

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 10566**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED AND TAKE ALL ACTIONS NECESSARY TO SIGN A COOPERATION AGREEMENT (DEMOLITION SERVICE) WITH THE JOHNSTOWN REDEVELOPMENT AUTHORITY**

**WHEREAS**, the Redevelopment Authority engages in various operations in pursuance of its mandate to assist in the redevelopment of the City of Johnstown, including the provision of sewage treatment and conveyance, many of which operations require demolition of properties throughout the City in connection with upgrades to interceptor sewer lines and with general redevelopment activities; and

**WHEREAS** the Redevelopment Authority pays on average \$5,000.00 per structure for demolition costs; and

**WHEREAS**, the City of Johnstown employs various individuals and provides services in connection with its general governmental responsibilities, which the Redevelopment Authority is not able to duplicate without going to considerable expense; and

**WHEREAS**, the Redevelopment Authority has purchased a 2004 Caterpillar 3134 CLCR, Hydraulic Excavator, s/n CAT0314CJPCA00370, (hereinafter "Hydraulic Excavator") and immediately lease and transfer custody of the same to the City of Johnstown for a consideration of \$1.00 per year; and

**WHEREAS**, the City of Johnstown agrees to perform routine maintenance and cover all associated labor cost. The City of Johnstown will not be held responsible for any cost of parts and materials, etc. not related to routine maintenance. The Redevelopment Authority shall insure the hydraulic excavator. The City of Johnstown will not be responsible for any repairs or maintenance that occur during a time anyone other than a City of Johnstown employee is operating the excavator; and

**WHEREAS**, in consideration for the lease of the used Hydraulic Excavator, the City of Johnstown shall provide the following services to the Redevelopment Authority. For a period five (5) years, the city shall, at the request of the Redevelopment Authority, assume all labor-related cost of demolishing five (5) buildings per year. Buildings must be agreed upon by both parties. The city further agrees for a period of five (5) years to demolish additional structures at the request of the Redevelopment Authority on a basis of cost, excluding only a rate for the use of the hydraulic excavator. Structures must be agreed upon by both parties; and

**WHEREAS**, it is understood that scheduling demolition activities shall be at the reasonable discretion of the City. The City shall make reasonable efforts to schedule demolition activities requested by the Redevelopment Authority after taking into account other activities which City employees must conduct for the benefit of its residents. The City will make an effort to accomplish demolition within 30 days of request; and

**WHEREAS**, this agreement may be terminated at any time, upon 30 days' written notice by either party; and

**WHEREAS**, City employees carrying out demolition at the request of the Redevelopment Authority under this agreement shall perform their work under the sole control and supervision of the City of Johnstown. Such employees shall not be considered employees or agents of the Redevelopment Authority for any purpose; and

**WHEREAS**, the Redevelopment Authority and City each hereby agree to indemnify and hold harmless the other from any liability of any kind related to injury to third parties, caused by their own employee or their own statements or actions, for so long as this Agreement is in effect and following termination by either party for all acts occurring before termination.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Johnstown, hereby authorizes the City Manager and/or his designee to sign all documents and take all actions necessary to execute a Cooperation Agreement (Demolition Services) with the Johnstown Redevelopment Authority.

**ADOPTED:** May 10, 2023

By the following vote:

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

Nays:

Absent: Mr. Capriotti



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Frank Janakovic, Mayor  
Michael Capriotti, Deputy Mayor

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No.10566 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Ethan Imhoff, City Manager

Resolution No. 4829  
**COOPERATION AGREEMENT**  
**(Demolition Service)**

Made this 16<sup>th</sup> day of April, 2023, by and between the **CITY OF JOHNSTOWN**, (hereinafter "City") and the **REDEVELOPMENT AUTHORITY OF THE CITY OF JOHNSTOWN**, (hereinafter "Redevelopment Authority").

**WHEREAS**, the Redevelopment Authority engages in various operations in pursuance of its mandate to assist in the redevelopment of the City of Johnstown, including the provision of sewage treatment and conveyance, many of which operations require demolition of properties throughout the City in connection with upgrades to interceptor sewer lines and with general redevelopment activities; and

**WHEREAS**, The Redevelopment Authority pays on average \$5,000.00 per structure for demolition costs; and

**WHEREAS**, the City of Johnstown employs various individuals and provides services in connection with its general governmental responsibilities, which the Redevelopment Authority is not able to duplicate without going to considerable expense; and

**NOW THEREFORE**, be it agreed by and between the City of Johnstown and the Redevelopment Authority of the City of Johnstown that the Redevelopment Authority has purchased a hydraulic excavator capable of demolition of residential and smaller commercial buildings and lease the same to the City upon the following terms and conditions:

**1. Purchase and Lease of Hydraulic Excavator**

The Redevelopment Authority has purchased a 2004 Caterpillar 3134 CLCR, Hydraulic Excavator, s/n CAT0314CJPCA00370, (hereinafter "Hydraulic Excavator") and immediately lease and transfer custody of the same to the City of Johnstown for a consideration of \$1.00 per year.

**2. Maintenance and Insurance**

The City of Johnstown agrees to perform routine maintenance and cover all associated labor costs. The City of Johnstown will not be held responsible for any costs of parts and materials, etc. not related to routine maintenance. The Redevelopment Authority shall insure the hydraulic excavator. The City of Johnstown will not be responsible for any repairs or maintenance that occur during a time anyone other than a City of Johnstown employee is operating the excavator.

**3. Consideration**

In Consideration for the lease of the used Hydraulic Excavator, the City of Johnstown shall provide the following services to the Redevelopment Authority;

- a) For a period of five (5) years, the City shall, at the request of the Redevelopment Authority, assume all labor-related costs of demolishing five (5) buildings per year. Buildings must be agreed upon by both parties.
- b) The City further agrees for a period of five (5) years to demolish additional structures at the request of the Redevelopment Authority on a basis of cost, excluding only a rate for the use of the Hydraulic Excavator. Structures must be agreed upon by both parties.

**4. Scheduling**

It is understood that scheduling demolition activities shall be at the reasonable discretion of the City. The City shall make reasonable efforts to schedule demolition activities requested by the Redevelopment Authority after taking into account other activities which City employees must conduct for the benefit of its residents. The City will make an effort to accomplish demolition within 30 days of request.

**5. Termination of Agreement**

This agreement may be terminated at any time, upon 30 days' written notice by either party.

**6. City Responsible For its Own Employees**

City employees carrying out demolition at the request of the Redevelopment Authority under this agreement shall perform their work under the sole control and supervision of the City of Johnstown. Such employees shall not be considered employees or agents of the Redevelopment Authority for any purpose.

**7. Mutual Indemnification**

The Redevelopment Authority and City each hereby agree to indemnify and hold harmless the other from any liability of any kind related to injury to third parties, caused by their own employee or their own statements or actions, for so long as this Agreement is in effect and following termination by either party for all acts occurring before termination.

Entered on behalf of the Redevelopment Authority of the City of Johnstown pursuant to a Resolution adopted the 18th day of April, 2023.

**City of Johnstown**

ATTEST:

By:

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City Manager

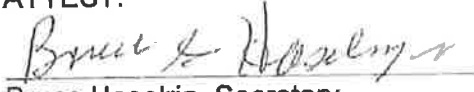
\_\_\_\_\_  
City Clerk  
(Seal)

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF JOHNSTOWN**

By:

  
\_\_\_\_\_  
Mark Pasquerilla, Chairman

ATTEST:

  
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Bruce Haselrig, Secretary  
(Seal)