

**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10440**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
PENNSYLVANIA, AUTHORIZING A CONTRIBUTION TO VISION TOGETHER 2025**

**WHEREAS**, Vision Together 2025 is a volunteer-based organization with which the City and various economic development agencies collaborate on the planning and implementation of key projects and programs within the City; and

**WHEREAS**, the City Council wishes to help support the administration and operational costs of Vision Together 2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby authorizes a contribution in the amount of Twenty Thousand (\$20,000.00) Dollars to Vision Together 2025.

**ADOPTED:**

**August 11, 2021**

By the following Vote:

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

Nays: None (0)

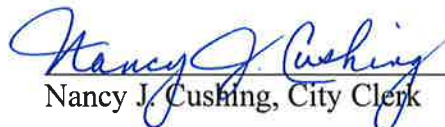


---

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. 10440 as the same by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10441**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN APPLICATION FOR FUNDING ASSISTANCE FROM THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$1,950,252.00 THROUGH THE MULTIMODAL TRANSPORTATION FUND TO BE USED FOR IMPROVEMENTS AT THE MAIN STREET EAST MULTIMODAL GARAGE AND MAIN STREET GREEN STREETS DESIGN AND ENGINEERING, LOCATED IN THE CITY OF JOHNSTOWN.**

**WHEREAS**, the Pennsylvania Department of Community and Economic Development assists local governments within the state of Pennsylvania to sustain and grow transportation assets, and

**WHEREAS**, the City is the responsible entity for the maintenance of the Main Street East Multimodal Garage and the City's stormwater system; and

**WHEREAS**, it is the desire of the City Council to access funding opportunities to help maintain and improve these assets; and

**WHEREAS**, the proposed project will include the renovation of the Main Street East Multimodal Garage and develop engineered plans for the reconstruction of the Main Street Greenway pedestrian corridor as a Green Streets stormwater management and pedestrian walkway improvement project; and

**WHEREAS**, The City Council of the City of Johnstown has agreed to submit a grant application to the Pennsylvania Department of Community and Economic Development and provide up to \$1,280,000 in matching funds, assuming a successful grant award from the state, on the basis of the foregoing.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Johnstown shall be, and the same hereby are authorized to submit a Grant Application to the Pennsylvania Department of Community and Economic Development for the purpose of renovating the Main Street East Multimodal Garage and the creation of engineered plans for the Main Street Green Streets Project. The Interim City Manager and/or his designee is hereby authorized to execute and take any/all actions necessary to effectuate all certifications and documentation required in connection with the application.

**ADOPTED:**

August 11, 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 Mook, Deputy Mayor

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10441**  
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. 10442**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
PENNSYLVANIA APPROVING THE FY 2021 ANNUAL ACTION PLAN FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME  
INVESTMENT PARTNERSHIPS (HOME) PROGRAMS APPLICATIONS**

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low and moderate income persons, or other urgent community development needs; and

**WHEREAS**, under the HOME Investment Partnerships Program created by the National Affordable Housing Act of 1990 (NAHA) and amended by the Housing and Community Development Act of 1992, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary, and affordable housing; and

**WHEREAS**, the U.S. Department of Housing and Urban Development has advised the City of Johnstown that under Fiscal Year 2021, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$1,309,142 and \$243,585 under the HOME Investment Partnerships Program (HOME); and

**WHEREAS**, in addition to the entitlement funds, the City expects to receive approximately \$60,000 in CDBG program income; and

**WHEREAS**, the City of Johnstown's Department of Economic and Community Development has prepared a FY 2021 Annual Action Plan which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

**WHEREAS**, a draft of the FY 2021 Annual Action Plan was on public display from Monday, July 12, 2021 through Tuesday, August 10, 2021, and the City held a series of public hearings on the said Plan and the comments of various agencies, groups, and residents were taken into consideration in the preparation of the final document.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

**SECTION 1.** That the FY 2021 Annual Action Plan for the FY 2021 CDBG and HOME Programs are hereby in all respects approved.

**SECTION 2.** That the City is cognizant of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs with Federal financial assistance, including those relating to (a) the relocation of site occupants; (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin; and (c) other assurances as set forth under the certifications.

**SECTION 3.** That the Mayor or his designee, on behalf of the City of Johnstown, Pennsylvania, is authorized to file an application for financial assistance with the U.S. Department of Housing and Urban Development, which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$1,309,142; and the HOME Program in the amount of \$243,585; and is further authorized to act as the representative of the City of Johnstown to sign any and all documents in regard to these programs.

**SECTION 4.** That the Mayor or his designee, on behalf of the City of Johnstown, Pennsylvania, is authorized to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.


**ADOPTED:**

August 11, 2021

By the following vote:

Yeas: Mr. Bitt, 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. 10442 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. 10443

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
PENNSYLVANIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN  
AMTRAK AND THE CITY FOR COSTS ASSOCIATED WITH STORMWATER  
IMPROVEMENTS NECESSITATED BY AMTRAK'S PLANNED IMPROVEMENTS  
TO THE JOHNSTOWN TRAIN STATION**

**WHEREAS**, the National Railroad Passenger Corporation (AMTRAK) utilizes the train station located at 47 Walnut Street in the City; and

**WHEREAS**, AMTRAK intends to undertake an ADA improvement project at the train station that will necessitate stormwater improvements to be constructed by the City; and

**WHEREAS**, AMTRAK has agreed to reimburse the City for the costs of design and construction of additional improvements to approximately 50 feet of storm pipe and outfall, estimated at a total cost of \$121,275 plus any agreed upon modifications to this amount, as further detailed in the proposed Agreement between the parties.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Johnstown hereby approves the Reimbursement Agreement with the National Railroad Passenger Corporation; and directs the Interim City Manager and/or his designee to execute and take any/all actions necessary to effectuate said Agreement.

**ADOPTED:**

August 11, 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. 10443 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

**NATIONAL RAILROAD PASSENGER CORPORATION  
REIMBURSEMENT AGREEMENT**

**(Johnstown, Pennsylvania)**

This Reimbursement Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**"), by and between the City of Johnstown, Pennsylvania, incorporated in 1889 in Cambria County, Pennsylvania (the "**City**") and National Railroad Passenger Corporation, a corporation organized under 49 USC § 24101 *et. seq.* and the laws of the District of Columbia ("**Amtrak**"). The City and Amtrak hereinafter may be referred to collectively as the "**Parties**" or in the singular as a "**Party**", as the context requires.

**Recitals:**

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

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

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

**WHEREAS**, Amtrak has requested that the City design and reconstruct an approximately 50 foot length of storm pipe and outfall, as shown in Exhibit A attached hereto and incorporated herein by this reference (the "**Additional Improvements**") to support Amtrak's stormwater needs at the Station. The ADA Improvements and the Additional Improvements shall be hereinafter collectively be referred to as the "**Improvements**".

**WHEREAS**, the Parties agree to work together in a cooperative manner to ensure that the Improvements are constructed as quickly, efficiently and reasonably possible.

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

**1.     SCOPE AND PERFORMANCE OF WORK**

Amtrak has requested that the City design and construct the Additional Improvements. Any modifications to the scope of the Additional Improvements shall require the prior written consent

of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The City shall design and construct the Additional Improvements in coordination with Amtrak's construction of the ADA Improvements so as not to delay the ADA Improvements substantial completion. The City shall not commence any work on the design and/or construction of the Additional Improvements until Amtrak has notified the City to proceed. In the event the City commences such work without receiving notification to proceed from Amtrak, Amtrak shall not be responsible for reimbursing the Final Costs (defined below) to the City as provided herein.

## **2. FUNDING OF THE ADDITIONAL IMPROVEMENTS**

- a. **Cost.** The total estimated cost of the design, permitting and construction of the Additional Improvements ("**Cost Estimate**") is One Hundred Twenty One Thousand Two Hundred Seventy Five and NO/Dollars (\$121,275.00). Amtrak hereby agrees to reimburse the City for the Cost Estimate as provided in Section 2(b) below. To the extent that the actual cost of designing and constructing the Additional Improvements exceeds five percent (5%) of the Cost Estimate, the City shall provide notice of such changes to Amtrak along with an explanation of the change in the Cost Estimate. The City and Amtrak shall negotiate in good faith Amtrak's contribution to the cost of such overruns ("**Agreed Overruns**"). The Cost Estimate and the Agreed Overruns shall hereinafter be collectively referred to as the "**Final Costs**".
- b. **Reimbursement.** Amtrak hereby agrees to reimburse the City for the Final Costs. The Final Costs shall be paid to the City by Amtrak in accordance with the following procedure:
  - i. The City will initially fund the cost of the design and construction of the Additional Improvements; and
  - ii. Upon substantial completion of the construction of the Additional Improvements, the City shall invoice Amtrak for the costs incurred by the City relating to the construction of the Additional Improvements, and Amtrak shall reimburse the City for such sums within forty (40) days of receipt of such invoice.

For purposes of this Agreement, the reimbursable amount must have been incurred by the City, its contractors and/or its subcontractors while acting in furtherance of the City's duties as set forth in the Recitals hereof.

## **3. IMPROVEMENTS**

- a. The City shall not alter, modify, relocate or remove the Improvements without the prior written consent of Amtrak, which may be withheld in Amtrak's sole and absolute discretion.
- b. Upon the completion of the construction of the Additional Improvements, the City shall



own the Additional Improvements and shall be responsible for the repair and maintenance of the Additional Improvements.

#### **4. AUDIT RIGHTS AND MAINTENANCE OF RECORDS**

- a. The City will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement ("**Records**"). Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. The City will maintain the Records for at least one (1) year from the date of final payment made by Amtrak under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the City will thereafter continue to maintain the Records at least until that dispute has been fully decided and the time for all available challenges or appeals of that decision has expired.
- c. Amtrak or its representatives may inspect, copy (subject to Section 4), scan, or audit the Records at any reasonable time during normal business hours after giving prior reasonable notice to the City.
- d. If any part of the work being performed under this Agreement is subcontracted, the City will assure compliance with subsections (a), (b), and (c) above for all such subcontracted work.
- e. In the event that an audit performed by or on behalf of Amtrak indicates an adjustment to the costs reported under of this Agreement is required or questions the allowability of an item of expense, Amtrak shall promptly submit to the City a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the City at the completion of an audit.
- f. Within sixty (60) days after receipt of the audit report, the City shall (i) respond in writing to the Amtrak indicating whether or not it concurs with the audit report, (ii) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (iii) submit to Amtrak a written explanation of any questioned or no opinion expressed item of expense ("**Response**"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the City may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by Amtrak. The Response will refer to and apply the language of this Agreement. The City agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes Amtrak to finally disallow any items of questioned or no opinion expressed cost.

- g. If the Parties determine that an overpayment has been made to the City, the City shall repay that amount to Amtrak or reach agreement with Amtrak on a repayment schedule within thirty (30) days after the date of an invoice from Amtrak. If the parties are unable to agree with respect to any alleged overpayment, either party hereto may submit the question to a court of competent jurisdiction for determination.
- h. Amtrak, its Office of Inspector General, the Federal Railroad Administration and their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Agreement is terminated and final payments of all sums due hereunder are made, and after advance notice to the City, to make any examination, inspection or audit of the City's books and records which relate in any way to this Agreement, or to any payments of any sums of money due or paid pursuant to this Agreement. Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

## **5. CONFIDENTIALITY**

If either Party discloses any confidential information to the other Party, the other Party shall maintain such information as confidential. Information provided by either Party shall be deemed confidential only if it is marked confidential. The City further agrees not to disclose any confidential information to any third parties. The above obligations of confidentiality shall not apply to the following:

- a. Information for which the disclosing party gives prior written permission for publication or use.
- b. Information that is required to be disclosed based on law, including the Freedom of Information Act, or court order, including subpoenas. The City agrees that, in the event any confidential information of Amtrak is sought by subpoena or other process, the City will promptly give notice of such subpoena or process to Amtrak, pursuant to the notification provisions herein, before responding to such subpoena or process.

A violation of this confidentiality provision will be considered a breach of this Agreement, and either Party may terminate this Agreement in accordance with the terms of this Agreement. Upon expiration or earlier termination of this Agreement, or as otherwise requested by Amtrak, the City shall immediately return all such confidential information to Amtrak or make other disposition thereof as directed by Amtrak. This confidentiality section shall survive the expiration or earlier termination of this Agreement. The City shall not make any formal news releases relating to this Agreement without the prior written approval of Amtrak.

**6. NOTICES**

Any notices required by this Agreement by either Party will be in writing and will be directed to the officials identified herein electronically, by personal delivery, by deposit in the United States mail, certified first class delivery or by nationally recognized overnight carrier. The representatives and/or addressees set forth herein may be changed at any time by either party by written notice to the other Party.

**To Amtrak:**

National Railroad Passenger Corporation  
Amtrak ADA Stations Program  
Attn: Lonnie A. Murray, Senior Director of Portfolio Management  
Ten Penn Center  
1801 Market Street, Suite 1450  
Philadelphia, PA 19103

**To the City:**

City of Johnstown, Pennsylvania  
Attn: John Dubnansky, Community and Economic Development Director  
401 Main Street  
Johnstown, PA 15901

**7. CONSTRUCTION, GOVERNING LAW AND COMPLIANCE WITH LAWS**

The section headings used in this Agreement are for convenience only and shall not affect the construction of any terms hereof. This Agreement will be governed by the laws of the District of Columbia, except as may otherwise be required by federal law. All adjudication relating to this Agreement shall be in Federal Courts. The Parties shall comply with all applicable state, federal, and local laws and regulations in the performance of this Agreement.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of either Party, but only by an agreement in writing signed by the Party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

**9. SEVERABILITY**

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement will be enforced as if such invalid, illegal, or

unenforceable part were not contained herein.

**10. SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by either Party without the other Party's prior written consent. The obligations in this Agreement shall inure to and bind the successors and permitted assigns of each Party hereto.

**11. REPRESENTATIONS**

The City represents to Amtrak that: (i) this Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City; (ii) no authorization, consent, approval, or other action by any governmental authority or third party is necessary or advisable in connection with the execution and delivery of this Agreement; and (iii) it owns the Station and has the authorization to permit Amtrak to construct the Improvements at the Station.

Amtrak represents that the individual who signs this Agreement on behalf of Amtrak has the capacity and legal authority to execute this Agreement for Amtrak and to bind Amtrak to the obligations imposed on it by this Agreement.

**12. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than permitted successors and assigns of a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party except as aforesaid.

**13. INDEMNITY**

The City shall indemnify, defend and hold harmless Amtrak, its officers, directors, employees, principals, agents, successors, assigns and subsidiaries (collectively "Indemnitees"), irrespective of their negligence or fault, from and against any and all losses, liabilities, damages, penalties, fines, forfeitures, claims, demands, judgments, actions or causes of action, suits at law or in equity, costs and expenses, (including attorneys' and other professional fees,) paid, incurred or suffered by Amtrak or any Indemnitee arising out of or by reason of any matter relating, directly or indirectly, to this Agreement and the construction and use of the Improvements. The obligations of the City under this Section shall survive the expiration or earlier termination of this Agreement.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with

respect to such subject matter. This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of either Party, but only by an agreement in writing signed by the Party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

**15. EXPIRATION OF AGREEMENT**

This Agreement shall expire upon the Amtrak's payment of the Final Costs to the City, unless terminated earlier in accordance with the terms hereof.

**16. NO PARTNERSHIP OR JOINT VENTURE**

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

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

**NATIONAL RAILROAD PASSENGER CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF JOHNSTOWN, PENNSYLVANIA**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**DESCRIPTION OF ADDITIONAL IMPROVEMENTS**

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10444

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN A MUNICIPAL WINTER TRAFFIC SERVICES SUPPLEMENTAL AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR WINTER SERVICES FOR THE 2021-2022 WINTER SEASON EFFECTIVE DATE OF OCTOBER 15, 2021 AND ENDING APRIL 30, 2022.**

**WHEREAS**, the Commonwealth of Pennsylvania has control and maintenance responsibilities for certain public highways and bridges within the corporate limits of the City of Johnstown; and

**WHEREAS**, the City has the ability, personnel, equipment and materials to remove snow and ice from these public highways in a prompt and efficient manner; and

**WHEREAS**, the Pennsylvania Department of Transportation desires to enter into a supplemental agreement for snow removal and deicing services with the City of Johnstown for the winter seasons of 2021-2022; with effective start date October 15, 2021 and ending April 30, 2022; and

**WHEREAS**, the City Council of the City of Johnstown desires to enter into the said Agreement with the Pennsylvania Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Johnstown hereby authorizes the City Manager to sign and submit a Municipal Winter Traffic Services Supplemental Agreement to the Pennsylvania Department of Transportation.


**ADOPTED:**

**August 11, 2021**

By the following Vote:

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

Nays: None (0)

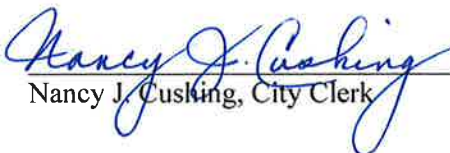


---

Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10444 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

2021-22

**CONTRACT EXHIBIT A**  
Revised July 8, 2021

AGREEMENT NO. 3900038232  
YEAR 5  
OF 5

COUNTY: Cambria  
SAP # 158965  
MUNICIP: City of Johnstown

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
0056	Strayer St, Fairfield Ave	0060	0000	0080	3403	4.90	B	\$2,008.61	\$9,842.19
0271	Bedford St, Clinton St	0190	0000	0240	1200	1.46	B	\$2,008.61	\$2,932.57
0403	Various street names	0070	0108	0160	0592	9.29	B	\$2,008.61	\$18,659.99
0756	Ohio St	0010	0000	0020	0682	1.89	C	\$2,008.61	\$3,796.27
3002	Harsberger Rd	0020	1878	0030	1535	0.94	C	\$2,008.61	\$1,898.09
3004	Southmont Blvd	0010	0000	0010	0629	0.48	D	\$1,822.76	\$874.92
3004	Southmont Blvd	0010	0629	0010	1125	0.38	C	\$2,008.61	\$763.27
3011	Franklin St	0030	0482	0050	3381	4.40	B	\$2,008.61	\$8,837.88
3016	Vine St	0011	0000	0011	1263	0.72	D	\$1,822.76	\$1,312.39
3016	Vine St	0011	1263	0011	1595	0.19	C	\$2,008.61	\$381.64
3016	Bedford St	0020	0000	0020	0289	0.22	C	\$2,008.61	\$441.89
3016	Vine St	0051	0000	0051	0879	0.50	C	\$2,008.61	\$1,004.31
3016	Vine St	0031	0000	0031	0868	0.49	B	\$2,008.61	\$984.22
3016	Bedford St	0040	0000	0050	0868	0.65	B	\$2,008.61	\$1,305.60
3016	Bedford St	0070	1652	0070	2960	0.74	B	\$2,008.61	\$1,486.37
3021	Barnet St	0010	0000	0010	0444	0.17	C	\$2,008.61	\$341.46
3024	Adams St	0010	0000	0010	0659	0.37	E	\$2,008.61	\$743.19
3025	Union St	0010	0000	0010	1053	0.60	C	\$1,822.76	\$1,093.66
3037	William Penn Ave	0030	0000	0050	0904	2.40	C	\$2,008.61	\$4,820.66
3039	4th Ave	0010	0000	0010	2062	0.78	C	\$2,008.61	\$1,566.72
3044	Washington St	0010	0000	0030	0576	2.87	B	\$2,008.61	\$5,764.71
3055	Franklin St	0010	0000	0020	1492	1.79	C	\$2,008.61	\$3,595.41

\*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule  
\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

TOTAL COST = \$72,437.41  
MILEAGE MFC B = 24.80  
MILEAGE MFC C = 9.63  
MILEAGE MFC D = 1.20  
MILEAGE MFC E = 0.60  
TOTAL MILEAGE 36.23

**TERMS OF PAYMENT:** The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	\$0.00
2nd Year:	\$0.00
3rd Year:	\$0.00
4th Year:	\$0.00
5th Year:	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>





July 8, 2021

Johnstown City  
Attn: Nancy Cushing, City Clerk  
401 Main Street  
Johnstown, PA 15901

RE: Municipal Winter Traffic Services Agreement

Dear Nancy Cushing:

Last year your municipality participated in a multi-year Municipal Winter Traffic Service Agreement with the Commonwealth. Enclosed is the Exhibit "A" which lists the roads to be serviced and paid under this agreement. Please note that all rate classifications have increased by 3.29% from last year.

Should you choose to NOT enter into this agreement, please contact me by **August 8, 2021**. Otherwise, we will agree that you are willing to participate in renewing your Winter Services for the 2021-2022 winter season, starting October 15, 2021 and ending April 30, 2022.

Should you have any questions or require further information concerning this matter, please contact Polly Campbell, Roadway Programs Tech II, at 814.317.1663.

Sincerely,

A handwritten signature in black ink that reads "Edward T. Steinlauf". The signature is written in a cursive style.

For Thomas A. Prestash P.E.  
District Executive  
Engineering District, 9-0

Attachment

City of Johnstown  
Page 2  
July 8, 2021

090/PLC/sas

bcc: Thomas A. Prestash, P.E., District Executive  
David S. Kammerer, P.E., Assistant District Executive – Maintenance  
Edward T. Steinbugl, P.E., Maintenance Services Engineer  
Greg Stolz, Roadway Program Coordinator  
Polly Campbell, Roadway Programs Tech II

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10445

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT WITH THE JOHNSTOWN REDEVELOPMENT AUTHORITY FOR PURPOSES OF FINANCING CERTAIN STORMSEWER REPLACEMENT AND REHABILITATION WORK TO BE PERFORMED ALONG FAIRFIELD AVENUE AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND ANY OF HIS DESIGNEES TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

**WHEREAS**, the Johnstown Redevelopment Authority (“JRA”) owns and operates the Dornick Point Sewage Treatment Plant, hereinafter “STP”, and interceptor sanitary sewer lines carrying sewage from City of Johnstown (“City”) and suburban customers to the STP; and

**WHEREAS**, one of the interceptor sanitary sewer lines owned by the JRA is located in Fairfield Avenue in the City of Johnstown and is in the process of a major replacement/rehabilitation project funded by the Pennsylvania Infrastructure Investment Authority, hereinafter “PENNVEST”. The project is entitled “Fairfield Ave Interceptor Rehabilitation & Storm Water Separation, ME#75349; and

**WHEREAS**, the JRA bid its work, and parties obtained a low bid from Terra Works to perform the work on the Fairfield Avenue project following a procurement process which occurred in accordance with all federal, state, and local procurement obligations applicable to same; and

**WHEREAS**, during construction of the repairs and replacements of sanitary sewer lines, Terra Works observed and reported that the City-owned storm water line running parallel to the JRA Interceptor is in a deteriorated condition, collapsed in places, and causing at least one underground void adjacent to the recently completed JRA line; and

**WHEREAS**, the JRA’s Project Engineer, The EADS Group Engineers of 227 Franklin Street, #1916, Johnstown, PA 15901, has opined to the JRA that the failing storm water line represents a risk to the new sanitary sewer lines in Fairfield Avenue; and

**WHEREAS**, Terra Works is completing work on the JRA contracts and has scheduled final paving for August 16, 2021; and

**WHEREAS**, it has been determined that if Terra Works completes its PENNVEST projects for the JRA and repaves Fairfield Avenue now, the street will have to be dug up and paved again in 2022 resulting in significant loss, cost, and burden relative to the value of the repaving being completed currently and to be required in the near future; and

**WHEREAS**, the Solicitors and Engineers for each of the parties have agreed that the deterioration, collapse, and related voids identified in the City-owned storm water line on Fairfield Avenue represents an emergent and substantial risk of property damage to newly installed and/or rehabilitated sewer lines belonging to the JRA, as well as the risk of further collapse and/or sinkholes forming from the stormwater line; and

**WHEREAS**, the Solicitors for each of the parties have agreed that the existing situation is appropriate for “piggyback” or cooperative contracting pursuant to the provisions of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901, et seq., in that most of the items required for the storm sewer replacement were previously included in and have been set by unit prices in the sewer contract awarded to

Terra Works following competitive bidding, and that mobilization costs will be minimized because the contractor has much of the equipment and crews on site for the sanitary sewer projects; and

**WHEREAS**, the City has had its Engineer, Gibson-Thomas, prepare a detailed proposal identifying sizes of line, connections and manholes needed to replace the existing defective storm sewer line, which has a negotiated cost of \$1.5 million dollars based largely upon unit prices in the existing JRA Terra Works contracts and which is therefore presented in the form of a Change Order to the current contract; and attached hereto as Exhibit "A".

**WHEREAS**, the City Manager has reviewed and confirmed that the aforementioned cost of the replacement and rehabilitation work on the failing stormsewer line is eligible and able to be paid for through funding received by the City under the American Rescue Plan Act which has been received in an amount sufficient to cover said costs; and

**WHEREAS**, the City and the JRA wish to cooperate in the financing of the cost for the replacement and rehabilitation of the defective storm sewer line to occur in coordination with the sanitary sewer work being completed currently on Fairfield Avenue for all of the reasons set forth above, and in order to serve the best interests, safety, health, and welfare of City of Johnstown residents; and

**WHEREAS**, the parties have agreed upon certain proposed terms and conditions under which the City will contribute the forementioned funds in the amount of \$1.5 million dollars to the stormsewer rehabilitation and replacement work outlined in the Change Order to the JRA contract with Terra Works, as well as any additional repavement costs arising as a result of same which are not covered by unexpended funds remaining within JRA's Project Budget for the "Fairfield Ave Interceptor Rehabilitation & Storm Water Separation, ME#75349"; and

**WHEREAS**, the parties have detailed the above-referenced terms and conditions under which the City will contribute the aforementioned funds in the attached Cooperative Agreement in accordance with the Commonwealth Procurement Code, 62 Pa.C.S. § 1901, et seq. and Pennsylvania's Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, et seq.; and

**WHEREAS**, the City Council of the City of Johnstown has determined that authorization of said Cooperative Agreement is in the best interests of the City and its residents relative to the avoidance of a substantial risk of harm to newly installed sanitary sewer lines within the City, costly and redundant expenses arising from repaving newly paved streets and additional risks posed by the deterioration of the stormsewer line requiring repair and therefore wishes to authorize the attached Cooperative Agreement with JRA;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the attached Cooperative Agreement with the Johnstown Redevelopment Authority providing for the City's payment of costs of stormsewer repair work to be performed cooperatively with the completion of the JRA's "Fairfield Ave Interceptor Rehabilitation & Storm Water Separation, ME#75349" contract project is hereby approved and the City Manager and any of his designees are hereby authorized to take any and all actions necessary to enter into and effectuate same.

ADOPTED:

August 11, 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. **10445** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

## AGREEMENT

MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2021, By and between:

The **CITY OF JOHNSTOWN**, hereinafter "City", a Third Class City operating under the Council/Manager form of government, with a principal place of business at 401 Main Street, Johnstown, PA 15901,

AND

The **REDEVELOPMENT AUTHORITY OF THE CITY OF JOHNSTOWN**, hereinafter "JRA", a Pennsylvania Urban Redevelopment Authority with a principal place of business at 416 Main Street, Johnstown, PA 15901,

**WHEREAS**, the JRA owns and operates the Dornick Point Sewage Treatment Plant, hereinafter "STP", and interceptor sanitary sewer lines carrying sewage from City and suburban customers to the STP; and

**WHEREAS**, one of the interceptor sanitary sewer lines owned by the JRA is located in Fairfield Avenue in the City of Johnstown and is in the process of a major replacement/rehabilitation project funded by the Pennsylvania Infrastructure Investment Authority, hereinafter "PENNVEST". The project is entitled "Fairfield Ave Interceptor Rehabilitation & Storm Water Separation, ME#75349; and

**WHEREAS**, the JRA bid its work, and parties obtained a low bid from Terra Works to perform the work on the Fairfield Avenue project following a procurement process which occurred in accordance with all federal, state, and local procurement obligations applicable to same; and

**WHEREAS**, during construction of the repairs and replacements of sanitary sewer lines, Terra Works observed and reported that the City-owned storm water line running parallel to the JRA Interceptor is in a deteriorated condition, collapsed in places, and causing at least one underground void adjacent to the recently completed JRA line; and

**WHEREAS**, the JRA's Project Engineer, The EADS Group Engineers of 227 Franklin Street, #1916, Johnstown, PA 15901, has opined to the JRA that the failing storm water line represents a risk to the new sanitary sewer lines in Fairfield Avenue; and

**WHEREAS**, Terra Works is completing work on the JRA contracts and has scheduled final paving for August 16, 2021; and

**WHEREAS**, it has been determined that if Terra Works completes its PENNVEST projects for the JRA and repaves Fairfield Avenue now, the street will have to be dug up and paved again in 2022 resulting in significant loss, cost, and burden relative to the value of the repaving being completed currently and which would otherwise be required in the near future; and

WHEREAS, the Solicitors and Engineers for each of the parties have agreed that the deterioration, collapse, and related voids identified in the City-owned storm water line on Fairfield Avenue represents an emergent and substantial risk of property damage to newly installed and/or rehabilitated sewer lines belonging to the JRA, as well as the risk of further collapse and/or sinkholes forming from the storm water line; and

WHEREAS, the Solicitors for each of the parties have agreed that the existing situation is appropriate for "piggyback" or cooperative contracting pursuant to the provisions of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901, et seq., in that most of the items required for the storm sewer replacement were previously included in and have been set by unit prices in the sewer contract awarded to Terra Works following competitive bidding, and that mobilization costs will be minimized because the contractor has much of the equipment and crews on site for the sanitary sewer projects; and

WHEREAS, the City has had its Engineer, Gibson-Thomas, prepare a detailed proposal identifying sizes of line, connections and manholes needed to replace the existing defective storm sewer line, which has a negotiated total cost of \$1.5 million dollars based largely upon unit prices in the existing JRA Terra Works contracts and which is therefore presented in the form of a Change Order to the current contract; and attached hereto as Exhibit "A".

WHEREAS, the parties wish to cooperate in the financing and completion work for the replacement and rehabilitation of the defective storm sewer line pursuant to the terms and conditions outlined in this Agreement, and in accordance with the Commonwealth Procurement Code, 62 Pa.C.S. § 1901, et seq. and Pennsylvania's Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, et seq.,

**NOW THEREFORE BE IT AGREED, as follows:**

- 1) The JRA shall suspend close out work currently scheduled by Terra Works involving locations within the right-of-way of Fairfield Avenue and defer payment of preciously scheduled and approved pavement restoration until completion of the Change Order work.
- 2) The City, through its Engineer, shall prepare appropriate permits required for the completion of the work identified in the Change Order.
- 3) The Change Order shall require continued compliance with all federal and state contracting requirements in place under the original PENNVEST contract as well as any/all other obligations imposed by the Contract for Project entitled "Fairfield Ave Interceptor Rehabilitation & Storm Water Separation, ME#75349. JRA, through the Change Order, shall require Terra Works to name the City of Johnstown as an additional insured party on any/all policies relevant to the project on which the JRA is named as an additional insured.

4) The JRA shall enter the Change Order with Terra Works to its PENNVEST contract, ME#75349, which shall include the replacement of City storm sewer in Fairfield Avenue from Marbury Street to the Norfolk Southern underpass at Virginia Avenue.

5) The City shall indemnify, defend and hold harmless the JRA from any claims, liabilities and cost asserted and/or incurred in any way related to the suspension of work on their sanitary sewer contracts arising from this Agreement and the acceptance and implementation of the Change Order described above.

6) The City's own replacement of storm water pipe will result in more disruption of pavement, in aerial extent than with the sanitary sewer contracts, and therefore the City agrees to be financially responsible for any additional repavement costs imposed as a result of the Change Order that are not covered by funds, contained in the JRA PENNVEST project budget that remain unexpended. JRA agrees to provide documentation of said costs and any unexpended funds remaining available for purposes of identifying same.

7) The City shall provide on-site inspection of progress of the work through its Engineer, Gibson-Thomas, of Latrobe, PA. The on-site inspector shall have authority to reject unsatisfactory work or to approve minor divergences from the proposed price, not exceeding 5%.

9) Invoices under the Change Order shall be submitted to the City Engineer, Gibson Thomas for review, shall follow all rules and procedures prescribed under the original PENNVEST contract referred to above and shall include costs for materials, Terra Works' services and engineering fees for Gibson-Thomas Engineers. Following review and preliminary approval by the City Engineer, invoices related to the Change Order shall be submitted to the City Manager for approval.

10) The City agrees to be responsible for and promptly pay over to Terra Works, directly, within 30 days of receipt of the invoice, the costs as set forth in the Change Order prepared by the City's engineer, Gibson-Thomas. The City shall provide the JRA with copies of each approved invoice under the Change Order and a copy of checks making payment for those invoices.

11) The parties hereby promise to cooperate in this endeavor. In the event of changes of circumstances during construction, or unanticipated regulatory directives, the parties agree to work towards a mutually satisfactory resolution; however, if such resolution cannot be made, the parties authorize the President Judge of the Court of Common Pleas of Cambria County, or another Judge designated by the President Judge, to adjudicate and remedy any disputes arising hereunder by modifying this contract in keeping with the following statement of intention, purpose and objectives and the other statements of intention set forth in this Agreement:

The parties hereto are each providing governmental services to residents of the City of Johnstown and enter this Agreement in good faith out of a desire for cooperation



for the purpose of obtaining a necessary improvement to storm sewer lines within Fairfield Avenue. The JRA also provides some services to customers outside of the City. The City of Johnstown acknowledges that the maintenance and improvement of storm water facilities are solely a City obligation. The GJWA and JRA recognize that a failing City storm water system puts at risk millions of dollars of new sanitary sewer construction within Fairfield Avenue. All parties are hereby expressing their intention that by working together the cost to City residents/customers will be minimized to the extent possible. There is no intention by any party that non City residents should bear any cost of this Agreement and Change Order.

12) The term of this Agreement shall extend from the date of final approval and execution by both parties through the date of City's payment of the final costs for the work final work that is the subject of this Agreement.

13) This is an entire agreement and no part hereof shall be modified except in a written document approved by the respective governing boards and signed by all parties.

14) In any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Approved by Governing Body  
by Resolution dated: \_\_\_\_\_

**City of Johnstown**

ATTEST:

By: \_\_\_\_\_  
Daniel Penatzer, City Manager

\_\_\_\_\_  
Nancy Cushing, City Clerk  
(Seal)

Approved by Governing Body  
by Resolution dated: \_\_\_\_\_ **Redevelopment Authority of the City of Johnstown**

ATTEST:

By: \_\_\_\_\_  
Msgr. Raymond Balta, Chairman

\_\_\_\_\_  
Bruce Haselrig, Secretary  
(Seal)

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO REDEEM THE \$19,000,000 CERTIFICATE OF DEPOSIT THAT WAS COLLATERAL FOR THE \$19,000,000 LOAN FROM FIRST SUMMIT BANK TAKEN TO FUND THE PENSION FUND. THE PROCEEDS OF THE CD WILL BE USED TO PAY OFF THE LOAN. THE REDEMPTION OF THE CD AND CLOSING OF THE LOAN WILL TAKE PLACE ON SEPTEMBER 1, 2021.

WHEREAS, the City currently owns a Certificate of Deposit in the amount of \$19,000,000 earning an interest rate of .26%. This CD was used as collateral for the loan for funds to deposit into the Pension Fund; and

WHEREAS, the City owes a loan of \$19,000,000 for the purpose of depositing these funds into the Pension Fund. The interest rate on the loan is .95%; and

WHEREAS, by redeeming the CD and paying off the loan on September 1, 2021, the City will save \$32,775 in interest costs from keeping the arrangement to December 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager and/or his designee(s) are hereby authorized to sign all documents and take any/all actions necessary to redeem the Certificate of Deposit and pay off the loan described above.

ADOPTED:

August 11, 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. 10446 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk