

CITY OF JOHNSTOWN

RESOLUTION NO. 10389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR THE PURCHASE AND INSTALLATION OF NEW ARTIFICIAL TURF WITHIN SARGENT'S STADIUM.

WHEREAS, the artificial turf within Sargent's Stadium is in need of replacement; and

WHEREAS, the City is required to have artificial turf within Sargent's Stadium to adhere to contractual requirements with tenants; and

WHEREAS, the installation of a new artificial turf will allow for additional events to occur within Sargent's Stadium; and

WHEREAS, the City has budgeted funding within our Capital Improvement Plan for the purchase and installation of new artificial turf; and

WHEREAS, the City therefore now desires to issue a Request for Proposals seeking a contractor to perform the services needed to complete this purchase and installation as outlined in the proposed Request for Proposals to be issued.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to release an RFP for the Sargent's Stadium Artificial Turf.

ADOPTED:

February 10, 2021

By the following vote:

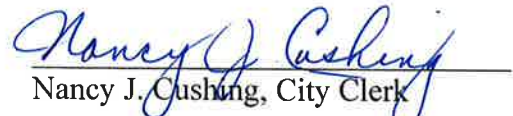
Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt,
Mr. Capriotti. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10389** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

REQUEST FOR PROPOSALS

City of Johnstown

**Sargent's Stadium
Artificial Turf**

RFP – February 2021

CITY COUNCIL OF THE CITY OF JOHNSTOWN

PROCEDURE

ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed “Vendor Information” page 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:

Sargent’s Stadium Artificial Turf

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 **March 22, 2021 at 3:00 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 March 22, 2021 at 3:05 PM.

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 John Dubnansky by e-mail at jdubnansky@cojtw.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 September 1, 2021. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

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 and operates Sargent's Stadium within the City. This multiuse park hosts a variety of events and activities throughout the year. The City needs to purchase and install new artificial turf within the stadium to support future events and activities.

TASKS TO BE PERFORMED

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

1. Artificial Turf: A contractor is needed to purchase and install approximately 115,000 square feet of new artificial turf within Sargent's Stadium. The contractor will need to remove the existing artificial turf from the stadium. Prior to the installation of the new artificial turf, the contractor will need to inspect the existing subbase and laser grade the base to tolerances needed for the new artificial turf. Any required subbase work required for the successful installation of the new artificial turf must be completed by the contractor. The new green artificial turf style must be chosen by the City prior to the contractor purchasing and installing the new artificial turf. The contractor will also install requested inlaid lines for football/baseball/soccer. The new artificial turf must be inspected by designated City of Johnstown staff and a written evaluation citing successful project completion will be provided to the contractor before final payment is released. The contractor and/or artificial turf manufacturer must warranty the artificial turf for at least a 10-year time period.

PROPOSAL PLANNING

The City of Johnstown will host an open house of Sargent's Stadium for contractors to review the existing scoreboard system. This open house will occur on February 22, 2021 at 2:00 PM. All interested contractors should meet at the Sargent's Stadium main gate along Johns Street.

Questions about this proposal may also be directed to John Dubnansky by email at jdubnansky@cojtn.com or by phone at 814-288-9181.

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
- Complete all work tasks by September 1, 2021
- Provide weekly email 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 March 11, 2021. The contractor must coordinate with the City of Johnstown staff in order to ensure that installation of the new artificial turf doesn't interrupt a scheduled event at Sargent's Stadium.

BUDGET

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. 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

RESOLUTION NO. 10390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR THE PURCHASE AND INSTALLATION OF A VIDEO BOARD/SCOREBOARD WITHIN SARGENT'S STADIUM.

WHEREAS, the City is required to have installed a video board/scoreboard within Sargent's Stadium to adhere to contractual requirements; and

WHEREAS, the existing scoreboard with Sargent's Stadium is problematic and in need of replacement; and

WHEREAS, the installation of a new video board/scoreboard will allow for additional events to occur within Sargent's Stadium; and

WHEREAS, the City has budgeted funding within our Capital Improvement Plan for the purchase of a video board/scoreboard; and

WHEREAS, the City therefore now desires to issue a Request for Proposals seeking a contractor to perform the services needed to complete this purchase and installation as outlined in the proposed Request for Proposals to be issued.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to release an RFP for the Sargent's Stadium Video Board/Scoreboard.

ADOPTED:

February 10, 2021

By the following vote:

Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti,

Mayor Janakovic. (7)

Nays: None (0)

Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10390** as the same adopted by City Council of the City of Johnstown, Pennsylvania.

Nancy J. Cushing, City Clerk

REQUEST FOR PROPOSALS

City of Johnstown

**Sargent's Stadium
Video Board/Scoreboard**

RFP – February 2021

CITY COUNCIL OF THE CITY OF JOHNSTOWN

PROCEDURE

ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed "Vendor Information" page 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:

Sargent's Stadium Video Board/Scoreboard

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 **March 1, 2021 at 3:00 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 March 1, 2021 at 3:05 PM.

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 John Dubnansky by e-mail at jdubnansky@cojtw.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 April 30, 2021. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

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 and operates Sargent's Stadium within the City. This multiuse park hosts a variety of events and activities throughout the year. The City needs to purchase and install a video scoreboard within the stadium to support upcoming events and activities.

TASKS TO BE PERFORMED

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

1. Video Scoreboard: A contractor is needed to purchase and install a LED Video Board/Scoreboard unit within the outfield section of Sargent's Stadium. The video board/scoreboard should be approximately 12.5' X 25' in size (rectangular shape). The existing video board/scoreboard will be removed by the contractor and the new video board/scoreboard installed in its place. The City will retain the old scoreboard. The contractor must provide all necessary software and control systems to operate the video board/scoreboard from the Sargent's Stadium Press Box. The contractor will also provide required training to City staff on the operation and maintenance of the new video board/scoreboard. The new video board/scoreboard must be tested successfully prior to completion. The contractor and/or video board/scoreboard manufacturer must warranty the unit for at least a three-year time period.

PROPOSAL PLANNING

The City of Johnstown will host an open house of Sargent's Stadium for contractors to review the existing scoreboard system. This open house will occur on February 15, 2021 at 2:00 PM. All interested contractors should meet at the Sargent's Stadium main gate along Johns Street.

Questions about this proposal may also be directed to John Dubnansky by email at jdubnansky@cojtwm.com or by phone at 814-288-9181.

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
- Complete all work tasks by April 30, 2021
- Provide weekly email 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 March 11, 2021. The contractor must coordinate with the City of Johnstown staff in order to ensure that installation of the new video board/scoreboard doesn't interrupt a scheduled event at Sargent's Stadium.

BUDGET

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. 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. 10391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CGI COMMUNICATIONS, INC. ("CGI") AND THE CITY OF JOHNSTOWN ("THE CITY") FOR THE PURPOSE OF PARTICIPATING IN CGI'S COMMUNITY VIDEO PROGRAM.

WHEREAS, the City has participated in CGI's Community Video Program over the course of the past 3 years which has provided the City marketing videos that play on the City's Website at no cost to the City; and

WHEREAS, the prior agreement between the City and CGI has expired on 12/20/2020; and

WHEREAS, the execution of this agreement would allow for the continued participation in the program along with the update of the current set of videos; and

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager be authorized and directed to sign the agreement between CGI and the city which is Attachment 1 of this resolution.

ADOPTED:

February 10, 2021

By the following vote:

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

Rev. King. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10391** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



2021 Community Video Program

Name: Jacob Zerby
Title: Economic Development Specialist
Address: 401 Main St
City, State, Zip: Johnstown, PA 15901
Phone: 814-539-2504
Email: jzerby@cojtn.com
Website: www.cityofjohnstownpa.net

This agreement is between CGI Communications, Inc. ("CGI") and the City of Johnstown (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.cityofjohnstownpa.net homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 6 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cityofjohnstownpa.net website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofjohnstownpa.net homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofjohnstownpa.net homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the city will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

City of Johnstown, PA

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President, Marketing and Acquisitions

Date:

Date: January 20, 2021

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE A LANDOWNER – GRANTEE AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND HEADWATERS CHARITABLE TRUST AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, Headwaters Charitable Trust has submitted a grant application for the purpose of developing a preliminary design for the treatment of an AMD discharge located near or on City owned property identified as parcel number 72-007. -101.000 commonly known as the Johnstown Hillside Park; and

WHEREAS, in process of developing said preliminary design, Headwaters Charitable Trust will need to conduct noninvasive testing and surveying of the area surrounding the AMD Discharge; and

WHEREAS, Headwaters Charitable Trust is required by provisions of the grant to obtain written permission of the landowner to access the property prior to the conducting of such surveying and testing.

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager be authorized and directed to sign the Landowner – Grantee Agreement which is Attachment 1 of this resolution and take any/all actions necessary to effectuate same.

ADOPTED:


February 10, 2021

By the following vote:

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

Nays: None (0)

Abstain: Mr. Vitovich (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10392** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Document Number

LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this _____
(Date)

by City of Johnstown

(Landowner(s))

residing at 401 Main St telephone # 814-533-2001

Johnstown PA 15901
(city) (ZIP)

and Headwaters Charitable Trust
(Grantee)

Project description: Scope of work included identifying remediation options and 20% preliminary design for the Inclined Plane AMD Discharge

The Project is located at: City owned property identified as parcel number 72-007-101000 commonly known as the Johnstown Hillside Park

Latitude: 40°19'40.96" N Longitude: 78°55'33.95W

Section 1 – Agreement Provisions

- A. In consideration of the benefits that incur from the investment in the property, and/or monies received, the Grantee and the undersigned Landowner agree to participate in the Pennsylvania Department of Environmental Protection ("PA DEP") Grant Program and comply with the terms set forth in this Agreement.
- B. Landowner represents and agrees that he/she is the sole owner of the real property on which the Project is to be performed, or has secured a sufficient property interest, including any easements or right-of-ways, necessary to grant access for the completion and maintenance of the Project. A map of the Project site, including adjacent streams and roads, is attached hereto as Exhibit A ("Premises").
 - 1. Landowner agrees that the PA DEP and/or Grantee, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in "Attachment D, Scope of Work" of the DEP Grant Agreement. The right to enter shall also include periodic monitoring visits for the life of this Agreement.
 - 2. By offering the Premises for implementation of this Project, Landowner agrees to allow access, design preparation and implementation and repair of the Project for the duration of construction and for the time period identified in Section 1, Paragraph B (11) of this Agreement.

3. Grantee agrees that the Conservation Practices/Best Management Practices ("CP/BMPs") needed to correct the problems identified in "Attachment D, Scope of Work" of the DEP Grant Agreement shall be performed according to the *(Check all that apply)*:
- a) The NRCS Pennsylvania Field Office Technical Guide,
 - b) The Guidelines for Natural Stream Channel Design in Pennsylvania,
 - c) The USDA NRCS National Engineering Handbook,
 - d) A Handbook for Constructed Wetlands, Volume 4, Coalmine Drainage,
 - e) The Stormwater Best Management Practices Manual,
 - f) Plans developed by or certified by a Registered Professional Engineer and approved by PA DEP,
 - g) Manure Management or Nutrient Management plan developed for the operation.
4. The CP/BMPs shall be maintained pursuant to Section 2, Paragraph C of this Agreement.
5. The Landowner Grantee shall be responsible for adherence to the standards set forth in Section 2, Paragraph C and shall not act in any manner inconsistent with the terms of this Agreement.
6. The Landowner Grantee agrees not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for the period covered by this Agreement, nor to undertake any action on land under the Landowner's control which tends to defeat the purposes of this Agreement.
7. Any marketable credits toward nutrient effluent limits (nutrient reduction credits) that may be realized on account of the Commonwealth funded portion of this Project and recognized by the DEP, are the property of the Commonwealth of PA, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement, for the time period covered by this Agreement.
8. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement.
9. Landowner agrees to refund all or a portion of the value of the CP/BMPs installed, as determined by the Grantee and DEP, if before the expiration of the term of this Agreement, the Landowner (a) destroys, alters or modifies the CP/BMPs installed, or (b) voluntarily relinquishes control or title to the land on which the CP/BMPs have been established, and the new landowner and/or operator of the land does not agree to maintain the CP/BMPs for the remainder of the term of this Agreement. If the new landowner agrees to assume Landowner's obligations and to maintain the CP/BMPs for the remainder of the term of this Agreement, then a new Landowner-Grantee Agreement shall be executed by the new landowner.
10. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns.
11. The term of this Agreement shall be for the duration of Project construction and a period of 20 years thereafter.

Section 2- Not Applicable. Project involves monitoring and survey work only.

Section 3 – Agreement Signatures

(Landowner Signature)

(Date)

(Landowner Name Please Print)

(Date)

(Landowner Signature)

(Date)

(Landowner Name Please Print)

(Date)

(Grantee Representative Signature)
Must be an officer of the organization

(Date)

(Grantee Representative Please Print)

(Date)

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN AGREEMENT WITH THE JOHNSTOWN REDEVELOPMENT AUTHORITY FOR A TOTAL FEE OF \$12,000.00, CONTINGENT UPON APPROVAL OF THE CITY SOLICITOR.

WHEREAS, the City of Johnstown was awarded a three-year grant from the United States Environmental Protection Agency in September 2020 for environmental planning work associated with Brownfields; and

WHEREAS, the City is partnering with the Johnstown Redevelopment Authority on the project; and

WHEREAS, the City budgeted \$12,000 for the Johnstown Redevelopment Authority to help cover staff time that their Director will spend on the Brownfields project, to be paid out of line item account number 13.691.29.341.00; 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 authorizes the interim City Manager to enter into an agreement with the Johnstown Redevelopment Authority and to take any and all actions necessary to effectuate the same, for a total fee of \$12,000.00.

ADOPTED:

February 10, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10393** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT made this 10th day of February 2021, by and between the **CITY OF JOHNSTOWN**, a municipal government within the Commonwealth of Pennsylvania, hereinafter referred to as "City."

AND

the **JOHNSTOWN REDEVELOPMENT AUTHORITY**, a governmental authority under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Authority,"

The City and the Authority separately shall be referred to as a "Party" and collectively shall be referred to as the "Parties."

RECITALS:

WHEREAS, the City was awarded a grant from the United States Environmental Protection Agency in September 2020 through their Brownfields Program; and

WHEREAS, the City will partner with the Authority on the Brownfields project until the conclusion of the project on September 10, 2023; and

WHEREAS, the City received funding through the grant to offset the expenses of the Authority; and

WHEREAS, the City will execute this agreement with the Authority to detail the limits and expectations of the Authority as it pertains to the Brownfields project;

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 details in regards to funding that the Authority will be able to expend from the Brownfields project.

3. CONDITIONS

The City will make available to the Authority a total, not to exceed, \$12,000, for

expenses incurred by the Authority for performing their duties associated with the Brownfields project.

4. CATEGORIES OF PERMISSIBLE EXPENDITURES

The Authority acknowledges that the City has limited expenditures of Brownfields money for the Authority, limited to the following types of expenditures:

- Staff Time: Johnstown Redevelopment Director/Melissa Komar

5. RETENTION OF RECORDS

The Authority is obligated to retain records relating to the tracking of their time that they seek reimbursement for from the City. Such records shall be made available to the City upon request and in the format requested by the City.

6. NON WAIVER

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.

7. TERMINATION: CUMULATIVE REMEDIES

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

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 City or the Authority, 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.

8. TERM

This Agreement shall enter into effect as date provided on this agreement and continue until September 10, 2023.

9. 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 City:
John Dubnansky/
Project Manager
City of
Johnstown
401 Main Street
Johnstown, PA 15901
2. As to the Authority:

Melissa Komar/Director
Johnstown Redevelopment
Authority
416 Main Street – 2nd Floor
Johnstown, PA 15901

10. NO PERSONAL LIABILITY

No elected official, officer, appointee, agent or employee of City or Authority, shall be charged personally or held contractually liable by or to the Authority 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.

11. 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.

12. 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 Authority agrees that no representations or warranties shall be binding upon City unless expressed in writing herein or in a duly executed amendment or change order hereof.

13. 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.

14. 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 City and the Authority, and shall not provide any of any other individual, partnership, corporation, organization or municipal entity.

15. 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. Authority 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. Authority 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 EPA Brownfields money received from the City.

16. BINDING EFFECT

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

17. AUTHORIZATION

A. Authority 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 City pursuant to the February 10, 2021 resolution passed by the City Council authorizing the execution of this 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

By: _____

Title: _____

Date: _____

Johnstown Redevelopment Authority

ATTEST

By: _____

Title: _____

Date: _____

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CAMBRIA COUNTY REDEVELOPMENT AUTHORITY FOR A TOTAL FEE OF \$12,000.00 AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City of Johnstown was awarded a three-year grant from the United States Environmental Protection Agency in September 2020 for environmental planning work associated with Brownfields; and

WHEREAS, the City is partnering with the Cambria County Redevelopment Authority on the project; and

WHEREAS, the City budgeted \$12,000 for the Cambria County Redevelopment Authority to help cover staff time that their Director will spend on the Brownfields project, to be paid out of line item account number 13.691.29.341.00; 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 authorizes the Interim City Manager to enter into an agreement with the Cambria County Redevelopment Authority and to take any and all actions necessary to effectuate the same, for a total fee of \$12,000.00.


ADOPTED:

February 10, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10394** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT made this 10th day of February 2021, by and between the **CITY OF JOHNSTOWN**, a municipal government within the Commonwealth of Pennsylvania, hereinafter referred to as "City."

AND

the **CAMBRIA COUNTY REDEVELOPMENT AUTHORITY**, a governmental authority under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as " Authority,"

The City and the Authority separately shall be referred to as a "Party" and collectively shall be referred to as the "Parties."

RECITALS:

WHEREAS, the City was awarded a grant from the United States Environmental Protection Agency in September 2020 through their Brownfields Program; and

WHEREAS, the City will partner with the Authority on the Brownfields project until the conclusion of the project on September 10, 2023; and

WHEREAS, the City received funding through the grant to offset the expenses of the Authority; and

WHEREAS, the City will execute this agreement with the Authority to detail the limits and expectations of the Authority as it pertains to the Brownfields project;

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 details in regards to funding that the Authority will be able to expend from the Brownfields project.

3. CONDITIONS

The City will make available to the Authority a total, not to exceed, \$12,000, for

expenses incurred by the Authority for performing their duties associated with the Brownfields project.

4. CATEGORIES OF PERMISSIBLE EXPENDITURES

The Authority acknowledges that the City has limited expenditures of Brownfields money for the Authority, limited to the following types of expenditures:

- Staff Time: For Cambria County Redevelopment Director/Renee Daly

5. RETENTION OF RECORDS

The Authority is obligated to retain records relating to the tracking of their time that they seek reimbursement for from the City. Such records shall be made available to the City upon request and in the format requested by the City.

6. NON WAIVER

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.

7. TERMINATION; CUMULATIVE REMEDIES

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

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 City or the Authority, 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.

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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:

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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 City:
John Dubnansky/
Project Manager
City of
Johnstown
401 Main Street
Johnstown, PA 15901
2. As to the Authority:

Renee Daly/Director
Cambria County
Redevelopment Authority
401 Candlelight Drive
Ebensburg, PA 15931

10. NO PERSONAL LIABILITY

No elected official, officer, appointee, agent or employee of City or Authority, shall be charged personally or held contractually liable by or to the Authority 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.

11. 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.

12. 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 Authority agrees that no representations or warranties shall be binding upon City unless expressed in writing herein or in a duly executed amendment or change order hereof.

13. 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.

14. 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 City and the Authority, and shall not provide any of any other individual, partnership, corporation, organization or municipal entity.

15. 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. Authority 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. Authority 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 EPA Brownfields money received from the City.

16. BINDING EFFECT

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

17. AUTHORIZATION

A. Authority 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 City pursuant to the February 10, 2021 resolution passed by the City Council authorizing the execution of this 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

By: _____

Title: _____

Date: _____

Cambria County Redevelopment Authority

ATTEST

By: _____

Title: _____

Date: _____

| | | | |
|---|---|---|---|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | GRANT NUMBER (FAIN): 96380201 MODIFICATION NUMBER: 0 PROGRAM CODE: BF | DATE OF AWARD 09/11/2020 |
| | | TYPE OF ACTION New | MAILING DATE 09/15/2020 |
| | | PAYMENT METHOD: ASAP | ACH# 33374 |
| RECIPIENT TYPE: Municipal | | Send Payment Request to: N/A | |
| RECIPIENT: City of Johnstown 401 Main Street Johnstown, PA 15901 EIN: 25-6000865 | | PAYEE: City of Johnstown 401 Main Street Johnstown, PA 15901 | |
| PROJECT MANAGER John Dubnansky 401 Main Street Johnstown, PA 15901 E-Mail: jdubnansky@cojtw.com Phone: 814-539-2504 ext. 110 | | EPA PROJECT OFFICER Patricia Corbett 1650 Arch Street, 3LD50 Philadelphia, PA 19103-2029 E-Mail: Corbett.Patricia@epa.gov Phone: 215-814-3173 | EPA GRANT SPECIALIST Matthew Creedon Grants and Audit Management Branch, 3MD70 E-Mail: Creedon.Matthew@epa.gov Phone: 215-814-5174 |
| PROJECT TITLE AND DESCRIPTION Johnstown-Cambria PA Brownsfield Coalition This project will provide funding to the recipient to perform 8 or more Phase I, up to 5 Phase II, and 3 or more remedial plans. The Coalition has targeted a mix of 11 former steel and industrial sites for re-industrialization, neighborhood improvements, heritage tourism development and community facilities. | | | |
| BUDGET PERIOD 10/01/2020 - 09/30/2023 | PROJECT PERIOD 10/01/2020 - 09/30/2023 | TOTAL BUDGET PERIOD COST \$600,000.00 | TOTAL PROJECT PERIOD COST \$600,000.00 |
| NOTICE OF AWARD | | | |
| <p>Based on your Application dated 06/26/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p> | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS US EPA Region 3, 3MD70 1650 Arch Street Philadelphia, PA 19103-2029 | | ORGANIZATION / ADDRESS U.S. EPA, Region 3 Land, Chemicals, and Redevelopment Division, 3LD00 1650 Arch Street Philadelphia, PA 19103-2029 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | |
| Digital signature applied by EPA Award Official for Catharine McManus - Assistant Regional Administrator Lisa White - Award Official delegate | | | DATE 09/11/2020 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------------|-------------------|
| EPA Amount This Action | \$ | \$ 600,000 | \$ 600,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 600,000 | \$ 600,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|---|---------------------------------------|
| 66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements | CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141) | 2 CFR 200 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|-----------------|------------------------|--------|-----------------|--------------|----------------------|------------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 2003BF0026 | 20 | E4 | 0300AG7 | 000D79 | 4114 | | | 600,000 |
| | | | | | | | | | 600,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. Personnel | \$33,000 |
| 2. Fringe Benefits | \$1,650 |
| 3. Travel | \$4,500 |
| 4. Equipment | \$0 |
| 5. Supplies | \$500 |
| 6. Contractual | \$536,350 |
| 7. Construction | \$0 |
| 8. Other | \$24,000 |
| 9. Total Direct Charges | \$600,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient 0.00 % Federal 100.00 %.) | \$600,000 |
| 12. Total Approved Assistance Amount | \$600,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$600,000 |
| 15. Total EPA Amount Awarded To Date | \$600,000 |

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and [R3 Grant Awards@epa.gov](mailto:R3_Grant_Awards@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): MBE/WBE reports should be **signed and emailed to R3_MBE-WBE_Reports@epa.gov as a pdf file, or, if that is not possible, mail to Hana Jones, Small Business Program Coordinator (3RA00), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029 with a courtesy copy to the EPA Grant Specialist.** The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Matthew Creedon, Grants Specialist at: creedon.matthew@epa.gov

Patricia Corbett, Project Officer at: corbett.patriciae@epa.gov

Payment requests (if applicable): rtpfc-grants@epa.gov

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Patricia Corbett, Project Officer at: corbett.patriciae@epa.gov.**

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue

reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

<https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502

Programmatic Conditions

FY20 Assessment Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2020 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.
(EPA PROJECT OFFICER MUST ATTACH APPROPRIATE DAVIS-BACON TERMS AND CONDITIONS TO THIS COOPERATIVE AGREEMENT.)

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. **Brownfield Sites Contaminated with Petroleum**
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's

EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For Assessment Coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

- a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
- b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.
- c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
- d. EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.

2. Subawards are defined at 2 CFR § 200.92. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's Subaward Policy and Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements for additional guidance.

3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable {*enter 'State or Tribal law' for non-Tribal and non-State recipients; enter 'Tribal law and policy' for Tribal recipients; enter 'State law' for State recipients*} cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) {*enter 'no later than 90 days after the date of this award' for Tribal and non-State recipients*} and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES or to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a

description of problems encountered during the reporting quarter that may affect the project schedule.

- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize and the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$30000.00**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:
 - a. Investigation and identification of the extent of contamination of a brownfield site;
 - b. design and performance of a response action; or
 - c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR

Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds shall not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the

assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least [Insert 30/45/60] days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-e-pa-financial>.

INCLUDE FOR AWARDS THAT INCLUDE QA AND ARE MORE THAN \$200,000

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in

non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."
 - "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I" or "We."
 - d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by

the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

| | | |
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| | | |
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1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative

Terms and Conditions of this agreement.

- b. The CAR must ensure that appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.**
- c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.**

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10395**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND FINANCE DIRECTOR TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY IN THE PURCHASE OF HOSE AND VARIOUS HOSE APPLIANCES FROM WITMER PUBLIC SAFETY GROUP.

WHEREAS, the City of Johnstown Fire Department requires replacement of various hoses for the purpose of fighting fire and appliances to use with the above hose, The new hose will be replacing hose that does not meet the current standards and has budgeted for replacement with Mercedes Fire Hose and Task Force Tip Nozzles and Appliances which meets current NFPA Standards. and

WHEREAS, Purchase of these Hoses and Appliances will be made from the Capital Fund, Account No. 18.489.25.270.00; and

WHEREAS, through search for Hose and various appliances. Witmer Public Safety Group offered the lowest (COSTAR) quote for the Noted Quantity of Mercedes Fire Hose and Task Force Tips Nozzles and Appliances at \$79,729.50; and

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and Finance Director are hereby authorized to sign all documents and take any/all other actions necessary to accept the Witmer Public Safety Group price offer on said Fire Hose and Appliances.

ADOPTED:

February 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10395 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Witmer Public Safety Group

104 Independence Way
 Coatesville, PA 19320
 Phone: (610) 857-8070
 rhockenberry@thefirestore.com

Quotation

Quote ID: 685078
 Date: 01/26/2021
 Sales Person: RANDY H
 Customer Id: CITOF24

Bill To:

ATTN: Finance Department
 City of Johnstown (Fire)
 401 Main Street
 Rm 104

 Phone: (814) 533-2033
 E-Mail: cgunby@cojtown.com

Ship To:

ATTN:
 Johnstown Fire Department
 401 Washington Street
 Public Safety Building, 2nd Floor
 Johnstown PA 15901

PA CO-STARS

| Quantity | Item ID | Description | Unit | Amount |
|----------|---------------|---|--------|-----------|
| | | PA CO-STARS | | |
| 60 | 23150100ATY | Mercedes Megafllo Breather Hose, 5" X 100', Permatek Coated Yellow Stencil both ends: TBD | 727.00 | 43,620.00 |
| 60 | 5180RZAG | Mercedes Alum Coupling 5" Storz, Gold Anodized IReflect Locking Levers | | 0.00 |
| 60 | 80IDBSK | Mercedes Identify Stamping Both Ends, Black S1-SLOT1 Stamp: TBD | | 0.00 |
| 6 | 23150050ATY | Mercedes Megafllo Breather Hose, 5" X 50', Permatek Coated Yellow Stencil both ends: TBD | 447.00 | 2,682.00 |
| 6 | 5180RZAG | Mercedes Alum Coupling 5" Storz, Gold Anodized IReflect Locking Levers | | 0.00 |
| 6 | 80IDBSK | Mercedes Identify Stamping Both Ends, Black S1-SLOT1 Stamp: TBD | | 0.00 |
| 6 | 23150025ATY | Mercedes Megafllo Breather Hose, 5" X 25', Permatek Coated, Yellow Stencil both ends: TBD | 310.00 | 1,860.00 |
| 6 | 5180RZAG | Mercedes Alum Coupling 5" Storz, Gold Anodized IReflect Locking Levers | | 0.00 |
| 6 | 80IDBSK | Mercedes Identify Stamping Both Ends, Black S1-SLOT1 Stamp: TBD | | 0.00 |
| 40 | 12520050ATP | Mercedes Kraken EXO Fire Hose, 2" X 50' Permatek Coated Purple Stencil both ends: TBD | 207.00 | 8,280.00 |
| 40 | 5128NH37RAGWO | Mercedes WAYOUT Gold Anodized Alum. Coupling 2" x 1-1/2" x 2- 5/16" NH RL | | 0.00 |
| 40 | 80IDBSK | Mercedes Identify Stamping Both Ends, Black S1-SLOT1 Stamp: TBD | | 0.00 |
| 2 | 12517100ATK | Mercedes KrakenExo Fire Hose, Permatek 1.75" x 100', Black | 650.00 | 1,300.00 |
| 20 | 5128NH34RAGWO | Mercedes WAYOUT Gold Anodized Alum. Coupling 1 3/4" X 1 1/2" X 2 1/8" NH R/L | | 0.00 |



Witmer Public Safety Group

104 Independence Way
 Coatesville, PA 19320
 Phone: (610) 857-8070
 rhockenberry@thefirestore.com

Quote ID: 685078
 Date: 01/26/2021
 Sales Person: RANDY H
 Customer Id: CITOF24

PA CO-STARS

| Quantity | Item ID | Description | Unit | Amount |
|----------|---------------|--|----------|----------|
| 20 | 80IDBSK | Mercedes Identify Stamping Both Ends, Black S1-SLOT1 Stamp: TBD | | 0.00 |
| 20 | 26010050ATY | Mercedes MTF8-800-DP Hose, 1" x 50', Permatek Yellow Stencil both ends: TBD | 105.00 | 2,100.00 |
| 20 | 5116NH21F | Mercedes Alum. Coupling 1" x 1 9/32" NH Female Rocker Lug, Lugless Male | | 0.00 |
| 15 | TFT-H-VO | Task Force Tips Detent Valve, 1.5" NH x 1.5"NH | 285.00 | 4,275.00 |
| 5 | TFT-FSS10 | Task Force Tips Straight Tip 1-1/8" Orifice 1.5" NH Threads | 76.00 | 380.00 |
| 10 | TFT-FSS12 | Task Force Tips Straight Tip 15/16" Orifice 1.5" NH Threads | 76.00 | 760.00 |
| 5 | TFT-DS1040 | Task Force Tips 1" NH Twister Nozzle | 195.00 | 975.00 |
| 5 | TFT-AA5NF-ND | Task Force Tips Adapter 1.5" NH R/L Female Rigid X 1" NH Male Rigid | 21.50 | 107.50 |
| 5 | TFT-AA1HST-NR | Task Force Tips Adapter 5.0" Storz Rigid X 4.5" NH L/R Rigid | 175.00 | 875.00 |
| 2 | TFT-UE-125-NF | Task Force Tips Eductor 1.5" X 1.5" 125 GPM w/36" Hose .25% .5% 1% 3% 6% | 605.00 | 1,210.00 |
| 1 | TFT-XXLG-42 | Task Force Tips G-Force Blitz-Force Portable Monitor, w/ Triple Stacked Tips | 1,725.00 | 1,725.00 |
| 5 | TFT-AV5NJ-NJ | Task Force Tips 2.5" Quarter Turn Valve 300 psi, Anodized Aluminum | 360.00 | 1,800.00 |
| 3 | TFT-AYNJ-NF | Task Force Tips Gated Wye 2.5"NH Female Inlet x (2) 1.5"NH Male Outlets | 335.00 | 1,005.00 |
| 3 | TFT-ABD3ST-NX | TFT New Force Low Profile Ball Intake Valve Pump Side: 6" NST Female Swivel Rocker Lug Hose Side: 5" Rigid Storz | 1,100.00 | 3,300.00 |
| 25 | 11NHG-15 | Harrington 1.5" NH Swivel Gasket | 1.45 | 36.25 |
| 25 | HNHG-25 | Harrington 2.5" NH Swivel Gasket | 1.45 | 36.25 |
| 5 | TFT-AA4ST-SP | Task Force Tips Adapter 5" Storz Rigid x 4" Storz Rigid | 160.00 | 800.00 |
| 5 | TFT-AA6NF-NF | Task Force Tips Adapter 1.5"NHM x 1.5"NHM | 18.50 | 92.50 |
| 5 | TFT-AA7NF-NF | Task Force Tips Adapter 1.5" NH Swivel Female X 1.5" NH Swivel Female Adapter, Rocker Lug | 24.50 | 122.50 |
| 10 | TFT-AA5NJ-NF | Task Force Tips 2.5" NH Female x 1.5" NH Male Adapter | 20.50 | 205.00 |
| 10 | TFT-AA6NJ-NJ | Task Force Tips Adapter 2.5" NH Male x 2.5" Male Adapter Rocker Lug | 21.75 | 217.50 |
| 10 | TFT-AA7NL-NI | Task Force Tips Adapter 2.5" NH Swivel Female | 32.50 | 325.00 |

Quotation**Witmer Public Safety Group**

104 Independence Way
 Coatesville, PA 19320
 Phone: (610) 857-8070
 rhockenberry@thefirestore.com

Quote ID: 685078
 Date: 01/26/2021
 Sales Person: RANDY H
 Customer Id: CITOF24

PA CO-STARS

| Quantity | Item ID | Description | Unit | Amount |
|----------|------------------|---|--------|--------|
| 1 | TFT-EFJ-NJNJ1250 | Task Force Tips Sho-Flow 2 2.5"NHF X 2.5"NHM 250-1250 GPM (950-4700 LPM) | 985.00 | 985.00 |

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR REHABILITATION OF THE ROXBURY PARK HOCKEY RINK.

WHEREAS, the Recreation subgroup of City Council of the City of Johnstown has acquired funding from various agencies and individuals in the form of grants and donations for the specific purposes of renovating the Roxbury Park Hockey Rink; and

WHEREAS, the funding dedicated for the much-needed renovations to the Roxbury Park Hockey Rink is available and must be expended before summer of FY 2021; and

WHEREAS, the primary task that needs completed at this time is the resurfacing of the paved surface of the hockey rink; and

WHEREAS, the City anticipates that the funding available or which will become available by the time the project will commence will be sufficient to cover the cost of any such resurfacing; and

WHEREAS, the City therefore now desires to issue a Request for Proposals seeking a contractor to perform the services needed to complete this resurfacing as outlined in the proposed Request for Proposals to be issued.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to release an RFP for the resurfacing of the Roxbury Park Hockey Rink.

ADOPTED:

February 10, 2021

By the following vote:

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

Mr. Capriotti. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10396 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

REQUEST FOR PROPOSALS

City of Johnstown

**Roxbury Hockey Rink
Resurfacing**

RFP – February 2021

CITY COUNCIL OF THE CITY OF JOHNSTOWN

PROCEDURE

ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed "Vendor Information" page 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:

Roxbury Park Hockey Rink Resurfacing

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 **March 1, 2021 at 3:00 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 March 1, 2021 at 3:05 PM.

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 John Dubnansky by e-mail at jdubnansky@cojtw.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 May 31, 2021. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

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 and operates Roxbury Park within the City. This park contains many amenities, including a paved roller hockey rink. The existing hockey rink is approximately 160' x 80' in size and is surrounded by both hockey boards and chain link fencing. The existing paved surface of the rink is in poor condition and requires a new paved surface and proper sloping of the surface to better help drainage.

TASKS TO BE PERFORMED

The contractor will provide staffing and resources to complete the following requested work tasks.

1. Hockey Rink Resurfacing: A contractor is needed to clean the existing paved hockey rink surface and then seal all existing cracks. A tack coat should then be applied to the surface before a new two-inch layer of pavement is installed. In addition, pavement should be added to the surface beyond the two-inch layer requirement to create adequate slope to allow water to runoff of the surface.
2. Hockey Board Removal and Reinstallation: Each proposal should include a separate labor cost to both remove and reinstall the existing hockey boards to allow for easier access for completing the resurfacing work.

Please note that the contractor is not expected to repaint the hockey play lines or reinstall the hockey goals.

PROPOSAL PLANNING

Questions about this proposal may also be directed to John Dubnansky by email at jdubnansky@cojtw.com or by phone at 814-288-9181.

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
- Complete all work tasks by May 31, 2021
- Provide weekly email 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 March 11, 2021. The contractor shall ensure that all construction “zones” are safe and secure and will not create a hazard to Roxbury Park visitors during this project (i.e. fencing, yellow tape, etc. to secure the areas).

BUDGET

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. 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. 10397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A LOT CONSOLIDATION OF 76-003. -124.000, 76-003. -123.000 and 76-003. -121.000 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 76-003. -124.000, 76-003. -123.000 and 76-003. -121.000, as further detailed and specified in Exhibit A to this Resolution, was submitted by RDM-JOHNSTOWN LLC the Owner of said parcels to the City of Johnstown Planning Commission; and

WHEREAS, on February 3rd, 2021 the City of Johnstown Planning Commission voted to recommend the approval of a minor subdivision of Parcel Nos 76-003. -124.000, 76-003. -123.000 and 76-003. -121.000; and

WHEREAS, this consolidation is necessary for the creation of an office space with equipment storage to be created in the Kernville 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, 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

WHEREAS, City Council's approval shall be conditioned on the Owner taking any/all necessary steps to properly record the lot consolidation as authorized by this Resolution.

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 in the Kernville neighborhood as specified.


ADOPTED:

February 10, 2021

By the following vote:

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

Nays: None (0)



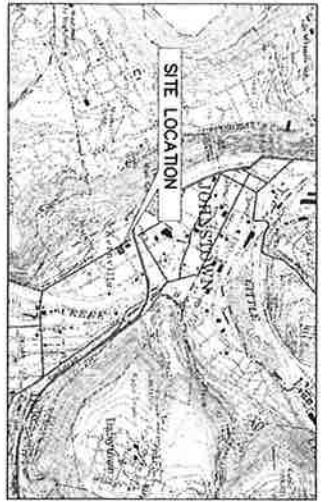
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10397 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Location Map
Johnstown Quadrangle
Scale: 1"=2000'

Owner Information: Resource Development & Management-
Johnstown, LLC
Mailing Address: 1500 Ardmore Boulevard Suite 403
Pittsburgh, PA 15221-4468 121 & 124 Instrument # 2020-00009867
Deed of Record # 2020-00009867
Deed of Record for Parcel 123 Instrument # 2020-00009867
Parcel are located in zoning District C-2. Setback requirements (None)
Land of vacated Brinker Alley Approved November 18th, 2020 by Ordinance 5304

NOTES:

- 1.) THE PURPOSE OF THIS SUBDIVISION IS TO CONSOLIDATE LOTS WITHIN AN EXISTING CITY BLOCK AND VACATION OF AN UNIMAGED ALLEY DESIGNATED IN THE CITY OF JOHNSTOWN
- 2.) TOTAL CALCULATED AREA OF THE LOT CONSOLIDATION IS 15,750 SQ. FT OR 0.36 ACRES
- 3.) THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 4.) THIS PROPERTY IS SUBJECT TO ANY EASEMENTS AND OTHER POSSIBLE LEGAL INTERESTS BY OTHERS, OBSERVABLE ON THE PREMISES OR INDICATED IN THE CHAIN OF TITLE.
- 5.) BASIS OF THE PLAIN NORTH IS PA STATE GRID (SOUTH ZONE)
- 6.) THERE ARE NO SETBACK REQUIREMENTS FOR THESE PARCELS.
- 7.) ALL LOTS SHOWN WITHIN THE EXTERIOR BOUNDARY ARE HEREBY EXTINGUISHED.
- 8.) THIS PROPERTY IS NOT LOCATED WITHIN A FEMA REGULATORY FLOODPLAIN, AS PER FLOOD INSURANCE MAP PANELS 191298C 9929F & 42430 9927F
- 9.) THIS PROPERTY DOES NOT CONTAIN ANY WETLANDS OR HYBRIC SOILS.
- 10.) CITY OF JOHNSTOWN ORDINANCE NO. 5304, EFFECTIVE NOVEMBER 18, 2020 VACATED BRINKER ALLEY. THE STREET VACATION DISPOSED OF THE STREET BY CONVEYING LANDS ON EACH SIDE OF THE STREET CENTRILINE TO THE IMMEDIATE ADJACENT LANDS EXISTING SANITARY SEWER LINE WITHIN THE FORMER BRINKER ALLEY RETAINS AN UTILITY EASEMENT, AND THE ADJACENT LANDS RETAIN ACCESS RIGHTS TO SAID SEWER LINE.

PREPARED BY:
GIBSON-THOMAS ENGINEERING CO., INC.
1500 ARDMORE BOULEVARD SUITE 403
PITTSBURGH, PA 15221
LA ROCHE, PA 15650
(724)539-8582

| DATE | REVISED BY | REVISION |
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PROPERTY OWNER:
FROM THE RESOURCE DEVELOPMENT AND MANAGEMENT-JOHNSTOWN LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY PLACE THIS SUBDIVISION SHOWN AND DESCRIBED HEREIN IN ACCORDANCE WITH THIS SEPARATE PLAT. THIS SUBDIVISION SHOWN AND DESCRIBED HEREIN IS SUBMITTED TO BE JOINED AS PART OF THE PROPERTY CONSOLIDATION. THE BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT. BETWEEN WHICH LINES AND OR COVENANT ARE IN PLACE THAT WOULD AFFECT ANY FUTURE DEVELOPMENT OR WHICH LIMITS AN EXISTING DEVELOPMENT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ 2021

NOTARY _____
RESIDENT MANAGER, JOHNSTOWN DIVISION
RESOURCE DEVELOPMENT AND MANAGEMENT INC.

ACKNOWLEDGMENT OF NOTARY PUBLIC }
COMMONWEALTH OF PENNSYLVANIA } SS:
COUNTY OF CAMBRIA }
ON THIS DAY _____ OF _____ 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, I HAVE PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT. I HAVE HERETO SET MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES THE _____ DAY OF _____ 2021

NOTARY PUBLIC
SURVEYOR'S CERTIFICATION
I, JAMES A. DAY P.L.S., HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE INSTRUMENT REFERRED TO IN THIS INSTRUMENT WAS COMPLETED BY ME; THAT THE MONUMENTS SHOWN THEREON EXIST; AND THAT THEIR LOCATION ARE ACCURATELY SHOWN.

DATE _____
JAMES A. DAY P.L.S.
REGISTRATION # SJ-00394-E
James A. Day

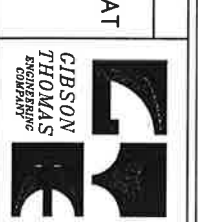
CITY OF JOHNSTOWN PLANNING COMMISSION
REVIEWED AND APPROVED BY THE CITY OF JOHNSTOWN MANAGER, THIS DAY _____ OF _____ 2021
WITNESS _____ MANAGER
REVIEWED AND APPROVED BY THE CITY OF JOHNSTOWN PLANNING COMMISSION, THIS DAY _____ OF _____ 2021
CHAIRMAN _____

ATTEST _____
PLANNING DIRECTOR
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CAMBRIA)

RECORDED THIS _____ DAY OF _____ 2021, IN THE RECORDER'S OFFICE OF CAMBRIA COUNTY, PENNSYLVANIA, AT _____ O'CLOCK _____ M. UNDER MY HAND AND SEAL OF THE SAID OFFICE THIS DAY AND YEAR AFORESAID.

| DATE | REVISION | REVISION |
|----------|----------|----------|
| 11/16/20 | N.T.S. | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |

G.J.W.A. SEWER BUILDING
PROPERTY CONSOLIDATION PLAT
FOR
RDM JOHNSTOWN, LLC
SITATE IN
CITY OF JOHNSTOWN, CAMBRIA COUNTY, PA



REGISTERED PROFESSIONAL
LAND SURVEYOR
CITY OF JOHNSTOWN
MANAGER

CITY OF JOHNSTOWN
PLANNING COMMISSION

CAMBRIA COUNTY
RECORDER OF DEEDS

SHEET 1 OF 2

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A LOT CONSOLIDATION OF PARCEL NOS. 87-042. -125.000, AND 87-042. -124.000 AND A CONSOLIDATION OF PARCEL NOS. 87-042. -122.000, 87-042. -123.000, AND 87-042. -122.000 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. 87-042. -125.000, and 87-042. -124.000 and a consolidation of Parcel Nos. 87-042. -122.000, 87-042. -123.000, and 87-042. -122.000 as further detailed and specified in Exhibit A to this Resolution, was submitted by Michael Naglic the Owner of said parcels to the City of Johnstown Planning Commission; and

WHEREAS, on February 3rd, 2021 the City of Johnstown Planning Commission voted to recommend the approval of a minor subdivision of Parcel Nos. 87-042. -125.000, and 87-042. -124.000 and a consolidation of Parcel Nos. 87-042. -122.000, 87-042. -123.000, and 87-042. -122.000; and

WHEREAS, this consolidation is necessary for the creation of an expansion of Evolution Gym in the Walnut Grove 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, 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

WHEREAS, City Council's approval shall be conditioned on the Owner taking any/all necessary steps to properly record the lot consolidation as authorized by this Resolution.

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 in the Walnut Grove neighborhood as specified.

ADOPTED:

February 10, 2021

By the following vote:

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

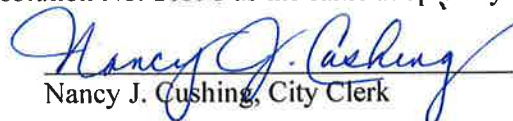
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

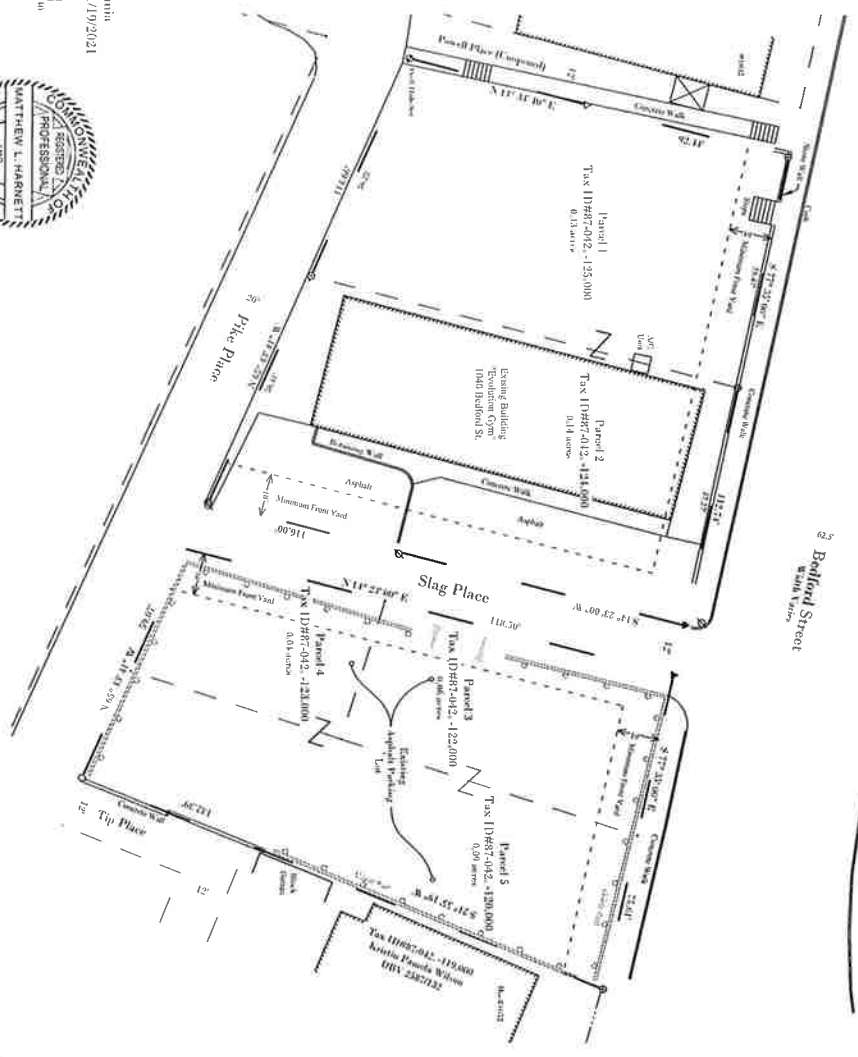
I do hereby certify the forgoing is true and correct copy of Resolution No. 10398 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



| | |
|---|------------------|
| ⊕ | Point Symbol |
| ⊙ | High Water Mark |
| ⊖ | Lower High Water |
| ⊕ | Spot Elevation |
| ▲ | 30' x 30' Grid |
| ○ | Point |
| ⊗ | Utility Pipe |



OWNERSHIP ACKNOWLEDGEMENT
 Commonwealth of Pennsylvania
 County of _____
 On this, the _____ day of _____, 20____, before
 me a notary public, the undersigned officers, personally appeared

Michael J. Nagle _____
 John L. Nagle _____

subscribed to the foregoing instrument, whose names are
 subscribed to the within instrument, and acknowledged that
 they executed the same for the purposes therein contained.
 In witness hereof, I hereunto set my hand and official seal.

Notary Public _____
 SEAL

CITY OF JOHNSTOWN APPROVAL:
 Approved by the Planning Commission
 of the City of Johnstown,
 this _____ day of _____, 20____
 Attest:

Chairman _____
 Secretary _____
 City Clerk _____
 SEAL

OWNERSHIP DATA:
 Michael J. & Tracy L. Nagle
 921 Myrtle St.
 Johnstown, Pa. 15041

SITE DATA:
 Parcel 1: Tax ID DBR7-012-125,000 (0.12 ac)
 Source of Title: DMV 2002, pg. 1149
 Parcel 2: Tax ID DBR8-012-121,000 (0.11 ac)
 Source of Title: DMV 2002, pg. 1149
 Consolidated area: 0.23 acres

Parcel 3: Tax ID DBR7-012-122,000 (0.06 ac)
 Source of Title: DMV 2002, pg. 639
 Parcel 4: Tax ID DBR7-042-123,000 (0.05 ac)
 Source of Title: DMV 2002, pg. 639
 Parcel 5: Tax ID DBR7-042-120,000 (0.09 ac)
 Source of Title: DMV 2011, pg. 115
 Consolidated area: 0.29 acres

PURPOSE OF PLAT:
 Consolidate parcels 1 and 2 and also
 consolidate parcels 3, 4 and 5 resulting
 in 2 (two) final parcels.

ZONING: G-1 Neighborhood Shopping
 Minimum Yard Depth:
 Front: 10' Side: none, Rear: none

NOTES:
 1. No easements or parcels are being created.
 2. Bearings based on bench of front.

Michael Nagle Consolidation Plan
 Situated in Ward 17, Johnstown, Cambria County, Pennsylvania
 Scale: 1"=30'
 Graphical Scale: _____
 DATE: 1/19/2021

Prepared by:
Hannett Land Surveying, Inc.
 4014 Park Ave.
 Johnstown, Pennsylvania 15041
 Phone: 812-244-5150



CAMBRIA COUNTY PLANNING REVIEW
 Reviewed this _____ day of _____, 20____
 by the Cambria County Planning Commission
 Attest:

Authorized Signature _____

ACKNOWLEDGEMENT OF RECORDING
 I received this _____ day of _____, 20____
 from _____
 County of _____

INSTRUMENT #: _____
 DATE: _____
 Recorder: _____
 SEAL

1. Parties to a Home Loan Agreement Provided Statement of the State of Pennsylvania, to be
 filed in the office of the County Recorder, shall be deemed to have received the
 plat(s) by use of the electronic filing system.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10399

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A SUBDIVISION OF Parcel NO. 84-000. -102.000 AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME.

WHEREAS, an application and proposed plan for subdivision of Parcel No. 84-000. -102.000 as further detailed and specified in Exhibit A to this Resolution, was submitted by the Johnstown Redevelopment Authority the Owner of said parcel to the City of Johnstown Planning Commission; and

WHEREAS, on February 3rd, 2021 the City of Johnstown Planning Commission voted to recommend the approval of a minor subdivision of Parcel No. 84-000. -102.000; and

WHEREAS, this subdivision is necessary for the creation of an industrial building to be created in the Prospect 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, 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 without holding a public hearing; and

WHEREAS, City Council's approval shall be conditioned on the Owner taking any/all necessary steps to properly record the lot consolidation as authorized by this Resolution.

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


ADOPTED:

February 10, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10399** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING A SUBDIVISION AND LOT CONSOLIDATION OF PARCEL NOS. 84-000. - 102.000, AND 84-000. -102.001 AND DIRECTING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME.

WHEREAS, an application and proposed plan for subdivision and lot consolidation of Parcel Nos. 84-000. -102.000, and 84-000. -102.001 as further detailed and specified in Exhibit A to this Resolution, was submitted by the Johnstown Redevelopment Authority the Owner of said parcel to the City of Johnstown Planning Commission; and

WHEREAS, on February 3rd, 2021 the City of Johnstown Planning Commission voted to recommend the approval of a subdivision and lot consolidation of Parcel Nos. 84-000. -102.000, and 84-000. -102.001

WHEREAS, this subdivision is necessary for the creation of an industrial building to be created in the Prospect 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, 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 without holding a public hearing; and

WHEREAS, City Council's approval shall be conditioned on the Owner taking any/all necessary to steps to properly record the lot consolidation as authorized by this Resolution.

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

ADOPTED:

February 10, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10400 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

OWNERS CERTIFICATION

On this _____ day of _____ 2021, I, the undersigned, being the owner of the above described property, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

OWNER: _____

DATE: _____

OWNER'S CERTIFICATION

The undersigned hereby certifies that the information contained herein is true and correct to the best of my knowledge and belief.

OWNER: _____

DATE: _____

OWNERS CERTIFICATION

The undersigned hereby certifies that the information contained herein is true and correct to the best of my knowledge and belief.

OWNER: _____

DATE: _____

CAMBRIA COUNTY PLANNING COMMISSION APPROVAL

The Cambria County Planning Commission hereby approves the application to subdivide the above described property as follows:

DATE: _____

JOHNSTOWN PLANNING COMMISSION APPROVAL

The Johnstown Planning Commission hereby approves the application to subdivide the above described property as follows:

DATE: _____

THE CITY OF JOHNSTOWN COUNCIL APPROVAL

The City of Johnstown, Pennsylvania, hereby approves the application to subdivide the above described property as follows:

DATE: _____

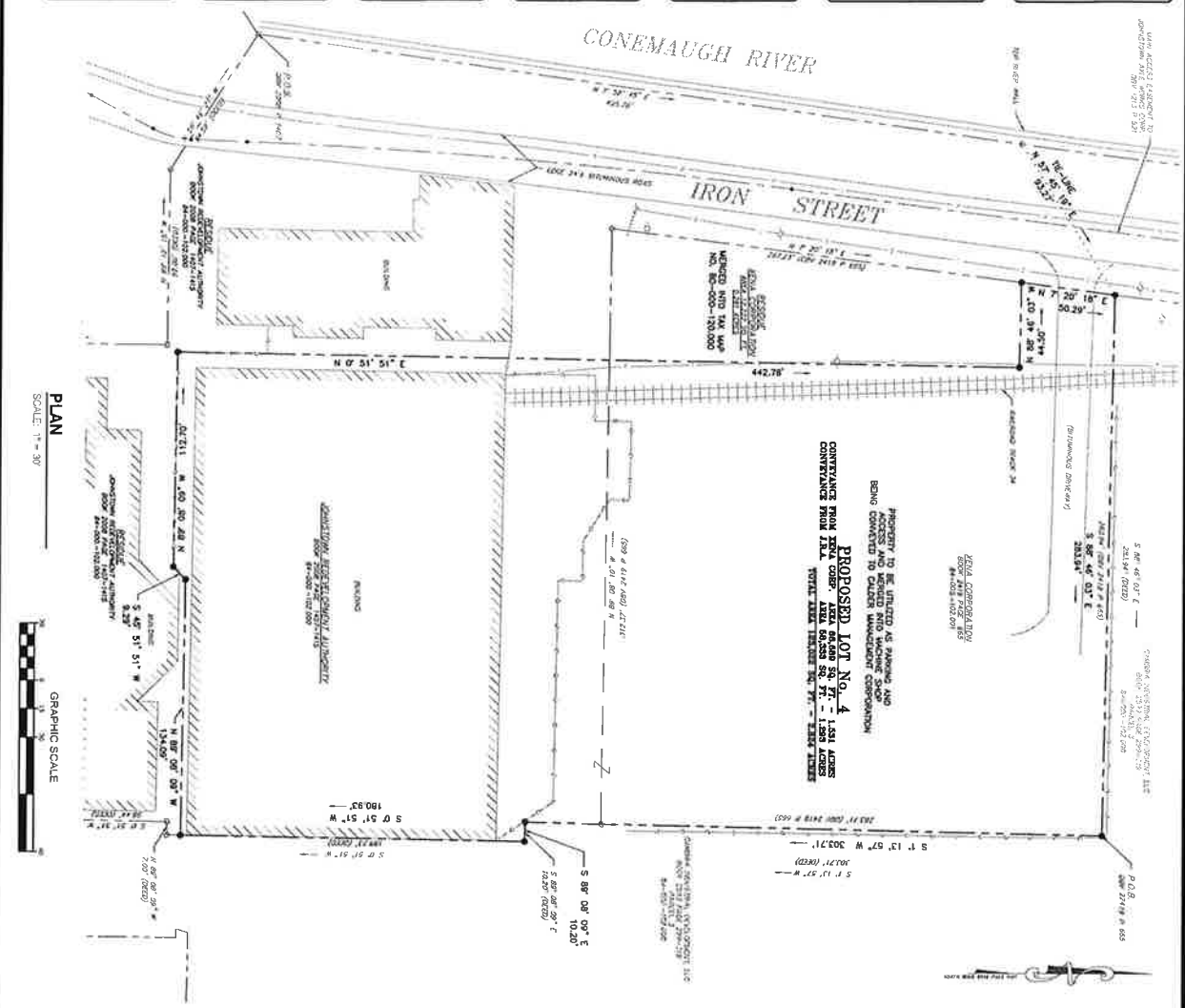
RECORDERS STATEMENT

Recorded on this _____ day of _____ 2021, at _____, Pennsylvania, in Book _____ of the Office of the Recorder of Deeds for the County of _____, Pennsylvania.

SURVEYORS CERTIFICATION

I, the undersigned, being a duly Licensed Professional Land Surveyor of the State of Pennsylvania, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

DATE: _____



SITE DATA

OWNER OF RECORD: JOHNSTOWN REDEVELOPMENT AUTHORITY
 401 Washington Street, Johnstown, PA

SOURCE OF TITLE: DEED BOOK 3088 PAGE 1487

TOTAL ACREAGE: 1.443 ACRES (DEED)

NUMBER OF LOTS: 1

MINIMUM LOT AREA: 2.884 Acres

TAX MAP NUMBER: 64-000-102-000

ASSESSED LAND USE: Code 8

- LEGEND**
- PROPOSED PROPERTY CORNER
 - DEED POINT OR PROPERTY CORNER
 - UTILITY POLE
 - STONE WALL
 - SALEWAY/STAKE SAUCER
 - WATER MAIN
 - PROPOSED PROPERTY LINE
 - PROPERTY LINE
 - 4:51 LINE
 - WATER LINE
 - ELECTRIC LINE (OVERHEAD)
 - TELEPHONE/DUAL LINE (OVERHEAD)
 - ROAD CENTERLINE
 - ROAD RIGHT-OF-WAY
 - RAILROAD TRACK
 - POCKET LINE

JOHNSTOWN REDEVELOPMENT AUTHORITY

SUBDIVISION AND LOT MERGER PLAN FOR PROPOSED LOT No. 4 SITUATE IN THE 14TH WARD, CITY OF JOHNSTOWN CAMBRIA COUNTY, PENNSYLVANIA

EADS
 ENGINEERING ARCHITECTURE AND DESIGN GROUP

450 ABERDEEN DRIVE
 SOMERSET, PA. 15501
 Phone: 814-445-6551
 Fax: 814-443-3749
 www.eadsgroup.com

| Scale | No. | Revisions | Date |
|------------------------------|-----|-----------|------|
| 1" = 30' | | | |
| JANUARY 26, 2021 | | | |
| Drawn By: CJP | | | |
| Checked By: KAG | | | |
| Project No.: 4426 | | | |
| File No.: SU-CR-4426-JRA-DWG | | | |

Seal

Date: _____

Drawing No. **1 of 1**

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10401

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF ONE (1) 2021 F-350 4 X4 SD SUPER CAB PICK UP TRUCK FROM SUPPES MOTORS PLUS A SMITH V-HOPPER SALT SPREADER FROM CHEMUNG SUPPLY CORPORATION

WHEREAS, the City of Johnstown Public Works Department requests the purchase of and has budgeted for a 2021 F-350 4 X 4 SD Super Cab Pickup Truck and a Smith V-Hopper salt spreader: and

WHEREAS, Purchase of these vehicles will be made from the Capital Fund, Account No. 18 434 37 070 10; and

WHEREAS, a thorough search for a Pickup Trucks identified Suppes Motors as offering the lowest (COSTAR) quote for a (2021) F-350 4 X 4 SD Super Cab Pickup at \$32,697.00 and a Smith V-Hopper salt spreader for \$5,344.00.

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and/or his designee are hereby authorized to sign all documents necessary to effectuate the acceptance of the Suppes Motors and Chemung Supply price offer and to purchase the Public Works vehicle and salt spreader.

ADOPTED:

February 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10401** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



CHEMUNGSUPPLY.COM



A DIVISION OF CHEMUNG SUPPLY

EVOLUTIONEDGES.COM



A DIVISION OF CHEMUNG SUPPLY
AND EVOLUTION EDGES

BUILTBLADES.COM

HEADQUARTERS:
2420 CORNING ROAD
PO BOX 527
ELMIRA, NY 14902
PHONE: 607-733-5506
FAX: 607-732-5379

December 22, 2020

City of Johnstown DPW
C/O Highway

RE: Smith V-Hopper Spreader:

- Series IV unit
- Dual electric drive
- 2 Cubic yard capacity
- 96" Long x 40" High x 50" Wide
- Fully galvanized top screen
- Fully adjustable -Flip up chute assembly
- One of the best-hand made units on the market

| | |
|------|-------------|
| | \$ 5,294.00 |
| Drop | \$ 50.00 |
| | ----- |
| | \$ 5,344.00 |

Notes

- Act quickly-large price increase expected in near future

Any questions please feel free to contact me at any time to discuss.

Thank You

Dave Filippelli-PA Sales
724-237-7944-Mobile
800-733-5508-Office



Smouse Trucks & Vans Inc

207 Smouse Rd - Mt Pleasant, PA 15668

Ph: 724-887-7777 - Fax: 724-547-8785

smousevt@zoominternet.net

Quote

| | |
|------------|---------|
| Date | Quote # |
| 11/12/2020 | 20-1518 |

| |
|---|
| Name / Address |
| City of Johnstown 401 Main Street Johnstown, PA 15901 814-533-2089 ext 403 Larry lduray@cojtw.com |

| |
|-----|
| Rep |
| SAM |

| Description | Qty | Cost | Total |
|---|-----|----------|-----------|
| <p>NEW 2020 SALTDogg PRO2000 ELECTRIC POLY HOPPER SPREADER WITH FULL LENGTH AUGER Model: PRO2000 SN: 001616 Fits trucks with 6-1/2 ft beds and minimum 10,000 lb GVW (gross vehicle weight). Durable, patented dual-wall poly hopper with 2 cubic yard capacity. 12V DC-powered electric drive with independent auger and spinner motors. Handles bulk salt or a 50/50 sand/salt mix. In-cab control of independent auger and spinner speeds, with vibrator control. 14 in. poly spinner broadcasts material up to 30 ft. The 5-1/4 in. steel variable pitch auger with stainless steel trough keeps material flowing. Swing-away chute allows for easy cleaning, storage and bulk unloading. Vibrator, top screen, fitted tarp, tie downs and remote auger bearing grease kit included. Forklift slots for ease of loading. Backed with a 2 year warranty. Made in the USA.</p> <p>CASH AND CARRY - Only 2 left in stock. Price only valid while in stock.</p> | | 4,699.00 | 4,699.00T |
| COSTAR DISCOUNT | | -374.00 | -374.00 |
| Subtotal | | | 4,325.00 |
| COSTAR #025327 | | | |

Prepared for: Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/28/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

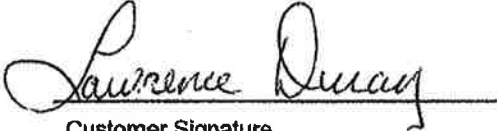


2021 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 115

Pricing Summary - Single Vehicle

| | MSRP |
|----------------------------|--------------------|
| <i>Vehicle Pricing</i> | \$46,105.00 |
| <i>Pre-Tax Adjustments</i> | |
| Description | |
| COSTARS DISCOUNT | -\$13,408.00 |
| Total | \$32,697.00 |


Customer Signature

01/28/2021
Acceptance Date

MCCALL MOTORS, INC.
 4914 ADMIRAL PEARY HWY
 EBENSBURG, PA 159311980

Configuration Preview

Date Printed: 2020-12-15 10:10 AM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 00KPE City of Johnst
 FAN 2:
 Client Code:
 Bid Number: TB1087
 PO Number:

Sold to: Mccall Motors, Inc. (23481)
 4914 Admiral Peary Hwy
 Ebensburg, PA 159311980
 Ship to: Mccall Motors, Inc. (23461)
 4914 Admiral Peary Hwy
 Ebensburg, PA 159311980

Vehicle: 2021 2500 TRADESMAN CREW CAB 4X4 (149 In WB 6FT 4 IN box) (DJ7L91)

| | Sales Code | Description | MSRP(USD) |
|-------------------|------------|--|-----------|
| Model: | DJ7L91 | 2500 TRADESMAN CREW CAB 4X4 (149 In WB 6FT 4 IN box) | 40,550 |
| Package: | 2GA | Customer Preferred Package 2GA | 0 |
| | ESB | 6.4L V8 Heavy Duty HEMI MDS Engine | 0 |
| | DFX | 8-Spd Auto 8HP75-LCV Transmission | 0 |
| Paint/Seat/Trim: | PR4 | Flame Red Clear Coat | 0 |
| | APA | Monotone Paint | 0 |
| | *V9 | Cloth 40/20/40 Bench Seat | 0 |
| | -X9 | Black | 0 |
| Options: | RFQ | RAM Telematics | 800 |
| | XMF | Mopar Spray In Bedliner | 565 |
| | XEA | Tow Hooks | 100 |
| | JKV | 115V Auxiliary Front Power Outlet | 210 |
| | BAJ | 220 Amp Alternator | 100 |
| | XAW | Rear Backup Alarm | 145 |
| | 4DH | Prepaid Holdback | 0 |
| | LHL | Auxiliary Switches - I/P Mounted | 145 |
| | 4ES | Delivery Allowance Credit | 0 |
| | AMP | Chrome Appearance Group | 1,095 |
| | MAF | Fleet Purchase Incentive | 0 |
| | A6B | Tradesman Level 2 Equipment Group | 1,095 |
| | MRS | Fiat Cab-Length Side Steps Chrome | 695 |
| | 5N6 | Easy Order | 0 |
| | 4FM | Fleet Option Editor | 0 |
| | 4FT | Fleet Sales Order | 0 |
| | 135 | Zone 35-Washington | 0 |
| | 4EA | Sold Vehicle | 0 |
| Non Equipment: | 4FA | Special Bid-Ineligible For Incentive | 0 |
| Bid Number: | TB1087 | Government Incentives | 0 |
| Discounts: | YG2 | 5.2 Additional Gallons of Gas | 0 |
| Destination Fees: | | | 1,695 |

Total Price: 47,195

Order Type: Fleet
 Scheduling Priority: 1-Sold Order

PSP Month/Week:
 Build Priority: # 99

COSTAR BFD # 33119

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10402**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF ONE (1) PICK-UP TRUCK FOR THE FIRE DEPARTMENT.

WHEREAS, the City of Johnstown Fire Department requests and has budgeted for the purchase of a pick-up truck to replace an aged and high mileage truck; and

WHEREAS, Purchase of the pick-up truck will be made from the Capital Fund, Account No. 18.412.74.072.00; and

WHEREAS, a thorough search for a Pickup Trucks identified Suppes Motors as offering the lowest (COSTAR) quote for a (2022) F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B) in the amount of \$35,406.

WHEREAS, the City anticipates entering into a lease agreement First Capital Equipment Leasing Corp. to finance the purchase following the order of the vehicle, but wishes to accept and confirm the purchase quote of Suppes Motors at this time to facilitate the ordering of said vehicle.

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and/or his designee are hereby authorized to sign all documents necessary to effectuate the acceptance of the Suppes Ford price offer on said pick-up truck in the amount of \$35,406.


ADOPTED:

February 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10402** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Prepared for: Mr. Larry Duray, City of Johnstown
419 6th Avenue
Johnstown, PA 15906
Email: lduray@cojtwm.com

2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115



Client Proposal

Prepared by:
Courtney Droz CoStars# 025-064
Office: 814-535-5531
Email: courtney@suppesford.com
Quote ID: johnstown2
Date: 12/09/2020

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

Mr. Larry Duray, City of Johnstown

419 6th Avenue

Johnstown, PA 15906

Email: lduray@cojtwm.com

Re: Quote ID johnstown2 12/09/2020

Dear Mr. Duray,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Courtney Droz CoStars# 025-064

General Manager

814-535-5531

courtney@suppesford.com

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

Selected Equip & Specs

Dimensions

- Exterior length: 250.0"
- Exterior width: 80.0"
- Wheelbase: 160.0"
- Rear track: 67.2"
- Min ground clearance: 8.2"
- Rear legroom: 43.6"
- Rear headroom: 40.4"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.9"
- Approach angle: 17.5 deg
- Cargo volume: 52.1cu.ft.
- Box length: 81.9"
- Cab to axle: 39.9"
- Exterior height: 81.3"
- Front track: 68.3"
- Turning radius: 26.5'
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 131.7cu.ft.
- Departure angle: 21.2 deg
- Maximum cargo volume: 52.1cu.ft.

Powertrain

- * **430hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI**
- federal
- Part-time
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 17 x 7.5 argent steel wheels
- * **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **LT245/75SR17 EBSW AT front and rear tires**

Body Exterior

- 4 doors
- Conventional right rear passenger
- * **Turn signal indicator in mirrors**
- Black bumpers
- * **Class V trailer hitch with with brake controller and trailer sway control**
- Trailer harness
- Clearcoat paint
- 2 front tow hook(s)
- Conventional left rear passenger
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Running boards**
- Bed-rail protectors
- Box style: regular
- Front and rear 17 x 7.5 wheels

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020



Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

Selected Equip & Specs (cont'd)

Convenience

- Manual air conditioning with air filter
- * **Driver and passenger 1-touch up**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- * **Driver and passenger door bins**
- * **Power windows**
- * **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Day-night rearview mirror
- Emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full overhead console
- * **Rear door bins**

Seats and Trim

- * **Seating capacity of 5**
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- * **Front bucket seats**
- Manual driver lumbar support
- 60-40 folding rear split-bench seat

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- * **Rear window defroster**
- Front and rear reading lights
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Deep tinted windows**
- Tachometer
- Compass
- Camera(s) - rear
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

As Configured Vehicle

| Description | MSRP |
|--|-------------|
| Base Vehicle Price (W3B) | \$42,150.00 |
| Order Code 610A | N/C |
| <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i> - GVWR: 10,600 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i> | |
| Engine: 7.3L 2V DEVCT NA PFI V8 Gas | \$1,705.00 |
| <i>Includes:</i> - Electronic-Locking w/3.73 Axle Ratio - Heavy-Duty Alternator (240 Amp) | |
| Transmission: TorqShift 10-Speed Automatic | Included |
| <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i> | |
| Electronic-Locking w/3.73 Axle Ratio | Included |
| GVWR: 10,600 lb Payload Package | Included |
| Tires: LT245/75Rx17E BSW A/T (4) | \$165.00 |
| <i>Spare may not be the same as road tire.</i> | |
| Wheels: 17" Argent Painted Steel | Included |
| <i>Includes painted hub covers/center ornaments.</i> | |
| 160" Wheelbase | STD |
| Power Equipment Group | \$1,075.00 |
| <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping and heated convex spotter mirror.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry | |
| Camper Package | \$160.00 |
| <i>Includes heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification. NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with camper.</i> <i>Includes:</i> - Rear Stabilizer Bar | |
| Trailer Brake Controller | \$270.00 |
| <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i> | |

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020



Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

As Configured Vehicle (cont'd)

| Description | MSRP |
|--|--------------------|
| Platform Running Boards | \$445.00 |
| Front License Plate Bracket | N/C |
| <i>Standard in states requiring 2 license plates and optional to all others.</i> | |
| LED Roof Clearance Lights | \$95.00 |
| Monotone Paint Application | STD |
| Fixed Rear-Window w/Defrost | \$60.00 |
| Privacy Glass | \$30.00 |
| Radio: AM/FM Stereo w/MP3 Player | Included |
| <i>Includes 4 speakers.</i> | |
| <i>Includes:</i> | |
| <i>- SYNC Communications & Entertainment System</i> | |
| <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i> | |
| 50-State Emissions System | STD |
| Medium Earth Gray | N/C |
| Vinyl 40/Mini-Console/40 Front Seat (Fleet) | \$355.00 |
| <i>Includes driver's side manual lumbar.</i> | |
| Vermillion Red | \$660.00 |
| Requires Valid FIN Code. | |
| SUBTOTAL | \$47,170.00 |
| Destination Charge | \$1,695.00 |
| TOTAL | \$48,865.00 |

Prepared for: Mr. Larry Duray

City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

12/09/2020

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 115 | Quote ID: johnstown2

Pricing Summary - Single Vehicle

| | MSRP |
|----------------------------|--------------------|
| <i>Vehicle Pricing</i> | \$48,865.00 |
| <i>Pre-Tax Adjustments</i> | |
| Description | |
| COSTARS DISCOUNT | -\$13,459.00 |
| <hr/> | |
| Total | \$35,406.00 |

Customer Signature

Acceptance Date

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR A CONTRACTOR TO PROVIDE CONCESSION SERVICES WITHIN SARGENT'S STADIUM AND ROXBURY PARK.

WHEREAS, the City owns and operates Sargent's Stadium and Roxbury Park as recreational assets; and

WHEREAS, both facilities attract thousands of visitors for a variety of events; and

WHEREAS, providing concessions at both locations is essential for visitors; and

WHEREAS, the City requires a contractor with the appropriate experience and equipment to provide for the sale of concessions at the Stadium.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to release an RFP for concessions sales at Sargent's Stadium and Roxbury Park.

ADOPTED:

February 10, 2021

By the following vote:

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

Mr. Capriotti. (7)


Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10403** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

REQUEST FOR PROPOSALS

City of Johnstown Sargent's Stadium and Roxbury Park Concession Services

RFP – February 2021

CITY COUNCIL OF THE CITY OF JOHNSTOWN

PROCEDURE

ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed "Contractor Information" page provided within this RFP. The contractor 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:

Concessions Services Proposal

The name and address of the contractor 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 **March 1, 2021 at 2:00 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 March 1, 2021 at 2:05 p.m.

INQUIRIES AND ADDENDA

Should the contractor 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 John Dubnansky by e-mail at jdubnansky@cojtw.com. The City of Johnstown will not be responsible for any oral instructions.

DUTY OF CONTRACTOR TO MAKE NECESSARY INVESTIGATIONS

Before submitting a proposal, each contractor 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 contractor 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 contractor.

EXPENSES INCURRED IN PREPARING PROPOSAL

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

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 December 31, 2022. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion. The Concession Service contract will be in effect during the following dates:

Sargent's Stadium

- FY 2021: March 11 – April 30 and August 16 – December 31
- FY 2022: January 1 – April 30 and August 16 – December 31

Roxbury Park

- FY 2021: March 11 – December 31
- FY 2022: January 1 – December 31

PROCESS BY WHICH THE CONTRACT SHALL BE AWARDED

This contract will be awarded to the contractor judged to provide the best value and most experience. 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.
7. Knowledge of the Johnstown/Cambria County area

SPECIFICATION OF SERVICE

OBJECTIVES OF THE SERVICE

The City of Johnstown owns and operates Sargent's Stadium in Downtown Johnstown and Roxbury Park. These two venues host numerous events throughout the year and attract thousands of people to the City annually. The City wants to ensure that visitors to these two venues have access to concession food/drinks.

TASKS TO BE PERFORMED

The contractor will provide staffing and resources to complete the following requested work tasks.

- Provide concessions at all events at Sargent's Stadium and Roxbury Park, during the dates and times listed within the "Term of Contract" section of this RFP.
- Provide staffing and equipment to handle ticketing for all collegiate baseball games at Sargent's Stadium.

OPERATIONS

- The City will provide the Contractor a schedule of events for Sargent's Stadium and Roxbury Park, and changes thereto, as soon as they are known.
- The Contractor shall operate Sargent's Stadium and Roxbury Park concession stands for all events scheduled through the City of Johnstown. Failure to do so may result in cancellation of the concession contract and/or a financial penalty.
- At its sole discretion, the City may inspect concessions areas to ensure they are in operation during scheduled events.

REQUIREMENTS

The selected contractor will be required to:

- Provide all equipment, personnel, supplies, and preparation incidental to the establishment, maintenance, and operation of the concession stands.
- Must submit a proposed menu of items and prices to be charged by the Contractor for the concession stands to the City one-week prior to beginning sales.
- Must hold a Pennsylvania Liquor License to sell beer at Sargent's Stadium as authorized by the City.
- Must keep all concession stands and surrounding area clean and free of debris.
- Will be required to obey all health and sanitary laws, regulations, and policies of the City of Johnstown, Commonwealth of Pennsylvania, and other relevant regulations formally adopted by the appropriate level of government.
- Be adequately insured to complete the specified work requested by the City of Johnstown. Including, at a minimum, a certificate of insurance indicating liability coverage in the amount

of \$500,000 for bodily injury and property damages that might result or arise from their operation of the concession stands.

- Provide the City of Johnstown with proof of Workers Compensation Insurance.
- Licensed to work within the State of Pennsylvania.
- Have no outstanding violations within the City of Johnstown or Cambria County for their business/sole practitioner.

CITY PROVISIONS

- The City will provide the contractor keys to access all concession areas.
- The City will provide utilities to all concession areas.

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 March 11, 2021.

PAYMENT TO THE CITY

The City is not paying the contractor for their services. The contractor must provide to the City of Johnstown within their proposal a breakdown of payments that will be made to the City through an agreement.

Example: *The contractor agrees to pay to the City 10% of total sales once a month. The contractor will also pay the City 10% of all collegiate baseball ticketing sales.*

CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP

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

- Sample concession menus with pricing
- Payment to the City information
- Examples of similar work the contractor has completed in the last five years
- Experience of the contractor staff
- A signed contract for contractor services with a section for the City to sign and accept the provided work proposal
- A completed Contractor Identification sheet

CONTRACTOR INFORMATION

CONTRACTOR NAME (PRINTED): _____

ADDRESS: _____

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10404

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FLOOD CITY LODGE #86 FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2024.

WHEREAS, the City and the Fraternal Order of Police Flood City Lodge #86 have engaged in negotiations; and

WHEREAS, the parties have successfully reached an agreement applicable to the period of January 1, 2021 through December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby ratifies the Collective Bargaining Agreement between the City and the Fraternal Order of Police Flood City Lodge #86 effective January 1, 2021 through December 31, 2024 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:

February 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10404** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

TENTATIVE AGREEMENT

By and Between
The City of Johnstown
and
Fraternal Order of Police Flood City Lodge #86

The parties have reached a Tentative Agreement for a Collective Bargaining Agreement to become effective upon expiration of the current Collective Bargaining Agreement. This Tentative Agreement will continue the terms of the current Collective Bargaining Agreement in effect from January 1, 2018 through December 31, 2020 for a term of four (4) years for a new Collective Bargaining Agreement effective January 1, 2021 through December 31, 2024 subject to the following changes:

1. Article 4, RATES OF PAY/SCHEDULING – Article IV shall be revised as follows:

a. Section 1 – Base Salaries – Section 1 shall be revised to provide as follows:

Bargaining unit members shall receive pay salary increases of 2% across the board effective January 1, 2021; 2% across the board effective January 1, 2022; 2% across the board effective January 1, 2023; and 2% across the board effective January 1, 2024. The revised wage schedule will be as follows:

| | 2021 | 2022 | 2023 | 2024 |
|--------------------------------|-------------|-------------|-------------|-------------|
| <i>Captain</i> | \$60,825.47 | \$62,041.98 | \$63,282.82 | \$64,548.48 |
| <i>Sergeant</i> | \$55,480.20 | \$56,589.80 | \$57,721.60 | \$58,876.03 |
| <i>Patrol Officer</i> | | | | |
| <i>4th year and</i> | \$52,813.98 | \$53,870.26 | \$54,947.67 | \$56,046.62 |
| <i>up</i> | | | | |
| <i>3rd year</i> | \$47,365.57 | \$48,312.88 | \$49,279.14 | \$50,264.72 |
| <i>2nd year</i> | \$45,342.62 | \$46,249.47 | \$47,174.46 | \$48,117.95 |
| <i>1st year</i> | \$43,544.82 | \$44,415.72 | \$45,304.03 | \$46,210.11 |

- b. Section 3 A. – Clothing Allowance and Property Damage – Provide for the City to recoup uniform costs from employees who leave employment prior to completion of three years from date of hire at 100% in year 1, 75% in year 2, and 50% in year three. It is expected that these employees will return all equipment, badges, patches, and other identifiers and reimburse the City only for uniform items consisting of the clothing items provided that are not to be returned.
- c. Section 5 – Hospital, Medical, Dental and Other Insurance – Section 5 A shall be revised to reflect that employees shall be responsible for a maximum in network deductible of \$500/\$1500 and an out of network deductible of \$2500/\$7500 and shall be supplied a difference card for the balance of any deductible or other costs incurred in excess of the contractually established benefit levels. Section 5A shall also be revised to provide that the City shall have the right to change carriers during

the term of this Agreement to a plan that is comparable to the existing plan. Prior to any change in carrier, the City shall meet and discuss with the Union.

- d. Section 8 – Light Duty Positions – this section shall be deleted in its entirety and replaced with the following language:

The City, at the discretion of the Police Chief, may assign an employee who is off work with due to illness or injury to perform modified duty work to the extent the Police Chief determines that such modified duty work is available.

2. **Article 12, PROMOTIONS ORGANIZATIONAL STRUCTURE AND REDUCTIONS IN FORCE** – The introductory language to this Article, Section 1 and Section 2 shall be deleted and replaced with a new Section 1 that shall provide as follows:

Promotions and reductions shall be conducted in accordance with the rules and regulations of the Civil Service Commission for the City of Johnstown.

3. **Article 16, PENSIONS**

- a. The Pension Plan document shall be revised to provide for a vesting benefit for employees hired on or after January 24, 2001 in accordance with Section 4302.1 of the Third-Class City Code.
- b. The Pension Plan document shall be revised to reflect the retirement eligibility provision set forth in Section 3 of the Collective Bargaining Agreement.
- c. The Pension Plan document shall be revised to reflect the ten (10) year qualification period for work related disability.
- d. The Pension Plan document shall be amended to reflect the maximum service increment amount \$500 available for employees hired prior to January 1, 2018 and the maximum benefit of \$100 available for employees hired on after January 1, 2018.
- e. The Pension Plan document shall be revised to reflect the calculation of Final Average Salary for employees hired prior to March 10, 2010 to include base pay, longevity pay, sick leave incentive and educational pay at the time of retirement while employees hired after March 10, 2010 will have Final Average Salary calculated using the same elements in the highest five (5) year average.
- f. The Agreement and Pension Plan shall be amended to provide all participants are entitled to purchase up to five (5) years of military service in accordance with the terms and provisions of a Third-Class City Code.

g. The agreement and pension plan shall reflect that the contributions to the pension plan shall be 5% with an additional \$5 for those that have eligibility for a maximum \$500 service increment and 5% with an additional \$1 for those having a maximum \$100 service increment.

4. **Article 19, TERM OF CONTRACT** – This Article shall be revised to reflect a four (4) year term with effective dates of January 1, 2021 through December 31, 2023.

5. The terms of this Tentative Agreement as well as any agreements reached between the parties during the term of the current Collective Bargaining Agreement shall be incorporated into an Integrated Collective Bargaining Agreement. In addition, the references in the collective bargaining agreement to the amended recovery/exit plan and the dates applicable shall be updated to reflect the amendments.

Agreed to by FOP Flood City Lodge #86

Agreed to by City of Johnstown

By _____

By _____

Date _____

Date _____

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10405**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND HIS DESIGNEES TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE OF TWO (2) POLICE VEHICLES FOR THE POLICE DEPARTMENT AND THE PURCHASE OF A PICKUP TRUCK FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT VIA A LEASE-TO-OWN MUNICIPAL FLEET FINANCING AGREEMENT.

WHEREAS, the City of Johnstown Police Department requires replacement of two police vehicles due to the aged and high mileage of these vehicles and the Community and Economic Development Department requires a pickup truck for the purpose of code enforcement and clean-up in the community; and

WHEREAS, a thorough search and review of pricing for the needed vehicles identified Suppes Ford as offering the lowest (COSTAR) quotes for all three above-referenced vehicles, including the 2 police vehicles in the form a (2020) Police Interceptor Utility AWD Base (K8A) for a total cost of \$66,899 plus \$23,844.16 for related Police Gear,, and the Community and Economic Development Department's vehicle in the form of a (2021) Ranger 4x4 Super Crew 5' box 126.8" WB XLT at cost of \$30,555.00, for a total cost of \$121,298.16; and

WHEREAS, the City has identified the most favorable means to purchase said vehicles as consisting of a four (4) year Municipal Fleet Lease-to-Own Agreement with First Capital Equipment Leasing Corp, in which the total amount of \$121,298.16 will be financed at an interest rate of 3.998%, wherein the City will make quarterly payments in the amount of \$8,239.43 beginning May 1, 2021; and

WHEREAS, the payment for purchase of these vehicles has been budgeted within the Capital Fund of the City's 2021 Annual Budget, from which the quarterly payments shall be comprised of payment made for the purchase of the police vehicles and related police gear from account no. 18.410.72.016.00 and payment made for the purchase of the CD pickup truck will be made from account no. 18.460.33.072.00;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and/or his designees are hereby authorized to sign all documents and take any/all other actions necessary to effectuate the acceptance of the Suppes Ford price offer and purchase of the Police vehicles and related gear and Pickup Truck, and to execute and effectuate a Municipal Fleet Lease to Own Agreement with First Capital Equipment Leasing Corp. for purposes of said purchase.

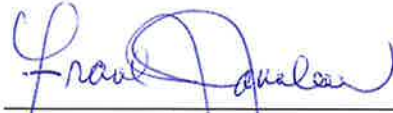
ADOPTED:

February 10, 2021

By the following Vote:

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


Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10405** 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.**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND HIS DESIGNEES TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE OF TWO (2) POLICE VEHICLES FOR THE POLICE DEPARTMENT AND THE PURCHASE OF A PICKUP TRUCK FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT VIA A LEASE-TO-OWN MUNICIPAL FLEET FINANCING AGREEMENT.

WHEREAS, the City of Johnstown Police Department requires replacement of two police vehicles due to the aged and high mileage of these vehicles and the Community and Economic Development Department requires a pickup truck for the purpose of code enforcement and clean-up in the community; and

WHEREAS, a thorough search and review of pricing for the needed vehicles identified Suppes Ford as offering the lowest (COSTAR) quotes for all three above-referenced vehicles, including the 2 police vehicles in the form a (2020) Police Interceptor Utility AWD Base (K8A) for a total cost of \$66,899 plus \$23,844.16 for related Police Gear,, and the Community and Economic Development Department's vehicle in the form of a (2021) Ranger 4x4 Super Crew 5' box 126.8" WB XLT at cost of \$30,555.00, for a total cost of \$121,298.16; and

WHEREAS, the City has identified the most favorable means to purchase said vehicles as consisting of a four (4) year Municipal Fleet Lease-to-Own Agreement with First Capital Equipment Leasing Corp, in which the total amount of \$121,298.16 will be financed at an interest rate of 3.998%, wherein the City will make quarterly payments in the amount of \$8,239.43 beginning May 1, 2021; and

WHEREAS, the payment for purchase of these vehicles has been budgeted within the Capital Fund of the City's 2021 Annual Budget, from which the quarterly payments shall be comprised of payment made for the purchase of the police vehicles and related police gear from account no. 18.410.72.016.00 and payment made for the purchase of the CD pickup truck will be made from account no. 18.460.33.072.00;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and/or his designees are hereby authorized to sign all documents and take any/all other actions necessary to effectuate the acceptance of the Suppes Ford price offer and purchase of the Police vehicles and related gear and Pickup Truck, and to execute and effectuate a Municipal Fleet Lease to Own Agreement with First Capital Equipment Leasing Corp. for purposes of said purchase.

ADOPTED:

By the following Vote:

Yeas:

Nays:

Frank Janakovic, Mayor

Marie Mock, Deputy Mayor

ATTEST:

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

Nancy Cushing, City Clerk

Team Force Inc
 482 Railroad Street
 Windber, PA 15963
 (814) 322-6669
 mike@teamforceinc.com
 www.teamforceinc.com



Estimate

ADDRESS

JOHNSTOWN POLICE DEPT
 FAX#1-814-533-2076
 PHONE #1-814-533-2067

ESTIMATE # 2854

DATE 01/19/2021

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|----------|-----------|
| | Ceridian Lightbar Package Whelen Ceridian Lightbar Package; Lightbar to spec, includes CORE Controller and SA315P/SAK44 speaker/mount | 2 | 3,150.00 | 6,300.00 |
| | MCRNTJ FORD SUV GRILL STUD MOUNT MICRON ONE RED ONE BLUE | 4 | 115.00 | 460.00T |
| | VTX609J VERTEX SPLIT RED BLUE ONE RED ONE BLUE | 4 | 95.00 | 380.00T |
| | I2J ION DUO -2 SIDE CARGO 2 UPPER REAR HATCH | 8 | 121.80 | 974.40T |
| | TLI2J DUO T-ION RED/BLUE -2 MOUNTED REAR LOWER BUMPER | 4 | 101.20 | 404.80T |
| | FHLTAIL TAIL LIGHT FLASHER | 2 | 0.00 | 0.00T |
| | UHF2150A HEADLIGHT FLASHER, POS/NEG SWITCHING | 2 | 0.00 | 0.00 |
| | PRPSP4704UIN20A Partition, Recessed Panel, and Lower Extension Panels. 20/21 Ford Interceptor Utility | 2 | 691.00 | 1,382.00T |
| | S4702UIN20OSB Rear Transport Seat Assembly and Barrier, with Outboard Seatbelts, 2020 Ford Interceptor Utility | 2 | 1,265.00 | 2,530.00T |
| | WB47NPUIN20 Rear Window Bars, 2020 Ford Interceptor Utility | 2 | 197.00 | 394.00T |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|----------|-----------|
| | GVPM4713D-H TRI-LOCK VERTICAL DUAL GUN RACK SYSTEM WITH BARREL LOCK TO FIT ALL MAKES OF FIREARMS | 2 | 415.00 | 830.00T |
| | TEAM FORCE CONSOLE PACK 2020 TEAM FORCE CONSOLE PACK 2020- CONSOLE, ARM REST, DUAL CUP HOLDER, 2 12 VOLT POWER PORTS, 1 DUAL USB POWER PORT, ALL MIC CLIPS, ALL FACE PLATES AND FILLER PLATES NEEDED | 2 | 595.00 | 1,190.00T |
| | CM006331 Steel "L" bracket with heavy-duty articulating swivel plates | 2 | 49.02 | 98.04T |
| | C-MD-204 Low Profile Tilt Swivel Motion Device | 2 | 57.46 | 114.92T |
| | C-DMM-3015 Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle | 2 | 379.00 | 758.00T |
| | Installation Supplies Shop parts, Wire, fuse block, circuit breaker, fuses, wire loom, Etc. | 2 | 289.00 | 578.00T |
| | FREIGHT ESTIMATED FREIGHT CHARGE | 2 | 325.00 | 650.00 |
| | GRAPHICS CAR GRAPHICS | 2 | 800.00 | 1,600.00 |
| | Labor | 2 | 2,600.00 | 5,200.00T |

We look forward doing business with you!!!
also if you have any questions please call
mike Jenkins (814-262-0004)office (814-322-6669) cell
fax#(814-262-7151)
mike@teamforceinc.com
all invoices after 30days are subject to late fee

SUBTOTAL 23,844.16
TAX (0) 0.00
TOTAL \$23,844.16

Accepted By

Accepted Date

Prepared for: Chad Miller, Chief of Police, City of Johnstown
401 Main St, Suite 104
Johnstown, PA 15901
Office: 814-533-2032

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40



Client Proposal

Prepared by:
Joe Cinko CoStars# 025-065
Office: 814-535-5531
Email: jcinko@suppesford.com
Quote ID: 9320cj
Date: 01/13/2021



Suppes Ford | 101 Main Street, Johnstown, Pennsylvania, 159011506
Office: 800-985-1597

Prepared for: Chad Miller

Chief of Police, City of Johnstown
Prepared by: Joe Cinko CoStars# 025-065
01/13/2021



Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40 | Quote ID: 9320cj

Chad Miller, Chief of Police, City of Johnstown

401 Main St, Suite 104
Johnstown, PA 15901
Office: 814-533-2032

Re: Quote ID 9320cj 01/13/2021

Dear Chad,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Please note that the color depicted is not the actual color (Oxford White).

Both of these units are in stock at this time.

\$1,563.02 (\$781.51 per unit) per Month for 48 Months, with the first payment due at lease signing.

5.99%

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Joe Cinko CoStars# 025-065
Sales
814-535-5531
jcinko@suppesford.com

Prepared for: Chad Miller

Chief of Police, City of Johnstown

Prepared by: Joe Cinko CoStars# 025-065

01/13/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40 | Quote ID: 9320cj

Selected Equip & Specs

Dimensions

- Exterior length: 198.8" • Exterior width: 78.9" • Exterior height: 69.4" • Wheelbase: 119.1" • **Min ground clearance: 7.6"**
- Front legroom: 40.9" • Rear legroom: 40.7" • Front headroom: 40.7" • Rear headroom: 40.4" • Front hiproom: 59.3" • Rear hiproom: 59.1" • Front shoulder room: 61.8" • Rear shoulder room: 61.3" • Passenger volume: 118.0cu.ft. • Cargo volume: 52.0cu.ft. • Cargo volume seats folded: 90.3cu.ft. • Maximum cargo volume: 90.3cu.ft.

Powertrain

- *** 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, gasoline direct injection** • Recommended fuel : regular unleaded • ULEV II • 10 speed automatic transmission with overdrive • All-wheel • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks • Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks • Electric power-assist rack-pinion Steering • Front and rear 18 x 8 black steel wheels • P255/60WR18 BSW AS front and rear tires

Body Exterior

- 4 doors • Driver and passenger power remote, manual folding door mirrors • Black door mirrors • Lip rear spoiler • Body-coloured bumpers • Class III trailer hitch • Clearcoat paint • Front and rear 18 x 8 wheels • 1 front tow hook(s)

Convenience

- Dual zone front automatic air conditioning with air filter • Cruise control with steering wheel controls • Power windows • Driver and passenger 1-touch up • Driver and passenger 1-touch down • Power door locks • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • Ford Fleet Telematics internet access • Wireless phone connectivity • 1 1st row LCD monitor • Dual visor mirrors • Driver and passenger door bins

Seats and Trim

- Seating capacity of 5 • Front bucket seats • 8-way 6-way power driver seat adjustment • Manual driver lumbar support • Power height adjustable driver seat • 4-way passenger seat adjustment • 35-30-35 folding rear split-bench seat • Cloth seat upholstery • Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio • External memory control • Steering wheel mounted radio controls • 4 speakers • Integrated roof antenna

Lighting, Visibility and Instrumentation

- LED low/high beam projector beam headlights • Fully automatic headlights • LED brakelights • Variable intermittent front windshield wipers • Speed sensitive wipers • Fixed interval rear windshield wiper • Rear window defroster • Fixed rearmost windows • Deep tinted windows • Front and rear reading lights • Tachometer • Camera(s) - rear with washer • Low tire pressure warning • Trip computer • Trip odometer • Traction battery level gauge

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chad Miller

Chief of Police, City of Johnstown

Prepared by: Joe Cinko CoStars# 025-065

01/13/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 40 | Quote ID: 9320cj

As Configured Vehicle

| Description | MSRP |
|---|-------------|
| Base Vehicle Price (K8A) | \$40,615.00 |
| Order Code 500A | N/C |
| <i>Includes:</i> - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover, center caps and full size spare.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | -\$3,530.00 |
| Engine: 3.3L V6 Direct-Injection (FFV) | -\$3,530.00 |
| <i>(136-MPH Top Speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i> | |
| Transmission: 10-Speed Automatic (44U) | N/C |
| 3.73 Axle Ratio | Included |
| GVWR: TBD | Included |
| Tires: 255/60R18 AS BSW | Included |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel | Included |
| <i>Includes polished stainless steel hub cover, center caps and full size spare.</i> | |
| Unique HD Cloth Front Bucket Seats w/Cloth Rear | \$60.00 |
| <i>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.</i> | |
| Monotone Paint Application | STD |
| 119" Wheelbase | STD |
| Radio: AM/FM/MP3 Capable | Included |
| <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | |
| Dark Car Feature | \$25.00 |
| <i>Courtesy lamps disabled when any door is opened.</i> | |
| Switchable Red/White Lighting in Cargo Area | \$50.00 |
| <i>Deletes 3rd row overhead map light.</i> | |
| Driver Only LED Spot Lamp (Unity) | \$395.00 |
| Rear-Door Controls Inoperable | \$75.00 |
| <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i> | |
| 50 State Emission System | STD |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chad Miller

Chief of Police, City of Johnstown

Prepared by: Joe Cinko CoStars# 025-065

01/13/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40 | Quote ID: 9320cj

As Configured Vehicle (cont'd)

| Description | MSRP |
|--|--------------------|
| Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. | |
| Charcoal Black | N/C |
| Oxford White | N/C |
| SUBTOTAL | \$37,690.00 |
| Destination Charge | \$1,245.00 |
| TOTAL | \$38,935.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chad Miller

Chief of Police, City of Johnstown

Prepared by: Joe Cinko CoStars# 025-065

01/13/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40 | Quote ID: 9320cj

Pricing Summary - Single Vehicle

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | \$38,935.00 |
| <i>Pre-Tax Adjustments</i> | |
| Description | |
| Fleet and CoStars Discounts | -\$5,758.00 |
| FMC Underwriting Fee | \$272.50 |
| <hr/> | |
| Total | \$33,449.50 |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chad Miller

Chief of Police, City of Johnstown

Prepared by: Joe Cinko CoStars# 025-065

01/13/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 40 | Quote ID: 9320cj

Pricing Summary - Multiple Vehicles (2)

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | \$77,870.00 |
| <i>Pre-Tax Adjustments</i> | |
| Description | |
| Fleet and CoStars Discounts | -\$11,516.00 |
| FMC Underwriting Fee | \$545.00 |
| Total | \$66,899.00 |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



101 Main Street
Johnstown, PA 15901
(814) 535-5531

Social Sec. No. DEAL#: 0010176
Social Sec. No. CUST#: 31106
Date 02/01/2021
Residence Phone 814-533-2092
Business Phone 000-242-0557

Purchaser's Name CITY OF JOHNSTOWN
Purchaser's Address 401 MAIN STREET
City, State & Zip JOHNSTOWN, PA 15901
E-mail

| VEHICLE BEING PURCHASED | | SALE PRICE OF UNIT | \$ 37745.00 |
|---|---|--|-------------|
| PLEASE ENTER MY ORDER FOR THE FOLLOWING | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO | <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK | |
| YEAR | 2021 | MAKE | FORD |
| MODEL OR SERIES | R4F0 | BODY TYPE | TK |
| COLOR | CACTUS GRAY | TRIM | LH |
| V.I.N. | 1ETER4FH3MLD05206 | | |
| I state that odometer mileage on VEHICLE BEING PURCHASED described above is 10 at time of transfer. | | | |
| STOCK NO. | | PROTECTION PKG. | 895.00 |
| 3212 | | ENVIRONMENTAL WASTE/DISPOSAL SPRAY IN LINER | 500.00 |
| | | DEALER INSTALLED ACCESSORIES | |

| USED CAR TRADE-IN | | MANUFACTURER'S REBATE | 7190.00 |
|----------------------------|-------|---------------------------------------|----------|
| Trade 1 Make | | MANUFACTURER'S REBATE | NA |
| Year | Model | MANUFACTURER'S REBATE | NA |
| V.I.N. | Color | TOTAL SALE PRICE OF DESCRIBED VEHICLE | 31950.00 |
| Balance Owed To | | ALLOWANCE OF 1ST TRADE | NA |
| | | ALLOWANCE OF 2ND TRADE | NA |
| Mileage on First Trade-In | | TOTAL TRADE DIFFERENCE | 31950.00 |
| Trade 2 Make | | STATE TAXES | NA |
| Year | Model | DOCUMENTARY FEE | NA |
| V.I.N. | Color | TIRE TAX | NA |
| Balance Owed To | | NOTARY FEE | NA |
| | | ONLINE REG. FEE | NA |
| Mileage on Second Trade-In | | ONLINE DLR. FEE | NA |
| | | NEW PLATE | NA |

| WARRANTY INFORMATION | | TITLE, TRANSFER, REGISTRATION & ENCUM. FEE | NA |
|--|--|--|----------|
| <input checked="" type="checkbox"/> FACTORY WARRANTY | The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. | BALANCE OWING ON 1ST TRADE | NA |
| <input type="checkbox"/> USED CAR WARRANTY | Used car is covered by a limited warranty detailed in a separate document. | BALANCE OWING ON 2ND TRADE | |
| <input type="checkbox"/> AS IS | This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the vehicle. | TOTAL PRICE OF UNIT | 31950.00 |
| <input checked="" type="checkbox"/> EXTENDED SERVICE PLANS | HAVE BEEN INTRODUCED TO EXTENDED SERVICE PLANS TO PROTECT MY VEHICLE. | DEPOSIT | NA |
| PURCHASER'S SIGNATURE X _____ | | DOWN PAYMENT | 31950.00 |
| | | UNPAID CASH PRICE OR AMOUNT FINANCED | NA |

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

Purchaser by his execution of this Order certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE X _____

ACCEPTED BY _____

I authorize Suppes Ford to make phone calls to the above listed numbers

SIGNATURE X _____

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$ NA

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause

ACCOUNTING COPY

Proform Products Inc. 412-461-0117

Prepared for: John Dubnansky, Community and Economic Development Director, City of Johnstown
401 Main Street
Johnstown, PA 15901
Office: 814-539-2504
Email: jdubnansky@cojtw.com

2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115



Client Proposal

Prepared by:
Courtney Droz CoStars# 025-064
Office: 814-535-5531
Email: courtney@suppesford.com
Quote ID: jtwrgr1
Date: 01/25/2021

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

**John Dubnansky, Community and Economic
Development Director, City of Johnstown**

401 Main Street

Johnstown, PA 15901

Office: 814-539-2504

Email: jdubnansky@cojtw.com

Re: Quote ID jtwnrgr1 01/25/2021

Dear John,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Courtney Droz CoStars# 025-064

General Manager

814-535-5531

courtney@suppesford.com

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

Selected Equip & Specs

Dimensions

- Exterior length: 210.8"
- Exterior height: 71.5"
- Front track: 61.4"
- Turning radius: 21.0'
- Front legroom: 43.1"
- Front headroom: 41.0"
- Front hiproom: 55.8"
- Front shoulder room: 56.7"
- Passenger volume: 97.6cu.ft.
- Departure angle: 25.4 deg
- Maximum cargo volume: 33.9cu.ft.
- Exterior width: 77.8"
- Wheelbase: 126.8"
- Rear track: 61.4"
- Min ground clearance: 8.9"
- Rear legroom: 34.5"
- Rear headroom: 38.3"
- Rear hiproom: 53.5"
- Rear shoulder room: 56.3"
- Approach angle: 28.7 deg
- Cargo volume: 33.9cu.ft.
- Box length: 60.0"

Powertrain

- EcoBoost 270hp 2.3L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy City: 20 mpg
- Capless fuel filler
- Auto stop-start feature
- LEV3-ULEV70
- Part-time
- Fuel Economy Highway: 24 mpg

Suspension/Handling

- Front independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P255/65SR17 BSW AT front and rear tires
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- * **Front and rear 17 x 7.5 painted aluminum wheels**

Body Exterior

- 4 doors
- Conventional right rear passenger
- Black door mirrors
- * **Running boards**
- Trailer harness
- * **Metallic paint**
- * **Front and rear 17 x 7.5 wheels**
- Conventional left rear passenger
- Driver and passenger power remote, manual folding door mirrors
- * **Grey bumpers**
- Bed-rail protectors
- Box style: regular
- * **Decal**
- 2 front tow hook(s)

Convenience

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

Selected Equip & Specs (cont'd)

- Dual zone front automatic air conditioning
- Power windows
- Driver 1-touch down
- Manual tilt steering wheel
- * **Day-night rearview mirror with auto-dimming**
- SYNC 3 911 Assist emergency SOS
- 3 1st row LCD monitors
- Full floor console
- Driver and passenger door bins
- Cruise control with steering wheel controls
- Driver 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- Front and rear cupholders
- Full overhead console
- Rear door bins

Seats and Trim

- Seating capacity of 5
- 6-way driver seat adjustment
- Manual height adjustable driver seat
- Centre front armrest
- Premium cloth seat upholstery
- * **Leather gear shifter material**
- Front bucket seats
- Manual driver lumbar support
- 6-way passenger seat adjustment
- Full folding rear bench seat
- Metal-look instrument panel insert
- * **Leather/metal-look steering wheel**

Entertainment Features

- SiriusXM AM/FM/Satellite radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC 3 external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Fully automatic headlights
- LED brakelights
- Rear window defroster
- Front and rear reading lights
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- * **Reverse Sensing System parking sensors**
- Lane departure
- Delay-off headlights
- Front fog lights
- Variable intermittent front windshield wipers
- Deep tinted windows
- Voltmeter
- Compass
- Camera(s) - rear
- Trip computer
- Trip odometer
- Blind spot

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

As Configured Vehicle

| Description | MSRP |
|--|-------------|
| Base Vehicle Price (R4F) | \$34,745.00 |
| Equipment Group 301A Mid | \$1,670.00 |
| - Option Discount | -\$500.00 |
| <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Engine: 2.3L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: Electronic 10-Speed SelectShift Auto - 3.73 Axle Ratio - GVWR: 6,050 lbs - Tires: P255/65R17 A/T BSW - Front Premium Cloth Bucket Seats <i>Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and driver and passenger manual reclining seats.</i> - Radio: AM/FM Stereo <i>Includes Bluetooth pass thru and 1 USB port.</i> - SiriusXM Satellite Radio <i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - SYNC 3 <i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart charging USB ports.</i> - 110V AC Power Outlet <i>Includes 2 USBs located in the rear of the center console.</i> - Auto-Dimming Rearview Mirror - Leather-Wrapped Steering Wheel - Leather-Wrapped Shifter - Reverse Sensing System - Sport Appearance Package <ul style="list-style-type: none"> - Wheels: 17" Magnetic Painted Aluminum Sport - Black Grille w/Magnetic Surround - Magnetic Front & Rear Bumper - Sport Box Decal - Black Wheel-Lip Molding | |
| Engine: 2.3L EcoBoost | Included |
| <i>Includes auto start-stop technology.</i> | |
| Transmission: Electronic 10-Speed SelectShift Auto | Included |
| 3.73 Axle Ratio | Included |
| GVWR: 6,050 lbs | Included |
| Tires: P255/65R17 A/T BSW | Included |
| Wheels: 17" Magnetic Painted Aluminum Sport | Included |
| Front Premium Cloth Bucket Seats | Included |
| <i>Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and driver and passenger manual reclining seats.</i> | |
| 126.8" Wheelbase | STD |
| Monotone Paint Application | STD |

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

As Configured Vehicle (cont'd)

| Description | MSRP |
|---|-------------|
| Radio: AM/FM Stereo | Included |
| <i>Includes Bluetooth pass thru and 1 USB port.</i> | |
| <i>Includes:</i> | |
| <i>- SiriusXM Satellite Radio</i> | |
| <i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> | |
| <i>- SYNC 3</i> | |
| <i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart charging USB ports.</i> | |
| 5" Rectangular Black Running Boards | \$635.00 |
| 110V AC Power Outlet | Included |
| <i>Includes 2 USBs located in the rear of the center console.</i> | |
| Reverse Sensing System | Included |
| 50-State Emissions System | STD |
| Ebony | N/C |
| Cactus Gray Metallic | N/C |
| SUBTOTAL | \$36,550.00 |
| Destination Charge | \$1,195.00 |
| TOTAL | \$37,745.00 |

Prepared for: John Dubnansky

Community and Economic Development Director, City of Johnstown

Prepared by: Courtney Droz CoStars#

025-064

01/25/2021

Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506



2021 Ranger 4x4 SuperCrew 5' box 126.8" WB XLT (R4F)

Price Level: 115 | Quote ID: jtwnrgr1

Pricing Summary - Single Vehicle

| | MSRP |
|----------------------------|--------------------|
| <i>Vehicle Pricing</i> | \$37,745.00 |
| <i>Pre-Tax Adjustments</i> | |
| Description | |
| COSTARS DISCOUNT | -\$7,190.00 |
| Total | \$30,555.00 |

Customer Signature

Acceptance Date

First Capital Equipment Leasing Corp.
LeaseExperts.com™

Phone 800-541-0114 • Fax 800-403-3529 • Email: VPSales@LeaseExperts.com

January 26, 2021

Bob Ritter, Finance Officer
 City of Johnstown, Pennsylvania (Police Department)
 Main PH: 814-533-2001 • Contact PH: 814-533-2032 • Email: rritter@cojtw.com



CONFIDENTIAL

Municipal Government Fleet Lease-to-Own Financing Quotation & General Terms III
 City of Johnstown, Pennsylvania

| | |
|--------------------------------------|---|
| Fleet Equipment to Be Financed: | (2) New 2020 Ford Police Interceptor AWD Utility's w/Police Upfits & Equipment (1) New 2021 Ford Ranger 4x4 Super Crew w/5' Foot Box <i>Exact descriptions required</i> |
| Anticipated Vendor Delivery/Payment: | T.B.D. |
| Net Amount to Finance: | \$121,298.16 Program: MUNIL |

| | |
|-----------------|-----------------------|
| OPTIONS | 4 Years |
| Payment Amount: | \$ 8,239.45 / Quarter |
| Fixed Interest: | 3.998% |


| | |
|---------------------------------------|---|
| Contract Rates Locked for Closing By: | Feb 02, 2021 <i>(After Tuesday, February 02, 2021, rates float until signed contracts are received)</i> |
|---------------------------------------|---|

| | |
|---|--|
| Down Payment + Security Deposit: | Waived <i>(Due at Lease Signing)</i> |
| Documentation & Legal: | \$687 <i>(Due at Lease Signing)</i> |
| First Quarterly Lease Payment Due: | May 01, 2021 <i>(100% of lease funds available for disbursements within 3 business days of lease signing) *</i> |

Our EXPERIENCE COUNTS! Call me at 800-541-0114 x-22!

Regards,
Bob Arnowitz
 Vice President of Government Finance
Bob@LeaseExperts.com

Quotation Terms & Important Notes
 I have CIRCLED my preferred **Term & Payment Amount** above. I have reviewed and approved this **Financing Quotation** and the **Important Notes** below. We're ready to go!

Approved By: 
 Title: FINANCE DIRECTOR Date: 1-26-21



IMPORTANT NOTES ABOUT THIS QUOTATION:

*This is a confidential, tax-exempt municipal government fleet, lease-to-own financing quotation for the City of Johnstown, Pennsylvania ("LESSEE"). This is a quotation only, not a contract or a commitment to finance by First Capital Equipment Leasing Corp. ("FCELC"). The final payment amounts, terms, and conditions for this offer are subject to a credit-based review, vendor and equipment approval, and applicable federal, state, and local laws. State, county, and municipal entities, special districts & authorities must qualify as issuers of tax-exempt debt under IRS Section 103 of 1986 as amended to be eligible. This QUOTATION is subject to change, correction, or withdrawal by FCELC. THE CONTRACT will incorporate all terms and conditions as approved for this transaction and is the sole, entire, and final agreement between FCELC and Lessee. The Contract supersedes all previous offers and quotations. Vehicles and equipment are assumed to be new and are sourced by the Lessee from vendors of its choosing and sold directly to the Lessee by those vendors. Vehicles and equipment are subject only to FCELC's security interest during the lease term. NON-APPROPRIATION OF FUNDS provisions are INCLUDED where required by law. All Contracts include an EARLY PAYOFF SCHEDULE. VEHICLES ARE REGISTERED AND TITLED IN THE LESSEE'S NAME and remain in Lessee's name and possession during and after the lease. Vehicles and equipment are not returned. There are NO MILEAGE CHARGES, NO BUYOUTS, NO USAGE, CONDITION, or MAINTENANCE REQUIREMENTS (The equipment must be kept in good working order). There are no points or charges due at lease signing (except the doc fee above), no balloon payments, charges, residuals, or fees are due at the end of the lease. This Quotation assumes that Lessee's total tax-exempt borrowing for the lease origination year will be under the IRS \$10MM "BQ" limit. (Other options available) The INTEREST RATE shown is the fixed, nominal annual rate. TIME IS OF THE ESSENCE: FCELC must receive Lessee's fully executed Contract prior to the February 02, 2021 Closing date, after which interest rates and payments may float until the actual Closing date. FCELC may adjust the payment amount or interest rates offered based on changes in the transaction amount, timing, lease structure, equipment to be financed, FCELC's cost of funds after February 02, 2021, material omissions, or inaccuracies in the information provided to FCELC, or adverse changes in Lessee's financial status or credit rating prior to funding. (Adjustments, if required, will favor retaining the quoted payment amount). Lease payments do not include required insurance, title fees, sales, use or other taxes, tags, maintenance, consumables, vendor usage or "click" charges, delivery, or installation unless specifically included above. Vendor deposits, advances, or progress payments are not included unless previously approved in writing. * VENDORS ARE PAID AT LESSEE'S DIRECTION VIA BANK WIRE TRANSFER THREE (3) BUSINESS DAYS AFTER DELIVERY, LESSEE'S UNQUALIFIED ACCEPTANCE OF THE EQUIPMENT, RECEIPT OF LESSEE'S PAYMENT AUTHORIZATION, A CERTIFICATE OF INSURANCE AND DOCUMENTATION AS SPECIFIED IN THE VENDOR PROMPT PAYMENT NOTES. The information in this Quotation is not intended to be and should not be construed as "advice." FCELC IS NOT A MUNICIPAL ADVISOR, MUNICIPAL FINANCIAL CONSULTANT, FIDUCIARY, OR AGENT for any person or entity under Section 15B of the Securities Exchange Act of 1934, the municipal advisor rules of the SEC, or otherwise. FCELC acts for its account only and is not recommending that Lessee take any action with respect to this Quotation. Lessee should carefully review this Quotation and all FCELC documentation with such independent financial, tax, and legal advisors as it deems appropriate.*



First Capital Equipment Leasing Corp. LeaseExperts.com

Equipment, Vehicle, Software & Real Property Lease Financing for Governments
Municipal • State • County • Special Districts & Authorities

January 28th, 2021

Bob Ritter, Finance Director
City of Johnstown
401 Main Street
Johnstown, PA 15901



IMPORTANT – KEEP THIS LETTER

RE: City of Johnstown, Pennsylvania | \$121,298.16 Government Obligation Contract

Dear Bob,


Enclosed are our lease documents based on the final credit review and lease terms approved by our bank for the City of Johnstown. An overview of key steps and document completion notes follow.

- Lease Document Return: The Interest rate lock has been extended for signed documents returned before February 10th -- after which pricing may be subject to adjustment based on current market rates. Please plan on returning these documents at your earliest convenience in the enclosed prepaid UPS envelope. (Our prepaid UPS envelope can be dropped in any UPS box, at any UPS Store/facility, or handed to your regular UPS driver) You may also use an overnight carrier of your choice like FedEx or Express Mail to ensure prompt delivery and tracking of these signed original contracts and check.
- Please return ONE CHECK for the Documentation Fee with your lease documents. You may want to alert Accounting.
- This contract requires a Governing Body Resolution (sample attached). Please allow adequate time to complete this step.
- A "Certificate of Insurance" covering all vehicles *and* equipment is required before disbursing funds to your vendor(s). See the "Vendor Prompt Funding Notes" for specific instructions.
- "Vendor Prompt Payment Notes" This document is included with your lease documents and contains *essential* vendor payment & insurance instructions. Please review carefully before delivery. (*REMOVE & KEEP the Prompt Payment Notes page for your files*)
- Vendor Payments can be requested any time AFTER you accept the vehicles and equipment. Vendors can be paid as soon as three (3) business days after we receive: 1) your signed lease documents; 2) your "Payment Request & Acceptance Form," 3) the vendor's invoice with all VIN#'s and 4) a Certificate of Insurance, per the Vendor Prompt Payment Notes. If you are not ready to authorize a payment, no problem; you can email/fax a Payment Request for some or all of the equipment *at any time* to 1-800-403-3529.
- **LAST STEP:** your Verbal Authorization to release vendor payments. Our bank will call the authorized signer directly for a "verbal confirmation" that the City of Johnstown (PD) has authorized our bank to disburse funds to your vendors, on your behalf, at your direction.

You are our customer *for life!* Please don't hesitate to call if you have *any* questions—big or small, about any aspect of the lease, other paperwork, or billing questions—*today, tomorrow, or 5 years from now*. Thank you again for the opportunity to serve the City of Johnstown again in 2021!

Sincerely,

FIRST CAPITAL EQUIPMENT LEASING CORP.


Bob Arnowitt,
Vice President of Government Finance
Bob@LeaseExperts.com

P.O. Box 1018, 32 Wolf Hill, East Sandwich, MA 02537-1981
Phone (508) 833-2228 • (800) 541-0114 • Fax (508) 833-6692 • (800) 403-3529
www.LeaseExperts.com

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of February 2, 2021, between First Capital Equipment Leasing Corporation (Obligee) and City of Johnstown, Pennsylvania (Obligor)

| | |
|------------------------------|--------------|
| Date of First Payment: | May 1, 2021 |
| Original Balance: | \$121,298.16 |
| Total Number of Payments: | Sixteen (16) |
| Number of Payments Per Year: | Four (4) |

| Pmt No. | Due Date | Contract Payment | Applied to Interest | Applied to Principal | *Purchase Option Price |
|---------|-----------|------------------|---------------------|----------------------|------------------------|
| 1 | 01-May-21 | \$8,239.45 | \$1,185.51 | \$7,053.94 | \$118,017.61 |
| 2 | 01-Aug-21 | \$8,239.45 | \$1,141.95 | \$7,097.50 | \$110,465.61 |
| 3 | 01-Nov-21 | \$8,239.45 | \$1,071.00 | \$7,168.45 | \$102,869.62 |
| 4 | 01-Feb-22 | \$8,239.45 | \$999.35 | \$7,240.10 | \$95,229.39 |
| 5 | 01-May-22 | \$8,239.45 | \$926.98 | \$7,312.47 | \$87,544.65 |
| 6 | 01-Aug-22 | \$8,239.45 | \$853.89 | \$7,385.56 | \$79,815.15 |
| 7 | 01-Nov-22 | \$8,239.45 | \$780.06 | \$7,459.39 | \$72,040.62 |
| 8 | 01-Feb-23 | \$8,239.45 | \$705.50 | \$7,533.95 | \$64,220.81 |
| 9 | 01-May-23 | \$8,239.45 | \$630.20 | \$7,609.25 | \$56,355.45 |
| 10 | 01-Aug-23 | \$8,239.45 | \$554.14 | \$7,685.31 | \$48,444.27 |
| 11 | 01-Nov-23 | \$8,239.45 | \$477.32 | \$7,762.13 | \$40,487.01 |
| 12 | 01-Feb-24 | \$8,239.45 | \$399.73 | \$7,839.72 | \$32,483.40 |
| 13 | 01-May-24 | \$8,239.45 | \$321.37 | \$7,918.08 | \$24,433.17 |
| 14 | 01-Aug-24 | \$8,239.45 | \$242.22 | \$7,997.23 | \$16,336.04 |
| 15 | 01-Nov-24 | \$8,239.45 | \$162.28 | \$8,077.17 | \$8,191.75 |
| 16 | 01-Feb-25 | \$8,239.45 | \$81.54 | \$8,157.91 | \$0.00 |

City of Johnstown, Pennsylvania

Signature

Printed Name and Title



*Assumes all Contract Payments due to date are paid

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10406

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPOINTING BEARD LEGAL GROUP, P.C., AS THE SOLICITOR FOR THE CITY OF JOHNSTOWN, PENNSYLVANIA.

WHEREAS, the City of Johnstown by majority vote passed Resolution No. 10037 on January 2, 2018 to retain Beard Legal Group, P.C. as Solicitor for the City of Johnstown effective as of that date; and

WHEREAS, Beard Legal Group, P.C. has submitted a proposal in response to Request for Proposals for Solicitor Services outlining terms and conditions in the attached agreement to provide legal services to the City of Johnstown; and

WHEREAS, the City of Johnstown wishes to appoint Beard Legal Group, P.C. as Solicitor for the City in accordance with those terms and conditions of the attached Agreement through January 3, 2022, which is the date of City Council's next Reorganization Meeting;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Cambria County, Pennsylvania, hereby appoints Beard Legal Group, P.C. as the Solicitor for the City of Johnstown, Pennsylvania per the terms of the attached Agreement.

ADOPTED:

February 10, 2021

By the following vote:


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



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10406** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT FOR SOLICITOR SERVICES

THIS AGREEMENT is made and entered between the **CITY OF JOHNSTOWN, PENNSYLVANIA**, a municipal corporation, hereinafter referred to as "City," and **BEARD LEGAL GROUP, P.C.**, a law firm hereinafter referred to as Solicitor.

WHEREAS, the City of Johnstown by majority vote passed Resolution No. 10037 on January 2, 2018 to retain Beard Legal Group, P.C. as Solicitor for the City of Johnstown effective as of that date and continuing thereafter; and

WHEREAS, the City of Johnstown wishes to continue to utilize Beard Legal Group, P.C. in the role of City Solicitor through January 3, 2022, the date of City Council's next reorganization meeting, with the understanding that any continuation of Solicitor services thereafter shall be on a month to month basis unless/until other action is taken;

NOW, THEREFORE, intending to be legally bound, the parties mutually agree as follows:

- 1) Beard Legal Group, P.C. (hereinafter "Solicitor") will provide professional legal services and represent the City in all legal matters involving and/or as requested by the City, in accordance with this Agreement, and unless otherwise indicated/directed by the City.
- 2) The term of this Agreement shall commence February 1, 2021 and continue through January 3, 2022. Any continuations of services occurring thereafter shall be on a month to month basis unless/until other action is taken.
- 3) Solicitor will supply staff to handle legal matters on behalf of the City, who will be of sufficient ability or experience to handle the matters assigned.
- 4) Solicitor shall respond promptly to all requests for information or clarification of invoices submitted to the City.
- 5) The City shall compensate Solicitor with a monthly fee of Five Hundred and 00/100 (\$500.00) Dollars for attendance at Regular Monthly Council meetings. All other matters will be charged at an hourly rate of One Hundred Fifty-five (\$155.00) Dollars per hour for the term of this Agreement. The Solicitor may also bill for "out of pocket" expenses such as filing fees, Federal Express/UPS Overnight charges, stenographer services, and transcript fees, at cost.
- 6) The City shall make payment to Solicitor within thirty (30) days after receipt of a properly prepared invoice.
- 7) The City will provide reasonable access to all City personnel, facilities and information necessary for Solicitor to properly conduct the work required under this Agreement.
- 8) In connection with the rendering of legal services under this Agreement, the Beard Legal Group, P.C. hereby advises, and the City of Johnstown hereby acknowledges, that the City has certain responsibilities to preserve evidence with respect to any administrative and judicial proceedings that the Solicitor may be requested to handle on behalf of the City of Johnstown. In the event of litigation in the form of administrative and/or judicial proceedings, the City of Johnstown has a duty to preserve and protect any and all paper and electronic records, documents and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to an existing or future claim or threat of litigation once the City knows or reasonably should know that litigation exists or will be pursued. This includes arbitration, administrative proceedings, and

court proceedings of any nature. Evidence in this respect includes paper documents and records and all forms of electronic evidence, and the obligation includes keeping and maintaining electronic records and files in their electronic form without change.

- 9) At the conclusion of each matter handled on behalf of the City of Johnstown, and except where otherwise required by law, Beard Legal Group, P.C. will retain the case file for a period of [7] years after the file is closed. At the expiration of the retention period, these files will be destroyed unless the City of Johnstown notifies us in writing that it wishes to take possession of same. Beard Legal Group, P.C. reserves the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written

ATTEST:

CITY OF JOHNSTOWN

By: _____

Date: _____

WITNESS:

BEARD LEGAL GROUP, P.C.

By: _____

Date: _____

Carl P. Beard, Esquire