

R.D. No. 10  
1985

LAW OFFICES

GLEASON, DI FRANCESCO, SHAHADE & MARKOVITZ

SUITE 350, PENN TRAFFIC BUILDING

JOHNSTOWN, PENNSYLVANIA 15901

(814) 535-5561

PATRICK A. GLEASON  
(1934-1982)

ANDREW J. GLEASON  
ROBERT DAVIS GLEASON  
SAMUEL R. DI FRANCESCO, JR.  
WILLIAM G. SHAHADE  
MYRON I. MARKOVITZ  
ANDREW DAVIS GLEASON  
WILLIAM GLEASON BARBIN  
ANN ELIZABETH REESMAN

September 12, 1985

James McNulty  
Clerk of Court  
Court House  
Ebensburg, PA 15931

Re: Stonycreek Township/Municipal Road Docket

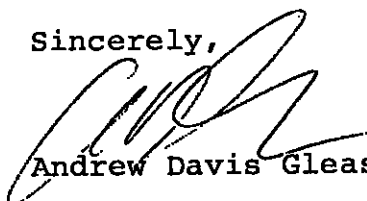
Dear Mr. McNulty:

Some time ago, the Pennsylvania Department of Transportation turned back to Stonycreek Township a portion of Penrod Street and Belmont Street, both of which are located in Stonycreek Township, Cambria County, Pennsylvania. According to a letter that I received from the Department of Transportation, the Township is required to file copies of the legal transfer of ownership to the office in the County Court House which is responsible for municipal road dockets. I have been advised by the Court Administrator that your office maintains a municipal road docket for Cambria County.

Therefore, please find enclosed a copy of the Agreement and the two Resolutions, Resolution No. 1983-10 and Resolution No. 1983-12, which effectuate this transfer. I would appreciate your filing it of record.

With kind regard,

Sincerely,

  
Andrew Davis Gleason

ADG/pas  
Enclosures

cc: Tammy Gossard

FILED  
CLERK OF COURTS  
CAMBRIA CO. PA.  
SEP 13 10 58 AM '85

FILED  
CLERK OF COURTS  
CAMBRIA CO. PA.

SEP 13 10 59 AM '85

220/GCS:smm  
Amended 11/2/83

R.D. No. 10  
1985  
78484

TRANSFER

AGREEMENT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into this *10TH* day of *August* 1983, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

a n d

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

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; Act of June 1, 1945, P.L. 1242 and the Act of September 18, 1961, P.L. 1389, as supplemented and amended; and,

WHEREAS, the parties desire to transfer jurisdiction of the Legislative Routes shown in Exhibit "A" which is attached to and made a part of this Agreement, and have set forth their respective obligations to accomplish this objective; and,

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3. 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".

4. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the Manual of Maintenance Production Performance Standards, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Department of Transportation 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 reperformed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

5. The MUNICIPALITY agrees to comply with the provisions of the State Non-discrimination Clause, which is attached as Exhibit "B" and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day, month and year first above written.

ATTEST:

*Andrea J. Kline*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY *Howard G. ...*

Deputy Secretary of  
Transportation

(SEAL)

ATTEST:

*Timothy J. ...*

Title: *Township Secretary*

TOWNSHIP OF STONEYCREEK

BY *William M. ...*

Title: *President*

(SEAL)

APPROVED AS TO LEGALITY AND FORM

BY

DEPUTY ATTORNEY GENERAL

BY

*James A. ...*  
CHIEF COUNSEL

FILED  
CLERK OF COURTS  
CAMBRIA CO., PA.  
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2000

City of  
Design  
Services

P.O. Box 1887

Altoona, PA 16603

DRAWN BY

FSR

DATE

12-2-83

CHKD. BY

TURNBACK ESTIMATES

JOB NO.

1482010

# PENROD STREET TURNBACK

A-5535 SECTION 2 STA 13+30 TO STA 22+75

SECTION #1 BEDFORD ST (LR222) NORTH TO FLORIDA AVE.

LENGTH 940 L.F., 24' PAVED CARTWAY

$$940 \times 24 / 9 = 2510 \text{ Sq Yds}$$

## DESCRIPTION OF WORK

## COST

1. STRIP EXISTING 3" BITUMINOUS SURFACE  
2510 SY @ \$3.00/SY = \$7,530
2. INSTALL 140 LF UNDER DRAINS @ \$10/LF = 1,400
3. REPAIR DETERIORATED CONC. BASE  
ESTIMATE 30% REPLACEMENT  
750 SY EXCAVATION @ \$3.00/SY = 2,250  
6" THICK H.E.S CONCRETE  
750 SY @ \$15/SY = 11,250
4. REPLACE UNSUITABLE SUBBASE  
167 CY @ \$20/CY = 3,340
5. RESURFACE w/ LEVELING & 1 1/2" ID-2W  
ID-2B LEVEL 140 TONS @ \$40/TON = \$5,600  
ID-2W 2510 SY @ \$3.50 = \$8,785

SUB-TOTAL

\$40,155

EXHIBIT "A-1"

FILED  
CLERK OF COURTS  
CAMERON CO. PA.

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TURN BACK

LR 11099 BELMONT ST

KRINGS RD (LR 11104) TO END - 0.73 MILE  
3,857 LFT STA. 18+60 TO STA. 57+17

DESCRIPTION WORK

COST

1. REPLACE INLET GRATE (6')  
4 EA @ \$400 = \$1,600
  2. GRADE SHOULDER  
 $3700 - 1500 = 2200 \times 2 \times 1/1.5 =$  \$4,400
  3. PATCH PAVED SHOULDER  
ID-2 FS 100 TONS @ \$50 / TON = \$5,000
  4. REPLACE GUARD FENCE  
TYPE 2-S  
265 LF @ \$18 = \$4,770
  5. DOUBLE SEAL COAT  
7400 SY @ \$1.10 / SY = \$8,140
- BELMONT ST TOTAL \$23,910

G.V.L. T "0.7"

# COMMONWEALTH NONDISCRIMINATION CLAUSE (All Contracts)



*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 ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: 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 non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, 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 non-discrimination 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 noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has 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 of 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 the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this

non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 of these Regulations. 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 or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11. 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.

Wherever hereinabove the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

May 22 1977  
DATE

Shirley K. Thompson  
(FIRM NAME)

BY [Signature]  
SIGNATURE AND TITLE:



RESOLUTION NO. 1983-10

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion of L.R. 11099 from Station 18 + 60 to Station 57 + 17 (L.R. or other Rt. No.)

NOTE: There are no structures involved.

a distance of 3,857 Ft. = 0.73 mi., in accordance with 75 Pa. C.S. Chapter 92 and that attached agreement,

NOW, THEREFORE, it is resolved by the Stonycreek Township Board of Commissioners  
(name of governing body)

that William M. Knipple - President, is authorized to execute this  
(name of authorized officer)

agreement on behalf of this municipality.

**ATTEST:**

STONYCREEK TOWNSHIP, CAMBRIA<sup>151</sup> COUNTY  
(name of municipality)

**TITLE: TOWNSHIP SECRETARY**

BY: William M. Kopp  
TITLE: PRESIDENT, BOARD OF  
COMMISSIONERS

I certify that the foregoing is a true and correct copy of the  
Resolution adopted at a meeting of the Stonycreek Township Board of Commissioners  
(name of governing body)  
held on December 13, 1983.

DATE: December 14, 1983

**TITLE:** Township Secretary

REMARKS:

The transfer of the above portion of highway shall be effective on December 31, 1964  
(Date)  
and be subject to full execution of the agreement.

EXHIBIT C-3

FILED  
CLERK OF COURTS  
CAMBERIA CO. PA.

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RESOLUTION NO. 1983-12

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion of L.R. A-5535 Sect. 2 from Station 13 + 39 to Station 22 + 75 (L.R. or other Rt. No.)

NOTE: There are no structures involved.

a distance of 936 Ft. = 0.18 Mi., in accordance with 75 Pa. C.S.

Chapter 92 and that attached agreement,

NOW, THEREFORE, it is resolved by the Stonycreek Township Board  
Of Commissioners  
(name of governing body)

that William M. Knipple-President, is authorized to execute this  
(name of authorized officer)

agreement on behalf of this municipality.

ATTEST:

STONYCREEK TOWNSHIP, CAMBRIA COUNTY  
(name of municipality)

[Signature]  
TITLE: Township Secretary

BY: [Signature]  
TITLE: President, Board of  
Commissioners

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Stonycreek Township Board of Commissioners  
(name of governing body)

held on December 13, 1983

DATE: December 14, 1983

TITLE: Township Secretary

REMARKS:

The transfer of the above portion of highway shall be effective on December 31, 1983  
(Date)  
and be subject to full execution of the agreement.

EXHIBIT "C"

FILED  
CLERK OF COURTS  
CAMBRIA CO. PA.

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