

~~File~~ 01-99  
Long docket

MS-997A (Rev. 7/94)  
(reproduce locally)  
(for Agreements only)

CAMBRIA COUNTY

**RESOLUTION NO. 10**

**WHEREAS**, the Department of Transportation and this Municipality have agreed to transfer from state to municipal control the portion of

1038 From segment 0010 offset 0000  
(state route) To segment 0010 offset 3116

A distance of 0.590 miles, in accordance with 75 Pa C.S., Chapter 92 and the attached agreement.

**Additional Mileage Information:**

LR 221-8 from station 47+60\* to station 78+76\*  
A distance of 3.116 feet or 0.590 miles.

Actual field measured footage: 3.116 (in feet).

Actual field measured mileage: 0.590 (in miles). Signature: Math D. Biliby

**NOW THEREFORE**, it is resolved by the GALLITZIN TOWNSHIP  
(name of governing body)  
that JAMES LONG is authorized to execute this agreement on behalf of the  
(name of authorized officer) municipality.

The effective date of transfer of the above portion of highway shall be on or before SEPTEMBER 30, 1998

ATTEST: Loralee Cuomo  
Secretary

GALLITZIN TOWNSHIP  
(name of municipality)  
BY: James Long  
Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the  
GALLITZIN TOWNSHIP  
(name of governing body)

Held on: Monthly Meeting  
Date: 8/7/98

Loralee Cuomo  
Secretary

**REMARKS:**

\* STATIONS ARE APPROXIMATE

Source documentation for cost estimation: DEPARTMENT ESTIMATE, EXHIBIT A

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99 JAN 22 PM 1:29  
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CAMBRIA COUNTY, PA

0199

220:MHK gallitzn.tbk  
08/13/98

AGREEMENT NO. 099775  
FEDERAL ID NO. 25-1158162

CAMBRIA COUNTY  
GALLITZIN TOWNSHIP

HIGHWAY TRANSFER AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September 1998, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

a n d

the Township of Gallitzin, Cambria County, of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

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W I T N E S S E T H:

WHEREAS, certain public highways, including bridges and their approaches, in the MUNICIPALITY, have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions

and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, the COMMONWEALTH deleted a highway known as Old State Route 36 (Legislative Route 221-8), situated within the MUNICIPALITY, from the State Highway System in 1941 as a result of the relocation of State Route 0036; and,

WHEREAS, it appears that the parties inadvertently did not then take the necessary steps to transfer jurisdiction of Old State Route 36 (Legislative Route 221-8) from the COMMONWEALTH to the MUNICIPALITY; and,

WHEREAS, the parties, in an effort to resolve the uncertainties about ownership of and responsibility for this highway, now desire to transfer jurisdiction of Old State Route 36 (Legislative Route 221-8) shown in Exhibit "D," which is attached to and made part of this Agreement, and have set forth below their respective obligations to accomplish this objective; and,

WHEREAS, the COMMONWEALTH is willing to pay the MUNICIPALITY for certain work which is necessary to bring Old State Route 36

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(Legislative Route 221-8) into more acceptable condition.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound hereby, to the following conditions:

1. The MUNICIPALITY shall, buy contract or with its own forces, in accordance with Department of Transportation specifications, policies and procedures set forth in the Maintenance Foreman Manual, Publication 113, current edition, which is incorporated herein by reference as though physically attached and in good and workmanlike manner, perform the work on Old State Route 36 (Legislative Route 221-8) as is set forth in Exhibit "A," which is attached hereto and made part hereof. All work shall be completed by December 31, 1999.

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CAMBERIA COUNTY, PA

2. The COMMONWEALTH shall pay the MUNICIPALITY the sum of thirty-two thousand five hundred and no/100 dollars (\$32,500.00) for the MUNICIPALITY's work described in Exhibit "A." Subject to the availability of funds, the COMMONWEALTH will begin the process for payment upon full execution and approval of this Agreement. All funds to be paid under this Agreement shall be kept in a separate interest-bearing account by the MUNICIPALITY. In the

event that the MUNICIPALITY does not require all funds payable hereunder for the repairs set forth in Exhibit "A," it shall deposit any excess (including interest) into its Liquid Fuels Tax Account.

3. Cambria County will provide the balance of the funds needed to cover the work described in Exhibit "A," whose estimated total cost is sixty-five thousand and no/100 dollars (\$65,000.00). The MUNICIPALITY shall make separate arrangements, and, if necessary, enter into a separate agreement, with Cambria County for payment of the County's portion of the funds. The COMMONWEALTH and the MUNICIPALITY understand, acknowledge and agree that the COMMONWEALTH shall not be a party to such arrangements or agreement.

4. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and is not to be considered the employee of the COMMONWEALTH for purposes of performance of the work described in Exhibit "A."

5. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the Maintenance Manual, Publication 23, current edition, as incorporated into the Maintenance Foreman Manual, Publication 113. Such work shall be

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subject to inspection by COMMONWEALTH representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH and is not performed in a good and workmanlike manner, the work shall be corrected or reperfomed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH is not obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

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6. The MUNICIPALITY agrees to comply with the COMMONWEALTH Nondiscrimination Clause, attached hereto as Exhibit "B" and made part hereof, and the Offset Provision, the Contractor Integrity Provisions and the Provisions Concerning the Americans with Disabilities Act, which are all set forth on Exhibit "C" attached hereto and made part hereof.

7. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be done in accordance with the COMMONWEALTH's Publication 203, entitled *Work Zone Traffic Control*, current edition, which the COMMONWEALTH shall provide to the MUNICIPALITY, upon request.

8. Transfer of jurisdiction of the state highway specified herein shall be in accordance with Act 1983-32, effective July 22, 1983, codified at 75 Pa. C.S. Chapter 92. Full execution and approval of this Agreement by both parties shall be deemed to satisfy the requirements of Act 1983-32, and the date of transfer of jurisdiction shall be September 30, 1998. IT IS UNDERSTOOD THAT THE MUNICIPALITY WILL NOT TO BE ELIGIBLE FOR ITS FIRST \$2,500.00 PER MILE PAYMENT UNTIL APRIL 1, 2000. A copy of the MUNICIPALITY'S Resolution authorizing transfer is attached as Exhibit "D" and made part of this Agreement.

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9. Upon transfer of jurisdiction of the State Highway herein specified, the MUNICIPALITY shall have jurisdiction of highway. The MUNICIPALITY shall further have the responsibility for performance of winter traffic services (including snow removal and application of anti-skid and de-icing materials), and street cleaning on any bridge structures as designated by segment and offset numbers in Exhibit "D" on the transferred highway, even if those structures remain under the jurisdiction of the COMMONWEALTH. The MUNICIPALITY grants the COMMONWEALTH the authority to enter upon and utilize bridge approaches and right-of-way areas necessary for purposes of constructing, reconstructing or maintaining any excluded bridge.

10. The COMMONWEALTH shall provide the MUNICIPALITY with available straight-line diagrams, right-of-way information, bridge weight limits and traffic engineering documentation and with copies of all active highway permits and/or bonding, utility and railroad crossing information, where applicable. The MUNICIPALITY shall furnish documentary evidence of transfer of ownership to the office in the county courthouse which is responsible for municipal road dockets, and it shall furnish the COMMONWEALTH with proof that the transfer has been recorded in the appropriate office of the county courthouse to receive the payment described above in Paragraph 8.

11. The MUNICIPALITY agrees that the payment to be made by the COMMONWEALTH under Paragraph 2 above represents complete fulfillment and discharge of its obligation to place Old State Route 36 (Legislative Route 221-8) in a satisfactory condition and that, with such payment, the COMMONWEALTH shall have no further obligations with respect to this highway except for the annual maintenance payments described above in Paragraph 8.

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01-99

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY Richard J. [Signature] 9/25/98  
Deputy Secretary of DATE  
Transportation

ATTEST:

TOWNSHIP OF GALLITZIN

Leonard [Signature] 9/14/98  
Title: Secretary DATE

BY James Long 9/4/98  
Title: Chairman DATE

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

BY Michael [Signature] 9/29/98  
Chief Counsel DATE

BY [Signature] 9/24/98  
Assistant Counsel DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE

RECORDED NO. 099775  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM 617  
SYMBOL 010-001-286-91  
AMOUNT 32500.00

BY \_\_\_\_\_  
Deputy General Counsel DATE

BY [Signature]  
Signature DATE  
Assistant Comptroller  
Title

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99 FEB 18 PM 1:40  
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CAMBRIA COUNTY PA

APPROVED FOR OFFICE OF THE BUDGET

BY [Signature] 10/6/98  
Title Comptroller DATE

Contract No. 099775 is split 0%, expenditure amount of \$0 for Federal funds and 100%, expenditure amount of \$32,500.00 for State funds. The related Federal assistance program name and number is N/A; N/A. The State assistance program name and number is Highway Transfer; # 617.

**Exhibit A**

**Turnback of Sand Springs Rd. in Gallitzin Twp. Cambria Co.**

**Cost Estimate:**

Quantity	Unit	Description	Unit Cost	Item Cost
928	TONS	NO. 2A CRUSHED AGGREGATE	\$ 14.00	\$ 12,992.00
914	TONS	ID-3 WEARING COURSE	\$ 34.00	\$ 31,076.00
600	TONS	2 RC STONE	\$ 12.00	\$ 7,200.00
2	EACH	TYPE M INLET W/ GRATE	\$ 1,600.00	\$ 3,200.00
100	LF	18" SMOOTH WALL PLASTIC PIPE	\$ 15.00	\$ 1,500.00
6020	LF	DITCH CLEANING	\$ 1.50	\$ 9,030.00

**TOTALS \$ 64,998.00**

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# COMMONWEALTH NONDISCRIMINATION CLAUSE

11/19/85

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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**EXHIBIT**

01-99

**OFFSET PROVISION**

The contractor agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the contractor or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the contractor under this or any other contract with the Commonwealth.

**CONTRACTOR INTEGRITY PROVISIONS****1. Definitions.**

- a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
- b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
- c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
- d. Financial interest means:
  - (1) ownership of more than a five percent interest in any business; or
  - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state

or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT (2-3-93)**

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1. above.

(over)



01-99

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CAMBRIA COUNTY

RESOLUTION NO. 10

WHEREAS, the Department of Transportation and this Municipality have agreed to transfer from state to municipal control the portion of

<u>1038</u> (state route)	From segment <u>0010</u> offset <u>0000</u>
	To segment <u>0010</u> offset <u>3116</u>

A distance of 0.590 miles, in accordance with 75 Pa C.S., Chapter 92 and the attached agreement.

Additional Mileage Information:

LR 221-8 from station 47+60\* to station 78+76\*  
A distance of 3.116 feet or 0.590 miles.

Actual field measured footage: 3.116 (in feet).

Actual field measured mileage: 0.590 (in miles).

Signature: Math D. Bielefeld

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CLERK OF COURTS  
CAMBRIA COUNTY, PA

NOW THEREFORE, it is resolved by the GALLITZIN TOWNSHIP  
(name of governing body)  
that JAMES LONG is authorized to execute this agreement on behalf of the  
(name of authorized officer) municipality.

The effective date of transfer of the above portion of highway shall be on or before SEPTEMBER 28, 1998

ATTEST: Leonard Ruono  
Secretary

GALLITZIN TOWNSHIP  
(name of municipality)  
BY: James Long  
Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the  
GALLITZIN TOWNSHIP  
(name of governing body)

Held on: Monthly Meeting  
Date: 8/7/98

Leonard Ruono  
Secretary

REMARKS:

\* STATIONS ARE APPROXIMATE

Source documentation for cost estimation: DEPARTMENT ESTIMATE, EXHIBIT A

01-99

RECEIPT FOR MISCELLANEOUS INCOME  
=====

Cambria County Clerk of Courts  
Ebensburg, Pa 15931

Receipt Date 1/22/1999  
Receipt Time 13:31:04  
Receipt No. 0198765

MISC HOUSE ACCOUNT

Case Number 1999-99999

Remarks FILING FEE FOR RESOLUTION 10  
FOR GALLITZIN TWP.

Total Paid \$\*\*\*\*\*15.00 PYMT/CASH

Smb

TRANSMISSION VERIFICATION REPORT

01-99

TIME : 01/25/1999 13:58  
NAME : CAM CO CLK OF COURTS  
FAX : 814-472-0761  
TEL : 814-472-1540

DATE, TIME	01/25 13:58
FAX NO./NAME	94727337
DURATION	00:01:08
PAGE(S)	02
RESULT	OK
MODE	STANDARD

01-99

County of Cambria



J EAN A. DAMIN  
Acting Clerk of Courts

SUSAN KU HAR  
Acting First Deputy

# Office of the Clerk of Courts

200 South Center Street  
Ebensburg, PA 15931  
(814) 472-5440

FAX (814) 472-0761

## FAX TRANSMISSION COVER SHEET

DATE: 1-25-99 (2-1-99)

TO: Atty Blair Pawlowski

FAX: 472-7337

RE: Resolution # 10  
Galletzin Twp.

SENDER: Jean Damin Acting Clerk of Courts

YOU SHOULD RECEIVE PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL.

J EAN A. DAMIN  
Acting Clerk of Courts

County of Cambria



01-99

SUSAN KU HAR  
Acting First Deputy

## Office of the Clerk of Courts

200 South Center Street  
Ebensburg, PA 15931  
(814) 472-5440

Feb. 1, 1999

Hi Blair  
I havent heard from  
you regarding the Resolutions #10  
for Gallitzin Twp. - the matter  
we spoke of last week.  
Please advise

Thanks.

Jean  
Clerk of Courts