, authorized actions and provisions of the original Declaration of Disaster Emergency were confirmed by the Governor as remaining in effect until either rescinded by the Governor or terminated by law; and

WHEREAS, the City wishes to confirm the continued renewal, application and effect of its March 20, 2020 Proclamation declaring a Local Disaster Emergency for the same time frame applicable to the Governor’s Proclamation of Disaster Emergency and any/all subsequent renewals thereof;

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED that :

1. The previous 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, and ratified by City Council on April 1, 2020, is hereby again renewed and extended for the same period of time as that of the Proclamation of the Governor, and the Interim City Manager is hereby authorized to take any and all actions necessary to effectuate same; and
2. All directives, authorized actions and provisions of the original Proclamation declaring a Local Disaster Emergency adopted March 20, 2020 remain in effect, and shall continue in effect until either rescinded by the City Council, or otherwise until the Governor's Proclamation of Disaster Emergency is rescinded by the Governor or terminated by law.

ADOPTED:

December 9, 2020

By the following vote~

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. 10368 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. 10369

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN ESTABLISHING
THE SCHEDULE OF CITY COUNCIL MEETINGS FOR THE YEAR 2021.

WHEREAS, City Council of the City of Johnstown wishes to establish a public advertisement of meetings for the year 2021; and

WHEREAS, an advertisement will be placed upon approval by City Council establishing the dates and times of the City of Johnstown City Council public meetings; and

WHEREAS, the schedule shall be known as Exhibit A and shall be attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Johnstown approves the schedule of public meetings for the year 2021.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

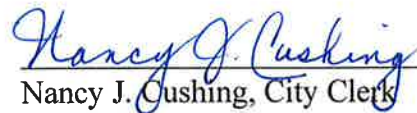
Absent: Mr. Capriotti (1)



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. **10369** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

EXHIBIT A

PUBLIC NOTICE
CITY OF JOHNSTOWN
2021 COUNCIL MEETING SCHEDULE

PLEASE TAKE NOTICE of the following 2021 dates for Regular Public Meetings of the City Council of the City of Johnstown. All meetings will be conducted at 6:00 PM in Council Chambers, 4th floor of the Public Safety Building, 401 Washington St, Johnstown PA, unless otherwise advertised.

January 13

February 10

March 10

April 14

May 12

June 9

July 14

August 11

September 8

October 13

October 27 at 6:00 PM

Special Meeting for 2022 Budget Presentation

November 10

December 8

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO ENTER INTO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE AN ANIMAL CONTROL SERVICES AGREEMENT WITH THE HUMANE SOCIETY OF CAMBRIA COUNTY FOR A ONE-YEAR TERM.

WHEREAS, the City of Johnstown has previously contracted with the Humane Society of Cambria County ("HSCC") to serve as the exclusive provider of Animal Control Services within the City of Johnstown; and

WHEREAS, the City desires to renew this agreement pursuant to the terms and conditions outlined therein, and attached to this Resolution, which include, but are not limited to provision for the City to compensate HSCC for said animal control services in the amount of \$10,000.00 per year, payable in monthly installments, with a corresponding amount of \$65.00 applicable to each ancillary service provided as outlined within the attached Agreement; and

WHEREAS, the term of said Agreement shall be made effective January 1, 2021, and continue for a one-year term ending on December 31, 2021, unless otherwise terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the Interim City Manager is hereby authorized and directed to execute on behalf of the City of Johnstown an Animal Control Services Agreement with the Human Society of Cambria and to take any and all actions necessary to effectuate same, for a one-year term, as provided therein.

ADOPTED:

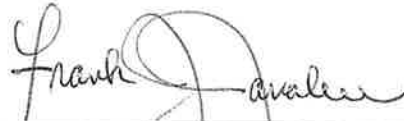
December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10370 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

ANIMAL CONTROL SERVICES AGREEMENT

CITY OF JOHNSTOWN

1. THE PARTIES

The Parties to this Contract are the CITY OF JOHNSTOWN, a Third Class City, with a principal place of business located at 401 Main Street, Johnstown, Cambria County, Pennsylvania 15901 (hereinafter referred to as the "City"), and the Humane Society of Cambria County, a non-profit animal rescue shelter, with a principal place of business located at 743 Galleria Drive Extension, Johnstown, Cambria County, Pennsylvania 15904 (hereinafter referred to as the "HSCC").

2. SCOPE OF SERVICE

The Parties agree that the HSCC, in exchange for the compensation paid by the City pursuant to Section 4 of this Contract, will perform the following services:

- a. The HSCC agrees to provide domestic animal control in the City by capturing and relocating Domestic Animals to the HSCC's shelter located at 743 Galleria Drive Extension, Johnstown, Pennsylvania 15904, with the ultimate goal of reuniting the Domestic Animal with its owner, if possible (hereinafter, the "Services"). The HSCC will be on call twenty-four (24) hours a day and will undertake reasonable efforts to secure prompt capture of said Domestic Animal(s) upon notification from the Cambria County Department of Emergency Services. The Services, as set forth in this Section, include and anticipate routine animal control in the City for loose Domestic Animals, stray Domestic Animals, and/or Domestic Animals that are not under restraint and not on the property of the owner of the Domestic Animal.
- b. The HSCC agrees that its animal control officers will utilize ethical and humane protocols in retrieving said Domestic Animals and otherwise providing the Services. The HSCC agrees that its animal control officers responsible for performing the Services will have appropriate credential and criminal background checks.
- c. "Domestic Animals" are defined as household pets: IE: dogs, cats, and other small domesticated animals. "Domestic Animals" does not include wildlife or livestock.
- d. The HSCC agrees to provide, in its reasonable discretion, animal control services for neglected, abused, and/or abandoned Domestic Animals (hereinafter, the "Ancillary Services") upon notification from the Cambria County Department of Emergency Services. The Ancillary Services include and anticipate animal control efforts related to or connected to or arising from the commission of crimes within the City and/or the involvement of law enforcement, whether due to neglected, abused, or abandoned animals, or otherwise. The Ancillary Services specifically include, but are not limited to, services requested from the HSCC which relate to landlord-tenant disputes, disagreements and/or controversies. The HSCC agrees that such Ancillary Services shall not unreasonably be withheld.

The Parties agree that the HSCC will be the exclusive provider of the animal control services set forth in this Contract within the City.

3. TERM OF CONTRACT

The term of this Contract is for a period of twelve (12) months, commencing on the 1st day of January 2021 and terminating on the 31st day of December 2021.

4. COMPENSATION

- a. The City shall pay for the Services provided by the HSCC under this Contract the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) per year, payable in monthly installments of Eighty Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33), due and owing on the 1st day of each month.
- b. The City shall pay the amount of Sixty-Five Dollars and Zero Cents (\$65.00) for each Ancillary Service provided within the physical boundaries of the City. The HSCC agrees that, upon request of the City, it will provide reasonable cooperation with the proper law enforcement authorities, including the Cambria County District Attorney, to assist the City in securing restitution and recovering the costs for Ancillary Services, through the proper criminal proceedings, if applicable.

5. TERMINATION OF CONTRACT (WITHOUT CAUSE)

- a. This Contract may be terminated by mutual consent of both Parties, or by either Party upon thirty (30) days written notice.
- b. If appropriate federal, state or local laws are enacted, modified, terminated, or interpreted in a way that the Services and/or the Ancillary Services are no longer allowable or appropriate for purchase under this Contract, this Contract may be terminated by either Party upon written notice to the other Party.
- c. Should the HSCC terminate this Contract pursuant to Section 5(a), the HSCC shall return to the City a *pro rata* share of the Compensation paid to the HSCC under Section 4(a).
- d. Should the City terminate this Contract pursuant to Section 5(a), or should either Party terminate this Contract pursuant to Section 5(b), the HSCC shall be entitled to retain the entire Compensation paid to the HSCC under Section 4(a).

6. TERMINATION OF CONTRACT (WITH CAUSE)

- a. The City may terminate this Contract upon written notice of default to the HSCC for any material breach of this Contract.
- b. The HSCC may terminate this Contract upon written notice of default to the City for any material breach of this Contract, including, but not limited to, the City's failure to provide Compensation pursuant to Sections 4(a) and/or 4(b).

7. FORCE MAJEURE

The HSCC will not be held responsible for delay or default caused by fire, riots, acts of God, war or terrorism if the event is beyond the HSCC's reasonable control and the HSCC gives reasonable notice to the City upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

8. MODIFICATION OF CONTRACT

This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

9. SEVERABILITY

If any term or provision of this Contract is declared or determined to be illegal or invalid or unconstitutional, in whole or in part, by a court of competent jurisdiction, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Contract did not contain those term(s).

10. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the HSCC and its agents and/or employees, from all damages, claims, liability, losses, expenses, fees (including attorney's fees), costs, and judgment that may be asserted against the HSCC that arise from or in connection with the acts or omissions of the City or the City's employees and/or its authorized agents, including, but not limited to, acts or omissions arising under the terms of this Contract, including the HSCC's performance of the Services and the Ancillary Services.

11. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, the HSCC shall not be liable for any consequential, incidental, special, punitive, or other indirect damages of any kind. The HSCC's total liability arising at any time from the work or services completed under this Contract shall be strictly limited to and shall not exceed the total value of the services invoiced under this Contract. These limitations shall apply whether the liability is based on contract, tort, strict liability or any other theory.

12. APPLICABLE LAW AND VENUE

This Contract is governed, interpreted, and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any and all matters, disputes, claims, or actions arising out of or relating to this Contract shall be governed by the laws of the Commonwealth of Pennsylvania. The Parties further agree that venue and jurisdiction are proper only in the Court of Common Pleas of Cambria County, Pennsylvania or, to the extent permissible under applicable law, the United States District Court for the Western District of Pennsylvania, Johnstown Division.

13. ENTIRE AGREEMENT

This Contract constitutes the entire agreement among the Parties. There are no other agreements or representations, express or implied, written or oral.

14. RULE OF CONSTRUCTION

The City acknowledges that its lawyer has participated in the drafting of this Contract and that it has reviewed, or has had the opportunity to review, the terms of this Contract. No rule of construction shall apply in any interpretation of this Contract that might result in this Contract being construed in favor or against it, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the scrivener of the Contract.

15. INSURANCE

The HSCC will provide all appropriate liability insurance.

16. EFFECTIVENESS OF CONTRACT

This Contract shall be effective on January 1, 2021.

CITY OF JOHNSTOWN

By:  _____

Title: JOHNSTOWN City Manager

Date: 12-14-20

THE HUMANE SOCIETY OF CAMBRIA COUNTY

By: _____

Title: _____

Date: _____

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A GRANT AGREEMENT WITH THE COMMUNITY FOUNDATION FOR THE ALLEGHENIES FOR A GRANT AMOUNT OF \$77,500.00 TO BE USED FOR THE REHABILITATION, REDEVELOPMENT AND MAINTENANCE OF THE ROXBURY PARK SKATE RINK AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE AND THE CITY MAYOR TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the Community Foundation of the Alleghenies has approved and pledged grant funding in the amount of \$77,500 for purposes of redeveloping, rehabilitating and providing certain maintenance to the e Roxbury Park Skate Rink;

WHEREAS, the Community Foundation of the Alleghenies has agreed to issue grant funding in the amount of \$67,500.00 upon the execution of the attached Grant Agreement by the City Manager and City Mayor, to be followed by payment in the amount \$10,000.00 upon the City's selection and assignment of a contractor to perform rehabilitation and/or other work on the Roxbury Park Skate Rink; and

WHEREAS, the City's receipt of the grant funds does not require any matching local funds; and

WHEREAS, the City's receipt of the grant funds is contingent upon entering the attached Grant Agreement with the Community Foundation for the Alleghenies, which Council desires to and hereby does authorize on the terms and conditions contained therein;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Grant Agreement with the Community Foundation for the Alleghenies for \$77,500 and further directs and authorizes the Interim City Manager and/or his designee and the City Mayor to execute and take any/all actions necessary to effectuate same.

ADOPTED:


December 9, 2020

By the following Vote:

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

Nays: None (0)

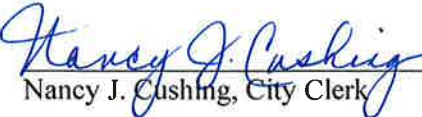
Absent: Mr. Capriotti (1)



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. 10371 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the purpose described in the grant agreement; to notify the Community Foundation of and obtain its consent to any substantial deviation from said purpose; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequately to identify the purposes for which, and manner in which, grant funds have been expended.
3. To permit the Community Foundation, at its request, to have reasonable access to the grantee's records for the purpose of making financial audits, verifications, and investigations concerning the grant, and to maintain such records for at least four years after completion of the project.
4. To return to the Community Foundation any portion of the grant not used as specified herein.
5. To recognize the Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
6. To submit an online Final Grant Report by the Final Grant Report Due Date listed below. If an extension is needed for any reason, please contact the Community Foundation.
7. I hereby certify that this organization does not directly or indirectly engage in or support any terrorist activity. Neither the organization, nor its officers or directors, are included on any lists of terrorists compiled by the U.S. government or any other national or international body. The organization does not distribute funds to benefit any individual or organization engaged in or supportive of terrorism.
8. I hereby certify that our organization does not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender expression, or veteran status.

Name of Organization: City of Johnstown
Project Name: Roxbury Park Skate Rink
Description: All funds must be used in the efforts of the City of Johnstown to support the redevelopment of the skate rink at Roxbury Park.

CONTINGENCY: \$67,500 will be paid once a signed copy of the grant agreement is received. \$10,000 will be paid once the City of Johnstown has approved and appointed a contractor for the project.

Grant Timeframe: November 1, 2020 – November 1, 2021

Final Grant Report Due: December 1, 2021

Grant Amount: \$77,500.00

We certify that this grant will be used for the purpose designated in the grant application and will verify the outcomes to the Community Foundation for the Alleghenies.

Signed _____


Mayor Frank Janakovic, City of Johnstown

12/14/20
Date

Signed _____


John Trant, City Manager, City of Johnstown

12-14-20
Date

PLEASE SIGN, MAKE A COPY FOR YOURSELF, AND RETURN ONE ORIGINAL TO THE COMMUNITY FOUNDATION.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO TAKE ANY AND ALL ACTIONS NECESSARY TO SEEK AND OBTAIN PROPOSALS FOR THE PURCHASE, SUPPLY AND DELIVERY OF FUEL FOR CITY OWNED VEHICLES.

WHEREAS, the City of Johnstown has determined that there is a need to seek and obtain bids for the purposes of purchasing fuel to be supplied and delivered to the City for use with City owned vehicles; and

WHEREAS, the proposed process will consist of; a contractor to supply, haul and fill the City's underground tanks with diesel and unleaded gas when needed;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, directs and authorizes the Interim City Manager and/or his designee to take all actions necessary to seek and obtain proposals for purchase, supply and delivery of fuel for the city-owned vehicles.

ADOPTED:

December 9, 2020

By the following Vote:

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt. (0)

Nays: None (0)

Absent: Mr. Capriotti (1)



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. **10372** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

REQUEST FOR PROPOSALS

City of Johnstown SUPPLY AND DELIVERY OF FUEL FOR CITY OWNED VEHICLES

RFP- December 2020

CITY COUNCIL OF THE CITY OF JOHNSTOWN

PROCEDURE

ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed “Vendor Information” and “Non-collusion affidavit” pages provided within this RFP. The vendor must submit **one hardcopy Original Proposal and one digital version** to the City of Johnstown. All proposals must include a detailed budget narrative.

PREPARATION OF PROPOSALS

Proposals **must** be placed in a sealed envelope and marked:

City of Johnstown Fuel for City Vehicles.

The name and address of the vendor must be marked on the sealed envelope.

DELIVERY OF PROPOSALS

Proposals must be received in the *City of Johnstown’s Office at 401 Main Street, Johnstown, PA, 15901*, no later than **December 29, 2020 at 12:00 PM** Said proposals shall be open in a public setting to be observed by any community member and attested to by the City Clerk on **December 29, 2020 at 1:00 p.m.**

INQUIRIES AND ADDENDA

Should the vendor find any discrepancies in, or omissions from the Request for Proposal, or should there be any doubt as to meaning or interpretations, or need clarification, he/she should at once notify Jared Campagna by e-mail at jcampagna@cojtwm.com. The City of Johnstown will not be responsible for any oral instructions.

DUTY OF VENDOR TO MAKE NECESSARY INVESTIGATIONS

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the vendor will rely upon. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not be a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

EXPENSES INCURRED IN PREPARING PROPOSAL

The City of Johnstown accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of a proposal and any such expenses are to be borne exclusively by the vendor.

RIGHT TO ACCEPT OR REJECT PROPOSALS

The City of Johnstown reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept any proposal, which is deemed most favorable to the county.

CHOICE OF LAWS

Any contract awarded shall be adjudicated, governed, and controlled in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Pennsylvania.

TERM OF CONTRACT

The duration of any contract awarded is anticipated to commence upon the date an agreement is entered with the City of Johnstown and conclude by a 3-year agreement with a 1 year extension.

PROCESS BY WHICH THE CONTRACT SHALL BE AWARDED

This contract will be awarded to the contractor judged to provide the best value. The terms of any contract may be subject to negotiation subsequent to the receipt of proposals. Proposals will be evaluated on the basis of the following:

1. Compliance with specifications and production of required and supporting documentation.
2. Ability of contractor to responsibly and reliably perform contract requirements.
3. Cost of service.
4. Ability to negotiate terms of a contract acceptable to the City of Johnstown.
5. Ability to complete all contracted work tasks.
6. Experience of the contractor completing similar work tasks.

SPECIFICATION OF SERVICE

OBJECTIVES OF THE SERVICE

To procure, supply, deliver/haul, and fill the City's underground tanks with unleaded and diesel gas for city owned vehicles.

TASKS TO BE PERFORMED

The contractor will provide equipment, supplies, and staffing to complete the following requested work tasks.

- A. Contractor to procure, supply, deliver/haul, and fill underground tanks with unleaded and diesel gas fuel for use with City-owned vehicles.

REQUIREMENTS

The selected contractor will be required to:

- Be adequately insured/bonded to complete the specified work requested by the City of Johnstown.
- Provide the City of Johnstown with Liability insurance and Workers Compensation Insurance
- Licensed to work within the State of Pennsylvania
- Obtain all necessary permits to legally complete the specified work requested by the City of Johnstown. Have no outstanding violations within the City of Johnstown for their business/sole practitioner

DISCRIMINATION PROHIBITED

According to 62 Pa.C.S.A. 3701, the contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
3. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers,

employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

IMPLEMENTATION TIME FRAME

An award of this project is expected to be made to the contractor by January 2021, with work beginning there after.

BUDGET

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. The contractor must associate a cost with each work task requested in the "Tasks To Be Performed" section of this RFP. The contractor will submit to the City a monthly invoice for payment. The cost provided must be comprehensive of all costs associated with this service.

CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP

Each proposal sent to the City in response to this RFP should include:

- A budget that details a price for each work task
- A signed contract with a section for the City to sign and accept the provided work proposal
- A completed Vendor Identification sheet

VENDOR INFORMATION

VENDOR NAME (PRINTED): _____

ADDRESS: _____

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10373

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO CLOSE THREE CITY BUSINESS LOANS, WRITING OFF A TOTAL AMOUNT OF \$14,733.35, AND TO TAKE ANY/ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City provides loans to businesses to support development and job creation within the City; and

WHEREAS, the City utilizes a Loan Review Committee to review and approve loan activity; and

WHEREAS, the Loan Review Committee met on November 16, 2020 and recommends that the City write-off three specified business loans totaling \$14,733.35, as detailed below and in the information distributed to Council, due to confirmation of a permanent inability of the City to otherwise recover remaining proceeds;

- Investar: UDAG Loan (FY 2011). Total loan amount was \$10,000. Amount remaining unpaid: \$4337.64. Last payment received on April 16, 2018.
- Investar: Job Development Loan FY 2004). Total loan amount was \$30,000. Amount remaining unpaid: \$5,225.30 Last payment received on February 16, 2016.
- A Piece of Cake: Job Development Loan (FY 2012). Total loan amount was \$13,195. Amount remaining \$5,170.41. The last payment was received on August 9, 2018.

WHEREAS, the City Council agrees that a closing of the loans is the best course of action given the specific circumstances of each case;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to take any/all actions necessary to close the three above-mentioned business loans.

ADOPTED:


December 9, 2020

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



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. 10373 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. 10374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF MARC SERVICE INCORPORATED, FOR HEATING AND COOLING SYSTEM SERVICES, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, FOR A TOTAL FEE OF \$130,450.00, CONTINGENT UPON FINAL APPROVAL OF THE AGREEMENT BY THE CITY SOLICITOR.

WHEREAS, Marc Service Incorporated has submitted a proposal for heating and cooling services within the City of Johnstown Public Safety Building; and

WHEREAS, Marc Service Incorporated was selected from two proposals received by the City in response to an RFP the City had released; and

WHEREAS, the City will be utilizing funding from the City's Capital Fund Account to cover the cost of this agreement, at line item account number 18.489.25.275.00 HVAC repair; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum of \$130,450.00 to provide said services until January 31, 2021; and

WHEREAS, approval of said agreement shall be and is hereby made contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of Marc Service Incorporated for heating and cooling services, and further authorizes the interim City Manager to enter into an agreement and to take any and all actions necessary to effectuate the same, for a total fee of \$130,450.00.

ADOPTED:


December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10374** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

General Service Agreement

This General Service Agreement (the "Agreement") is dated this 9th day of December, 2020.

This Agreement is between the City of Johnstown (the "Client"), located at 401 Main Street, Johnstown, Pennsylvania, and Marc Service Incorporated (the "Contractor"), located at 135 Fifth Street, Windber, PA.

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client outlined in the attached proposal.

The Contractor is agreeable to providing services to the Client on the terms and conditions established within this Agreement.

Services Provided

The Contractor agrees to purchase and install equipment and supplies required to update the heating and cooling system within the City of Johnstown Public Safety Building located at 401 Washington Street, Johnstown, PA. Equipment that will be purchased and installed is outlined in the attached proposal, listed as "Exhibit A".

The Contractor will be able to access the City of Johnstown Public Safety Building to complete their work tasks as needed, providing the Contractor notifies the Client at least 24 hours in advance.

The Contractor will abide by all Pennsylvania Department of Health guidelines as it pertains to the Covid-19 pandemic, including but not limited to the wearing of facial coverings when completing their contracted work within the City of Johnstown Public Safety Building.

The Contractor will abide by all local, state, and federal laws while performing services for the Client listed within this Agreement.

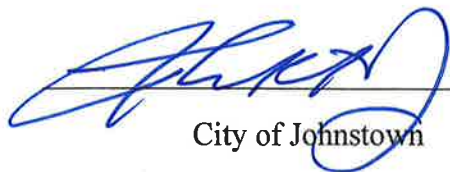
Term of Agreement

The term of this Agreement (the "Term") begins on December 10, 2020, with all work required to be completed by the Contractor by January 31, 2021. An extension of this deadline may be granted by the Client to the Contractor at any time during the term of this Agreement.

Compensation

The Contractor will be paid a maximum of \$130,450 for all purchases and services outlined in this Agreement. The Contractor will submit invoices monthly to Client. Contractor invoices will be paid within 15 days of being received by the Client. Additional work tasks may be completed that are not identified within this Agreement, with additional compensation, upon mutual agreement between both the Client and the Contractor.

In Witness Whereof, the Client and the Contractor duly affix our signatures to this agreement of this 14th day of December 2020.



City of Johnstown

Marc Service Incorporated

MARC SERVICE INC.
 135 Fifth Street - Suite 3
 WINDBER, PA 15963
 (814) 467-8611

**PROPOSAL AND
 ACCEPTANCE**

PROPOSAL SUBMITTED TO City of Johnstown		PHONE	DATE 11/13/2020
STREET 401 Main Street		JOB NAME Public Safety Building Heating & Cooling Repair	
CITY, STATE AND ZIP CODE Johnstown, PA 15909		JOB LOCATION 401 Washington Street	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Labor and Material to make the following repairs to heating and cooling systems.	
1) Replace heat pump 5-5.	\$ 8,000.00
2) Replace 5th Floor exhaust fan.	\$1,800.00
3) Replace heat pump 5-6	\$ 8,000.00
4) Replace heat pump 5-7	\$8,000.00
5) Replace two main hot water loop pumps.	\$6,800.00
6) Replace two main heat pump loop pumps.	\$6,800.00
7) Replace second floor make up air unit.	\$5,000.00
8) Replace third floor make up air unit	\$5,000.00
9) Replace fourth floor make up air unit.	\$5,000.00
10) Replace fifth floor make up air unit.	\$5,000.00
11) Rplace heat pump 4-1	\$8,000.00
12) Replace heat pump 4-7	\$8,000.00
13) Replace heat pump 4-8	\$8,000.00
14) Replace heat pump 3-2 Captain's Office	\$8,000.00
15) Replace heat pump first floor Fireman's lunch room	\$8,000.00
16) Replace het pump Fireman's lounge	\$8,000.00
17) Replace valve and damper for make up air units	\$14,000.00
18) Replace heat pump 3-1	\$8,000.00
19) Cost for Performance Bond	\$1,050.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

One Hundred Thirty Thousand Four Hundred Fifty Dollars and no cents. dollars (\$ 130,450.00).

Payment to be made as follows:

Monthly upon completion

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature John V. RL
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above.

Date of Acceptance 12-14-20

Signature [Signature]
 Signature _____

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A LOT CONSOLIDATION OF THE PROPERTY AT THE CORNER OF CHESTNUT STREET AND 5TH AVENUE AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME.

WHEREAS, an application and proposed plan for consolidation of Parcel Nos 86-001. -206.000, 86-001. -207.000, 86-001. -208.000, 86-001. -209.000, 86-001. -210.000, as further detailed and specified in Exhibit A to this Resolution, was submitted by Saint Mary Byzantine Catholic Church, the Owner of said parcels, to the City of Johnstown Planning Commission; and

WHEREAS, on September 2, 2020 the City of Johnstown Planning Commission voted to recommend the approval of the lot consolidation of Parcel Nos 86-001. -206.000, 86-001. -207.000, 86-001. -208.000, 86-001. -209.000, 86-001. -210.000; and

WHEREAS, this consolidation is necessary for the creation of a STEM education facility to be created in the Cambria City Neighborhood of the City; and

WHEREAS, the proposed use is consistent with and permitted under the current zoning classification applicable to the parcels; and

WHEREAS, Chapter 1244.06 of the City's Codified Ordinances require the Owner to record the plan identifying the lot consolidation with the County Recorder of Deeds within 90 days of final approval of Council via this Resolution;

WHEREAS, the City's Codified Ordinances and specifically its regulations pertinent to subdivision and planning identified at Chapter 1244, and specifically Section 1244.07, permit the City Council to approve a subdivision plan comprised of lot consolidation of this nature and further permit such consolidation to become a part of the Official Map of the Municipality without holding a public hearing; and

NOW, THEREFORE, BE IT RESOLVED, that the Lot Consolidation proposed herein is hereby approved and the Interim City Manager is authorized and directed to execute all documents necessary to effectuate this subdivision as specified.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



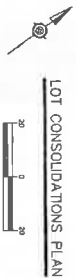
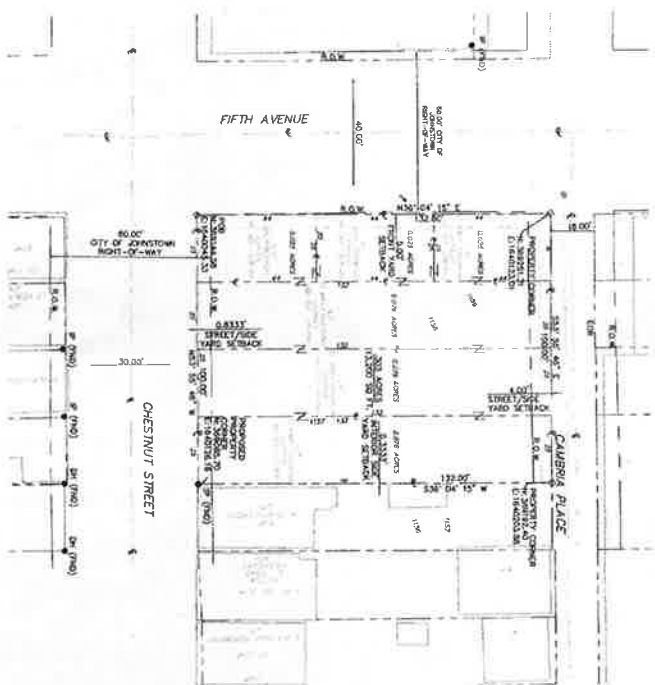
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10375 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



LOT CONSOLIDATIONS PLAN

LEGEND

- 1" x 2" Lot
- 2" x 2" Lot
- 3" x 2" Lot
- 4" x 2" Lot
- 5" x 2" Lot
- 6" x 2" Lot
- 7" x 2" Lot
- 8" x 2" Lot
- 9" x 2" Lot
- 10" x 2" Lot
- 11" x 2" Lot
- 12" x 2" Lot
- 13" x 2" Lot
- 14" x 2" Lot
- 15" x 2" Lot
- 16" x 2" Lot
- 17" x 2" Lot
- 18" x 2" Lot
- 19" x 2" Lot
- 20" x 2" Lot
- 21" x 2" Lot
- 22" x 2" Lot
- 23" x 2" Lot
- 24" x 2" Lot
- 25" x 2" Lot
- 26" x 2" Lot
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- 37" x 2" Lot
- 38" x 2" Lot
- 39" x 2" Lot
- 40" x 2" Lot
- 41" x 2" Lot
- 42" x 2" Lot
- 43" x 2" Lot
- 44" x 2" Lot
- 45" x 2" Lot
- 46" x 2" Lot
- 47" x 2" Lot
- 48" x 2" Lot
- 49" x 2" Lot
- 50" x 2" Lot



- NOTES**
1. THE RECORD FOR THIS PLAN IS TO SHOW THAT A PROPOSED LOTS ARE TO BE OWNED BY THE CITY OF JOHNSTOWN.
 2. ALL PROPOSED LOTS TO BE OWNED BY THE CITY OF JOHNSTOWN SHALL BE OWNED BY THE CITY OF JOHNSTOWN.
 3. THE RECORD FOR THIS PLAN IS TO SHOW THAT A PROPOSED LOTS ARE TO BE OWNED BY THE CITY OF JOHNSTOWN.
 4. ALL PROPOSED LOTS TO BE OWNED BY THE CITY OF JOHNSTOWN SHALL BE OWNED BY THE CITY OF JOHNSTOWN.
 5. THE RECORD FOR THIS PLAN IS TO SHOW THAT A PROPOSED LOTS ARE TO BE OWNED BY THE CITY OF JOHNSTOWN.
 6. ALL PROPOSED LOTS TO BE OWNED BY THE CITY OF JOHNSTOWN SHALL BE OWNED BY THE CITY OF JOHNSTOWN.
 7. THE RECORD FOR THIS PLAN IS TO SHOW THAT A PROPOSED LOTS ARE TO BE OWNED BY THE CITY OF JOHNSTOWN.
 8. ALL PROPOSED LOTS TO BE OWNED BY THE CITY OF JOHNSTOWN SHALL BE OWNED BY THE CITY OF JOHNSTOWN.
 9. THE RECORD FOR THIS PLAN IS TO SHOW THAT A PROPOSED LOTS ARE TO BE OWNED BY THE CITY OF JOHNSTOWN.
 10. ALL PROPOSED LOTS TO BE OWNED BY THE CITY OF JOHNSTOWN SHALL BE OWNED BY THE CITY OF JOHNSTOWN.

CERTIFICATION OF ACCURACY

THE CITY OF CAMBRIA, PENNSYLVANIA, IS RESPONSIBLE FOR THE ACCURACY OF THIS PLAN AS SHOWN HEREON. I, THE ENGINEER, CERTIFY THAT THE INFORMATION AND DATA ON WHICH THIS PLAN IS BASED ARE TRUE AND CORRECT AND THAT THE INFORMATION AND DATA WERE OBTAINED BY ME OR UNDER MY SUPERVISION AND CONTROL.

B-4-2010
DATE: 2/25/10



CERTIFICATE OF MUNICIPAL APPROVALS

APPROVED AND ADOPTED BY THE CITY OF JOHNSTOWN PLANNING COMMISSION, CAMBRIA COUNTY, PENNSYLVANIA AT A MEETING HELD ON THE _____ DAY OF _____, 2010.

SIGNATURE: _____
DATE OF _____ 2010

SIGNATURE: _____
DATE OF _____ 2010

SIGNATURE: _____
DATE OF _____ 2010

CAMBRIA COUNTY PLANNING COMMISSION APPROVAL

APPROVED BY THE CAMBRIA COUNTY PLANNING COMMISSION ON THE _____ DAY OF _____, 2010.

SIGNATURE: _____ DATE: _____

PROOF OF RECORDING

COASTAL ALTA OF PENNSYLVANIA, INC. HAS FILED THIS PLAN WITH THE RECORDS OF DEEDS, CAMBRIA COUNTY, PENNSYLVANIA AT A MEETING HELD ON THE _____ DAY OF _____, 2010.

ACKNOWLEDGEMENT FOR RECORDING

ON THIS, THE _____ DAY OF _____, 2010 BEFORE ME, THE UNDERSIGNED, JOYCE CHANEY, CLERK OF THE CITY OF JOHNSTOWN, PA, THE CITY CLERK, HAS FILED THIS PLAN FOR RECORDATION AND HEREBY CERTIFIES THAT THE INFORMATION AND DATA ON WHICH THIS PLAN IS BASED ARE TRUE AND CORRECT AND THAT THE INFORMATION AND DATA WERE OBTAINED BY ME OR UNDER MY SUPERVISION AND CONTROL.

Signature: _____
Date: 2/25/10
City Clerk: _____



ST MARY BYZANTINE CATHOLIC CHURCH

LOT CONSOLIDATIONS PLAN

CAMBRIA CITY, CITY OF JOHNSTOWN
CAMBRIA COUNTY, PENNSYLVANIA

LOT CONSOLIDATIONS PLAN

227 FRANKLIN ST., SUITE 200
JOHNSTOWN, PA 15001

Phone: 814-636-8388
Fax: 814-636-7664
www.eadsgrp.com

Scale	Date	Revisions	Notes
As Noted	JULY 2010		

Drawing No. **01**

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A LOT CONSOLIDATION OF 150 SKELLY ST., 142 SKELLY ST., AND 138 SKELLY ST. AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME.

WHEREAS, an application and proposed plan for consolidation of Parcel Nos. Parcel Nos 78-009. -204.000, 78-009. -206.000, 78-010. -609.000, as further detailed and specified in Exhibit A to this Resolution, was submitted by Johnstown-Lima, LLC. the Owner of said parcels to the City of Johnstown Planning Commission; and

WHEREAS, on October 7th, 2020 the City of Johnstown Planning Commission voted to recommend the approval of a minor subdivision of Parcel Nos 78-009. -204.000, 78-009. -206.000, 78-010. -609.000 commonly known as Memorial Medical Center

WHEREAS, the proposed consolidation entails a use that is consistent with and permitted under the current zoning classification applicable to the parcels; and

WHEREAS, Chapter 1244.06 of the City's Codified Ordinances require the Owner to record the plan identifying the lot consolidation with the County Recorder of Deeds within 90 days of final approval of Council via this Resolution;

WHEREAS, the City's Codified Ordinances and specifically its regulations pertinent to subdivision and planning identified at Chapter 1244, and specifically Section 1244.07 permit the City Council to approve a subdivision plan comprised of lot consolidation without holding a public hearing; and

NOW, THEREFORE, BE IT RESOLVED, that the Lot Consolidation proposed herein is hereby approved and the Interim City Manager is authorized and directed to execute all documents necessary to effectuate this subdivision as specified.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10376 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



SUBDIVISION AREAS

TRACT 4A	43,381 SQ. FT.	0.998 AC.
TRACT 5A	244,736 SQ. FT.	5.618 AC.
SUBDIVISION TOTAL	288,119 SQ. FT.	6.614 AC.

ZONING DISTRICT H
HEALTH SERVICE AND
MEDICAL CENTER DISTRICT
HEIGHT LIMITATIONS
45 FEET
3 STORIES
MINIMUM YARD DEPTHS
15' FRONT YARD
4' SIDE YARD, ONE SIDE
10' TOTAL SIDE YARDS
40' REAR YARD

GENERAL NOTES

1. THE PURPOSE OF THIS SUBDIVISION IS TO REARRANGE THE BOUNDARY COMMON TO TRACT 4 AND TRACT 5 OF CAMBRIA COUNTY INSTRUMENT NO. 2020-00000015.
2. BOTH TRACTS ARE OWNED BY MPT OF JOHNSTOWN-LIMA, LLC.
3. THE RESULTANT TRACTS ARE NUMBERED AS TRACT 4A AND 5A.
4. ALL LANDS SHOWN HEREON ARE IN CITY OF JOHNSTOWN ZONING DISTRICT H, HEALTH SERVICE AND MEDICAL CENTER DISTRICT.
5. PORTIONS OF THE HOSPITAL BUILDINGS ARE NOT IN COMPLIANCE WITH THE ZONING REQUIREMENTS.

I, CURTISS MICHAEL FVOCK, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS THE LOTS, LANDS, STREETS, ALLEYS AND HIGHWAYS AS SURVEYED AND PLOTTED BY ME FOR THE OWNERS AND AGENTS.

I FURTHER CERTIFY THAT THIS PLAN MEETS WITH THE REQUIREMENTS OF ALL ORDINANCES INCLUDING ZONING UNDER THE LAWS OF THE CITY OF JOHNSTOWN IN WHICH THIS SUBDIVISION IS LOCATED AFFECTING THIS PLAN.

CURTISS MICHAEL FVOCK SEPTEMBER 14, 2020 SU-051078-E
DATE REGISTRATION No.

CAMBRIA COUNTY PLANNING COMMISSION
REVIEWED BY THE CAMBRIA COUNTY PLANNING COMMISSION THIS
DAY OF _____, 2020.

CHAIRMAN _____

OWNER'S ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2020

UNDERSIGNED OFFICER, PERSONALLY APPEARED
WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS
THAT HE IS _____ OF MPT OF JOHNSTOWN-LIMA, LLC,
WHICH IS THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, BY:
MPT OPERATING PARTNERSHIP, L.P.; HIS SOLE MEMBER, THAT THE
SUBDIVISION HEREON WAS MADE AT HIS DIRECTION, THAT HE
ACKNOWLEDGE THE TERMS AND CONDITIONS OF THIS PLAN AND DESIRE
THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

MPT OF JOHNSTOWN-LIMA, LLC
B/F: MPT OPERATING PARTNERSHIP, L.P.
I/IS: SOLE MEMBER

APPROVED BY JOHNSTOWN
PLANNING COMMISSION

CITY COUNCIL APPROVAL
APPROVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN BY
RESOLUTION, THIS _____ DAY OF _____, 2020.

CHAIRMAN _____
DATE _____

CITY MANAGER _____
CITY CLERK _____

MY COMMISSION EXPIRES _____, 20____.



H.F. LENZ COMPANY
1427 Scip Avenue
Johnstown, PA 15004
PAK 414-838-3300
www.hfenz.com

Consultants:

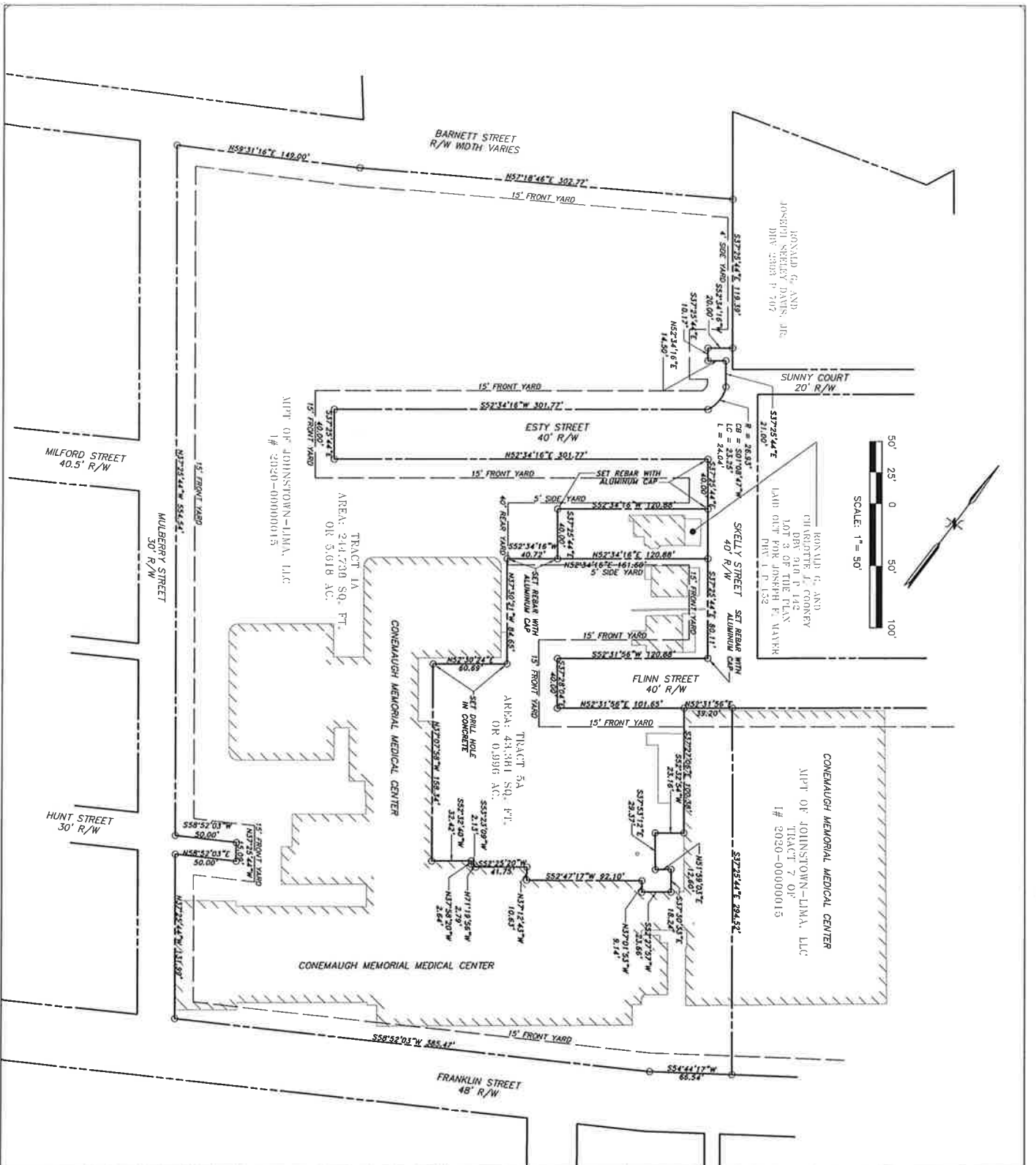
Project Identification:
**LIFEPOINT CONEMAUGH
HOSPITAL SUBDIVISION**

NO.	DATE	DESCRIPTION

Sheet Title:
**SUBDIVISION OF TRACT 4
AND TRACT 5 OF MPT OF
JOHNSTOWN-LIMA, LLC**

Project No.: 2020-0212-01
Cadd Drawing File: 200212_V1.dwg
Drawn By: G.M.FVOCK
Checked By: G.FACCIANI
Date: 09/14/2020
Copyright: 2020 H.F. LENZ COMPANY

Drawing Number
SV1
Sheet 1 of 2



H.F. LENZ COMPANY

1487 Scarp Avenue
 Johnstown, PA 15084
 Phone: 814-566-3300
 Fax: 814-566-3370
 www.hfenz.com

Consultants

Project Identification:

LIFEPPOINT CONEMAUGH
 HOSPITAL SUBDIVISION

Sheet Title:
 SUBDIVISION OF TRACT 4
 AND TRACT 5 OF MPT OF
 JOHNSTOWN-LIMA, LLC

No.	Date	Description

Project No.: 2020-01201
Cadd Drawing File: 200212_V1.dwg
Drawn By: C.M.FROCK
Checked By: G.FACCIANI
Date: 09/14/2020
Copyright: 2020 H.F. LENZ COMPANY

Drawing Number: **SV2**
 Sheet 2 of 2

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A LOT CONSOLIDATION OF 225 WASHINGTON STREET AND 100 WASHINGTON STREET AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME.

WHEREAS, an application and proposed plan for consolidation of Parcel Nos. Parcel Nos 72-003. -300.000, and 72-002. -400.000, in the Johnstown Central Business District, as further detailed and specified in Exhibit A to this Resolution, was submitted by Rager Reality, LLC., the Owner of said parcels to the City of Johnstown Planning Commission; and

WHEREAS, on September 2, 2020 the City of Johnstown Planning Commission voted to recommend the approval of the lot consolidation of Parcel Nos Parcel Nos 72-003. -300.000, and 72-002. -400.000 contingent upon the submission of a specified deed by the Owner; and

WHEREAS, the conditions imposed by the Planning Commission for submission of a deed has since been satisfied; and

WHEREAS, the proposed consolidation entails a use that is consistent with and permitted under the current zoning classification applicable to the parcels; and

WHEREAS, Chapter 1244,06 of the City's Codified Ordinances require the Owner to record the plan identifying the lot consolidation with the County Recorder of Deeds within 90 days of final approval of Council via this Resolution;

WHEREAS, the City's Codified Ordinances and specifically its regulations pertinent to subdivision and planning identified at Chapter 1244, and specifically Section 1244.07, permit the City Council to approve a subdivision plan comprised of lot consolidation of this nature and further permit such consolidation to become a part of the Official Map of the Municipality without holding a public hearing; and

NOW, THEREFORE, BE IT RESOLVED, that the Lot Consolidation proposed herein is hereby approved and the Interim City Manager is authorized and directed to execute all documents necessary to effectuate this subdivision as specified.

ADOPTED:

December 9, 2020

By the following vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10377 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Table with 3 columns: Parcel No., Area, and Area. The table lists parcel numbers 1 through 17 and their corresponding areas in square feet and square meters.

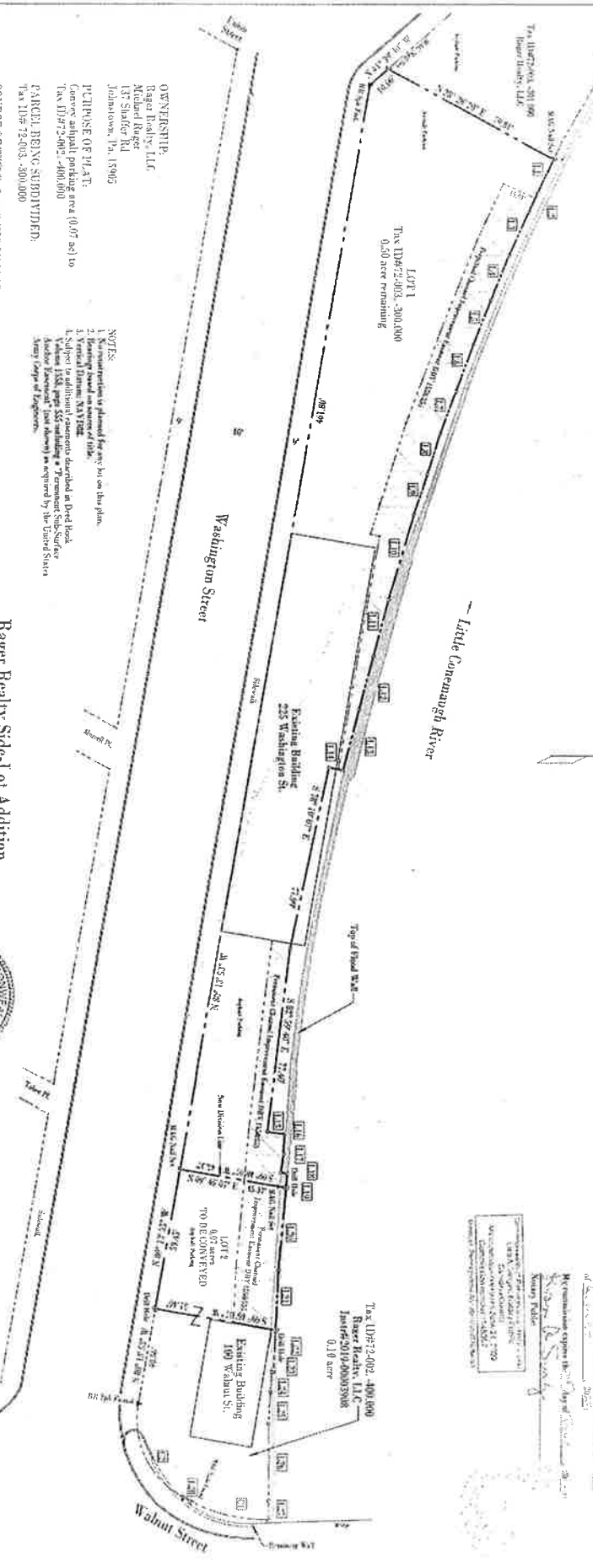
Table with 3 columns: Parcel No., Area, and Area. The table lists parcel numbers 1 through 17 and their corresponding areas in square feet and square meters.

CAMBERIA COUNTY PLANNING REVIEW:
Reviewed this ___ day of ___, 20__
by the Cambria County Planning Commission
Attest:
Authorized Signature: _____

MUNICIPAL APPROVALS:
Approved by the City Council of the
City of Johnstown by the resolution,
this ___ day of ___, 20__
Attest:
Mayor: _____
City Manager: _____
Approved by the Planning Commission
this ___ day of ___, 20__
Chairman: _____
Secretary: _____

GRADUATE ARCHITECT/ENGINEER
STATE OF PENNSYLVANIA
COUNTY OF CAMBERIA
On this, the ___ day of ___, 20__ before me,
a Notary Public in and for the County of Cambria and State of Pennsylvania, appeared
[Name],
[Address]
[City, State, Zip]
[Occupation]
and [Name],
[Address]
[City, State, Zip]
[Occupation]
of HARTZ REALTY, L.L.C.
[Address]
[City, State, Zip]
[Occupation]
[Signature]
Notary Public
[Address]
[City, State, Zip]
[Occupation]

Some usual, unrecorded, liens on the dry and dirt
above vehicle.
WITNESS MY HAND AND NOTARIAL SEAL this ___ day
of ___, 20__
Notary Public
[Address]
[City, State, Zip]
[Occupation]



OWNERSHIP:
Rager Realty, LLC
Michael Rager
137 Shaffer Rd
Johnstown, Pa. 15905
PURPOSE OF PLAT:
Convey adjacent parking area (0.47 ac) to
Rager Realty, LLC
Tax ID# 72-002 - 400,000
PARCEL BEING SUBMITTED:
Tax ID# 72-003 - 300,000
SOURCE OF TITLE:
Grant# 2013-0006632
Instrument#
TOTAL AREA BEING SUBMITTED: 0.97 ac
ADDRESS OF SUBMITTED PARCEL:
225 Washington St., Johnstown, Pa. 15901
FLOOD HAZARD ZONE: AE
ZONING: CA Central Business District

NOTES:
1. Surveyor is pleased to accept this on the plan.
2. Surveyor is not responsible for any errors or omissions.
3. Subject to additional statements described in Deed Book
Volume 1504, page 555 including a "7" easement Slip, Survey
Master Agreement (see drawing) as required by the United States
Marshals Office of Enforcement.

Rager Realty Side-Lot Addition
Situate in Ward 4, City of Johnstown,
Cambria County, Pennsylvania
Scale: 1"=20' Date: 8/10/2020
Graphic:
Prepared by:
Hartnett Land Surveying, Inc.
1014 CSWH Drive, Johnstown, Pa. 15905
Phone: 412-241-9520 HartnettLandSurveying.com



ACKNOWLEDGEMENT OF RECORDING
Recorded in the office for the recording of deeds at
Cambria County, Pennsylvania
INSTRUMENT #: _____
DATE: _____
Recorder: _____

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA

RESOLUTION NO. 10378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE
RESPECTIVE 2020 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY,
BUDGET EXHIBIT (A) AS DETAILED BELOW:

Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Adjusted Budget Balance
General	Transfer To	Transfer to Cap Proj Fund	01.492.53.000.00	01.472.02.250.00	61,000	953
Sewer	Sanitation/ Sewer	Exp & Interest Pension Note	24.431.02.341.15	24.437.02.341.17	256,126	0

ADOPTED: December 9, 2020

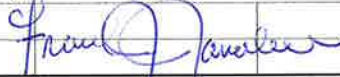
By the following vote~

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

Nays: None 0

Absent: Mr. Capriotti (1)

Frank J. Janakovic, Mayor

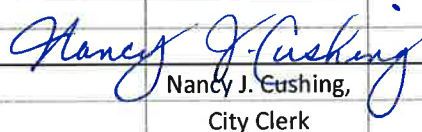


Marie Mock, Deputy Mayor

ATTEST:

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

10378


Nancy J. Cushing,
City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10379

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 630 FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.

WHEREAS, the City and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local No. 630 ("AFSCME Local No. 630) have engaged in negotiations; and

WHEREAS, the parties have successfully reached an agreement applicable to the period of January 1, 2021 through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby ratifies the Collective Bargaining Agreement between the City and AFSCME Local No. 630 effective January 1, 2021 through December 31, 2023 and further ratifies, acknowledges and authorizes the Interim City Manager and/or his designee to execute same on behalf of the City of Johnstown.

ADOPTED: December 9, 2020

By the following Vote:

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

Nays: None (0)


Absent: Mr. Capriotti (1)



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. 10379 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk