

City of Johnstown, Pennsylvania
Ordinance No. 5297

Bill 17 of 2020
As Amended

Introduced in Council
August 12, 2020

A ORDINANCE AMENDING ORDINANCE 5280 PASSED FINALLY ON DECEMBER 23, 2019, AS AMENDED BY ORDINANCE NO. 5293 ADOPTED JULY 8, 2020, CITY OF JOHNSTOWN BUDGET TO AMEND THE 2020 BUDGET TO REFLECT ADDITIONAL REVENUE RECEIVED AS PROCEEDS FROM THE SALE OF THE CITY SEWER SYSTEM TO THE GREATER JOHNSTOWN WATER AUTHORITY AND RELATED EXPENDITURES; TO ADJUST A LINE ITEM AMOUNT IN THE UDAG FUND; AND TO RATIFY AND/OR CLARIFY ADJUSTED WORDING OF CERTAIN LINE ITEMS AND COLUMN LABELS INCLUDED WITHIN SAID FUNDS, FOLLOWING PUBLIC NOTICE AND A PUBLIC HEARING.

Section 1. **Budget Amendments**

See Budget Amendments reflected in Attached EXHIBITS C, AND G.

ORDAINED and ENACTED at a duly assembled public meeting by the City of Johnstown, Cambria County, Pennsylvania this 14th day of October, 2020.

PASSED FINALLY IN COUNCIL


October 14, 2020

By the following vote:

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Arnone, Mr. Britt. (5)


Nays: None (0)

Abstain: Mr. Capriotti, Mr. Vitovich (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Ordinance No. **5297** as the same was passed finally by City Council and signed by the Mayor and/or Deputy Mayor of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, Secretary

City of Johnstown - 18.Capital Fund
2020 Budget

A	B	U	X	Y	Z	AA	AB
Account Number	Account Description	Budget 2019	Budget 2020	Amendment 5/10/2020	Amended Budget 7/8/2020	Amendment 8/12/20 for Final Adoption 9/9/2020	Amended Budget as of 9/9/2020
1	Revenue						
4	Fines and Restitutions:						
5	CAPITAL						
9							
10	Federal Capital & Operating Grants:						
14	FEMA - Fire Grant		150,000		150,000		150,000
15	Total Federal Capital and Operating Grants		150,000		150,000		150,000
16							
23	Local Capital & Operating Grants:						
24	Misc. Capital Project Revenue						
25	DCEG Grant -- HIA Associates		110,000		110,000		110,000
26	Loan from UDAG --216 Clinton Street			50,000	50,000		50,000
27	FEMA and PEMA COVID Relief			30,000	30,000		30,000
28	Proceeds of Sale of Sewer Assets					27,250,000	27,250,000
29	Total Local Capital and Operating Grants		110,000	80,000	190,000	27,250,000	27,440,000
30							
31	Transfers From:						
32	Transfers From General Fund		33,000	29,849	62,849		62,849
33	Total Transfer From		33,000	29,849	62,849		62,849
34							
39							
40	TOTAL REVENUE		293,000	109,849	402,849	27,250,000	27,652,849
41	Expenses						
42							
63	Miscellaneous Expenses:						
64	Capital Project Miscellaneous Expenses		25,000		25,000		25,000
65	HIA Expenses - Asset Sales		110,000		110,000		110,000
66	Fire Expense FEMA Grant		158,000		158,000		158,000
67	Loan Expenses --216 Clinton Street			50,000	50,000		50,000
68	Chiller for City Hall Building			29,849	29,849		29,849
69	COVID Expenses for FEMA and PEMA			30,000	30,000		30,000
70	Deposit to Pension Funds					19,000,000	19,000,000
71	Professional Fees for Sale of Assets					400,000	400,000
72	Purchase of two trucks for Public Works Dept.					91,000	91,000
73							
74							
75	Total Capital Project Miscellaneous Expenses		293,000	109,849	402,849	19,491,000	19,893,849
76							
77	TOTAL EXPENSES		293,000	109,849	402,849	19,491,000	19,893,849
78	Difference (Revenues over Expenses)		-	-	-	7,759,000	7,759,000

Exhibit "C"

City of Johnstown
08. UDAG Fund
2020 Budget

Account Number	Account Description	2016 Actual	2017 Actual	Actual 2018	2019 actual	2020 Proposed	Amend 6/10/20	Amended Budget 7/8/20	Amendment introduced 8/12/20 for Final Adoption 9/9/20	Amended Budget as of 9/9/20
Revenue										
Interest and Rent:										
08.541.38.270.00	Interest Earnings- Investment Interest Income	711.51	533.37	3496.8	6,637.80	7,000.00		7,000	-500	6,500
	Total Interest and Rent	711.51	533.37			7,000.00		7,000	-500	6,500
Proceeds from Debt:										
08.593.66.252.00	Proceeds - Loan Repayments- Job Develop	111,143.77	41,302.25	27278.47	34,894.43	50,000.00		50,000		50,000
08.593.66.269.00	Proceeds - Loan Repayments- UDAG					1,048,706.00		1,048,706		1,048,706
08.593.67.269.00	Service fees-UDAG	1,521.00								
	Total Proceeds from Debt	113,376.28	41,302.25			1,105,706.00		1,105,706	-500	1,105,206
	TOTAL REVENUE	\$ 113,376.28	41,835.62			1,105,706.00		1,105,706	-500	1,105,206
Expenses										
Operating Expenses:										
08.676.00.365.00	Misc. Program Expenses- Revolving Loan Fund	830.93	4,500.00	57,501.25	103,312.00	980,206.00	-100,000	880,206		880,206
08.676.00.367.00	Misc. Program Expenses- Emergency Demolition	54,136.00	20,000.00	61917.23	110,360.71	100,000.00	100,000	200,000		200,000
08.676.00.281.00	Misc. Program Expenses- Economic Development	4,166.57	12,608.57	27617.97	224.20	25,000.00		25,000		25,000
08.676.00.478.00	Misc. Program Expenses - Sewer Lateral Rebate	45,107.50	18,150.00							
	Total Operating Expenses	104,241.00	55,258.57			1,105,206.00		1,105,206		1,105,206
	TOTAL EXPENSES	\$ 104,241.00	\$ 55,258.57			\$ 1,105,206.00		0		1,105,206

CITY OF JOHNSTOWN, PENNSYLVANIA
ORDINANCE NO. 5298

Bill 18 of 2020

Introduced in Council
September, 9, 2020

AN ORDINANCE AMENDING ORDINANCE NO. 4747, adopted April 24, 1996, and AS CODIFIED AT CHAPTER 610, "ALCOHOLIC BEVERAGES" OF THE CODIFIED ORDINANCES, TO AMEND SECTION 610.1 ENTITLED: "CONSUMPTION ON PUBLIC PROPERTY", TO UPDATE AND CLARIFY LIMITATIONS ON THE SALE OF ALCOHOLIC BEVERAGES AT CERTAIN DESIGNATED AREAS.

WHEREAS, on occasion the City allows for special events where the consumption of alcoholic beverages is allowed within designated areas including, but not limited to, the Sargent's Stadium at the Point; and

WHEREAS, the City desires to update and clarify the limitations on the sale of alcoholic beverages in certain of these designated areas;

NOW THEREFORE, BE IT IS HEREBY ORDAINED AND ENACTED by the City Council of the City of Johnstown, Pennsylvania, that Ordinance No. 4747 as codified at Chapter 610, Section 610.1. is hereby amended as follows:

Section 1. AMENDMENT

DELETE:

~~610.01 CONSUMPTION ON PUBLIC PROPERTY~~

~~No person shall consume an alcoholic beverage in or on any sidewalk, street, avenue, alley, playground, park, parking lot or other public place in the City, except the property known as Point Stadium, wherein the consumption of beer has been permitted pursuant to the terms of an exclusive concession agreement between the City and G. M., Inc., and the lease agreement between the City and the Johnstown Steel baseball organization. The consumption of beer on other occasions at Point Stadium shall be permitted, except those events where the participants are not of legal age or are the primary anticipated audience at said events, provided, however, that the promotor or sponsor of any such event shall first secure approval from Council for the sale and consumption of beer and provided, further, that said beer must be purchased on the premises from G. M., Inc., in a manner consistent with applicable State law.~~

ADD:

610.01 CONSUMPTION ON PUBLIC PROPERTY

No person shall consume an alcoholic beverage in or on any sidewalk, street, avenue, alley, playground, park, parking lot or other public place in the City, except for the following:

- 1) During a special event whose organizers have been given written permission by the City Manager and/or the City Manager's duly authorize designee and where the alcoholic beverage are to be sold, distributed, and or consumed in a manner consistent with applicable State law.

- 2) During events held at the former Point Stadium, currently named Sargent's Stadium at the Point, only if such beverages are sold and served by a vendor who has entered into an agreement with the City, or tenant of the Stadium, to sell and serve alcoholic beverages at the Stadium and where the alcoholic beverage are to be sold, distributed, and or consumed in a manner consistent with applicable State law.
- 3) When sold and served by a restaurant that has written permission from the City Manager and/or the City Manager's duly authorized designee as part of a sidewalk dining experience and where the alcoholic beverage are to be sold, distributed, and or consumed in a manner consistent with applicable State law.

Section 2. This Ordinance shall be in full effect ten (10) days after final adoption.

Section 3. Any other provision and/or language inconsistent with the foregoing amendments are hereby repealed, to the extent of said inconsistency.

ORDAINED and ENACTED by the City Council of the City of Johnstown, County of Cambria, the Commonwealth of Pennsylvania on this 14th day of October, 2020.


PASSED FINALLY IN COUNCIL:

October 14, 2020

By the following vote:

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

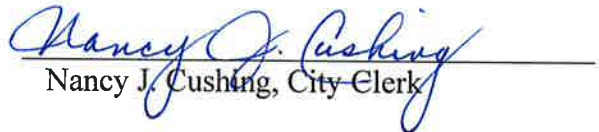
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the following is a true and correct copy of Ordinance No. **5298** as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN
CAMBRIA COUNTY
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 5299

BILL NO. 19 OF 2020

INTRODUCED IN COUNCIL
September 9, 2020

AN ORDINANCE AMENDING ORDINANCE NO. 5259 ADOPTED NOVEMBER 1, 2018, ADOPTING THE ACT 47 EXIT PLAN FOR THE CITY OF JOHNSTOWN, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE MUNICIPALITIES FINANCIAL RECOVERY ACT (ACT 47 OF 1987 AS AMENDED) AND PURSUANT TO ACT 23 OF 2020 PROVIDING FOR THE ADOPTION OF UPDATED FINANCIAL CONDITION EVALUATION PROJECTIONS, EXTENDING THE COLLECTIVE BARGAINING ALLOCATION LIMITS, AND EXTENDING THE DESIGNATED ACT 47 EXIT DATE FOR THE CITY OF JOHNSTOWN BY EIGHTEEN (18) MONTHS THROUGH APRIL 28, 2023

WHEREAS, the City Council of the City of Johnstown adopted the City's Act 47 Exit Plan by Ordinance No. 5259 on November 1, 2018 which established the exit date from Act 47 for the City as October 28, 2021; and

WHEREAS, the General Assembly enacted and the Governor signed into law Act 23 of 2020 on May 29, 2020; and

WHEREAS, Section 1604-D.1 of Act 23 of 2020 provides for an "Emergency Plan Extension" as stated below:

"A municipality operating pursuant to a recovery plan under the act of July 10, 1987 (P.L.246, No.47), known as the Municipalities Financial Recovery Act, shall be eligible for an 18-month extension beyond the time limit imposed under section 254 of the Municipalities Financial Recovery Act."

And

WHEREAS, the financial condition of the City of Johnstown, while stable, has been negatively impacted by the COVID 19 pandemic of 2020; and

WHEREAS, the Act 47 Coordinator has updated the Financial Condition Evaluation to include General Fund revenue and expenditure projections through fiscal year 2023 (Exhibit A); and

WHEREAS, the Act 47 Coordinator has updated the Act 133 collective bargaining allocation limits based on the financial condition of the City and the negative impact of the reduced revenues caused by the pandemic (Exhibit B); and

WHEREAS, the loss of the supplemental Local Services Tax levy authorized under Act 47 of 1987, Section 123(d)(1) upon the exit of the City from Act 47 will have a further substantial negative impact on the City of Johnstown's ability to maintain its current level of services, facilities, and infrastructure;

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

Section 1. The designated exit date that was previously established as October 28, 2021 in the City's Act 47 Exit Plan is hereby established as April 28, 2023 pursuant to Act 23 of 2020, Section 1604-D.1.

Section 2. The updated Financial Condition Evaluation projections for General Fund revenue and expenditures as set forth in **Exhibit A** are hereby adopted and the same become part of the Act 47 Exit Plan previously adopted by the City Council in Ordinance No. 5259 on November 1, 2018.

Section 3. The updated Act 133 collective bargaining allocation limits for the FOP, IAFF, and AFSME bargaining units as set forth in **Exhibit B** are hereby adopted and the same become part of the Act 47 Exit Plan previously adopted by the City Council in Ordinance No. 5259 on November 1, 2018.

Section 4. All other provisions of the Act 47 Exit Plan adopted by City Council in Ordinance No. 5259 on November 1, 2018 shall remain in full force and effect through and until the newly established exit date of April 28, 2023.

Section 5. Any other provisions of the Act 47 Exit Plan adopted by City Council in and/or otherwise appearing within Ordinance No. 5259 adopted on November 1, 2018 which are inconsistent with the foregoing, including the updated exit date of April 28, 2023 and the updated provisions set forth in Exhibit A and Exhibit B are hereby repealed and replaced, where applicable, to the extent of any such inconsistency, as of the effective date of this Ordinance.

Section 6. This Ordinance shall be effective seven (7) days following its final adoption by City Council.

ORDAINED AND ENACTED by the City Council of the City of Johnstown, County of Cambria, the Commonwealth of Pennsylvania on this 14th day of October, 2020.


PASSED FINALLY IN COUNCIL:

October 14, 2020

BY the following vote:

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

Nay: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. **5299** as the same was adopted by the City Council and signed by the Mayor and/or Deputy Mayor of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY PENNSYLVANIA**

ORDINANCE NO. 5300

Bill No. 20 of 2020 as Amended

Introduced in Council
October 7, 2020

AN ORDINANCE OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING ISSUANCE OF ITS GENERAL OBLIGATION NOTE, SERIES OF 2020 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000 PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, DETERMINING THAT SUCH DEBT WILL BE NONELECTORAL DEBT OF THE LOCAL GOVERNMENT UNIT; ACCEPTING A PROPOSAL FOR PURCHASE OF SUCH NOTE, AWARDING SUCH NOTE, AND SETTING FORTH RELATED PROVISIONS; PROVIDING THAT SUCH GENERAL OBLIGATION NOTE, WHEN ISSUED, WILL BE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENT UNIT; FIXING THE SUBSTANTIAL FORM, DENOMINATIONS, NUMBERS, DATE, MATURITY DATE, INTEREST RATE, INTEREST PAYMENT DATES, REGISTRATION PROVISIONS, PLACE OF PAYMENT OF PRINCIPAL AND INTEREST; AUTHORIZING EXECUTION OF SUCH NOTE; PROVIDING COVENANTS RELATED TO PAYMENT OF DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE LOCAL GOVERNMENT UNIT IN SUPPORT THEREOF; CREATING A SINKING FUND AND A CLEARING ACCOUNT; APPOINTING AGENTS AND PROFESSIONALS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE LOCAL GOVERNMENT UNIT TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS AND THINGS; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING PAYMENT OF EXPENSES; AUTHORIZING THE EXECUTION OF A PLEDGE AGREEMENT TO PROVIDE ADDITIONAL SECURITY FOR THE PAYMENT OF THE NOTE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME WILL BE INCONSISTENT HEREWITH.

WHEREAS, the Council (the "**Governing Body**") of the City of Johnstown, Cambria County, Pennsylvania (the "**Local Government Unit**") desires to incur nonelectoral debt to be designated generally as "General Obligation Note, Series of 2020" (the "**Note**") to provide funds for and toward the costs of a project consisting of funding the costs of a portion of the Local Government Unit's unfunded actuarial accrued pension liability (the "**Project**"), all in accordance with applicable and appropriate provisions of the Local Government Unit Debt Act, Act of July 12, 1972, P.L. 781, No. 185, as amended and reenacted by Act No. 78-52, P.L. 124 (the "**Act**"); and

WHEREAS, the Governing Body has obtained realistic cost estimates of the Project; and

WHEREAS, a proposal for purchase of the Note has been requested and has been received from 1st Summit Bank (the "**Purchaser**"); and

WHEREAS, the Local Government Unit is empowered to issue the Note within constitutional and statutory debt limitations in order to accomplish such purposes.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED, by the Governing Body of the Local Government Unit, as follows:

SECTION 1. DEFINITIONS.

In addition to the terms defined in the Preamble and elsewhere in this Ordinance, the following defined terms will have the following meanings for purposes of this Ordinance.

"**Act**" has the meaning given to such term in the Preamble hereof.

"**Authorized Officer(s)**" means the Mayor and/or Deputy Mayor of the Local Government Unit and, if applicable, any successor acting by reason of an Authorized Officer's absence or other incapacity.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which financial institutions in the Commonwealth are authorized by law to be closed.

"**Clearing Account**" has the meaning given to such term in Section 16 hereof.

"**Closing Receipt**" has the meaning given to such term in Section 16 hereof.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commonwealth**" means the Commonwealth of Pennsylvania.

"**Dated Date**" means the date of execution and delivery of the Note.

"**Department**" has the meaning given to such term in Section 21 hereof.

"**Fiscal Manager**" means the Director of Finance of the Department of Finance of the Local Government Unit.

"**First Interest Payment Date**" means the first to occur of the Optional Redemption Date and the Maturity Date, as determined and fixed by the Local Government Unit and the Purchaser in the accepted Proposal.

"**Governing Body**" has the meaning given to such term in the Preamble hereof.

"**Interest Payment Date(s)**" means the first to occur of the Optional Redemption Date, if any, and the Maturity Date.

"**Local Government Unit**" has the meaning given to such term in the Preamble hereof.

"**Maturity Date**" means the date upon which Note will mature, as determined and fixed by the Local Government Unit and the Purchaser in the accepted Proposal.

"**Note**" means the General Obligation Note authorized to be issued by the Local Government Unit pursuant to Section 3 hereof.

"**Note Counsel**" has the meaning given to such term in Section 20 hereof.

“Note Register” has the meaning given to such term in Section 9 hereof.

“Optional Redemption Date” means the first date upon which outstanding Note is permitted to be redeemed, in whole, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the accepted Proposal.

“Paying Agent” means the Purchaser of the Note.

“Project” has the meaning given to such term in the Preamble hereof.

“Proposal” has the meaning given to such term in Section 5 hereof.

“Record Date” means the fifteenth (15th) of the month next preceding an Interest Payment Date.

“Registered Owner” or **“Noteholder”** when used with respect to any Note, the person whose name appears in the records of the Paying Agent as such owner.

“2020 Sinking Fund” has the meaning given to such term in Section 13 hereof.

“Solicitor” means the solicitor of the Local Government Unit.

SECTION 2. THE PROJECT

The Local Government Unit hereby undertakes the Project as more fully described in the preamble hereof, which description is hereby incorporated into this Section by reference as if set out at length.

SECTION 3. INCURRENCE OF INDEBTEDNESS

For the purpose of providing funds for and toward the payment of costs, as such term is defined in the Act, of the Project, the incurrence of nonelectoral debt by the Local Government Unit in an aggregate principal amount not to exceed \$19,000,000 is hereby authorized. Such debt will be evidenced by the issuance of one series of a General Obligation Note of the Local Government Unit to be generally designated as the Local Government Unit’s “General Obligation Note, Series of 2020” (the **“Note”**), or such other name as is determined by the Local Government Unit, such series to be issued in such aggregate principal amount as is set forth in the Proposal, provided that the aggregate principal amount of Note issued may not exceed \$19,000,000.

SECTION 4. APPROVAL OF PRIVATE SALE

The Governing Body expresses its finding that it is in the best financial interests of the Local Government Unit to sell the Note at a private sale by negotiation.

SECTION 5. AWARD OF NOTE

The Governing Body hereby accepts the proposal to purchase the Note as contained in the proposal dated October 9, 2020, presented by the Purchaser to the Governing Body (the **“Proposal”**); and the Note is hereby awarded to the Purchaser, in accordance with terms and conditions of the Proposal, at a negotiated sale at the price stated in the Proposal which is attached as Exhibit A hereto and incorporated herein by reference as if set out here at length. The proper officers and officials of the Local Government Unit are hereby authorized and directed to execute and deliver an acceptance of the Proposal to the Purchaser. One counterpart of the Proposal will be filed with the records of the Local Government Unit.

The City Clerk of the Governing Body is hereby authorized and directed to deliver the Note to the Purchaser and receive payment therefor on behalf of the Local Government Unit after sale of the same in the manner required by law and the terms of this Ordinance. The proper officers of the Local Government Unit are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Note, to execute and deliver such certificates, orders, agreements and other documents, and to do all such other acts, upon advice of the Solicitor and/or Note Counsel, as are reasonably necessary to ensure a satisfactory settlement of the sale of the Note, and a proper application of the proceeds thereof to the Project, including, without limitation, establishment of bank accounts with authorized depositories for the deposit and management of Note proceeds and other funds, retention of professionals, and Note printing.

SECTION 6. MATURITY AND INTEREST RATE

The Note is to mature on December 1, 2021, as set forth in the accepted Proposal attached as Exhibit A hereto and incorporated herein. The rate of interest per annum for the Note may not exceed the rate set forth in the accepted Proposal attached as Exhibit A hereto and incorporated herein.

SECTION 7. APPOINTMENT OF PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITARY

The Governing Body hereby appoints the Paying Agent to serve as paying agent and registrar with respect to the Note and as sinking fund depository for the 2020 Sinking Fund (hereinafter defined) created hereby. The proper officers of the Local Government Unit are hereby authorized and directed to contract with the Paying Agent for its services as paying agent, registrar and sinking fund depository at such initial and annual charges as are appropriate and reasonable for such services. The Local Government Unit may, by Ordinance, from time to time appoint a successor paying agent, registrar or sinking fund depository to fill a vacancy or for any other reason.

SECTION 8. FORM AND TERMS OF NOTE

The Note will be substantially in the form contained in Section 23 hereof. The Note is issuable as a single fully registered Note without coupons, in a denomination equal to the principal amount of the Note, and will be numbered consecutively in the order of execution and delivery.

The Note is being issued in fully registered form and will bear interest accruing from the Dated Date. The Note will bear interest payable on the Interest Payment Date, commencing on the First Interest Payment Date. The Note will mature on the date and in the amount shown in the accepted Proposal. The Note will be dated as of the date of its execution and delivery, and will bear interest (computed on the basis of a 360 day year comprised of twelve months of 30 days) from the Dated Date.

Except as to distinguishing numbers, denomination, interest rate, yields and maturity date, the Note will be substantially in the form and will be of the tenor and purport hereinafter set forth, with insertions and variations approved by the Paying Agent, as may be appropriate.

The principal of and premium, if any, on the Note will be payable to the Registered Owners thereof or their transferees upon presentation and surrender thereof at the principal office of the Paying Agent in lawful money of the United States of America and under the terms and conditions set forth in the Note. Payment of interest on the Note will be made by wire transfer to any designated account in a member bank of the Federal Reserve System as of the close of business on such Interest Payment Date to the registered owners thereof whose names and addresses appear at the close of business on the Record Date on the Note Register (hereinafter defined), irrespective of any transfer or exchange of any Note subsequent to the Record Date and prior to such Interest Payment Date, unless the Local Government Unit is in default in payment of interest due on such Interest Payment Date.

In the event of any default in payment of interest due on an Interest Payment Date, such defaulted interest will be payable to the persons in whose names the Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of the Local Government Unit to the registered owners of the Note not less than ten (10) days preceding such special record date. Such notice will be mailed to the persons in whose names the Note is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of, premium, if any, or interest on the Note occurs on a day which is not a Business Day, the interest and/or principal due on such date will be payable on the next succeeding Business Day, and payment on such date will have the same force and effect as if made on the nominal date of payment.

SECTION 9. NOTE REGISTER, REGISTRATIONS AND TRANSFERS

The Local Government Unit will cause to be kept, and the Paying Agent, as Registrar, is hereby directed to keep, at its principal office, books for the registration, exchange and transfer of Note (the

“*Note Register*”) in the manner provided herein and therein so long as Note remain outstanding. Such registrations, exchanges and transfers will be made without charge to Noteholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

The Note will be transferable or exchangeable by the registered owners thereof upon surrender thereof to the Paying Agent, at its designated office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent will enter any transfer of ownership of any of the Note in the Note Register and will deliver in the name of the transferee or transferees a new fully registered Note of authorized denominations of the same series, maturity and interest rate or yield for the aggregate amount which the registered owner is entitled to receive at the earliest practicable time.

The Local Government Unit and the Paying Agent will not be required: (a) to issue or transfer or exchange any Note during a period beginning at the close of business on the Record Date next preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date; or (b) to issue or transfer or exchange any Note then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Note to be redeemed and ending at the close of business on the day on which the notice of redemption is mailed; or (c) to transfer or exchange any portion of any Note selected for redemption until after the redemption date.

The Local Government Unit and the Paying Agent may deem and treat the persons in whose names the Note will be registered as the absolute owners thereof for all purposes, whether such Note is overdue or not, and payment of the principal of the Note will be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein provided. All such payments will be valid and effectual to satisfy and discharge the liability upon Note, to the extent of the sum or sums so paid, and neither the Local Government Unit nor the Paying Agent will be affected by any notice to the contrary.

SECTION 10. EXECUTION

The Note will be executed in the name of and in behalf of the Local Government Unit by the manual or facsimile signature of an Authorized Officer of the Governing Body, and may have the manual or facsimile of the official seal of the Local Government Unit affixed thereto, duly attested by the manual or facsimile signature of the City Clerk of the Governing Body; and said officers are authorized to execute, to attest and to countersign the Note.

SECTION 11. GENERAL OBLIGATION COVENANT

The Note, when issued, will be general obligations of the Local Government Unit. The Local Government Unit covenants to and with Registered Owners, from time to time, of the Note which are outstanding, from time to time, pursuant to this Ordinance, that the Local Government Unit: (i) will include the amount of the debt service for the Note, for each fiscal year of the Local Government Unit in which such sums are payable, in its budget for that fiscal year, (ii) will appropriate such amounts from its general revenues for the payment of such debt service, and (iii) will duly and punctually pay or cause to be paid from its 2020 Sinking Fund (hereinafter identified) or any other of its revenues or funds the maturity (or accreted) amount of each of the Note at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Local Government Unit will and does pledge, irrevocably, its full faith, credit and taxing power.

As provided in the Act, the foregoing covenant of the Local Government Unit will be specifically enforceable.

The maximum amount of debt service which the Local Government Unit hereby covenants to pay on the Note in each year is shown on Exhibit A which is attached hereto and incorporated herein by reference as if set out here at length.

The Local Government Unit covenants to make payments out of the 2020 Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as will be sufficient for prompt and full payment of all obligations of the Note when due.

SECTION 12. REDEMPTION

(a) *Optional Redemption.* If so specified in the accepted Proposal, the Note will be subject to redemption prior to maturity, at the option of the Local Government Unit, in whole or after the Optional Redemption Date and at the price set forth in the accepted Proposal. Any such redemption will be upon payment of the principal amount thereof, premium, if any, plus accrued interest thereon.

(b) *Denominations; Notices of Redemption.* Notice of any redemption, as hereinbefore authorized, will be given by the Paying Agent in the name of the Local Government Unit by mailing a notice of any redemption of Note hereunder by first class mail, postage prepaid, to the holder of the Note to be redeemed at the registered addresses appearing in the Note Register. Each such notice must (i) be mailed at least 30 days and not more than 60 days prior to the redemption date, (ii) identify the Note to be redeemed, (iii) specify the redemption date and the redemption price, and (iv) state that on the redemption date the Note will be payable at the designated office of the Paying Agent, that from that date interest will cease to accrue on the Note. No defect affecting any Note, whether in the notice of redemption or mailing thereof (including any failure to mail such notice), will affect the validity of the proceedings for redemption for any Note with respect to which notice was properly given.

If at the time of mailing of any notice of optional redemption the Local Government Unit has not deposited with the Paying Agent monies sufficient to redeem all of the Note, such notice must state that it is subject to the deposit of the redemption monies with the Paying Agent not later than the opening of business on the redemption date and will be of no effect unless such monies are so deposited.

On the date designated for redemption, notice having been given as aforesaid, and money for payment of the principal, premium, if any, and accrued interest, as applicable, being held by the Paying Agent, interest on the Note will cease to accrue and the Note will cease to be entitled to any benefit or security under this Ordinance, and registered owner of the Note so called for redemption will have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

If the redemption date for any Note is a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated office of the Paying Agent is located are authorized by law or executive order to close, then the date for payment of the principal, premium, if any, and interest upon such redemption will be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date will have the same force and effect as if made on the nominal day of redemption.

SECTION 13. SINKING FUND

(a) *Deposit.* There is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Note, to be known as "City of Johnstown, General Obligation Note, Series of 2020" (the "*2020 Sinking Fund*"). The 2020 Sinking Fund will be administered in accordance with applicable provisions of the Act. The Local Government Unit covenants, and the Treasurer of the Local Government Unit is hereby authorized and directed, to deposit into the 2020 Sinking Fund

(i) on or before the First Interest Payment Date and on or before each Interest Payment Date thereafter, if any, to and including the final Maturity Date of the Note, as set forth in the accepted Proposal, inclusive, amounts sufficient to pay, together with other available moneys in such 2020 Sinking Fund, including without limitation earnings on investments in such fund, the interest due on such dates on the Note then outstanding,

(ii) on or before the final Maturity Date of the Note specified in the accepted Proposal, amounts sufficient, together with other available moneys in such 2020 Sinking Fund, including without limitation earnings on investments in such fund, to pay the outstanding

principal of the Note maturing or subject to redemption on each such date.

Should the amounts covenanted to be paid into the 2020 Sinking Fund be, at any time, in excess of the net amounts required at such time for the payment of principal or interest then due, whether by reason of funds already on deposit in the 2020 Sinking Fund or by reason of the purchase of Note, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) *Credit.* The Local Government Unit may satisfy any part of its obligations with respect to Section 13(a) above by delivering to the Paying Agent, as sinking fund depositary, for cancellation, a Note owned by it maturing on the date on which such deposit is required. Upon delivery of such Note, the Local Government Unit will receive a credit against such deposit in an amount equal to the face amount of the Note so delivered.

(c) *Application of Funds.* All sums in the 2020 Sinking Fund will be applied exclusively to the payment of the principal of and interest on the Note covenanted to be paid by Section 11 hereof as the same becomes due and payable. The balance of said moneys over and above the required sum will remain in the 2020 Sinking Fund, such balance to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and permitted by Section 15 hereof, which investments or deposits and the interest thereon will be held exclusively for the purposes of the 2020 Sinking Fund, as aforesaid. The Paying Agent, without further authorization other than as herein contained, will pay from the moneys in the 2020 Sinking Fund to the registered owner, the interest and premium, if any, on the Note, as and when due.

SECTION 14. INVESTMENT

Any moneys in the 2020 Sinking Fund created hereby not required for prompt expenditure may be invested upon the written direction of the Local Government Unit in Note or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or a similar federal agency, they need not be secured. Otherwise, such deposits will be secured as public deposits, except that moneys held by the Paying Agent as sinking fund depositary may be secured as trust funds. Any such investments or deposits will mature or be subject to redemption at the option of the owner, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners.

SECTION 15. DISPOSITION OF PROCEEDS

All moneys derived from the sale of the Note will be deposited into the Clearing Account created pursuant to Section 16 hereof and will be and hereby are appropriated substantially to the payment of the costs of the Project, and may not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining moneys will promptly upon their determination be deposited in the 2020 Sinking Fund and used for the payment of interest on the Note.

SECTION 16. CLEARING ACCOUNT

The Local Government Unit hereby establishes with the Paying Agent a special fund to be known as the "City of Johnstown Series 2020 Clearing Account" (the "*Clearing Account*") which will be held as a trust fund for the benefit of the Local Government Unit until disbursed in accordance with the provisions hereof. The Local Government Unit will deliver the net proceeds (including accrued interest, if any) derived from the sale of the Note to the Paying Agent for deposit to the Clearing Account. Upon written directions from the Local Government Unit delivered in connection with the issuance and delivery of the Note (the "*Closing Receipt*"), signed by the proper officers of the Local Government Unit, the Paying Agent will make the following transfers from the Clearing Account: (i) transfer the amount of accrued interest, if any, to the 2020 Sinking Fund, and (ii) transfer amounts required to fund a portion of the Local Government Unit's unfunded actuarial accrued pension liability as directed in such Closing

Receipt. The Closing Receipt of the Local Government Unit will state the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and will contain a certification that each item of expense for which payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Ordinance.

After making the transfer to the 2020 Sinking Fund, if any, and the other transfers required by such Closing Receipt, the balance of the moneys held in the Clearing Account will be transferred, without further written direction, to the 2020 Sinking Fund and used for the payment of interest on the Note. Following such transfer, the Clearing Account will be closed.

SECTION 17. PAYMENT OF EXPENSES

All expenses incurred in connection with the issuance of the Note will be paid out of funds provided by the Local Government Unit and not the proceeds derived from the issuance and sale of the Note. The proper officers and officials are authorized to sign and deliver requests for payment of such expenses.

SECTION 18. COSTS AND REALISTIC USEFUL LIFE

Reasonable cost estimates have been obtained for the Project with the assistance of financial advisors and other persons qualified by experience. The cost of the Project is not less than the principal amount of the Note authorized to be issued hereunder. The Maturity Date of the Note is within the limitation on stated maturity dates set forth in Section 8142(a)(1) of the Act.

The first principal payment date for the Note is within two years from the date of issue of the Note in accordance with Section 8142(c) of the Act. The stated maturity of the Note has been fixed either: (a) so as to amortize the Note on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(b) of the Act; or (b) in the alternative, in the event that an exhibit has been properly completed and attached to this Ordinance and thereby incorporated by reference herein, so that the debt service on outstanding debt of the Local Government Unit (being the Note, together with such other debt as has been identified on such Exhibit) will be brought more nearly into an overall level annual debt service plan.

SECTION 19. ADVERTISING

The action of the officers of the Local Government Unit in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The officers of the Local Government Unit, or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the Local Government Unit within fifteen (15) days after final enactment. The officers of the Local Government Unit, or any of them, are hereby directed to make a copy of this Ordinance available for inspection by any citizen during reasonable hours on regular business days of the Local Government Unit as provided in the above referenced notice.

SECTION 20. APPOINTMENT OF PROFESSIONALS

The Local Government Unit hereby appoints Buchanan Ingersoll & Rooney PC, as Note Counsel ("*Note Counsel*"), and appoints Boenning & Scattergood, Inc., as Placement Agent, for the purpose of performing their professional services in each respective capacity, as is customary in the industry and necessary for the proper and lawful issuance and delivery of the Note, with their fees to be paid from the proceeds of the Note. The role of Boenning & Scattergood, Inc., is limited to that of Placement Agent and it is not serving as a municipal advisor or fiduciary to the Local Government Unit.

SECTION 21. FILING WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

The officers and officials of the Local Government Unit, which will include their duly qualified successors in office, if applicable, are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, verify, certify and file with the Department of Community and Economic Development

(the “**Department**”) the debt statement required by Section 8002 and 8110 of the Act; (b) to prepare and file with the Department any statements required by Chapter 81, Subchapter B of the Act that are necessary or desirable to qualify all or any portion of the debt of the Local Government Unit that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of the Local Government Unit as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt evidenced by the Note, as required by Section 8111 of the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The Local Government Unit’s Fiscal Manager is authorized and directed to prepare, to execute and to file the borrowing base certificate with the Department as required by Section 8110 of the Act.

Proper officials of the Local Government Unit are authorized and directed to deliver the Note, but only after the Department has certified its approval pursuant to Section 8204 of the Act or the Note proceedings are deemed to be approved under Section 8206 of the Act.

SECTION 22. GENERAL AUTHORIZATION

The officers and officials of the Local Government Unit are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Note, all in accordance with this Ordinance.

SECTION 23. NOTE FORM

The form of the Note, the form of the Paying Agent’s Certificates to be endorsed thereon and the form of Assignment will be respectively and substantially as follows, with appropriate insertions and variations:

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
CITY OF JOHNSTOWN
 (Cambria County, Pennsylvania)
GENERAL OBLIGATION NOTE, SERIES OF 2020

No. _____ \$ _____

INTEREST RATE	ISSUE DATE	MATURITY DATE
%	November __, 2020	December 1, 2021

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA (the “**Local Government Unit**”), a political subdivision existing under laws of the Commonwealth of Pennsylvania (the “**Commonwealth**”), for value received, promises to pay to the registered owner named above, or registered assigns, on the Maturity Date stated above, upon presentation and surrender hereof, the principal amount specified hereon, and to pay on the first to occur of the Optional Redemption Date and the Maturity Date (each an “**Interest Payment Date**”) to the registered owner hereof interest on said principal sum, at the rate per annum stated hereon (computed on the basis of a 360 day year comprised of twelve months of 30 days), from the Issue Date stated above.

The interest on this Note, which is payable by wire transfer to any designated account in a member bank of the Federal Reserve System as of the close of business on such Interest Payment Date to the registered owners thereof by _____ (the “**Paying Agent**”), an office of which is located in the

_____, Pennsylvania, as paying agent, or its successor, and the principal of this Note, which is payable in lawful money of the United States of America upon surrender at the designated office of the Paying Agent. Payment of the interest hereon will be made to the registered owner hereof whose name and address will appear, at the close of business on the fifteenth day (whether or not a business day) of the month next preceding each Interest Payment Date (the "**Record Date**"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Note subsequent to such Record Date and prior to such Interest Payment Date, unless the Local Government Unit will be in default in payment of interest due on such Interest Payment Date. In the event of any default in payment of interest due on such Interest Payment Date, such defaulted interest will be payable to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Note not less than ten (10) days preceding such special record date. Such notice will be mailed to the person in whose name this Note is registered at the close of business on the fifth (5th) day preceding the date of mailing.

This Note is one of a series of Note of the Local Government Unit, known generally as "City of Johnstown, Pennsylvania General Obligation Note, Series of 2020" (the "**Note**"), with the Note stated to mature on December 1, 2021, in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____).

The Note has been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act (the "**Act**") of the Commonwealth and by virtue of a duly enacted Ordinance (the "**Ordinance**") of the Governing Body. The Act, as such will have been in effect when the Note were authorized, and the Ordinance will constitute a contract between the Local Government Unit and registered owners, from time to time, of the Note.

The Local Government Unit has covenanted, in the Ordinance, to and with registered owners, from time to time, of the Note that will be outstanding, from time to time, pursuant to the Ordinance, that the Local Government Unit: (i) will include the amount of the debt service for the Note, for each fiscal year of the Local Government Unit in which such sums are payable, in its budget for that fiscal year, (ii) will appropriate such amounts from its general revenues for the payment of such debt service, and (iii) will duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds, the principal of and interest on each of the Note at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Local Government Unit has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

The Note is issuable as a single fully registered Note without coupons, in a denomination equal to the principal amount of the Note.

The Local Government Unit and the Paying Agent will not be required: (a) to issue or transfer or exchange any Note during a period beginning at the close of business on the Record Date next preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date; or (b) to issue or transfer or exchange any Note then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Note to be redeemed and ending at the close of business on the day on which the notice of redemption is mailed; or (c) to transfer or exchange any portion of any Note selected for redemption until after the redemption date.

This Note may be transferred or exchanged by the registered owner hereof upon surrender of this Note to the Paying Agent, at its designated office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Note or his attorney-in-fact or legal representative. The Paying Agent will enter any transfer of ownership of this Note in the books for the registration, exchange and transfer of Note (the "**Note Register**") and will authenticate and deliver in the name of the transferee or transferees a new fully registered Note of authorized denominations of the same maturity and interest rate or yield for

the aggregate amount which the registered owner is entitled to receive at the earliest practicable time. The Local Government Unit and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Note will be overdue) for the purpose of receiving payment of or on account of principal or maturity (or accreted) value hereof, premium, if any, and interest due hereon and for all other purposes, and the Local Government Unit and the Paying Agent will not be affected by any notice to the contrary.

[Optional Redemption]. The Note is subject to redemption prior to maturity, at the option of the Local Government Unit, in whole on September 1, 2021, or on any date thereafter, upon payment of 100% of the principal amount of such Note together with interest accrued to the date set for redemption. Any such redemption will be upon payment of the principal amount thereof, premium, if any, plus accrued interest thereon.

Notice of any redemption, as hereinbefore authorized, will be given by the Paying Agent in the name of the Local Government Unit by mailing a notice of any redemption of Note hereunder by first class mail, postage prepaid, to the holder of the Note to be redeemed at the registered addresses appearing in the Note Register. Each such notice must (i) be mailed at least 30 days and not more than 60 days prior to the redemption date, (ii) identify the Note to be redeemed, (iii) specify the redemption date and the redemption price, and (iv) state that on the redemption date the Note will be payable at the designated office of the Paying Agent, that from that date interest will cease to accrue on the Note. No defect affecting any Note, whether in the notice of redemption or mailing thereof (including any failure to mail such notice), will affect the validity of the proceedings for redemption for any Note with respect to which notice was properly given.

If at the time of mailing of any notice of optional redemption the Local Government Unit has not deposited with the Paying Agent monies sufficient to redeem all of the Note, such notice must state that it is subject to the deposit of the redemption monies with the Paying Agent not later than the opening of business on the redemption date and will be of no effect unless such monies are so deposited.]

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Note or in creation of the debt of which this Note is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Note, together with any other indebtedness of the Local Government Unit, is not in excess of any limitation imposed by the Act upon the incurring of debt by the Local Government Unit.

The Local Government Unit, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the maturity value of the Note will be deposited not later than the date fixed for the disbursement thereof. The Local Government Unit has covenanted, in the Ordinance, to make payments from such sinking fund or from any other of its revenues or funds, at such times and in such annual amounts, as will be sufficient for prompt and full payment of all obligations of this Note.

IN WITNESS WHEREOF, the Local Government Unit has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor of the Local Government Unit, and the manual or facsimile signature of the City Clerk of the Local Government Unit to be affixed hereto in attestation thereof, all as of the initial issuance date listed hereon.

ATTEST:

CITY OF JOHNSTOWN



City Clerk

By: 

Mayor

Date of Execution and Delivery: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (please print or typewrite name, address and social security number or taxpayer identification number of transferee) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration of substitution in the premises.

Assignor(s)

NOTICE: The signature(s) to this assignment must correspond with the name(s) as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a major stock exchange or a commercial bank or trust company.

SECTION 24. PLEDGE AGREEMENT AND APPOINTMENT OF CUSTODIAN

To minimize the cost to the Local Government Unit resulting from issuance of the Note, the Local Government Unit will further secure the repayment of its Note by pledging cash collateral, which cash collateral will not include proceeds of the Note, in an amount equal to the principal amount of the Note, plus additional amounts necessary to pay the difference between the investment earnings and interest on the Note (the "*Collateral*"), which Collateral is to be held by the Purchaser as custodian or escrow agent, and invested in one or more investments of the kind identified in the accepted Proposal, pending payment in full of the Note at maturity or earlier redemption. The Local Government Unit hereby authorizes the execution of a pledge or escrow deposit agreement (the "*Pledge Agreement*") with the Paying Agent, as custodian or escrow agent (the "*Custodian*"), establishing a fund to be pledged for the benefit of the holder of the Note into which the Collateral is to be deposited. The Collateral is to be applied to the payment of the Note on the Maturity Date or earlier Optional Redemption Date, with any amounts in excess of the principal amount of the Note and interest accrued on the Note to the Maturity Date or earlier Optional Redemption Date to be returned to the Local Government Unit.

The Pledge Agreement, if any, will be in the form and with the content satisfactory to the Solicitor and the officers of the Local Government Unit executing and delivering the same, the approval thereof to be conclusively evidenced by the execution thereof and appropriate to give effect to then known facts, figures and circumstances at the time of execution and delivery thereof. The proper officers of the Local Government Unit are authorized and directed to execute, to attest and to seal, as appropriate, and to deliver the Pledge Agreement.

SECTION 25. SEVERABILITY

In the event any provision, section, sentence, clause or part of this Ordinance will be held to be invalid, such invalidity will not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Local Government Unit that such remainder will be and will remain in full force and effect.

SECTION 26. REPEALER

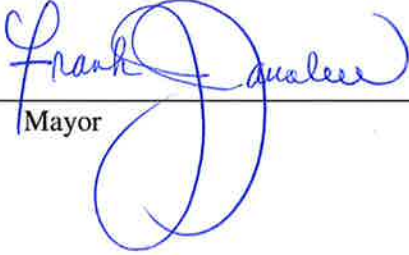
All Ordinances or parts of Ordinances, insofar as the same will be inconsistent herewith, will be and the same expressly are repealed.

ORDAINED and ENACTED into law by the Governing Body of the City of Johnstown, Cambria County, Pennsylvania, in lawful session assembled on the 14th day of October, 2020.

ATTEST:

CITY OF JOHNSTOWN


Interim City Manager

By 
Mayor

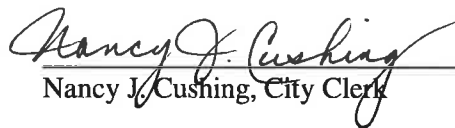
**City of Johnstown, Pennsylvania
General Obligation Note, Series of 2020**

CERTIFICATE

I, the undersigned, City Clerk of the City of Johnstown, Cambria County, Pennsylvania (the “**Local Government Unit**”), hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Governing Body of the Local Government Unit held on October 14, 2020, at which a quorum was present and acting throughout, after due notice to the members of the Governing Body and to the public and which was at all times open to the public; that the same was duly recorded in the Local Government Unit’s Ordinance Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Local Government Unit. I further certify that the total number of members of the Governing Body is nine and that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body and that the members of the Governing Body voted in the manner following:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Frank Janakovic, Mayor	<u>X</u>	—	—	—
Marie Mock, Deputy Mayor	<u>X</u>	—	—	—
Charles Arnone	<u>X</u>	—	—	—
Ricky Britt	<u>X</u>	—	—	—
Michael Capriotti	—	—	<u>X</u>	—
Rev. Sylvia King	<u>X</u>	—	—	—
David Vitovich	—	—	<u>X</u>	—

WITNESS my hand and seal of the City of Johnstown this 14th day of October, 2020.



 Nancy J. Cushing, City Clerk

(SEAL)

EXHIBIT A

**CITY OF JOHNSTOWN
(CAMBRIA COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION NOTE, SERIES OF 2020**

PROPOSAL FOR PURCHASE OF NOTE

1ST SUMMIT BANK



October 9, 2020

City of Johnstown
Attn: John Trant
401 Main Street
Johnstown, PA 15901

RE: Loan Proposal

Dear Mr. Trant:

We are pleased to offer this proposal for an approximately \$19,000,000 Federally Taxable General Obligation Note to provide funds for the costs of a portion of the City's unfunded actuarial accrued pension liability.

Borrower: City of Johnstown

Amount: Approximately \$19,000,0000

Term: Approximately One (1) Year with a maturity of December 1, 2021 and shall be callable on or after September 1, 2021, without penalty.

Interest Rate: Fixed at 0.69% over the CD rate of 0.26%. Therefore, the loan rate will be fixed at 0.95% for the term of the loan. This rate is the same until maturity of December 1, 2021 or the earlier call period of September 1, 2021.

Collateral:

- 1) Full faith, credit and taxing power of the City of Johnstown (General Obligation)
- 2) Assignment and Pledge of a to-be-established \$19,133,649.17 twelve (12) month CD at a rate of 0.26%.

Repayment: One (1) payment of all principal and accrued interest will be due at maturity or at the earlier call period.

**Covenants/
Conditions:**

- 1) Annual Audited Financial Statement of the Borrower.
- 2) Loan Documentation may be prepared by the City's Note Counsel. The Bank's legal counsel will review the documents before closing at the cost of the City.

**Relationship Banking
At its Best**

**125 Donald Lane
Post Office Box 5480
Johnstown, PA 15904
Telephone: 814-262-4000
Facsimile: 814-269-4612
www.1stsummit.com**

1ST SUMMIT BANK

City of Johnstown

October 9, 2020

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- 3) The City must be in compliance with all of its loan and bond covenants.
- 4) The City will covenant that rates will be maintained to service all its indebtedness.
- 5) The deposit accounts of the City will remain with the Bank

Fees and Expenses: No Origination Fee. The Bank shall request the reimbursement of its fees, including Bank Counsel, subject to a maximum of \$18,000.

We are pleased to offer this proposal to The City of Johnstown. This proposal will expire by November 13, 2020, unless extended in writing by the Bank. If accepted, any final commitment will require final approval by the appropriate Bank loan committees.

As this is a Community Loan, in the event 1ST SUMMIT BANK is the winning bidder, we may look to participate the loan with other local community Financial Institutions. In the event that 1ST SUMMIT BANK is not the winning bidder, we would encourage the City to have the winning Bank seek participants in the loan due to the community nature of the loan request.

If you have any questions concerning the contents of this proposal, please feel free to call me at (814) 262-4052. We look forward to hearing from you. Thank you for this opportunity.

Sincerely,

Michael J. Paulman
Senior Vice President and
Commercial Loan Division Head

Accepted:

City of Johnstown

By:
Its: Interim City Manager
Date: 10-21-20

Exhibit 3

\$19,000,000*
City of Johnstown
Cambria, Pennsylvania
General Obligation Note, Federally Taxable Series A of 2020

Proposal

LOAN RATE:

1. Loan Rate based on loan maturing December 1, 2021: 0.95 %
2. Loan Rate based on a September 1, 2021 optional call: 0.95 %*

INVESTMENT RATE:

1. Investment Rate based on loan maturing December 1, 2021: 0.26 %
2. Investment Rate based on a September 1, 2021 optional call: 0.26 %*

ANTICIPATED COSTS:

1. Bank Counsel: \$ 18,000
2. Other fees: \$ 0

* If the City opts for the optional call, it is understood that the loan and collateral invested will mature on the same day. The collateral invested will NOT be subject to penalty for early withdrawal.

Closing:	11/24/2020
Maturity Date:	12/1/2021
Fractional Interest Period	1.019444444
Loan Amount	\$ 19,000,000
Loan Taxable Interest Rate	0.69%
Principal Due	\$ 19,000,000
Interest Due	\$ 133,649.17
Amount Due at Maturity	\$ 19,133,649.17
Collateral Deposit	\$ 19,133,649.17
Investment Interest Rate	0.26%
Principal at Maturity	\$ 19,133,649.17
Interest Earned	\$ 50,714.80
Total Amount at Maturity	\$ 19,184,363.97
Difference between Loan/Investment Earnings	\$ 82,934.37