



CITY OF JOHNSTOWN
CITY COUNCIL AGENDA
ANTHONY C. TRUSCELLO
COUNCIL CHAMBERS
WEDNESDAY, AUGUST 12, 2026
REGULAR MEETING - 6:00 P.M.

City Council

Rev. Sylvia King, Mayor
Charles Amone, Dep. Mayor
Samuel Barber
Taylor Clark
Michael Hamacek
Nicholas Spinelli
Lorriane Brandon-Taylor

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF MINUTES: Special Meeting Minutes June 7, 2026, and Regular Council Meeting Minutes July 8, 2026.

PROCLAMATIONS, AWARDS, HONORS, RESOLUTIONS OF RECOGNITION:

Recognition of new police officers

PUBLIC COMMENT: AGENDA ITEMS ONLY (Limit of 5 minutes)

REPORTS:

CITY MANAGER:

1. MAYOR
2. CITY SOLICITOR
3. COUNCIL UPDATES/ NEIGHBORHOOD LIAISONS

PETITIONS:

ORDINANCES FOR FIRST READ:

ORDINANCE # 5382

AN ORDINANCE AMENDING CHAPTER 1890 OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN REGARDING WEEDS, BY ORDINANCE 2029 FINALLY PASSED JUNE 26, 1933, AND AMENDED BY ORDINANCE 4915 FINALLY PASSED AUGUST 13, 2003 (SPECIFICALLY REPEALING ORDINANCE 2029), TO INCLUDE NUISANCES AND REVISE REMEDIES FOR VIOLATIONS.

ORDINANCE # 5383

AN ORDINANCE AMENDING CHAPTER 236 TITLED DEPARTMENT OF FINANCE OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN TO INCLUDE 4527 AND 4587 AND PROVIDING FOR STANDARDS FOR FEDERAL AWARDS.

RESOLUTION:

RESOLUTION #10790

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, RESOLVING LITIGATION WITH GIBSON-THOMAS LITIGATION DOCKETED AT 2024-5317 IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY

RESOLUTION # 10791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AWARDED CONTRACT NO. 2026-ROX-TC TO GOLD STANDARD CONSULTING, LLC D/B/A KEYSTONE SPORTS CONSTRUCTION FOR THE BASE BID AMOUNT OF \$83,553.90 AND ALTERNATE NO. 1 IN THE AMOUNT OF \$1,938.40 FOR A TOTAL OF \$85,492.30 FOR IMPROVEMENTS TO THE ROXBURY PARK TENNIS COURTS

RESOLUTION # 10792

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN AUTHORIZING THE EXECUTION OF AN AGREEMENT AND GENERAL RELEASE BETWEEN THE CITY OF JOHNSTOWN AND MICHAEL CAPRIOTTI.

RESOLUTION # 10793

A RESOLUTION OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA TO MAKE APPLICATION FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$3,000,000

RESOLUTION # 10794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES IN LORAIN BOROUGH EFFECTIVE JANUARY 1, 2027, THROUGH DECEMBER 31, 2029

RESOLUTION # 10795

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AND OPERATIONS AGREEMENT WITH ROYAL BERKSHIRE, INC., REVISING THE TERM OF THE LEASE, SETTING ITS EXPIRATION DATE AS SEPTEMBER 30, 2026, AND TRANSITIONING MANAGEMENT OF THE GOLF COURSE BACK TO THE CITY OF JOHNSTOWN ON OCTOBER 1, 2026.

RESOLUTION # 10796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH QUAKER SALES CORPORATION AWARDED CONTRACT 2026-02 MISCELLANEOUS PAVING PROJECT (DOVE PL, MATTHEW ST., WASHINGTON ST PARKING LANE, & OAK ST.)

RESOLUTION # 10797

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES IN DALE BOROUGH EFFECTIVE JANUARY 1, 2027, THROUGH DECEMBER 31, 2029

RESOLUTION # 10798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING A LAND MERGER AND SUBDIVISION OF TWO PROPERTIES ON WOODVALE AVE

RESOLUTION # 10799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING A LAND MERGER OF FOUR LOTS ON PLUM STREET.

NEW BUSINESS:

MOTION TO REJECT THE BIDS OPENED ON JUNE 1, 2026, FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF JOHNSTOWN.

MOTION TO REJECT THE BIDS OPENED ON JUNE 15 , 2026, FOR FUEL SYSTEM UPGRADES.

OLD BUSINESS:

DEPARTMENT REPORTS: See written submissions, questions of department directors:

1. Police Department
2. Codes
3. Public Works
4. Finance
5. Fire Department
6. Recreation
7. Community Economic and Development
8. Human Resources
9. Engineer Report

PUBLIC COMMENT: NON-AGENDA ITEMS (Limit of 3 minutes)

RECESS/ADJOURNMENT:

NEXT REGULARLY SCHEDULED COUNCIL MEETING – September 9, 2026, at 6:00 p.m.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall (814) 539-2504 ext. 102. Notification 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting.

COMMONWEALTH OF PENNSYLVANIA

CITY OF JOHNSTOWN

* * * * *

IN RE: COUNCIL WORKSHOP

* * * * *

BEFORE: SYLVIA KING, Mayor
Charles Arnone, Member
Samuel Barber, Member
Taylor Clark, Member
Michael Hamacek, Member
Nicholas Spinelli, Member
Lorraine Brandon-Taylor,
Member

HEARING: Sunday, June 7, 2026
3:33 p.m.

LOCATION: 1st Summit Arena
326 Napoleon Street
Johnstown, PA

WITNESSES: NONE

Reporter: Michael G. Sargent, CVR
Any reproduction of this transcript
is prohibited without authorization
by the certifying agency.

A P P E A R A N C E S

AIMEE L. WILLETT, ESQUIRE

160 South Montgomery Street

Suite 3

Hollidaysburg, PA 16648

Counsel for City of Johnstown

ALSO PRESENT:

JARED CAMPAGNA, PUBLIC WORKS DIRECTOR

MICHAEL CAPRIOTTI, ASSISTANT CITY

MANAGER

ARTURO MARTYNUSKA, CITY MANAGER

FATHER MATTHEW BAUM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

3

DISCUSSION AMONG PARTIES	5 - 86
CERTIFICATE	87

E X H I B I T S

<u>Number</u>	<u>Description</u>	<u>Page</u> <u>Offered</u>
	NONE OFFERED	

P R O C E E D I N G S

MAYOR:

This special meeting of Johnstown City Council will now come to order. At this time we ask that you would stand for our invocation that will be given to us by Father Matthew Baum. Immediately following that will be our Pledge of Allegiance.

FATHER BAUM:

Heavenly Father, our city has struggled with so many things over recent weeks and months. We ask you watch over all of us as we gather here today for this public meeting. Help us to make sure all voices are heard. Help us to make sure that we stay on task and focus on those things that need to be done. Help us to listen to the public officials who share their stories and share what they've been doing. Help us to listen to the residents who struggle with so many worries and fears in their

1 neighborhoods. Help us to be open to
2 hear the ideas that are presented
3 today. And help us have the wisdom to
4 discern what we should do. We ask this
5 in all things through Christ our Lord.
6 Amen. Father and the Son of the Holy
7 Spirit.

8 ---

9 (WHEREUPON, PLEDGE OF ALLEGIANCE WAS
10 RECITED.)

11 ---

12 MAYOR:

13 Roll, Jennifer, please.

14 MS. BURKHART:

15 Clark.

16 MR. CLARK:

17 Present.

18 MS. BURKHART:

19 Barber.

20 MR. BARBER:

21 Present.

22 MS. BURKHART:

23 Arnone.

24 MR. ARNONE:

25 Present.

1 MS. BURKHART:

2 King.

3 MAYOR:

4 Present.

5 MS. BURKHART:

6 Brandon-Taylor.

7 MS. BRANDON-TAYLOR:

8 Present.

9 MS. BURKHART:

10 Hamacek.

11 MR. HAMACEK:

12 Present.

13 MAYOR:

14 At this time we are going
15 to ask for our Chief of Police and our
16 public safety director/city manager to
17 please come forward with their
18 presentation.

19 OFFICER BRITTON:

20 Good afternoon,
21 everybody. If anybody doesn't know me,
22 my name is Mark Britton. I've been a
23 police officer for 36 years. I'm
24 starting my career in Somerset Borough
25 in Somerset County.

1 I started with the
2 Johnstown Police Department in June 9th
3 of 2009. During my tenure, I have been
4 a patrol officer with the City of
5 Johnstown. I have been a motorcycle
6 officer. I was a juvenile detective.
7 And ten years after that, I was a Major
8 Crimes detective in the Detective
9 Bureau.

10 February of 2025, I was
11 appointed Chief of Police for the City
12 of Johnstown by Mr. Martynuska. During
13 that time, we've implemented a lot of
14 different things within the department.
15 We are now finally fully staffed in our
16 department. We have done many, many
17 different things. Some changes to the
18 good.

19 A lot of things we work
20 with is the City Manager, the City
21 Counsel. One thing I can say before
22 going forward is this City Counsel and
23 this City Manager have been phenomenal
24 to the Johnstown Police Department.
25 The last month and a half with some of

1 the things that we've been going
2 through with the crimes that's been
3 happening in mostly Moxham/Kernville
4 area, they have been 100 percent
5 supportive of us. Whatever we needed,
6 we needed money, we needed equipment,
7 along with our constituents from the
8 senator's office and our representative
9 offices. Besides them putting on guns
10 and bulletproof vests to come out in
11 the street and help us, they have been
12 there for us and we are very
13 appreciative for that.

14 We've worked with our
15 outside agencies to get grant money to
16 get equipment that we need. Again, we
17 are fully staffed. Our officers are
18 getting trained on different things
19 that we have and we're going to
20 continue doing that and we're going to
21 continue doing it to make our streets
22 safe.

23 So what's been put out
24 there on social media, not only social
25 media, but what we have seen happening

1 in the city, since March 2nd, we've had
2 about 25 notable incidents up until the
3 end of May. A lot of them have been
4 reported as shots fired calls. We've
5 had some aggravated assaults with
6 firearms, with some stabbings that have
7 been put out there.

8 One of the things that I
9 want to explain to everybody when these
10 things are being put out there, when
11 you have, for example, shots, fires,
12 calls that go out, somebody calls in
13 and again, I'll just use Art for an
14 example. Art sitting on his porch, 600
15 block of Coleman Avenue, thinks he
16 hears what he thinks is a gunshot. But
17 he says to himself, well, that may be a
18 firework too. Maybe a firework, maybe
19 something else. Art's going to pick up
20 that phone, he's going to call the non-
21 emergency, he's going to call the 911
22 center. He's going to call and say,
23 hey listen, I think I heard fireworks
24 or maybe a shots fired call. Cambria
25 County 911 is going to dispatch that

1 call as a shots fired call.

2 And the reason they're
3 going to do that, two reasons. One,
4 because the complainant, Art, said I
5 think it may be shots fired. The
6 second, he's sending my officers into
7 that scene, the dispatch center send
8 those officers in the scene, they're
9 going to dispatch it as a shots fire
10 call. It may be fireworks, we don't
11 know, but they're going to send it as a
12 shots fired. Why? For the protection
13 of the officers going into that scene.
14 They want to be prepared to know that
15 their eyes are looking every way, doing
16 360 when they're driving over there to
17 make sure they're not going to an
18 ambush. They're not going into
19 somebody that's waiting in wait for
20 them, that's what they're going to
21 dispatch it.

22 And I'm not saying all
23 the times that we go over there, we
24 don't find anything. There are times
25 that we've gone over and found shell

1 casings, but there's times we go over
2 there, nothing found. We'll ask the
3 dispatch center. How many calls did
4 you receive for this? The dispatch
5 said one call. Okay. So we go over
6 and when our officers go over, they do
7 grid searches and if anybody knows what
8 the grid search is, just look like a
9 checkerboard. And that's what you do.
10 One line at a time, one line at a time,
11 one line at a time, one line at a time,
12 to see if they can find anything.

13 Out of the shots fired
14 calls that we've had, and I'm going to
15 go over with you, and tell you what we
16 found and what we didn't find. And I'm
17 not saying anybody here, if you --- if
18 you --- it's just like the old adage,
19 you see something, say something, call,
20 we'll come over, we'll look at it. But
21 we have had an uptick in other crime in
22 the city.

23 A couple of the calls
24 that we've had since March 2nd have
25 been related. I could tell you four of

1 them have been related that started at
2 the shooting up at Tulunes, up in
3 Geistown Borough. That's being
4 investigated by the Pennsylvania State
5 Police. And it happened to come down,
6 trickle down into the city. So we have
7 four incidents out of 24 notable
8 incidents in the city that have caused
9 an uproar and concern. And I don't
10 want to downplay it, that you shouldn't
11 be concerned for your --- for your area
12 where you live. I'm not saying that.
13 Just like the district attorney said
14 and wish she could be here today, but
15 she couldn't. Not to be vigilant, not
16 to watch your surroundings of what you
17 do.

18 But out of those 24
19 notable incidents --- I'm going to go
20 over them. I'm not going to get into
21 what the investigation is and where
22 we're at in it, but I can give you some
23 information.

24 So on March 2nd, we got
25 called for a shots fired call over in

1 the Oakhurst Home section, City of
2 Johnstown. During that arrest ---
3 during that an arrest was made. And
4 these are some of the things that a lot
5 of you people don't know and a lot of
6 people in the community don't know.
7 You hear these calls, but you don't
8 know what happens afterwards. Okay?
9 And we're going to look into maybe
10 changing that some ways. Okay? So
11 that was the first call that call came
12 in. An arrest was made in that, that
13 shots fired call. And also an eviction
14 process was started with the housing
15 authority to get the individual evicted
16 from housing.

17 On March 3rd, we got a
18 call for shots fired in the Moxham
19 section of Johnstown. Officers
20 responded on scene. We got one call
21 for that. No evidence was found within
22 a two block area. There were actually
23 people sitting out on their porch and
24 they didn't hear anything, they didn't
25 see anything. And we got one call and

1 that officers cleared.

2 On March the --- and
3 apologize. We had an aggravated
4 assault with a knife. And when we got
5 to the --- when we got to speak with
6 the individual who was stabbed in the
7 hand, it was a female. She used an
8 explicit word and told us to leave her
9 alone. She didn't want our help. So
10 we cleared that call. She went well,
11 she was transferred to the hospital,
12 but she refused to cooperate with the
13 police. We cannot force somebody to
14 tell us something if they don't want
15 to. But we did our due diligence on
16 that. So that was again one call that
17 came in with an assault with a knife.

18 The next one we had was
19 on 12th March. It was an assault with
20 a firearm. This was on Cooper Avenue,
21 400 block of Cooper Avenue. As it
22 stands right now, we have charges
23 pending approval with the district
24 attorney's office. So that case right
25 there, which was a firearm, a shooting,

1 that person is awaiting charges and a
2 warrant will be issued for their
3 arrest.

4 On 15th March, this
5 happened in Dale Borough. There was an
6 assault with a knife. A female stabbed
7 another individual. She was charged
8 and she was arrested and she'll be
9 prosecuted through the county system.

10 On March 21st, we got a
11 call for shots fired in the Moxham
12 section of Johnstown. During that time
13 officers, same thing, two block radius,
14 checked with individuals. One call
15 came in for this. There was one 10
16 millimeter shell casing that was
17 recovered. Only one. Nobody was hit.
18 No other calls, no property damage, no
19 vehicle damage, no one injured.

20 And I don't --- I want to
21 make sure that we're not saying that
22 just because nothing happened, we don't
23 care. But we do keep track of all this
24 and we do investigate everything that
25 comes in to the 911 center.

1 On the 23rd of March, we
2 got a call to the Chandler Avenue, 200
3 block of Chandler Avenue for shots,
4 fire call. Same thing, officers
5 respond to the scene, speak to
6 individuals. Nobody heard anything.
7 We got one call to the 911 center.
8 No evidence, no shell casings were
9 recovered.

10 On the 5th of April, a
11 shots fired call. One call came in.
12 Same additional, no property damage, no
13 injuries, one call, no evidence found.

14 On 17th of April, a shots
15 fired call. This happened --- occurred
16 in the Oakhurst home section of the
17 City of Johnstown. That individual,
18 there was an arrest made and that
19 individual was charged. Eviction
20 processes are underway to get him
21 removed from housing.

22 On the 24th of April,
23 aggravated assault with a firearm.
24 This is an ongoing investigation with
25 our Bureau of Criminal Investigation,

1 our detectives. There is a person of
2 interest in this case and we are again
3 investigating that.

4 On 26th of April a
5 homicide occurred in the Moxham section
6 of the City of Johnstown. That case is
7 still open. That case we have numerous
8 persons of interest. Our Detective
9 Bureau along with the Cambria County
10 Detective Bureau and the Department of
11 Attorney General's office is also
12 cooperating and helping us out with
13 that.

14 On the 27th of April,
15 assault with a firearm. We have a
16 person of interest on that one and we
17 are very, very close on charging on
18 that incident.

19 On the 5th of May there
20 was aggravated assault to Sheetz at
21 Haynes Street. This was a situation
22 involved an ex-boyfriend and a new
23 boyfriend where the individual that was
24 stabbed was nicked in the neck with a
25 Sawzall blade and that person was

1 arrested. The individual who did that
2 was arrested behind the YMCA and he was
3 charged and is pending prosecution
4 through the DA's office.

5 On the 14th of May, there
6 was a homicide that occurred in the 500
7 block of Somerset Street in the
8 Kernville section of Johnstown. During
9 that a 15 year old was charged and was
10 just arrested I believe last week. And
11 being that is a homicide, he is charged
12 as an adult.

13 I know there was a lot of
14 questions about that and I think the DA
15 kind of set that straight where a
16 homicide is a direct foul. Whether
17 you're 10 years of age, 15 years of
18 age, 17 years of age. When you are
19 charged --- when you're a homicide and
20 you're a juvenile, you are charged as
21 an adult.

22 There was a lot of
23 statements that were made on social
24 media about this and why he was put on
25 there. And the District attorney

1 explained that basically he committed a
2 homicide, he shot a guy. So he gets
3 charged as an adult. And just so you
4 know, people were questioning as well,
5 that shouldn't be the law. Well,
6 that's the way the law stands as right
7 now and we follow that.

8 And if anybody followed
9 New Kensington just made an arrest on a
10 16 year old for a homicide and that
11 homicide happened two years prior. The
12 kid was 14 years old when he killed
13 somebody. It's a shame, but we have to
14 do our job.

15 On the 17th of May, shots
16 fire called in the area of Cypress
17 Avenue. Nine shell casings were
18 located. We got two calls on that one.
19 No one was injured, no property damage.
20 Again, officers went over,
21 investigated, collected the evidence.
22 All shell casings were collected. They
23 were shipped down to the Greensburg
24 Pennsylvania State Police crime lab in
25 Greensburg where they'll be analyzed

1 and put into the national database for
2 comparisons for any other incidents
3 that may have happened here in
4 Johnstown or anywhere across the United
5 States.

6 On the 19th of May,
7 aggravated assault in the Moxham
8 section of Johnstown. Two individual
9 were charged and arrested for that and
10 are being prosecuted through the DA's
11 office.

12 A shot on February --- or
13 I'm sorry, on May 22nd, '26, there was
14 a shots fired and assault. An arrest
15 was made on that one and that one is
16 another one that stirred a whole bunch
17 of social media comments that were
18 unbelievable. And when you put these
19 --- some of these people who comment on
20 these social media posts or posts on
21 these social media sites don't
22 understand the actions that can be
23 caused and the hurt that they can cause
24 and the falsehoods that come out of it.
25 You know, I'm not going to get into

1 this incident and tell you what, but
2 some of the comments were that this
3 individual was defending himself. That
4 is so far from the truth of what
5 happened in that incident that he was
6 defending his family. That is not the
7 truth. That is not what happened. So
8 don't believe everything that you read
9 on social media.

10 You know, not all the
11 time can we come out and give you all
12 the information that you want? One of
13 the things that I --- in my interview
14 that I told Art and I told Mike and I
15 told the HR and I even tell the media,
16 I will tell you what I can, what I
17 can't tell you, I won't. But if news
18 comes forward or more information comes
19 forward that can be released, we will
20 do that.

21 Our job is to keep the
22 community informed of what's going on
23 and to sit back and say that we're
24 constantly hiding things. I was born
25 and raised in this town, the West End

1 section of Johnstown, Stackhouse
2 Street. I was a beam rat. If anybody
3 knows what that is. Okay. This is my
4 town. I'm very blessed to be here and
5 I'm very blessed to be in this
6 position. I will never hide anything
7 from anybody. And I don't believe one
8 person on this counsel or the mayor or
9 the manager or the assistant city
10 manager, anybody wants to hide anything
11 from anybody.

12 So there's times where we
13 can't tell you. But going forward and
14 going through this list, I guarantee
15 you half these people --- half of you
16 people in here didn't know we made
17 arrests on those. And that's something
18 we're going to work on to set you at
19 ease, that we are doing our job. We
20 are doing the things that we --- that
21 we said we're going to do.

22 On April 20th --- or, I'm
23 sorry, May 23rd, shots fired. 600
24 block of Park Avenue. Confirmed
25 fireworks. We talked to the

1 individual, he was doing pyrotechnics.
2 And the same day that we had the
3 shooting, the one day prior that I just
4 mentioned, we got another shots fired
5 call and the same thing was confirmed,
6 pyrotechnics. We spoke to the guy, he
7 had a drone up and it was confirmed
8 fireworks. So again, anytime that a
9 call comes in to shots fired call does
10 not necessarily mean it's a shots fired
11 call. So I think we can understand
12 that.

13 On May 26, an aggravated
14 assault with a knife, Coopersdale
15 Homes, where this individual was
16 stabbed --- and he was stabbed with a
17 bottle opener. So it came in as a
18 stabbing. Yeah, he was stabbed, but he
19 was stabbed with a bottle opener. And
20 I don't make light of that. So don't
21 --- I don't want that to be put on
22 social media that I made light of
23 somebody getting stabbed with a bottle
24 opener. But this person that was
25 stabbed, he was charged, he's the

1 victim, but he was charged because he
2 was beating the shit out of this kid
3 that was half his size. And the kid
4 was scared for his life, so he defended
5 himself. And that was confirmed not
6 only by witnesses, but that was
7 confirmed by video from the Housing
8 Authority. So an arrest was made in
9 that case.

10 On May 26, again, another
11 call for shots fired, confirmed
12 fireworks.

13 On the 27th of May, a
14 call for shots fired in the Moxham
15 section. One call, officers went over
16 again, two block checked area, spoke
17 with people out, nobody heard anything
18 else. Again, not saying it didn't
19 happen, but no evidence and nothing was
20 recovered.

21 On the 28th of May, an
22 assault with a firearm and a stabbing.
23 This is the one that occurred at the
24 Elks on Horner Street. At this time
25 it's being looked into between a

1 discussion between the detectives with
2 Johnstown and the District Attorney's
3 office. The person that was shot in
4 this case is the aggressor. But as of
5 this time is still being investigated
6 between the District Attorney's office
7 and BCI.

8 On the 29th of May, a
9 shots were fired call. An arrest was
10 made on that one.

11 And the last one was a
12 weapons possession, a domestic that
13 occurred in the Solomon Homes where
14 that individual was arrested and
15 charged and be prosecuted through the
16 District Attorney's office. And also
17 eviction process will be start to have
18 him removed from housing.

19 So out of all the ones
20 that you have seen on TV and all the
21 posters and things that AI posters that
22 were made, all that, that there were 19
23 shots fired. So just so you know, out
24 of all these --- all of these 15
25 arrests were made, three persons of

1 interest awaiting charges. We had six
2 fireworks calls. One person who
3 refused to cooperate in the stabbing of
4 her hand. And we had three cases where
5 three --- evidence was found and three
6 shots fired calls.

7 So whether or not that
8 makes you --- and I can understand if
9 it doesn't make you feel any better,
10 but we are looking in and we are
11 investigating everything that we can.

12 And all of these, a lot
13 of these cases here, these are
14 neighbors that can't get along with
15 each other. They're not related. The
16 first four, as I said, the ones that we
17 had from the start of the Tulunes that
18 went to Slammin' Sam's, that went to
19 the homicide, to the went to the drive
20 by shooting on Bond Street, I could
21 tell you those --- those are connected.
22 And the district attorney has come out
23 and said that we're seeing connection
24 between those.

25 All these other incidents

1 that we have spoke of, they're people
2 fighting with each other, neighbors
3 that can't get along, beating the shit
4 out of each other. Instead of
5 fighting, well, I'm just going to run
6 to my house and get a gun and just
7 start shooting at people. And the one
8 in Moxham was a guy that came down to
9 see what was going on and he got shot.
10 And to sit there and say he was
11 defending his family, he wasn't.

12 So be diligent of your
13 neighbors and everything that's going
14 on. But to say that there's a gang
15 violence in Johnstown, we feel that
16 there are some gangs in Johnstown.
17 We've dealt with it between 2015 and
18 2019. And in the early 1990s, we had
19 the Jamaicans in here with the drugs
20 that were running rapid. Our
21 relationship that we have between the
22 who's been here the longest, the
23 Attorney General's office has been here
24 for probably at least 10, 11 years.
25 And they came in to help us with the

1 drug problem and the violent crime.
2 They have an office set up. They're
3 there every single day. And as you
4 guys can see on TV, we're fixing the
5 drug problem. There is no --- there's
6 zero tolerance. Anybody you're caught
7 doing a criminal activity, you're
8 getting arrested and we're charging
9 you. If the district attorney's office
10 or the court system decides that they
11 want to dismiss them, that's on them.
12 We are going to make sure you break a
13 law in this town. You're getting
14 arrested.

15 And then we have the fact
16 that we have the Pennsylvania State
17 Police that we work great with,
18 especially with our crime lab. We have
19 a homicide or we have any incidents,
20 even when we locate shell casings, we
21 can call down to that crime lab in
22 Greensburg and they give us carte
23 blanche. And I am so happy for that
24 because they'll push our stuff forward.

25 There's five crime labs

1 in the state of Pennsylvania, and
2 Greensburg is one of the busiest, but
3 they'll always have room to get
4 Johnstown, and I'm very happy for that.
5 We have a relationship with the
6 Alcohol, Tobacco and Firearm and
7 Explosives. They came to us. There
8 was no call from the governor to hey
9 --- to the ATF and say, hey, can you go
10 in and help Johnstown? They came to us
11 and said, what can we do to help you?
12 We'll help you with all the firearms
13 that we already have in our evidence.
14 We'll help you with the firearms that
15 are out there that are lost and stolen.
16 They'll help us with anything they can.
17 They'll help us doing ballistics work
18 on the shell casings that we find.
19 These people are coming in and wanting
20 to help us.

21 The Safe Street --- FBI
22 Safe Streets Task Force, which I'm a
23 member of and I've been a member of for
24 about nine years now, their resource,
25 the federal resources, they open up to

1 us, is fantastic. So they're doing
2 everything they can. And to sit here
3 and say that --- you know, we're fully
4 staffed, we've finally been fully
5 staffed thanks to negotiations with the
6 city, with Art. We have guys now that
7 want to stay here. They're making good
8 money. They're doing good work.
9 They're doing more than good work.
10 They're working overtime. They're
11 doing special details. They're out
12 there wanting to make a difference.
13 And that's what we're doing. We're
14 going to keep doing it.

15 You know, my phone's
16 always open, 539-0889, Extension 300.
17 You have an issue. You want to talk to
18 me, I'll talk to you. I may not get
19 back to you that day, but I'll get back
20 to you. But we have all these entities
21 that are coming in. And with the help
22 of Senator Langerholc and Frank Burns
23 and Tim Rigby --- or Jim Rigby, they're
24 phenomenal. They're getting us what we
25 need. They're giving us --- giving us

1 the ability to get equipment that we
2 need, and they're helping us.

3 You know, Wayne came out
4 with us on a ride along when we did our
5 saturation patrols. And that's one
6 thing we're going to do. We're going
7 to keep doing that, you know, but to
8 say that --- to sit back and say that,
9 you know, we should have a state of
10 emergency, declare a state of
11 emergency, bring the National Guard in.

12 Listen, I've talked to
13 the deputy chief or the assistant chief
14 in Pittsburgh. I've talked to the
15 chief in Northern York. I've talked to
16 the chief in Lancaster. These are
17 other entities that they're having the
18 same issues that we are. We're not
19 just the only ones that are having that
20 issue. And the governor is the one
21 that has to declare a state of
22 emergency. Correct me if I'm wrong,
23 Jim and Wayne, I mean, and they're
24 going to come in here. You could have
25 a city that has --- Pittsburgh has 700

1 and some officers, and they're short
2 100 and some officers. State police
3 are short 400 troopers. Okay. So
4 those are in the same kind of
5 predicament that we are, but they're
6 willing to help us out.

7 But if somebody --- and
8 we said this before, myself and Mayor
9 King said this before, you want to
10 shoot somebody, you're going to shoot
11 them. You want to commit a crime,
12 you're going to commit a crime. You
13 could have 15 cruisers, 20 cruisers out
14 patrolling and people on foot patrol.
15 And as soon as that officer goes by,
16 well, that officer went by, I'm going
17 to commit my crime.

18 We are out there. We're
19 out there 24/7. I couldn't be more
20 proud of the guys that work for me and
21 the people in this community, again,
22 born and raised here. Since we put our
23 Crime Watch page up people are calling
24 in because --- I don't want to feel
25 like I'm speaking at you, but hopefully

1 I'm speaking forward. People are
2 coming forward. They're giving us
3 tips. They're coming to us and telling
4 us we've had two crimes, three crimes
5 already, major aggravated assault
6 crimes not listed on this page, that
7 because of the people calling in and
8 you can stay anonymous, have come in
9 and helped us. They're tired of it.
10 They want their community back. You
11 know, that's what we're going to do and
12 that's what we're going to keep doing.

13 But to have --- call for
14 a state of emergency, if they haven't
15 called a state of emergency in
16 Philadelphia or Pittsburgh or Lancaster
17 or Northern York, they're sure the hell
18 ain't going to call a state of
19 emergency here.

20 You know, between '24 and
21 '25, when I took over, the city manager
22 asked me to do a crime statistics of
23 what --- where crime rate was. And it
24 did drop. It did drop. And then
25 social media goes and puts out there.

1 Well, we have all this. We have all
2 this. You're not --- you have to look
3 at the UCRS, which are Uniform Crime
4 Reporting System. That's what you have
5 to look for. You have a homicide say
6 in January and it's not closed, but
7 then you close it in May. Well now you
8 got to go back to January and change
9 it.

10 I'm not saying we don't
11 have our problems here. We do. But
12 we're doing everything we can to fix
13 them. And because we had this spurt of
14 a month and a half, yeah, they're
15 serious --- there's serious charges
16 here and people are getting charged.
17 Fifteen (15) people have been charged
18 out of 24 incidents because we have a
19 zero tolerance. We want to make you
20 --- we want to make this community safe
21 and all the other communities that we
22 do.

23 The Housing Authority,
24 you know, Mr. Arnone can explain about
25 that. The housing --- the vouchers,

1 you know, the Section 8 vouchers. If
2 any crime is committed, a misdemeanor
3 or above, we work with the Housing
4 Authority to get them evicted. We
5 can't control what the Housing
6 Authority does. I can't --- like my
7 office can't control what the Housing
8 Authority does. But we work with them.
9 We work with Mike Alberts, we work with
10 his management team. If somebody
11 commits a crime in the Housing
12 Authority and they want him evicted,
13 we'll have --- we'll go and we'll
14 testify at their hearings to have them
15 evicted and tell them what they were
16 charged with.

17 You know, again, I love
18 this town. I got married here. We got
19 to take our town back and we're going
20 to do that. We're going to do it. And
21 I promise you that the Johnstown Police
22 Department is going to do it. But all
23 these things that are being --- and I
24 know I'm going to get --- I'm going to
25 get slammed for it. I'm going to get

1 slammed for it and I'll lose sleep and
2 do whatever, but I'll still do my job.
3 But the negativity that is on social
4 media is causing a lot of these issues.
5 A lot of these issues.

6 I'm going to say one more
7 thing and then I'm going to be done.
8 Coming home from West Virginia today
9 where I went away with a weekend with
10 my beautiful wife, who'd probably
11 rather be sitting by a pool right now,
12 but love her to death. She's scrolling
13 through social media coming back on 68
14 and she come across a post from 20
15 after midnight this morning of a two
16 year old that overdosed. That said
17 overdosed. And keep in mind what I
18 told you about the shots fired call,
19 the story I gave you with the city
20 manager here.

21 So I immediately, I get
22 all the stats from the night, from all
23 the shifts that are out there. So I
24 immediately call the sergeant on duty
25 and Sergeant Dabs is here right now and

1 I asked him what is this, what's going
2 on? He said I don't have anything. He
3 come on at 0700 this morning. He
4 looked at the reports from last night,
5 calls up 911 and here it was reported
6 as an overdose because this family left
7 a prescription pill bottle out. They
8 forgot to put it away. And there's not
9 one of us sitting here that hasn't done
10 anything stupid that we wish we hadn't
11 done. But again, something like this.
12 So she called and said, hey, my two
13 year old I think may have taken one of
14 my pills or got into my pills.

15 Twenty (20) after 12:00,
16 it was posted on one of the websites
17 and the comments that were made, I'm
18 not even going to tell the first
19 comment was the F bomb and wish that
20 woman was dead. Hope she never gets
21 her kids back. And this after looking
22 it up. This is a good family. This is
23 a good family. Never issues with them
24 before, nothing. And now she's got to
25 deal with that situation because they

1 wanted to put it out on social media.
2 And the things that they were calling
3 her and the words that they were using
4 was, it was horrific. It was
5 absolutely horrific and there was no
6 reason for it.

7 You have to give us time.
8 And I'm not saying you, I'm not saying
9 you, give the police department time to
10 do an investigation. Give us some time
11 to at least get on scene and see what
12 we have. The Smokes and Skill on
13 Central Avenue, a week ago, there was a
14 shooting and a stabbing. Totally,
15 absolutely unfounded. But it was on
16 social media that there was a shooting
17 and stabbing. It was on there before
18 our guys even cleared the scene. But
19 don't give us time to investigate.
20 Let's put it out there on social media
21 so we can get everybody in Moxham all
22 worked up that there's a shooter on the
23 loose and shooting people.

24 And when we do have
25 something like that and we do arrive on

1 scene and we don't have somebody shot
2 or somebody stabbed, we immediately,
3 immediately call Conemaugh, call
4 Indiana Hospital, call Pittsburgh to
5 see, call Windber to see if anybody has
6 gone to any of those other hospitals.
7 Because sometimes they won't go to
8 Conemaugh, like, well, it's Johnstown.
9 We're not going to go there. We'll go
10 somewhere else. Nothing was found.
11 And the person that called had mental
12 health issues.

13 So --- but again, we went
14 in there, but it was already on social
15 media. So please understand, do not
16 believe everything that you see on
17 social media. Let us do our jobs, let
18 us do what we need to do and then we
19 will come out. Again, I'm going to
20 work on protocol and how we can start
21 releasing things. I'm going to work
22 with the city manager and my staff to
23 make sure that you guys feel safe, that
24 you can go back on sitting on your
25 porch and not having to worry about

1 things. Thank you.

2 MR. MARTYNUSKA:

3 Thank you, Mayor. Chief,
4 thank you very much. And I think you
5 encapsulated it very well that you
6 know, the responses that we've had
7 since what, March 2nd, I believe there
8 was a total of 24 and you made 13
9 arrests of those that were charged.
10 Five of those were not calls that would
11 result in any charges, whether it be
12 fireworks or the non-cooperative. But
13 you do also have three people of
14 interest who are out there.

15 Correct?

16 OFFICER BRITTON:

17 Correct.

18 MR. MARTYNUSKA:

19 So when this started ---
20 for those of you who don't know me, Art
21 Martynuska, City Manager. When this
22 uptick in some of these violent crimes
23 started, we obviously took that very
24 seriously from an administrative
25 standpoint and from city council. One

1 of the first things we did was brought
2 all of our department heads together to
3 determine what we needed to do to
4 assist the police to alleviate some of
5 the stressors that are on their
6 department that some of our other
7 departments could maybe take the lead
8 on.

9 One of the first things
10 we did was we employed what's called an
11 incident command system, which we
12 utilize quite frequently in emergency
13 services. I did it when I was with the
14 fire department for 20 years and again
15 when I was at EMA and 911. And it's a
16 nationwide system that we use to manage
17 incidents.

18 With that being said, we
19 divvied up some tasks. For example,
20 the fire chief is in charge of
21 operations. So if the police
22 department needs assistance at the
23 scene, the fire department is not going
24 to get involved in that law
25 enforcement. But if they need roads

1 blocked, if they need lighting, if they
2 need extra supplies, the fire
3 department has the expertise to go
4 ahead and do that.

5 Our codes department or
6 public works has been charged with what
7 I call a quick reactionary force. So
8 if somebody calls in that we have a
9 situation that needs addressed quickly,
10 a quick board up. We have a house that
11 we know is a nuisance property that we
12 need to get in and close that building
13 up. We've also marked a lot of
14 buildings for demolition,

15 In the last two and a
16 half weeks, myself and the assistant
17 manager have driven almost every street
18 in the city. We have a couple
19 neighborhoods that we have to finish up
20 this week and we've identified houses
21 and buildings that need to come down
22 and we've rated those buildings on a
23 scale from one to three. One being the
24 worst, which is going to need immediate
25 attention. Three being something that

1 may be more structurally sound, that
2 can wait a little bit until we have the
3 necessary funding in place to bring
4 those down.

5 But we're close to 400
6 structures already that we've
7 identified and again, some of those
8 need to come down sooner than later.
9 And we have brought at least one down
10 in the last couple weeks and more to
11 follow.

12 With that, we've also
13 secured some additional resources. You
14 were aware of the camera systems that
15 we had put in. We're looking to make
16 that a more permanent situation. We
17 have some funding coming in to do that.
18 Locations to be determined. We're also
19 looking at additional lighting. We've
20 been in conversations with FirstEnergy.
21 There's a program coming forward that
22 we're going to be able to replace all
23 the street lighting in the city.
24 There's a little over 2,200 street
25 lights in the city and we're going to

1 get those replaced with LEDs. as that
2 program moves forward.

3 In addition to making the
4 streets safer at night, it's also going
5 to reduce our energy consumption by
6 about 40 percent which will reduce our
7 electric bill in the city by about
8 \$150,000. So that's a win/win.

9 So we sat down with
10 council. Those were quick things that
11 we could do. low hanging fruit. We
12 also put in a call down system.
13 Currently the call down system at
14 Cambria is out of service. They are
15 putting a new one in place. But until
16 that happens, we put our own call down
17 system. For example, the barricaded
18 suspect that we had on Bedford Street a
19 couple weeks ago, we have a list of
20 childcare facilities, daycare schools
21 that our staff will go through and
22 divvy that up and they'll start calling
23 down to those facilities to let people
24 know that we have a situation that,
25 that they should go into some type of

1 protective mode, whatever their
2 internal operations call for and that
3 will let them know when that situation
4 is alleviated and the streets are
5 rendered safe again from that type of
6 situation.

7 So we also looked at long
8 term and short term goals. And
9 whenever we put together a plan, one of
10 the things that we have to do is those
11 goals have to be achievable. Is it
12 something that we're going to be able
13 to do not only because we have the
14 personnel, but because we have the
15 bandwidth, the staffing and most
16 importantly, the funding to get it
17 done. So some of the programs we came
18 up with were to talk about community
19 safety. Council has worked very
20 diligently in morphing some of these
21 programs with us. And we know that
22 it's not possible to control every
23 situation that is out there. But there
24 are things that we can do to provide
25 alternatives. That's what we're here

1 to talk about today. And I won't take
2 a long time because I know there's
3 folks that need to get to the
4 microphone.

5 And these are no
6 particular order. Again, some of these
7 require some more logistics, some more
8 funding, some more legalities that have
9 to be exercised. These are things that
10 other communities have done with some
11 success and we hope to emulate some of
12 these --- some of these here in the
13 city.

14 The first one is a
15 firearms buyback program. The city had
16 done this in years past where firearms
17 are purchased. People could come in.
18 It's done with really, no questions
19 asked. The firearms are turned in,
20 they're secured by the police
21 department, they're kept for a required
22 length of time, and after that length
23 of time passes, those firearms are
24 destroyed. Our hope there is to
25 obviously make the community safer, get

1 the guns off the street so they're not
2 used for any future crimes, decrease
3 the risk of accidental shootings and or
4 suicides.

5 And again, everybody's
6 responsible. As the chief said,
7 everybody's responsible for their own
8 actions. But we also understand that a
9 lot of time those actions are played
10 upon by circumstances. If we can
11 change those circumstances or make
12 alternatives to those circumstances to
13 allow people to choose another path,
14 that's what we want to do. We want to
15 give them an opportunity to go in a
16 different direction from where they
17 might not go if we weren't able to
18 influence those decisions. And a lot
19 of our folks who are out there,
20 especially our younger folks, don't
21 have those influences that we can bring
22 upon them to give them that direction.

23 Another one of the
24 incentives. And again, these are in no
25 particular order. We've had some

1 success in a few of our neighborhoods
2 with a neighborhood parking sticker
3 program. And one of the thought
4 process was this, in talking to the
5 chief and council, is to identify
6 vehicles that are city residents and a
7 street --- a parking sticker system
8 would be good for the whole city. They
9 would be color coded based on the
10 neighborhood that you live in. But
11 because you live in Moxham, doesn't
12 mean that you can't park in the West
13 End.

14 This will help us
15 identify transient vehicles. And we
16 have had on occasion where bad actors
17 have used stolen vehicles or vehicles
18 that aren't from the city, committed
19 some type of offense and left that
20 vehicle then abandoned along a roadway.
21 With a parking sticker program, it
22 would give another tool in our toolbox
23 to police officers as they're driving
24 by that they see a sticker on the rear
25 view mirror or on the windshield of the

1 car, whatever the case might be,
2 they'll know that it's a city vehicle
3 and not an out of city vehicle.
4 Doesn't mean they're not going to be
5 still diligent to that, but they can
6 take one more step out of the program.
7 So we're looking at taking that.

8 There would also be a
9 situation where if you had somebody
10 visiting you from out of town, that you
11 could get a guest pass or visitors
12 badge that they could use on their
13 vehicles while they're parking,
14 visiting whoever they may be. We do
15 have a lot of abandoned vehicles.
16 We've been identifying those as you
17 know from previous conversations. We
18 have an initiative started to remove
19 banned vehicles, starting with the ones
20 that are on the streets and then going
21 on to private property with the right
22 notifications that need to be done. So
23 we're looking at that.

24 Another one, and we've
25 combined some of these initiatives from

1 our first, because they do overlap, is
2 what we call a Violence Reduction Task
3 Force and a youth leadership program.
4 This task force would be made up of a
5 number of different organizations, not
6 the least of which is the Johnstown
7 Police, the District Attorney's Office,
8 the Attorney General's Office, the
9 Sheriff's Office, the school district,
10 Bishop McCourt, the United Neighborhood
11 Groups, faith leaders, mental health
12 providers, community health providers,
13 social service groups for adults and
14 children, and obviously representatives
15 from our youth.

16 We have had a couple
17 interactions already with some of our
18 youth leadership in the Greater
19 Johnstown School District. And we had
20 some pretty good results and some good
21 input from those young men and women
22 and we hope to get that word out and
23 make that program even bigger.

24 We're also looking at
25 bringing in what we call influencers

1 into the fray. People who have seen
2 some of these problems already, you
3 know, have experienced some of these
4 problems. They just got older, but
5 they can they can relate to the youth
6 of our community and say, look, here's
7 the path you're going down. May not be
8 what you want to do, but here's some
9 alternatives that you can find that are
10 out there.

11 The other thing with this
12 task force, it would avoid duplication
13 of service. One of the things that
14 we've been able to find out, you know,
15 in our research and looking around,
16 there's a lot of very similar programs
17 that are going on right now in the
18 community. We need to corral those
19 resources and we need to make those
20 resources better. We need to make them
21 more succinct and more pinpoint to get
22 to our youth.

23 Another one of our
24 initiatives is what we call community
25 safe walks program. These would be

1 regularly scheduled and maybe even non-
2 scheduled walks and talk programs
3 through the neighborhood, which would
4 be inclusive of elected officials,
5 inclusive of appointed officials, law
6 enforcement, fire department, public
7 works, where we would get out to each
8 one of the neighborhoods, have a
9 scheduled walk. People want to come
10 out and talk to us, air their problems.
11 They will talk to us privately. We
12 hope that we give a better sense of
13 community ownership and develop those
14 relationships that we might not have
15 with our staff, namely the police
16 department, but all of us with our
17 neighborhood folks. So we're just not
18 names, you know, in a directory. And
19 people know who they can talk to and,
20 you know, come to if they have
21 problems.

22 We're also looking at the
23 possibility of some block parties, some
24 youth fairs that we could run into the
25 neighborhoods and also bring in some of

1 our county and state elected officials,
2 you know, just to be able to identify
3 what resources are available to people.
4 One of the things that we find out
5 quite frequently when somebody comes to
6 city hall, they don't know that we have
7 a program and that's a communications
8 gap. And we're working --- as the
9 chief said, we're working to make that
10 better. They don't know that we have
11 these programs that they can avail
12 themselves of. And we need to make
13 that --- we need to make them know that
14 those things are out there for them.
15 Because a lot of chances are they don't
16 recognize that there's programs already
17 out there in the community that they
18 can turn to.

19 Our next one, we
20 combined, it's our code enforcement,
21 neighborhood revitalization and
22 economic development. We've already
23 turned up some of the heat with codes.
24 As you know, we're moving to do code
25 sweeps throughout the city. One of the

1 difficulties we have with that is once
2 we do a sweep, what do we do then?
3 Because we have a jammed court system
4 through nobody's fault. But getting
5 those things through the court
6 sometimes can take a little bit of
7 time. So we're looking at ways to find
8 other initiatives.

9 One of the programs that
10 we're looking at is a program that the
11 City of Pittsburgh does. It's called a
12 clean and lien initiative where we will
13 actually go onto that property with
14 proper notice if it's legal to do that,
15 clean that property and then lien that
16 property.

17 One of the things that we
18 need to recognize is once we take that
19 violation away by either cleaning it,
20 cutting the grass, that violation goes
21 away until it may occur again.

22 Give you a good example
23 of some of the initiatives that have
24 already gone on. The dumpster program
25 that we just finished up for the month

1 of April. Last year the citizens and
2 the residents contributed very greatly
3 to cleaning up the city. Last year we
4 did 16 dumpsters that we hauled out of
5 the city. This year we did 34. So
6 that program is expanding and we hope
7 to even expand it more, using our own
8 internal resources to sweep the streets
9 with our garbage truck and pick up a
10 lot more trash and garbage is out
11 there.

12 We're also working with
13 our community development group to
14 remodel, fix up homes and make those
15 habitable for folks that are out
16 there. They're in the process of
17 identifying structures. That funding
18 stream is going to be coming through as
19 we move forward.

20 We're also looking at
21 neighborhood revitalization, what we
22 need to do for better infrastructure.
23 I already mentioned about the lighting.
24 We're also looking about sidewalks.
25 And you've heard already about our

1 camera initiative that we're putting
2 forward to go out there.

3 We have a new KOZ program
4 that was brought into Cambria County.
5 We're also looking at a federal
6 Opportunity Zone program. We just had
7 a meeting about that on Friday that
8 will allow developers to come in. I
9 won't get into all the details of the
10 KOZs, but if you're a developer or
11 contractor or even a private owner that
12 wants to take advantage of that KOZ
13 program, please reach out to us because
14 there's some pretty good tax advantages
15 that are out there for people who do
16 that type of development. And it's
17 well worth having that conversation to
18 see what be out there.

19 We're also looking at
20 workforce development, working with our
21 schools, our secondary, our secondary
22 schools, our post-secondary schools, a
23 train and gain program, as we like to
24 call it, where we could do educational
25 incentives for post-secondary education

1 or college and vocational training.
2 We're looking at how we can make that
3 maybe more affordable for young people
4 who want to take advantage of that
5 program to get into higher level or
6 vocational training that we could do.
7 We're talking to the state Department
8 of Labor with some possible initiatives
9 on that level.

10 Another program that
11 we're looking at is what we call our
12 youth Opportunity program. This goes
13 back to one of the other ones that I
14 mentioned to you, where we make
15 available program programs for
16 employment for the youth during the
17 summer. We can bring them in. One of
18 the things that we have with the city,
19 as you're well aware of, we have a lot
20 of vacant lots that need to be tended
21 to. And if we can do some type of
22 program where we can bring our youth in
23 with summer jobs to take care of those
24 lots, again, another win/win. They can
25 do that for income. We also tie them

1 in with mentors, with apprenticeships
2 to, to some of the labor unions that
3 are out there to move them on to better
4 careers, moving on and keeping them in
5 the area.

6 We're looking at that one
7 again, the community, the youth
8 program, the training program. We need
9 help from the public. One of the notes
10 that I had that I wanted to make
11 mention earlier was we need folks to
12 identify children and youth who are at
13 risks. So, you know, reach out and
14 say, look, I have a young person here
15 that needs some help, that needs some
16 direction. What kind of program can we
17 get them into? You know, and then
18 we'll try and identify them. We'll
19 hook them up with somebody who can do
20 some counseling for them and point them
21 in the right direction, that this
22 program may be better for this person
23 because of their circumstances versus
24 this program. But the problem is we
25 need to know. We can't operate in a

1 vacuum. So if we recognize that youth
2 out there who are at risk, please let
3 us know that, you know, and we'll do
4 what we need to do to intercept that
5 bad behavior before it starts and make
6 sure they get pointed in the right
7 path.

8 One of the nice things
9 about that program, as those folks get
10 older, they can pass it on to the next
11 generation. A pay it forward type of
12 program, if you want to call it that.

13 And the last one that
14 we'll have is a recreation and safe
15 space program. And this is going to be
16 enhancement of our programs. Working
17 with our recreation folks, our
18 recreation director, and some of the
19 other groups that are out there that
20 take care of some of our programs, not
21 only to enhance but to invigorate and
22 expand our recreational activities for
23 the youth.

24 We identified peak times,
25 peak times of the year, peak times of

1 the day even when we need to have these
2 programs available for youth to get out
3 there, to open up different
4 opportunities for them and possibly
5 even work with them on some type of
6 technological programs that we can move
7 forward while creating safe spaces for
8 them to learn some trades.

9 But again, these are all
10 initiatives. There's more out there
11 that we're looking at. We're looking
12 at other cities. One of the ones, and
13 Mike and I had this conversation last
14 night. We were at the office, 10
15 o'clock, we were at the office last
16 night, and we were looking at some of
17 the programs that Youngstown, Ohio
18 does, and they have some pretty
19 successful programs out there.

20 We're also in
21 conversations with the folks in
22 Philadelphia and some other areas of
23 the state to see what's going on.
24 They're finding some success and
25 there's nothing saying that we can't

1 emulate those programs that are
2 happening, but we are moving forward,
3 forward in a proactive manner. Again,
4 there's a lot of logistics. There's a
5 lot of things that we need to do from a
6 legal standpoint. There's a lot of
7 things that we need to do from a
8 funding standpoint. But we'll pluck
9 whatever we can pluck and move the
10 program forward. But with that said,
11 I'll turn it back over. Mayor.

12 MAYOR:

13 Thank you, Mr.
14 Martynuska. At this time, we will have
15 public comment. When we call you up,
16 would you please come to the podium?
17 You have three minutes and you will be
18 timed. State your name, your address,
19 and please spell your name for the
20 stenographer. And then you will have
21 three minutes after that to make your
22 comments.

23 At this time, we're
24 calling Trish Fyock.

25 MS. FYOCK:

1 My name is Trish Fyock.
2 That's T-R-I-S-H F-Y-O-C-K and I live
3 in the City of Johnstown. I've been a
4 proud resident of this city for 23
5 years, and I love this city like you.
6 And I just want to say that I commend
7 you all for doing this. This is what
8 we need. This is part of the healing
9 because there is so much
10 miscommunication. And this just feels
11 healing to me to just be here to hear
12 all of the great things that are
13 planned for this city. It's so
14 encouraging.

15 And the young people that
16 are our future. And you sharing the
17 real data of what's happening really
18 clears so much up. And I hope that it
19 can happen more on a regular basis that
20 the people get to really hear what's
21 happening.

22 You know, my husband and
23 I sold real estate and we worked up in
24 Richland a couple years ago, and we
25 actually had people in our office that

1 were afraid to come into the city. We
2 were shocked, my husband and I, but
3 they were actually afraid. They were
4 agents that really didn't want to come
5 down in the city because there is such
6 a picture somehow. It's like it's all
7 of the negative things are what people
8 hear and they don't hear the positive
9 things.

10 And I tell everybody I
11 lived on my street --- we've lived on
12 our street for 23 years. The only
13 problem we ever had is some people left
14 the car doors open and people got in
15 their cars and took change and some
16 things. But we've never had any bad
17 crime. And I love our street. We have
18 great neighbors. You know, everyone
19 pretty much gets along. And there's so
20 many streets like that. So many places
21 in the city that are like that and
22 they're so great. We've never had
23 problems. And that is just not being
24 seen. And we somehow have to really
25 work hard on changing our image because

1 it's just so tarnished. And it's very
2 sad because it's a great place to live.

3 So I just want to say
4 thank you. I commend you. I hope you
5 do this again. I hope that our
6 communication can be more open. So
7 that's all I have to say.

8 Oh, one other thing.
9 Please, everybody visit the Cat Cafe
10 because it's a great addition to our
11 city and I hope everybody supports it.
12 And so that's it. Thank you.

13 MAYOR:

14 Thank you, Ms. Fyock.

15 Next we will have Mr.
16 Eugene Dell Jr., please.

17 MR. DELL:

18 Hello.

19 MAYOR:

20 Mr. Dell. Mr. Dell, is
21 your last name spelled D-E-L-L?

22 MR. DELL:

23 I'm sorry, I can't hear
24 you.

25 MAYOR:

1 D-E-L-L. That is the
2 spelling of your last name.

3 MR. DELL:

4 I'm just getting an echo
5 once you speak into them.

6 MAYOR:

7 Okay. All right. That's
8 okay. That's right. That's all right.
9 Go ahead.

10 MR. DELL:

11 My hearing is not real.

12 MAYOR:

13 Well, all right. It's
14 okay.

15 MR. DELL:

16 My name is Eugene Dell.
17 Oh, okay. I passed out cards to you
18 before. My government knows what I am
19 thinking. This would be great used for
20 public use. You know, it'd be
21 deteriorating of crime. They could
22 tell what you were thinking. I know
23 this is very large and you know, this
24 is just Johnstown, but, you know,
25 should be used everywhere. So it would

1 be great for crime prevention.

2 And also the judiciary
3 system was something like this. You
4 know, in a way it's a joke compared to,
5 you know, having a truth teller and be
6 able to eliminate a lot of the garbage
7 in the court system. You know, my
8 lawyer could beat your lawyer and so
9 forth, you know. So, you know, I
10 informed almost all you people. You
11 know, I know you to see you. But
12 that's all I wanted to say is, you
13 know, it should be out for public use
14 and it would help deteriorate crime.

15 MAYOR:

16 Thank you, Mr. Dell.

17 MR. DELL:

18 Thank you.

19 MAYOR:

20 Okay.

21 Mr. Brian Vuletich,
22 please, please spell your name.

23 MR. VULETICH:

24 Brian Vuletich, B-R-I-A-N
25 V-U-L-E-T-I-C-H. And I live on Walnut

1 Street, Lincoln Lee. Anything else?

2 Anyhow, the reason that
3 I'm here, I have a little bit of a
4 background. I have retired, so I
5 didn't even think I should even be
6 here. But I, like the other people,
7 love Johnstown. I lived here basically
8 all my life. And I see some great
9 things and I see some bad things. The
10 first thing is we have the greatest
11 police force around. So let's commend
12 the police force for what they're
13 doing.

14 My expertise going back a
15 number of years is twofold that I'd
16 like to talk about. First, I was the
17 past chairman of Johnstown Housing
18 Authority Board of Directors. I am
19 asking that we address the housing
20 issue in Johnstown. I'm not
21 necessarily saying it has to be HUD.
22 HUD's part of it, but we also have a
23 landlord group as well.

24 Everybody says, oh, it's
25 fine, it's fine. Something's happening

1 here, that people are coming from
2 Philadelphia, New York, New Jersey.
3 Why? What are --- what is our
4 attraction here? I mean, I know it's a
5 beautiful city, but they're surely not
6 dealing --- if you looked and you
7 Google Philadelphia, on the Tribune
8 Democrat, five stories pop up in the
9 last month, but this one was stopped on
10 219. This one was here, this one was
11 there.

12 We've got to address the
13 housing situation. I don't think today
14 is the proper --- but I'd like to see
15 us have a second meeting on the housing
16 where we could look at it. When I was
17 chairman of the Housing Authority, we
18 had 345 Section 8 vouchers. Today I
19 read in the paper there's 969 and
20 there's 1,600 people on the waiting
21 list. That is just phenomenal to me.
22 Something has to be done there.

23 We've got the police
24 force doing their job. Now what can we
25 do with the housing situation? I think

1 that we need to at least look at better
2 background checks. We got to look at
3 things that we. For example, for when
4 I was there, I wanted him to do ---.

5 MAYOR:

6 Mr. Vuletich, you have 30
7 seconds.

8 MR. VULETICH:

9 Thirty (30) seconds?

10 MAYOR:

11 Yes, sir.

12 MR. VULETICH:

13 Oh, okay. I didn't know
14 I was on a time lap. Okay. Well,
15 anyhow, then that's my point. I think
16 we can all work together, but I think
17 part of the crux --- and I'm going to
18 finish with this. I just started
19 substitute teaching in Johnstown and
20 the Philadelphia, New York, New Jersey
21 is incredible over at Johnstown, and
22 those teachers should be commended for
23 everything they've done. But thank you
24 for the opportunity. Appreciate it.

25 MAYOR:

1 Thank you, Mr. Vuletich.
2 At this time we will call Mr. Anthony,
3 sorry, is it Cromer?

4 MR. CROMER:

5 Cromer (corrects
6 pronunciation).

7 MAYOR:

8 Cromer, please.

9 MR. KRAMER:

10 Anthony James Cromer.
11 310 Conway Court, Prospect Community.

12 MAYOR:

13 Spell your last name,
14 please.

15 MR. CROMER:

16 C-R-O-M-E-R.

17 MAYOR:

18 Thank you.

19 MR. CROMER:

20 As y'all know, I'm the
21 victim in the Moxham shooting last year
22 on May 7th. Ever since then, I've been
23 dealing with like non sleep, no sleep
24 at all. I've been contacting Britton
25 about, you know, getting this stuff

1 with the shootings, asking him, what's
2 the problem? You know, we all asking
3 each other questions. They can't stop
4 this on their own. You know, I'm
5 saying a lot of people all on social
6 media do it every day. Blame it on
7 Britton. Blame it on Britton. He's
8 one man. Blaming it on you, Mayor
9 King. You're one woman. You can't ---
10 like he said, you can't just stop the
11 crime.

12 Like we --- if we don't
13 work together and we don't all just
14 come together, then it's going to blow
15 up, it's going to get worse. And if a
16 lot of people notice, in the '90s,
17 there's a cop episode on Cops where
18 people bring in from Pittsburgh,
19 bringing it to Johnstown. So it don't
20 matter if it's from Philadelphia. I'm
21 from Philadelphia. I've been here
22 since I was 28 years old and I'm 42 and
23 I could sit in my house and just think,
24 oh, I'm just a victim of a shooting. I
25 ain't got to care about nothing. But

1 I've been sitting here trying to fight
2 against these shootings and putting it
3 on social media and fighting for the
4 longest.

5 And a lot of people here
6 know me. They'll tell you I'm fighting
7 this on social media. It's starting to
8 bother me. I lose sleep. Not just
9 because I got shot. I could care less.
10 I don't have the haunting, the
11 flashbacks, I don't care. I'm on a
12 mission to stop these shootings here.

13 It's different people
14 here that's causing these shootings.
15 It don't matter where you from,
16 somebody could come out their door that
17 was born in Johnstown and shoot
18 somebody. I seen it done.

19 I spent every single day
20 on social media out here. I spent
21 every single day working with ---
22 trying to work with people, trying to
23 get it right along done where I could
24 go around and point some faces out, get
25 some stuff done to get some people

1 aware, get some people --- I had worked
2 with the warden at the prison. He
3 wants me to start gun violence classes
4 up there.

5 So I asked --- I've been
6 begging y'all for the last few meetings
7 to, like, work with me, work with me.
8 I got some big stars that want to come
9 to Johnstown, but they scared. They
10 like, no, all of these shootings, we
11 can't even --- we don't even want to
12 come here.

13 I'm not sitting here
14 getting upset over my shooting. I
15 could care less. It's bothering me
16 seeing these shootings every day.
17 Every week is always something. It
18 made people not want to watch the news.
19 I ask people every day, did you see the
20 news for this or that? You know to see
21 the city council had a good meeting,
22 and you know what the outcome was.
23 Some new development coming and stuff.
24 They don't even want to watch it
25 because it's nothing but shooting.

1 They all know that.

2 Y'all know that ---.

3 MAYOR:

4 You have 30 seconds.

5 MR. CROMER:

6 Yes, ma'am. The people
7 is crying out. And I'm willing to be
8 that middleman for the people. I have
9 nothing against none of y'all. I want
10 all this stuff with back and forth to
11 stop. Let's network together. If
12 everybody believe in God, let's believe
13 in God together and work.

14 MAYOR:

15 Thank you. Mr. Joseph
16 Warfield --- Warhol, I'm sorry.

17 MR. WARHUL:

18 My name is Joe Warhol. I
19 live over in Moxham, 44 Clover Street,
20 W-A-R-H-U-L. My whole reason for being
21 here is, as you all know by now, that
22 violence has reached over onto my
23 property. I mean, the chief of police
24 actually is chasing a crack dealer
25 through my yard. We've had bullets hit

1 the house.

2 I wish I could provide
3 some kind of answers. I'm a
4 construction worker. I'm more likely
5 to fix your concrete than to fix your
6 violence problem. I do know that
7 social media at Johnstown has become
8 crap, you all from the media included.
9 When it's blamed on the blacks or
10 Philly with a hard R, take it down off
11 your damn pages because it's
12 disgusting. And I can't believe I've
13 had to stand here and tell you that.
14 There's enough goofy pages in town to
15 attack everybody. I mean, this week,
16 the villains of Johnstown are Sam
17 Barber, Sylvia King, and Rachel Allen,
18 like kids are getting up a gang. It's
19 goofy on revitalized Johnstown. You
20 should watch, my wife showed me some
21 videos this week that we're a clown
22 show.

23 But needless to say
24 there's plenty we could do about some
25 of this violence. We know that there's

1 certain areas of violence where it
2 happens. I've reached out to all of
3 you. Four of you got back to me. It
4 would have been a nicer number to know
5 that something's being done. And I'm
6 sure there is. I know the chief's
7 doing things. I know the mayor's doing
8 things. I know you're working hard.

9 But it's little things.
10 Cars parked on sidewalks all over
11 Moxham. Start ticketing them. I see
12 street cleaners, police officers ride
13 by them and not ticket them. I see
14 yards that I have to continue to call
15 that need cut and recut and recut. I
16 shouldn't have to keep recalling. You
17 all know grass grows as a high every
18 week just like I do. There's no reason
19 for a citizen to be that involved in
20 it.

21 If you start getting the
22 little things, you'll be able to stop
23 some of these big things. You are
24 allowing it to spiral into something
25 bigger. When an area looks like hell,

1 people are going to act like they're in
2 hell. And that's what's going on
3 around a lot of town. It needs cleaned
4 up. You need to figure out a way to
5 start enforcing all the little crimes.
6 People don't speed through Ferndale, my
7 wife tells me, because they pull you
8 over if you're going over 25 miles an
9 hour consistently. So you learn from
10 learned behavior not to do it.

11 So when officers, any of
12 you start seeing code violations, yard
13 violations, people illegally feeding
14 cats, it seems small. These are all
15 rules and laws. And when you just keep
16 getting giving that inch, eventually
17 you're going to have people shooting
18 each other in the streets and acting
19 fool. I just really wish you would
20 start everything, treat everything as
21 it's a capital crime and start really
22 cracking down on stuff. It would make
23 my neighborhood a hell of a lot safer.
24 Thank you.

25 MAYOR:

1 Thank you, Mr. Warhul.
2 Dustin Greene, please.

3 MR. GREENE:

4 Dustin Green, D-U-S-T-I-N
5 G-R-E-E-N-E, 312 Chestnut Street.
6 Before my remarks, I want to let
7 everybody know it's ironic that it's
8 4:39 p.m. I have officially missed the
9 last bus out of here to go to any
10 neighborhood in this district. It's
11 part of my speech. Woodvale, actually
12 no bus to get there after this meeting
13 you have to walk 39 minutes. Moxham,
14 4:38 p.m. I missed the bus, plus an 11
15 minute walk. West End 4:39 p.m. and
16 it's an 8 minute walk past that bus
17 stop. If you want to know why people
18 can't be here, that might be one of the
19 reasons.

20 The gentleman who spoke
21 about the Housing Authority, I suggest
22 that, you --- him and the rest of the
23 audience in the public attend the
24 Housing Authority meetings. Nobody's
25 ever there. I was just there last

1 month. They're on summer vacation, so
2 you can't join until September.

3 I'm here because I
4 believe Johnstown's public safety
5 conversation needs to become bigger
6 than police response alone. Violence
7 is real and it must be addressed. But
8 violence often is the final symptom of
9 pressure that has been building for a
10 long time. I want to be clear. I'm
11 not saying poverty causes violence.
12 I'm not saying a lack of transportation
13 causes violence. And I'm not saying
14 struggling people are dangerous. What
15 I'm saying is this, when people have no
16 money, no reliable way to get around,
17 unstable housing, limited access to
18 healthcare, and few places to go, every
19 conflict becomes heavier.

20 Chief of Police. These
21 are neighbors that can't get along.
22 That's what you said. This is where
23 joy comes in. When I say joy, I mean
24 Johnstown, opportunities and you, also
25 youth. Because public safety has to be

1 built around people, not just the
2 problems.

3 Our local survey that we
4 hosted in my venue showed that people
5 still do not know --- or know what
6 brings them joy. They named family,
7 friends, family, music, art, nature,
8 pets, helping others, warm meals and
9 quiet time. These are not luxuries.
10 These are basic human needs.

11 I ask these questions.
12 If someone cannot get to work,
13 counseling, court, a safe family
14 member's house, a youth program or
15 positive community event, how is that
16 helping? If people cannot have a safe
17 place to go, no mentor, no job, no
18 opportunity, no reason to feel proud of
19 where they be long, that is an issue.
20 If residents do not feel heard,
21 informed, or included in decisions that
22 are affecting their neighborhoods. I
23 feel that's an issue as well. I just
24 experienced it this week at the public
25 safety meeting.

1 Transport ---

2 transparency matters, and you know my
3 views on transparency. I'm asking the
4 city to consider a joy matrix for
5 public safety. What I said earlier,
6 Johnstown opportunities and you, your
7 future, your voice, your safety, your
8 dignity, and your way forward.

9 For every neighborhood
10 affected by violence, we should be
11 asking, where are the job pathways?
12 Where are the opportunities? How do
13 people get there? What housing, food,
14 health and transportation pressures
15 exist? What positive places are
16 available? What public information is
17 being shared and are residents being
18 heard?

19 Public safety is not just
20 what's happening after a shooting.
21 Public safety is a ride to work, a
22 position at a job, and a way to get
23 there.

24 MAYOR:

25 Dustin, you have 30

1 seconds.

2 MR. GREENE:

3 A safe community, a safe
4 space which was mentioned in your
5 remarks, Art, a warm meal,
6 transportation to a government process,
7 a neighbor that feels seen, and a city
8 where people have something to look
9 forward to. That's a big one.
10 Johnstown needs enforcement, yes, but
11 also Johnstown needs trust ---

12 MAYOR:

13 Thank you, Destin, for
14 your remarks.

15 MR. GREENE:

16 --- an opportunity and
17 dignity. 143 as always.

18 MAYOR:

19 Thank you. At this time,
20 I would just like to thank and
21 acknowledge Representative Rigby,
22 Commissioner Scott Hunt and Senator
23 Langerholc, I know was here, but had to
24 leave. I would like to acknowledge
25 your presence and say thank you for

1 being here and thank you for being with
2 us. It really does show your concern
3 and care for the city. So thank you
4 very much.

5 I would like to invite
6 everyone to our next City Council
7 meeting, which will be Wednesday, June
8 10th at 6:00 p.m. at our city Council
9 chambers. And also I would like to
10 inform you about an event that is going
11 to take place on Thursday, June 18, in
12 Moxham at 536 Grove Avenue, Christ
13 Center Community Church. Right out
14 front --- right out front of the church
15 is going to be a resource street fair.
16 And the reason why I'm really talking
17 about this is because this is one of
18 the initiatives that we've been talking
19 about.

20 A lot of our issues have
21 to do with our young people. And it
22 seems like at the age of 13, up to 30,
23 where we have an issue with young
24 people. So a lot of us have been
25 talking to people, meeting with people.

1 How can we help? How can we be a part
2 of the solution? What can we come up
3 with? And we started talking to our
4 barbers and our hairstylists, and guess
5 what? A lot of the young people go to
6 the barbershop or they go to get their
7 hair cut and they have an opportunity
8 to interact with those people.

9 So on the 18th, the
10 barbers will be there, the hairstylists
11 will be there, and we are going to give
12 free haircuts right on --- right on the
13 street, right on Grove Avenue. We're
14 going to have the barber chair set up.
15 And if ages 13 to 30, you can come get
16 a free haircut. We'll have free food.
17 And also there'll be nonprofit
18 organizations that'll be there that
19 have the resources that people could
20 utilize.

21 People talk about what we
22 don't have, but we have a lot of
23 resources in this community. If you
24 can --- the one girl, I like what she
25 said, she said, if you can Google

1 everything else, you can Google what
2 you need and you'll find the resource
3 that will pop up. So the community
4 resource fair will be there. Job
5 training, job availability. The Bureau
6 of Vital Statistics will be there as
7 well. And all this will take place on
8 Thursday, June 18th. We are doing our
9 best to make more partnerships so that
10 we can be able to expand the services
11 that are needed in our community. And
12 we just ask that you would just work
13 with us.

14 At this time, we will
15 adjourn the meeting. We thank you for
16 your participation. Thank you for
17 coming. God bless.

18
19
20 * * * * *

21 MEETING CONCLUDED AT 4:46 P.M.

22 * * * * *
23
24
25

CERTIFICATE

I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me or under my direction; and that this transcript is a true and accurate record to the best of my ability.

Dated the 7th day of July, 2026

Michael G. Sargent, CVR

Michael G. Sargent

Certified Verbatim

Reporter

JOHNSTOWN CITY COUNCIL
REGULAR MEETING MINUTES
Wednesday, July 8, 2026

The Greater Johnstown City Council met in a stated session for the general transaction of business. Mayor Sylvia King called the meeting to order at 6:01 p.m.

Reverend Horner, Franklin Street Church, offered the invocation. The Pledge of Allegiance was recited.

The following members of Council were present for roll call:

Mayor Sylvia King, Charles Arnone, Samuel Barber, Lorraine Brandon-Taylor, Nicolas Spinelli, Mike Hamacek

Taylor Clark was absent from the meeting.

Art Martynuska, City Manager; Aimee Willett, Solicitor; Jennifer Burkhart, Executive Secretary; Mark Britton, Chief of Police; Jim McCann, Fire Chief; Brandon Palmer, EADS; Tony Penna, Recreation & Community Events Director; John Rutledge, Economic Development Director; and Carmen Truscello, Public Works Director, were also present

PROCLAMATIONS, AWARDS, HONORS, RESOLUTIONS OF RECOGNITIONS

None.

PUBLIC COMMENT-AGENDA ITEMS ONLY

Charlene Stanton, 184 Sell Street, commented on Resolution 10787. She stated the resolution would be paying Johnstown Animal Welfare Society (JAWS) for trapping cats while permitting JAWS to keep the cats and then sell them. She noted many people are trapping cats without getting paid to just help cats. She also stated the City would be permitting JAWS to buy equipment. She felt it would be more cost effective for the City to purchase traps, loan the traps to residents, and provide TNR (Trap-Neuter-Release) vouchers. She questioned if the budget had been amended to fund the TNR program with JAWS. In addition, Ms. Stanton noted there was more to animal control than just TNR and cats. She stated there are loose dogs in the City attacking residents and other dogs. She specifically noted people were walking dogs in Roxbury Park despite an ordinance prohibiting dog walking. She added the fines for the ordinance were not being enforced. Ms. Stanton stated an animal control officer could be hired and paid for using the salary from the Assistant City Manager, which she stated the City did not need. She asked Council to

confirm or deny if there was still an Assistant City Manager. She encouraged Mr. Barber to make a motion to hire an animal control officer.

Mayor King thanked Ms. Stanton for her comments.

Laurel Huchel, 401 Park Avenue, shared remarks related to Resolution 10787. As president of JAWS, she thanked the City for taking the initial step to help JAWS host the initial TNR blitz. She reported residents in the blitz area were pleased to know cats near them would not be reproducing. She explained JAWS noted, while conducting the blitz, many kittens with health issues, adding JAWS tried to take in as many kittens as possible for treatment. She noted Ms. Stanton mentioned JAWS keeping cats. She explained JAWS does want the option to keep some cats for adoption purposes; however, it does not sell cats. There is an adoption fee charged to help defray the costs of vaccines and tests. Any cats kept through the blitz program would be adopted at a reduced fee. She noted JAWS did pay the City for one fixing with the last blitz to keep the cat. She noted the resolution would set up a system to designate the reduced adoption fee in exchange for JAWS keeping friendly cats.

Ms. Huchel noted JAWS is a 501c3 nonprofit and is not a big business. She summarized the proposed resolution, noting the agreement extended into the following year, allowing the City time to amend the budget as needed. She explained the program equipment mentioned included better, more human traps from Tomahawk, a portable air conditioner for the space cats were convalescing in, bowls which could be inserted into the traps, and special chemicals to clean areas where the cats were kept.

Ms. Huchel stated an animal control officer would be wonderful but futile without a municipal animal shelter. She added it would be nice to have someone doing enforcement, even on a part-time basis. She congratulated the City on taking the first steps to aid in the crisis. She mentioned the first blitz was a success, with all cats surviving surgery, being vaccinated and then returned to their neighborhoods.

Mr. Barber questioned the costs for TNR. Ms. Huchel noted the costs can vary but JAWS has a relationship with Allegheny Spay Neuter. The JAWS cost is \$55 per male plus \$10 for the rabies vaccine. The cost for a female is \$75 plus \$10 for the rabies vaccine.

Mr. Barber assumed there was also a cost to keep the cats. Ms. Huchel confirmed JAWS cannot guarantee they can catch 26 cats in one night, so it has to house

the cats for a few days prior to surgery. After surgery, male cats have to be kept for one day and female cats two to four days.

Mr. Spinelli asked if a July date had been scheduled. Ms. Huchel replied their veterinary partner has availability for July 20th if the Council votes favorably for the resolution.

Mr. Barber asked, if cats were trapped by other residents and bring the cats to JAWS, would the cats fall into the program with the City. Ms. Huchel explained JAWS is open to receiving new volunteers. JAWS is the keepers of the program as there is protocol to follow for each cat trapped. She noted Ms. Stanton was welcomed to volunteer with JAWS. She stated there was not a mechanism for members of the public to trap for the program without going through JAWS.

APPROVAL OF MINUTES

Mayor King requested a motion to approve the Workshop Meeting Minutes for February 4, 2026; Special Meeting Minutes for June 3, 2026; and Regular Meeting Minutes for June 10, 2026.

Mr. Arnone made a motion to approve the minutes. The motion was seconded by Mr. Spinelli and passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).

Nays: None (0).

Abstain: None (0).

REPORTS:

CITY MANAGER'S REPORT

Art Martynuska, City Manager, reported the City had gone live with the new parking system on Main Street and some of the side streets. He noted the old system would continue to be up and running for a few weeks before removing the meter heads. Mr. Martynuska explained the benefits of the new parking system. He noted there were 47 kiosks placed throughout the downtown area for phase one of the program. The kiosks still accept coins in addition to app payments. He explained, with the new kiosks, there is a new ticketing system. He noted, at the next meeting, he would be asking for approval of a new vehicle immobilization system called a Barnacle. The new system would be

easier than the old boot system and would attach via suction to a windshield. The resident would be able to pay the fine and receive a code to remove the device which can be returned to City Hall or one of two receptacles.

Regarding the Public Safety Building, he noted July 8, 2026 was the deadline for the bid opening. Only a few bids were received, and after speaking with legal, UpStreet, and PennBid, the deadline would be extended a few days to allow for any additional bids. He explained, in speaking with vendors, it seemed as if some were interested in the project but were being pulled in too many directions with other projects, particularly the Homer City Power Plant and the new AI data center.

Mr. Martynuska reported on a few CDs that came due for projects. The CDs were renewed renewal funding with a higher rate on the return than expected. He noted, with Council's permission, he intended to withhold some of the funds to match DCED funds for demolition. He explained there was a demolition list. To complete the entire list, a little over a million dollars was needed.

Mr. Martynuska commented on resolutions, noting there was one in the packet for street paving which is accomplished through liquid fuel funds. He noted discussions regarding how many additional streets could be paved. He also discussed lot cutting, noting three contractors were sent information regarding about 100 lots. He awaited quotes for initial cuts as well as maintenance cuts. He noted the City is also working on cutting down knotweed in various areas.

Mr. Arnone noted there had been pipe work done along part of the 200 block of Main Street. He asked if additional work was going to be done in the area as a temporary patch had been put in, but the area had not been paved. Mr. Martynuska stated he would look into the issue, and Mr. Truscello noted he would go down and take a look.

Mr. Spinelli asked if a notice had gone out to potential bidders regarding the extension of the deadline for the Public Safety Building. Mr. Martynuska stated there was a mechanism through PennBid; however, UpStreet had also reached out to potential bidders.

Mr. Spinelli asked if there was a timeline for the blight demolitions. Mr. Martynuska stated staff is currently working on the Act 90s. He also noted about 35 or 40 structures had been blue lined from the main list as needing to come down right away. Mr. Martynuska also explained there are environmental guidelines that need to be followed, including building proximity and time gaps between demolitions when the properties are close together.

MAYOR'S REPORT

Mayor King thanked everyone involved with the Street Resource Fair held in June. She noted there was another one tentatively planned for August 13th on Fairfield Avenue. She also noted the success of the Juneteenth event and the State of the City. She was pleased to attend the Gunter graduation ceremony. She was surprised and pleased to see the work being done in the community by volunteers through the program. She attended the boxing match and the 250th celebrations of America, noting the parade was great. She thanked the Johnstown Police Department for the bike giveaway. She also noted Families R Us was continuing with block parties. She attended the Ethnic Fest press conference where a new logo was revealed for the 39th year of the event. She noted August 4th is the National Night Out event. Mayor King commented the City is actively working with neighborhood groups, leaders, and the police department to help stimulate goodwill, kindness and to share resources.

SOLICITOR'S REPORT

Aimee Willett, Esquire, Solicitor, reported on Executive Sessions held since the June meeting. An Executive Session was held on June 10, 2026, to discuss personnel and litigation. There was an Executive Session on June 15, 2026, to discuss personnel. A third Executive Session was held on June 23, 2026, to discuss litigation and City security.

COUNCIL UPDATES/NEIGHBORHOOD LIAISONS

Mr. Hamacek reported the Planning Commission was looking into zoning to verify zoning was right in the right places. He also noted Kate Deater started on July 7, 2026, with the Planning Commission and would be a good asset. He reported on attending the State of the City and stated Mayor King and Mr. Martynuska did an excellent job reporting on the City.

Mr. Spinelli reported on his experience with the cat trapping blitz. He was there on multiple days to help trap and see where the cats were being housed at the Human Society. He added that much goes into the process. He stated, while the blitzes may not be a perfect solution, they are a step in the right direction. He also noted the efforts were interorganizational with the City, JAWS, the Humane Society, and Allegheny Spay and Neuter Clinic. He was happy to work to make the program better with any productive suggestions; however, he added the current model can at least be replicated at a reasonably cost-effective price. He commented on the impact of the program between neutering cats and getting kittens off of the streets before they are old enough

to reproduce. He noted having residents pick up traps at City Hall would likely not work on the scale of the current program.

Mayor King agreed with Mr. Spinelli's remarks, noting it was important to keep to one organization instead of multiple people trying to do the work.

Ms. Brandon-Taylor provided remarks on the resource fair held in Moxham in June. She noted many people came specifically for the resources; however, people stayed to experience the fair. She added it was nice to see kids playing in the yard and having the community come together. She also noted the haircuts were a phenomenal draw. She mentioned attending the boxing match.

Mr. Arnone provided updates from the Water Authority. He reported in June ten services were renewed, three mainline leaks repaired, 36 hydrants were flushed, 10,664 feet of sewer main was jetted, and 394 feet of mainline was inspected. He noted the five-month project on Chandler and Stone Avenues was completed with approximately 3,000 feet of mainline replaced and 65 new services added at no cost to customers. He also reported, as of the end of June, the system was 76.9 percent pressure tested.

Regarding the Johnstown Housing Authority, he reported the units were 97 percent occupied with 2,609 people across 1,360 apartments. Section 8 utilization was at 74 percent, and there were 910 people living in 409 units with Section 8. He emphasized no applications were being accepted for Section 8 due to insufficient funding. He also thanked Vision Together, 1889 Foundation, Safe Spaces, and all other organizations who helped with the community fairs. He shared JHA recently purchased two parcels in Coopersdale through the county tax auction. One lot had already been cleared, and JHA maintenance was working to clean up the other lot.

Mr. Arnone thanked the City for allowing the American Legion to lead the parade down Main Street, sharing it was the first time since World War II. He also noted the American Legion had completed restrooms on the second floor of their hall, which was open for use by any of the unions.

Mr. Barber commented the boxing match was a success. He also thought the parade and resource fair were phenomenal events.

Mayor King thanked Mr. Barber for coordinating the barbers for the resource fair.

PETITIONS:

None.

RESOLUTIONS

Resolution No. 10783

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING AN AMENDMENT TO THE REIMBURSEMENT AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK") AND THE CITY OF JOHNSTOWN INCREASING THE APPROVED AMOUNT OF THE FINAL COSTS THAT AMTRAK WILL REIMBURSE THE CITY IN CONNECTION WITH THE DESIGN, PERMITTING AND CONSTRUCTION OF ADDITIONAL IMPROVEMENTS TO SUPPORT AMTRAK'S STORMWATER NEEDS AT THE TRAIN STATION.

Mr. Arnone made a motion to approve the resolution. The motion was seconded by Mayor King.

Brandon Palmer, EADS explained the first reimbursement agreement was now five years old. EADS went through the permitting process to upsize a storm outfall on Walnut Street and Amtrak will be reimbursing the City for the project as they are tying in the stormwater infrastructure for the train station.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).

Nays: None (0).

Abstain: None (0).

Resolution No. 10784

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KUKURIN CONTRACTING INC. AWARDED THE CONSTRUCTION OF CONTRACT 2023-01 WALNUT STREET STORM SEWER REPLACEMENT PROJECT.

Mr. Arnone made a motion to approve the resolution. Mr. Hamacek seconded the motion.

Brandon Palmer, EADS, explained the resolution was for the outfall mentioned in the previous resolution. He noted the bid was open for 30 days, and four bids were

received. Kukurin had the lowest bid. He also noted the situation was unique as the river wall had to be bored through however all Army Corps clearances had been received. The Council discussed the bid received from Guyer Bros., noting it was much higher than the other bids.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).

Nays: None (0).

Abstain: None (0).

Resolution No. 10785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, EXONERATING AND/OR CORRECTING DELINQUENT TAXES FOR A PROPERTY LOCATED IN THE CITY OF JOHNSTOWN AND OWNED BY GREATER JOHNSTOWN WATER AUTHORITY, PURCHASED FROM JOHNSTOWN REDEVELOPMENT AUTHORITY ON OCTOBER 24, 2025.

Mr. Arnone made a motion to approve the resolution. Mayor King seconded the motion.

Ms. Willett explained the property in question was purchased by GJWA in 2025 from JRA. In the interim, a tax bill was issued even though the property was exempt. GJWA received a delinquent notice in 2026 and reached out to request exoneration. She recommended Council approve the resolution.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).

Nays: None (0).

Abstain: None (0).

Resolution No. 10786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, THAT THE CITY HEREBY APPROVES AN INTERGOVERNMENTAL AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT TO ESTABLISH THE RESPECTIVE RESPONSIBILITIES OF THE CITY AND THE SCHOOL

DISTRICT FOR THE INSTALLATION, OPERATION, MAINTENANCE,
REPAIR, REPLACEMENT, AND FUNDING OF A SCHOOL ZONE
TRAFFIC SIGNAL AND RELATED TRAFFIC CONTROL DEVICES AT
GREATER JOHNSTOWN MIDDLE SCHOOL.

Mr. Barber made a motion to approve the resolution. Mr. Arnone seconded the motion.

Mr. Martynuska explained the signal was for Garfield and the school district had assumed responsibility for putting in the light and taking care of it. Mr. Spinelli commented the school district just needed the permission of whomever owned the street.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).
Nays: None (0).
Abstain: None (0).

Resolution No. 10787

A RESOLUTION OF THE CITY OF JOHNSTOWN PENNSYLVANIA,
APPROVING A CONTRACT WITH JOHNSTOWN ANIMAL WELFARE
SOCIETY, INC. (JAWS) FOR THE TARGETED STRAY CAT TRAPPING,
STERILIZATION AND LIMITED TREATMENT SERVICES.

Mayor King made a motion to approve the resolution. Mr. Arnone seconded the motion.

Mr. Barber asked if it would be more cost effective to only neuter the male cats. Mr. Spinelli explained it is tough to identify the sex of the cat outside of the traps. He also noted sometimes, even upon inspection, it was difficult to determine the sex. He asked Ms. Huchel to confirm his explanation, which she did, adding even if you think all of the male cats in an area are sterilized, a female cat will find a way to get pregnant.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).
Nays: None (0).
Abstain: None (0).

Resolution No. 10788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH QUAKER SALES CORPORATION AWARDED CONTRACT 2026-01 MISCELLANEOUS PAVING PROJECT (WYNN AVE, LLOYD CT. GAUTIER ST, ALDERMAN ALLEY, ALMIRA ST, AGNES AVE, HILLCREST ST, GOOD ST.)

Mr. Arnone made a motion to approve the resolution. Mr. Barber seconded the motion.

Mr. Spinelli requested bid documentation be provided in the future even if there is only one bid.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli, Ms. Brandon-Taylor (6).

Nays: None (0).

Abstain: None (0).

Resolution No. 10789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, CONFIRMING APPOINTMENTS TO THE LOAN REVIEW COMMITTEE

Mr. Arnone made a motion to approve the resolution. Ms. Brandon-Taylor seconded the motion.

Mr. Martynuska stated the City solicited appointments for various committees and boards. Two people applied for the loan review committee and were vetted for qualifications. He noted, overall, a limited number of people submitted applications for the various committees and boards. The two people are Tony Kassander and Jasmin LaRue.

Ms. Brandon-Taylor asked what the qualifications were. Mr. Martynuska stated the qualifications vary by board and commission.

Mr. Spinelli asked if the committee planned to be more active, noting there were limited funds. Mayor King stated Mr. Rutledge would address the committee during his presentation.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor (6).

Nays: None. (0).

Abstain: None (0).

NEW BUSINESS

Mr. Martynuska shared information regarding the Big Boy steam locomotive passing through Johnstown on July 11. The Council discussed street closures and timing of the passage.

OLD BUSINESS

Mr. Martynuska reported he had requested a sit-down meeting with CamTran.

DEPARTMENT REPORTS:

POLICE DEPARTMENT

Mark Britton, Police Chief, reported, for June 2026, officers handled 3,048 dispatches for service. 30 people were taken into custody on outstanding warrants. One new officer, Mark Meek, was welcomed to JPD, bringing JPD to full staffing. An arrest was made after a short foot pursuit for the homicide of Frederick Myers, Jr.

Chief Britton reported, after extensive training, two JPD officers are certified drug recognition experts and four officers were sworn into the Cambria County DUI Task Force. The officers took part in the PSP organized "Operation Nighthawk" on June 12 and June 13, 2026, which prioritized the Johnstown area. Chief Britton also reported on saturation details focused on violent crime, illegal weapons, and narcotics. A search warrant was executed in the West End leading to the seizure of illegally possessed weapons and narcotics.

Chief Britton mentioned events with the JPD. In addition to the previously mentioned bike giveaway, JPD was involved with a Bless the Badge ceremony and the Juneteenth parade. Officers and the K9 unit participated in

the Middle Taylor Township 250th parade and a Touch-a-Truck event on June 27th. JPD was also preparing for the backpack project and National Night Out. He noted Captain Price contacted a number of other departments and organizations for National Night Out. He asked for dunk tank volunteers as he was dunked 74 times last year.

Chief Britton reported an officer was beginning training for large truck inspections. Traffic enforcement was being done within the Coopersdale area under a highway grant. In addition, JPD has been watching the crosswalk at Conemaugh hospital and issuing citations. He also commented on the street closures for the Big Boy train passing through.

Mayor King asked about the traffic accident in Moxham. She noted there is speeding in the neighborhood and also asked if the driver was 18 years old. Chief Britton stated the driver was 17, so his name would not be released. He elaborated on the accident, noting excessive speed was involved. Four people were injured in the vehicle, and they are waiting for alcohol testing to come back from the hospital.

Mr. Arnone commented Slammin' Sams had been closed.

Mr. Spinelli asked if there was an update on the Moxham substation. Chief Britton explained the logistics involved in a possible substation. He noted there have been extra patrols concentrated in the area. He confirmed the RiteAid building would not be a possible location.

Mayor King requested the new police officers be brought to the next City Council meeting for introductions.

Mr. Barber commented he likes seeing officers playing basketball when they have the chance. Chief Britton shared the officers who usually play with the community are currently on night shift.

Mr. Arnone responded to Mr. Spinelli's questions about the Moxham substation. He noted the substation was a part of the conversation, but there was no guarantee there would be one. He added the saturation of patrols has worked better than having building with someone sitting in it. Mr. Spinelli stated he was a big proponent of the saturation patrols but wanted to ensure due diligence was done regarding a substation. Mr. Martynuska noted the substation was always a possibility but staffing also needed to be considered.

Mr. Barber commented he would prefer to see the City have animal control officers and a place to house them.

Chief Britton noted applying for the Cops grant and awaited a response.

CODES

Mr. Martynuska reported the Codes Department entered 200 code violations into the Edmunds system in June. In June, there were 35 lien verifications, 20 rental inspections, and 15 follow-ups were closed. Shawn Stiffler and Jen Combs completed rental inspection training. He noted Council was provided with a property maintenance report from Laurel Municipal with updated court dates. He noted the Codes Department was now able to run criminal complaints in addition to civil complaints.

Mr. Martynuska pointed out a highlight from the Codes report is the list of building permits issued in June. He noted ten or 11 of the 38 permits issued were for solar panels. The total cost of the work for building permits is \$1.9 million. He explained the rest of the Codes report are the various violations as requested by Council.

Mr. Spinelli asked who was the head of the Codes Department. Mr. Martynuska stated he was currently the head, noting there were internal changes being discussed, and personnel issues could be discussed in Executive Session.

PUBLIC WORKS

Carmen Truscello, Public Works Director, provided a recap of his prepared report included in the Council packet. He noted work at Roxbury Park included replacing the office roof, installing new batting cages, removing poisonous plants on the hillside and starting the curb cut and sidewalks. He reported on the removal of knotweed in Hill Place and the start of knotweed removal in Prospect. He mentioned a street sweeper would be going through the area once the trimming was complete.

Mr. Truscello reported on various work completed throughout the City on inlets, street lights, steps on O'Connor and Saylor Street, weeds, and potholes. Yard waste was also picked up on request for residents. He explained work completed in the downtown area in preparation for the Fourth of July parade. He also noted the playgrounds were being cut each week along with common grounds owned by the City coming into and out of the City.

Mr. Truscello shared 14 public works employees had completed flagger training and would be certified for three years. Millings were spread along two miles of Honon Ave. The millings came from the gas companies work in the Moxham area, so they did not cost the City anything.

Regarding the handicap entrance to the Court House, he reported the first concrete pour for the walls would happen the following day followed by the base the following week. The election would be installing a disconnect box with two extra receptacles for Christmas lights.

Mr. Hamacek commented on the lights in Roxbury Park, noting he had been informed a lady fell about two weeks prior as it was hard to see. Mr. Truscello explained the existing lighting in the park but offered to investigate the situation. He requested Mr. Hamacek find out more information on where in the park the resident was when she fell.

FIRE DEPARTMENT

Jim McCann, Fire Chief, reported in May the Fire Department responded to 251 calls for service in addition to 42 additional activities which were non-emergency. No major fires were reported in June. He shared JFD took a big role in the 250 parade and fireworks. He commended JFD firefighters for taking their own time to volunteer for the event. He also noted JFD continues to assist the Codes Department rental inspections and training.

Chief McCann reported the new reporting system is up and running, largely thanks to Assistant Chief Boyle. JFD continues to partner with the Red Cross for smoke detectors and hands only CPR. He noted JFD is one of the only fire departments in the nation doing the hands only CPR training through the Red Cross. He shared JFD has been working hand in hand with JPD on events like the bike giveaway. He also reported JFD continues to do training and has partnered recently with the coroner's office for training.

Chief McCann reported on cooling centers which were opened up in partnership with local agencies. He noted the cooling centers were well attended and were currently discontinued as the temperatures had dropped; however, agencies were on-call to open again if needed. He explained work had been done over the late spring and summer to have a permanent warming shelter for the winter.

Chief McCann noted many certification classes were coming up, and the department is recognized throughout the Commonwealth as being highly certified. He shared JFD continues to do neighborhood walks. JFD has also been doing evening training at the facility on Oak Street and recently trained with the Department of Corrections Firebirds response team out of Somerset State Prison.

FINANCE

Mr. Martynuska recapped the finance report as Maher Duessel was unable to attend the meeting due to a company commitment. He noted the report was included in the packet for Council's review. He highlighted areas of the report, including tax collection, general fund expenditures, and debt service.

RECREATION

Tony Penna, Recreation & Community Events Director, reported on recreation projects around the City. He stated there were several events happening at Roxbury Park with concerns expressed about the softball field. He reported Mr. Truscello examined the field. New chain link or mesh would be ordered and installed at the end of the season. In addition, bumps in the field would be evened out to make the field feel safer for both Bishop McCourt and seniors who use the field.

He shared comments on the boxing event. There was a total profit of \$5,000. He thanked the City for their support. He noted Castle Boxing is a 501c3 nonprofit and all profits made go back into boxing. He explained the benefits and opportunities of having boxing available in the community. He shared there is another event tentatively planned for October 3 or 10, 2026. He reiterated thanks to everyone who assisted with the event.

Mr. Penna shared updates to Sargent's Stadium including advertising sales which will run starting September 1st through September 1, 2027. He explained his main current project is getting updated photos of all of the playground for a PowerPoint so Council would be able to see all of the work completed and have a full status update on the playgrounds. He also reported working on a massive plan for another City controlled facility in addition to facility updates at Sargent's Stadium.

Regarding the tennis courts at Roxbury Park, he noted the bid would be opening for the resurfacing as well as AAABA field updates. His final update was regarding potential concerts to be held at Sargent's Stadium. Pending seat renumbering and ensuring proper power, there is a potential concert pending for Labor Day weekend.

Mr. Hamacek asked who does the walkthrough of Sargent's Stadium at the close of the season before winter. Mr. Penna explained he usually does walkthroughs with Mr. Truscello and Mr. Martynuska. He also noted there is usually a walkthrough with the Mill Rats. Mr. Hamacek requested to also be involved.

Mr. Arnone commented on fryer maintenance at the concession stands. He noted the fryers were too expensive to replace so upkeep was important. Mr. Penna noted the Mill Rats were very opinionated during negotiations to keep the fryers open so the City worked with them. He stated the City would continue maintaining the fryers to ensure they were in good working order. Mr. Arnone noted there was a company out of Bedford which would pay for used oil for recycling.

COMMUNITY ECONOMIC AND DEVELOPMENT

John Rutledge, Economic Development Director, reviewed highlights from his report. He noted the pilot program helped DCED inspect houses that could not be repaired under the original CDBG program. He noted examining the CDBG program to see what adjustments can be made to assist more people with issues like furnaces, roofs, and hot water tanks. Regarding blighted properties, he was working with the list prepared by Mr. Martynuska.

Mr. Rutledge reported the Facade program was reaching the end, and DCED would be reapplying next year for the program. He shared the Farmer's Market was going great, and there had been a large influx of people at the market with resource information being publicized. He reported on heading to Harrisburg for a workshop to find out the amount of the next lead grant.

Mr. Rutledge commented there was a lot happening related to housing in the City including possibly property acquisition through the land bank for rehab. He shared information on the loan program. He noted there was only one application; however, a lot of money had been brought back into the program with contacting people with outstanding loans. He reviewed the loan programs and thought the City should keep with the job development one and look at ways to create grants and opportunities for businesses to come down to the City.

Regarding the loan review committee, he noted there was only the one application to review, and once the new members were on the committee, he would have a meeting with them to touch base regarding plans moving forward.

Mr. Spinelli asked if there was money available for loans. Mr. Rutledge confirmed there was money. Mr. Spinelli commented the problem seemed to be people not applying and asked if there were efforts underway to ask people to apply. Mr. Rutledge confirmed he has talked to businesses and people regarding loan opportunities, but many were looking for grants.

Mr. Rutledge also commented on demolition, noting he hoped to have bids put out in August and September. Mr. Hamacek asked how much money DCED had for demolitions. Mr. Rutledge confirmed there was approximately \$397,000, noting when he started the money was scattered all over and he has worked on cleanup. He understood everyone wants to see the properties torn down, but there had been much effort involved in creating the list, taking photos, and entering information into Edmunds. He noted Codes can also continue to add to the list.

HUMAN RESOURCES

None.

ENGINEER REPORT

None.

PUBLIC COMMENT: NON-AGENDA ITEM

Anthony Cromer, 310 Conway Court, commented he would volunteer for the dunk tank during National Night Out. He shared remarks on his efforts to work towards stopping gun violence. He was looking for grants to help pay for things like office space and travel. He touched on his work completed to date. Mr. Cromer also commented on a large pothole forming on Conway Court. He asked about getting fire extinguishers in Prospect.

Mr. Barber commented the street was owned by JHA, and they would have to take care of the pothole. He also noted the fire extinguishers would be the responsibility of JHA.

RECESS/ADJOURNMENT

The next regular meeting is scheduled for August 12, 2026, at 6:00 p.m.

The meeting adjourned at 7:54 p.m.

CITY OF JOHNSTOWN, PENNSYLVANIA
ORDINANCE NO. 5382

Bill 5 of 2026

Introduced in Council
August 12, 2026

Bill No. 19 of 1991 — By: Greater Johnstown — Introduced in
Committee — Council 6/12/1991

AN ORDINANCE AMENDING CHAPTER 1890 OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN REGARDING WEEDS, BY ORDINANCE 2029 FINALLY PASSED JUNE 26, 1933, AND AMENDED BY ORDINANCE 4915 FINALLY PASSED AUGUST 13, 2003 (SPECIFICALLY REPEALING ORDINANCE 2029), TO INCLUDE NUISANCES AND REVISE REMEDIES FOR VIOLATIONS.

BE IT ENACTED AND ORDAINED, by the Council of the City of Johnstown, Pennsylvania, and it is hereby enacted by the authority of same that:

SECTION 1890.01. WEEDS DEFINED-DEFINITIONS

- a. Weeds-As used in this chapter, weeds shall be defined as all grasses, annual plants and vegetation other than trees or shrubs, and all rank vegetable growth that throws off unpleasant and noxious odors, and high and rank vegetable growth that may conceal filthy deposits. This term shall not include cultivated flowers and gardens.
- b. Public Nuisance-Any act, thing, condition, or use of property which shall be of such a nature and shall continue for such length of time as to do any of the following:
 - 1. Substantially annoy, injure, or endanger the comfort, health or safety of the public;
 - 2. Unlawfully doing an act or failing to perform a duty, which act or omission endangers the health or safety of the public to include:
 - a. Accumulations of garbage in a manner in which flies, mosquitoes, disease-carrying insects, rodents or other vermin may breed or may reasonably be expected to breed;
 - b. Accumulations of refuse in a manner which flies, mosquitoes, disease-carrying insects, rodents or other vermin may breed or may reasonably be expected to breed. "Refuse" means all solid waste, including garbage, rubbish, debris, ashes, street cleanings, dead animals, abandoned or inoperable automobiles, abandoned or inoperable household appliances, or furniture not designed for or modified to withstand the elements and outdoor use, and other waste.

SECTION 1890.02. DECLARATION OF NUISANCE

The growth of weeds, accumulation of garbage, or the accumulation of rubbish, upon any premises within the City or upon a sidewalk abutting such premises is hereby declared a public nuisance, injurious to public health and the public interest.

SECTION 1890.03. MAXIMUM HEIGHT PROHIBITION

a. No owner, tenant or occupant of premises within the City shall allow or maintain any growth of weeds to the height of over eight inches on such premises or on the sidewalk abutting such premises.

b. No person shall permit, cause, maintain, or allow to be permitted, caused or maintained any public nuisance on any private or public property in the City of Johnstown.

SECTION 1890.04. NOTICE OF VIOLATION

No person shall fail to cut and destroy weeds exceeding eight inches in height, as set forth in Section 1890.03, within five days after the date of the receipt of a written notice to do so from the Bureau of Code Enforcement.

a. Upon determining that a nuisance exists, the Bureau of Code Enforcement or its designee shall cause a notice to be delivered to the owner and occupant of the property or upon the person causing or permitting the nuisance to exist. Said notice shall specifically describe the nuisance and shall direct the owner, occupant or person responsible to remove or abate the nuisance within five (5) days of the receipt or posing of the notice. Such notice shall contain the telephone number and name of the City employee who made the inspection and shall state that telephone inquiries may be made. If the owner, occupant or person cannot be located after reasonable inquiry then the posting of the notice on the property shall be sufficient. The notice shall likewise state that, unless the nuisance is abated or removed, the City may cause it to be removed and that the full cost thereof will be charged to the owner, occupant or person causing, permitting or maintaining the nuisance and that such cost shall be a lien on the real property where the nuisance was abated or removed. Such notice shall also state that the failure to remove or abate the nuisance shall be deemed an implied consent for the City to enter the property and remove or abate the nuisance. Such implied consent shall be deemed to form a contract between the owner, occupant or person and the City.

b. The person upon whom the notice to abate or remove a nuisance is served, the property owner, tenant or other person affected may appeal the determination of nuisance in writing to the Bureau of Code Enforcement. The appeal must be made within the time period to abate set forth in the notice. The City may extend the time for abatement, determine that a nuisance no longer exists or affirm that the nuisance must be abated. In the event that the nuisance is deemed an emergency, the appeal may be heard after the abatement of the nuisance by the City. In the event the Bureau of Code Enforcement determines that the appellant is not liable for costs, no lien or judicial action will be taken by the City.

SECTION 1890.05. ABATEMENT OF NUISANCE

Any condition caused or permitted to exist in violation of Section 1890.04 will be deemed a public nuisance and may be abated by the City with the cost of such abatement borne by the person or entity owning the property upon which such condition exists. Such cost will be collected for the use of the City as debts by law are collected or by a municipal claim or lien filed as provided by law. Each day that such condition continues shall be regarded as a separate offense.

SECTION 1890.06. VIOLATIONS.

a. Each day that such condition continues shall be regarded as a separate offense.

b. The provisions for remedying violations of this chapter are in addition to other remedies available for violations in the International Property Maintenance Code and other Codified Ordinances of the City, including seeking injunctive relief from a court of competent jurisdiction.

SECTION 1890.99. PENALTY. (EDITOR'S NOTE: See Section 202.99 for general code penalty if no specific penalty provided.)

Any person who violates this chapter shall, upon conviction thereof, be subject to a fine of not less than \$100 nor more than \$1,000 or imprisonment for a period not to exceed 90 days, or both, or penalties as set forth in Section 202.99.

SECTION 13. EFFECTIVE DATE

This Ordinance shall become effective seven (7) days after final passage.

PASSED FINALLY IN COUNCIL: _____, 2026

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5382 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor and or Dep. Mayor, Charles Arnone

Arturo Martynuska, City Manager and or Jennifer Burkhart, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
ORDINANCE NO. 5383

Bill 6 of 2026

Introduced in Council
August 12, 2026

Bill No. 19 of 1991 — By: Greater Johnstown — Introduced in
— Committee — Council 6/12/1991

**AN ORDINANCE AMENDING CHAPTER 236 TITLED DEPARTMENT OF FINANCE
OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN TO INCLUDE
4527 AND 4587 AND PROVIDING FOR STANDARDS FOR FEDERAL AWARDS.**

BE IT ENACTED AND ORDAINED, by the Council of the City of Johnstown, Pennsylvania, and it is hereby enacted by the authority of same that:

236.12. PURCHASING AGENT

- (a) Establishment. There is hereby created in the Department of Finance, a purchasing department hereinafter referred to as the purchasing agent who shall be accountable to the City Manager or designee of the City Manager ~~Director of Finance~~.
- (b) General Duties. The purchasing agent shall continually work to obtain the best possible prices without sacrificing needed quality, useability, and reliability for the goods and services acquired by the City. He or she shall also adhere to state contracting and purchasing laws applicable to the City and to federal laws and procedures governing purchasing related to federal programs operated by the City.
- (c) Exceptions to Purchasing Responsibilities. The purchasing agent shall be responsible for all purchases or leases of goods, materials, supplies and services obtained by the City of Johnstown with the following exceptions:
- 1) Construction Projects which are bid
 - 2) Insurance and Bonds
 - 3) Consultant Services
 - 4) Legal and Accounting Services
- (d) Assisting Department Heads. The purchasing agent shall assist the department heads responsible for the above acquisitions with the exception of legal and accounting services.
- (e) Sub granting of Funds. The sub-granting of state, federal, private-foundation, or similar funds passed through the City to other entities shall not ordinarily be judged "purchasing" in the meaning of this Ordinance.

- (f) Cooperating with Other City Agencies. The purchasing agent shall cooperate with all department heads and other officials of the City to obtain the goods and services needed at the best prices and to make certain federal, state, and foundation grant and program regulations and/or conditions are met.
- (g) Review Procedures. The purchasing agent shall continually review the needs of the City for various materials, supplies, parts, and services. He or she shall:
 - 1) Develop lists of items and probable quantities to be needed within the foreseeable future up to but usually not in excess of one year.
 - 2) Determine what items are being supplied by only one source and seek to obtain either generic substitutes or other equivalent items distributed by more suppliers or additional competitive suppliers.
 - 3) Maintain contact with vendors and keep informed about market conditions affecting availability and prices of materials, supplies, parts, and services used by the City.
 - 4) Develop and maintain clear and accurate specifications describing the goods and services in common or recurring usage by the City.
 - 5) Obtain quotations or bids for items needed.
 - 6) For certain items in recurring use by the City, obtain competitive quotations to remain firm for a designated period of time up to one year or until changes occur in the market conditions affecting those goods and services.
 - 7) Award purchase contracts to the vendor offering the lowest overall cost to the City for the items quoted or their equivalents in quality and function.
 - 8) Develop and maintain a computerized database covering goods and services in use by the City recording quantities, vendors, prices and other matters.
 - 9) Develop and maintain a purchased-order form system.
 - 10) Keep informed about intergovernmental purchasing opportunities of potential benefit to the City.
 - 11) Develop, implement, and oversee a system for verifying the receipt and quality of goods purchased pursuant to this Ordinance.
 - 12) Approve all purchase orders.
 - 13) Provide for purchases in emergency situations.

- 14) Identify needs to transfer funds among budget appropriation codes.

h. COMPETITION

- (1) All procurements except unsolicited proposals of Section i(6). and noncompetitive negotiation in Section i(7). shall be conducted in a manner providing full and open competition.
- (2) Neither the purchasing agent nor any other official or employee of the City shall communicate to particulars of any vendor's quotation, bid, or proposal directly or indirectly to any other vendor until after the purchase in question is made or the vendor is chosen. To further the objective of competition, the purchasing agent shall:
 - A. Not place unreasonable requirements on forms in order for them to qualify to do business.
 - B. Not require unnecessary experience and/or excessive bonding.
 - C. Discourage, expose, and avoid noncompetitive pricing practices between firms or companies.
 - D. Avoid noncompetitive awards to vendors that are on retainer contracts.
 - E. Avoid conflicts of interest.
 - F. Avoid specifying by "brand-name" product without allowing an "equal and equivalent" product to be offered.
 - G. Avoid any arbitrary action in the procurement process.

i. ALTERNATIVE PURCHASING METHODS

The purchasing agent shall make purchases on behalf of the City of Johnstown in one of the following methods:

- A. By competitive bids pursuant to the contract's provisions of the Pennsylvania Third Class City Code – Purdon's 53 Section 36901 et seq.
- B. By direct quotations for the item or items in question pursuant to this Ordinance.
 1. The purchasing agent may seek to obtain ad-hoc quotations from at least three vendors for goods or services needed by the City. Should two or more vendors decline to quote, the purchasing agent shall continue to contact vendors until the City has either received at least two quotations or the purchasing agent has concluded that further contact of potential vendors will be useless.

2. For direct quotes, the purchasing agent shall prepare a clear and accurate specification for the needed good or service and shall obtain the quotations in writing, in a personal meeting, or by telephone, from the potential vendors. When procuring a quotation by telephone or in a personal meeting, the purchasing agent shall record each vendor's firm name, name of the person making the quote, a detailed description of the item, the price, warranty, delivery information, and other matters.
- C. By intergovernmental cooperation with other local governments, a council of governments, the State of Pennsylvania, the Federal Government, or other public body which has utilized lawful procurement practices and is making the goods or services available to the City at a pro-rate cost or better.
- D. By obtaining the item or items through a purchase agreement from a designated preferred supplier.
1. When the City anticipates needing an unpredictable number of common-category items, the precise quantities and descriptions of which cannot be foretold (e.g. paints, lumber, electrical supplies, plumbing supplies, etc.) the purchasing agent may seek competitive proposals applicable to an entire inventory category supplied by such a general class of vendors. The said proposals would be in the form of a discount below the listed prices normally charged to the typically non-quantity customer for a states period of time or for a particular project. In considering this type of proposal, the purchasing agent shall consider:
 - a. The vendor's catalogs or pricing sheets which list prices normally charged in the category of goods.
 - b. The quotes percentage of discount from the catalog or pricing sheets to be allowed to the City by the vendor for its period in questions.
 - c. The general availability of the materials either in the vendor's immediate inventory or through other means of timely acquisition and distribution.
 2. The purchasing agent shall not commit the City to a preferred purchase arrangement if the anticipated total costs applicable to the category of the purchases is expected to exceed \$10,000 or more during the forthcoming 12-month period.
 3. The purchasing agent may choose a preferred vendor for a defined period of time up to one year and award all of the City's business pertaining to that category to the preferred vendor. The preferred vendor shall furnish all of the items in the category to the City unless:
 - a. The preferred vendor does not have a needed item or set of items in stock or cannot make a timely delivery to the City.

- b. The vendor's place of business is closed, and the item is needed immediately.
- c. There is a genuine emergency, and item is immediately needed, and it is infeasible to acquire the item from the preferred vendor.

E. ~~G.~~ —By designating a vendor to supply a manufacturer's line of goods or equivalent.

- 1. The purchasing agent may designate certain categories of goods used repeatedly by the City which are to be purchased from a successful vendor who has offered price quotations to remain in effect for stated periods of time or until market conditions change. Examples shall be such things as: oil filters, fan belts, spark plugs, tires, bolts or other fasteners, stationary, and janitorial supplies.
- 2. The purchasing agent may designate several representative sizes or types of such goods by a leading manufacturer's part or catalog number, but any quotations sought shall also seek other manufacturers' equivalents. "Equivalent" shall mean an item equal in size, function, warranty, and quality supplied by one manufacturer to that supplied by another. Approximate quantities of need will also be indicated.
- 3. When this method of purchasing is used, the purchasing agent shall acquire all of the category of goods from the vendor whose standing quotation including the discount affords the least overall cost to the City.

F. By unsolicited proposal.

- 1. To encourage vendors of goods and services to promote innovative improvements in the way the City operates, a vendor or potential vendor may submit an unsolicited proposal for an item, process, or technique which has never been used by the City.
- 2. After carefully reviewing an unsolicited proposal, the City may summarily accept it provided the acceptance does not violate any other City ordinance or state or federal law or regulation. Such a proposal must:
 - a. Be completely unsolicited by any officials or employee of the City
 - b. Provide for an innovation in City operations which is reasonably anticipated to lower costs, improve City services, or both.
- 3. Acceptance of any unsolicited proposal shall be reported immediately to the City Council in writing.

G. By noncompetitive negotiation.

1. "Noncompetitive negotiation" is procurement through solicitation of a proposal from only one source, or after solicitation has been attempted from a number of sources, competition is determined to be non-existent. Noncompetitive negotiation may be used when the award of a contract is infeasible under any other procurement method authorized under this Ordinance and would not violate 11 Pa. C.S. §11901.1-11901.2 ~~Purdon's 53-36901~~ et seq. or other applicable state or federal law or regulation.
2. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to any of the following:
 - a. The item is available only from a single source.
 - b. There is a public emergency, and urgency for the item or service will not permit a delay incident to any other more competitive purchasing procedure.
 - c. The Federal or State grantor agency authorizes noncompetitive negotiation in connection with a program administered by the City which is funded by the federal or state agency.
 - d. After solicitation of a number sources competition is determined to be non-existent or inadequate.

(2) A detailed master plan (or plans) has been developed for a set or sets of technological or equipment types and related software to be used by the City. Such plan or plans shall foster ease of maintenance, servicing, operation, training, the facilitation of spare-parts and related supplies, and standardize the equipment makes and types. The plan and its preparation shall be open to public scrutiny, and shall not be prepared by a vendor or agent for a vendor dealing in the equipment called for in the plan.

A separate plan may be applicable to the City's motorized fleet and equipment or sections thereof, computer and other automated data processing equipment, office equipment, radio transmitting and receiving equipment, and similar types of technology and equipment.

After being adopted by the Mayor, each such plan shall be submitted to the City Council.

Once a plan has been approved by the Mayor and has not been rejected by resolution of the City Council to be acted upon prior to or during the first regularly scheduled City Council meeting to occur after one month of its transmittal by the Mayor, the plan shall be presumed to be adopted and shall remain in effect until revised in the same manner as its original adoption.

(3) Except when mandated by State or Federal law or regulation, the purchasing agent shall have discretion to determine which category of purchase shall be utilized obtaining the various goods and services needed by the City.

j. Conflict of Interest

(1) No employee, officer or agent of the City of Johnstown or grantee or subgrantee of City funds shall participate in the selection or in the award or administration of a contract supported by City funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has financial or other interests in the firm selected for award.

(2) The City's officers, employees, or agents, including those of any grantees and subgrantees of City funds shall neither solicit nor accept anything of monetary or other value from contractors, potential contractors, vendors, potential vendors, or any entity whose officers or employees are using or hope to use City controlled funds. The above prohibition shall not apply to gifts of nominal value with the firm or vendor's name appearing thereon used in advertising the firm.

(3) Violation of the foregoing conflict of interest or gratuities standards by an officer, employee or agent shall result in one or more of the following disciplines:

- A. A written warning or reprimand.
- B. Suspension without pay for specified periods of time.
- C. Termination of employment.

(4) These provisions shall not be construed as impairing any civil or criminal action against the offending party, nor shall they be construed as relieving the offending party of any responsibility under federal or state law.

k. PUBLICATION AND OTHER NOTICE

(1) When required by federal or state law or regulation, the purchasing agent shall cause the required legal notice or other advertising to be published or otherwise posted or promulgated.

(2) If there is no mandated publication required by law, the purchasing agent may cause a notice to be published or otherwise promulgated if he or she has reason to believe such publication or notice will enhance competition and thereby reduce expenditures sufficiently to justify the cost of the notice.

(3) The purchasing agent may develop and use special forms of notice of the material and service needs of the City to include but not be limited to: a bulleting board, leaflets, computer-to-compute transmissions, media announcements of all sorts, and vendor solicitation lists for categories of goods or services.

l. PROTEST PROCEDURES

(1) The City of Johnstown will provide a hearing to any vendor or potential vendor or contractor or potential contractor which files a formal written protest alleging the City has erred in the administration of this Ordinance and the error has injured the protesting party.

(2) The hearing shall be conducted by the City Solicitor, Assistant City Solicitor, or by a hearing officer designated by the City Solicitor.

(3) The hearing may be formal or informal. The degree of formality shall be determined by the City Solicitor to be appropriate under the circumstances.

(4) If the hearing officer determines the City purchasing agent or other City official has erred, a recommended order shall be submitted in writing to the City official empowered to implement the order.

(5) If the City official refuses to implement the recommended order of the hearing officer, he or she shall answer the order in writing stating why the recommended order will not be implemented. If the order remains not implemented by action of the City administration after consultation with the City Solicitor, the matter shall be considered closed insofar as the City is concerned, and any further action by the aggrieved party shall be in the judicial system of the Commonwealth.

m. PERFORMANCE AUDIT

As part of the annual post audit done by an independent accounting and auditing firm, there shall be a performance audit of the administration of the purchasing program of the City which shall include, but not be limited to:

1. The following of the procedures defined in this Ordinance and other applicable law and regulations.
2. Any suggestions for administrative improvement.
3. Any suggestions for revisions to this Ordinance.

n. Relationship of Purchasing System to Accounting System.

The purchase order system shall be made to relate to the accounting system of the City. Prior to each purchase order or contract being finalized, the full amount of the order shall be encumbered against the appropriate budgetary account or accounts. After goods or services are received and the invoice is paid, the encumbrance shall be eliminated and the amount paid shall be included in the expenditures for the proper account or accounts.

o. Further Procedures and Regulations. To further the purposes of this section the Purchasing Agent may develop and communicate additional rules, policies, procedures, and forms not in conflict with this Code. These may include, but not be limited to, the following:

- (1) Delegation of authority to make certain purchases.
- (2) Level of authority for requisitions.
- (3) Leases.
- (4) Stocked materials.
- (5) Stocked materials budget. Inventory control:
 - A. Records
 - B. Receipts and Issues
 - C. Balances
- (6) Qualified vendor lists.
- (7) Requests for quotations and sealed bids.
- (8) Blanket purchase orders.
- (9) Emergency purchases.
- (10) Afterhours, weekend, and holiday purchases.
- (11) Requisition status and expediting.
- (12) Receipt of purchases, discrepancies.
- (13) Remedies for non-performance.
- (14) Sale of surplus materials.
- (15) Shipping materials.
- (16) Compliance with Federal and Pennsylvania Right-To-Know Laws.

p. PROCUREMENT STANDARDS UNDER FEDERAL AWARDS

The following procurement standards apply when procuring goods and services with federally awarded funds.

1. Conflicts of Interest No employee, officer, or agent of the City of Johnstown will participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated here in, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City of Johnstown must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of the City of Johnstown. Because of relationships with a parent company, affiliate, or subsidiary organization, the City of Johnstown is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization and will not procure with those organizations.

2. Procurement Under Federal Awards Procurement of goods and services whose costs are charged to Federal awards received by the City of Johnstown are subject to all of the specific purchasing policies of the organization. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

a. The City of Johnstown will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.

b. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

c. The City of Johnstown will consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

d. The City of Johnstown will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

e. The City of Johnstown will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the contract price

f. All procurement transactions will be conducted in a manner providing full and open competition. All prequalified lists of persons, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period.

g. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

h. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

i. A cost or price analysis will be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract

modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City of Johnstown will make independent estimates before receiving bids or proposals.

j. All procurement files will be made available for inspection upon request by a Federal awarding agency.

k. All contracts will require the contractor to certify in writing that it has not been suspended or disbarred from doing business with any Federal agency.

3. Method of Procurement The City of Johnstown will use one of the following methods of procurement:

a. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations of the non-Federal entity considers the price to be reasonable.

b. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

c. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price. All purchases in excess of \$10,000 shall be made by obtaining oral or written quotations from at least two responsible contractors. All purchases of at least \$25,000, but less than \$100,000, shall be made by obtaining written quotations from at least three responsible vendors. All purchases of \$100,000, or more shall be made by obtaining competitive proposals from at least three responsible vendors. Sealed bids shall be utilized when required by the Federal awarding agency. In order for sealed bidding to be feasible, the following conditions will be present:

1. A complete, adequate, and realistic specification or purchase description is available;

2. Two or more responsible bidders are willing and able to compete effectively for the business;

3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. All bids will be publicly opened at the time and place prescribed in the invitation for bids;

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

d. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. Competitive proposal procedures for qualifications-based procurement of architectural/ engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensations. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

e. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

4. After solicitation of a number of sources, competition is determined inadequate.

4. Suspension and Debarment The City of Johnstown will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The City Manager/Finance Director will review all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list. This list is available at – <https://www.sam.gov/>. If a match is found, the Public Works Director will be notified directly and the City Manager/Finance Director will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

5. Provisions Included in all Contracts It is the policy of the City of Johnstown to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and subawards:

a. Remedies: All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

b. Termination: All contracts in excess of \$10,000 shall contain suitable provisions for termination by the City of Johnstown, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

c. Equal Employment Opportunity: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by the City of Johnstown and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of the City of Johnstown to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned

upon the acceptance of the wage determination. The City of Johnstown shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. The City of Johnstown shall report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): [Where Applicable] All contracts awarded by the City of Johnstown in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City of Johnstown in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subawards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (E.O.s 12549 and 12689): For all contracts, the City of Johnstown shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For all contracts or subgrants of \$100,000 or more, the City of Johnstown shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, the City of Johnstown shall provide such

certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

6. Record Keeping and Access Requirements

a. The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53. The record keeping and access requirements extend to all third party contractors and their contracts as well as subrecipients and their subcontracts. This requirement will be included in all contracts when FTA funds are used or anticipated to be used.

b. All third party and subrecipient contracts and their subcontracts shall include the following:

1. Record Retention.

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period.

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records.

The Contractor agrees to provide sufficient access to City of Johnstown and FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. Access to the Sites of Performance.

The Contractor agrees to permit City of Johnstown and FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

236.13-236.21 and 236.99 are not affected by this Ordinance and shall remain as presently codified.

236.99 PENALTIES

Penalties for violations of this Ordinance are provided in Section 202.99 of the Codified Ordinance of the City of Johnstown.

SECTION 13 12. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 13. EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days after final passage.

PASSED FINALLY IN COUNCIL: , 2026

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5383 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor and or Dep. Mayor Charles Arnone

Arturo Martynuska, City Manager and or Jennifer Burkhart, City Clerk

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10790**

MOVED BY COUNCILPERSON: _____

**A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA,
RESOLVING LITIGATION WITH GIBSON-THOMAS LITIGATION DOCKETED AT 2024-5317 IN
THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY**

WHEREAS, Gibson-Thomas Engineering Co., Inc., (“Gibson-Thomas”) performed certain engineering work for the City in 2021; and

WHEREAS, certain disputes about the scope of work and invoicing arose between Gibson-Thomas and the City; and

WHEREAS, Gibson-Thomas initiated a lawsuit against the City in the Court of Common Pleas of Cambria County, Pennsylvania docketed at Case No. 2024-5317; and

WHEREAS, the Parties have agreed to amicably settle all disputes, entitlements, claims and lawsuits between them.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, TO RESOLVE LITIGATION WITH GIBSON-THOMAS ENGINEERING DOCKETED AT 2024-5317 IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY FOR THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500.00) DOLLARS.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10790 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor and or Charles Arnone, Deputy Mayor

Arturo Martynuska, City Manager and or Jennifer Burkhart, City Clerk

GENERAL FULL AND FINAL RELEASE

By this General Full and Final Release, in connection with the suit filed by Gibson-Thomas Engineering Co., Inc. ("Plaintiff"), against the City of Johnstown ("Defendant") in the Court of Common Pleas of Cambria County, Pennsylvania, at Docket No. 2024-5317 (the "Lawsuit"), alleging claims of breach of contract and unjust enrichment arising out of a dispute over engineering services relating to a certain request for proposals issued in 2018 (the "RFP") and unpaid invoices relating to said RFP (the "Invoices") and in consideration of the payments made by Defendant to Gibson-Thomas Engineering Co., Inc., as set forth herein, Plaintiff agrees as follows:

1. **Released Claims.** Gibson-Thomas Engineering Co., Inc., on behalf of the corporation, its owners, partners, members, managers, directors, officers, employees, successors, affiliates, parents, subsidiaries, agents, attorneys, assigns, and insurers, (collectively referred to herein as "Releasor" or "Plaintiff"), in consideration of the total sum of Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) Dollars by check payable to Gibson-Thomas Engineering Co., Inc., does hereby remise, release and forever fully and finally discharge the City of Johnstown, its elected officials, council members, supervisors, managers, directors, officers, employees, agents, attorneys, assigns, and insurers, from any and all claims, counterclaims, arbitrations, demands, actions, causes of action, lawsuits, including but not limited to the Lawsuit, sums of money, rent, penalties, liens, injunctive relief, obligations and liabilities of any kind or nature whatsoever, at law or in equity, known or unknown, direct or indirect, whether asserted or unasserted, including, but not limited to, all claims arising in contract or otherwise, claims for attorneys' fees except as otherwise provided in this Agreement, claims for punitive damages, claims for consequential damages and claims for special damages in any way relating to or arising out of the RFP or the Invoices.

2. **Payments.** Subject to the foregoing paragraphs and in consideration of the promises undertaken and releases given herein, within forty-five (45) days of the execution of this Agreement by Plaintiff, payment in total settlement of this matter will be made by check payable to Plaintiff as aforesaid.

3. **Tax Consequences.** The Released Parties make no representations regarding the tax consequences of this Agreement. Plaintiff agrees to bear all applicable tax liabilities and/or

consequences properly assessed against the corporation arising or resulting from this Agreement and agrees to defend, hold harmless and indemnify the Released Parties from said tax liabilities and/or consequences. Plaintiff shall provide an executed W-9 form.

4. **Complete Agreement.** This Release may be pled as a complete defense and bar to any claims Plaintiff may bring against the Releasees arising in any way from any claims asserted in the Lawsuit or that could have been asserted in the Lawsuit. Plaintiff expressly agrees that no additional payments will be made for Plaintiff's court costs, litigation expenses, or attorney fees.

5. **Confidentiality.** This Agreement and all discussions related to this Agreement, including but not limited to negotiations, offers, prior agreements, whether oral or written, and any and all other terms and conditions subject to this Agreement, shall be kept confidential from all persons and entities other than the parties to the litigation filed at 2024-5317. Plaintiff may disclose such information to 1) its employees and agents, 2) its financial, legal, tax and insurance advisors for the purposes of rendering professional advice or services, 3) to local, state, and federal tax agencies as required by law, and 4) if otherwise required by law or court order. In the event that any Party is required to bring an action or lawsuit or to enforce this Agreement, the language of this paragraph shall not apply to such action or lawsuit.

6. **Non-Admission.** This Agreement shall not in any way be construed as an admission by the Defendant or any other Released Parties of liability or wrongdoing with respect to Plaintiff or any other entity or person, or that Plaintiff had or has any rights whatsoever against the Defendant or the other Released Parties, nor shall this Agreement be admissible in any other proceeding as evidence of an admission of wrongdoing by the Defendant or any of the other proceeding as evidence of an admission of wrongdoing by the Defendant or any of the other Released Parties. Plaintiff understands that the Defendant specifically denies and disclaims any liability to, or any wrongful acts against Plaintiff and that the Defendant's insurance carriers are making the payments herein to avoid further costs of litigation and to compromise what Released Parties regard as doubtful and disputed claims.

7. **Non-Disparagement.** Defendant shall not take any action, engage in any speech, whether oral, written or otherwise, or engage in any conduct which will or may reasonably have the effect of disparaging and/or damaging the name and/or reputation of Plaintiff. Plaintiff shall not take any action, engage in any

speech, whether oral, written or otherwise, or engage in any conduct which will or may reasonably have the effect of disparaging and/or damaging the name and/or reputation of Defendant.

8. **Governing Law.** Plaintiff agrees that should any dispute arise concerning the interpretation of this General Release, the General Release will be interpreted under the laws of the Commonwealth of Pennsylvania and should an injunction or other legal action relating to this Agreement be necessary, the same shall be resolved by the Court of Common Pleas of Cambria County, Pennsylvania. This General Release shall be binding and enforceable under the principles of law applicable to contract and that, subject to any appropriate order protecting its confidentiality, the General Release itself may be used as evidence in a subsequent proceeding in an action alleging a breach of this General Release, so long as this General Release is filed under seal or other measures are taken to ensure the confidentiality of its terms.

9. **Dismissal of Claims.** Within fifteen (15) days of Plaintiff's and its attorney's receipt of the settlement consideration, counsel for the Plaintiff will file a Praecipe to Settle and Discontinue this case, with prejudice, with the Court of Common Pleas of Cambria County, Pennsylvania, dismissing the lawsuit with prejudice.

10. **Assignment.** This General Release shall inure to the benefit of, and be binding upon, the heirs, executors, administrators and assigns of Plaintiff.

11. **Severability.** Should any provision of this General Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this General Release in full force and effect.

12. **ACKNOWLEDGMENT.** BY EXECUTING THIS RELEASE, PLAINTIFF ACKNOWLEDGES THAT IT HAS CAREFULLY READ THE FOREGOING GENERAL RELEASE AND ALL OF ITS PROVISIONS AND HAS HAD THE OPPORTUNITY TO CONSIDER THIS GENERAL RELEASE, UNDERSTAND THIS GENERAL RELEASE, DISCUSS THIS GENERAL RELEASE WITH LEGAL COUNSEL, RELY UPON ITS COUNSEL'S ADVISE, AND REVIEW ALL OF ITS TERMS, WHICH HAVE BEEN FULLY EXPLAINED AND MADE KNOWN TO IT, AND ARE SIGNING THIS GENERAL RELEASE AS ITS FREE ACT AND DEED, AND THAT IT IS ACCEPTING VOLUNTARILY AND KNOWINGLY ALL TERMS OF THIS GENERAL RELEASE.

IN WITNESS WHEREOF, and INTENDING TO BE LEGALLY BOUND HEREBY,
the parties have set their hands and seal this _____ day of
_____, 2026.

Q. J. Scott

Gibson-Thomas Engineering Co., Inc

PARTNER

Title

Date: 7/17/2026

City Of Johnstown

Title

Date: _____

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10791
RESOLUTION MOVED BY COUNCILPERSON: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AWARDING CONTRACT NO. 2026-ROX-TC TO GOLD STANDARD CONSULTING, LLC D/B/A KEYSTONE SPORTS CONSTRUCTION FOR THE BASE BID AMOUNT OF \$83,553.90 AND ALTERNATE NO. 1 IN THE AMOUNT OF \$1,938.40 FOR A TOTAL OF \$85,492.30 FOR IMPROVEMENTS TO THE ROXBURY PARK TENNIS COURTS

WHEREAS, the City issued an advertisement for bids for certain improvements to the Roxbury Park Tennis Courts; and

WHEREAS, the bidding period expired on July 9, 2026, at 10:00 a.m. ; and

WHEREAS, Gold Standard Consulting, LLC, D/B/A Keystone Sports Construction submitted the only base bid, in the amount of \$83,553.90 and a bid in the amount of \$1,938.40 for Alternate No. 1; and

WHEREAS, the City was awarded a grant from the United States Tennis Association in the amount of \$32,000 and additional funds are budgeted at account/line item 28-466-28-570-00 to pay for the improvements to Roxbury Park Tennis Courts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, Cambria County, Pennsylvania, to award a contract to Gold Standard Consulting, LLC D/B/A Keystone Sports Construction for certain improvements to the Roxbury Tennis Courts for the base bid amount of \$83,553.90 plus \$1,938.40 for Alternate No. 1. Said contract to be paid out of Account #28-466-28-570-00

BE IT FURTHER RESOLVED that the City Manager and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10791 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor, and or Dep. Mayor Charles Arnone

Arturo Martynuska, City Manager and or Jennifer Burkhart, City Clerk

THE CITY OF JOHNSTOWN

**CONTRACT NO. 2026-ROX-TC,
ROXBURY PARK TENNIS COURT REHABILITATION
PROJECT**

BID FORM (FORM OF PROPOSAL)

Bid Date: July 9, 2026

Time: 10:00 A.M. (Prevailing Time)

THE CITY OF JOHNSTOWN
CONTRACT NO. 2026-ROX-TC
ROXBURY PARK TENNIS COURT REHABILITATION PROJECT

FORM OF PROPOSAL

DEPOSIT AND OPENING OF BIDS

1. Separate and sealed bids for Contract 2026-ROX-TC will be received at The City of Johnstown, City Hall, 401 Main Street, Johnstown, Pennsylvania 15901, before 10:00 A.M., Prevailing Time on July 9, 2026 at which time the bids will be publicly opened and read aloud at the same location.
2. **IMPORTANT** – BE SURE TO SHOW FIGURES IN INK OR TYPEWRITTEN, SIGN THE BID FORM AND ATTACH AS A PROPOSAL GUARANTY A CERTIFIED CHECK, DRAWN BY DEPOSITOR TO THE CITY OF JOHNSTOWN, OR BID BOND BY THE BIDDER AND A SURETY COMPANY, IN THE AMOUNT OF AT LEAST TEN PERCENT (10%) OF THE TOTAL BID.

Bid of Gold Standard Consulting, LLC, DBA Keystone Sports Construction

Name

1100 Schell Lane, Suite 104 Phoenixville PA 19460

Address

to furnish all labor, equipment and materials and to perform all work in a substantial and workmanlike manner, in accordance with the contract documents.

3. This bid must be filled in by the bidder in ink, or typewritten, and any omission of bid prices, where a bid is made, will be sufficient to cause rejection of bid as informal. Owner reserves the right to reject any and all bids, and to waive any informalities, defects, or irregularities in the bids.
4. In accordance with the advertisement of The City of Johnstown inviting bids for and the supplements and revisions attached hereto and made a part hereof, the bidder hereby certifies that bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any persons, firm or corporation; that an examination has been made of the contract documents, and same person(s) has (have) had sufficient time to investigate and is (are) satisfied as to the character of the contract, that bidder proposes to furnish and deliver necessary services required for Contract 2026-ROX-TC.
5. It is further proposed to execute the contract, including the bonds, in accordance with the requirements of the contract documents, to begin work on the date specified in the Notice to Proceed, and to complete the work within 30 calendar days after the date specified on the Notice to Proceed.
6. It is understood that if the work is not completed within the time specified on the Notice to Proceed, or such extensions thereof as may be granted in accordance with the specifications, the Contractor shall pay the Owner liquidated damages in the amount of \$1,000.00 for each and every consecutive calendar day thereafter, until the work shall be completed and accepted.

7. Enclosed is depositor's check certified by (name of bank of deposit) or a bid bond executed by bidder and (name of surety)

Merchants National Bonding, Inc

in the amount of at least ten percent (10%) of the total amount bid, made payable to THE CITY OF JOHNSTOWN as a proposal guaranty which, it is understood, will be forfeited in case Contractor fails to execute and return the contract in accordance with the requirements of the specifications.

8. *TO BE FILLED IN IF ADDENDA ARE ISSUED:*

Bidder acknowledges receipt of addenda hereinafter enumerated, which have been issued during the period of bidding, and agrees that said addenda shall become a part of this contract. Bidder shall list below the numbers and issuing date of the addenda received:

ADDENDUM NO.: _____	ISSUING DATE: _____
ADDENDUM NO.: _____	ISSUING DATE: _____
ADDENDUM NO.: _____	ISSUING DATE: _____
ADDENDUM NO.: _____	ISSUING DATE: _____

9. Contract 2026-ROX-TC shall be awarded to the lowest bid submitted by a responsible Bidder as determined by the Owner provided such bid falls within the financing ability of the Owner.

10. Bidder certifies:

The Bidder, Gold Standard Consulting, LLC, DBA Keystone Sports Construction (insert name) is a corporation organized and existing under the laws of Pennsylvania and **has (has not)** been granted certificate of authority to do business in Pennsylvania as required by the business corporation law, approved May 5, 1933, PL 364, as amended.

The Bidder, Gold Standard Consulting, LLC, DBA Keystone Sports Construction (insert name) is an individual or partnership trading under a fictitious or assumed name and **has (has not)** registered under the Fictitious Name Act of Pennsylvania; namely, the Act of May 24, 1945, PL 967.

11. Bidder agrees to perform all the work for the following lump sum and/or unit prices:

City of Johnstown
ROXBURY PARK TENNIS COURT REHABILITATION PROJECT
CONTRACT NO. 2026-ROX-TC
Bid Schedule

BASE BID						
<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	
1	Mobilization/Demobilization/General Provisions	1	LS	\$10,244.62	\$10,244.62	
2	Power washing of current surfaces	1	LS	\$ 6,844.02	\$ 6,844.02	
3	Install crack repair material	1,010	LF	\$ 33.89	\$34,237.03	
4	One (1) coat resurfacer installation	24,960	SF	\$.38	\$9,461.34	
5	Furnish and apply two (2) coats of Novacrylic Combination Surface to entire court area (inbounds and out-of-bounds, up to 2 different colors)	49,920	SF	\$.29	\$14,720.78	
6	Layout and striping of standard white playing lines	4	EA	\$ 1,063.43	\$ 4,253.72	
7	Layout and striping of 36' x 60' youth lines	4	EA	\$ 1,005.26	\$4,021.04	
TOTAL BASE BID CONTRACT NO. 2026-ROX-TC:				\$ 83,782.54		

Bid Price In Words: Eighty-three thousand seven hundred eighty-two dollars and fifty-four cents.

ALTERNATE BID 1						
<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	
1	Birdbath remediation and surface leveling (all costs included).	80	SF	\$ 24.23	\$ 1,938.71	
TOTAL BID ALT 1 CONTRACT NO. 2026-ROX-TC:				\$ 1,938.71		

Contractor acknowledges that:

- Each Unit Price includes an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all Unit Price Work will be based on actual quantities installed.
- Attach Certificate of Insurance with minimum \$1,000,000 commercial general liability per occurrence.

SIGNATURES

WHEN THE BIDDER IS AN INDIVIDUAL:

Contractor-Individual (SEAL)

WHEN THE BIDDER IS A PARTNERSHIP:

Contractor-Partnership (SEAL)

WITNESS:

Partner (SEAL)

Partner (SEAL)

Partner (SEAL)

Partner (SEAL)

WHEN THE BIDDER IS A CORPORATION:

(CORPORATE SEAL)

ATTEST:

Secretary

Gold Standard Consulting, LLC, DBA Keystone Sports Construction (SEAL)
Contractor-Corporation

President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Gold Standard Consulting, LLC
as PRINCIPAL, and Merchants National Bonding, Inc. as SURETY, are hereby held and firmly bound
unto City of Johnstown as OWNER in the penal sum of Ten Percent (10%) of the Total Amount Bid
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, the 9th day of July, 20 26.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to
City of Johnstown a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the construction of:

PROJECT NAME: Roxbury Park Tennis Court Rehabilitation Project

CONTRACT NO.: 2026-ROX-TC

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Agreement included in the CONTRACT DOCUMENTS (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the conditions set forth in the CONTRACT DOCUMENTS and created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Individual Principal	
Witness:	_____ (SEAL) <i>Signature of Individual</i>
Partnership Principal	
Witness:	_____ Name of Partnership
_____	By: _____ (SEAL)
_____	By: _____ (SEAL)
_____	By: _____ (SEAL)
_____	By: _____ (SEAL)

(CORPORATE SEAL) ATTEST: _____ (Assistant) Secretary Witness: _____	Corporation Principal <u>Gold Standard Consulting, LLC DBA Keystone Sports Construction</u> Name of Corporation By: _____ (Vice) President <i>or (if appropriate)</i> _____ Name of Corporation *By: _____ Authorized Representative *Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.
(CORPORATE SEAL) Witness: _____ <u>Sharon K. Murphy</u> Sharon K. Murphy, Witness	Corporation Surety <u>Merchants National Bonding, Inc.</u> Name of Corporation **By: <u>Caitlin C. Gaughan</u> Attorney-in-fact - Caitlin C. Gaughan **Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

NOTE: If CONTRACTOR is partnership, all partners shall execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONSENT OF SURETY

We, the undersigned surety,

Merchants National Bonding, Inc.

a corporation organized and existing under the State of IA
are hereby authorized to do business in the State of PA
do hereby consent and agree with

City of Johnstown

that if the foregoing proposal of

Gold Standard Consulting, LLC DBA Keystone Sports Construction

for Contract No. 2026-ROX-TC - Roxbury Park Tennis Court Rehabilitation Project

be accepted and the contract timely awarded and executed by the Obligee and Principal,
that we will, as surety, upon its being so awarded and entered into, become surety for
the said project in the sum not to exceed 100% for the faithful performance and
payment of said contract.

Signed and dated: 7/09/2026

Merchants National Bonding, Inc.

(Surety)

By:

Caitlin C. Gaughan

Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Caillin C Gaughan; Christopher J Ruck; Denise A Medlar; Gemma B Fendler; Gina M Semonelle; Joseph T Catania; Mary Lawrence

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



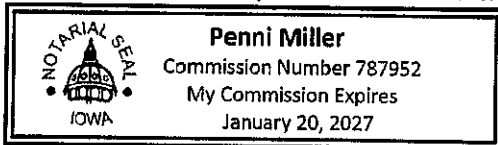
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July, 2026.



William Warner Jr.
Secretary



MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2025
Admitted Assets	
Bonds	\$ 48,235,341
Stocks	12,399,184
Cash and Short-Term Investments	13,904,721
Other Invested Assets	307,419
Subtotal, Cash and Invested Assets	74,846,665
Premiums in the Course of Collection	17,384,358
Amounts Recoverable from Reinsurers	2,756,507
Other Assets	1,200,393
Total Admitted Assets	\$ 96,187,923
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	\$ 5,463,112
Unearned Premiums	16,344,718
Ceded Reinsurance Premiums Payable	22,254,682
Other Liabilities	6,044,063
Total Liabilities	50,106,575
Common Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	6,088,655
Unassigned Funds (Surplus)	36,992,693
Total Surplus	46,081,348
Total Liabilities and Policyholders' Surplus	\$ 96,187,923

I, Elisabeth Sandersfeld, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2025, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

3/3/2026

Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com



COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2026

MERCHANTS NATIONAL BONDING INC

NAIC NO. 11595

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Fidelity and Surety 40 P.S. s 382(c)(1) Other Liability 40 P.S. s 382(c)(4)

FOR THE YEAR ENDING MARCH 31, 2027 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL, THE
DATE AND YEAR FIRST ABOVE WRITTEN.

A handwritten signature in black ink, appearing to read "Michael Humphreys".

Michael Humphreys
INSURANCE COMMISSIONER

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder Gold Standard Consulting, LLC, DBA Keystone Sports Construction

Permanent main office address 1100 Schell Lane, Suite 104 Phoenixville PA 19460

When organized 01/25/2013

If a corporation, where incorporated Pennsylvania

How many years have you been engaged in the contracting business under your present firm or trade name? 13

Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

See attached. Please reach out for any additional information

General character of work performed by your company.

Sports construction - see past performance list attached

Have you ever failed to complete any work awarded to you? N/A

If so, where and why? (Submit attachment)

Have you ever defaulted on a contract? N/A

If so, where and why? (Submit attachment)

List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See past performance list attached

List your major equipment available for this contract.

Standard equipment needed for this project

Experience in construction work similar in importance to this project.

See past performance list and references attached

Background and experience of the principal members of your organization, including the officers.

See Attached

Credit available: \$ 1,000,000

Give bank reference: See reference letter attached

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner in verification of the recitals comprising this Statement of Bidder's Qualification? Yes, if awarded the project

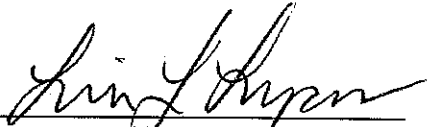
Dated at July this 7th day of 20 26.

Benjamin Seleznow
(Name of Bidder)
By [Signature]
Title President

State of Pennsylvania)
County of Montgomery)

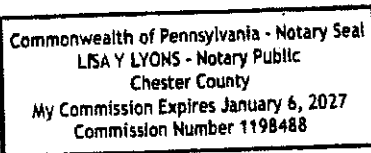
Benjamin Seleznow being duly sworn deposes and says that
he is President of Gold Standard Consulting, LLC, DBA Keystone Sports Construction and
that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of July 20 26.



Notary Public

My commission expires 1/6, 20 27.



**CERTIFICATION OF NON-SEGREGATED FACILITIES
& NON-EMPLOYMENT OF ILLEGAL ALIEN LABOR**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicitly directive or in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors) prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he/she will retain such certifications in his/her files.

The Bidder further certified in accordance with Act 43 (PL May 11, 2006) that he/she shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Bidder

- a) Knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and
- b) The Bidder or any of its subcontractors are sentenced under Federal Law for an offense involving knowing use of labor by an illegal alien,

the Bidder shall be subject to penalty as prescribed in Pennsylvania Act 43 (PL May 11, 2006).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Date July 7, 20 26

Gold Standard Consulting, LLC, DBA Keystone Sports Construction

(Name of Bidder)

Official Address
(Including ZIP CODE):

By

(Signature)

1100 Schell Lane, Suite 104

President

(Title)

Phoenixville, PA 19460

Employer Identification Number 46-2578037



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

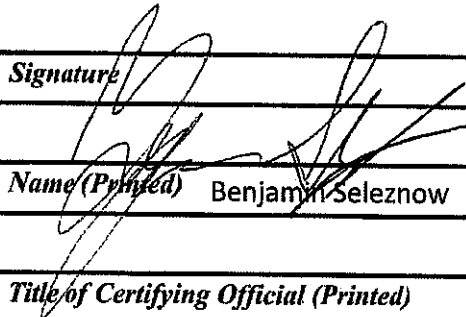
A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	
Signature	Date 7/7/20
Name (Printed) Benjamin Seleznow	
Title of Certifying Official (Printed) President	
Contractor/Grantee Name (Printed) Gold Standard Consulting, LLC, DBA Keystone Sports Construction	



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: Gold Standard Consulting

Doing Business As: Keystone Sports Construction
(if different from Legal Name)

Mailing Address: 1100 Schell Lane, Suite 104
Street Address 1

Street Address 2

Phoenixville, PA 19460

City State Zip Code

Check one: ☒ Contractor ☐ Subcontractor

Contracting Public Body: City of Johnstown

Contract/Project Number: CONTRACT NO. 2026-ROX-TC

Project Description: Tennis Court Rehab Project

Project Location: 1400 Franklin St, Johnstown, PA 15905

Date Enrolled in E-Verify (MM/DD/YYYY): 02/21/2019

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, July 7, 2026, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Benjamin Seleznow, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

[Signature]
Authorized Representative Signature

7/7/26
Date of Signature

Printed Name: Benjamin Seleznow

Phone Number: 877-407-4585 **Email:** Ben@Keyssc.com

**NON-COLLUSION AFFIDAVIT
OF PRIME BIDDER**

State of Pennsylvania

County of Montgomery

Benjamin Seleznow, being first duly sworn, disposes and says that:

- (1) Is President (Owner, partner, officer, representative, or agent)
of Gold Standard Consulting, LLC, DBA Keystone Sports Construction, the Bidder that has submitted the attached Bid;
- (2) Is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Johnstown or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

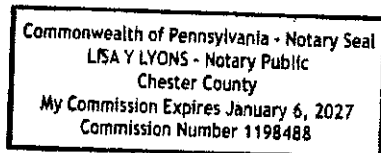
(Signed) [Signature]
President
(Title)

NOTARY PUBLIC

Subscribed and sworn to before me

this 7th day of July, 2026
Lisa Lyons Notary Public
Title
My commission expires 1/6/27

(Notary Seal)



Company Introduction and Qualifications:



Keystone Sports Construction

Keystone Sports Construction is a design-build company that specializes in athletic facility construction. It offers a range of services, including synthetic turf field construction and replacement, running track construction and resurfacing, tennis court construction and resurfacing, sports lighting, fencing, and field maintenance and repair. We also provide customized artificial turf solutions for different sports, such as baseball, football, soccer, lacrosse, and field hockey.

Keystone Sports Construction is a Limited Liability Company based in Phoenixville, Pennsylvania, where we have our main office at 1100 Schell Lane Ste 104. We also have regional sales managers in Western Pennsylvania and Delaware. Keystone Sports Construction has been in business since 2013 and has been recognized as one of the fastest-growing companies in the country by Inc Magazine. We have a team of experienced professionals, including engineers, designers, project managers, installers, and maintenance technicians, as well as a world-class office support staff.

KSC is a member of the Design-Build Institute of America (DBIA), American Sports Builders Association (ASBA), and the Synthetic Turf Council, with the ability to contract all project elements via the COSTARS state cooperative purchasing program.

Company Qualifications

Keystone Sports Construction (KSC) is an accredited member of the Design-Build Institute of America (DBIA) and the American Sports Builders Association. KSC services all aspects of the outdoor athletic experience, via a single source contract, with expertise in delivering large-scale projects on time and on budget to our customers.

KSC is relied upon by collegiate partners (Georgetown University, Penn State, Gwynedd Mercy University, Lincoln University, and Neumann University, etc.) preparatory schools, school districts, and municipalities for their athletic facility needs. This is due in large part to our ability to service every aspect of the project, which eases the client's burden of having to manage multiple partners to achieve the desired outcome.

KSC has a large and ever-expanding employee base, each of whom has vertical (turf, track, tennis, etc.) expertise and undergoes regular training to ensure their skills and knowledge meet/exceed industry standards and certifications. Aside from being the exclusive installer/distributor for the best specialty surfacing company in the industry, our approach to client engagement and satisfaction is what separates KSC from the competition and why a large portion of our business is referral-based. With every engagement and beyond having a dedicated Project Manager and Sales Manager, clients have direct access (mobile numbers) to our owners and executive leadership. Clients are routinely surprised by this engagement methodology, as the level of transparency and accountability they receive from KSC is at odds with how the rest of the industry operates.

Names and Resumes of
Company Officers and Key
Personel Related to the Project
for Keystone Sports
Construction

Christopher Wright

Title: Managing Member
Work Location: Phoenixville, PA
Phone Number: 484-904-7853
Email: Chris@keyssc.com

PROFILE

Christopher Wright has been involved in both sports construction and the synthetic turf industry for over 10 years. Mr. Wright has successfully built and managed multiple highly successful and profitable organizations and that have achieved dramatic increases in production and revenue during his career. As a highly skilled leader within Keystone, Mr. Wright has proven to be an effective negotiator while building customer relationships. Mr. Wright is a key contributor in the development and implementation of budgetary needs, staff requirements, and business development.

EXPERIENCE

Keystone Sports Construction, Managing Member January 2013 – Present

- Manages finances and budgets as well as preparing budgets, overseeing finance record keeping, and administrative control processes.
- Establishes and manages budget execution.
- Negotiates and initiates contracts with suppliers, distributors, federal agencies, state agencies, architects, consultants, clients, and subcontractors.
- Manages staff requirements and oversees the hire and training new employees.
- Manages inventory in and out of production facility.
- Oversees the company's compliance and risk mitigation programs.
- Prepares and schedules project timelines and budgets.
- Reviews and prepares bid documents.

Blue Sky International, Operations Manager May 2009 – December 2012

- Coordinated production, pricing, sales, and distribution of product.
- Managed staff, work schedules, and delegation of duties.
- Coordinated and directed the financial budget for operation projects.
- Managed and maintained inventory and movement of goods in and out of the production facility.
- Directed the preparation of both special and regular budget reports.

Russell Lyddane

Title: Managing Member
Work Location: Phoenixville, PA
Phone Number: 610-717-7571
Email: Russell@keyssc.com

PROFILE

Russell Lyddane has more than a decade within the turf industry with experience in a multitude of different areas, ranging from: on-site installation, construction, design, sales, and synthetic turf maintenance training. As the Partner in charge of sales for Keystone Sports Construction Mr. Lyddane is responsible for building and maintaining client relationships, and through his hands-on ability to work with clients has established a significant number of successful partnerships. Mr. Lyddane's tenure in the sports construction industry includes large scale public and private sports development, domestic and abroad. Including but not limited to, project planning and design, new construction, synthetic turf field replacement, turf maintenance, and field safety testing. During his career he has been involved in over a quarter of a billion dollars in sports development projects.

EXPERIENCE

Keystone Sports Construction, Managing Member January 2013 – Present

- Oversees projects from beginning to end and manages ongoing relationships with clients to ensure proper maintenance and longevity of each installation.
- Collaborates with sales team to ensure customers needs are not only met but exceeded.
- Prepares and delivers technical presentations to customers and prospective customers.
- Reviews bid specifications and other documents to prepare and provide project specific documentation to potential customers.
- Collaborates with others in the synthetic turf industry such as architects and engineers to understand the current needs of prospective customers.
- Establishing cost monitoring and reporting systems and procedures.
- Preparing estimates for use in the selection process for vendors and subcontractors.

Blue Sky International, Sales Director April 2007 – January 2013

- Oversaw large scale projects from the conceptual stage through their completion
- Managed relationship with customer throughout bid process, installation, and service after installation

Benjamin Seleznow

Title: President

Work Location: Phoenixville, PA

Phone Number: 631-241-0568

Email: Ben@keyssc.com

PROFILE

Benjamin is a dynamic leader with a proven track record of success in enterprise sales and operations. As President, Benjamin personally oversees the pre-contract team, which includes sales, marketing, and estimation. Benjamin's primary focus lies on strategic planning and employee management as he is ultimately responsible for driving the growth and profitability of Keystone.

EXPERIENCE

Keystone Sports Construction – President 2023 – Present

- Leads negotiations and finalizes contracts with a wide range of stakeholders, including suppliers, distributors, federal and state agencies, architects, consultants, clients, and subcontractors.
- Oversees workforce planning and staff development, ensuring the company's personnel needs are met through strategic hiring, thorough onboarding, and comprehensive training programs. Develops clear performance benchmarks and actively monitors team progress to maintain operational excellence and boost morale.
- Directs compliance and risk management initiatives to ensure the organization consistently meets federal, state, and industry-specific regulations. Regularly evaluates and updates compliance policies to address changing legal requirements, industry trends, and emerging challenges, maintaining the company's commitment to safety, ethical practices, and regulatory excellence.

Keystone Sports Construction – Vice President of Sales, 2018-2023

- Built and managed a high-performing sales team across multiple states, establishing effective structures, fostering collaboration, and driving consistent revenue growth across diverse markets.
- Partnered with manufacturing stakeholders to design and implement tailored marketing strategies that aligned with regional needs, resulting in year-over-year revenue growth and increased market share. Collaborates with others in the synthetic turf industry such as architects and engineers to understand the current needs of prospective customers.
- Worked alongside architects, engineers, and other industry professionals to stay attuned to the evolving needs of prospective customers, ensuring solutions were well-informed and highly relevant to the market.

Adam Al-Helal

Title: Vice President of Specialty Surfacing

Work Location: Phoenixville, PA

Phone Number: 484-320-2882

Email: Adam@keyssc.com

PROFILE

Adam Al-Helal has been involved in construction and the synthetic turf industry for 11 years. Mr. Al-Helal's construction management and estimating experience ranges from small residential projects to high profile commercial projects. Mr. Helal's background in engineering allows him to design and produce customized solutions that meets or exceeds client's expectations.

EXPERIENCE

Keystone Sports Construction, VP of Specialty Surfacing March 2018 – Present

- Oversees the planning, construction, and installation of specialty surfacing projects, including synthetic turf, athletic tracks, and courts.
- Develops and manages detailed project bids, ensuring competitive and accurate estimates.
- Leads teams in coordinating the delivery, staging, and installation of materials to streamline project workflows and prioritize safety.
- Builds and maintains strong client relationships by ensuring customer satisfaction throughout all project phases.
- Implements quality control measures to uphold high standards of workmanship

Hascon Mechanical, Project Manager & Estimator October 2016 – March 2018

- Managed and designed new installation and maintenance projects for commercial HVAC and Plumbing.
- Managed the distribution of field crews to ensure the on-time completion of projects.
- Developed project bid estimations.
- Generated project submittals and close-out documents.
- Worked closely with clients to ensure complete satisfaction with the design and functionality of installed systems.
- Provided use and maintenance training

Blue Sky International, Project Manager June 2012 – August 2016

- Worked with a team in the development of synthetic turf sports field design and installation.
- Managed the logistics of field material delivery and the staging of material to expedite installation and ensure safety.

Alex Wright

Title: Director of Surfacing Operations
Work Location: Phoenixville, PA
Phone Number: (484) 802-6000
Email: Alex@Keyssc.com

PROFILE

Alex Wright has over a decade of experience in the sports construction industry. As the Director of Surfacing Operations at Keystone Sports Construction, Alex oversees all internal operations related to synthetic turf installation, tennis court surfacing, and hardwood sports flooring. He collaborates with Project Managers, Division Managers, and other members of the operations team to coordinate and execute large-scale construction projects, ensuring they meet industry standards, regulatory requirements, and client expectations.

EXPERIENCE

Keystone Sports Construction - Director of Surfacing Operations

2023 – Present

- Oversees all Project Managers, Division Managers, and Foremen.
- Works closely with sales and estimating teams to ensure project feasibility.
- Recruits, trains, and mentors a skilled team of surfacing technicians, project managers, and support staff.
- Ensures all surfacing materials, designs, and installations adhere to industry standards, regulatory requirements, and client specifications.
- Conducts site inspections to monitor progress, maintain quality, and address potential issues.

Turf Operations Manager

2021 – 2023

- Directed all turf crews and equipment within Keystone's turf division.
- Collaborated with sales and estimating teams to ensure project feasibility and establish costs.
- Served as lead Project Manager, creating and maintaining master project schedules.
- Managed teams of project managers, turf crews, maintenance crews, and removal crews.
- Ensured adherence to quality control standards across all projects.

Project Manager

2018 – 2021

- Managed administrative documentation and processes from project initiation to completion.
- Reviewed project specifications to ensure client needs were addressed comprehensively.
- Excelled in client communication to provide updates and resolve issues during project execution.
- Supervised teams of project managers, turf crews, maintenance crews, and removal crews.
- Maintained strong relationships with clients, subcontractors, and vendors.



Mike Cook

Title: Tennis Operations Manager
Work Location: Phoenixville, PA
Phone Number: 610-457-0858
Email: mcook@keyssc.com

PROFILE

Mike Cook brings over seven years of experience supervising and contributing to tennis court construction projects, specializing in asphalt and Har-Tru clay surfaces. He also has extensive experience with game-line hardwood flooring systems. Recently transitioning into an operations role, Mike has expanded his leadership and project management expertise. He is ASBA-certified and earned his Certified Tennis Court Builder (CTCB) credential in February 2025.

EXPERIENCE:

Keystone Sports Construction, Operations Manager September 2024– Present

- Responsible for mobilization and scheduling of surfacing division.
- Hiring, onboarding, and training of new apprentices.
- Initial diagnostics and analyzation of upcoming projects.
- Maintaining product inventory

Keystone Sports Construction, Foreman March 2022-September 2024

- Resurfacing, painting, and striping asphalt/concrete tennis courts
- Use of Rite-Way crack repair system
- Har-Tru Clay Court reconditioning (Sprinkler irrigation and Hydrocourt)
- Hardwood floor official logo application, game-lining, and sealant/finish application

Nagle Athletic Surfaces, Apprentice/Court Technical Expert June 2019-March 2022

- Started career in tennis court resurfacing as an apprentice
- Learned technical analysis and reparation process for tennis court issues.
- Exposure to polymer technologies and overlay systems.
- Advanced from apprentice to court technical expert.

Contracts on Hand:

KSC Active Tennis Projects

Project	Project #	Address	City	State	Zip	Phone	Contract Vehicle	Status	Stage	Category
Chochter Residence - Tennis Resurface	100051	3800 Laraby Drive	Harrisburg	Pennsylvania	17110	(717) 319-1600	N/A	Active	Contracted	Tennis
Villanova University - Tennis Court Construction	601549	Dundale Rd	Villanova	Pennsylvania	19085	610-519-4592	N/A	Active	Contracted	Tennis
Greater Latrobe Parks and Recreation - Tennis/Pickleball Construction	373108	1658 Catherine Street	Latrobe	Pennsylvania	15650	724-537-4331	COSTARS	Active	Contracted	Tennis
DeLuca Design Build - Tennis Resurface	135876	402 Richard Knolls	Haverford	Pennsylvania	19041	412-913-1226	N/A	Active	Contracted	Tennis
Warranty - Tennis	P00040	1100 Schnell Lane	Phoenixville	Pennsylvania	19460	877-407-4585	N/A	Active	Contracted	General Construction
Lancaster Country Club - Tennis Resurface	025148	1466 New Holland Pike	Lancaster	Pennsylvania	17601	(717) 393-3886	N/A	Active	Contracted	Tennis
Saint Joseph's University - Tennis Resurface	100043	5600 City Avenue	Philadelphia	Pennsylvania	19131	(610) 660-1725	N/A	Active	Contracted	Tennis
Harris Blacktop - Rose Twig Park - Tennis Resurface	670418	1151 Kernas Rd	North Wales	Pennsylvania	19454	215-493-4527	N/A	Active	Contracted	Tennis
Lavner Residence - Tennis Resurface	967884	700 Cedar Lane	Villanova	Pennsylvania	19085	610-840-4039	N/A	Active	Contracted	Tennis
Buck Hill Falls Tennis Club - Har Tru Recordioning	163951	270 Golf Drive	Buck Hill Falls	Pennsylvania	18323	570-972-8280	N/A	Active	Contracted	Har Tru
Hatboro-Horsham SD - Tennis Reconstruction	345797	899 Horsham Rd	Horsham	Pennsylvania	19044	(215) 420-5000	Sourcwell	Active	Contracted	Tennis
PENCO - Charlestown Hunt Rec - Tennis Resurface & Fence	877419	141 Charlestown Hunt Drive	Phoenixville	Pennsylvania	19460	(302) 530-5132	N/A	Active	Contracted	Tennis
Franklin and Marshall College - Tennis Resurface & Fence	905447	1089 Harrisburg Ave	Lancaster	Pennsylvania	17603	(717) 358-4830	N/A	Active	Contracted	Tennis
B Blair Corp. - Council Rock South - Tennis Resurface	339150	2002 Rock Way	Holland	Pennsylvania	18966	(267) 905-2451	N/A	Active	Contracted	Tennis
Admin - Tennis	P00034	1100 Schnell Lane	Phoenixville	Pennsylvania	19460	877-407-4585	N/A	Active	Contracted	General Construction
TEST - Fairview SD - Turf Track & Tennis	000001	7460 McCray Rd	Fairview	Pennsylvania	16415	(814) 474-2600	N/A	Active	Contracted	Multi-Sport
Moorestown Field Club - Tennis Crack Repair	887161	629 Chester Ave	Moorestown	Pennsylvania	08057	609-760-2618	N/A	Active	Contracted	Tennis
Gutelius - Lewisburg Borough - Tennis Resurface	25-260	218 N. 19th Street	Lewisburg	Pennsylvania	17837	(570) 966-3727	N/A	Active	Contracted	Tennis

Notes:

- DeLuca Design Build and Saint Joseph's University each carried a second "Tennis" category value in the source view; the duplicate was collapsed into the single Category column.
- Moorestown Field Club shows ZIP 08057, which is a New Jersey ZIP, while the State field reads Pennsylvania — likely a data-entry mismatch worth correcting at the source.

Bank
Reference
Letter



April 1, 2026

Subject: Reference Letter for Keystone Sports Construction

To Whom it may concern,

We, at WSFS Bank, are pleased to provide this reference letter on behalf of Keystone Sports Construction for your Request for Proposal (RFP) requirement. We have had the opportunity to work closely with Keystone Sports Construction for the past 8 years and have had the chance to evaluate their financial strength and creditworthiness.

As per the RFP requirement, we understand that you are seeking proof of financial strength and credit worthiness equivalent to that contained in a Dunn & Bradstreet Information Report or from other sources like TransUnion, Experian, Equifax, or local bank references. We hope that this letter serves as the required proof.

Based on our relationship with Keystone Sports Construction, we would like to attest to the following:

1. **Current Financial Condition:** Keystone Sports Construction maintains a strong financial position with our bank. They have consistently demonstrated their ability to meet their financial obligations, and we have no reason to doubt their capacity to pay their subcontractors and vendors. Their account has consistently shown a healthy balance, and they have a positive cash flow, which is indicative of their financial strength.
2. **Historical Willingness to Pay:** In our experience with Keystone Sports Construction, they have always exhibited a strong willingness to pay their subcontractors and vendors in a timely manner. They have a favorable payment history with no record of late payments or defaults. This demonstrates their commitment to maintaining a good credit standing and meeting their financial obligations.

Based on the information provided above, we believe Keystone Sports Construction meets the requirements outlined in the RFP. We hope that this letter serves as a testament to their financial strength and credit worthiness. Should you require any additional information or clarification, please do not hesitate to contact us.

Sincerely,

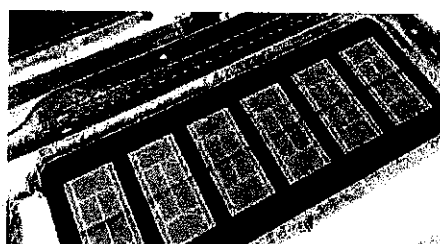
Samuel R. Adolph
sadolph@wsfsbank.com
Vice President, Business Banking
WSFS Bank
1436 Lancaster Ave. Berwyn, PA 19312
(610) 535-4525

Past Performance List:

Client	State	Scope of Work	Year
Chippewa Township	PA	Design Build	2025
Wilkes-Barre Area School District	PA	Design Build	2024
Lewisburg Area School District	PA	Design Build	2024
Mid-Valley School District	PA	Design Build	2023
Tamaqua Area School District	PA	Paving	2026
Castle Shannon	PA	Construction	2025
Council Rock School District	PA	Surfacing	2025
Portes Sports Club	PA	Resurfacing	2025
Villanova University	PA	Resurfacing	2025
East Lycoming School District	PA	Reconstruction	2025
Southampton Township	PA	Surfacing	2025
Oak Hill Condo Association	PA	Paving	2025
East Lycoming School District	PA	Paving	2025
Reading Residential	PA	Resurfacing and Crack Repair	2025
Pittston Township	PA	Paving	2025
Saint Joseph's University	PA	Resurfacing and Crack Repair	2025
Exton Station Community Association	PA	Paving	2025
University of Pennsylvania	PA	Resurfacing	2025
Baldwin-Whitehall School District	PA	Reconstruction	2025
Hanover Area School District	PA	Reconstruction	2025
Westtown School	PA	Paving, Surfacing, and Crack Repair	2025
Danville Area School District	PA	Paving	2025
Agnes Irwin School	PA	Resurfacing and Crack Repair	2025
Greater Pottstown Tennis & Learning	PA	Resurfacing and Crack Repair	2025
Mt. Pleasant Township Park	PA	Resurfacing and Crack Repair	2025
Hainesport Township School District	PA	Reconstruction	2025
Northampton Township Municipal Park	PA	Paving	2025
Northampton Township Recreation Center	PA	Resurfacing and Crack Repair	2025
Forks Township - Forks Community Park	PA	Resurfacing	2025
Forks Township - Penn's Ridge Park	PA	Resurfacing and Crack Repair	2025
Centennial School District	PA	Resurfacing and Crack Repair	2025
Falls Township	PA	New Construction	2025
Slocum Township	PA	Resurfacing	2025
Honey Brook Borough	PA	Paving	2025
Sprocket Mural Works	PA	Paving	2025
Villanova Residential	PA	Resurfacing	2025
Waterdam Apartments	PA	Resurfacing	2025
Malvern Residential Location 1	PA	Paving	2025



Wilkes-Barre Area School District

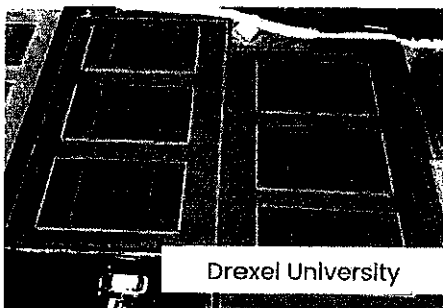


Lewisburg Area School District

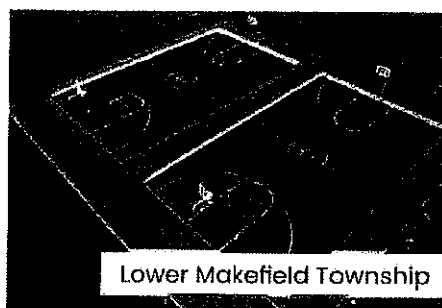


Falls Township

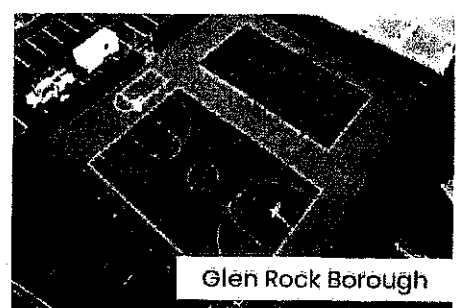
Client	State	Scope of Work	Year
Malvern Residential Location 2	PA	Resurfacing	2025
Skippack Townshp	PA	Resurfacing and Crack Repair	2024
Wynewood Residential	PA	Resurfacing	2024
Greene Township	PA	New Construction	2024
Unionville-Chads Ford School District	PA	Resurfacing and Crack Repair	2024
Spring Cove School District	PA	Resurfacing and Crack Repair	2024
Conestoga Valley School District	PA	Resurfacing and Crack Repair	2024
Blue Mountain High School	PA	Resurfacing and Crack Repair	2024
Mercersburg Academy	PA	Resurfacing and Crack Repair	2024
Borough of Birdsboro	PA	Resurfacing and Crack Repair	2024
Reamstown Memorial Park	PA	Resurfacing and Crack Repair	2024
Exeter Township - Farming Ridge Park	PA	Resurfacing and Crack Repair	2024
Exeter Township - Lorane Hallow Park	PA	Resurfacing and Crack Repair	2024
Williams Township Municipal Building	PA	Resurfacing and Crack Repair	2024
Fairview High School	PA	Reconstruction	2024
Bensalem Township	PA	Resurfacing and Crack Repair	2024
Bryn Mawr	PA	Resurfacing and Crack Repair	2024
Lionville Comunity YMCA	PA	Resurfacing	2024
Edgewood County Club	PA	Resurfacing	2024
Cedar Creek Parkway West	PA	Paving	2024
Lower Makefield Township	PA	Paving	2024
Valley Royale Tennis Club	PA	Resurfacing and Crack Repair	2024
Berwyn Residential	PA	Resurfacing and Crack Repair	2024
Collegeville Residential	PA	Resurfacing and Crack Repair	2024
Bloomsburg Residential Location 1	PA	Paving	2024
Bloomsburg Residential Location 2	PA	Resurfacing	2024
Phoenixville Residential	PA	Resurfacing and Crack Repair	2024
Harveys Lake Residential	PA	Resurfacing	2024
Byers Station	PA	Resurfacing	2024
Glen Rock Borough	PA	Resurfacing	2024
Lower Mount Bethel Township	PA	Resurfacing	2024
Sugarloaf Township	PA	Paving	2024
Villa Maria Academy Tennis	PA	Resurfacing	2024
Edison High School	PA	Resurfacing and Crack Repair	2024
Wilson Borough	PA	Reconstruction	2024
Drexel University	PA	Resurfacing and Crack Repair	2024
Lakewood Hills	PA	Resurfacing	2024
Fox Chase Rec Center	PA	Line Coloring	2024
North Whitehall Township	PA	Resurfacing	2023



Drexel University

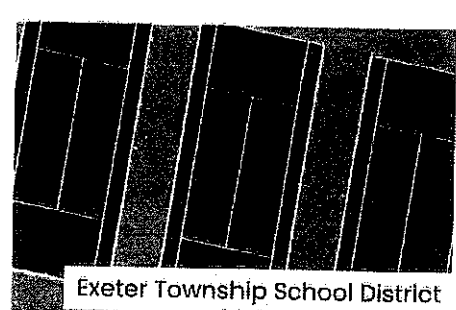
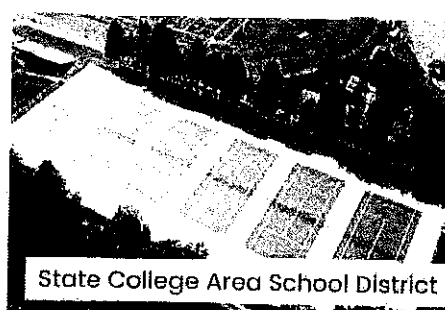
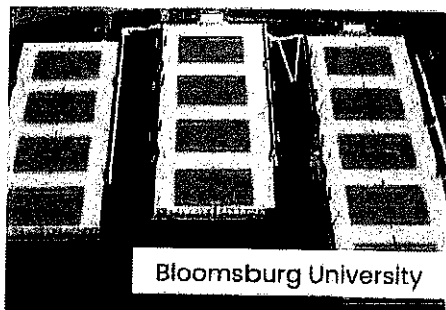


Lower Makefield Township

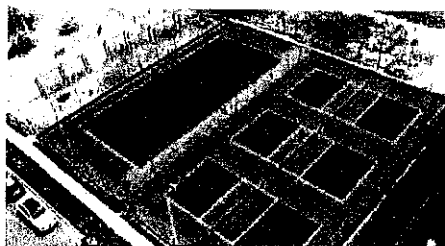


Glen Rock Borough

Client	State	Scope of Work	Year
Brockway Area School District	PA	Resurfacing	2023
Lehigh University Indoor Facility	PA	Resurfacing	2023
Slippery Rock University	PA	Resurfacing	2023
Flourtown Swim Club	PA	Paving	2023
Fotteral Square Park	PA	Resurfacing	2023
Upper Darby High School	PA	Resurfacing	2023
Saint Stanislaus Park, Hazelton	PA	Resurfacing	2023
East Goshen Township Park	PA	Resurfacing and Crack Repair	2023
Dallas High School	PA	Resurfacing and Crack Repair	2023
Northampton County	PA	Resurfacing and Crack Repair	2023
Northampton Township	PA	Resurfacing	2023
North Huntingdon Township	PA	Resurfacing	2023
Upper Uwchlan Township	PA	Line Coloring	2023
State College Area School District	PA	Resurfacing and Crack Repair	2023
Caesar Rodney High School	PA	Resurfacing and Crack Repair	2023
Upper Main Line YMCA	PA	New Construction, Resurface, Har-Tru Conversion (3)	2023
Lock Haven University	PA	Resurfacing and Crack Repair	2023
Bloomsburg University	PA	Resurfacing and Crack Repair	2023
Palmerton Area School District	PA	Resurfacing	2023
Fox Chase Recreation Center	PA	Resurfacing and Crack Repair	2023
Ted Gacomis Senior Park	PA	New Construction	2023
Exeter Township School District	PA	Resurfacing	2023
Plum Borough	PA	Resurfacing	2023
Del Webb North Penn	PA	New Construction	2023
Skippack Township	PA	Resurfacing	2023
Williams Township	PA	Resurfacing	2023
Franconia Township	PA	Paving	2023
Bath Saver Inc.	PA	Resurfacing	2023
Robinson Township	PA	Resurfacing and Crack Repair	2023
Yardley Residential	PA	Resurfacing	2023
Concord Twp Municipal Complex	PA	Resurfacing and Crack Repair	2022
Welsh Valley Middle School	PA	Resurfacing and Crack Repair	2022
North Hills High School	PA	Reconstruction of base, New Pave, Surfacing	2022
Penn State Behrend Campus	PA	Resurfacing and Crack Repair	2022
Bala Cynwyd MS	PA	Resurfacing	2022
Neumann University	PA	Construction of new courts, LED retrofit	2022
Henderson High School	PA	Resurfacing and Crack Repair	2020
Rustin High School	PA	Reconstruction	2019



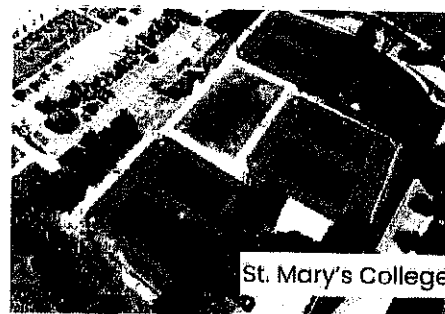
Client	State	Scope of Work	Year
NJTL of Trenton	NJ	Paving	2026
City of Trenton	NJ	Paving	2026
Friends of Patterson - East Side Park	NJ	New Construction	2026
Westwood Regional School District	NJ	Paving	2025
Cinnaminson Township	NJ	Paving	2025
Borough of Lincoln Park	NJ	Paving	2025
Borough of Eatontown	NJ	Paving	2025
Moorestown Friends School	NJ	Resurfacing and Crack Repair	2025
Borough of Leonia	NJ	Paving	2025
Egg Harbor City	NJ	Paving	2025
Chatham Borough	NJ	Paving	2025
Borough of Rocky Hill	NJ	Paving	2025
Monmouth County - Dorbrook Courts	NJ	Paving	2025
Monmouth County Fort Monmouth	NJ	Resurfacing and Crack Repair	2025
South Brunswick	NJ	Resurfacing	2024
Cinnaminson Township	NJ	New Construction	2024
Borough of New Providence	NJ	Resurfacing and Crack Repair	2024
Borough of Woodcliff Lake	NJ	Resurfacing and Crack Repair	2024
East Brunswick Township	NJ	Resurfacing and Crack Repair	2024
Caldwell High School	NJ	Resurfacing	2024
Paramus Public School District	NJ	Resurfacing and Crack Repair	2024
West Caldwell School District	NJ	Paving	2024
Villages at Cinnaminson Harbor	NJ	Resurfacing and Crack Repair	2024
Township of Union - Joe Collins Park	NJ	Paving, Surfacing	2024
Township of Union - Webber Park	NJ	Resurfacing	2024
Franklin Township PS	NJ	Line Coloring	2024
Watchung Borough	NJ	Paving	2023
Gardner Field Complex	NJ	Resurfacing and Crack Repair	2022
Reisterstown Residential	MD	Resurfacing and Crack Repair	2026
Sandy Cove Ministries	MD	Resurfacing and Crack Repair	2026
Alleghany College of Maryland	MD	Resurfacing	2025
Rock Lodge Condo Association	MD	Resurfacing and Crack Repair	2025
Dunkirk District Park	MD	Paving	2025
Arma-Gesch Building	MD	Resurfacing	2025
St. Mary's College	MD	Resurfacing	2024
Strathmore Park	MD	Resurfacing	2024
YMCA Camp Tockwogh Tennis	MD	Paving	2024
City of Laurel - Greenview Drive Park	MD	Paving	2024
City of Laurel, Mulberry Park	MD	Paving	2023
City of Laurel, McCullough Field	MD	Resurfacing and Crack Repair	2023
City of Laurel, Duniho-Nigh Park	MD	Resurfacing and Crack Repair	2023
Bowie State University	MD	Paving, Surfacing	2023
Garrett County Public Schools	MD	Resurfacing	2023
Cattail Creek Country Club	MD	Har-Tru Conversion	2023



Egg Harbor City

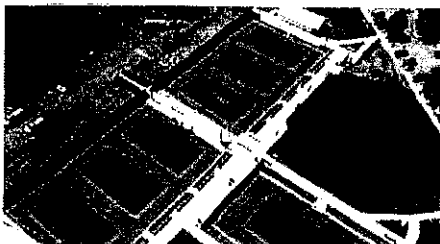


Bowie State University

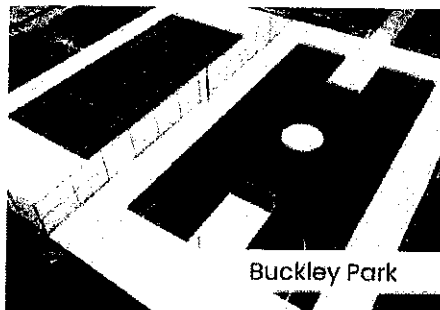


St. Mary's College

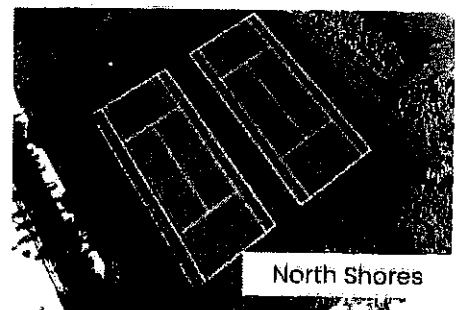
Client	State	Scope of Work	Year
NCC - Glasgow Park	DE	Paving	2026
Delaware State University	DE	Resurfacing and Crack Repair	2025
Lightship Cove	DE	Construction	2025
White Creek at Bethany	DE	Resurfacing and Crack Repair	2025
Sussex Family YMCA	DE	Construction	2025
Lums Pond State Park	DE	Resurfacing	2025
Chestnut Ridge	DE	Resurfacing	2025
North Shores	DE	Paving	2025
Pot-Nets Community	DE	Paving	2025
Rockford Park	DE	Paving	2025
New Castle County, Chatham Park	DE	Resurfacing and Crack Repair	2025
Bayside Resorts Golf Club	DE	Paving	2024
YMCA Bear-Glasgow	DE	Paving	2024
Milford Parks and Recreation	DE	Resurfacing and Crack Repair	2024
Bayview Estates	DE	Resurfacing and Crack Repair	2024
Western Family YMCA	DE	Paving	2024
New Castle County, Harvey Mill Park	DE	Resurfacing and Crack Repair	2024
NCC Deacons Walk Park	DE	Resurfacing	2024
NCC Paper Mill Park	DE	Resurfacing and Crack Repair	2024
NCC Talley Day #2	DE	Resurfacing and Crack Repair	2024
NCC Bonsall Park	DE	New Construction	2023
NCC Brevoort Park	DE	Resurfacing	2023
NCC Buckley Park	DE	Resurfacing	2023
NCC Talley Day Park	DE	Resurfacing	2023
Polytech High School Tennis	DE	Resurfacing and Crack Repair	2023
Bayville Shores Condo Association	DE	Resurfacing and Crack Repair	2023
Wilmington Friends School	DE	New Construction	2023
Cab Calloway School of the Arts	DE	Resurfacing	2022
McDaniel College	DE	Resurfacing and Crack Repair	2022
Federick County PS	VA	Resurfacing and Crack Repair	2024
University of Virginia-Indoor Courts	VA	Resurfacing	2024
University of Virginia-Boar's Head Resort	VA	Resurfacing and Crack Repair	2024
Hackley School	NY	Resurfacing and Crack Repair	2024
East Lyme High School	CT	Resurfacing	2024
Town of Moorefield	WV	Resurfacing	2026
Georgetown Preparatory School	DC	Resurfacing and Crack Repair	2025



University of Virginia - Boar's Head Resort

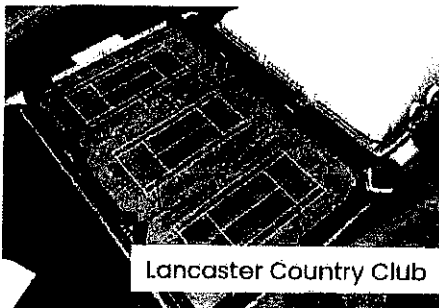


Buckley Park



North Shores

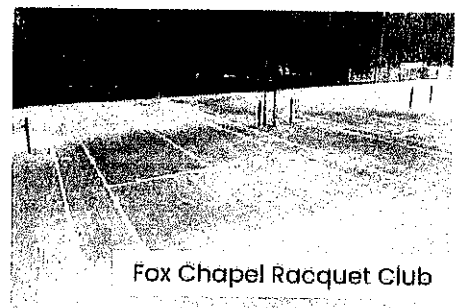
Client	State	Scope of Work	Year
Cynwyd Club	PA	Har-Tru Reconditioning	2026
Huntington Valley Country Club	PA	Har-Tru Reconditioning	2026
Buck Hill Fals Tennis Club	PA	Har-Tru Reconditioning	2026
Holy Savior Club	PA	Har-Tru Reconditioning	2026
Frog Hallow	PA	Har-Tru Reconditioning	2026
Radnor Hunt Country Club	PA	Har-Tru Reconditioning	2023/24/25/26
Martin's Dam Club	PA	Har-Tru Reconditioning	2025/26
Philadelphia Country Club	PA	Har-Tru Reconditioning	2025/26
Country Club of York	PA	Har-Tru Reconditioning	2025/26
Radnor Valley Country Club	PA	Har-Tru Reconditioning	2025/26
Lancaster Country Club	PA	New Construction	2025
Radley Run Country Club	PA	Har-Tru Reconditioning	2024
Mt. Lebanon Park	PA	Har-Tru Reconditioning	2024
West Shore Country Club	PA	Har-Tru Reconditioning	2024
White Manor Country Club	PA	Har-Tru Reconditioning	2023
Brookside Country Club	PA	Har-Tru Reconditioning	2023
Cedarbrook Country Club	PA	Har-Tru Reconditioning	2023
Chester Valley Golf Club	PA	Har-Tru Reconditioning	2023
Fox Chapel Racquet Club	PA	Har-Tru Reconditioning	2023
Moorestown Field Club	NJ	Har-Tru Reconditioning	2026
Bedens Brook Club	NJ	Har-Tru Reconditioning	2025/26
Laurel Creek Country Club	NJ	Har-Tru Reconditioning	2025/26
Hopewell Tennis & Swim Center	NJ	Har-Tru Reconditioning	2023
Firefly Tennis	NJ	Har-Tru Reconditioning	2023
Medford Village Country Club	NJ	Har-Tru Reconditioning	2023



Lancaster Country Club



Radnor Hunt Country Club

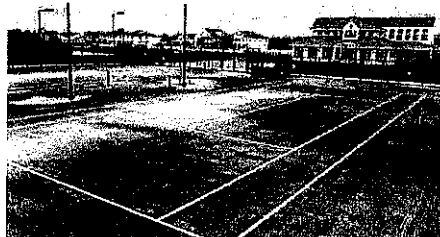


Fox Chapel Racquet Club

Client	State	Scope of Work	Year
Vicmead Hunt Club	DE	Har-Tru Reconditioning	2026
Wilmington Country Club	DE	Har-Tru Reconditioning	2026
Bethany Club Tennis	DE	Har-Tru Reconditioning	2025/2026
The Glade Association	DE	Har-Tru Reconditioning	2023/24/25/26
The Village at Bear Trap Dunes	DE	Har-Tru Reconditioning	2023/24/25/26
Henlopen Acres	DE	Har-Tru Reconditioning	2023/24/25/26
Peninsula Golf & Country Club	DE	Har-Tru Reconditioning	2025
Dave Marshall Tennis	DE	Har-Tru Reconditioning	2025
Bellevue Tennis Center	DE	Har-Tru Reconditioning	2024
Bayside Shores Golf Club	DE	Clay Reconditioning	2023
Vicmead Hunt Club	DE	Har-Tru Reconditioning	2023
Dupont Country Club	DE	Har-Tru Reconditioning	2023
Turf Valley Resort	MD	Har-Tru Reconditioning	2025/26
Congressional Country Club	MD	Har-Tru Reconditioning	2026
Hayfields Country Club	MD	Har-Tru Reconditioning	2025/26
River Run Golf Club	MD	Har-Tru Reconditioning	2025/26
Heron Harbor Isle	MD	Har-Tru Reconditioning	2024/25/26
Green Spring Valley Hunt Club	MD	Har-Tru Reconditioning	2024/25/26
Town of Ocean City	MD	Har-Tru Reconditioning	2024
Flower Valley Bath & Racquet Club	MD	Har-Tru Reconditioning	2024
Columbia Country Club	MD	Har-Tru Reconditioning	2023
Avalon Golf & Country Club	OH	Har-Tru Reconditioning	2024
St Albans School	DC	Har-Tru Reconditioning	2023
Roanoke Country Club	VA	Har-Tru Reconditioning	2024/25/26



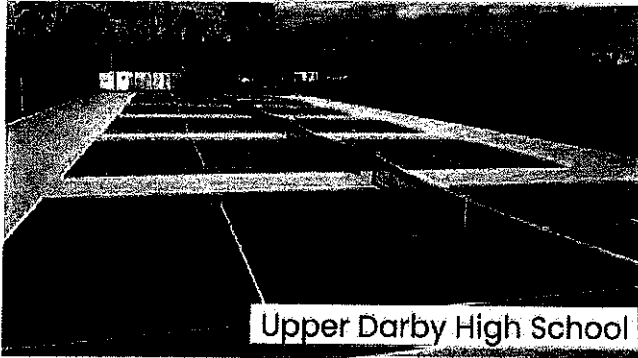
The Village at Bear Trap Dunes



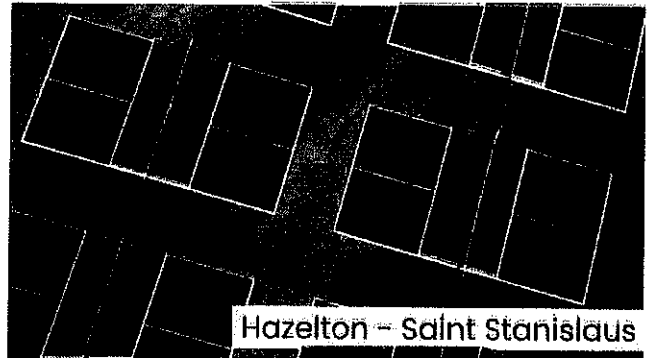
Heron Harbor Isle



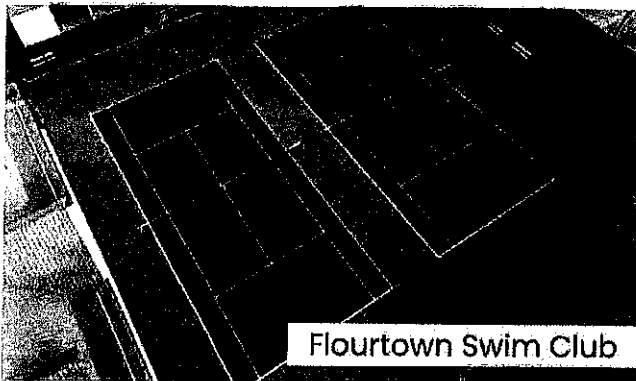
Bayside Resort



Upper Darby High School



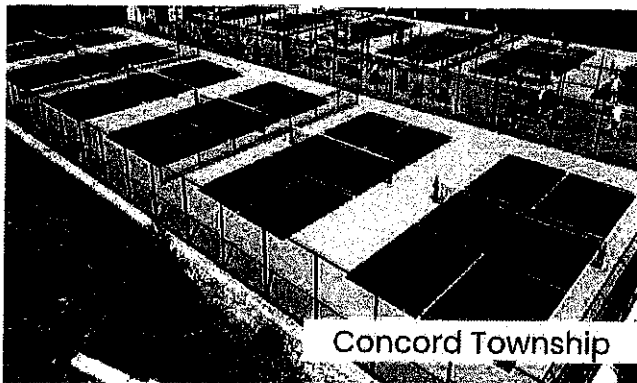
Hazelton - Saint Stanislaus



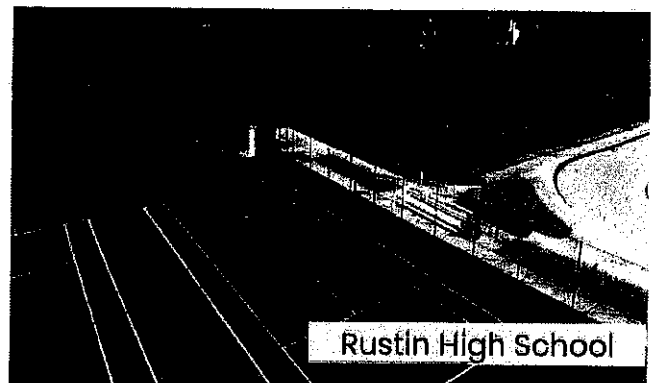
Flourtown Swim Club



Philadelphia - Fotteral Square Park



Concord Township



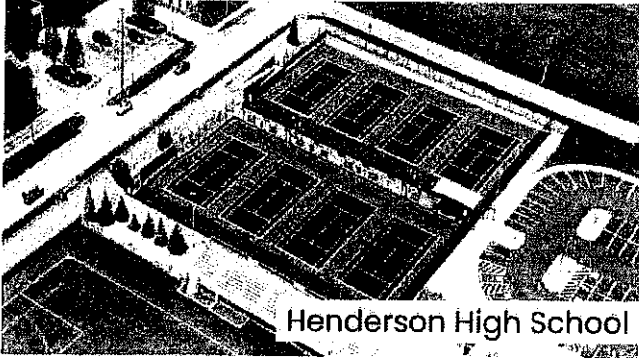
Rustin High School



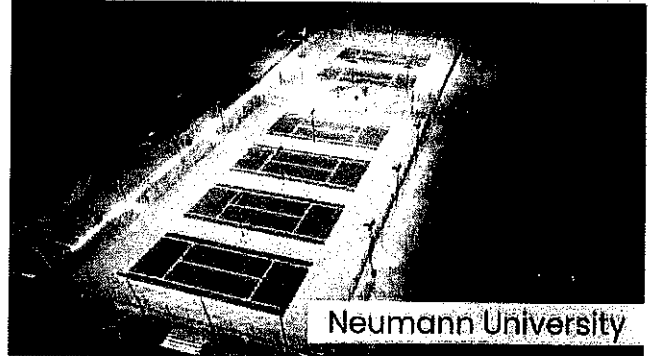
Cab Calloway School



East Goshen Township Park



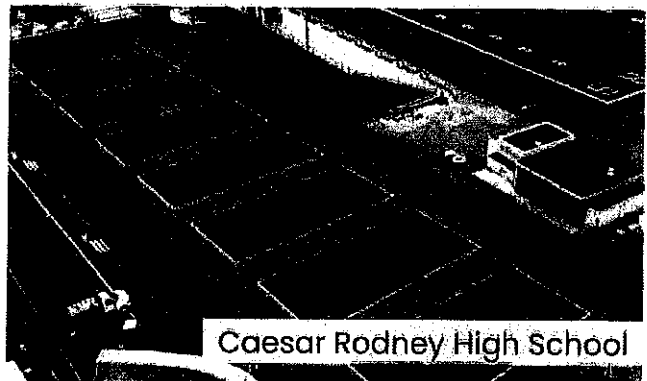
Henderson High School



Neumann University



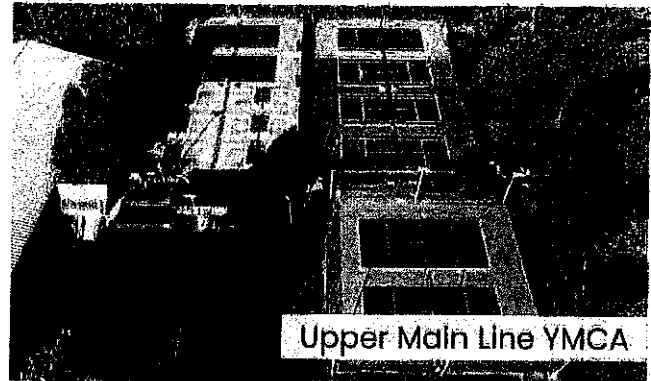
Bayville Shores



Caesar Rodney High School



Welsh Valley Middle School



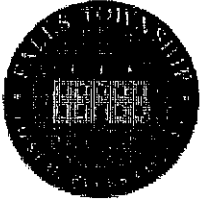
Upper Main Line YMCA



Penn State Behrend Campus



McDaniel College



Township of Falls

BUCKS COUNTY, PA

Board of Supervisors

Jeffrey E. Dence • Brian M. Galloway • John W. Palmer • Erin M. Mullen • Timothy M. Loteckie

May 2026

To Whom It May Concern,

I wanted to take the opportunity to thank Keystone Sports Construction for the amazing job they did on our pickleball court installation at Quaker Penn Park here in Falls Township. This added amenity has been a wonderful addition to our community and court use has been very strong since opening.

Working with the team at Keystone was an absolute pleasure. The team is very professional and thorough. From our initial contact through the completion of the project, communication and execution were flawless.

Therefore, I highly recommend Keystone Sports Construction to anyone looking to improve or add that tennis court, pickleball court, sports field, etc. I am more than happy to discuss my experience with anyone who may be interested. Please call me at (215) 949-9006 or by email at b.andrews@fallstwp.com at anytime.

Sincerely,

Brian Andrews
Director of Parks and Recreation
Falls Township

188 Lincoln Highway • Fairless Hills, PA 19030
(215) 949-9000 • E-mail: admin@fallstwp.com • Website: www.fallstwp.com



2 College Hill, Westminster, MD 21157 www.mcdanielsports.com Office: 410-857-2585

To Whom It May Concern,

McDaniel College is pleased to recommend Keystone Sports Construction following their work on the tennis courts at our Kenneth R. Gill Stadium complex. The quality of their craftsmanship and the professionalism of their team stood out from the beginning.

Keystone approached the project with the same level of attention and care you would expect from any major construction effort. Their team was efficient, respectful of our schedule, and easy to work with. They communicated clearly throughout the process, and the finished courts speak for themselves.

Beyond the court surface itself, it was clear that Keystone values relationships. Their engagement with our college extended beyond the scope of the project in meaningful ways, and it's evident that they take pride in being a part of the broader community they serve.

We're happy to have partnered with them and would gladly do so again. If you're looking for a reliable and skilled team for your next sports facility project, Keystone Sports Construction is the company for you.

Sincerely,

Jeremy Shepherd
Director of Athletics
McDaniel College

The Village at Bear Trap Dunes Owners Association

1 October Glory Avenue Ocean View, DE 19970 302.537.1022



May 30, 2023

RE: Keystone Sports Construction

Dear Keystone Sports Construction,

First, I wanted to say what a joy it was working with Keystone Sports for our clay tennis courts. This was our first time working with them. From the first meeting with Tim Fitzgerald, Mid Atlantic Sales Manager, until the end of the project he was awesome to work with. Easy going and very helpful.

We have 4 clay courts, here at Bear Trap Dunes, and we needed our courts done around Easter time. Key Stone has the best people for the job. Their communication was great and very responsive to our needs. We had used another contractor for the past two years and it was a stress ball for us. There was no communication, they were late getting the courts done, and was never able to get a hold of anyone. When they said they would show up, they didn't.

I will ALWAYS use Key Stone from now on. My homeowners and our tennis pro loved the courts and said how well done they were. The staff that was here doing the job were friendly and easy to deal with. If I had a problem, they took care of right away. We also got new nets installed and they are working great ! Way to go Keystone !! Thanks for making our lives here stress free and good job !!!

Sincerely,

Judy Truitt

General Manager

The Village at Bear Trap Dunes

1 October Glory Avenue, Ocean View, DE 19970

O:302-537-1022

F: 302-537-0661

Pavilion: 302-537-6371

www.beartrapowners.com

Legum & Norman— An Associa® Company

Associa® — *Delivering unsurpassed management and lifestyle services to communities worldwide.*

Visit us online: www.AssociaOnline.com



CAESAR RODNEY SCHOOL DISTRICT

District Office

Telephone: (302) 698-4800
Fax: (302) 697-1860
Website: www.cr.k12.de.us

7 Front Street, Wyoming, Delaware 19934

James Pennewell
Supervisor of Facilities Management

March 21, 2025

To Whom It May Concern,

The Caesar Rodney School District is pleased to offer this letter of recommendation for Keystone Sports Construction in recognition of their outstanding work on the renovation of the tennis courts at Caesar Rodney High School in Camden, Delaware, as well as their work on multiple indoor athletic facilities and gymnasiums throughout the school district. Their team handled every aspect of the project with professionalism and dedication, making the entire process smooth and efficient.

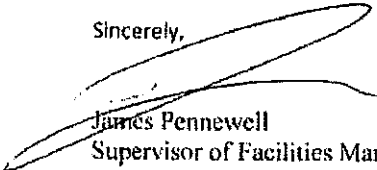
Keystone Sports Construction worked diligently to restore and enhance our courts, completing the project in two phases over consecutive years. Their expertise was evident in the quality of their work, and their ability to seamlessly coordinate each step ensured minimal disruption to our school community. They communicated effectively, kept us updated on progress, and remained committed to delivering a final product that met our expectations.

Beyond the tennis court renovations, Keystone Sports Construction also played a crucial role in enhancing our indoor athletic facilities. They led the redesign of the gymnasiums at two of our middle schools as well as the high school gym and completed the screening and coating of all the gym floors throughout the district.

What truly set Keystone Sports Construction apart was their proactive approach and attention to detail. They took the time to understand our needs and ensured the finished courts provided our students and athletes with the best possible playing surface. Their team was organized, responsive, and always willing to go the extra mile to ensure that every aspect of the project was handled with care.

Thanks to their hard work, the Caesar Rodney High School tennis courts have been transformed into a top-tier facility that will serve our students and community for years to come. We would not hesitate to work with Keystone Sports Construction again and highly recommend them to any organization in need of high-quality sports construction services.

Sincerely,


James Pennewell
Supervisor of Facilities Management

WHERE EDUCATIONAL EXCELLENCE IS A TRADITION

Caesar Rodney School District is an Equal Opportunity Employer and does not discriminate in employment or educational programs, services or activities based on race, color, religion, national origin, gender, age, veteran or marital status, disability, sexual orientation, gender identification or genetic information in accordance with State and federal laws. Inquiries about compliance should be made to the Title IX, District 501 and ADA Compliance Officers, Paul L. Dunbar Administrative Building, 7 Front Street, Wyoming DE 19934. Phone (302) 698-4800.



SPRING COVE SCHOOL DISTRICT

1100 E. Main Street
Roaring Spring, PA 16673
<https://www.springcovesd.org>
Phone: (814) 224-5124
Fax: (814) 224-5516

Aaron Barnes
Supervisor of Buildings
and Grounds
a.barnes@springcovesd.org
(814) 224-5518

The mission of the Spring Cove School District is to inspire and equip all students to become responsible, respectful, and productive contributors to our local and global communities.

To Whom It May Concern,

As the Supervisor of Buildings and Grounds for Spring Cove School District, I am pleased to write this letter of reference for Keystone Sports Construction. We had the privilege of working with Keystone Sports Construction for the resurfacing of our tennis courts, and we are highly satisfied with their professionalism, expertise, and quality of work.

From the initial consultation with Steve Nagler to the completion of the project, the team at Keystone Sports Construction demonstrated exceptional attention to detail and commitment to excellence. They thoroughly assessed the condition of our existing courts, provided insightful recommendations, and executed the resurfacing process efficiently and within the agreed timeline.

The quality of the resurfacing work was outstanding. The courts now provide a superior playing surface, enhancing the experience for our players and ensuring long-term durability. Not to mention, everybody loves the red and grey school colors!

Furthermore, the Keystone Sports Construction team was professional, courteous, and responsive throughout the entire project. They maintained clear communication, addressed any concerns promptly, and ensured that the project was completed to our satisfaction.

Based on our experience, I highly recommend Keystone Sports Construction for any sports court construction or resurfacing needs. Their expertise, reliability, and dedication to quality make them a top choice in the industry.

Sincerely,

Aaron Barnes
Supervisor of Buildings and Grounds
Spring Cove School District

Wilkes-Barre Area School District

730 SOUTH MAIN STREET WILKES-BARRE, PENNSYLVANIA 18711-0375

SUPERINTENDENT: (570) 826-7111 Ext. 1148 FAX: (570) 819-5010

BOARD SECRETARY: (570) 826-7111 Ext. 1162 FAX: (570) 819-5011



Joseph A. Caffrey, President
Denise T. Thomas, Vice President
Dr. Brian J. Costello, Superintendent
Thomas F. Telesz, Board Secretary/Business Administrator

Members of the Board

Mark Atherton	John R. Quinn
Arthur W. Breese	Dr. James F. Susek
Joseph A. Caffrey	Denise T. Thomas
Ned J. Evans	Rev. Shawn Walker
Beth Anne Harris	



January 14, 2025

To Whom It May Concern:

I am pleased to highly recommend Keystone Sports Construction for their outstanding work on the athletic facilities of the Wilkes-Barre Area School District. Their expertise and dedication were evident throughout the multi-phase design-build projects, which included the construction of our stadium, track, football field, auxiliary fields, baseball field, tennis courts, and various stadium amenities.

In the initial phase, Keystone Sports Construction developed our main athletic complex, featuring a state-of-the-art football field with synthetic and a Rekortan running track. They also installed a new sound system, Musco lighting with a Show-Light system, bleachers, and a press box. The custom design elements, such as the wolf logo at center field and the black and light blue end zone graphics, have significantly enhanced our school's identity.

Subsequent phases included the development of auxiliary fields, where Keystone installed premium synthetic turf, new dugouts, batting tunnels, electronic scoreboards, and Musco lighting. They constructed paved walkways and access roads, efficiently linking the new facilities with existing structures.

The final phase involved the construction of a baseball field and six tennis courts. Keystone's work included excavation, drainage system installation, laser grading, and the application of premium dual-fiber synthetic turf for the baseball field. The tennis courts received new asphalt, acrylic surface coatings, striping, and netting. Additionally, they installed fencing, bullpen pitching mounds, dugouts, batting cages, scoreboards, and Musco lighting, ensuring our facilities are equipped for both day and night events.

Throughout these projects, Keystone Sports Construction demonstrated professionalism, attention to detail, and a commitment to quality that exceeded our expectations. Their ability to deliver comprehensive solutions tailored to our specific needs has provided our students and community with top-tier athletic facilities.

I wholeheartedly endorse Keystone Sports Construction for any athletic facility development. Their expertise and dedication make them an invaluable partner for any organization seeking superior construction services.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Costello".

Dr. Brian J. Costello
Superintendent

Notice of Non-Discrimination

The Wilkes-Barre Area School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

The following person has been designated to handle inquiries regarding the non-discrimination policies:

The Wilkes-Barre Area School District Superintendent, 730 South Main Street, Wilkes-Barre, PA 18711-0375, 570-826-7111



BLUE MOUNTAIN SCHOOL DISTRICT

David H. Helsel
Superintendent of Schools

Kristin N. Frederick
Assistant Superintendent of Schools

December 12, 2024

To whom it may concern,

I am pleased to offer this letter of recommendation for Keystone Sports Construction. Keystone Sports Construction recently completed the refinishing of the Blue Mountain School District's tennis courts. It has been an outstanding transformation, and I couldn't be more pleased with the final project.

In July 2024, hoping to find a contractor to refinish our district's tennis courts by the last week of August, I contacted Keystone Sports Construction. Geoff Sellers was quick to come onsite and provide a proposal that was not only cheaper than we anticipated but said he would be able to complete our project on the short timeline we provided. Within a week, we had a signed contract, and the work began.

From the first point of contact and continuing throughout the project, Keystone Sports Construction was always providing updates and changes as they occurred, including any effects to the timeline. I was on site multiple times throughout the project and was always greeted with a smile and kind words from all their employees. Their team was very efficient and took the time to make sure even the smallest details were completed to perfection.

The project was not only completed on time and ready for the start of the tennis season but was better than we even had anticipated. The courts were transformed from a standard 30-year-old tennis court to a new and improved complex that our teams will enjoy for years to come.

In closing, I would like to say that Keystone Sports Construction went above and beyond to make sure Blue Mountain School District tennis courts were amazing. Please feel free to contact me if you have any other further questions.

Sincerely,

Shawn M. Runkle
Director of Facilities
Blue Mountain School District
smrunkle@bmsd.org
570-366-0515 Ext. 1032

685 Red Dale Road, Orwigsburg, Pennsylvania 17961

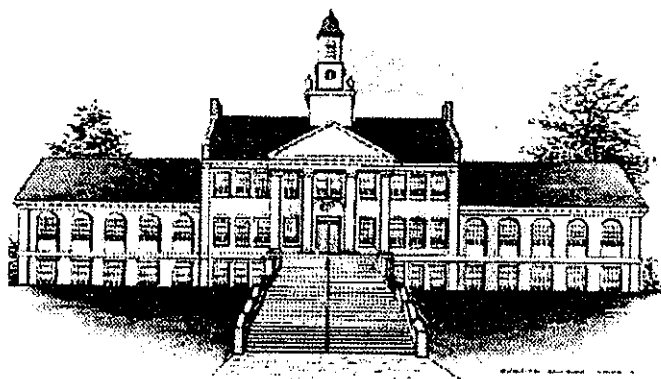
☎ 570-366-0515

✉ dhhelsel@bmsd.org

✉ knfrederick@bmsd.org

🌐 www.bmsd.org

An Equal Opportunity Employer



TOWNSHIP OF UNION

IN THE COUNTY OF UNION

RECREATION DEPARTMENT

1120 Commerce Ave

Union, New Jersey 07083

(908) 686-4200 Fax (908) 686-4114

www.uniontownship.com/recreation

Robert Cowper

Superintendent of Recreation

Patricia Guerra-Frazier

Commissioner

To Whom It May Concern,

My name is Robert Cowper, I am the Superintendent of Recreation for the Township of Union, and I am writing this letter on behalf of the Township to commend Keystone Sports Construction for their exceptional work at Weber Park and Joe Collins Park. Our experience with Keystone Sports Construction has been outstanding, and we are pleased to provide this letter of reference based on their recent projects.

Keystone Sports Construction was contracted to undertake significant renovations at both Weber Park (four brand new pickleball courts) and Joe Collins Park (fully renovated tennis/pickleball court). Throughout the duration of these projects, Keystone Sports Construction demonstrated professionalism, expertise, and a strong commitment to quality. Their team effectively managed all aspects of the construction process from initial planning to final execution. Communication with our team was clear and timely, and they kept us well-informed and involved in decision-making.

I would like to highlight the following aspects of working with Keystone:

1. **Project Management:** The project was planned and executed with Keystone's team proactively addressing any issues that arose, ensuring minimal disruption to park operations.
2. **Quality of Work:** The renovations at Weber Park and Joe Collins Park have significantly enhanced the aesthetics and functionality of these public spaces. Keystone Sports Construction's attention to detail is commendable.
3. **Customer Service:** From the beginning, Keystone Sports Construction prioritized customer satisfaction. They were responsive to our needs and receptive to feedback, making adjustments as necessary to meet our expectations.

We are delighted with the results achieved by Keystone Sports Construction at Weber Park and Joe Collins Park. Their dedication to excellence and their ability to deliver on their promises have left a lasting positive impression on our community.

Sincerely,

Robert Cowper

Sugarloaf Township Supervisors

LUZERNE COUNTY

858 Main Street
Sugarloaf, Pennsylvania 18249

July 23, 2024

To Whom It May Concern,

This letter is regarding our recently completed project for our tennis court restoration at Larock Recreation Center, Sugarloaf Pa. 18249.

Our project consisted of a complete restoration of our tennis court, including the repainting of the court to include markings for Pickle Ball, which many in our township have taken up as a sport. Unfortunately, I did not know much about Pickle Ball, but luckily our representatives from Keystone did!

We worked with Project Manager AJ DiDonato, Anthony Santonastaso, and Vic Schweltzer on this project. Working with our budget, the funding for this project was received through an LSA Local Grant, they were able to guide us on the best way to proceed with the court resurfacing and also suggested a wonderful color scheme, which reflects the colors used in the US Open. The beautiful green and blue court with white lines thrilled our recreation committee and our residents.

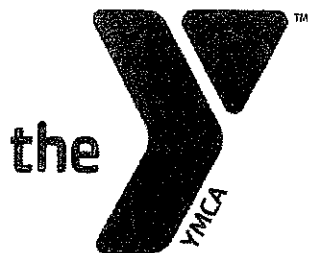
Keystone Sports personnel were very professional, from the first meeting on site through the final completion. As the resurfacing part of the project was completed late fall, Keystone arranged with us to come back in the spring to do the painting. As promised, they returned in the spring and completed the outstanding work on the contract.

I found this company quite easy to work with and will certainly look forward to collaborating with them on other projects in the future.

Regards,



Elizabeth Tolan
Township Manager
Sugarloaf Township, Luzerne County, Pa.



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

To Whom It May Concern,

I am writing this letter to express our sincerest gratitude and commendation for the outstanding work performed by Keystone Sports Construction on the recent renovation projects at YMCA Camp Tockwogh in Worton, Maryland, and the Bear-Glasgow YMCA in Newark, Delaware.

The scope of the projects encompassed the resurfacing and refurbishment of our tennis courts at YMCA Camp Tockwogh, as well as the construction of multi-purpose basketball and pickleball courts at the Bear-Glasgow YMCA. Throughout the duration of both projects, Keystone Sports Construction demonstrated exceptional professionalism, expertise, and dedication. Their team exhibited a profound understanding of our requirements and worked diligently to ensure that all aspects of the projects were executed to the highest standards. Their attention to detail and commitment to quality were evident in every phase of the construction process.

From the initial planning stages to the final implementation, they consistently communicated with us, providing regular updates and addressing any concerns. This transparent and open line of communication fostered a collaborative working relationship, enabling us to stay informed and involved in the progress of the projects. We are delighted to report that both courts have exceeded our expectations. The superior craftsmanship and materials used by Keystone have resulted in facilities that are not only aesthetically pleasing but also durable and functional. Since the completion of the projects, we have received overwhelmingly positive feedback from our community members. They have expressed their appreciation for the high-quality facilities and their positive impact on their recreational experiences.

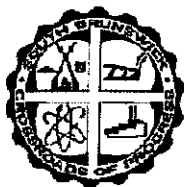
I wholeheartedly and without hesitation recommend Keystone Sports Construction to any organization seeking professional and reliable sports facility construction and renovation services. Their commitment to excellence makes them a trusted and valuable partner for any project.

Thank you once again for your outstanding work and for helping us fulfill our mission of empowering individuals and strengthening communities through sports and recreation.

Sincerely,

**Christopher Ryan
Sr Vice President, Buildings, Properties, Risk
YMCA of DELAWARE**

100 W. 10th Street, Suite 1100, Wilmington, DE 19801
P 302-571-6925 F 302-656-6913 www.ymcade.org



TOWNSHIP OF SOUTH BRUNSWICK

Municipal Building • P.O. Box 190 • Monmouth Junction, NJ 08852-0190
Parks and Recreation Department, Ext. 7671,
Fax 732 821 2811

Phone
732-329-4000
TDD
732-329-2017

June 13, 2024

To Whom It May Concern,

I am writing to express our utmost satisfaction with Keystone Sport Construction for their recent work on the new pickleball courts in our community. From start to finish, their team demonstrated exceptional efficiency and professionalism.

Throughout the construction process, Keystone Sport Construction consistently responded promptly to all our concerns and inquiries. Their attention to detail and commitment to high-quality workmanship were evident at every stage.

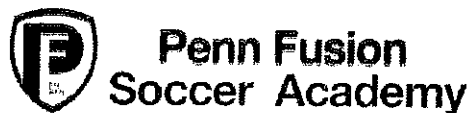
The completed pickleball courts have exceeded our expectations, and the community is thrilled with the outcome. The courts are heavily used daily, a testament to the excellent job done by your team. The new facilities have quickly become a cherished part of our community's recreational offerings.

We are grateful for the outstanding service provided by Keystone Sport Construction and would highly recommend their services to others.

Thank you once again for your exceptional work.

Sincerely,

Amanda Applegate
Recreation Director
South Brunswick Township



To whom it may concern,

As a member of the West Chester Area School District Board & Chair of Property & Finance, I am writing to share my experiences and the exemplary outcomes our district benefitted from our engagement with Keystone Sports Construction and their managing partner Russell Lyddane over many years.

As with all districts in our area, the need to deliver best-in-class athletic facilities was of paramount importance for our athletes and the community at large. Further, WCASD has three high schools within our district, so a premium was placed on quality standards, in terms of product selection and constructability at scale, while ensuring fiscal jurisprudence for the benefit of our taxpayers.

Over the past several years, Keystone Sports Construction played a vital role in achieving those objectives and the overall enhancement of our district's sports facilities. Their work included the construction of six (6) synthetic turf fields, installation of two (2) running tracks and sixteen (16) tennis courts, along with one Musco lighting retrofit. The completion of these projects has not only elevated the standard of our sports facilities, but the positive impact on the morale of our student-athletes and community members alike cannot be overstated.

From initial consultation through project(s) completion, Keystone Sports Construction took a collaborative approach with the board and administration team to ensure every consideration and unique request was thoroughly evaluated, both in terms of quality/performance standards and cost considerations, so that we could make informed decisions and feel comfortable that the outcome would meet/exceed our expectations, which they delivered against in an exemplary manner.

Keystone Sports Construction's dedication to excellence and delivering a superior outcome was never in question and it was clear early on that WCASD wasn't just another project, but rather that they were invested in the well-being of our students and the impact the project(s) would have on the community going forward. This has only been further validated by their follow up and engagement post project completion, as they are always available to us and on site regularly ensuring the facilities are in top condition, even when unsolicited.

I am also a long-time board member of Penn Fusion Soccer Academy and Director of Facilities. We contracted with Keystone for a turf field installation. We are totally satisfied with Keystone due to excellent workmanship, competitive pricing and excellent customer service and all these attributes can not be met by other turf competitors based on past history.

In short, any school district, preparatory school or university that is considering large-scale transformational athletic projects, Keystone Sports Construction should merit your strongest consideration. Feel free to contact me directly if you would like to discuss in more detail.

If you have any questions or require additional information, please contact me.

Thanks,

Gary J. Bevilacqua

Gary J. Bevilacqua

cell: 610-496-3648

PFSA Board of Director & Director of Technology & Facilities

WCASD (West Chester Area School District) Vice President & Chair of Property & Finance committees

coachbevilacqua@comcast.net or gary_bevilacqua@vanguard.com

Address: 901 S. Bolmar Street, Suite P
West Chester, PA. 19382
Office: 610-399-5277 Fax: 610-399-5260
Web Site: www.wcusd.org & www.pennfusion.org



Tod W. Horner
Architectural Designer

Maintenance Center Slippery
Rock, PA 16057-1326 phone:
724-738-2534 fax: 724-738-
2540 tod.horner@sru.edu

Finance and Administrative Affairs

Accounting Services
Budget and Fiscal Planning
Contracts Management
Controller
Environmental Health and Safety
Facilities & Planning
Human Resources
Purchasing

To Whom It May Concern,

I wanted to take a moment to tell you how thrilled we are with the amazing job Keystone Sports Construction did refinishing Slippery Rock University's tennis courts. It's been an incredible transformation, and I can't thank them enough for their hard work and dedication.

Working with Steve Nagler was an absolute pleasure. He made everything extremely easy for us. Whenever we had questions or concerns, he was there to help, making sure we understood everything every step of the way. His communication skills were outstanding, and it made the whole process smooth and stress-free.

What truly matters is how our students feel about the newly updated courts. They are beyond excited! The courts look fantastic, and they can't wait to start playing on them. Keystone Sport's work has not only made our tennis facilities look great but has also created a buzz of enthusiasm among our students. They're eager to get out there and enjoy the courts to the fullest.

Thank you once again for the exceptional work you've done. We are genuinely grateful for your expertise and professionalism. If anyone ever needs a reference, please don't hesitate to reach out. We are more than happy to share our experience, and we look forward to the opportunity to work with Keystone Sports Construction on future projects.

Warm regards,

Tod Horner



PennState
Behrend

Athletics Exercise & Sport Science Program Tel: 814-898-6163
The Pennsylvania State University Fax: 814-898-6013
104 Junker Center behrend.psu.edu
5103 Station Road
Erie, PA 16563-0400

September 2022

Mr. Steve Nagler
Regional Sales Manager
Keystone Sports Construction
5061 W. Harbison Rd.
Pittsburgh, PA 15205

Dear Steve,

On behalf of the tennis athletes at Penn State Behrend, we would like to thank your company for the terrific job they did resurfacing our tennis courts. All six of our courts are now playable. Your staff was efficient in completing the courts in a timely fashion to not interfere with our current season.

Thank you again for completing the job for us.

Sincerely,

Brian Streeter
Director of Athletics

Sample Insurance Certificate:

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422		CONTACT NAME: Michelle Kafer PHONE (A/C, No, Ext): 484 351-4600 FAX (A/C, No): 610 537-4974 E-MAIL ADDRESS: michelle.kafer@usi.com	
INSURED Gold Standard Consulting LLC dba Keystone Sports Construction 1100 Schell Lane, Suite 104 Phoenixville, PA 19460		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co. of Hartford NAIC # 20478 INSURER B: Continental Insurance Company 35289 INSURER C: American Casualty Company of Reading PA 20427 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		7095194771	02/01/2026	02/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		7095194754	02/01/2026	02/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		7095194768	02/01/2026	02/01/2027	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	7095194785	02/01/2026	02/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Cargo		7095194771	02/01/2026	02/01/2027	See below
A	Property/IM		7095194771	02/01/2026	02/01/2027	See below
A	Auto Physical Da		7095194771	02/01/2026	02/01/2027	See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cargo/Annual Transit -\$250,000 Owned Vehicles/\$250,000 Cat Limit/\$5,000 Deductible

Property-\$500,000 Contents/\$5,000 Deductible

Inland Marine (IM)- \$1,289,600 Contractors Equipment-Cat Limit/\$5,000 Deductible

Inland Marine (IM)- \$10,000 Owned Tools-Cat Limit/\$5,000 Deductible

Inland Marine (IM)- \$500,000 -Equipment Leased/Rented from Others

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Inland Marine (IM)- \$500,000-Installation Floater-Cat Limit/\$5,000 Deductible

Inland Marine (IM) - Small Tools - \$50,000/\$5,000 Deductible

Auto Physical Damage-\$1,000 Ded Comp/\$1, Ded Coll

Required Forms:

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Gold Standard Consulting, LLC		
	2 Business name/disregarded entity name, if different from above. dba Keystone Sports Construction		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1100 Schell Lane, Suite 104		Requester's name and address (optional)
6 City, state, and ZIP code Phoenixville, PA 19460			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6	-	2	5	7	8	0	3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 
------------------	---

Date **1/5/26**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

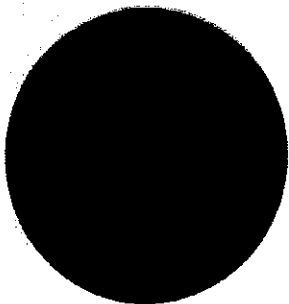
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

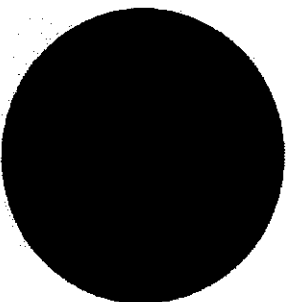
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

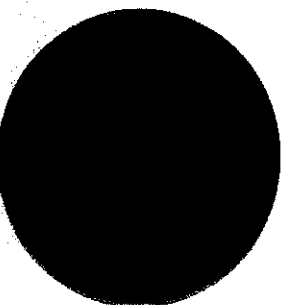
ENVIRONMENTALLY RESPONSIBLE · ASBESTOS FREE · MERCURY FREE



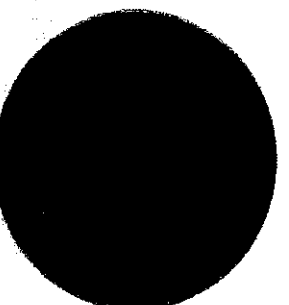
#45B STADIUM BLUE



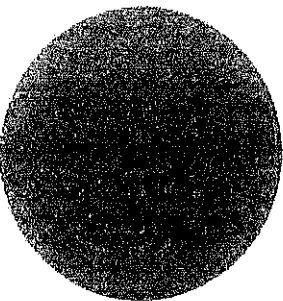
#1 GRASS GREEN



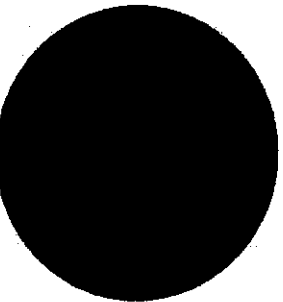
#2 RED



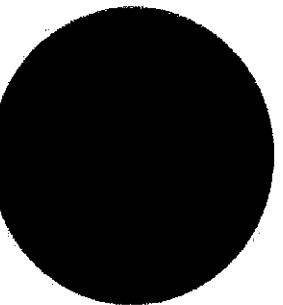
#12 SAND DUNE



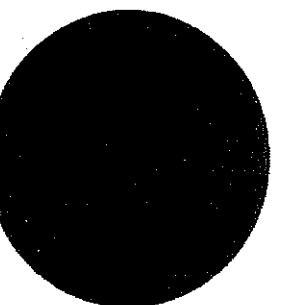
#6 GREY



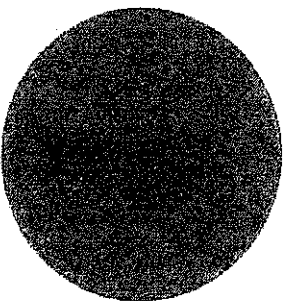
#9 NOVA GREEN



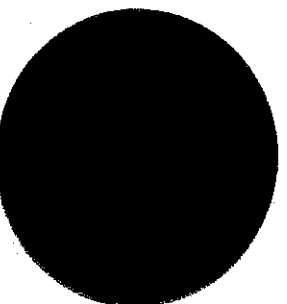
#10 BURGUNDY



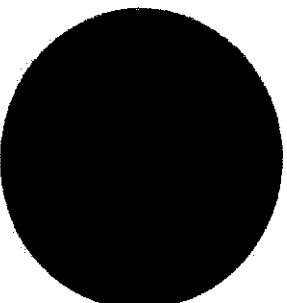
#4 BLUE



#11 CLASSIC GREEN



#3 TERRA COTTA



#7 BROWN
Field mix

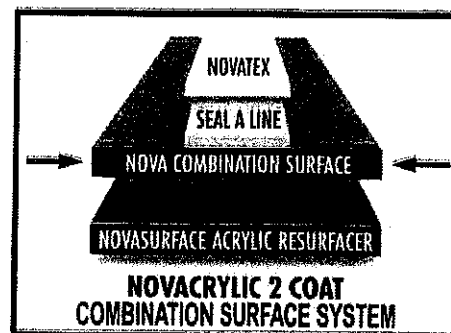
These are digital representations
of the 11 standard Nova colors.
Contact info@novasports.com
for a physical color swatch
sample.
Custom colors* available upon request.
*minimum quantity may be required.



SPORT SURFACES

NOVACRYLIC COMBINATION SURFACE is a factory mixed blend of Novacoat and Novafil supplied in a concentrated form so that only water need be added prior to application on asphalt or Portland cement tennis courts. This product is used both for new and recoat work.

NOVA SPORTS USA began manufacturing this product upon request from contractors who wanted a blend of texture and topcoat, which would require only the addition of water at the jobsite. Now the only decision to be made by the technicians doing the applications is: "How much water do I add?". In actual practice, using NOVACRYLIC COMBINATION SURFACE makes ordering and shipping materials to the jobsite much simpler. The main concern becomes: how many courts, how many coats and what color is specified.



NOVACRYLIC COMBINATION SURFACE makes applications simpler. Contractors achieve better looking courts than they were getting using other materials *and* they were doing it at no more material cost! In some cases, lower labor costs and less loss through wasted materials. Almost without exception, every contractor who has tried "Combo" has converted to this system.

This coating has a non-slip texture with a unique low abrasive feature that makes playing on a Novacrylic surface easier on players and tennis balls. Because the aggregates used in this product are non-angular, the sharp edges found in ordinary sand are not present. This allows us to produce maximum texture with minimum abrasion. The reduction in abrasion means that the playing surfaces will not be "sticky". A surface having these features is more comfortable and less tiresome than other acrylics to play on. Injuries such as shin-splints and "monkey muscle" problems are lessened and tennis balls and shoes last longer.

DILUTION	Minimum of 15-Gal water up to 21-Gal water to 30-Gal of Combination coating
COLORS	Blue, Burgundy, Classic Green, Grass Green, Grey, Novagreen, Red, Sand Dune, Stadium Blue, Terra Cotta
TYPICAL APPLICATION	2 or 3 coats Combination surface
RECOATING	2 Coats Combination surface
NEW WORK	(optional) 1 coat Novasurface acrylic resurfacer 2 or 3 coats Combination surface
SPREADING RATE	0.047 - 0.056 gallons per sq. yd., per coat 160 - 190 sq. ft. per gallon, per coat 1 court (60' x 120') requires 80-100 gallons for two coats
PACKAGED QUANTITY	5 gallon pail, 30 gallon drum, 275 gallon tote
Minimum Application Temperature is 50°F and rising. Application is with a neoprene rubber squeegee as described on page 7. Novacrylic Combination Surface is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.	

* According to standards in place at the time this document was created, this product is rated non-hazardous



PROTECT FROM HEAT



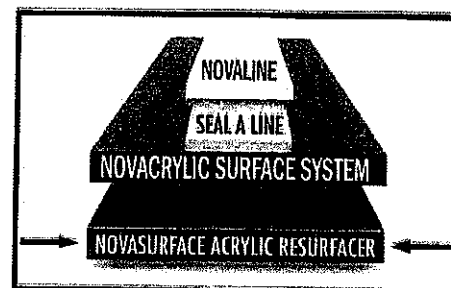
DO NOT FREEZE



NOVASURFACE is 100% acrylic concentrate to be blended with sand and water at the jobsite. It is used as a resurfacer for pavement prior to the application of acrylic color surfacing systems. The sand filled mixture is squeegeed over the surface to fill voids and hide the profile of aggregates in the pavement. The use of Novasurface over an open or porous asphalt mix will seal the pavement, make it smoother and increase the yield of subsequent Novacrylic color materials.

Novasurface may be applied over uncoated concrete only after priming with CP-761 Concrete Primer.

Unlike asphalt emulsion resurfacers, Novasurface does not deteriorate with age. It is resistant to water and does not have to be rolled after application. Another advantage is the easy wash up and cleaning of tools with water.



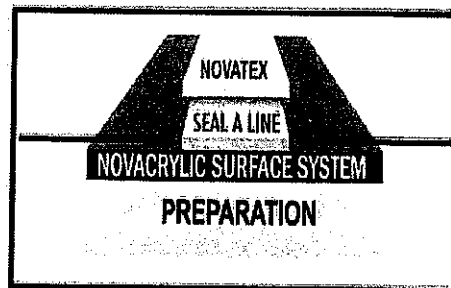
DILUTION: Resurfacer	2 parts NOVASURFACE to 1 part water Add 10 - 15 lbs. sand (50-60 mesh) per gallon of NOVASURFACE
SPREADING RATE	0.06 - 0.10 gallons per sq. yd., per coat 90 - 150 sq. ft. per gallon, per coat
CRACK FILLER	Add sand to undiluted NOVASURFACE until consistency of putty
COLOR	Dark grey
PACKAGED QUANTITY	5 gallon pail, 30 gallon drum, 55 gallon drum
WEIGHT	9.5 lbs per gallon
Minimum Application Temperature is 50°F and rising. Application is with a neoprene rubber squeegee as described on page 7. NOVASURFACE is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.	

* According to standards in place at the time this document was created, this product is rated non-hazardous



SEAL-A-LINE is a special coating that seals the edge of masking tape on hand painted lines so that no line marking paint migrates under the edge of the masking tape. This creates lines so sharp that they look as if they were cut into the surface with a knife.

Seal-A-Line is applied as supplied using a paint brush or roller after masking tape is put down. The coat of Seal-A-Line dries quickly (10 minutes in good drying conditions). When dry, apply a coat of Novatex textured line paint. When masking tape is removed, the sharpest white line possible results.



DILUTION	Use SEAL-A-LINE undiluted
COLOR	White when liquid. Clear when dry.
PACKAGED QUANTITY	1 gallon pail, 1 gallon squeeze bottle, 5 Gallon pail
WEIGHT	10 lbs per gallon
Minimum Application Temperature is 50°F and rising. Application is with a brush or roller. Seal-A-Line is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.	

* According to standards in place at the time this document was created, this product is rated non-hazardous



**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10792**

MOVED BY COUNCILPERSON: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN AUTHORIZING THE EXECUTION OF AN AGREEMENT AND GENERAL RELEASE BETWEEN THE CITY OF JOHNSTOWN AND MICHAEL CAPRIOTTI.

WHEREAS, the City and Mr. Capriotti have negotiated an Agreement and General Release to resolve all matters relating to the conclusion of his employment with the City; and

WHEREAS, pursuant to the Agreement, Mr. Capriotti will voluntarily resign his position as Assistant City Manager, and the City will provide the compensation and benefits set forth therein in exchange for a full and complete release of all claims against the City and its elected officials, employees, agents, and representatives; and

WHEREAS, the Agreement further provides for confidentiality, mutual non-disparagement, waiver of re-employment rights, and other customary terms intended to fully and finally resolve any potential disputes between the parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, Cambria County, Pennsylvania, as follows:

Section 1. The Mayor is hereby authorized and directed to execute the Agreement and General Release between the City of Johnstown and Michael Capriotti. The City Manager and Solicitor are authorized to take any and all actions necessary to carry out the intent of this Resolution.

Section 2. This Resolution shall take effect immediately upon its adoption.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

Spinelli			Brandon-Taylor			King			Arnone			Barber			Clark			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of **Resolution No. 10792** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor or Charles Arnone, Dep. Mayor

Arturo Martynuska, City Manager or Jennifer Burkhart, City Clerk

AGREEMENT and GENERAL RELEASE

This Agreement and Release is entered into by and between Michael Capriotti of Johnstown, Pa. (hereinafter "Capriotti"), and the City of Johnstown, its successors and assigns (hereinafter "COJ").

In consideration of the covenants and promises set forth herein, it is hereby agreed as follows:

1. COJ agrees to pay Capriotti the sum of \$30,000.00, plus his accrued vacation and sick days. This payment will have all regular payroll deductions and taxes withheld. Capriotti agrees to immediately resign his position as Assistant City Manager. The COJ also agrees that it will not oppose any unemployment compensation claim of Capriotti,
2. In consideration of the provisions in Paragraph 1 above, Capriotti, on behalf of himself, his heirs, executors, administrators and assigns, hereby releases, acquits and forever discharges the COJ, its City Council, City Manager, employees, agents, representatives, successors and assigns, from any and all claims, expenses (including attorney fees), liabilities, damages of any kind, compensation, actions and causes of action of any nature (collectively, "claims"), under any theory of law, whether common, constitutional or statutory, whether in law or in equity, which he had or held, or has or holds through the execution date of this Agreement.

These claims include, but are not limited to: claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment and Collection Law, the Americans with Disabilities Act of 1990, as amended, the Family Medical Leave Act of 1993, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, as amended or any other claim under federal or applicable state law.

3. The parties will keep the terms of this Agreement confidential except as required by law, other than Capriotti may discuss with his attorney, accountant, or immediate family. Capriotti also agrees to waive any rights to rehire with the COJ.
4. Capriotti and the COJ agree that each party will not make any disparaging comments about the other party, including written, oral, or electronic communication, including social media. Capriotti's obligation of non-disparagement under this paragraph includes all members of City Council, the City Manager, and current and former employees of the COJ.

5. Capriotti acknowledges and agrees that he has been advised that he should review this Agreement with his Attorney and he has the opportunity to have up to twenty-one (21) days from the date of receipt of this Agreement to consider executing it, and that he has the opportunity to revoke this Agreement by delivering written notice to the COJ within seven (7) days following the date of his execution of this Agreement. Any such notice shall be directed to the City Manager, City Hall, Johnstown, Pa. 15901.
6. By entering into this Agreement, Capriotti acknowledges that the COJ does not admit to any violation of the laws referred to in Paragraph 2.
7. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and any dispute between the parties over the terms of this Agreement shall be subject to the jurisdiction and venue of the Cambria County Court of Common Pleas, Pennsylvania.
9. Capriotti agrees that no promises or representations except those contained in this Agreement have been made to Capriotti in connection with this matter.

Michael Capriotti

Date

City of Johnstown

By: _____
Mayor, Rev. Sylvia King

Date

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10793

RESOLUTION MOVED BY COUNCILPERSON: _____

A RESOLUTION OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA TO MAKE APPLICATION FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$3,000,000

WHEREAS, the City of Johnstown recognizes the need for safe, modern and up to date infrastructure to support the City mission of service to the public, and,

WHEREAS, the City of Johnstown recognizes the need to remove City owned structures that have passed their service life, and,

WHEREAS, the City lacks adequate funding to achieve all of its objectives to modernize facilities that serve the public interest,

BE IT RESOLVED, that the City of Johnstown of Cambria County hereby requests a Multimodal Transportation Fund grant of \$3,000,000 from the Commonwealth Financing Authority to be used for the Downtown Parking Garage Demolition Project.

BE IT FURTHER RESOLVED, that the Applicant does hereby designate Arturo Martynuska, City Manager, as the official(s) to execute all documents and agreements between the City of Johnstown and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLUTION SECONDED BY COUNCILPERSON: _____

Roll Call:

Brandon-Taylor			Clark			King			Barber			Spinelli			Hamacek			Arnone		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Resolution NO. 10793 as the same adopted by the City Council of the City of Johnstown, Pennsylvania

Rev. Sylvia King Mayor and or Deputy Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10794

MOTIONED BY COUNCIL PERSON: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECUATE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES IN LORAIN BOROUGH EFFECTIVE JANUARY 1, 2027, THROUGH DECEMBER 31, 2029

WHEREAS, Cities and boroughs are authorized to enter into any joint agreement as may be deemed appropriate in the exercise or in the performance of their respective governmental functions, powers or responsibilities in accordance with the Pennsylvania Intergovernmental Cooperation Law (53 Pa. C.S. §2301 et seq.) and

WHEREAS, the Borough of Lorain has requested that the City provide said police services to the Borough in accordance with the terms and conditions of the Intergovernmental Agreement attached hereto, now, therefore;

BE IT RESOLVED, by and the City Council of the City of Johnstown, Pennsylvania, that the City Manager is hereby authorized and directed to take all actions necessary to effectuate said Intergovernmental Agreement, in the form hereto attached and incorporated herein, to provide police services to Lorain Borough for a three-year period beginning on January 1, 2027, and expiring December 31, 2029.

Motion Seconded by Council Person: _____

Adopted: August 12, 2026

Barber			Mayor King			Clark			Brandon-Taylor			Spinelli			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10794 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

THE CITY OF JOHNSTOWN – LORAIN BOROUGH POLICE
SERVICES AGREEMENT

THIS AGREEMENT made effective the 1st day of January 2027 by and between the **CITY OF JOHNSTOWN** a Pennsylvania Municipal Corporation, with an address of 401 Washington Street Johnstown, Cambria County, Pa hereinafter referred to as 'City'.

AND

LORAIN BOROUGH, a Pennsylvania Municipal Corporation, with an office address of 503 Green Valley Street, Johnstown, Cambria County, Pennsylvania, hereinafter referred to as "The Borough"

WITNESSETH:

WHEREAS, The Borough a duly organized Borough of the Commonwealth of Pennsylvania, has requested that the City provide services relative to enforcement of all Statutes and Laws of the Commonwealth of Pennsylvania, and the Ordinances of the Borough (including but not limited to the Commonwealth of Pennsylvania Motor Vehicle Code (75 P.S. 101 et seq.) and the Pennsylvania Criminal Code (18Pa. C.S.A. 101 et seq.); and,

WHEREAS, The City does have a municipal police force and pursuant to the City's Home Rule Charter, The Third Class City Code, and the Intergovernmental Corporation Act (53P.S. 2301, et Seq.), two or more local governments in this Commonwealth may jointly cooperate, or any local government may jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities, including for furnishing police services: and,

WHEREAS The Borough desires to contract with the City for law enforcement services to be performed within its boundaries by the City Police Department, and:

WHEREAS The City agrees to render services on the terms and conditions hereinafter set forth: and

WHEREAS such contracts for law enforcement services are authorized by both The BORO Code and the Third-class City Code: and

WHEREAS this Agreement is entered into under the authority of the intergovernmental Cooperation Act (53 P.S. 2301 et. Seq.).

NOW THEREFORE, with the intent to be legally bound and in consideration of promises contained above the hereinafter, the parties agree as follows:

1. The above set forth recitals are incorporated herein as though set forth more fully and completely.
2. The City agrees, through its police department, to provide police protection within the corporate limits of The Borough, Cambria County to the extent and in the manner hereinafter set forth.
 - a. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming within the jurisdiction of and customarily rendered by the police department of The City.
 - b. Except as otherwise hereinafter provided, the level of service shall be that such basic level of service that is provided for the incorporated area of the City, by the City POLICE DEPARTMENT.
 - c. The rendition of such services, the standards of performance, the discipline of officers and other matters incident to the performance of such services and control of personnel so employed shall remain with the City.
 - d. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered hereunder, or concerning the level of performance of such services, the parties agree to attempt to resolve any such disputes through a meeting and discussion by a

committee composed of the City Police Committee, Chief of Police, and an elected council of the Borough

- e. All services that are provided by the City Police Department shall be conducted in a professional manner. The said department shall follow its written Code of Conduct and Code of Ethics.
 - f. The City Police Department would also be responsible for having all the officers of the department adequately trained with the necessary equipment to provide such services.
 - g. The City Police Department will also ensure each officer of the department will be certified by the Pennsylvania Municipal Police Training Commission with yearly updates completed.
3. The City, through its Police Department, shall provide law enforcement services to the Borough as follows:

i) PATROL SERVICES:

- A. The City shall have sufficient officers on patrol duty to patrol the areas of the City and The Borough, twenty-four (24) hours per day, seven (7) days a week, three-hundred sixty-five (365) days per year during all years of this Agreement.
- B. The officer on patrol shall enforce traffic laws, the Vehicle Code of the Commonwealth of Pennsylvania, criminal laws, The Crimes Code of the Commonwealth of Pennsylvania, and local ordinances pertaining to motor vehicles and matters of public safety, maintain security checks and report hazardous conditions.
- C. Enforcement of the municipal ordinances or any other regulations that The Borough sets forth which are similar in nature to those now or hereinafter enforced by The City of Johnstown Police Department within the limits of the City. For the purpose hereof, this shall expressly

include providing assistance and traffic/parking services in relation to the Borough's street maintenance program. i.e. The City shall enforce ordinances through the issuance of citations and removal of vehicles on streets as provide for by the Borough's ordinances.

- D. Maintain periodic security checks of areas by The Borough and agreed upon by The City, which are located within the limits of the Borough.
- E. Report incidents existing within the Borough to the proper authority, (i.e., signs, lights out, doors open, streetlights out, etc.).

INVESTIGATIVE SERVICE:

- A. The officer on patrol shall investigate to a proper conclusion all alleged crimes committed
 - B. Investigate accidents occurring in The Borough, all traffic accidents, and respond to citizens' complaints of a similar nature to complaints handles within The City, prosecute persons believed to have committed violations of the criminal or traffic laws in the appropriate courts.
 - C. Investigate accidents occurring within the limits of the Borough which are of a type or similar in nature to those now and hereinafter investigated within the limits of The City.
 - D. The City police department shall make recommendations to The Borough, if and when necessary, for the improvement of traffic and other regulations.
4. **SUPPLIES AND EQUIPMENT:** For purposes of performing said functions and services, The City shall furnish and supply all necessary supervision, equipment, communications, facilities, and supplies necessary to maintain the level of service to be rendered hereunder. The City shall, at its own cost and expense, provide for all supplies, equipment, and training to provide the law enforcement services,

except for such supplies, stationary, notices, and forms issued in the name of The Borough, which items shall be supplied by The Borough as its own cost and expense.

5. **POWER:** The Borough shall transfer, for the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, to every City Police Officer encouraged conferred by law to The Borough, nor shall The Borough assume any liability other than that provided for in this Agreement.
6. After the effective date hereof, The Borough shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to any City Police personnel performing services hereunder for said BORO, nor shall The Borough assume any liability other than that provided for in this Agreement.
7. Except herein otherwise specified, The Borough shall not be liable for compensation or indemnity to any City officer or employee for injury or sickness arising out of his/her employment for injury or sickness arising out of his/her employment as a Police Officer for The City Police Department.
8. Except as herein otherwise specified, The Borough shall not be liable for worker's compensation to any City police officer for injury arising out of his/her employment at the Borough.
9. The parties agree that the police officers of The City are under exclusive supervision and control of The City, and The City agrees, as such employer, to be responsible for any act or omissions of such police officers while on duty in The Borough, to the same extent the City may be responsible for such acts committed within The City.
Notwithstanding the aforesaid, the parties agree that injury to a person or property may occur, despite the best efforts of the parties. Nothing in this Agreement is intended to serve as a guarantee that injury to person or property may not occur.
10. **Sole Responsibility of The Borough:** The parties hereto specifically agree and understand that there is no consolidation of police officers

employed by the two parties provided under this agreement, that The City is not receiving or accepting any police employees of The Borough, and that the discharge of or disposition of any police officers heretofore employed by The Borough is the sole responsibility of The Borough.

11. **Performance Exception:** In the event that unusual requirements or unforeseen or emergency events or conditions exist in The City which interfere with or prevent The City from delivering the police services referenced herein to The Borough at the designated dates and times, The City shall not be required to offer additional services to The Borough, nor shall The Borough be required to pay for such services not delivered.
12. **Employee Status:** Any employee of either party to this Agreement shall remain an employee of that Municipality for the purpose of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance, and any other incidents or employment, including but not limited to worker's compensation benefits. No municipal employee assigned under this Agreement shall be deemed to be an employee of the other Municipality. The parties acknowledge that this Agreement is intended for the purchase of police services only and that the police officers of The City shall at no time be deemed employees of The Borough.
13. **Liability:** The parties hereto agree that each shall maintain liability insurance on its own employee, and each shall be solely responsible for the liability created by the action of its employees as same may be imposed pursuant to Title 42 Pa. C.S. Section 8542. The provision is intended solely for the mutual benefit of the parties hereto and is expressly not intended to provide any tort or contractual remedy to any third party beyond those provided by statutes. Each party shall provide such public liability and other insurance appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided.

14. **Reservation or Rights/Immunity:** All parties to this Agreement shall have all rights and liability protection afforded by the statutes of the Commonwealth of Pennsylvania. Nothing in this Agreement shall be construed to the limit the immunity of either party. Neither party hereto waives any rights or immunities arising out of any applicable governmental immunity, laws and/or statutes, and nothing is intended to revoke, abrogate, or limit the same.
15. **Authority of City Police:** The Borough hereby does authorize every City officer or other employee engaged in performing enforcement services within the corporate limits of The Borough to perform said services with the same official status and authority as if said persons were undertaking said services as employees of the Borough.
16. **Terms of the Agreement and Termination:** The initial term of this Agreement shall be for a period of three (3) years commencing from January 1, 2027, and ending at 11:59P.M. on December 31, 2029.
17. **Early Termination:** Notwithstanding the three (3) year term as provided in Article 16 hereof, either party shall be free to and may terminate this Agreement upon the annual anniversary occurring January 1st of each subsequent year as occurring on January 1, 2028, and January 1, 2029, and by giving written notice to the other party (90) days or more prior to such anniversary date. Based upon same, notice to terminate for the remaining term must be provided by either party on or before October 3rd of each year, with such being (90) days in advance of January 1st. With regard to such early termination, this Agreement may be terminated with or without cause, by either government body taking official action to withdraw therefrom, provided, the withdraw shall not be effective until the first (1st) day of January of the year following the ninety (90) days prior written notice of the intent to terminate this Agreement having been tendered by the withdrawing party to the other party. Until the date of termination, the terms of this agreement shall continue in full force and effect. Regardless of termination, early or by expiration of the original term as stated in Article 16 hereof, the Parties

are authorized to re-negotiate a similar agreement for police services, under similar terms and conditions, on a year or multi-year basis, in the future.

18. After the date of termination, The Borough shall return to The City all equipment of the City including radios, etc. in addition, The City Police Department shall be required to finalize any existing pending cases in which charges or citations have been filed. The Borough shall pay The City for services in finalizing such cases, a sum equal to the costs incurred by The City for wages, mileage, insurance, including workers' compensation, social; security benefits etc.
19. Within the stated contract time the parties agree that all fine monies received as a result of Criminal, Traffic, and Non-Traffic actions initiated by said police department will be payable to the City of Johnstown on a monthly basis. These parties also agree that The Borough will retain any and all monies acquired through the enforcement of parking violations and The Borough's Ordinances, except as it relates to Criminal, Traffic and Non-Traffic fine monies as referenced above in this section. In addition, should any monies be received by either party subsequent to the termination of this Agreement, for fines etc. which were accrued during the term of this Agreement, those monies shall be paid forth herein.
20. **Compensation for Services Rendered:** The BORO agrees to pay The City the sum of \$30,000 for the first (1st) year of the Contract Term hereof from January 1, 2028, through December 31, 2028, with a 5% increase annually thereafter for the remaining years of the term of this Agreement, for said law enforcement services. The City shall be solely responsible for any overtime costs incurred by The City for City Officers' court appearances concerning the Borough the amount due to The City shall be divided, insofar as its possible, into equal monthly installments of \$2,500.00 and shall be paid by The Borough to The City upon receipt by The Borough of a statement for services rendered by The City.

21. The Borough shall inform its residents of the services to be provided by The City Police Department and shall provide to the residents' information concerning an emergency telephone number for police services.
22. The Borough agrees to assist and cooperate, at no cost to The Borough, in any grant applications for funds or equipment which in the opinion of the city may be used or useful in providing services under the Agreement. Any equipment or property acquired pursuant thereto shall be and remain the sole property of The City.
23. If additional services in excess of those provided on regular basis in The City are desired by The Borough such request shall be made in writing and a price agreed to a prior to the provision of such services. Any such change must be approved by resolution of both The City and The Borough at a public meeting of each.
24. The duly appointed Chairperson/President and Secretary of the council of The LORAIN Borough and the appropriate officers of The City of JOHNSTOWN are hereby authorized and directed to execute the Police Services Agreement in two counterparts and deliver one copy of the same to the representatives of each municipality.
25. **FORCE MAJEURE:** Notwithstanding any other provision of this Agreement, no party hereto shall be responsible in damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike or other event beyond its reasonable control. The party having the responsibility for the facilities affected, however, shall proceed promptly to remedy the consequences of such event.
26. **INDEMNIFICATION:** The City shall defend and indemnify The Borough from and against all claims by third parties, damages and losses, including costs, expenses and attorney fees incident to, or resulting from any injury to any person or damage to property which may arise out of the rendering of police services under this Agreement, unless caused by the negligence or willful misconduct of The Borough, its

agents, servants, assigns, contractors or employees. Each party its successors and assigns, shall protect, defend, indemnify and hold harmless the other party, its elected and appointed officials, officers, members, employees agents, attorneys, contractors, and subcontractors from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions, including any attorney's fees in any law suit or appeals, for personal injury to, or death of any person or persons, or loss or damage to property arising out of the negligence or willful misconduct, tortious activity, error or omission of that party or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with the obligations or rights under the terms of this Agreement or any other law, rule, or regulation. The rights and obligation of The City and The Borough under this Agreement shall survive the expiration or earlier termination of this Agreement.

27. **NO ASSIGNMENT: SUCCESSORS AND ASSIGNS:** Except as set forth herein, no rights of any kind under this Agreement shall, without the proper written consent of each party, be transferrable to or assigned by either party to any person or entity, or be subject to alienation, encumbrance, garnishment, attachment, executioner levy of any kind, voluntary or involuntary. This Agreement will be binding upon and shall inure to the benefit of each party, their successors, and assigns.
28. **ENFORCEMENT AND VALIDITY OF AGREEMENT:** Failure of either party at any time to enforce any provision of this Agreement or to require performance by a party of any provision hereby shall in no way affect the validity of this Agreement or any part hereof or the right of the parties thereafter to enforce their rights hereunder. Nor shall it be taken to constitute a condonation or waiver by the parties of that default or any other subsequent default or breach.
29. **CONFLICT AMONG AGREEMENTS:** If any part or provision of this Agreement is found or declared to be in contravention of any part or provision of any prior or written Agreement between the parties hereto,

the part(s) and/or provision(s) shall be construed, if possible, so that effect may be given to both.

30. **NOTICES:** All notices required hereunder shall be given/delivered by either certified mail (postage pre-paid), personal service or facsimile transmission, and shall be addressed as follows:

**LORAIN Borough
503 Green Valley Street
Johnstown, Pa 15902**

**City OF JOHNSTOWN
401 Main Street
Johnstown, Pa 15901**

31. **AGENCY:** The parties acknowledge that no party is an agent of the other party.
32. **COMPLIANCE WITH THE LAWS:** Nothing contained in this Agreement shall provide, apply/infer that either party is authorized to engage in any conduct which is not in compliance with all federal, state and local laws, rules and regulations that presently exist, and/or are adopted/amended in the future.
33. **NON-EXCLUSIVE REMEDY:** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given by this Agreement or now hereafter existing at law or in equity. The failure of either party to insist upon the strict performance of any obligation shall not be deemed a waiver thereof.
34. **PRIOR AGREEMENTS:** All prior Agreements/contracts between the parties, which are inconsistent herewith, are repealed by the terms and provisions of this Agreement and shall not survive and/or remain enforceable.
35. **JOINT PREPERATION:** This Agreement is deemed or to have been prepared jointly by the parties hereto and any uncertainty and/or ambiguity existing herein or if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

36. **SEVERABILITY:** should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.
37. **HEADINGS:** The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.
38. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon both political subdivisions publicly approving and signing this Agreement.
39. **WAIVER:** The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereto shall not be construed as a waiver of any of its rights hereunder. Neither party hereto waives any rights or immunities arising out of any applicable governmental immunity, laws and/or statutes.
40. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be regarded for all purposes as an original, but such counterparts shall together constitute but one and the same instrument.
41. **MODIFICATION:** This Agreement may not be modified or amended except in a writing signed by the parties hereto.
42. **DISPUTES.JURISDICTION/VENUE:** The Court of Common Pleas of Cambria County, Pennsylvania, shall have jurisdiction/; venue over any irreconcilable dispute or disagreement between the parties hereto arising out of interpretation of this Agreement or any matters herein set forth. This Agreement shall be interpreted to have been mutually drafted by the parties hereto.
43. **PENNSYLVANIA LAW:** The Agreement shall be construed according to be subject to and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first day above written.

ATTEST:

City OF JOHNSTOWN

City Administrative Assistant/Clerk

Johnstown City Manager

ATTEST:_____

Lorain Borough

TITLE:_____

TITLE:_____

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10795**

MOVED BY COUNCILPERSON: _____

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AND OPERATIONS AGREEMENT WITH ROYAL BERKSHIRE, INC., REVISING THE TERM OF THE LEASE, SETTING ITS EXPIRATION DATE AS SEPTEMBER 30, 2026, AND TRANSITIONING MANAGEMENT OF THE GOLF COURSE BACK TO THE CITY OF JOHNSTOWN ON OCTOBER 1, 2026.

WHEREAS, the City is the legal owner of the Johnstown Municipal Golf Course known as Berkley Hills (hereinafter referred to as the "Golf Course"), located in Upper Yoder Township, Cambria County; and

WHEREAS, the City and Royal Berkshire are parties to a Lease and Operations Agreement dated November 20, 2020; and

WHEREAS, the Parties wish to amend the Lease and Operations Agreement such that the Golf Course will be transitioned back to City management on October 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, TO APPROVE THE AMENDMENT TO THE LEASE AND OPERATIONS AGREEMENT WITH ROYAL BERKSHIRE, INC., REVISING THE TERM OF THE LEASE, SETTING ITS EXPIRATION DATE AS SEPTEMBER 30, 2026, AND TRANSITIONING MANAGEMENT OF THE GOLF COURSE BACK TO THE CITY OF JOHNSTOWN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AMENDMENT.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10795 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King, Mayor and or Dep. Mayor Charles Arnone

Arturo Martynuska, City Manager and or Jennifer Burkhart, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10796**

MOVED BY COUNCILPERSON _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA
AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE
AN AGREEMENT WITH QUAKER SALES CORPORATION AWARDED CONTRACT 2026-02
MISCELLANEOUS PAVING PROJECT (DOVE PL, MATTHEW ST., WASHINGTON ST PARKING
LANE, & OAK ST.)**

WHEREAS, the City of Johnstown advertised and opened bids for Contract 2026-02 Miscellaneous Paving Project; and

WHEREAS, the contract was advertised in a paper of general circulation, and the bids were opened at 11:00 a.m. on August 5, 2026; and

WHEREAS, Quaker Sales Corporation is the apparent low bidder for contract 2026-02 Miscellaneous Paving Project, with a Total Base Bid of \$118,086.00; and

WHEREAS, the City administration recommends that City Council accepts the attached proposal for said work, in the amount of \$118,086.00. The Miscellaneous Paving Project will be paid from the Liquid Fuels Fund 05-434-37-110-00 and

WHEREAS, approval of an agreement based on the acceptance of the above-referenced proposal shall be and is hereby made contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, be it resolved by the City Council of the City of Johnstown, Pennsylvania, the City Manager is authorized to sign all documents necessary to award Contract Number 2026-02 to Quaker Sales Corporation to pave portions of the following streets: Dove Pl., Matthew St., Washington St. parking lane, & Oak St.

RESOLUTION SECONDED BY COUNCILPERSON: _____

Roll Call:

Arnone			King			Brandon-Taylor			Spinelli			Hamacek			Clark			Barber		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution **No 10796**, as the same by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk



pennsylvania
DEPARTMENT OF TRANSPORTATION

PROPOSAL AND CONTRACT
(WHEN EXECUTED)

THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall
be clearly marked "Bid Proposal for letting of
August 5, 2026."
DATE

JOHNSTOWN
MUNICIPALITY (NAME & TYPE)

Jennifer Burkhart
SECRETARY

Sealed Proposals will be received on or before
11:00am on the above Letting Date.
TIME

401 Main Street, Johnstown, Pa 15901

ADDRESS

Bids will be opened and read at approximately
11:00am, on the above Letting Date.
TIME

PROPOSALS MUST BE MAILED OR OTHERWISE
DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/or CS-4171B DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at JOHNSTOWN as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 413).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A. calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Quaker Sales Corporation
PO Box 880
Johnstown, PA 15907

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):
Quaker Sales Corporation
- 2 None of the above persons are employees of the municipality.
- 3 This proposal is made without collusion with any other person, firm or corporation.
- 4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

Quaker Sales Corporation

CONTRACTOR

BY: *Kevin McLaughlin*

TITLE: Kevin McLaughlin, V.P. of Construction

DATE: 8-2-26

WITNESSED OR ATTESTED BY: *Caleb Overdorff*

TITLE: Caleb Overdorff, Secretary / Treasurer

DATE: 8/2/2026

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON :

DATE

**JOHNSTOWN
MUNICIPALITY**

BY: _____

TITLE: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

ATTESTED BY: _____

TITLE: _____

SEAL

ATTACHMENT 1

TO MS - 944 (PROPOSAL AND CONTRACT MS - 944)

County: CAMBRIA

Municipality: JOHNSTOWN

Project Number: 26-11-301-02

LOCATION OF WORK:
SEE WORKSHEETS

DESCRIPTION OF WORK:

Milling of Bituminous Pavement(variable depths 2" AND 4").

2.5" Superpave Asphalt Binder Course, 19.0mm, 50 gyration, in place.

1/2" Superpave Asphalt Scratch & Leveling Course, 9.5mm, 50 gyration, in place.

1.5" Superpave Asphalt Wearing Course, 9.5mm, 50 gyration, in place.

* Widths listed are average widths for quantity calculations, mill and cover existing pavement widths only .

-Matthews St: width varies from 24-42ft...used 33' avg.

- Oak St: width varies 26-36ft...used 31' avg.

ESCALATOR CLAUSE:(if adopted by Municipality.)

N / A

THIS PORTION TO BE COMPLETED
BY THE MUNICIPALITY

SCHEDULE OF PRICES

Item 1 No.	Approximate 2 Quantities	Unit 3	*Description 4	Unit 5 Price	Total 6
ITEM 1	4,108	S.Y.	MILLING OF BITUMINOUS PAVEMENT	7.50	30,810.00
ITEM 2	186	TON	SUPERPAVE BINDER COURSE, 19.0mm, IN PLACE	126.00	23,436.00
ITEM 3	86	TON	SUPERPAVE SCRATCH AND LEVELING COURSE, 9.5mm, IN PLACE	140.00	12,040.00
ITEM 4	370	TON	SUPERPAVE WEARING COURSE, 9.5mm, IN PLACE	140.00	51,800.00

*** DESCRIPTION:**

Must include ADT on wearing surfaces

USE OF CUTBACK ASPHALT IS PROHIBITED

BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT
AS NOTED IN BULLETIN NO. 25.

FOR OPTION OR PHASE BIDS THE TOTALS FOR
EACH MUST BE INCLUDED.

SUBTOTAL	
SUBTOTAL FROM OTHER ATTACHMENTS	
BID TOTAL FOR A NON OPTION / PHASE BID	118,086.00
OPTION 1 OR PHASE 1 BID TOTAL	
OPTION 2 OR PHASE 2 BID TOTAL	
OPTION 3 OR PHASE 3 BID TOTAL	

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 1 The proposal must be typewritten or printed.
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
- 3 Description of Work- - -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."
- 4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) And #4 (Description, i.e., bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A", and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required. As required by Publication 408, Section 102.06(e), each bidder must submit a completed Form 7126 - Anti-Collusion Affidavit with its bid proposal.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of \$975.00 per additional working day. (OR "... as set forth in the attached schedule.")
- 6 Payment and Performance bonds are provided only by the successful bidder. Contracts from \$4,000.00 up to \$5,000.00 in Second Class Townships - performance bond must be not less than 10% or greater than 100% of amount of contract. Contracts greater than \$1,500.00 up to \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be between 50 % to 100% of the contract amount. Contracts in excess of \$5,000.00 in Second Class Townships and in excess of \$10,000.00 in First Class Townships, Boroughs and Third Class Cities - bonds must be in 100% of the amount of the contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit - Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
- 7 *Construction projects, where the estimated cost of the total project exceeds \$100,000.00, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

**The Prime Contractor and subcontractors must comply with all of the following provisions
that are marked with an "X".**

- X Traffic Control and Safety Devices to be provided by the Contractor.
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/or CS-4171B Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 10/31/2026 . After 10/31/2026 Liquidated damages apply at the rate of \$ 975.00 per calendar day.
- X Roadway to be power broomed by (contractor ☒ municipality ☐)prior to start of project.
- X Excess material to be removed by (contractor ☒ municipality ☐ .)
- X Municipality to inspect project.
- X Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
- X Tack Coat (TACK or CNIT/NTT) required per Section 460, or 413 for Superpave HMA/ WMA, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
- X Bituminous Seal with PG 64S-22 oil required on all abutting pavement, curbs and centerline joints(if applicable).
- X Saw cut or Milled Paving Notches are required and are incidental to the paving item. **This includes paving notches at all intersecting public streets, private drive approaches, parking lots and sidewalks.**
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
- X Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. (Project Construction Materials)
- X **The Pennsylvania Prevailing Wage ACT applies to this project only if the bid amount exceeds \$100,000.00.**
- X Contractor and subcontractors must comply with the Public Works Employment Verification Act of 2012.
- X Contractor responsible for defects that occur within one year of applications.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality.(Oil samples must be placed in an approved type container that is compatible with oil sample.)
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Specifications Form 408, Section 350, SUBBASE, 350.2 MATERIAL - Revise to read:(a) Aggregate - Provide material with a maximum absorption of 3.5% as determined by AASHTO T-85 and as specified in Section 703.2 and 703.5.
- X Complete all testing in accordance with Specification Form 408 Section 313/413 except for Superpave HMA/WMA volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X The estimate of quantities, shown on the proposal, and in the contract, is approximate and is shown only as a basis for the calculation upon which the contract award is to be made. **Contractor shall seek approval from municipality prior to exceeding contract quantities to be eligible for overrun payment.**
Contractor, notify all residents of pending work to be performed.
- X Project Contact: Carmen Truscello (814)242-4341
- X **BIDS TO BE AWARDED AT THE 8/12/26 CITY COUNCIL MEETING AT 6:00PM.**

My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.

Contractor's Representative

Date

Quaker Sales Corporation

Company

Municipality's Representative

Date

JOHNSTOWN

Municipality

Widths listed are average widths for quantity calculation, mill existing pavement.
 - Matthews St: width varies from 24-42ft..used 33' avg.
 - Oak St: width varies 26-36ft..used 31' avg.

COUNTY		CAMBRIA		MUNICIPALITY		JOHNSTOWN		PROJECT #		28-11-301-02	
MILLING OF BITUMINOUS PAVEMENT											
LOCATION OF WORK		FROM		TO		L		W		DEPTH	
DOVE PLACE	FRANKLIN ST	CLINTON ST.		CLINTON ST.		490		18		2	
MATTHEW ST.	RAILROAD ST	CLINTON ST.		CLINTON ST.		370		33		2	
Washington St(Rt parking lane)	FRANKLIN ST	A DISTANCE OF 380'		A DISTANCE OF 380'		360		16		2	
OAK ST.	MURDOCK ST	A DISTANCE OF 360'		A DISTANCE OF 360'		360		31		4	
								SQ. YD.		REMARKS	
								871		MILLING PAVEMENT - 2" DEPTH	
								1,357		MILLING PAVEMENT - 2" DEPTH	
								840		MILLING PAVEMENT - 2" DEPTH	
								1,240		MILLING PAVEMENT - 4" DEPTH	

Work Description:

COUNTY CAMBRIA MUNICIPALITY JOHNSTOWN PROJECT NUMBER 28-11-301-02

Widths listed are average widths for quantity calculation, cover existing pavement. Matthews St: width varies from 24-42ft...used 33' avg. Oak St: width varies 28-38ft...used 31' avg.

COUNTY CAMBRIA MUNICIPALITY JOHNSTOWN PROJECT # 28-11-301-02

SUPERPAVE / WMA ASPHALT MIXTURE DESIGN

LOCATION OF WORK	FROM	TO	L E N G T H	W I D T H	D E P T H	SQ. YD.	TONS	MIX In mm	PERF. GRADE	% BINDER	MATERIAL TYPE	REMARKS
DOVE PLACE	FRANKLIN ST	CLINTON ST.	480	18	0.5	871	26	9.5	PG64S-22	50	S&L 9.5	Avg Pav't Width (cover existing pav't)
DOVE PLACE	FRANKLIN ST	CLINTON ST.	480	16	1.5	871	78	8.5	PG64S-22	50	WEARING 9.5	Avg Pav't Width (cover existing pav't)
MATTHEW ST.	RAILROAD ST	CLINTON ST.	370	33	0.5	1,357	41	9.5	PG64S-22	50	S&L 9.5	Avg Pav't Width (cover existing pav't)
Washington St(Rt parking lane)	RAILROAD ST	CLINTON ST.	370	33	1.5	1,357	122	9.5	PG64S-22	50	WEARING 9.5	Avg Pav't Width (cover existing pav't)
Washington St(Rt parking lane)	FRANKLIN ST	A DISTANCE OF 360'	360	16	0.5	640	19	9.5	PG64S-22	50	S&L 9.5	Avg Pav't Width (cover existing pav't)
OAK ST.	FRANKLIN ST	A DISTANCE OF 360'	360	16	1.5	640	58	9.5	PG64S-22	50	WEARING 9.5	Avg Pav't Width (cover existing pav't)
OAK ST.	MURDOCK ST	A DISTANCE OF 360'	360	31	2.5	1,240	186	19.0	PG64S-22	50	BINDER 19.0	Avg Pav't Width (cover existing pav't)
OAK ST.	MURDOCK ST	A DISTANCE OF 360'	360	31	1.5	1,240	112	9.5	PG64S-22	50	WEARING 9.5	Avg Pav't Width (cover existing pav't)



ANTI-COLLUSION AFFIDAVIT

County: Cambria

Municipality: City of Johnstown

State of: Pennsylvania

Project Number: 26-11-301-02

County of: Cambria

Fed. Project No. na
(If Applicable)

The undersigned deponent deposes and says that they are the V.P. of Construction of the Quaker Sales Corporation Company; that they are authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Quaker Sales Corporation
(Contractor)

BY

K. J. Faulstich

Sworn to and subscribed before me the undersigned notary public this

21st day of July, 2026

Karen J. Golden
Notary Public

My Commission expires February 7, 2028

Commonwealth of Pennsylvania - Notary Seal
Karen J. Golden, Notary Public
Cambria County
My Commission Expires February 7, 2028
Commission Number 1443408



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: Quaker Sales Corporation

Doing Business As: _____
(if different from Legal Name)

Mailing Address: P.O. Box 880
Street Address 1

Johnstown PA 15907
City State Zip Code

Check one: ☒ Contractor ☐ Subcontractor

Contracting Public Body: City of Johnstown

Contract/Project Number: 26-11-301-02

Project Description: Mill and Pave various streets

Project Location: City of Johnstown, Cambria County

Date Enrolled in E-Verify (MM/DD/YYYY): 12/04/2012

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, January 21, 2026, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Christopher J. Overdorff, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Christopher J. Overdorff
Authorized Representative Signature

01/21/2026
Date of Signature

Printed Name: Christopher J. Overdorff

Phone Number: 814-536-7541

Email: chris@quakersales.com

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. Bid Bond

Amount \$ 10%

Know All Men By These Presents,

That we, Quaker Sales Corporation

P.O. Box 880, Johnstown, PA 15907

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Johnstown

401 Main Street, Johnstown, PA 15901

(hereinafter called the Obligee),

in the sum of Ten Percent of Amount Bid

Dollars

(\$ 10%), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

5th

day of

August, 2026

WHEREAS, the Principal has submitted a bid, dated August 5, 2026

for 26-11-301-02 - Mill and Pave Various Streets - City of Johnstown, Cambria County, PA

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Quaker Sales Corporation

Principal

By:

Kevin McLaughlin, V.P. of Construction

Federal Insurance Company

By:

Cheri L. Ritz, Attorney-in-Fact



Chubb. Insured.SM

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

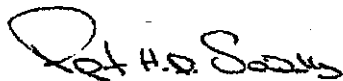
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Cheri L. Ritz**

Surety Bond No. Bid Bond

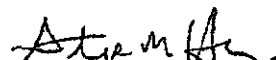
Obligee: City of Johnstown

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

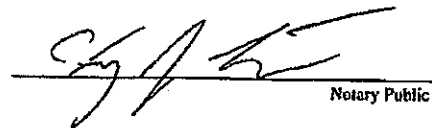
SS.

On this 25th day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Lofth
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009;

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

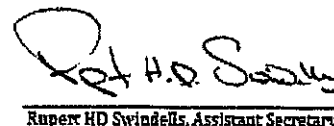
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 5, 2026.




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10797

MOTIONED BY COUNCIL PERSON: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA
AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO
EFFECUATE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES
IN DALE BOROUGH EFFECTIVE JANUARY 1, 2027, THROUGH DECEMBER 31, 2029**

WHEREAS, Cities and boroughs are authorized to enter into any joint agreement as may be deemed appropriate in the exercise or in the performance of their respective governmental functions, powers or responsibilities in accordance with the Pennsylvania Intergovernmental Cooperation Law (53 Pa. C.S. §2301 et seq.) and

WHEREAS, the Borough of Dale has requested that the City provide said police services to the Borough in accordance with the terms and conditions of the Intergovernmental Agreement attached hereto, now, therefore;

BE IT RESOLVED, by and the City Council of the City of Johnstown, Pennsylvania, that the City Manager is hereby authorized and directed to take all actions necessary to effectuate said Intergovernmental Agreement, in the form hereto attached and incorporated herein, to provide police services to Dale Borough for a three-year period beginning on January 1, 2027, and expiring December 31, 2029.

Motion Seconded by Council Person: _____

Adopted: August 12, 2026

Spinelli			Brandon-Taylor			King			Arnone			Barber			Clark			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10797 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

THE CITY OF JOHNSTOWN – DALE BOROUGH POLICE SERVICES
AGREEMENT

THIS AGREEMENT made effective the 13th day of September 2026 by and between the **CITY OF JOHNSTOWN** a Pennsylvania Municipal Corporation, with an address of 401 Washington Street Johnstown, Cambria County, Pa hereinafter referred to as 'City'.

AND

DALE BOROUGH, a Pennsylvania Municipal Corporation, with an office address of 227 David ST, Johnstown, Cambria County, Pennsylvania, hereinafter referred to as "The Borough"

WITNESSETH:

WHEREAS, The Borough a duly organized Borough of the Commonwealth of Pennsylvania, has requested that the City provide services relative to enforcement of all Statutes and Laws of the Commonwealth of Pennsylvania, and the Ordinances of the Borough (including but not limited to the Commonwealth of Pennsylvania Motor Vehicle Code (75 P.S. 101 et seq.) and the Pennsylvania Criminal Code (18Pa. C.S.A. 101 et seq.); and,

WHEREAS, The City does have a municipal police force and pursuant to the City's Home Rule Charter, The Third Class City Code, and the Intergovernmental Corporation Act (53P.S. 2301, et Seq.), two or more local governments in this Commonwealth may jointly cooperate, or any local government may jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities, including for furnishing police services: and,

WHEREAS The Borough desires to contract with the City for law enforcement services to be performed within its boundaries by the City Police Department, and:

WHEREAS The City agrees to render services on the terms and conditions hereinafter set forth: and

WHEREAS such contracts for law enforcement services are authorized by both The Borough Code and the Third-class City Code: and

WHEREAS this Agreement is entered into under the authority of the intergovernmental Cooperation Act (53 P.S. 2301 et. Seq.).

NOW THEREFORE, with the intent to be legally bound and in consideration of promises contained above the hereinafter, the parties agree as follows:

1. The above set forth recitals are incorporated herein as though set forth more fully and completely.
2. The City agrees, through its police department, to provide police protection within the corporate limits of The Borough, Cambria County to the extent and in the manner hereinafter set forth.
 - a. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming within the jurisdiction of and customarily rendered by the police department of the City.
 - b. Except as otherwise hereinafter provided, the level of service shall be that such basic level of service that is provided for the incorporated area of the City, by the City POLICE DEPARTMENT.
 - c. The rendition of such services, the standards of performance, the discipline of officers and other matters incident to the performance of such services and control of personnel so employed shall remain with the City.
 - d. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered hereunder, or concerning the level of performance of such services, the parties agree to attempt to resolve any such disputes through a meeting and discussion by a

committee composed of the City Police Committee, Chief of Police, and an elected council of the Borough

- e. All services that are provided by the City Police Department shall be conducted in a professional manner. The said department shall follow its written Code of Conduct and Code of Ethics.
 - f. The City Police Department would also be responsible for having all the officers of the department adequately trained with the necessary equipment to provide such services.
 - g. The City Police Department will also ensure each officer of the department will be certified by the Pennsylvania Municipal Police Training Commission with yearly updates completed.
3. The City, through its Police Department, shall provide law enforcement services to the Borough as follows:

i) PATROL SERVICES:

- A. The City shall have sufficient officers on patrol duty to patrol the areas of the City and The Borough, twenty-four (24) hours per day, seven (7) days a week, three-hundred sixty-five (365) days per year during all years of this Agreement.
- B. The officer on patrol shall enforce traffic laws, the Vehicle Code of the Commonwealth of Pennsylvania, criminal laws, The Crimes Code of the Commonwealth of Pennsylvania, and local ordinances pertaining to motor vehicles and matters of public safety, maintain security checks and report hazardous conditions.
- C. Enforcement of the municipal ordinances or any other regulations that The Borough sets forth which are similar in nature to those now or hereinafter enforced by The City of Johnstown Police Department within the limits of the City. For the purpose hereof, this shall expressly

include providing assistance and traffic/parking services in relation to the Borough's street maintenance program.

i.e. The City shall enforce ordinances through the issuance of citations and removal of vehicles on streets as provide for by the Borough's ordinances.

D. Maintain periodic security checks of areas by The Borough and agreed upon by The City, which are located within the limits of the Borough.

E. Report incidents existing within the Borough to the proper authority, (i.e., signs, lights out, doors open, streetlights out, etc.).

INVESTIGATIVE SERVICE:

A. The officer on patrol shall investigate to a proper conclusion all alleged crimes committed

B. Investigate accidents occurring in The Borough, all traffic accidents, and respond to citizens' complaints of a similar nature to complaints handles within The City, prosecute persons believed to have committed violations of the criminal or traffic laws in the appropriate courts.

C. Investigate accidents occurring within the limits of the Borough which are of a type or similar in nature to those now and hereinafter investigated within the limits of The City.

D. The City police department shall make recommendations to The Borough, if and when necessary, for the improvement of traffic and other regulations.

4. **SUPPLIES AND EQUIPMENT:** For purposes of performing said functions and services, The City shall furnish and supply all necessary supervision, equipment, communications, facilities, and supplies necessary to maintain the level of service to be rendered hereunder. The City shall, at its own cost and expense, provide for all supplies, equipment, and training to provide the law enforcement services,

except for such supplies, stationary, notices, and forms issued in the name of The Borough, which items shall be supplied by The Borough as its own cost and expense.

5. **POWER:** The Borough shall transfer, for the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, to every City Police Officer encouraged conferred by law to The Borough, nor shall The Borough assume any liability other than that provided for in this Agreement.
6. After the effective date hereof, The Borough shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to any City Police personnel performing services hereunder for said BORO, nor shall The Borough assume any liability other than that provided for in this Agreement.
7. Except herein otherwise specified, the Borough shall not be liable for compensation or indemnity to any City officer or employee for injury or sickness arising out of his/her employment for injury or sickness arising out of his/her employment as a Police Officer for the City Police Department.
8. Except as herein otherwise specified, the Borough shall not be liable for worker's compensation to any City police officer for injury arising out of his/her employment at the Borough.
9. The parties agree that the police officers of The City are under exclusive supervision and control of the City, and the City agrees, as such employer, to be responsible for any act or omissions of such police officers while on duty in the Borough, to the same extent the City may be responsible for such acts committed within the City.
Notwithstanding the aforesaid, the parties agree that injury to a person or property may occur, despite the best efforts of the parties. Nothing in this Agreement is intended to serve as a guarantee that injury to person or property may not occur.
10. **Sole Responsibility of The Borough:** The parties hereto specifically agree and understand that there is no consolidation of police officers

employed by the two parties provided under this agreement, that the City is not receiving or accepting any police employees of the Borough, and that the discharge of or disposition of any police officers heretofore employed by The Borough is the sole responsibility of The Borough.

11. **Performance Exception:** In the event that unusual requirements or unforeseen or emergency events or conditions exist in the City which interfere with or prevent the City from delivering the police services referenced herein to the Borough at the designated dates and times, the City shall not be required to offer additional services to the Borough, nor shall the Borough be required to pay for such services not delivered.
12. **Employee Status:** Any employee of either party to this Agreement shall remain an employee of that Municipality for the purpose of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance, and any other incidents or employment, including but not limited to worker's compensation benefits. No municipal employee assigned under this Agreement shall be deemed to be an employee of the other Municipality. The parties acknowledge that this Agreement is intended for the purchase of police services only and that the police officers of The City shall at no time be deemed employees of the Borough.
13. **Liability:** The parties hereto agree that each shall maintain liability insurance on its own employee, and each shall be solely responsible for the liability created by the action of its employees as same may be imposed pursuant to Title 42 Pa. C.S. Section 8542. The provision is intended solely for the mutual benefit of the parties hereto and is expressly not intended to provide any tort or contractual remedy to any third party beyond those provided by statutes. Each party shall provide such public liability and other insurance appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided.

14. **Reservation or Rights/Immunity:** All parties to this Agreement shall have all rights and liability protection afforded by the statutes of the Commonwealth of Pennsylvania. Nothing in this Agreement shall be construed to the limit the immunity of either party. Neither party hereto waives any rights or immunities arising out of any applicable governmental immunity, laws and/or statutes, and nothing is intended to revoke, abrogate, or limit the same.
15. **Authority of City Police:** The Borough hereby does authorize every City officer or other employee engaged in performing enforcement services within the corporate limits of the Borough to perform said services with the same official status and authority as if said persons were undertaking said services as employees of the Borough.
16. **Terms of the Agreement and Termination:** The term of this Agreement shall be for a period of three(3) years commencing from October 1, 2026, and ending at 11:59P.M. on September 30, 2029.
17. **Early Termination:** Notwithstanding the three (3) year term as provided in Article 16 hereof, either party shall be free to and may terminate this Agreement upon the annual anniversary occurring October 1st of each subsequent year as occurring on October 1, 2028, and by giving written notice to the other party (90) days or more prior to such anniversary date. Based upon same, notice to terminate for the remaining term must be provided by either party on or before July 1 of each year, with such being (90) days in advance of January 1st. With regard to such early termination, this Agreement may be terminated with or without cause, by either government body taking official action to withdraw therefrom, provided, the withdraw shall not be effective until the first (1st) day of October of the year following the ninety (90) days prior written notice of the intent to terminate this Agreement having been tendered by the withdrawing party to the other party. Until the date of termination, the terms of this agreement shall continue in full force and effect. Regardless of termination, early or by expiration of the original term as stated in Article 16 hereof, the Parties are authorized to re-negotiate a

similar agreement for police services, under similar terms and conditions, on a year or multi-year basis, in the future.

18. After the date of termination, the Borough shall return to the City all equipment of the City including radios, etc. in addition, the City Police Department shall be required to finalize any existing pending cases in which charges or citations have been filed. The Borough shall pay the City for services in finalizing such cases, a sum equal to the costs incurred by the City for wages, mileage, insurance, including workers' compensation, social; security benefits etc.
19. Within the stated contract time the parties agree that all fine monies received as a result of Criminal, Traffic, and Non-Traffic actions initiated by said police department will be payable to the City of Johnstown on a monthly basis. These parties also agree that The Borough will retain any and all monies acquired through the enforcement of parking violations and the Borough's Ordinances, except as it relates to Criminal, Traffic and Non-Traffic fine monies as referenced above in this section. In addition, should any monies be received by either party subsequent to the termination of this Agreement, for fines etc. which were accrued during the term of this Agreement, those monies shall be paid forth herein.
20. **Compensation for Services Rendered:** The Borough agrees to pay the City the sum of \$92,000.00 for the first (1st) year of the Contract Term hereof from October 1, 2026, through September 30, 2027, with a 5% increase annually thereafter for the remaining years of the term of this Agreement, for said law enforcement services. For October 1, 2026, through September 30, 2027, the annual amount shall be \$92,000.00. For October 1, 2027, through September 30, 2028, the annual amount shall be \$101,430.00. For October 1, 2028, through September 30, 2029, the annual amount shall be \$106,502.00. The City shall be solely responsible for any overtime costs incurred by the City for City Officers' court appearances concerning the Borough the amount due to The City shall be divided, insofar as its possible, into equal monthly installments

and shall be paid by the Borough to the City upon receipt by the Borough of a statement for services rendered by the City.

21. The Borough shall inform its residents of the services to be provided by the City Police Department and shall provide to the residents' information concerning an emergency telephone number for police services.
22. The Borough agrees to assist and cooperate, at no cost to the Borough, in any grant applications for funds or equipment which in the opinion of the city may be used or useful in providing services under the Agreement. Any equipment or property acquired pursuant thereto shall be and remain the sole property of The City.
23. If additional services in excess of those provided on regular basis in The City are desired by the Borough such request shall be made in writing and a price agreed to a prior to the provision of such services. Any such change must be approved by resolution of both The City and The Borough at a public meeting of each.
24. The duly appointed Chairperson/President and Secretary of the council of Dale Borough and the appropriate officers of the City of Johnstown are hereby authorized and directed to execute the Police Services Agreement in two counterparts and deliver one copy of the same to the representatives of each municipality.
25. **FORCE MAJEURE:** Notwithstanding any other provision of this Agreement, no party hereto shall be responsible in damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike or other event beyond its reasonable control. The party having the responsibility for the facilities affected, however, shall proceed promptly to remedy the consequences of such event.
26. **INDEMNIFICATION:** The City shall defend and indemnify The Borough from and against all claims by third parties, damages and losses, including costs, expenses and attorney fees incident to, or resulting from any injury to any person or damage to property which may arise

out of the rendering of police services under this Agreement, unless caused by the negligence or willful misconduct of The Borough, its agents, servants, assigns, contractors or employees. Each party its successors and assigns, shall protect, defend, indemnify and hold harmless the other party, its elected and appointed officials, officers, members, employees agents, attorneys, contractors, and subcontractors from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions, including any attorney's fees in any law suit or appeals, for personal injury to, or death of any person or persons, or loss or damage to property arising out of the negligence or willful misconduct, tortious activity, error or omission of that party or its successors or assigns, or any of its officers, agents, employees, contractors or subcontractors in connection with the obligations or rights under the terms of this Agreement or any other law, rule, or regulation. The rights and obligation of The City and The Borough under this Agreement shall survive the expiration or earlier termination of this Agreement.

27. **NO ASSIGNMENT: SUCCESSORS AND ASSIGNS:** Except as set forth herein, no rights of any kind under this Agreement shall, without the proper written consent of each party, be transferrable to or assigned by either party to any person or entity, or be subject to alienation, encumbrance, garnishment, attachment, executioner levy of any kind, voluntary or involuntary. This Agreement will be binding upon and shall inure to the benefit of each party, their successors, and assigns.
28. **ENFORCEMENT AND VALIDITY OF AGREEMENT:** Failure of either party at any time to enforce any provision of this Agreement or to require performance by a party of any provision hereby shall in no way affect the validity of this Agreement or any part hereof or the right of the parties thereafter to enforce their rights hereunder. Nor shall it be taken to constitute a condonation or waiver by the parties of that default or any other subsequent default or breach.

29. **CONFLICT AMONG AGREEMENTS:** If any part or provision of this Agreement is found or declared to be in contravention of any part or provision of any prior or written Agreement between the parties hereto, the part(s) and/or provision(s) shall be construed, if possible, so that effect may be given to both.
30. **NOTICES:** All notices required hereunder shall be given/delivered by either certified mail (postage pre-paid), personal service or facsimile transmission, and shall be addressed as follows:

**Dale Borough
227 David St Street
Johnstown, Pa 15902**

**City OF JOHNSTOWN
401 Main Street
Johnstown, Pa 15901**

31. **AGENCY:** The parties acknowledge that no party is an agent of the other party.
32. **COMPLIANCE WITH THE LAWS:** Nothing contained in this Agreement shall provide, apply/infer that either party is authorized to engage in any conduct which is not in compliance with all federal, state and local laws, rules and regulations that presently exist, and/or are adopted/amended in the future.
33. **NON-EXCLUSIVE REMEDY:** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given by this Agreement or now hereafter existing at law or in equity. The failure of either party to insist upon the strict performance of any obligation shall not be deemed a waiver thereof.
34. **PRIOR AGREEMENTS:** All prior Agreements/contracts between the parties, which are inconsistent herewith, are repealed by the terms and provisions of this Agreement and shall not survive and/or remain enforceable.
35. **JOINT PREPERATION:** This Agreement is deemed or to have been prepared jointly by the parties hereto and any uncertainty and/or

ambiguity existing herein or if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

36. **SEVERABILITY:** should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.
37. **HEADINGS:** The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.
38. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon both political subdivisions publicly approving and signing this Agreement.
39. **WAIVER:** The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereto shall not be construed as a waiver of any of its rights hereunder. Neither party hereto waives any rights or immunities arising out of any applicable governmental immunity, laws and/or statutes.
40. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be regarded for all purposes as an original, but such counterparts shall together constitute but one and the same instrument.
41. **MODIFICATION:** This Agreement may not be modified or amended except in a writing signed by the parties hereto.
42. **DISPUTES.JURISDICTION/VENUE:** The Court of Common Pleas of Cambria County, Pennsylvania, shall have jurisdiction/venue over any irreconcilable dispute or disagreement between the parties hereto arising out of interpretation of this Agreement or any matters herein set forth. This Agreement shall be interpreted to have been mutually drafted by the parties hereto.
43. **PENNSYLVANIA LAW:** The Agreement shall be construed according to be subject to and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first day above written.

ATTEST:

City OF JOHNSTOWN

City Administrative Assistant/Clerk

Johnstown City Manager

ATTEST: _____

Dale Borough

TITLE: _____

TITLE: _____

RESOLUTION NO. 10798

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

MOVED BY COUNCILPERSON: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING A LAND MERGER AND SUBDIVISION OF TWO PROPERTIES ON WOODVALE AVE

WHEREAS, in the City of Johnstown, seeks consideration of a lot line revision of parcel 81-007.-104.000, creating Parcel 1-A, through the subdivision of a portion of the Costa Property, and its consolidation with the George property at 81-007.-204.000 previously known as 539 Woodvale Avenue, including the establishment of a tie line across Woodvale Avenue, and

WHEREAS, the City staff find no identifiable issues in allowing the subdivision of the lots, including no discernable City zoning and planning code regulation compliance issues; and

WHEREAS, the City of Johnstown Planning Commission recommended the proposed plan for approval by City Council at the regularly scheduled August 4, 2026, Planning Commission meeting.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown directs and authorizes the City Manager to take any and all actions necessary to execute the proposed lot merger.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution **No. 10798** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska City Manager, and or Jennifer Burkhart City Clerk

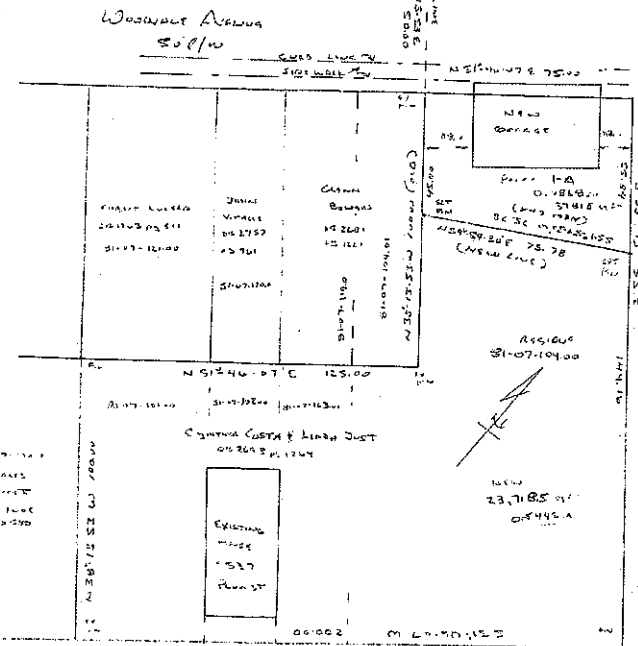
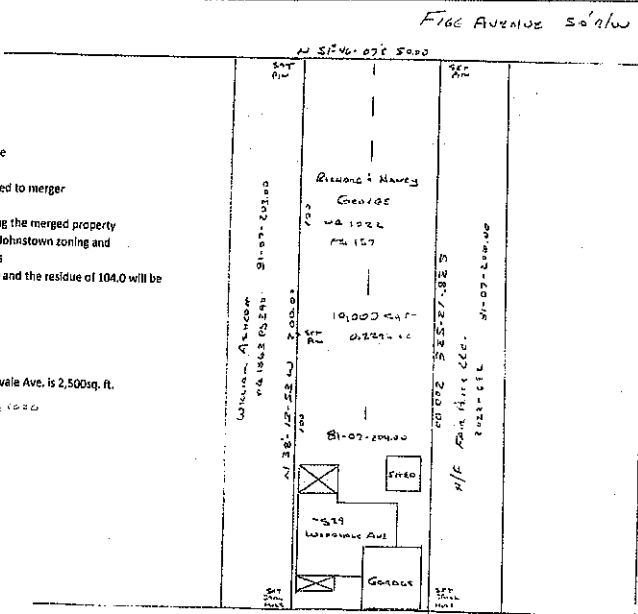
NOTES:

1. This is a land merger
2. Parcel 1-A will be removed from the Costa/Just property and added to the George Property.
3. A tie line across Woodvale Ave is noted to merger Parcel 1-A to the George property.
4. A new Deeds will be recorded showing the merged property
5. This is non-conforming to the City of Johnstown zoning and Subdivision standards and regulations
6. Tax parcels 81-07-101.0, 102.0, 103.0 and the residue of 104.0 will be Merged into one property
7. Zoned R-1
8. Set backs Front -15ft.
Side 4ft.
Rear 20ft.
9. Typical lot size on south side of Woodvale Ave. is 2,500sq. ft.
10. Mr. GEORGE proposes Woodvale Ave. is 2,500sq. ft.

LOT AREAS

George - Original 10,000 sq. ft. 0.2296 ac
Plus parcel 1-A 3,781.5 sq. ft. 0.0868 ac
Total New 13,781.5 sq. ft. 0.3164 ac

Costa/Just Original 27,500 sq. ft. 0.6313 ac
Parcel 1-A 3,781.5 sq. ft. 0.0868 ac
Total New 31,281.5 sq. ft. 0.7181 ac



County Planning Commission Review

REVIEWED BY THE CAMBRIA COUNTY PLANNING COMMISSION

ON THE _____ DAY OF _____ 20__

Plum Street 50' W

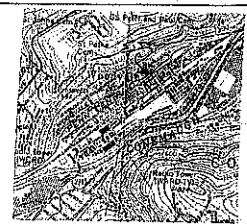


1 Inch = 30 ft.

SOURCE OF TITLE:

RICHARD AND MARY GEORGE
539 WOODVALE AVE.
JOHNSTOWN, PA
D BOOK 1022 PAGE 157
81-07-204.00

CYNTHIA COSTA AND LINDA JUST
537 PLUM ST.
JOHNSTOWN, PA
D BOOK 2693 PAGE 1264
81-07-101.0, 102.0, 103.0, 104.0



Notary Public Statement

State of PA
County of Cambria
On this, the day of June 26, 2026, before me,
The undersigned officer, personally appeared
Richard George OWNER
Linda George OWNER
Who being duly sworn according to law, deposes and says that
(she/he/they) (is/are) the owner(s) and/or equitable owner of
The property shown on this plan, and that (she/he/they)
acknowledge(s) the same to be recorded as such according to law.
Witness my hand and seal the day and date above written.
Notary Public
10/15/27
My Commission Expires Commission of Pennsylvania - Notary Seal
Anna M. Moyers, Notary Public
Cambria County
My commission expires October 15, 2029
Commission number 1006226

Notary Public Statement

State of PA
County of Cambria
On this, the day of July 2, 2026, before me,
The undersigned officer, personally appeared
Cynthia Costa OWNER
Linda Just OWNER
Who being duly sworn according to law, deposes and says that
(she/he/they) (is/are) the owner(s) and/or equitable owner of
The property shown on this plan, and that (she/he/they)
acknowledge(s) the same to be recorded as such according to law.
Witness my hand and seal the day and date above written.
Notary Public
11-18-28
My Commission Expires Commission of Pennsylvania - Notary Seal
Scott D. Barker, Notary Public
Cambria County
My commission expires November 18, 2026
Commission number 1455193
Member, Pennsylvania Association of Notaries

Municipal Approvals

Approved by the City of Johnstown Planning Commission
On this day _____ of _____

Municipal Approvals

Approved by the City of Johnstown City Council
On this day _____ of _____

MAP SUBDIVISION/LAND MERGER

PREPARED FOR
Richard and Mary George
AND
CYNTHIA COSTA & LINDA JUST
SITUATE IN
11TH WARD, CITY OF JOHNSTOWN
CAMBRIA CO., PA
SEPTEMBER 20, 2022
SURVEYED BY
JERRY THOMAS LAND SURVEYING
1817 OCALA AVENUE, JOHNSTOWN, PA 15902
PH: (814) 242-2152

REVISION - JUNE 25, 2026

Recorder's Statement

Commonwealth of Pennsylvania
County of Cambria

Record this _____ day of _____ 20__
In the Office of the Recorder of Deeds, Ebensburg, PA in

Instrument No. _____

Recorder

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS
WELL AS ALL DRAWINGS BEARING MY SEAL, ARE TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND WERE PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION, AND FOR WHICH I ACCEPT FULL RESPONSIBILITY.

Jerry H. Thomas
JERRY H. THOMAS PLS
NO.: 51266-E

RESOLUTION NO. 10799

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

MOVED BY COUNCILPERSON: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING A LAND MERGER OF FOUR LOTS ON PLUM STREET.

WHEREAS, in the City of Johnstown, the property owner, Cynthia Costa & Linda Just, seeks to merge three empty lots on parcel numbers 81-007.-101.000, 81-007.-103.000, 81-007.-104, with a single-family dwelling at 81-007.-102.000 previously known as 537 Plum St, and

WHEREAS, the City staff find no identifiable issues in allowing the subdivision of the lots, including no discernable City zoning and planning code regulation compliance issues; and

WHEREAS, the City of Johnstown Planning Commission recommended the proposed plan for approval by City Council at the regularly scheduled August 4, 2026, Planning Commission meeting.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown directs and authorizes the City Manager to take any and all actions necessary to execute the proposed lot merger.

MOTION SECONDED BY COUNCIL PERSON: _____

Adopted: August 12, 2026

Spinelli			Brandon-Taylor			King			Arnone			Barber			Clark			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10799 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

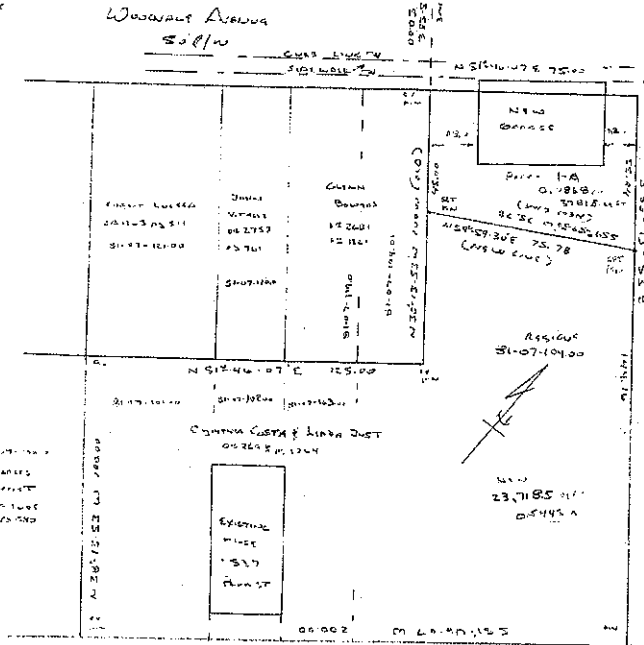
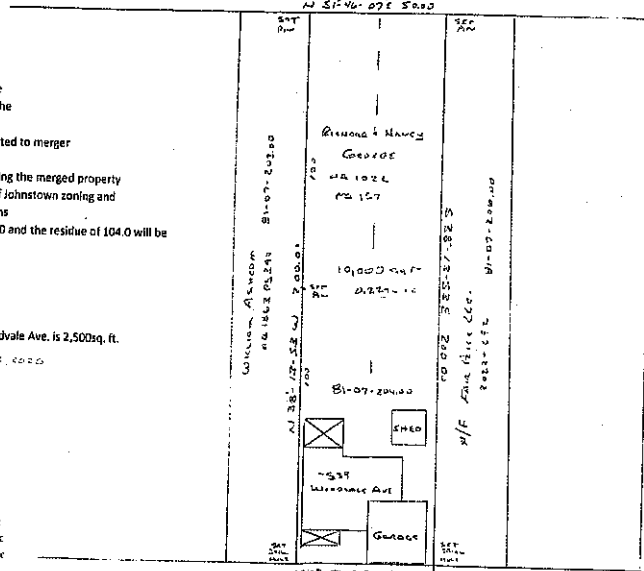
NOTES:

1. This is a land merger
2. Parcel 1-A will be removed from the Costa/Just property and added to the George Property.
3. A tie line across Woodvale Ave is noted to merger Parcel 1-A to the George property.
4. A new Deeds will be recorded showing the merged property
5. This is non-conforming to the City of Johnstown zoning and Subdivision standards and regulations
6. Tax parcels 81-07-101.0, 102.0, 103.0 and the residue of 104.0 will be Merged into one property
7. Zoned R-1
8. Set backs Front -15ft.
Side 4ft.
Rear 20ft.
9. Typical lot size on south side of Woodvale Ave. is 2,500sq. ft.
10. Mr. George property 11/11/1, 2020

LOT AREAS

George - Original 10,000 sq. ft. 0.2296 ac
Plus parcel 1-A 3,781.5 sq. ft. 0.0868 ac
Total New 13,781.5 sq. ft. 0.3164 ac

Costa/Just Original 27,500 sq. ft. 0.6313 ac
Parcel 1-A 3,781.5 sq. ft. 0.0868 ac
Total New 33,718.5 sq. ft. 0.5445 ac



County Planning Commission Review

REVIEWED BY THE CAMBRIA COUNTY PLANNING COMMISSION

ON THE _____ DAY OF _____ 20__

Plum Street so'n/w



1 inch = 30 ft.

SOURCE OF TITLE:

RICHARD AND MARY GEORGE
539 WOODVALE AVE.
JOHNSTOWN, PA
D BOOK 1022 PAGE 157
81-07-204.00

CYNTHIA COSTA AND LINDA JUST
537 PLUM ST.
JOHNSTOWN, PA
D BOOK 2693 PAGE 1264
81-07-101.0, 102.0, 103.0, 104.0

Recorder's Statement

Commonwealth of Pennsylvania
County of Cambria

Record this _____ day of _____ 20__
in the Office of the Recorder of Deeds, Ebensburg, PA in

Instrument No. _____

Recorder

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL DRAWINGS BEARING MY SEAL, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND FOR WHICH I ACCEPT FULL RESPONSIBILITY.

JERRY H. THOMAS PLS
NO.: 51266-E

Notary Public Statement

State of PA
County of Cambria
On this, the day of June 26, 2020, before me,
The undersigned officer, personally appeared
Richard George OWNER
Nancy George OWNER
Who being duly sworn according to law, deposes and says that
(she/he/they) (is/are) the owner(s) and/or equitable owner of
The property shown on this plan, and that (she/he/they)
acknowledge(s) the same to be recorded as such according to law.
Witness my hand and seal the day and date above written.

Notary Public
10/15/2029
My Commission Expires _____
Commonwealth of Pennsylvania - Notary Seal
Anna M. Meyers, Notary Public
Cambria County
My commission expires October 15, 2029
Commission number: 1006226

Notary Public Statement

State of PA
County of Cambria
On this, the day of July 2, 2020, before me,
The undersigned officer, personally appeared
Cynthia Costa OWNER
Linda Just OWNER
Who being duly sworn according to law, deposes and says that
(she/he/they) (is/are) the owner(s) and/or equitable owner of
The property shown on this plan, and that (she/he/they)
acknowledge(s) the same to be recorded as such according to law.
Witness my hand and seal the day and date above written.

Notary Public
11/8-28
My Commission Expires _____
Commonwealth of Pennsylvania - Notary Seal
Scott D. Shank, Notary Public
Cambria County
My commission expires November 18, 2028
Commission number 1458199
Member, Pennsylvania Association of Notaries

Municipal Approvals

Approved by the City of Johnstown Planning Commission

On this day _____ of _____

Municipal Approvals

Approved by the City of Johnstown City Council

On this day _____ of _____

MAP SUBDIVISION/LAND MERGER

PREPARED FOR
Richard and Mary George
AND
CYNTHIA COSTA & LINDA JUST

SITUATE IN
11TH WARD, CITY OF JOHNSTOWN
CAMBRIA CO., PA

SEPTEMBER 30, 2022

SURVEYED BY

JERRY THOMAS LAND SURVEYING

1817 Ocala Avenue, Johnstown, PA 15902

PH: (814) 242-2152

REVISED - JUNE 25, 2024



Johnstown Police Department

Chief Mark Britton

To : Mayor King, Members of City Council,
and City Manager Art Martynuska

From : Chief Mark Britton

Date : July 27th, 2026

Subject : July 2026 Monthly Report

Monthly report contains data from July 1st – July 27th, 2026.

Officers handled 2,905 total dispatches for service this month. This includes calls in the contracted areas of Dale Borough, West Taylor Township, Middle Taylor Township, Lorain Borough, and Johnstown Housing Authority.

21 people were taken into custody on outstanding warrants.

In partnership with the United States Marshals Service Western Pennsylvania Fugitive Task Force and local partners, Operation Blue Flood was conducted throughout Johnstown. As a result of this operation, 18 individuals were apprehended on warrants and/ or criminally charged. To include the seizure of a stolen firearm and various narcotics.

With the assistance of the Pennsylvania Office of the Attorney General, JPD and its partners organized multiple interdiction details with a focus on violent crime, illegal weapons & narcotics related offenses.

Additional events that JPD was involved in this month include;

Johnstown's America 250th Parade

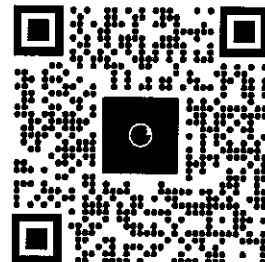
The Big Boy Locomotive Event

JPDs Annual Backpack Giveaway Event – We would like to thank all who continue to make this event possible!

Respectfully,

Mark F. Britton
Chief of Police

Subscribe Now !
CrimeWatch



401 Washington Street, Johnstown, PA 15901
(814)539-0889
mbritton@johnstownpa.gov



Johnstown Police Department

Chief Mark Britton



Johnstown Police Department Notable Incidents

June 1, 2026 – August 8, 2026

1. Shots fired – 06/01/2026 – 20260601013 – Nothing found – one (1) call.
MOXHAM
2. SERT Action – 06/03/2026 – 20260401044 – Act 64 – three (3)
charged/ARRESTED. WEST END
3. Shots fired – 06/05/2026 – 2026060060185 – Determined to be fireworks.
LORAIN BORO
4. Robbery (firearm) – 06/08/2026 – 20260801102 – two (2) charged/arrested.
MOXHAM
5. Shots fired (Animal) – 06/09/2026 – 2026060901145 – Person of Interest.
MOXHAM
6. Shots fired – 06/12/2026 – 2026061201202 – Nothing found/one (1) call.
SOLOMON HOMES
7. Aggravated Assault (struck w/firearm) – 06/13/2026 – 2026061301218 -
KERNVILLE
8. Shots fired – 06/17/2026 – 20261701280 – Determined to be fireworks. WALNUT
GROVE
9. Shots fired – 07/01/2026 – 2026070101524 – Determined to be fireworks. WEST
END
10. Aggravated Assault (firearm) – 07/05/2026 – 2026070501585 – One (1) charged.
OAKHURST HOMES - ***Arrested 08/04/2026***
11. Aggravated Assault (unknown object) – Not Stabbing – 07/22/2026 –
2026072201845 – One (1) charged. MOXHAM
12. Shots fired – 07/23/2026 – 2026072301864 – Determined to be fireworks.
CONEMAUGH BORO
13. Shots fired – 08/04/2026 – 202608040... - Determined to be fireworks.
MOXHAM

401 Washington Street, Johnstown, PA 15901

(814)539-0889

mbritton@johnstownpa.gov



Cambria County Building Code Enforcement Agency d/b/a Laurel Municipal Inspection Agency

140 East Carroll Street

PO Box 375

Carrolltown, PA 15722

Property Maintenance Report

Johnstown City

Total Open Cases: 7

Date Opened	Address	Property Owner	Status
5/30/2025	36 Boyer St	Holly Eger	COURT SCHEDULED 9/1/2026, a couple more pieces of rubbish need removed then the case will be closed.
9/8/2025	430 Stone St	Eugene Bailey	Bench warrant issued on the defendant, if the constable cannot deliver the summons I have to withdraw the charges.
9/8/2025	432 Stone St	Eugene Bailey	" "
9/26/2025	637-639 Coleman Ave	Michael Sheehan	COURT SCHEDULED 10/27/2026, Demo contractor getting rid of asbestos and then he will start on the building, spoke to him on 7/17/2026.
10/14/2025	708 Ash St	Elvis Espinal	COURT SCHEDULED 8/4/2026, applied for a permit for a new porch, all other violations were abated.
11/29/2025	40 Boyer St	Andrew Updegraff	Bench warrant issued for property owner since he did not appear in court. No new hearing date.
11/29/2025	518 Figg Ave	Nora Bussey	COURT SCHEDULED 8/4/2026, Court wants a 60 day continuance to deliver summons to property owner.
12/29/2025	Vacant lot on Railroad St	Georgia Wilson	CASE CLOSED for compliance 7/10/2026.

The above listed properties are open cases for the month of August.

Note: Cases can sometimes be on hold when filing charges and may take a longer time than expected. If you have any questions or concerns feel free to contact the office.

Elizabeth Shaffer
CCBCEA Property Maintenance Administrator

Municipality	County	Owner	911 Address	Permit #	Permit Issue Date	Proposed Work	Cost of Work
City of Johnstown	Cambria	Frank Costa	133 Maple Avenue	71-26-52E	01-Jul-26	Replacing Gutter Guards	\$2,196.00
City of Johnstown	Cambria	City of Johnstown	401 Main Street	71-26-82C	01-Jul-26	Stairlift	\$15,375.00
City of Johnstown	Cambria	Pedra Guzman	1160 Miles Street	71-26-53E	06-Jul-26	Gutters & Fascia	\$1,458.00
City of Johnstown	Cambria	James Abraham	204 Marbury Avenue	71-26-54E	06-Jul-26	6ft Fence	\$1,000.00
City of Johnstown	Cambria	Kay Beegle	939 Jacoby Street	71-26-55E	07-Jul-26	10'x 12' Shed	\$350.00
City of Johnstown	Cambria	Sargent Group	206-210 Main Street	71-26-83C	07-Jul-26	New Rubber Roof	\$20,000.00
City of Johnstown	Cambria	James Rzada	363 Edith Avenue	71-26-79R	01-Jul-26	Roof Mounted Solar pAnels	\$7,880.00
City of Johnstown	Cambria	Crown Castle	136 P Market Street	71-26-87C	13-Jul-26	Installing New Ground Equipment	\$2,000.00
City of Johnstown	Cambria	City of Johnstown	162 1/2 Benshoff Street	71-26-88R	14-Jul-26	Demo	\$16,500.00
City of Johnstown	Cambria	Marjorie Way	538 Sherman Street	71-26-56E	15-Jul-26	Replacing Shingles	\$0.00
City of Johnstown	Cambria	Sandyvale Cemetery	850 Rear Horner Street	71-26-85C	09-Jul-26	Metal Roof Layover	\$70,000.00
City of Johnstown	Cambria	Jarid Williams	201 Derby Street	71-26-86R	13-Jul-26	Roof Mounted Solar Panels	\$19,800.00
City of Johnstown	Cambria	Renaissance LLC	901 Ash Street	0003113	20-Jul-26	Amp Service	\$0.00
City of Johnstown	Cambria	Louis Mihalko III	401 Broad Street	71-26-90C	15-Jul-26	Replacing flat roof	\$321,750.00
City of Johnstown	Cambria	Robert Shilling	829-831 Smith Place	71-26-91R	21-Jul-26	Demo	\$0.00
City of Johnstown	Cambria	Commonwealth Charter Academy	155 Adams Street	71-26-81C	01-Jul-26	Demo	\$331,750.00
City of Johnstown	Cambria	Commonwealth Charter Academy	712 Rear Lucas Place	71-26-89C	14-Jul-26	Demo	\$10,000.00
City of Johnstown	Cambria	Denillia Mitchell	604 North Sheridan Street	71-26-93C	23-Jul-26	Repairing Roof & Replacing Window	\$3,000.00
City of Johnstown	Cambria	UPMC Murtha	337 Somerset Street	71-26-92C	23-Jul-26	Renovations: Installing New PET/CT	\$630,000.00
City of Johnstown	Cambria	Redevelopment Authority	1-15 Bond Street	71-26-95C	24-Jul-26	Demo	\$53,900.00
City of Johnstown	Cambria	Amy Urban	127 Boyer Street	71-26-96R	27-Jul-26	Roof Mounted Solar Panels	\$16,029.36
City of Johnstown	Cambria	John & Mike Stibich	960 Franklin Street	71-26-58E	27-Jul-26	12'x 12' Shed	\$0.00
City of Johnstown	Cambria	Colin O'Donnell	524 Kennedy avenue	0003125	29-Jul-26	Amp Service	\$0.00
City of Johnstown	Cambria	Donald Carey	284 Wabler Street	71-26-97R	28-Jul-26	Above Ground Pool	\$0.00
City of Johnstown	Cambria	John Haigh	306 Stayer Street	71-26-59E	29-Jul-26	12'x 32' Shed	\$12,225.00

Codes Department

Report 7/1/2026 - 7/30/2026

165 Total in Edmunds from 7/1/2026 to 7/30/2026

26 Lien Verifications

32 Rental inspections

0 Property sent to Laurel Municipal Inspection Agency

40 Follow ups closed

Jen Combs was out on vacation July 16 – July 27

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00439	87. 10662.	642 LINDEN AVE	PANASCI SANTE II								
CITY 1484.06	FEEES AND PENALTIES (Registrati	FOLLOWUP	JEN	07/02/26							OPEN
26-00440	87. 11467.	660 FOREST	RMIR INVESTMENTS III LLC								
IPMC 304.7	Roofs and drainage.	FOLLOWUP	JEN	07/03/26							OPEN
26-00448	78. 3411.	105 WOODRUFF ST	KHURSHID ZAHIDK								
IPMC 303.2	Enclosures.Swimming Pool	FOLLOWUP	JEN	07/06/26							OPEN
26-00460	87. 9367.	739-741 COLEMAN	PENN HOLDING TWO LLC								
CITY 1480.03	REGISTRATION OF STRUCTURES; IN	FOLLOWUP	JEN	07/06/26							OPEN
26-00462	87. 10821.	740-2 CYPRESS AVE	HAWKEYE PROPERTY RENTALS								
CITY 53301260-0	VEHICLE PARKING ON RESIDENTIAL	FOLLOWUP	JEN	07/09/26							OPEN
26-00466	90. 12665.	288 LAUREL AVE	MCNULTY ARYEL								
1026.04	(a) Specifications for se	FOLLOWUP	SS	07/10/26							OPEN
26-00472	87. 10394.	1003-5 ASH ST	DIETZ BONNIE L								
IPMC 302.7	Accessory structures.	FOLLOWUP	JEN	07/09/26							OPEN
26-00479	90. 12251.	366-366 CORINNE	FRANCIS AYANNA LATOYA & MCCOY								
1260.048	LANDSCAPE FEATURES.	FOLLOWUP	SS	07/13/26							OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00480	77. 2002.	670 BEDFORD ST	SISNEROS JOSE								
CITY 5222 468	468.04 PARKING OR STORAGE OF A	FOLLOWUP	JEN	07/13/26							OPEN
26-00483	78. 4053.	1086 MCKINLEY ST	RIBBLETT TARALYNNNE T & MATTHEW								
CITY 614.35	ANIMAL WASTE	FOLLOWUP	JEN	07/13/26							OPEN
26-00484	87. 10009.	760-62 CENTRAL AVE	GAJEWSKI RANDY								
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/06/26							OPEN
26-00488	87. 11272.	756 CENTRAL AVE	COPELAND JAMES A III & GAIL T								
CITY 53301260-0	VEHICLE PARKING ON RESIDENTIAL	FOLLOWUP	JEN	07/12/26							OPEN
26-00515	88. 6396.	73 K ST	STARMOUNT INVESTMENT GROUP LLC								
IPMC 305.5	Handrails and guards.	FOLLOWUP	SS	07/17/26							OPEN
26-00519	86. 6221.	501 POWER ST	ASPEN FLUID LOGISTICS LLC								
IPMC 302.4	Weeds.	FOLLOWUP	SS	07/02/26							OPEN
26-00520	78.1 12618.	159 R DERBY ST	BOBBI CLAYTON								
		SENT LETTER	07/28/26								
		Sent Violation									
26-00524	86. 6266.	522-24 CHESTNUT	XAAAX LLC								
IPMC 302.4	Weeds.	FOLLOWUP	SS	07/02/26							OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00526	86. 6180.	613 CHESTNUT	PRICE MARVIN								
IPMC 308.2	Disposal of rubbish.	FOLLOW UP	SS	07/03/26							OPEN
26-00529	89. 7135.	166-168 FAIRFIELD AVE	KEPPLE AUDREY S								
CITY 5222 468	468.04 PARKING OR STORAGE OF A	FOLLOW UP	SS	07/20/26							OPEN
26-00531	90. 12357.	399 BEATRICE AVE	STARMOUNT INVESTMENT GROUP								
IPMC 307.1	General.Hand Rails	FOLLOWUP	JEN	07/20/26							OPEN
26-00534	87. 10480.	542 HIGHLAND AVE	RVB PROPERTY MANAGEMENT INC								
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/02/26							OPEN
26-00535	87. 9761.	608 RUSSELL AVE	FRESCH THERESA A								
		SENT LETTER	07/28/26								
		Sent Violation									
26-00537	77. 1875.	901 ASH ST	902 ASH STREET LLC								
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/01/26							OPEN
26-00538	87. 10556.	560-562 COLEMAN AVE	GORGONE DANIEL S & DEBRAL								
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/01/26							OPEN
26-00539	77. 2249.	513-515 PINE ST	G A P DEVELOPMENT								
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/01/26							OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00540	77. 2500.	830 FRONHEISER ST	BAUER BETHANY A & WILSON		IPMC 302.4	JEN	07/01/26				OPEN
26-00541	77. 2567.	521 R OAK ST	HENDERSON ANGEL		1060.01	JEN	07/24/26				OPEN
26-00542	77. 2180.	517 OAK ST	HENDERSON SIMONA		1060.01	JEN	07/24/26				OPEN
26-00543	77. 2414.	540-542 WOOD ST	540 WOOD ST LLC		CITY 1480.03	JEN	07/27/26				OPEN
26-00544	82. 5507.	180 PROSPECT ST	DOUBLE UP RENTALS LLC		IPMC 304.2	SS	07/27/26				OPEN
26-00545	90. 12234.	143 SHERIDAN	ROLES DAVID W & TRISTAL		IPMC 302.7	SS	07/27/26				OPEN
26-00547	90. 12416.	426 STRAYTER ST	WIMMER DARRIN K		IPMC 302.4	SS	07/10/26				OPEN
00548	87. 9613.	662 CYPRESS	HARRITY JASON E		IPMC 308.1	JEN	07/08/26				OPEN
26-00549	78. 3023.	19-21 AKERS ST	D & R TRANSPORTATION		IPMC 308.1	JEN	07/03/26				OPEN

Violation Id Ordinance Id	Block/Lot/Qual	Property Location Activity Type	Inspector	Owner Name Date	Start Time	End Time	Phone Actual Time	Status
26-00550 IPMC 302.4	89. 6928. Weeds.	232 GRAPE FOLLOW UP	SS	LEWIS ADRIA 07/13/26				OPEN
26-00551 IPMC 302.7	89. 7276. Accessory structures.	212 BLAINE ST FOLLOW UP	SS	SCHEINBERG NATHAN LOUIS 07/13/26				OPEN
26-00553 IPMC 302.4	87. 9363. Weeds.	409-411 COLEMAN ST FOLLOWUP	JEN	William Uiderich 07/08/26				OPEN
26-00554 IPMC 302.4	87. 9912. Weeds.	322-324 RUSSELL AVE FOLLOWUP	JEN	MALDONADO OSCAR & ARTEAGA JEFFERSON 07/09/26				OPEN
26-00555 IPMC 308.2	90. 12898. Disposal of rubbish.	180 BUTLER AVE FOLLOW UP	SS	BENNINGTON ANN MARIE 07/14/26				OPEN
26-00556 IPMC 302.4	88. 6510. Weeds.	1301 VIRGINIA AVE FOLLOW UP	SS	DUNHAM JASON JEREMIAH 07/14/26				OPEN
26-00557 IPMC 302.4	78.1 18396. Weeds.	12 MOSHOLDER ST FOLLOWUP	JEN	GRAY KENNETH & TAMMY 07/08/26				OPEN
26-00558 IPMC 302.4	77. 1528. Weeds.	416 HICKORY FOLLOWUP	JEN	HEY RICHARD D 07/10/26				OPEN
00571 IPMC 302.4	77. 1958. Weeds.	406 ASH ST FOLLOWUP	JEN	DANI PROPERTY 07/09/26				OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone
Ordinance Id	Activity Type	Inspector	Date	Status
26-00572	87. 11112.	412 COLEMAN AVE	EUGENE BOIKAI & HANALYN COVIN	
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN 07/13/26	OPEN
26-00573	88. 6504.	1325 VIRGINIA AVE	LAUGHARD CLARK R & BLANCHE	
IPMC 302.4	Weeds.	FOLLOW UP	SS 07/15/26	OPEN
26-00579	76. 1405.	608 MILLCREEK RD	ORSBURN COURTNEY & WILLS STACY	
IPMC 302.4	Weeds.	FOLLOW UP	SS 07/15/26	OPEN
26-00585	88. 6660.	1317 VIRGINIA AVE	FETZER SCOTT	
		SENT LETTER	07/01/26	
		Sent Violation		
IPMC 308.3	Disposal of garbage.	FOLLOW UP	SS 07/16/26	OPEN
26-00586	77. 2112.	408 HICKORY	GREENWOOD CONNIE L & PRICE JOHN JR	
		SENT LETTER	07/01/26	
		Sent Violation		
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/10/26	OPEN
26-00587	88. 6536.	1313-15 VIRGINIA AVE	FIRST LEGACY HOLDINGS LLC	
		SENT LETTER	07/01/26	
		Sent Violation		
IPMC 308.2	Disposal of rubbish.	FOLLOW UP	SS 07/16/26	OPEN
26-00588	77.1 18888.		SPRANGLE FAMILY LEARNING	

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Status
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time
IPMC 302.4	Weeds.	SENT LETTER	07/01/26		
		Sent Violation			
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/13/26	
					OPEN
26-00589	77.	2496.	410 HICKORY	VENEY BERTHA MARIE & HELEN	
		SENT LETTER	07/01/26		
IPMC 302.4	Weeds.	Sent Violation			
		FOLLOWUP	JEN	07/13/26	OPEN
26-00590	88.1	07994.	1311 VIRGINIA AVE	VIOLETS ESTATES LLC	
		SENT LETTER	07/01/26		
IPMC 302.4	Weeds.	Sent Violation			
		FOLLOW UP	SS	07/16/26	OPEN
26-00591	88.	6344.	1309 VIRGINIA AVE	Violets Estate	
		SENT LETTER	07/01/26		
IPMC 302.4	Weeds.	Sent Violation			
		FOLLOW UP	SS	07/16/26	OPEN
26-00592	88.	6558.	1305-7 VIRGINIA AVE	GRAEVEL HOLDINGS LLC	
		SENT LETTER	07/01/26		
IPMC 302.4	Weeds.	Sent Violation			
		FOLLOW UP	SS	07/16/26	OPEN
26-00593	87.	11533.	664-666 COLEMAN AVE	COLEMAN AVE TRUST 664 - 666	
		SENT LETTER	07/02/26		
IPMC 302.4	Weeds.	Sent Violation			
		FOLLOWUP	JEN	07/13/26	OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00594	90. 12949.	387 STONE ST	DANPAULA LLC		SENT LETTER		07/02/26				
		Sent Violation									
IPMC 302.4	Weeds.	FOLLOW UP	SS	07/17/26							
00595	89. 6882.	313 CHANDLER AVE	727 PARK AVE LLC		SENT LETTER		07/02/26				26-
		Sent Violation									
IPMC 308.1	Accumulation of rubbish or gar	FOLLOW UP	SS	07/17/26							OPEN
26-00596	87. 10142.	712-714 HIGHLAND AVENUE	BROM LLC		SENT LETTER		07/02/26				
		Sent Violation									
IPMC 308.1	Accumulation of rubbish or gar	FOLLOW UP	JEN	07/09/26							OPEN
		SENT LETTER		07/15/26							
		Sent Violation									
IPMC 308.1	Accumulation of rubbish or gar	FOLLOW UP	JEN	07/21/26							OPEN
26-00597	78. 3351.	1100 BOYD	ANDREWS MELISSA T		SENT LETTER		07/02/26				
		Sent Violation									
26-00599	78. 3474.	1257 SAYLOR ST	EPPLEY FRANK & TURNER KARA		SENT LETTER		07/02/26				
		Sent Violation									
IPMC 302.4	Weeds.	FOLLOW UP	JEN	07/13/26							OPEN
26-00600	78. 3206.	126 MARSHALL AVE	KECK BARBARA A								

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
IPMC 302.4	Weeds.	SENT LETTER Sent Violation	07/02/26		FOLLOWUP	JEN	07/13/26				OPEN
26-00601	78. 3435.	1281 SAYLOR ST SENT LETTER Sent Violation	07/02/26	CANCELLIERE ROBERT J							
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/13/26							OPEN
26-00602	90. 12775.	391 CORINNE SENT LETTER Sent Violation	07/02/26	GORMAN KIMBERLY M &							
IPMC 308.2	Disposal of rubbish.	FOLLOWUP	SS	07/17/26							OPEN
26-00603	78. 3816.	122 MARSHALL SENT LETTER Sent Violation	07/02/26	CRESPO JUAN P & DUNKS SUSAN							
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/13/26							OPEN
26-00604	78. 3584.	198 WORTH SENT LETTER Sent Violation	07/02/26	BARNHART EARL L							
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/13/26							OPEN
26-00605	77. 2250.	727-729 ASH ST SENT LETTER Sent Violation	07/02/26	BURKETT CARL L & REBECCA J							

Violation Id Ordinance Id	Block/Lot/Qual	Property Location Activity Type	Owner Name Inspector	Date Date	Start Time Start Time	End Time End Time	Phone Actual Time	Status
26-00606	87. 10375.	764 GROVE SENT LETTER Sent Violation	SHARMA SUNITA	07/06/26				
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/10/26				OPEN
26-00607	87. 10117.	753-755 CYPRESS AVENUE SENT LETTER Sent Violation	YBARRA AMILICAR F SILVA	07/06/26				
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/13/26				OPEN
26-00608	79. 4237.	146 HUDSON ST SENT LETTER Sent Violation	NASH MARK A SR	07/06/26				
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/13/26				OPEN
26-00609	90. 12545.	261 GLENN SENT LETTER Sent Violation	FRAIN JUDITH A	07/06/26				
26-00610	89. 7298.	216 BLAINE ST SENT LETTER Sent Violation	BUSKIRK ALYSSA NICOLE & RAGNO DAVID	07/06/26				
IPMC 302.4	Weeds.	FOLLOWUP	SS	07/21/26				OPEN
26-00611	78. 3432.	1363 HILLCREST CT SENT LETTER Sent Violation	BARNHART EARL L	07/06/26				
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/15/26				OPEN
26-00612	78. 3791.	132 SELL ST	William Reynolds Young					

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
IPMC 302.4	Weeds.	SENT LETTER					07/06/26				
		Sent Violation									
		FOLLOWUP	JEN	07/16/26							OPEN
26-00613	87.	11587.	1049 BERG ST	GERLICH WAYNE			07/06/26				
IPMC 308.1	Accumulation of rubbish or gar	SENT LETTER					07/06/26				
		Sent Violation									
		FOLLOWUP	JEN	07/13/26							OPEN
26-00614	82.	5449.	365 EBENBURG RD	MELLENDEZ MARGARET E			07/07/26				
26-00617	77.	1717.	316 PINE ST	TAMPANELLO MICHAEL ANTHONY JR			07/08/26				
		SENT LETTER					07/08/26				
		Sent Violation									
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/16/26							OPEN
26-00618	88.	6425.	1299 MARYLAND AVE	Build - A - Score			07/08/26				
IPMC 308.3	Disposal of garbage.	SENT LETTER					07/08/26				
		Sent Violation									
		FOLLOWUP	SS	07/23/26							OPEN
26-00619	78.	2634.	1353 HILLCREST CT	BARNHART DAVID K			07/08/26				
IPMC 302.4	Weeds.	SENT LETTER					07/08/26				
		Sent Violation									
		FOLLOWUP	JEN	07/16/26							OPEN

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00620	87. 10315.	752-754 HIGHLAND AVE	INVINCIBLE ENTERPRISE LLC		SENT LETTER		07/08/26				
		Sent Violation									
26-00621	87. 10829.	601 LINDEN AVE	CHICA JONY O		SENT LETTER		07/08/26				
		Sent Violation									
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/13/26							OPEN
26-00622	86. 6166.	413 CHESTNUT ST	GORDON KINBERLY M		SENT LETTER		07/08/26				
		Sent Violation									
IPMC 302.4	Weeds.	FOLLOW UP	SS	07/23/26							OPEN
26-00623	86. 6151.	421 BRALLIER PL	CW LAWN & LANDSCAPE LLC		SENT LETTER		07/08/26				
		Sent Violation									
IPMC 302.4	Weeds.	FOLLOW UP	SS	07/23/26							OPEN
26-00624	80. 4850.	1038 CHURCH	VIRTUAL FLIPS LLC		SENT LETTER		07/08/26				
		Sent Violation									
26-00625	80. 4761.	113 OSPREY PL	JAMES PAUL R		SENT LETTER		07/08/26				
		Sent Violation									
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/15/26							OPEN
26-00626	71. 112.	242 UNION ST	REDNOP LLC								

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone
Ordinance Id	Activity Type	Inspector	Date	Status
IPMC 302.4	Weeds.	SENT LETTER Sent Violation	07/09/26	
		FOLLOW UP	SS 07/24/26	OPEN
26-00627	71. 44.	SENT LETTER Sent Violation	KLEITCHES STACIE 07/09/26	
IPMC 302.4	Weeds.	FOLLOW UP	SS 07/24/26	OPEN
26-00628	89. 6946.	181 GARFIELD SENT LETTER Sent Violation	THE LIVING STANDARD LLC 07/10/26	
26-00629	89. 6946.	181 GARFIELD SENT LETTER Sent Violation	THE LIVING STANDARD LLC 07/10/26	
26-00630	89. 7346.	182 GARFIELD ST SENT LETTER Sent Violation	FREEDOM HILL BAPTIST CHURCH 07/10/26	
IPMC 302.4	Weeds.	FOLLOW UP	SS 07/27/26	OPEN
26-00631	90. 12227.	281 DECKER SENT LETTER Sent Violation	WAGNER PATRICK E 07/10/26	
1060.01	Bulky Wastes	FOLLOW UP	SS 07/27/26	OPEN
26-00632	87. 9647.	820 PARK AVE SENT LETTER	FICKES SHANNA 07/10/26	

Violation Id	Block/InvQual	Property Location	Owner Name	Phone
Ordinance Id	Activity Type	Inspector	Date	Status
IPMC 302.4	Weeds.	Sent Violation FOLLOWUP	JEN	07/20/26
				OPEN
26-00633	77. 2451.	841 ASH SENT LETTER Sent Violation	KEY LARK INVESTMENTS	
			07/10/26	
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/17/26
				OPEN
26-00634	72. 209.	126 MARKET ST SENT LETTER Sent Violation	126 MARKET ST LLC	
			07/10/26	
26-00635	87. 10428.	716-718 HIGHLAND AVE SENT LETTER Sent Violation	SUPPES RICHARD A & JOANN M	
			07/10/26	
26-00636	80. 4849.	145 GAUTHER ST SENT LETTER Sent Violation	OTT ALLIE	
			07/13/26	
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/17/26
				OPEN
26-00637	79.1 18573.	123 ADAMS ST SENT LETTER Sent Violation	AWESOMEWELOVE LLC	
			07/13/26	
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/22/26
				OPEN
26-00638	87. 10708.	727 PARK SENT LETTER Sent Violation	727 PARK AVE LLC	
			07/13/26	

Violation Id Ordinance Id	Block/Lot/Qual	Property Location Activity Type	Inspector	Owner Name	Date	Start Time	End Time	Phone	Actual Time	Status
IPMC 302.4	Weeds.	FOLLOWUP	JEN	JACKSON ACQUISITION &	07/24/26					OPEN
26-00639	87. 11561.	713 HIGHLAND AVE SENT LETTER Sent Violation	07/13/26							
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/24/26						OPEN
00640	87. 9853.	613 LINDEN SENT LETTER Sent Violation	07/13/26	RODRIGUEZ DESTALAHYA						26-
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/23/26						OPEN
26-00641	87. 10149.	625-627 LINDEN SENT LETTER Sent Violation	07/13/26	LALONE LANE						
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/22/26						OPEN
26-00642	86. 6192.	310 8TH SENT LETTER Sent Violation	07/13/26	WAGNER PATRICK						
IPMC 302.4	Weeds.	FOLLOWUP	SS	07/28/26						OPEN
26-00643	78. 3920.	1359 FRANKLIN SENT LETTER Sent Violation	07/13/26	APPALACHIAN RENTAL HOMES LP						
1060.01	Bulky Wastes	FOLLOWUP	JEN	07/30/26						OPEN
26-00645	77. 1928.	212 PINE ST SENT LETTER	07/13/26	386 PLAINFIELD AVE PROP JOHNSTOWN						

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone
Ordinance Id	Activity Type	Inspector	Date	Status
IPMC 302.4	Weeds.	Sent Violation FOLLOWUP	JEN 07/24/26	OPEN
26-00647	77. 2453.	838 FRONHEISER ST SENT LETTER Sent Violation	CANINI KAREN & CANINI MARY JO 07/13/26	
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/24/26	OPEN
26-00648	78. 3834.	1354 FRANKLIN SENT LETTER Sent Violation	1354-1360 FRANKLIN ST LLC 07/13/26	
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN 07/18/26	OPEN
26-00649	88. 6628.	157 BARRON SENT LETTER Sent Violation	SUTT SHARON E 07/13/26	
1060.01	Bulky Wastes	FOLLOWUP	SS 07/28/26	OPEN
26-00652	77. 1918.	517 WOOD ST SENT LETTER Sent Violation	TULLIS VERONICA 07/13/26	
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/22/26	OPEN
26-00656	86. 6231.	716 BRALLIER ALLEY PL SENT LETTER Sent Violation	WINGARD DRAVEN 07/14/26	
IPMC 302.4	Weeds.	FOLLOWUP	SS 07/29/26	OPEN

Violation Id Ordinance Id	Block/Lot/Qual	Property Location Activity Type	Inspector	Owner Name	Date	Start Time	End Time	Phone	Status
26-00657	83. 5782.	218 MORGAN PL. SENT LETTER Sent Violation	07/14/26	CORNERSTONE PROPERTY CO LLC					
IPMC 302.4	Weeds.	FOLLOW UP	SS	07/29/26				OPEN	
26-00658	77. 2234.	519 WOOD SENT LETTER Sent Violation	07/14/26	BENNETT NICHOLAS PAUL					
IPMC 308.1	Accumulation of rubbish or gar	FOLLOWUP	JEN	07/22/26				OPEN	
26-00659	74. 503.	SENT LETTER Sent Violation	07/14/26	CASEY KEY LLC					
IPMC 302.4 00660	Weeds. 77. 1662.	FOLLOWUP 535 WOOD ST SENT LETTER Sent Violation	SS 07/14/26	COBY ERNEST M & GRACE A				OPEN	26-
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/22/26				OPEN	
26-00663	88. 6699.	1310 MARYLAND SENT LETTER Sent Violation	07/14/26	LISA MARIE COOPER					
IPMC 302.4	Weeds.	FOLLOW UP	SS	07/29/26				OPEN	
26-00664	87. 11080.	162-164 JACOB STREET SENT LETTER Sent Violation	07/14/26	BPOM LLC					

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone
Ordinance Id	Activity Type	Inspector	Date	Status
26-00665	87. 11618.	663-665-667 COLEMAN AVE	WILSON FRANK E & VALORIE L	
	SENT LETTER	07/14/26		
	Sent Violation			
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/23/26	OPEN
26-00670	77. 2045.	111 POPLAR	WAGNER RONALD G JR	
	SENT LETTER	07/14/26		
	Sent Violation			
26-00675	77. 2060.	533 WOOD	GUNBY TONNY & CADE EARLENE	
	SENT LETTER	07/14/26		
	Sent Violation			
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/23/26	OPEN
26-00678	87. 9285.	728-730 GROVE AVE	KOZLOWSKI THOMAS C & JUANITA L	
	SENT LETTER	07/14/26		
	Sent Violation			
26-00680	77.1 11254.	WOOD ST	MINANA JEFFREY A	
	SENT LETTER	07/15/26		
	Sent Violation			
26-00682	77. 1495.	439 WOOD ST	KEREKES ROGER N	
	SENT LETTER	07/15/26		
	Sent Violation			
IPMC 302.4	Weeds.	FOLLOWUP	JEN 07/24/26	OPEN
26-00691	91. 7756.	471 BOYER	GIARDINA MICHAEL N	
	SENT LETTER	07/15/26		
	Sent Violation			

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	
Ordinance Id	Activity Type	Inspector	Date	Status	
1060.01	Bulky Wastes	FOLLOW UP	SS	07/30/26	OPEN
26-00692	77. 2467.	427-429 WOOD ST	ISRAEL MARTIN LUTHER		
	SENT LETTER	07/15/26			
	Sent Violation				
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/24/26	OPEN
26-00693	86. 6164.	607 12 CHESTNUT ST	PERRY DENNIS W		
	SENT LETTER	07/15/26			
	Sent Violation				
26-00694	77. 1716.	PILGRIM CHURCH OF GOD IN			
	SENT LETTER	07/15/26			
	Sent Violation				
IPMC 302.4	Weeds.	FOLLOWUP	JEN	07/27/26	OPEN
26-00695	91. 7498.	438 BOYER ST	FERPAS ROBERT J & BARBARA J		
	SENT LETTER	07/16/26			
	Sent Violation				
26-00696	79. 4386.	827-831 SMITH PL	SCHILLING ROBERT CHARLES III		
	SENT LETTER	07/17/26			
	Sent Violation				
26-00697	82. 5559.	110-16 CROUSE AVE	PT&R INC C/O DELWYN POWELL		
	SENT LETTER	07/17/26			
	Sent Violation				
26-00698	77. 2223.	708-10 VONLUNEN RD	LAROSA CONSUELA		
	SENT LETTER	07/17/26			

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone			
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
Sent Violation							
26-00701	72.	83450.	229-31 LOCUST	MP1 OF JOHNSTOWN-LIMA LLC			
		SENT LETTER	07/17/26				
		Sent Violation					
26-00702	91.	7623.	214 KUNKLE ST	DERISME LANDDA JULIEN			
		SENT LETTER	07/20/26				
		Sent Violation					
26-00703	91.	7588.	227 KUNKLE ST	POPOVICH			
		SENT LETTER	07/20/26				
		Sent Violation					
1060.17	(c)	Dumpster Containers f	FOLLOW UP	SS	07/27/26		OPEN
26-00704	91.	7573.	224-226 VAUGHN ST	LAWHEAD JACK R ET UX			
		SENT LETTER	07/20/26				
		Sent Violation					
26-00705	91.	7465.	238 VAUGHN ST	SHRIJAN LLC			
		SENT LETTER	07/20/26				
		Sent Violation					
26-00706	91.	7431.	319 BOYER	BRYAN-INGLETON KIMISHA & HYLTON SAK			
		SENT LETTER	07/20/26				
		Sent Violation					
26-00707	90.	11737.	179 C ST	RIDENOUR GREGORY L SR &			
		SENT LETTER	07/21/26				
		Sent Violation					
26-00708	85.	5979.	222 CHESTNUT	NARDECCHIA STEPHEN PAUL			

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone			
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00710	90.	12138.	185 D ST	KROUSE DONNAL			
	SENT LETTER			07/21/26			
	Sent Violation						
26-00711	88.	6530.	111 FAIRFIELD	WILSON AMANDA			
	SENT LETTER			07/22/26			
	Sent Violation						
26-00712	81.	5105.	301 WOODVALE	KLIMEK KEVIN J & CINDY L			
	SENT LETTER			07/23/26			
	Sent Violation						
26-00713	75.	690.	515-515 12 SOMERSET AVE	Celia Valente			
	SENT LETTER			07/24/26			
	Sent Violation						
26-00714	76.	904.	801 FRANKLIN ST	JOIE PROPERTY LLC			
	SENT LETTER			07/27/26			
	Sent Violation						
26-00715	90.	11652.	114-116 SHERIDAN ST	GIBBONS LARENT			
	SENT LETTER			07/28/26			
	Sent Violation						
26-00716	90.	12070.	112 SHERIDAN ST	SLOUCK PATRICK & JINA SALOME			
	SENT LETTER			07/28/26			
	Sent Violation						
26-00717	87.	11185.	179 BOND ST	SOPHIA PROPERTIES 012 LLC			
	SENT LETTER			07/28/26			

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone		
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
Sent Violation						
26-00718	89.	7047.	302 GRAPE AVE	JANISKO THADDEUS J		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00719	86.	6171.	313 7TH AVE	MBECAH MAXWELL N & ONDIGO QUEENTER		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00720	87.	11181.	704-706 GROVE AVE	SOPHIA PROPERTIES 012 LLC		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00721	87.	9995.	657-659 PARK AVE	PARTSCH FRED A III & CAROLYN J		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00722	87.	10509.	654 COLEMAN AVE	TRANSITION HOLDINGS LP		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00726	87.	10591.	263 OHIO ST	BANJO PARTNERS LLC		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00727	87.	11124.	668-70 COLEMAN	HAIDAR GEORGE P H		
		SENT LETTER	07/28/26			
		Sent Violation				
26-00728	89.	6996.	124 STRAYTER ST	CARRIER STANLEY		
		SENT LETTER	07/29/26			
		Sent Violation				

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone			
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00729	87.	11150.	1148 SOLOMON	EVANS MARK A JR			
	SENT LETTER		07/29/26				
	Sent Violation						
26-00730	89.	7237.	190-92 STRAYER ST	BELLINGER JUSTIN			
	SENT LETTER		07/29/26				
	Sent Violation						
26-00731	90.	12123.	351 CORINNE AVE	STRATEGIC COMMERCIAL C/O GASTERAIOS			
	SENT LETTER		07/29/26				
	Sent Violation						

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone			
Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
26-00732	87.	10817.	1154 SOLOMON ST	MASSEY SHANE Y & MICHELLE L			
	SENT LETTER		07/29/26				
	Sent Violation						
26-00733	87.	11126.	134-136 BOND ST	HUMPHREY JAHCOBY			
	SENT LETTER		07/30/26				
	Sent Violation						

26-00734	90.	12416.	426 STRAYER ST	WIMMER DARRIN K
SENT LETTER				
07/30/26				
Sent Violation				

Violation Id	Block/Lot/Qual	Property Location	Owner Name	Phone	Ordinance Id	
Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status

Activity Type Totals:

FOLLOW UP: 40

FOLLOWUP: 74

SENT LETTER: 117

Total Activities: 231

Total Violations: 164

Inspector Totals:

SS: 41

None: 117

JEN: 73



PUBLIC WORKS COUNCIL UPDATE JUNE 2026

- Installed electric for the handicapped lift at City Hall
- Finished roof at Roxbury
- Saw cut area for curbing on sidewalks Roxbury Park
- Built forms for curbing Roxbury Park
- Removed old sidewalks and formed area for new sidewalks on Franklin St by Roxbury Park
- Cut back Knot weed in the following areas with the John Deere Tractor.

PROSPECT:

Collins St, Galena Alley, Peelor St., Halite, Jet Pl., Morgan Pl., Ebensburg Rd., Prospect St., Lowman St., New St., McCabe, Ihmsen Ave., Fulton St., Moore St. Teek St

WEST END/ COOPERSDALE:

Iron St., Honan Ave., Boyer St., Vaughn St., Brush., Killian St., D St., Duwell St., Mango Pl.,

CONEMAUGH BORO/WOODVALE:

Fleetwood St., Iolite Ave., Greywood ave., Church Ave., Horrock St., Steel St., Gautier St., Baumer St.

ROXBURY:

O'Conner, Shaffer St., Good St., Roxbury Ave.

Run sweeper through all the neighborhood's that we cut the Knot weed.

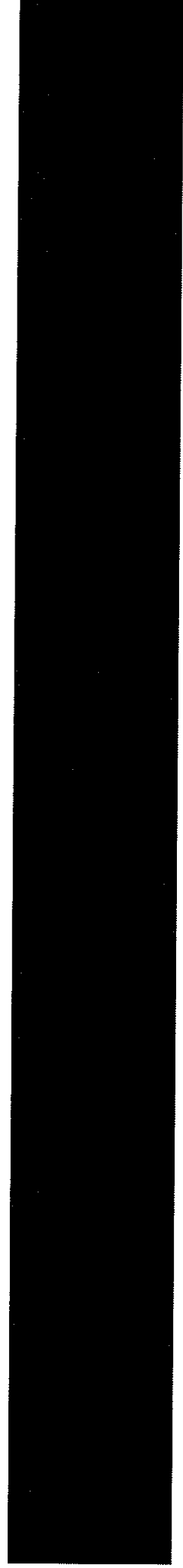
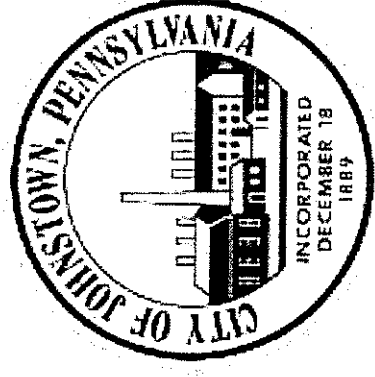
- Prepped Roxbury Park and Point stadium for the AAABA tournament

- Collected Yard Waste City wide.
- Training the new equipment operator on all the City's heavy equipment.

- Director of Public Works
- Carmen S Truscello
- City Of Johnstown
- 419-6th Ave. Johnstown, Pa. 15906
- Repair shop 814 533-2089 Ext 404
- Cell 814 242 -4341

Financial Review

June 2026



Agenda



2026 Financials – Through June

- Cash Balances
- General Fund Revenues & Expenditures
- Real Estate Tax Collections
- Payroll Analysis
- Capital Fund Expenditures
- Long-term Debt



Cash Balances – 6/30/2026



Fund	Balance (000s)
General Fund	13,130
Capital Investment Fund	7,450
ARPA Fund	5,693
Liquid Fuels Fund	1,548
State Grant Fund	611
UDAG Fund (CDF)	361
Job Development Fund (CDF)	247
Community Dev. Fund (CDF)	104
Conference Center Fund	72
Enterprise Fund (CDF)	53
Home Loan Fund (CDF)	7
Rehabilitation Loan Fund (CDF)	6

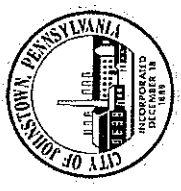
- A significant portion of cash is restricted externally by ARPA and other dedicated funding sources.
- Capital Investment Fund cash remains unrestricted but assigned for capital.
- General Fund cash is largely discretionary but includes approximately \$1.4M committed for OPEB.

Liquidity profile (\$ millions)

\$19.2M	\$10.1M
---------	---------

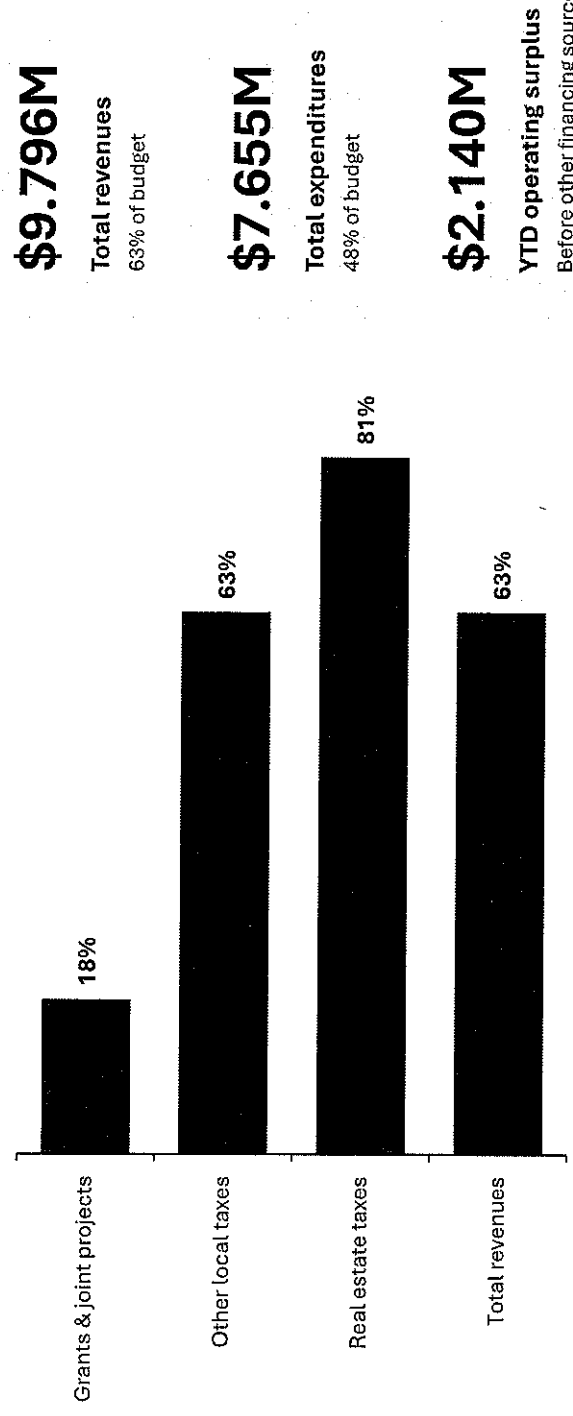
Unrestricted Restricted / committed

Total cash of approximately \$29.3 million across all funds.



General Fund Revenues & Expenditures – Through 6/30/2026

Revenues as a percent of annual budget



\$9.796M

Total revenues
63% of budget

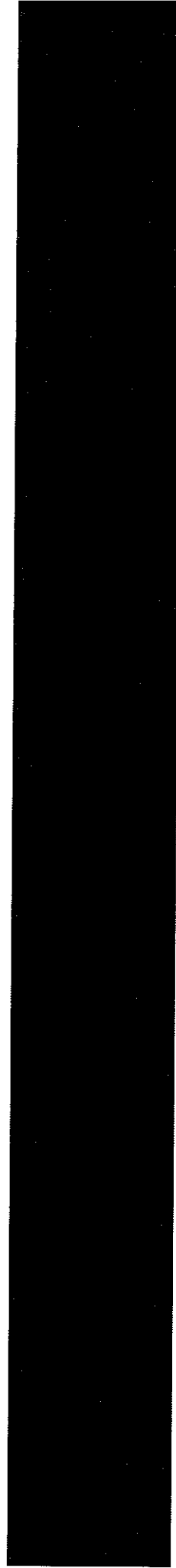
\$7.655M

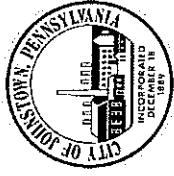
Total expenditures
48% of budget

\$2.140M

YTD operating surplus
Before other financing sources/uses

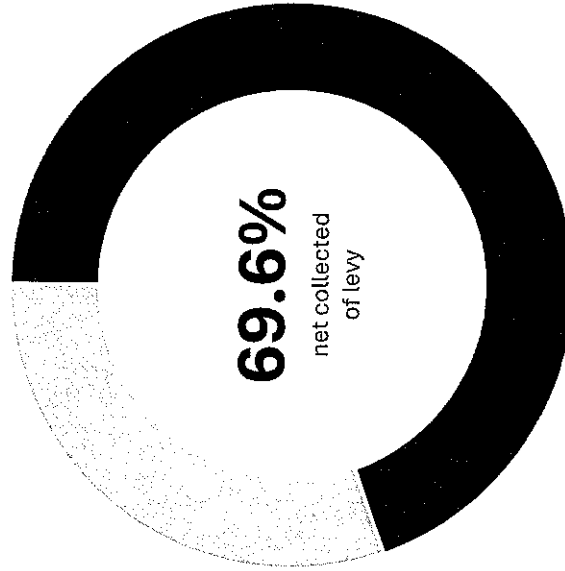
Revenues climbed sharply in June as real estate taxes came in during the face-payment period, bringing YTD revenues nearly in line with the prior year (down about 1%). Recurring revenue categories are now tracking at or above expected YTD levels, and expenditures remain below budget at 48% through June. The result is a YTD operating surplus of approximately \$2.1 million before other financing sources and uses.





Real Estate Tax Collections – Through 6/30/2026

Current-year collections continue to convert the levy into cash.



\$7.211M Gross Levy

\$5.022M

Net Collections

69.6% of levy

\$2.189M

Outstanding

30.4% of levy

\$599.4K

Prior-Year Collections

Incl. delinquent / liened

General Fund Expenditures by Function



Function	YTD (000s)	% of Budget
General Government	1,156	52%
Police	2,264	48%
Fire	2,010	45%
Public Works	1,315	49%
Parking	148	45%
Community Development	156	40%
Culture and Recreation	193	49%
Debt Service	414	55%

- Through June, expenditures by governmental function continue to track close to or below budget.
- Police and fire remain the City's largest spending functions, totaling approximately \$4.27M year to date — about 56% of the functions shown here.
- Debt service remains broadly comparable to the prior year, at roughly \$414K versus \$428K through June.



Payroll Analysis – Through 6/30/2026



114.0

Actual staffing (FTE)

117.5

Budgeted staffing (FTE)

Base pay: actual vs. budget to date

Actual \$3.344M

Budget to date \$3.548M

Overall payroll remains below plan through June, with the favorable base-pay variance widening to about \$204K.

- The variance is driven primarily by vacancies and below-plan payroll in Police Clerical, Public Works, Finance, and Fire.
- Special pay is elevated YTD, driven by police special pays and three unbudgeted severance payments.
- Overtime remains manageable at about 55% of budget, though police overtime (~79%) should continue to be monitored.

Below plan (favorable)

Police Clerical
Public Works
Finance
Fire
Codes

On / above plan

Police
General Government
Recreation

\$166.3K
Special pay
236% of budget

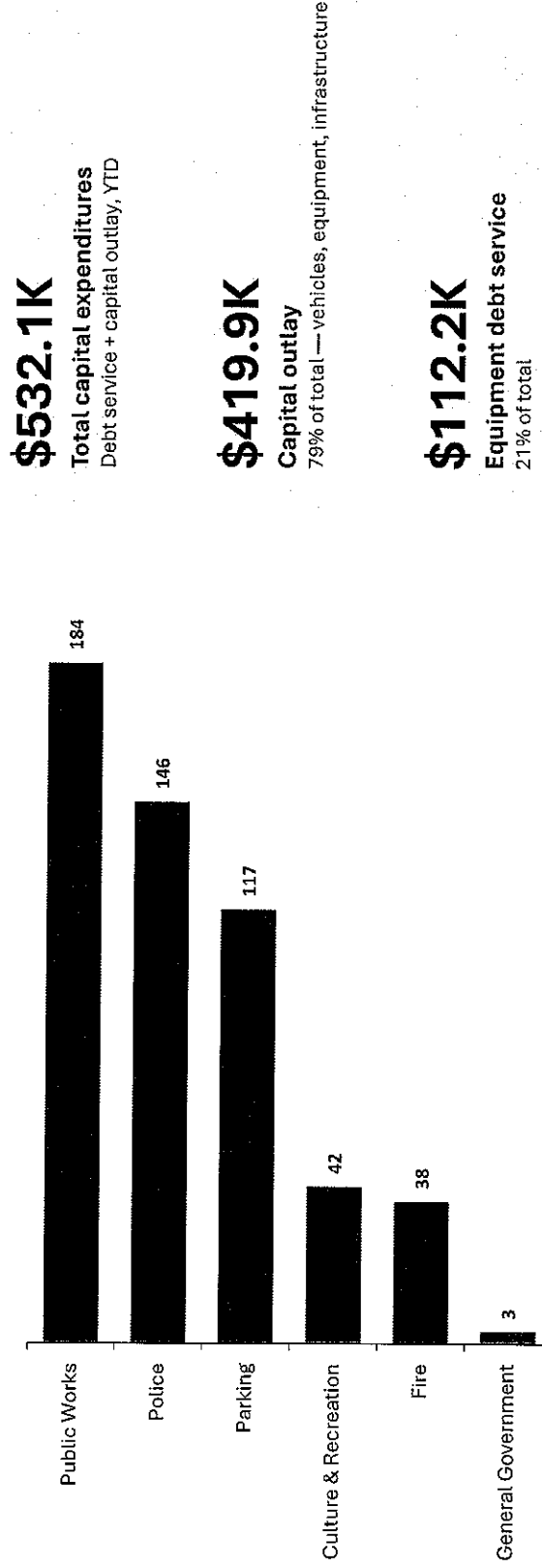
\$351.6K
Overtime
55% of budget

79%
Police overtime
of budget

Capital Investment Fund – Expenditures Through 6/30/2026



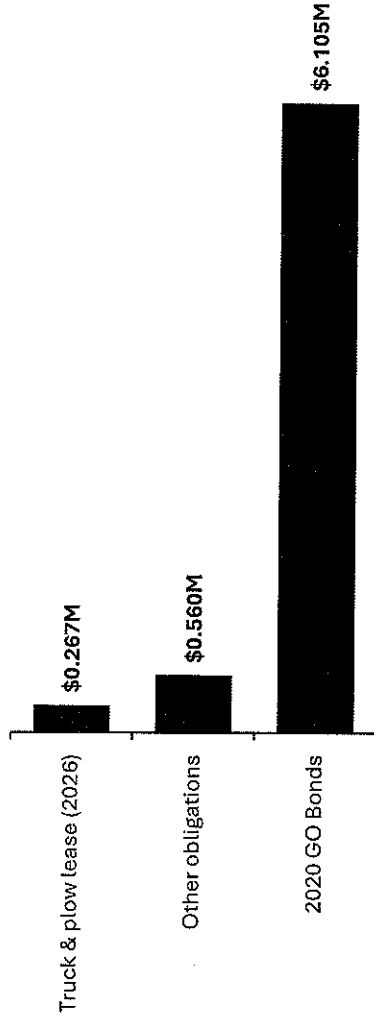
Year-to-date capital spending by department (\$000s)



Capital Investment Fund spending totaled about \$532K year to date — largely capital outlay (\$420K), with \$112K for equipment-related debt service. Public Works, Police, and Parking drove most activity (vehicles, equipment, infrastructure). The fund retains roughly \$7.45M in available cash for future projects.

Long-term Debt Balances

Outstanding principal by issue (\$ millions)



2016 GON Fully retired

~\$6.93M total outstanding principal



YTD General Fund Debt Service

6/30/2026	\$413.8K
6/30/2025	\$427.9K

- Debt service remains broadly in line with the prior year through June, at about \$414K versus \$428K.
- With the 2016 GON fully retired, the profile is now dominated by the 2020 general obligation bonds.
- Smaller equipment and vehicle financings, including the 2026 truck-and-plow lease, make up the remainder and are reported in the Capital Investment Fund.



City of Johnstown

Monthly Financial Schedules June 2026



CITY OF JOHNSTOWN
SCHEDULE OF CASH BALANCES
AS OF JUNE 30, 2026

Fund	Unrestricted	Restricted/Committed	Total Cash
General Fund	\$ 11,720,524	\$ 1,409,775	\$ 13,130,299
Capital Investment Fund	7,450,071	-	7,450,071
ARPA Fund	-	5,692,823	5,692,823
Liquid Fuels Fund	-	1,548,445	1,548,445
State Grant Fund	-	611,155	611,155
UDAG Fund	-	361,035	361,035
Job Development Fund	-	247,305	247,305
Conference Center Fund	-	71,528	71,528
Community Development Fund	-	103,910	103,910
Enterprise Fund	-	52,600	52,600
Home Loan Fund	-	7,119	7,119
Rehabilitation Loan Fund	-	6,359	6,359
Total Cash*	\$ 19,170,595	\$ 10,112,054	\$ 29,282,649

*Excludes Pension Trust Fund



CITY OF JOHNSTOWN
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE PERIOD ENDED JUNE 30, 2026

	2026	2025	Variance (\$'s)	Variance (%)	Budget	% of Budget
Revenues:						
Real Estate Taxes	\$ 5,621,159	\$ 5,475,085	\$ 146,073	3%	\$ 6,900,000	81%
Other Local Taxes	2,807,706	2,943,997	(136,291)	-5%	4,491,840	63%
Licenses and Permits	179,357	314,142	(134,785)	-43%	526,200	34%
Fines and Forfeitures	85,679	53,280	32,398	61%	336,800	25%
Charges for Services	330,199	300,235	29,964	10%	547,800	60%
Grants and Joint Projects	337,251	323,568	13,684	4%	1,912,841	18%
Departmental Earnings	193,967	161,681	32,286	20%	438,000	44%
Interest Income	170,009	180,573	(10,564)	-6%	320,000	53%
Other Income	70,603	145,021	(74,418)	-51%	190,907	37%
Total Revenues	9,795,930	9,897,583	(101,653)	-1%	15,664,387	63%
Expenditures:						
General Government ¹	1,155,510	945,907	209,604	22%	2,242,247	52%
Police	2,264,125	2,131,616	132,510	6%	4,678,699	48%
Fire	2,010,194	1,926,791	83,403	4%	4,503,928	45%
Public Works	1,315,172	1,323,722	(8,550)	-1%	2,681,852	49%
Parking	147,557	161,459	(13,902)	-9%	328,897	45%
Community Development	156,321	182,786	(26,465)	-14%	389,605	40%
Culture and Recreation	192,745	175,030	17,715	10%	395,604	49%
Debt Service	413,816	427,894	(14,078)	-3%	746,652	55%
Total Expenditures	7,655,440	7,275,204	380,236	5%	15,967,483	48%
Excess (Deficiency) of Revenues						
Over Expenditures	2,140,489	2,622,378	(481,889)		(303,096)	
Other Financing Sources (Uses):						
Transfers In (Out)	-	144,539	(144,539)		293,096	
Total other financin	-	144,539	(144,539)		293,096	
Net Change in Fund Balance	\$ 2,140,489	\$ 2,766,917	\$ (626,428)		\$ (10,000)	

Notes:

¹ General government includes the City Manager's Office, Finance, and Human Resources.



CITY OF JOHNSTOWN
SCHEDULE OF EXPENDITURES BY NATURAL CLASSIFICATION
FOR THE PERIOD ENDED JUNE 30, 2026

	General Government					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel ¹	\$ 326,897	\$ 276,657	\$ 50,240	18%	\$ 650,060	50%
Employee Benefits	68,212	77,157	(8,944)	-12%	149,678	46%
Purchased and Contracted Services	369,786	247,784	122,002	49%	477,650	77%
Supplies and Materials	12,323	15,538	(3,215)	-21%	16,600	74%
Utilities & Repairs and Maintenance	4,766	5,593	(827)	-15%	10,300	46%
Insurance and Other Expenses	373,526	323,178	50,348	16%	937,959	40%
Total Expenditures	\$ 1,155,510	\$ 945,907	\$ 209,604	22%	\$ 2,242,247	52%

	Police					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel	\$ 1,573,251	\$ 1,425,354	147,898	10%	\$ 3,014,950	52%
Employee Benefits	568,906	569,396	(490)	0%	1,329,220	43%
Purchased and Contracted Services ²	33,955	70,784	(36,829)	-52%	88,055	39%
Supplies and Materials	59,709	41,672	18,037	43%	79,500	75%
Utilities & Repairs and Maintenance	18,764	23,021	(4,257)	-18%	52,000	36%
Insurance and Other Expenses	9,540	1,389	8,151	587%	114,974	8%
Total Expenditures	\$ 2,264,125	\$ 2,131,616	\$ 132,510	6%	\$ 4,678,699	48%

Notes:

¹ This 39% variance is due to \$35k severance paid to the former payroll accountant, plus a full 6 months in 2026 of HR Assistant and Deputy City Manager salary.

² Due to one-time technology upgrades purchases in the prior year but not in the current year.



CITY OF JOHNSTOWN
SCHEDULE OF EXPENDITURES BY NATURAL CLASSIFICATION
FOR THE PERIOD ENDED JUNE 30, 2026
(CONTINUED)

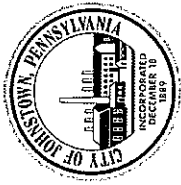
	Fire					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel	\$ 1,171,919	\$ 1,122,652	\$ 49,267	4%	\$ 2,404,940	49%
Employee Benefits	703,668	656,386	47,282	7%	1,825,813	39%
Purchased and Contracted Services ¹	15,022	38,769	(23,747)	-61%	59,475	25%
Supplies and Materials	76,560	68,652	7,908	12%	130,000	59%
Utilities & Repairs and Maintenance	43,026	40,332	2,694	7%	83,700	51%
Insurance and Other Expenses	-	-	-	0%	-	0%
Total Expenditures	\$ 2,010,194	\$ 1,926,791	\$ 83,403	4%	4,503,928	45%

	Public Works					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel	\$ 507,826	\$ 553,380	(45,554)	-8%	1,138,219	45%
Employee Benefits	214,283	233,266	(18,982)	-8%	476,033	45%
Purchased and Contracted Services	11,160	14,548	(3,388)	-23%	29,500	38%
Supplies and Materials ²	62,525	34,729	27,796	80%	101,600	62%
Utilities & Repairs and Maintenance	519,377	487,800	31,577	6%	936,500	55%
Insurance and Other Expenses	-	-	-	0%	-	0%
Total Expenditures	\$ 1,315,172	\$ 1,323,722	\$ (8,550)	-1%	\$ 2,681,852	49%

Notes:

¹ This is due to one-time purchases made in the prior year from Witmer Public Safety.

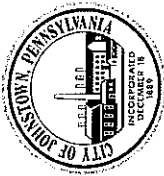
² This variance is due to how fuel expenses were allocated between departments between 2025 to 2026. More fuel expense was allocated to Public Works in 2026. If you look at the next page, there is a variance in the Parking Department going in the opposite direction as more fuel was allocated to that Department in 2025. However if you add both departments together and compare expenses are consistent. Fuel will be higher in 2026 generally due to increased prices.



CITY OF JOHNSTOWN
SCHEDULE OF EXPENDITURES BY NATURAL CLASSIFICATION
FOR THE PERIOD ENDED JUNE 30, 2026
 (CONCLUDED)

	All Other Departments					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel	\$ 201,363	\$ 227,012	\$ (25,649)	-11%	\$ 527,078	38%
Employee Benefits	71,644	88,871	(17,227)	-19%	164,728	43%
Purchased and Contracted Services	50,960	38,399	12,561	33%	104,448	49%
Supplies and Materials	13,676	34,780	(21,104)	-61%	29,500	46%
Utilities & Repairs and Maintenance	158,979	130,213	28,766	22%	253,352	63%
Insurance and Other Expenses	-	-	-	0%	35,000	0%
Total Expenditures	\$ 496,622	\$ 519,276	\$ (22,653)	-4%	\$ 1,114,106	45%

	Total					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Expenditures:						
Personnel	\$ 3,781,258	\$ 3,605,056	176,202	5%	\$ 7,735,247	49%
Employee Benefits	1,626,713	1,625,075	1,639	0%	3,945,472	41%
Purchased and Contracted Services	480,883	410,284	70,599	17%	759,128	63%
Supplies and Materials	224,793	195,371	29,422	15%	357,200	63%
Utilities & Repairs and Maintenance	744,911	686,958	57,953	8%	1,335,852	56%
Insurance and Other Expenses	383,066	324,567	58,499	0%	1,087,933	0%
Principal and Interest	413,816	427,894	(14,078)	-3%	746,652	55%
Total Expenditures	\$ 7,655,440	\$ 7,275,204	\$ 380,236	5%	\$ 15,967,483	48%



CITY OF JOHNSTOWN

PAYROLL ANALYSIS

FOR THE PERIOD ENDED JUNE 30, 2026

Department	Budgeted FTEs	Actual FTEs	Annual Budget [^]	Base Pay Budget to Date	Base Pay Actual	Variance Over / (Under)	% of Budget
General Government	5.00	5.00	\$ 408,750	\$ 204,375	\$ 209,843	\$ 5,468	51%
Finance	4.00	2.00	236,310	118,155	81,252	(36,903)	34%
Police	37.00	37.00	2,602,441	1,301,220	1,307,948	6,728	50%
Police Clerical	4.50	2.50	194,987	97,493	48,452	(49,041)	25%
Fire	29.00	30.50	1,939,940	969,970	940,887	(29,083)	49%
Public Works	23.00	25.00	1,101,646	550,823	503,330	(47,494)	46%
Economic Development	3.50	3.50	236,810	118,405	103,787	(14,618)	44%
Recreation	3.00	3.00	121,526	60,763	64,346	3,584	53%
Codes	4.50	3.50	133,458	66,729	41,364	(25,365)	31%
Parking	4.00	2.00	120,982	60,491	43,087	(17,404)	36%
Total	117.50	114.00	\$ 7,096,850	\$ 3,548,425	\$ 3,344,296	\$ (204,129)	47%

Department	Special Pay Budgeted*	Special Pay Actual*	% of Budget	Overtime Budgeted	Overtime Actual	% of Budget
General Government	\$ -	\$ -	0%	\$ -	\$ -	0%
Finance	-	35,000	0%	5,000	803	16%
Police	41,523	108,862	262%	160,000	126,598	79%
Police Clerical	-	-	0%	6,000	2,798	47%
Fire	20,000	19,910	100%	380,000	185,626	49%
Public Works	7,000	2,577	37%	75,000	29,697	40%
Economic Development	-	-	0%	-	-	0%
Recreation	-	-	0%	14,700	5,616	38%
Codes	-	-	0%	-	-	0%
Parking	2,000	-	0%	1,500	477	32%
Total¹	\$ 70,523	\$ 166,349	236%	\$ 642,200	\$ 351,614	55%

Notes:

[^]Base pay includes longevity pay.

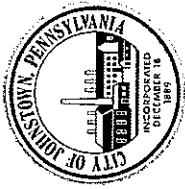
* Special pay includes premium pay, severance pay, police canine pay, police court pay, and police sick leave incentive pay.

¹ Special pay is over budget due to 3 severance payments, which are not budgeted due to there unpredictable nature.



CITY OF JOHNSTOWN
REAL ESTATE TAX LEVY AND COLLECTIONS
FOR THE PERIOD ENDED JUNE 30, 2026

	<u>Amount</u>	<u>% of Levy</u>
Current Year Levy and Collections		
Gross Levy	\$ 7,210,728	100%
Total Collections at Face	5,120,499	71.01%
Less: Discount	(99,057)	-1.37%
Plus: Penalty	330	0.00%
Net Collections	<u>5,021,772</u>	69.64%
Outstanding	<u><u>\$ 2,188,956</u></u>	30.36%
Collections on Prior-Year Taxes		
Collections on 2025	\$ 133,812	
Delinquent/Liened Collections	<u>465,574</u>	
Total Prior Year Collections	<u><u>\$ 599,386</u></u>	



CITY OF JOHNSTOWN

SCHEDULE OF LONG-TERM DEBT

AS OF JUNE 30, 2026

Issue	Purpose	Outstanding		Rate	Final Maturity	Debt Service	
		Original Amount	Principal			Next 12 Months	
2020 General Obligation Bonds	Refund City's 2013 Bonds	\$ 6,635,000	\$ 6,105,000	2.00-3.00%	10/1/2032	\$	376,988
2023 General Obligation Note	Finance a new Fire Truck	\$ 326,670	\$ 261,563	5.74%	12/1/2033	\$	43,032
KS StateBank Lease	Finance new police vehicles	\$ 96,894	\$ 27,526	6.67%	10/25/2027	\$	22,857
Customers Commerical Financial	Finance Police Ford Explorers	\$ 112,203	\$ 91,182	5.35%	7/1/2030	\$	25,924
KS StateBank Lease	Finance new loader	\$ 133,536	\$ 29,268	4.81%	7/15/2027	\$	22,612
1st Summit Bank	Finance Freightliner truck	\$ 204,963	\$ 150,052	5.74%	4/25/2031	\$	35,629
Customers Commerical Financial	Finance truck with plow	\$ 266,968	\$ 266,968	4.58%	4/1/2031	\$	60,739



CITY OF JOHNSTOWN
CAPITAL INVESTMENT FUND
STATEMENT OF CAPITAL EXPENDITURES
FOR THE PERIOD ENDED JUNE 30, 2026

Department	Debt Service	Capital Outlay	Total Capital Expenditures
General Government	\$ -	\$ 3,395	\$ 3,395
Police	43,066	103,306	146,372
Fire	32,107	6,307	38,414
Public Works	36,984	147,065	184,049
Parking	-	117,395	117,395
Culture and Recreation	-	42,431	42,431
Other	-	-	-
Total	<u>\$ 112,158</u>	<u>\$ 419,899</u>	<u>\$ 532,056</u>

JOHNSTOWN FIRE DEPARTMENT

James McCann, Fire Chief

401 Washington Street Johnstown, PA 15901
Telephone (814) 539-0889

To: Mayor Silvia King and Members of City Council
From: James McCann, Fire Chief
Date: 07/28/2026
Subject: Monthly Report

This report provides statistical information regarding incidents, incident types, training activities, and response times for the month. The following reports are attached for your review:

- Incident Statistics
- Breakdown of Major Incident Types

The department responded to a total of **218** calls for service this month and handled an additional **24** non-emergency activities.

Fires and Major Incidents:

- No major fires were reported this month.

The Johnstown Fire Department continued to support the Codes Department by assisting with 25 rental inspections throughout the city.

The department also continued its partnership with the American Red Cross to conduct home safety visits and install smoke detectors within the community. On July 17th, 2026, the Johnstown Fire Department participated in the Police Backpack Giveaway held at the Farmers Market.

All platoons took part in EVOC Training.

Professionalism

Teamwork

Effective

Continuously striving to improve our service

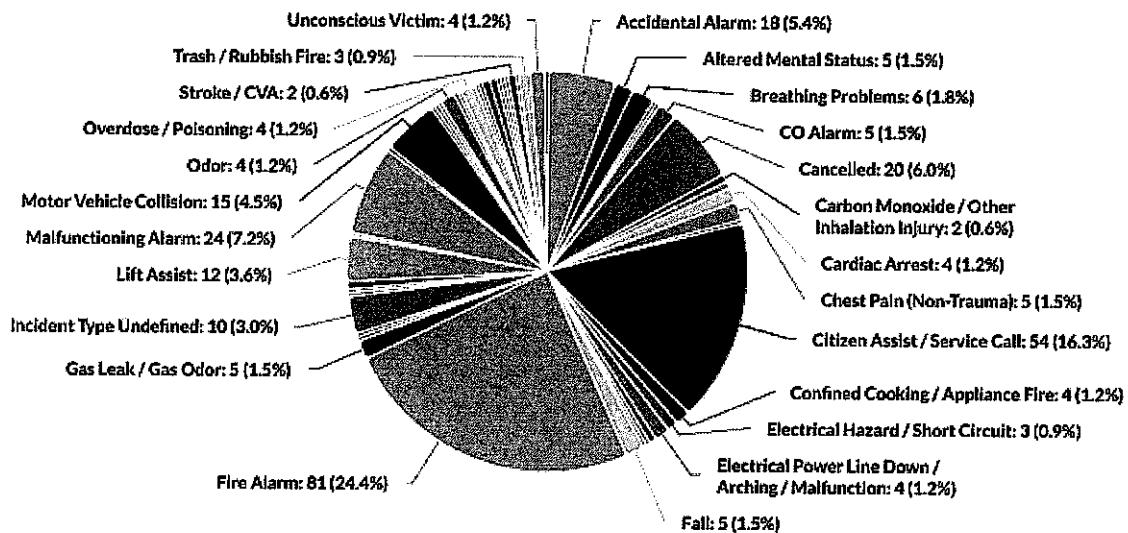
City of Johnstown Fire Department

Johnstown, PA



ALL Incident Type Breakdown (5001)

Start Date: 7/1/2026 0:00:00 | End Date: 7/28/2026 23:59:00



Professionalism

Teamwork

Effective

Continuously striving to improve our service



City of Johnstown Council Meeting 08/12/2026

Department of Community and Economic Development (DCED)

Monthly Report for – July 2026

Prepared by: John Rutledge jrutledge@johnstownpa.gov

Meetings and Events Attended – July 2026

1. Attended the Planning Commission Meeting on July 7, 2026.
2. Attended a Keystone Opportunity Zone (KOZ) meeting in Ebensburg on July 16, 2026.
3. Attended and provided remarks at the Moxham Neighborhood Meeting on July 16, 2026.
4. Attended the Lead Hazard Control and Healthy Homes Program Orientation in Harrisburg on July 20, 2026, regarding new U.S. Department of Housing and Urban Development (HUD) funding opportunities through Pennsylvania Department of Health.
 - The City of Johnstown was awarded:
 - \$539,000 for the Lead Hazard Control Program.
 - \$68,750 for the Healthy Homes Program.
5. Attended the Johnstown Redevelopment Authority (JRA) Board Meeting on July 21, 2026, for the KOZ briefing
6. Attended the One-Year Resource Discussion and Community Celebration at the Saint Vincent de Paul Soup Kitchen on July 23, 2026.
 - The City of Johnstown hosted a resource table to provide information and assistance to community members.
7. Attended the Grand Opening of Dibert Lofts on July 23, 2026.

CDBG Funded Ongoing Projects:

1. Iolite Expansion project funded from CDBG-CV.
 - Project is still active awaiting delivery of the pavilion and swing set.
2. Owner Occupied Rehabilitation Program:
 - Three homes are currently in the rehabilitation phase.
3. First Time Home Buyer Program (FTHB):
 - Two properties have been completed.
 - Rehabilitation activities are scheduled to begin on one additional property.
4. Sewer Lateral Assistance Program (SLAP):
 - Two properties remain under contract awaiting contractor dates.

HOME Rehabilitation Pilot Program Projects:

1. Two properties are in the rehabilitation stage.
2. One property is out for bid.
3. One property has been inspected.

HOME-ARP Funded Ongoing Projects:

1. Victim Services:
 - Project ongoing with the four (4) non-congregate shelter apartments.
2. Women's Help Center:
 - Still ongoing value engineering efforts to bring the project within budget.

Façade:

1. Four projects ongoing.
2. Three applicants that will spend the remaining Façade funding.
 - Currently looking at applying for another Façade grant.

Farmers Market:

1. The Farmers Market has been going very well with great participation, with additional vendors and resource tables for the community.

Loan Program Status:

1. Twenty-Two active loans
2. Sixteen loans paid and current.
3. Two loans delinquent – notices sent
4. Two older loans remain in collection payment plans.
5. Collection efforts ongoing for delinquent loans.



Human Resources Office
City Hall
401 Main Street
Johnstown, PA 15901
Phone (814) 539-2504

Right-To-Know Report

July 1, 2026 to July 31, 2026

Introduction

The purpose of this report is to provide a summary of all Right-to-Know Law (RTKL) and Act 22 of 2017 requests received by the City of Johnstown during the reporting period indicated.

The summaries include the log number from the tracking spreadsheet maintained by the Agency Open Records Officer (AORO), the date each request was received, the requester's name and organization (if applicable), a brief summary of the records requested, and the date the response was issued.

Requests are presented in chronological order by date received; therefore, some log numbers may appear out of sequence.

Additionally, this report concludes with a brief list of RTK requests carried over from the previous reporting period that were completed during the current month, as well as the number of appeals opened within the month.

Report

Log #: 169

Request Received: July 1, 2026

Requestor: Charlene Stanton

Records Requested:

- The current (in effect and binding) City of Johnstown Ordinance which prohibits posting bills on public property, to include date it was enacted and the ordinance number.

Response Sent: July 24, 2026

Log #: 170

Request Received: July 1, 2026

Requestor: Charlene Stanton

Records Requested:

- Records regarding authorization, enforcement, and compliance related to the posting of signs, posters, advertisements, or notices at Roxbury Park from January 1, 2026, through July 1, 2026, including:
- Correspondence between the City and Miracle League, MoneyMan's Scavenger Hunt/AmeriServ, AmeriServ, and HoopFest regarding approval or authorization to post materials on public property
- Records of fines, penalties, or enforcement actions issued for violations of the City ordinance prohibiting posting bills on public property
- Records of actions taken by City officials and departments regarding reported violations, including communications involving the City Manager, Public Works Director, and Codes Officer
- Internal and external emails from June 26, 2026, through July 1, 2026, regarding Roxbury Park postings, sign removal, and related parties (including Miracle League, MoneyMan, AmeriServ, HoopFest, and Charlene Stanton)

Response Sent:

Log #: 171

Request Received: July 2, 2026

Requestor: Morgan Delaney / The Data Branch

Records Requested:

- Records related to products and services purchased from the following vendors from 2022 to present:
 - CivicPlus
 - Inrix
 - Replica
 - StreetLight Data
 - Hoover
 - Karcher
 - Nascare
 - Sanitaire
- Requested records include pricing and agreement details, such as:
 - Per-unit costs
 - Subscription or licensing terms
 - Implementation fees
- Related procurement records, including:
 - Contracts, service agreements, and order forms

- Purchase orders
- RFP/solicitation documents
- Cooperative purchasing task orders
- Existing purchasing summaries or finance system reports

Response Sent:

Log #: 172 – ACT 22

Request Received: July 6, 2026

Requestor: Jhon Ostander

Records Requested:

- All body-worn camera footage from officers involved in the September 4, 2025 arrest of Brooke Toth at a Johnstown Sheetz, including officer interactions, investigation, detention, and search of evidence
- Any recorded interviews or Mirandized statements made by Brooke Toth during the incident or subsequent investigation
- Law enforcement records related to the case, including the incident report, arrest affidavit, charging documents, and statement of probable cause
- Request for all responsive records in electronic format when available

Response Sent: July 14, 2026

Log #: 173

Request Received: July 7, 2026

Requestor: Tori Reyes / Shovels

Records Requested:

- Records of all residential and commercial building permit activity from **June 1–30, 2026**, including:
 - Permit numbers and dates
 - Permit status (issued, closed, finalized, etc.)
 - Property addresses
 - Permit descriptions
 - Contractor information, if available

Response Sent: July 14, 2026

Log #: 174

Request Received: July 9, 2026

Requestor: Jack Williams

Records Requested:

- The monthly financial report for June 2026.

Response Sent: July 16, 2026

Log #: 175

Request Received: July 9, 2026

Requestor: Spencer Caldwell / The Data Branch

Records Requested:

- Records of Johnstown Police Department purchase orders issued from January 1, 2023, to present, including purchase order number, date, vendor, department, line-item descriptions, quantities, unit prices, and total prices
- If centralized purchase order records are unavailable, records of Johnstown Police Department purchasing activity or equivalent reports, including PO registers, payment ledgers, accounts payable check registers, P-Card transaction logs, or other records reflecting vendor purchases and payments

Response Sent: July 30, 2026

Log #: 176

Request Received: June 29, 2026 (Misplaced)

Requestor: Vladimir Van Timko

Records Requested:

- Records of the City of Johnstown's contract with the trash propoint, including full contract disclosure
- Records related to City ordinances and Charter provisions regarding:
 - Trash services and related fees/taxes
 - City trash taxation authority and requirements
 - Purpose and use of City taxes and related charges from trash disposal

Response Sent: July 24, 2026

Log #: 177

Request Received: June 29, 2026 (Misplaced)

Requestor: Jeffrey Serpa / Flex Solar

Records Requested:

- All permits, electrical & building related, to the installation of residential solar w/in the past 90 days. Including property address, permit status, description of work & description of system size

Response Sent: July 30, 2026

Log #: 178

Request Received: July 10, 2026

Requestor: Abbas Khan / Civic IQ Inc

Records Requested:

- Purchase Records report form 01/01/2022 to date in electronic format. The report must include Vendor name, Purchase Description, Purchase Date and Total price paid for all purchases.

Response Sent: July 17, 2026

Log #: 179

Request Received: July 14, 2026

Requestor: Charlene Stanton

Records Requested:

- Records related to the discharge, dismissal, or termination of Assistant City Manager Michael Capriotti from June 1, 2026, through July 14, 2026, including:
 - Date of termination
 - Documentation stating the reason for termination
 - Written notice of final decision identifying the acts or grounds supporting the termination
 - Financial separation or settlement agreements related to the termination

Response Sent: July 21, 2026

Log #: 180

Request Received: July 20, 2026

Requestor: Reid Lancaster / The Data Branch

Records Requested:

- Records related to products and services purchased from the following vendors from 2022 to present:
 - BS&A Software
 - CentralSquare Technologies
 - Harris Computers
 - OpenGov
 - Tyler Technologies
 - Dataminr
 - Recorded Future
 - Shadow Dragon
- Requested records include pricing and engagement details, such as:
 - Subscription terms
 - Licensing fees
 - Per-unit costs
 - Implementation charges
- Related procurement records, including:
 - Contracts, service agreements, and order forms
 - Purchase orders
 - RFP/solicitation documents
 - Cooperative purchasing task orders
 - Available purchasing summaries or finance system reports

Response Sent: July 24, 2026

Log #: 181

Request Received: July 21, 2026

Requestor: Caleb Harding / The Data Branch

Records Requested:

- Records related to products and services purchased from the following vendors from 2022 to present:
 - CalAmp
 - Motive
 - Samsara
 - National Time & Signal

- Pyramid Time Systems
- Requested records include pricing and agreement details, such as:
 - Licensing or subscription terms
 - Per-unit costs
 - Implementation or setup fees
- Related procurement records, including:
 - Contracts, service agreements, and order forms
 - Purchase orders
 - RFP/solicitation documents
 - Cooperative purchasing task orders
 - Available purchasing summaries or finance system reports

Response Sent: July 24, 2026

Log #: 182

Request Received: July 22, 2026

Requestor: Daniella Concordia / Rise Home Buyers LLC

Records Requested:

- Please find our detailed request for information below for 743 Sherman St, Johnstown, PA 15901
 - Any open permits that have not been closed properly;
 - Evidence and/or age of septic system, underground storage (oil) tanks;
 - Any existing health, environmental, or code violations associated with the property;
 - Any outstanding tax, sewer, water, or other liens associated with the property;
 - Property Card, if available.

Response Sent: July 29, 2026

Log #: 183

Request Received: July 23, 2026

Requestor: Meagan Arneson, Rebecca A. Eger / McCoy Leavitt Laskey Law

Records Requested:

- The entire file of the Johnstown Fire Department, including, but not limited to reports, supplements, witness statements, photographs and video acquired during the response and investigation of a house fire/explosion that occurred on July 26, 2023 at 236 Fayette St., Johnstown, PA 15905.

Response Sent:

Log #: 184

Request Received: July 27, 2026

Requestor: Kelly Churchill / Skyline Title Support

Records Requested:

- Records related to 319 Washington Street, Johnstown, PA (Parcel No. 72-005-102.000), including:
- Open or active property maintenance/code enforcement violations, including:
 - Violation numbers
 - Descriptions and compliance status
 - Associated fines, fees, liens, and payoff amounts
- Open or expired permits, including:
 - Permit numbers
 - Descriptions of work
 - Outstanding fees, inspections, or work needed for permit closure
- Property registration records and requirements related to:
 - Ownership transfer
 - Occupancy
 - Vacant property
 - Rental property
 - Any associated fees due
- Confirmation of Point of Sale inspection requirements prior to ownership transfer.

Response Sent:

Log #: 185

Request Received: July 27, 2026

Requestor: Mark Bogetich / MB Public Affairs

Records Requested:

- Inspections, violation, complaints pertaining to the following properties:
 - 537 Maple Avenue, Johnstown, PA 15901 (Tax Map #81-011. -104.000)
 - 840 Napoleon Street, Johnstown, PA 15901 (Tax Map #76-005. -202.000)
 - 104 Habicht Street/228 Crystal Street, Johnstown, PA 15906 (Tax Map #07-001. -508.000)

- 401 Fairfield Avenue, Johnstown, PA 15906 (Tax Map #88-011. -105.000)
- 752 Franklin Street, Johnstown, PA 15905 (Tax Map #76-004. -136.000)
- 754-756 Franklin Street, Johnstown, PA 15905 (Tax Map #76-004. -134.000)

Response Sent:

Log #: 186

Request Received: July 28, 2026

Requestor: Aaron Rhoads

Records Requested:

- Inspection and safety records for 1163 Barnett St., Unit A from April 1, 2026, to present, including:
 - Inspection reports
 - Re-inspection logs
 - Safety checklists
 - Field notes
 - Photographs
 - Violation records
- Records related to the re-inspection conducted or scheduled around April 23, 2026, including any associated findings
- Notices of violation, correction orders, citations, or failure notices issued to the property owner regarding code, physical, or safety issues
- Records documenting inspection status and compliance determinations, including:
 - Pass/fail status
 - Completion of required repairs
 - Certificate of Occupancy or rental license issuance, denial, or revocation status

Response Sent:

Log #: 187

Request Received: July 28, 2026

Requestor: Aaron Rhoads

Records Requested:

- Records for the following City of Johnstown properties:
 - 1118 Boyd St.
 - 715 Cypress Ave.
 - 557-559 Coleman Ave.

- 1165 Barnett St.
 - 339 Gates Ave.
- Zoning and land-use records, including:
 - Zoning variances
 - Special exceptions
 - Conditional use approvals
 - Non-conforming use determinations for multi-family or multi-unit residential rentals
- Building and occupancy records, including:
 - Certificates of Occupancy
 - Change of Occupancy permits
 - Structural or plumbing conversion permits
- Rental registration and licensing records from 2020–2026, including:
 - Rental registration applications
 - Rental licenses
 - Occupancy permits
- Code enforcement records from the past five years, including:
 - Notices of Violation
 - Orders to Correct
 - Inspection logs and related enforcement records

Response Sent:

Log #: 188

Request Received: July 29, 2026

Requestor: Vladimir Van Timko

Records Requested:

- Municipal History & Charter Records
 - Requests historical records establishing the City of Johnstown, including incorporation documents, charters, ordinances, resolutions, legislative acts, maps, deeds, and related records.
 - Requests records regarding Joseph Johns (Josef Schantz) and the founding/establishment of Johnstown.
 - Requests incorporation records for Conemaugh Borough (1831) and the name change to Johnstown (1834).
 - Requests all Home Rule Charter documents, amendments, adoption records, voter referendums, election certifications, and related governmental reorganization records.

- City Services Funded Through Taxes
 - Requests records identifying municipal services funded through City property taxes or general tax revenues, including:
 - Garbage/refuse collection
 - Recycling and sanitation services
 - Public works
 - Streets, snow removal, drainage, police, fire, code enforcement, and other City operations.
 - Requests records explaining which services property owners receive through payment of City taxes.
 - Requests historical records regarding whether garbage collection was previously tax-funded, when that changed, and the legal authority for any separate garbage charges.
 - Requests records identifying whether garbage fees are classified as taxes, fees, assessments, utility charges, or service charges.
- Budget, Financial, and Tax Records
 - Requests the past 20 years of:
 - City budgets
 - General fund budgets
 - Public works/sanitation budgets
 - Real estate tax rate ordinances/resolutions
 - Financial reports and audits.
 - Requests records showing property tax revenue allocated toward sanitation, garbage collection, recycling, and related services.
 - Requests records regarding garbage-related revenues, expenses, fees, charges, liens, collections, or municipal claims.
- Pro Disposal Garbage Contract & Procurement Records
 - Requests the complete procurement file for the selection of Pro Disposal, Inc., including:
 - Bid documents, advertisements, specifications, proposals, and evaluations.
 - Bid tabulations and competing contractor information.
 - Communications between the City, vendors, officials, consultants, and legal counsel.
 - Records identifying who recommended, negotiated, reviewed, approved, and signed the contract.
 - Council meeting agendas, minutes, votes, resolutions, and supporting documents authorizing the contract.
- Executed Garbage Collection Contract Records
 - Requests the full signed agreement with Pro Disposal, including:

- Original contract, amendments, renewals, exhibits, appendices, and rate schedules.
- Contract terms, service requirements, responsibilities, enforcement provisions, and termination provisions.
- Residential, commercial, landlord, tenant, vacancy, late-payment, and additional-service rates.
- Procedures regarding unpaid accounts, collections, liens, citations, disputes, and service refusal.
- Performance requirements, penalties, insurance, bonding, reporting, and City oversight requirements.
- Prior Garbage Collection Contracts
 - Requests records for garbage/refuse/recycling contracts in place before Pro Disposal, including:
 - Prior contractors.
 - Contract terms and rates.
 - Reasons contracts ended.
 - Comparisons between prior providers and Pro Disposal.
 - Records showing whether garbage service was previously included in taxes or separately billed

Response Sent:

Completed Requests List:

Log #: 154

Request Received: June 4, 2026

Requestor: Carey Chiodo

Response Sent: July 10, 2026

Log #: 159

Request Received: June 12, 2026

Requestor: Jack Williams

Response Sent: July 22, 2026

Log #: 160

Request Received: June 12, 2026

Requestor: Charlene Stanton

Response Sent: July 21, 2026

Log #: 161

Request Received: June 15, 2026

Requestor: Charlene Stanton

Response Sent: July 23, 2026

Log #: 162

Request Received: June 17, 2026

Requestor: Stephanie Vargas / Smart Procure

Response Sent: July 24, 2026

Log #: 163

Request Received: June 29, 2026

Requestor: Aaron Rhoads

Response Sent: July 17, 2026

Log #: 164

Request Received: June 29, 2026

Requestor: Eric Kieta / WJAC-TV

Response Sent: July 24, 2026

Log #: 165

Request Received: June 29, 2026

Requestor: Kearney Littlejohn / BBG Inc.

Response Sent: July 8, 2026

Log #: 166

Request Received: June 29, 2026

Requestor: Spencer Caldwell / The Data Branch

Response Sent: July 8, 2026

Log #: 167 – ACT 22

Request Received: June 29, 2026

Requestor: Danielle Valentine

Response Sent: July 24, 2026

Log #: 168

Request Received: June 29, 2026

Requestor: Kearney Littlejohn / BBG Inc.

Response Sent: July 8, 2026

Number of Appeals in July:

- 2 Active

CITY OF JOHNSTOWN
COUNCIL MEETING REPORT

August 12, 2026

- Walnut St. Storm Upsize
 - Pre-Construction Meeting held on 8/11
 - Kukurin Contracting anticipating work to begin on 8/24
- Municipal Separate Storm Sewer (MS4) Reporting
 - All conversion linework has been added to GIS, approx. 200k LF
 - An updated storm water management plan has been prepared to address DEP violations and non-compliances from 2023 DEP inspection
 - Annual reporting will be due by the end of September
- Assisting with Tennis Court Rehabilitation Project
 - One bid was received from Gold Standard Consulting, LLC
 - Award Resolution has been provided for approval. **Motion?**
 - City was awarded a partial grant from USTA, funds expire on 10/26/26
- Main Street East Garage
 - Full structure inspection scheduled for August 19th
- Dellwood St. Bridge (no change)
 - A resolution was passed at the June Council meeting to enter reimbursement agreement with PDOT
 - They City will have a 5% contribution to the project, construction in 2029
 - Liquid Fuels can be used through application MS-329 and PDOT approval