

CITY OF JOHNSTOWN  
CAMBRIA COUNTY , PENNSYLVANIA  
RESOLUTION NO. 10380

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

WHEREAS, the City and the Pennsylvania Department of Transportation (PennDOT) have discussed and presented an agreement for the design and construction of certain improvements for sidewalk installation including curbing along the Franklin Street Corridor as further specified in the attached Agreement, with all said work to be performed by PennDOT, in exchange for the City's agreement to provide for year-round maintenance of said sidewalk and the provision of a Right of Entry to PennDOT; and

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

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

ADOPTED:


January 13, 2021

By the following vote~

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

Nays: None (0)

Absent: Rev. King (1)

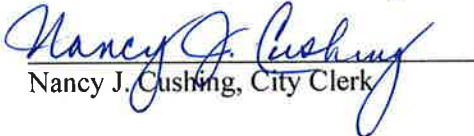


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10380 as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

Effective Date: \_\_\_\_\_

*(PennDOT will insert)*

County(ies):	<b>Cambria</b>	Agreement #:	097339
Project Short Title:	<b>Franklin St Improvements</b>	MPMS #:	<b>99282</b>
Project (SR & Sec):	<b>SR 3011, Sec 01T</b>	Federal ID #:	25-6000865

### **SIDEWALK AND LANDSCAPE RIGHT OF ENTRY MAINTENANCE AGREEMENT**

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

and

The City of Johnstown, of the Commonwealth of Pennsylvania ("Municipality").

### **BACKGROUND**

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

In addition to detailing sidewalk maintenance responsibilities, this Agreement permits Municipality to enter and use highway right of way to maintain landscaping, a pedestrian fence, and a bike lane, per Section 420 of the State Highway Law of 1945, 36 P.S. § 670-420, which

provides no person may open the surface of or occupy a state highway without PennDOT permission.

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

1. **Project Location.** PennDOT shall design and construct a project involving improvements at the locations shown below ("Project"). PennDOT has determined that a sidewalk, pedestrian fence, bike lane, and landscaping are appropriate as part of the Project:

County	State Route	Beginning Segment/Offset	Ending Segment/Offset
Cambria	3011	0050/0782	0050/2281
Cambria	0403	0110/0000	0110/0216

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

- c. **Level of Service.** Sidewalk shall remain in operable working condition. The Municipality shall maintain those features of facilities and equipment required to be readily accessible to and usable by persons with disabilities in accordance with 28 CFR § 35.133. The Municipality shall adopt standards and practices ensuring the Municipality's day-to-day operations to keep the pedestrian path of travel open and usable for all persons, including those with disabilities, throughout the year (including snow and debris removal, and maintenance of accessible pedestrian walkways in work zones).
  - d. **Service Interruptions.** While isolated or temporary interruptions in service or access due to maintenance or repairs may be allowed, the Municipality shall ensure reasonable alternative pedestrian access accommodations for long-term disruptions.
  - e. **Municipal Sidewalk Ordinances.** The Municipality, by ordinance, may provide its sidewalk maintenance responsibilities under this Agreement shall be performed by adjacent property owners.
4. **Pedestrian Fence.** PennDOT shall install, with its own forces or by contract, a pedestrian fence as described in Exhibit A. The Municipality shall be responsible for the maintenance of the pedestrian fence.
5. **Bike Lane.** PennDOT shall install, with its own forces or by contract, a bike lane as described in Exhibit B. The Municipality shall install and maintain all Bike Route Signs and Pavement Markings associated with the bicycle lane pursuant to 67 PA Code § 212.5(b)1(v). The Municipality will coordinate with PennDOT in advance of any work in the right-of-way. The Municipality shall to remove debris from the bike lane as needed.

PennDOT will remove snow from the bike lane and perform other routine roadway maintenance, such as sweeping and vegetation trimming, in accordance with normal

operations. The Municipality may remove all Bike Lane Signs and Pavement Markings upon written notification to PennDOT. PennDOT reserves the right to remove all Bike Lane Signs and Pavement Markings and will notify Municipality of such removal.

6. **Landscaping.** PennDOT shall install, with its own forces or by contract, landscaping as described in Exhibit C. The Municipality shall be responsible for the maintenance of the landscaping.

7. **Landscaping Maintenance Responsibilities.**

a. **Access to Landscaping.** PennDOT grants the Municipality, its employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter the property where the landscaping is located ("Entry Area") to maintain the landscaping. Access to the Entry Area is only allowed as designated in this Agreement, its Exhibits, and referenced plans. Access is only granted from existing access points along the travelled way of the highway or those agreed by the parties. The Municipality, its employees, agents, representatives, and contractors shall not interfere with PennDOT operations. The Municipality will coordinate with PennDOT in advance of any work in the right-of-way.

b. **Access to the Property of Others.** This Agreement shall not be considered authorization to the Municipality or its contractors to encroach on the property of others. If the Municipality must enter upon land outside PennDOT's right-of-way owned by a third party, the Municipality shall, at its own expense, secure the necessary authorization, release, or right of entry. The Municipality shall provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by PennDOT.

c. **Maintenance and Protection of Traffic Plan.** Before conducting work within the Entry Area, including maintenance or restoration of the landscaping Project, the Municipality shall submit for PennDOT's approval a maintenance and protection

of traffic (MPT) plan conforming to the work zone traffic control requirements of the Manual of Traffic Control Devices (MUTCD) and PennDOT Publication 213, plus additional special work zone provisions PennDOT requires. The MPT plan shall include a detailed description of the maintenance or restoration work. The Municipality shall not proceed until PennDOT has approved the MPT plan. PennDOT shall approve or disapprove the MPT plan within 45 days of the Municipality's submission. PennDOT may reject or disapprove an MPT plan for any reason. If the Municipality chooses or is required to perform maintenance work on the Project, the Municipality shall submit a new MPT Plan for PennDOT approval before beginning work. Failure to comply with these requirements shall be cause for immediate suspension of work until proper traffic controls are provided.

- a. **No Impediments to Traffic.** The Municipality shall not impede traffic on the highway. No work or staging is allowed within the travelled way. Staging is allowed within highway shoulder areas only with PennDOT's prior, written consent.
- b. **Clean-Up Upon Completion of Work.** The Municipality, upon completion of the work, shall leave the highway right of way clean of rubbish, excess materials, temporary structures and equipment. Highway right of way disturbed by the Project shall be left in acceptable condition.

8. **Available Funds.** The Municipality, by executing this Agreement, certifies it has on hand or shall acquire sufficient funds to meet its obligations (including maintenance after completion).
9. **Notice of Completion.** Upon completion of the Project by PennDOT or its contractors, PennDOT will send to the Municipality a written notice of completion.

10. **Ensuring Contractor Work.** The Municipality shall ensure contractors performing work authorized by this Agreement strictly abide by this Agreement, its exhibits, and referenced plans.
  
11. **Term and Termination.**
  - a. **Term.** This Agreement shall continue in full force and effect indefinitely, unless terminated as provided in this Agreement. The effective date of this Agreement shall be the date this Agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT shall insert the effective date at the top of Page 1.
  
  - b. **Termination for Convenience of Non-Appropriation.** The parties may cancel or terminate this Agreement for convenience or non-appropriation until the date the Project is awarded, but not after that date. Each party shall bear the costs it incurred during the time this Agreement was in effect.
  
  - c. **Termination for Cause.** This Agreement shall not terminate for cause unless the cause renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this Agreement shall not terminate until and unless the dispute is resolved and this Agreement is determined to be void or otherwise unenforceable.
  
  - d. **Accrued Rights and Obligations.** Termination of this Agreement for any reason shall not release either party from any liability which, at the time of termination, has already accrued to the other party or which is attributable to a period prior to termination, nor preclude either party from pursuing any rights and remedies it may have with respect to any breach of this Agreement.

12. **Liquid Fuels Funds.** If the Municipality fails to perform the terms, conditions, or provisions of this Agreement, PennDOT may withhold the Municipality's Liquid Fuels Tax Fund Allocation to complete necessary work and reimburse PennDOT for the costs due.
  
13. **Notification of Required Action.** If PennDOT determines repair, maintenance, or other required action is necessary with respect to the sidewalk, PennDOT shall notify the Municipality in writing. The Municipality shall begin necessary work within five calendar days of receipt of PennDOT's notice. The Municipality or its contractor shall provide safeguards to protect the safety of the traveling public during the work (including work zone traffic control in accordance with PennDOT regulations and publications). The Municipality shall be responsible for promptly completing the necessary work, even if the general maintenance responsibility for the sidewalk has been delegated to adjacent property owners or other parties; however, if a municipal ordinance makes the adjacent property owners financially responsible for the cost of the work, nothing shall prevent the Municipality from seeking reimbursement from them. If the Municipality fails to commence necessary work within this five-day period or fails to prosecute the work diligently to completion, PennDOT may perform the repair, maintenance, or other necessary action at the Municipality's sole cost and expense.
  
14. **Failure to Make Payment.** Failure by the Municipality to pay PennDOT within 45 days of receipt of an invoice for work performed by PennDOT shall constitute a default. Payment shall be deemed made as follows, according to the manner chosen:
  - a. if made in person, when tendered;
  
  - b. if made by electronic transfer, as provided by state and federal banking laws and regulations;
  
  - c. if made by U.S. First Class Mail, postage prepaid, when posted; or
  
  - d. if made by overnight delivery service having positive tracking, when picked up.



15. **Responsibility for Liability.** PennDOT shall pay for loss, liability or expense, which arises out of or relates to PennDOT's acts or omissions with respect to its obligations under this Agreement, where a final determination of liability on the part of PennDOT is established by a court of law or where settlement has been agreed to by PennDOT. This provision shall not be construed to limit PennDOT's rights, claims or defenses which arise as a matter of law or pursuant to this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or PennDOT. The Municipality shall pay for loss, liability or expense, which arises out of or relates to the Municipality's acts or omissions with respect to its obligations under this Agreement, where a final determination of liability on the part of the Municipality is established by a court of law or where settlement has been agreed to by the Municipality. This provision shall not be construed to limit the Municipality's rights, claims or defenses which arise as a matter of law or pursuant to this Agreement. This provision shall not be construed to limit immunity or defense of the Municipality (including those under the Political Subdivision Tort Claims Act, 42 Pa.C.S. §§ 8541-8564).
16. **Enforcement Costs.** The Municipality shall reimburse PennDOT for expenses, attorneys' fees, or costs PennDOT incurs to enforce this Agreement, within 90 calendar days after receiving written notice PennDOT has incurred them.
17. **Resolutions and Ordinances.** The Municipality shall pass ordinances or resolutions as may be necessary to accomplish the purposes of this Agreement.
18. **Notice.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Except for payments made in accordance with this Agreement, notice shall be deemed given when received.

If to PennDOT:

Name: Maintenance Services Engineer

Street: 1620 N. Juniata Street

City: Hollidaysburg

State: PA

Zip: 15909

Telephone: (814) 696-7250

Fax: N/A

Email Address: N/A

If to Municipality:

Name: Jared Campagna

Street: 419 6<sup>th</sup> Ave

City: Johnstown

State: PA

Zip: 15906

Telephone: (814) 533-2089

Fax: (814) 410-0994

Email Address: jcampagna@cojtwm.com

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

19. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.
20. **Titles Not Controlling.** The titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of

Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
23. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
24. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of PennDOT. This provision shall not apply to the transfer of maintenance responsibilities or obligations by the Municipality pursuant to an ordinance as provided for above.
25. **No Third-party Beneficiary Rights.** This Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
26. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize

delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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

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

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

Attest: Municipality

BY \_\_\_\_\_ BY \_\_\_\_\_  
Title: Date Title: Date

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

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

APPROVED AS TO LEGALITY  
AND FORM

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy Secretary or designee Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10381

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

WHEREAS, the City is entering an agreement with the Pennsylvania Department of Transportation ("PennDOT") to be utilized for the design and construction of a new sidewalks within and a part of the Franklin Street Corridor Project, including new sidewalks bordering the campus and properties of the Conemaugh Memorial Medical Center, a Duke Lifepoint Hospital, ("Hospital"); and

WHEREAS, the City's agreement with PennDOT entails an obligation to provide all maintenance of the sidewalks to be constructed; and

WHEREAS, the Hospital has agreed to provide maintenance services for new sidewalks constructed as part of the Franklin Street Corridor project which border the Conemaugh Memorial Medical Center campus and/or hospital property at no cost to the City, and pursuant to the terms and conditions of the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the Sidewalk Maintenance Agreement between the City of Johnstown and the Conemaugh Memorial Medical Center, a Duke Lifepoint Hospital, is hereby approved and the Interim City Manager and any of his designees are hereby authorized to take any and all actions necessary to enter into and effectuate same.

ADOPTED:


January 13, 2021

By the following Vote:

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

Nays: None (0)

Absent: Rev. King (1)



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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. 10381 as the same by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

## **Sidewalk Maintenance Agreement**

This Agreement is made by and between the City of Johnstown, with a principal place of business at City Hall, 401 Main Street, Johnstown, PA 15901 (hereinafter "City"), and Conemaugh Memorial Medical Center, a Duke Lifepoint Hospital (hereinafter "Hospital") as follows:

WHEREAS, the City has entered an agreement with the Pennsylvania Department of Transportation ("PennDOT") to be utilized for the design and construction of a new sidewalks within and a part of the Franklin Street Corridor Project in the City of Johnstown, including new sidewalks bordering the campus and properties of the Conemaugh Memorial Medical Center, a Duke Lifepoint Hospital, ("Hospital"); and

WHEREAS, the City's agreement with PennDOT entails an obligation to provide for all maintenance of the sidewalks to be constructed; and

WHEREAS, the Hospital has agreed to provide maintenance services for new sidewalks constructed as part of the Franklin Street Corridor project which border the Conemaugh Memorial Medical Center campus and/or hospital property at no cost to the City, and pursuant to the terms and conditions of the attached Agreement;

NOW, THEREFORE, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

**1. Agreement to Provide Maintenance of Sidewalks.**

- a. The Hospital agrees to and hereby confirms that it will and does accept responsibility, at its own cost, for the maintenance of all new sidewalks to be constructed within and as a part of the City's Franklin Street Corridor Project which border and/or abut Hospital property including, but not limited to, all such sidewalks constructed bordering the Conemaugh Memorial Medical Center Campus, as further detailed in the Agreement between the City and the Pennsylvania Department of Transportation (PennDOT) for the construction of said sidewalks.
- b. This Agreement shall be made effective upon execution of both parties, though any/all obligations for maintenance of new sidewalks shall not commence until the construction of the subject sidewalks has been completed, which shall be verified upon written notice issued by the City to the Hospital as to completion of the project and/or relevant portions thereof.
- c. Nothing within this Agreement shall alleviate the Hospital from any of its pre-existing duties, obligations, or practices with respect to maintenance of current sidewalks bordering and/or abutting its property/properties.

- 2. Consideration and Services to be Provided.** In consideration of the City's agreement and facilitation of the construction of the new sidewalks as part of the Franklin Street Corridor project, the Hospital agrees to provide ongoing maintenance for the sidewalks referenced above at its own cost, and without any compensation owed by the City. Said

maintenance services and activities that are or may be required, include but are not limited to snow removal, deicing, salt spreading, plowing, other winter maintenance activities as deemed necessary, removal of debris, drainage, surface and sub-surface repairs, other repairs or improvements that may become necessary over time to maintain the sidewalks in a safe and passable condition, and the provision of any/all materials necessary to provide such maintenance.

3. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party, such causes may include but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits, delay and performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.
4. **Liability of the Parties.** The Hospital shall pay for loss, liability, or expense which arises out of or relates to Hospital's acts or omissions with respect to its obligations under this agreement where a final determination of liability on the part of Hospital is established by a court of law or where settlement has been agreed to by Hospital. This provision shall not be construed to limit the Hospital's rights, claims, or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit any defense of the Hospital under any applicable statute or law.

The City shall pay for loss, liability, or expense which arises out of or relates to the its own acts or omissions with respect to its obligations under this agreement, which for purposes of this provision are understood to include and encompass all activities undertaken to facilitate the construction of the new sidewalks by PennDOT, as detailed in the Agreement between the City and PennDOT, where a final determination of liability on the part of the City is established by a court of law or where settlement has been agreed to by the City. This provision shall not be construed to limit the City's rights, claims, or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit immunity or defense of the City, including those arising under the Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541-8564.

5. **Termination of Agreement.** This agreement shall continue in full force and effect for the term provided herein, unless terminated in accordance with this paragraph. The parties may cancel or terminate this agreement for convenience or other purposes, upon written notice submitted by the terminating party no less than 120 days in advance of the effective date of said termination. Termination of this agreement for any reason shall not release either party from any liability which, at the time of termination has already accrued to the other party or which is attributable to a period prior to termination, nor shall it preclude



either party from pursuing any rights and remedies it may have with respect to any breach of this agreement.

6. **Amendments and Modifications.** No alterations or variations to this agreement shall be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by the other party of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
8. **Implementation of Agreement.** The parties agree and commit to perform such additional acts and execute such additional documents as are reasonably necessary to effectuate or carry out this Agreement.
9. **Execution; Counterparts.** This Agreement may be executed in counterparts separately by each party, each of which counterpart shall be deemed an original, and all of which shall constitute one (1) in the same instrument.
10. **Compliance with applicable law.** All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.
11. **Complete Agreement.** his Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto.
12. **Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Cambria County Court of Common Pleas.

This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents warrants that the signatory is duly authorized to execute this Agreement on behalf of the party indicated.

IN WITNESS WHEREOF, the undersigned parties, have caused this Agreement to be executed by their duly authorized signatures.

WITNESSED:

\_\_\_\_\_  
City Clerk (seal)

City of Johnstown

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Conemaugh Memorial Medical Center,  
a Duke Lifepoint Hospital

ATTEST:

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10382

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 PURPOSE OF MAINTENANCE OF THE CLEAN FILL DUMP SITE

WHEREAS, the City of Johnstown has determined that there is a need to seek and obtain bids for the purposes of maintenance of the clean fill dump site located off of Lloyd Ct in Oakhurst; and

WHEREAS, the requested proposals must include the provision of services and maintenance as detailed in the City Request for Proposals including, but not limited to, a contractor providing a dozer no smaller than a D6 with a qualified operator for 40 hours per week, providing all required approved soil erosion and sedimentation controls for clean fill disposal site, providing services to spread and compact materials at the site and maintaining the site as determined by the grading plan;

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 any and all actions necessary to seek and obtain proposals for the purposes of maintenance of the clean fill dump site.

ADOPTED:

January 13, 2021

By the following Vote:

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

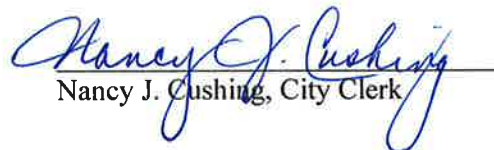
Nays: None (0)

Absent: Rev. King (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. 10382 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 Maintenance of the Clean Fill Disposal site**

**RFP- JANUARY 2021**

**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 Maintenance of Clean Fill Disposal Site**

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 **January 26, 2021 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 **January 26, 2021 at 12:00 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](mailto: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.

**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**

The City of Johnstown owns the clean fill disposal site located off Lloyd Ct in the Oakhurst section of the city. Operate and maintain the site in a manner which meets the permit requirements for a period of nine (9) months commencing in/around March 2021 and extending through November 2021, subject to termination upon written notice by the City.

## **TASKS TO BE PERFORMED**

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

- A. The contractor shall provide all required approved soil erosion and sedimentation controls for the clean fill disposal site and shall spread and compact materials at the site and maintain the site determined by the grading plan.
- B. The contractor shall provide a bulldozer no smaller than a D6 with a qualified operator for up to 40 hours per week, for the relevant contract term, as needed.

## **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
- Perform all work to UCC standards.
- Provide weekly progress reports to the City of Johnstown
- Provide monthly invoices to the City of Johnstown for work completed
- 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 February 2021, with work beginning shortly thereafter

### **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
- An estimated project schedule to complete all work tasks
- Examples of similar work the contractor has completed in the last five years
- Experience of the assigned contractor staff
- 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, PENNSYLVANIA  
RESOLUTION NO. 10383**

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING THE CITY MAYOR TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN EXTENSION AGREEMENT BETWEEN THE CITY AND JOHN K. TRANT, JR., D/B/A STRATEGIC SOLUTIONS, LLC FOR INTERIM CITY MANAGEMENT SERVICES THROUGH A MAXIMUM DATE OF MARCH 31 2021.

WHEREAS, the City previously entered into a contract with John K. Trant, Jr. d/b/a Strategic Solutions, LLC for purposes of securing Interim City Management and Consulting Services to supplement and support the City during the period in which it sought a candidate for a full-time, permanent City Manager position; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the City's residents to maintain continuity with respect to the provision of Interim City Management Services by Mr. Trant, until such point as when a City Manager candidate is confirmed and commences employment, and to further utilize the services of Mr. Trant to assist with the transition of any City Manager candidate that commences employment with the City on an hourly basis, not to exceed Mr. Trant's current hours/days billed per week, if/when such circumstances become applicable, through the date of March 31, 2021; and

WHEREAS, Mr. Trant has indicated a willingness to stay on and provide Interim City Management Services under the same terms and conditions of the original Agreement, subject to his 2021 billing rates commencing January 1, 2021, and to provide transition services billed on an hourly basis, as requested and/or required if/when a City Manager candidate commences employment, through the date of March 31, 2021;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that:

1. The City hereby approves an extension of the Agreement between the City and Strategic Solutions, LLC for Interim City Management Services through March 31, 2021, and further authorizes the Mayor, on behalf of City Council, to take all actions necessary to effectuate same; and
2. The City Council hereby approves the appointment and designation of John K. Trant, Jr. as Interim City Manager to remain effective through the earlier of March 31, 2021 or the date when a City Manager candidate commences employment with the City of Johnstown, at which time Mr. Trant shall continue on as a consultant to the City Manager's transition, through March 31, 2021.
3. The attached hourly billing rates for Strategic Solutions, LLC shall be applicable for services rendered beginning January 1, 2021 through end date of this Agreement and/or any extension thereof that may be mutually agreed upon, in writing, by the parties.

4. Any/all prior Resolutions and Agreements adopted by City Council and/or between the parties are hereby amended to the extent of any inconsistency with this Resolution and the Extension Agreement to be entered by the parties, effective January 1, 2021.

ADOPTED:


January 13, 2021

By the following Vote:

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

Nays: None (0)

Absent: Rev. King (1)

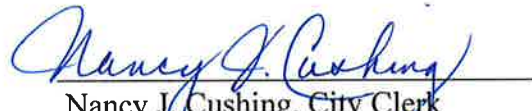


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10383** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

**Extension Agreement of Contract for Services  
CITY OF JOHNSTOWN  
INTERIM CITY MANAGEMENT**

THIS EXTENSION AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the **City of Johnstown (hereinafter “the City”)** a municipal corporation under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 401 Main Street, Johnstown PA, 15901, and **John K. Trant, Jr. d/b/a Strategic Solutions LLC (hereinafter, “Strategic Solutions”)**, a Pennsylvania corporation with offices at 524 Sandrae Drive, Pittsburgh PA, 15243.

RECITALS

WHEREAS, the City previously entered into a contract with John K. Trant, Jr. d/b/a Strategic Solutions, LLC for purposes of securing Interim City Management and Consulting Services to supplement and support the City during the period in which it sought a candidate for a full-time, permanent City Manager position; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the City’s residents to maintain continuity with respect to the provision of Interim City Management Services by Mr. Trant, until such point as when a City Manager candidate is confirmed, and to further utilize the services of Mr. Trant to assist with the transition of any City Manager candidate that commences employment with the City on the basis of hourly billing, if/when such circumstances become applicable, through the date of March 31, 2021; and

WHEREAS, Mr. Trant has indicated a willingness to stay on and provide Interim City Management Services under the same terms and conditions of the original Agreement, and to provide transition services as requested and/or required by the City Council if/when a City Manager candidate commences employment, through the date of March 31, 2021;

NOW THEREFORE, with the intent to be legally bound, the City and Strategic Solutions hereto agree as follows:

AGREEMENT

1. The parties hereby agree and acknowledge that the Agreement for Interim City Management and Consulting Services is extended to March 31, 2021.
2. All terms and conditions outlined in the original Agreement for Interim City Management and Consulting Services shall remain in full force and effect and said Agreement is incorporated herein by reference, except to the extent of any inconsistency with the following:
  - a. The parties hereby agree that in the event a City Manager candidate is confirmed and commences employment with the City of Johnstown in 2021, Mr. Trant, d/b/a Strategic Solutions, LLC will remain contracted with the City as a consultant for purposes of providing services to assist with the City Manager’s transition, from

the date of the City Manager's commencement of employment through March 31, 2021.

- b. During any such period of transition, billing will occur in accordance with Mr. Trant's hourly rate, and with such services to be provided as needed or requested by City Council and/or the City Manager, but not to exceed the total number of days/hours for which Mr. Trant is currently contracted to provide Interim City Management Services.
  - c. The attached hourly billing rates for Strategic Solutions, LLC shall be applicable for services rendered beginning January 1, 2021 through end date of this Agreement and/or any extension thereof that may be mutually agreed upon, in writing, by the parties.
3. This Agreement of Extension shall be effective January 1, 2021, and may be amended upon the mutual agreement of both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.


WITNESS:

CITY OF JOHNSTOWN, PA



Name: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

WITNESS:

STRATEGIC SOLUTIONS LLC

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# STRATEGIC SOLUTIONS

Listen. Engage. Advise.

## 2021 BILLING RATES

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Principal:	\$140 per hour
Principal, Expert Witness:	\$180 per hour
Project Manager:	\$122 per hour
Code Enforcement:	\$92 per hour
Project Support:	\$70 per hour
Mileage	Federal Rate
Postage	Direct Cost

*\* Billing rates may be updated annually.*

CITY OF JOHNSTOWN, PENNSYLVANIA  
RESOLUTION NO. 10384

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA TO AUTHORIZE THE INTERIM CITY MANAGER AND THE FINANCE DIRECTOR TO TRANSFER AND COMMIT \$1.2 MILLION FROM THE GENERAL FUND CASH ACCOUNT INTO A SEPARATE BANK ACCOUNT FOR THE PURPOSE OF FUNDING THE OTHER POST EMPLOYMENT BENEFITS(OPEB) LIABILITIES OF THE CITY OF JOHNSTOWN, THE LARGEST PORTION OF WHICH IS HOSPITALIZATION COVERAGE FOR RETIREES.

WHEREAS, the City follows GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions," which requires OPEB funds to be classified as "Committed", and temporarily restricts the use of these funds for the specific purpose of funding the City's OPEB liability; and

WHEREAS, formal action by Council is necessary to modify or rescind such a fund balance commitment; and

WHEREAS, the amount of \$1.2 million will cover approximately one year of OPEB liabilities of the City of Johnstown, that largest of which is retiree hospitalization coverage, and is currently available for the City of Johnstown to utilize to fund OPEB liabilities up to that amount if necessary; and

WHEREAS, this Resolution is intended to confirm Council's authorization for the Interim City Manager and Finance Director to commit these funds to OPEB liabilities in the amount of \$1.2 million dollar and to transfer that amount from the City's fund balance into a separate cash account at 1<sup>st</sup> Summit Bank and to obtain the most favorable terms available from 1<sup>st</sup> Summit Bank in the course of doing so; and

WHEREAS, the \$1.2 million dollars transferred from the fund balance may and will be placed and reflected at the OPEB Cash Account line-item number: 01.100.03.000.00 within the City's Annual General Fund of the Annual Budget upon authorization of this Resolution, and does not require a formal budget amendment via Ordinance; and

WHEREAS, it is understood and agreed the commitment of the \$1.2 million dollar amount is a temporary restriction and that said amount or any portion thereof may be transferred back to the General Fund Cash Account if said Funds are needed for other General Fund purposes; and

WHEREAS, any transfer of this amount committed to OPEB liabilities and/or any portion thereof shall not be permitted occur unless/until a Resolution of the City Council of the City of Johnstown authorizing such transfer is approved by Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City of Johnstown hereby authorizes the Interim City Manager and Finance Director to transfer \$1.2 million dollars from the City's fund balance as an amount committed and temporarily

restricted to the City's OPEB liability line item account, to transfer said amount into a separate cash account with 1<sup>st</sup> Summit Bank, and to execute any/all agreements and notices, and take any/all further actions necessary to effectuate such commitment and transfer.

ADOPTED:


January 13, 2021

By the following Vote:

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

Nays: None (0)

Absent: Rev. King (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. 10384 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cusling, City Clerk



**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10385**

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO. 463 FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2025.

WHEREAS, the City and the International Association of Firefighters, Local Union No. 463 have engaged in negotiations following the expiration of the parties previous collective bargaining agreement extending from January 1, 2018 through December 31, 2020; and

WHEREAS, the parties have successfully reached an agreement applicable to the period of January 1, 2021 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby ratifies the Collective Bargaining Agreement between the International Association of Firefighters, Local Union No. 463 effective January 1, 2021 through December 31, 2025 and further ratifies and acknowledges the Interim City Manager's authority to execute said agreement on behalf of the City of Johnstown.

ADOPTED:

January 13, 2021

By the following vote:

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

Nays: None (0)

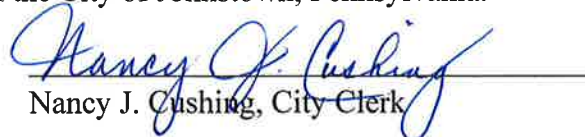
Absent: Rev. King (1)



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. 10385 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. 10386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF GLASSMERE FUEL SERVICE, FOR THE PURCHASE, SUPPLY AND DELIVERY OF FUEL FOR CITY OWNED VEHICLES, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, CONTINGENT UPON FINAL APPROVAL OF THE AGREEMENT BY THE CITY SOLICITOR.

WHEREAS, Glassmere Fuel Service has submitted a proposal for the purchase, supply and delivery of fuel for city owned vehicles; and

WHEREAS, Glassmere Fuel Service 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 Inventory of Gas and Oil Account to cover the cost of this agreement, at line item account number 011500003100 for the purchase, supply and delivery of fuel for City owned vehicles; and

WHEREAS, the attached proposal and agreement set forth a proposed cost of OPIS Pricing plus .0649 to provide said services until January 31, 2022; 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 the purchase, supply and delivery of fuel for City owned vehicles, and further authorizes the Interim City Manager to enter into an agreement and to take any and all actions necessary to effectuate the same.

ADOPTED:


January 13, 2021

By the following vote:

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

Nays: None (0)

Absent: Rev. King (1)

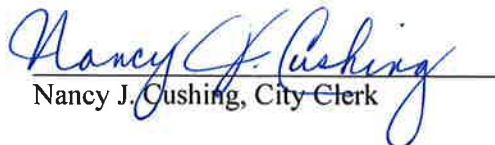


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10386 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

**BID TABULATION**

<b>Date: January 4, 2021</b>	<b>Fuel Provider</b>	<b>Due: 12:00PM</b> <b>Opened: 1:00PM – City Hall</b>
------------------------------	----------------------	--

**In Attendance:**

<b>Name</b>	<b>Affiliation</b>
<u>Jared Campagna</u>	<u>COJ</u>
<u>Amber Berezansky</u>	<u>COJ</u>

**BID TABULATION**

<b>BIDDER'S NAME/ADDRESS</b>	<b>AMOUNT OF BID</b>
<u>1.</u> <u>Luther P. Miller</u>	<u>Opis + .25</u>
<u>2.</u> <u>Glassmere Fuel Service INC</u>	<u>Opis + .0649</u>
<u>3.</u>	
<u>4.</u>	
<u>5.</u>	
<u>6.</u>	



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY \* INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 12/18/2020." 1/4/2021  
DATE

City of Johnstown  
MUNICIPALITY (NAME & TYPE)

Amber Berezansky  
SECRETARY

Sealed Proposals will be received on or before 1/4/2021, on the above Letting Date.  
TIME

410 Main Street  
Johnstown Pa 15901

Bids will be opened and read at approximately 10:00, on the above Letting Date.  
TIME

ADDRESS  
(814)533-2504 Ext. 122  
MUNICIPAL CONTACT PHONE NUMBER

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

- 3. Contract shall expire in one year from Date of Award or January 1, 2022  
(DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of Classmere Fuel Service, Inc  
PO Box 187 CLINTSVILLE PA, 15032  
(NAME OF CONTRACTOR)  
(ADDRESS)

- 1. It is hereby certified as follows:
  - a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]:  
\_\_\_\_\_
  - b. None of the above persons are employees of the municipality.
  - c. This proposal is made without collusion with any other person, firm or corporation.
  - d. All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- 2. Accompanying this proposal is a certified check or bid bond in the amount of \$ WAIVED made payable to the municipality, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- 3. Name(s) of source(s) of supply of bituminous materials.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

*Crystala Gardner*  
 TITLE: \_\_\_\_\_

PLACE  
SEAL  
HERE

*GLASSMERE FUEL SERVICE INC*  
 SUPPLIER

BY: *Dell M. Cronin, PRES.*  
 TITLE: \_\_\_\_\_

PLACE  
SEAL  
HERE

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON:

ATTESTED BY:

DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT:

TITLE: \_\_\_\_\_

\$ \_\_\_\_\_

ITEMS INCLUDED IN CONTRACT:

**SCHEDULE OF PRICES  
FOR EQUIPMENT AND / OR MATERIALS**

EQUIPMENT Type, Make, Model, Specifications: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ F.O.B. \_\_\_\_\_

PRICE \$ \_\_\_\_\_  
 - Trade-in \$ \_\_\_\_\_  
 Net \$ \_\_\_\_\_

OUTRIGHT PURCHASE - Trade-in \$ \_\_\_\_\_  
 Net \$ \_\_\_\_\_

RENTAL WITH PURCHASE OPTION ( Rental to be applied to purchase price.)  
 Rental: \_\_\_\_\_ per \_\_\_\_\_  
 ( Hour, day, week, month, etc.)

PRICE \$ \_\_\_\_\_  
 - Trade-in \$ \_\_\_\_\_  
 Net \$ \_\_\_\_\_

**PROPOSAL AND CONTRACT INSTRUCTIONS**

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by municipality by crossing it out on Proposal Form 963.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. EXAMPLE: All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. ( Unit Price delivered as directed does not apply to bituminous pavements. Use form MS-944.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1-A, 1-B, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options.
5. Performance bonds are provided by only the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic ( ADT ) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.
9. This form is PRIMARILY for use when work is performed by Local Forces.
10. An ESCALATOR CLAUSE is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause MAY NOT be inserted by the contractor.
11. Freight On Board (FOB) asphalt is subject to the requirements of Publication 408, Section 110.04(a) Price Adjustment of Bituminous Materials.

SCHEDULE OF PRICES - MATERIALS

BIDDER NAME:

*WASSMERE FUEL SERVICE INC*

1 ITEM NO.	2 APPROX. QUANTITY	3* UNIT	4** DESCRIPTION	5 REMARKS AND / OR DELIVERY DATES	6 UNIT PRICE FOB PLANT	A TOTAL (2 x 6)	7 UNIT PRICE DELIVERED AT JOB SITE	B TOTAL (2 x 7)	8*** UNIT PRICE DELIVERED AS DIRECTED	C TOTAL (2 x 8)
1	10,000	gallons more or less	Gasoline 10,000 under ground tank	Delivered/Gal. bid as a constant margin over the O.P.I.S. average as substantiated by proof of price such as a copy of O.P.I.S. PAD 1 Report.					.0649	64900
2	6,000	gallons more or less	on Road Diesel fuel 6,000 under ground tank	Delivered/Gal. bid as a constant margin over the O.P.I.S. average as substantiated by proof of price such as a copy of O.P.I.S. PAD 1 Report.					.0649	38940

\* Gallons - Tons - Feet - etc.

\*\* Includes Class - Size - Diameter

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.

\*\*\*For Bituminous or other Pavements in Place, Use Form 944 ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

4. Minimum delivery is 7,000 gallons of combined products. Lesser quantities will be prorated according to above margin.

CITY OF JOHNSTOWN, PENNSYLVANIA  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT AND EASEMENT BETWEEN THE CITY OF JOHNSTOWN AND THE GREATER JOHNSTOWN WATER AUTHORITY.

WHEREAS, the City recognizes the public need being served by continued improvements of a public sanitary sewer system and the maintenance of sewage collection and interceptor lines for such purposes; and

WHEREAS, the attached Right-of-Way and Easement Agreement consisting of a permanent Right-of-Way and Easement and a temporary construction Easement across City real property located in the First Ward of the City of Johnstown, as shown on the attached drawings, is proposed in consideration of One Dollar and other good and valuable consideration to the City of Johnstown; and

WHEREAS, the Right-of-Way and Easement Agreement provides that the Grantee, the Greater Johnstown Water Authority, its successors and assigns shall promptly restore and replace the grounds and property affected by the installation, maintenance, repair, and replacement of said sewage facilities to the same condition as the grounds were immediately prior thereto;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager and/or his designee to execute all documents and take any/all actions necessary to effectuate a Right-of-Way and Easement Agreement between the City of Johnstown and the Greater Johnstown Water Authority, as provided herein.

ADOPTED:


January 13, 2021

By the following Vote:

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

Nays: None (0)

Absent: Rev. King (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. 10387 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk



## Right-of-Way Agreement and Easement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **CITY OF JOHNSTOWN**, having an address of City Hall, 401 Main Street, Johnstown, Pennsylvania 15901, hereinafter called the "Grantor",

AND

**THE GREATER JOHNSTOWN WATER AUTHORITY**, a municipal authority, having offices at 640 Franklin Street, Johnstown, Cambria County, Pennsylvania 15907, hereinafter called the "Grantee".

**WITNESSETH**, that for and in the consideration of the sum of ONE (\$1.00) DOLLAR to Grantor in hand paid by the Grantee, and also in consideration of the benefits which will inure to the Grantor, Greater Johnstown Water Authority, and the general public, said Grantor does hereby give, grant and convey unto the said Greater Johnstown Water Authority, its successors and assigns, a perpetual right-of-way to construct, install and maintain sewage collection and interceptor lines along with necessary appurtenances, for use by its present and future customers, with the right of ingress, egress and regress, in, through, under and across lands of the Grantor **situated in the First Ward of the City of Johnstown**, County of Cambria, and State of Pennsylvania, more particularly described and shown on the drawing of The EADS Group, Inc., (R/W 08) dated September 2020 and attached hereto;

Consisting of a permanent Right-of-Way and Easement and a temporary construction easement occupying Grantor's land to the extent shown on the attached drawing. Grantor shall not change the grade of the land or deposit or remove fill within the permanent easement area.

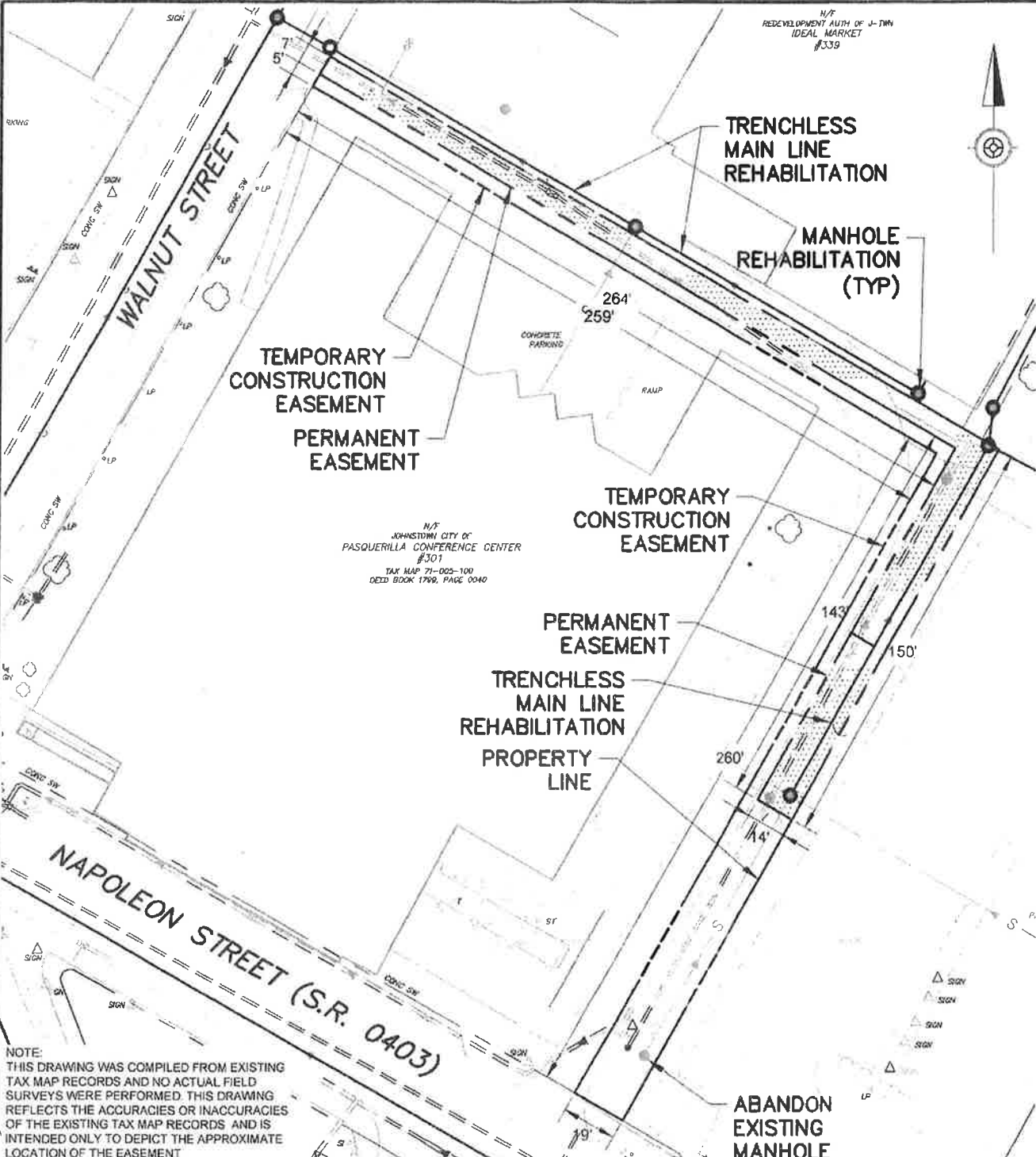
To have and to hold said Right-of-Way and Easement for all purposes aforementioned, in perpetuity; provided, however, that the Grantee, its successors and assigns, shall promptly restore and replace the grounds and property affected by the installation, maintenance, repair and replacement of said sewage facilities to the same condition as the grounds were immediately prior thereto, including repair of any underground cables or other facilities encountered in the construction of the sewage facilities. Grantee hereby indemnifies and holds harmless the Grantor from any liability for personal injury to Grantee's agents, workmen or employees, or any other person occasioned by the construction and/or maintenance of the sewage facilities. Grantor shall not substantially change the grade of the land following the grant of this easement.

This Easement will run with the land and will be binding upon the heirs, executors, administrators, successors and assigns of the Grantor.

Being the same piece or parcel of land, Tax Map No. 71-005.-100.000, which

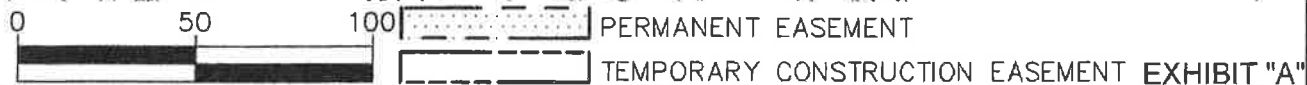


N/F  
REDEVELOPMENT AUTHORITY OF J-TOWN  
IDEAL MARKET  
#339



N/F  
JOHNSTOWN CITY OF  
PASQUERILLA CONFERENCE CENTER  
#301  
TAX MAP 71-005-100  
DEED BOOK 1799, PAGE 0040

NOTE:  
THIS DRAWING WAS COMPILED FROM EXISTING  
TAX MAP RECORDS AND NO ACTUAL FIELD  
SURVEYS WERE PERFORMED. THIS DRAWING  
REFLECTS THE ACCURACIES OR INACCURACIES  
OF THE EXISTING TAX MAP RECORDS AND IS  
INTENDED ONLY TO DEPICT THE APPROXIMATE  
LOCATION OF THE EASEMENT



R:\1067 City of Johnstown\17225 CBD San Storm Separation\06 CADD\20 MS\Easements\easements.dwg

PREPARED BY: The EADS Group Inc. 227 FRANKLIN ST SUITE 300 JOHNSTOWN PA 15901	DATE: DECEMBER 2020
REVISION #	DATE:

PLAT SHOWING EASEMENT TO BE GRANTED TO  
GREATER JOHNSTOWN WATER AUTHORITY  
FOR SEWER LINE THRU LANDS NOW OR FORMERLY

**CITY OF JOHNSTOWN**

TAX MAP NUMBER 71-005-100  
DEED BOOK 1799, PAGE 0040

SITUATE IN THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

1ST WARD  
R/W 08



640 FRANKLIN STREET, P.O. BOX 1407  
JOHNSTOWN, PA 15907-1407  
PHONE: (814)533-4300, FAX: (814)536-0770

November 12, 2020

**EASEMENT NOTIFICATION**

Mailing Address: 401 Main Street, Johnstown, PA 15901  
For Property Located at: 301 Napoleon Street

**RE: Central Business District Sanitary Sewer Construction**

Construction on the Greater Johnstown Water Authority's (GJWA) new sanitary sewage collection system in the Central Business District is anticipated to begin in March 2021. You are receiving this letter because the GJWA requests your permission to rehabilitate and install new sewage conveyance facilities such as pipes and manholes on your property. Attached to this letter is a copy of a voluntary sewer line easement agreement and a sketch plan showing the location of the installation and the conditions for the installation of the proposed facilities.

The GJWA has certain milestone deadlines to meet, that puts the GJWA on a tight schedule for completing the work. All easements must be received before December 14, 2020. **THE GJWA RESERVES THE RIGHT TO MOVE TO CONDEMNATION IF THE EASEMENTS ARE NOT RECEIVED BY THE LISTED DATE.**

The easement provides that the GJWA will restore your property after installation of the proposed facilities. Restoration will consist of grading the surface, planting of grass, replanting small shrubs or ornamentals and replacement of gravel or pavement disturbed during installation. Large trees will not be replaced.

If you have specific questions related to this request or need a certified notary, it is best for you to contact Greg Pisarski with the EADS Group at (814)-241-3429.

Thank you for your attention to this letter and we hope you will respond favorably to this request. The GJWA apologizes in advance for any inconvenience and greatly appreciates your assistance and consideration with this project as we continue to make Federal and State mandated improvements to the sewer system.

Sincerely,

Greater Johnstown Water Authority  
640 Franklin St.  
Johnstown, PA 15901

*Greater Johnstown Water Authority is an Equal Opportunity Provider and Employer  
TTY/TTD & Voice 711 - PA Relay 711*

CITY OF JOHNSTOWN, PENNSYLVANIA  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT AND EASEMENT FOR PROPERTY RECORDED AS OWNED BY THE PARKING AUTHORITY OF THE CITY OF JOHNSTOWN AND THE GREATER JOHNSTOWN WATER AUTHORITY.

WHEREAS, the City recognizes the public need being served by continued improvements of a public sanitary sewer system and the maintenance of sewage collection and interceptor lines for such purposes; and

WHEREAS, the attached Right-of-Way and Easement Agreement consisting of a permanent Right-of-Way and Easement and a temporary construction Easement across real property recorded as owned by the City of Johnstown Parking Authority, located in the Third Ward of the City of Johnstown, as shown on the attached drawings, is proposed in consideration of One Dollar and other good and valuable consideration; and

WHEREAS, the Right-of-Way and Easement Agreement provides that the Grantee, the Greater Johnstown Water Authority, its successors and assigns shall promptly restore and replace the grounds and property affected by the installation, maintenance, repair, and replacement of said sewage facilities to the same condition as the grounds were immediately prior thereto;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager and/or his designee to execute all documents and take any/all actions necessary to effectuate a Right-of-Way and Easement Agreement between the Parking Authority of the City of Johnstown/the City of Johnstown and the Greater Johnstown Water Authority, as provided herein.

ADOPTED:

January 13, 2021

By the following Vote:

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

Nays: None (0)

Absent: Rev King (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. 10388 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

## Right-of-Way Agreement and Easement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **PARKING AUTHORITY OF THE CITY OF JOHNSTOWN**, having an address c/o City of Johnstown, City Hall, 401 Main Street, Johnstown, PA 15901, hereinafter called the "Grantor",

AND

**THE GREATER JOHNSTOWN WATER AUTHORITY**, a municipal authority, having offices at 640 Franklin Street, Johnstown, Cambria County, Pennsylvania 15907, hereinafter called the "Grantee".

**WITNESSETH**, that for and in the consideration of the sum of ONE (\$1.00) DOLLAR to Grantor in hand paid by the Grantee, and also in consideration of the benefits which will inure to the Grantor, Greater Johnstown Water Authority, and the general public, said Grantor does hereby give, grant and convey unto the said Greater Johnstown Water Authority, its successors and assigns, a perpetual right-of-way to construct, install and maintain sewage collection and interceptor lines along with necessary appurtenances, for use by its present and future customers, with the right of ingress, egress and regress, in, through, under and across lands of the Grantor **situated in the Third Ward of the City of Johnstown**, County of Cambria, and State of Pennsylvania, more particularly described and shown on the drawing of The EADS Group, Inc., (R/W 11) dated September 2020 and attached hereto;

Consisting of a permanent Right-of-Way and Easement and a temporary construction easement occupying Grantor's land to the extent shown on the attached drawing. Grantor shall not change the grade of the land or deposit or remove fill within the permanent easement area.

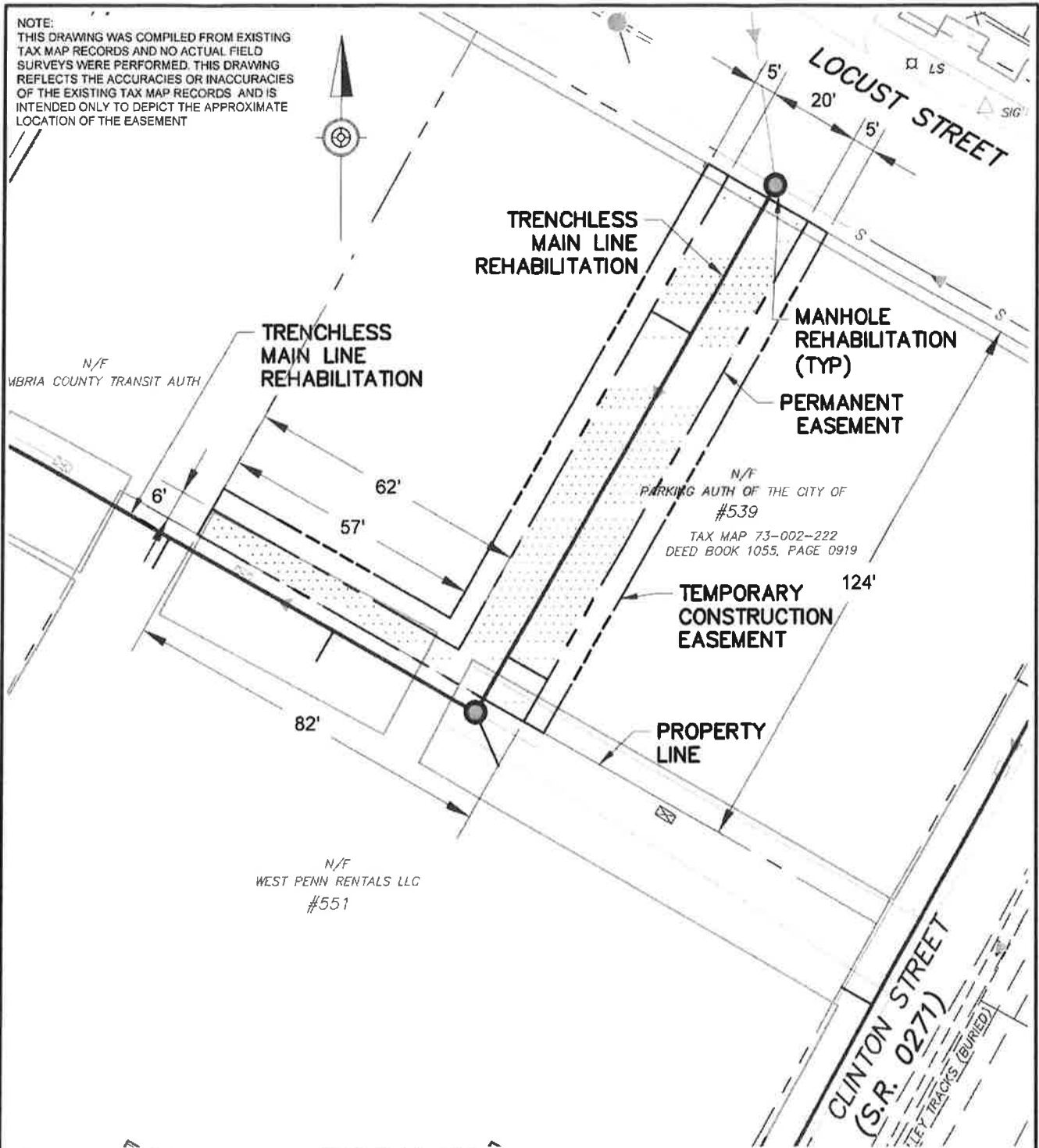
To have and to hold said Right-of-Way and Easement for all purposes aforementioned, in perpetuity; provided, however, that the Grantee, its successors and assigns, shall promptly restore and replace the grounds and property affected by the installation, maintenance, repair and replacement of said sewage facilities to the same condition as the grounds were immediately prior thereto, including repair of any underground cables or other facilities encountered in the construction of the sewage facilities. Grantee hereby indemnifies and holds harmless the Grantor from any liability for personal injury to Grantee's agents, workmen or employees, or any other person occasioned by the construction and/or maintenance of the sewage facilities. Grantor shall not substantially change the grade of the land following the grant of this easement.

This Easement will run with the land and will be binding upon the heirs, executors, administrators, successors and assigns of the Grantor.

Being the same piece or parcel of land, Tax Map No. 73-002.-222.000, which



NOTE:  
 THIS DRAWING WAS COMPILED FROM EXISTING  
 TAX MAP RECORDS AND NO ACTUAL FIELD  
 SURVEYS WERE PERFORMED. THIS DRAWING  
 REFLECTS THE ACCURACIES OR INACCURACIES  
 OF THE EXISTING TAX MAP RECORDS AND IS  
 INTENDED ONLY TO DEPICT THE APPROXIMATE  
 LOCATION OF THE EASEMENT



PLAT SHOWING EASEMENT TO BE GRANTED TO  
 GREATER JOHNSTOWN WATER AUTHORITY  
 FOR SEWER LINE THRU LANDS NOW OR FORMERLY  
**PARKING AUTHORITY OF THE CITY OF JOHNSTOWN**

TAX MAP NUMBER 73-002-222  
 DEED BOOK 1055, PAGE 0919

SITUATE IN THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

3RD WARD  
 RW 11

R:\1067 City of Johnstown\17225 CBD San Storm Separation\06 CADD\20 MIS\Easements\easements.dwg

PREPARED BY: The EADS Group Inc. 227 FRANKLIN ST SUITE 300 JOHNSTOWN PA 15901	DATE: DECEMBER 2020	REVISION #	DATE:
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640 FRANKLIN STREET, P.O. BOX 1407  
JOHNSTOWN, PA 15907-1407  
PHONE: (814)533-4300, FAX: (814)536-0770

November 12, 2020

**EASEMENT NOTIFICATION**

Mailing Address: 401 Main Street, Johnstown, PA 15901  
For Property Located at: 539 Locust Street

**RE: Central Business District Sanitary Sewer Construction**

Construction on the Greater Johnstown Water Authority's (GJWA) new sanitary sewage collection system in the Central Business District is anticipated to begin in March 2021. You are receiving this letter because the GJWA requests your permission to rehabilitate and install new sewage conveyance facilities such as pipes and manholes on your property. Attached to this letter is a copy of a voluntary sewer line easement agreement and a sketch plan showing the location of the installation and the conditions for the installation of the proposed facilities.

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The easement provides that the GJWA will restore your property after installation of the proposed facilities. Restoration will consist of grading the surface, planting of grass, replanting small shrubs or ornamentals and replacement of gravel or pavement disturbed during installation. Large trees will not be replaced.

If you have specific questions related to this request or need a certified notary, it is best for you to contact Greg Pisarski with the EADS Group at (814)-241-3429.

Thank you for your attention to this letter and we hope you will respond favorably to this request. The GJWA apologizes in advance for any inconvenience and greatly appreciates your assistance and consideration with this project as we continue to make Federal and State mandated improvements to the sewer system.

Sincerely,

Greater Johnstown Water Authority  
640 Franklin St.  
Johnstown, PA 15901

*Greater Johnstown Water Authority is an Equal Opportunity Provider and Employer  
TTY/TTD & Voice 711 - PA Relay 711*