

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA,  
APPROVING THE NEW INVESTMENT POLICY STATEMENT FOR THE  
CITY OF JOHNSTOWN COMBINED PENSION FUND.

WHEREAS, the Pension Committee has proposed a new Investment Policy Statement; and

WHEREAS, the new Investment Policy Statement has been agreed to and approved by the Pension Committee and distributed to Council, and reflects the following, in pertinent part:

1. A long-term strategic asset allocation target for the Combined Pension Fund of 47.5% to U.S. Equity, 15.0% to non-U.S. Equities, 12.5% to Real Estate Investment Trusts (REIT) and 25% to U.S. fixed income;

The prior long-term strategic asset allocation target for the Combined Pension Fund was 47.5% to U.S. Equity, 12.5% to non-U.S. Equities, and 40% to U.S. fixed income; and

WHEREAS, the City Council desires to approve and hereby adopt the new Investment Policy Statement and Policy Amendment as described herein;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, that the new Investment Policy Statement and the Amendment to the Policy as described above is hereby adopted.


ADOPTED:

October 13, 2021

By the following vote:

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

Nays: None (0)



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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10453** as the same adopted by the City Council of the City of Johnstown, PA.



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Nancy J. Cushing, City Clerk

# **City of Johnstown Combined Pension Plan**

## **Investment Policy Statement**

## Introduction and Purpose

The City of Johnstown Combined Pension Plan is the aggregation of the City's Pension Plans, which includes the Police Pension Plan, Fireman's Pension Plan, Non-Uniformed Pension Plan and Bureau of Sewage Pension Plan (the "Plan"). The purpose of the Plan is the accumulation of reserves exclusively for the benefit of the members and beneficiaries of members of the Plan for the payment of retirement benefits as defined in the Plan Documents. The Plan is administered by a Pension Committee ("Committee") comprised of a combination of City employees and City Council appointments. City Council must ratify the actions of the Committee with respect to binding contracts and significant policies, such as changes to Investment Policy Statement or changes to the asset allocation policy.

The Plan is governed by various acts enacted by the Commonwealth of Pennsylvania, including PA Act 205. The Plan is also governed by implementing regulations adopted by the Public Employee Retirement Commission published at Title 16, Part IV of the Pennsylvania Code. The City is governed by the Pennsylvania Third Class City Code and then amended by the City's Home Rule Charter. The Police Pension Plan, Fireman's Pension Plan, Non-Uniformed Pension Plan and Bureau of Sewage Pension Plan are locally controlled by Ordinances and affected by the provisions of collective bargaining agreements. The City of Johnstown is currently operating under a Recovery Plan pursuant to the Municipalities Financial Recovery Act.

This Investment Policy Statement reflects the investment process deemed appropriate and prudent under state law. The Investment Policy Statement shall be applied and interpreted in accordance with the requirements of Chapter 73, the Probate, Estates and Fiduciaries Code, 20 Pa. C.S. 7301-7319. Plan representatives and service providers shall act as a fiduciary with respect to the Plan assets held in trust for the exclusive benefit of Plan participants and beneficiaries. The Plan intends to follow guidelines of prudence, due diligence, diversification, and other applicable fiduciary requirements for the investment of assets.

This Investment Policy Statement has been adopted to set forth the investment objectives and goals of the Plan and to establish guidelines for the implementation of the investment objectives and goals. The Investment Policy Statement is intended to:

- Document the policies and procedures for the investment of assets;
- Provide investment managers with guidelines for the investment of assets; and
- Set out a framework to monitor and evaluate investment performance

Within this framework, the Plan seeks to optimize the total return of the investments through a policy of diversified investments to achieve reasonable rates of return within a parameter of prudent risk, as measured on the total portfolio. The achievement of this goal will help accomplish the efficiency of Plan contributions, which include Pennsylvania State Aid, employee and City contributions. Investment returns are expected to be a critical element of funding future liabilities and improving the funding status of the Plan.

## **Responsibilities**

City Council is responsible for establishing and maintaining broad policies and objectives for all aspects of the Plan. City Council is advised by the Pension Investment Committee. The City Manager (“Administrator”) will act as an authorized representative of the Committee when the Committee is not in session to address issues that require attention before a scheduled meeting can occur. The Administrator will act as the primary contact for the Plan.

Investment managers may be appointed to invest part or all of the assets of the Plan. Each investment manager appointed by Council shall maintain registration as an investment advisor under the Investment Advisers Act of 1940, or be a bank or insurance company with duly authorized investment authorities. Each investment manager shall acknowledge their fiduciary duty to the Plan. Investment managers shall invest and manage Plan assets consistent with the duties, responsibilities and guidelines detailed in any specific investment manager agreement and this Investment Policy Statement. Investments made by the Plan may include pooled funds.

The Committee may retain an investment consultant to assist with the investment policy, asset allocation and with the selection of investment managers. The investment consultant shall also monitor, evaluate and report on the performance of the investment managers and total Plan. The investment consultant shall evaluate and make recommendations as needed, on other areas of Plan investment.

A custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Plan, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of custodian accounts.

## **Investment Objectives**

The investment objective of the Plan is to balance the long-term desire to earn at least the assumed actuarial rate of return with the short-term need to provide an adequate degree of liquidity to cover any needs of the Plan. The intent is to satisfy these investment objectives and optimize total return within acceptable risk parameters through a policy of diversification of assets. The funding obligations of the Plan are long term in nature. The investment of Plan assets is to provide for the payment of benefit obligations and expenses in perpetuity. The investment guidelines are based on a long-term investment objective, and interim fluctuations should be viewed from this perspective.

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Plan:

### **Total Fund Performance**

- The performance of the portfolio will be compared to the return of a blended market index, based on the target asset allocation of the Plan (referred to as the Policy Index) and comprised of commonly accepted benchmark indexes appropriate for the asset classes utilized. The objective is a return of the total portfolio that will equal or exceed the Policy Index over a market cycle of three to five years.

- On a relative basis, it is expected that the total portfolio performance will rank in the top 50<sup>th</sup> percentile of the appropriate peer group universe over a market cycle of three to five year times.
- On an absolute basis, the objective is that the return of the total portfolio that will meet or exceed the Plan’s actuarial interest rate assumption. This absolute return objective should be viewed with appropriate perspective and performance evaluated in the context of the prevailing or changing market conditions. This return objective should generally be evaluated over a longer-term period of ten years or greater.

Individual investment performance objectives and related guidelines may be established for individual investment managers. Any said objectives and guidelines shall be set forth in an Addendum to the Investment Policy Statement and shall be considered to be part of the Investment Policy Statement.

**Total Plan Risk**

- Risk (i.e., the uncertainty of future events), the possibility of loss in purchasing power (due to inflation), and volatility (i.e., the potential for variability of asset values) are present in varying degrees in all types of investments. Interim fluctuations in market value and return are tolerated in order to achieve the long-term objectives. The long-term objectives of the Plan cannot be achieved without incurring a certain amount of principal volatility.
- Risk shall be measured by standard deviation. Risk should generally be commensurate with the return achieved and with the target asset allocation of the Plan.

**Asset Allocation**

The asset allocation represents the long-term target for the total investment portfolio. Allocation ranges have been provided to allow for reasonable fluctuations in the market value of the assets. The assets of the Plan shall be allocated and invested in following asset classes in accordance with the specific targets and ranges:

<b>Asset Class</b>	<b>Target</b>	<b>Range</b>	<b>Benchmark</b>
Domestic Equity	47.5%	42.5% - 62.5%	Russell 3000
International Equity	15.0%	7.5% - 20.0%	MSCI ACWI ex US or MSCI EAFE
Real Estate Investment Trust	12.5%	7.5% - 20.0%	S&P United States REIT Index
Domestic Fixed Income	25.0%	10% - 50%	Bloomberg Barclays Intermediate Gov't/Credit
Cash	0%	0% - 5%	90 Day US Treasury Bill

The above asset allocation represents the strategic asset allocation of longer-term investments of the Plan. The consultant and Committee will monitor the aggregate asset allocation of the portfolio, and if the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. The Committee does not intend to exercise short-term changes to the target allocation. Cash held for purposes of satisfying short-term benefit obligations, generally considered twelve months or less, may be allocated and considered separate from the long-term asset allocation strategy listed above.

These investment guidelines represent objectives for all investment assets of the Plan. If investment managers are retained by the Plan to manage only a specific portion(s) of the assets, they will be provided an Addendum to this policy that includes specific investment objectives that apply solely to the assets under their discretionary management.

## **Investment Guidelines**

### **General Guidelines**

All investments shall be consistent with the Investment Policy Statement. Investment managers are fiduciaries with discretion to select individual securities subject to the guidelines and restriction of the Investment Policy Statement. Investment managers are expected to maintain a close to fully invested portfolio. Authorized investments may be made by investment in a pooled fund, such as a mutual fund. The Plan is a tax-exempt entity; investments should be managed without consideration of taxes.

### **Authorized Investments**

Unless otherwise specifically stated in a manager Addendum, separate account investment managers may invest and reinvest the assets in a diversified portfolio of fully negotiable, US dollar denominated fixed income, equity and money market securities provided they meet the following criteria.

#### **Domestic Equity Investment Manager Guidelines**

- Permissible investments include: common stock, ADRs, preferred stock, convertible securities, and pooled vehicles as defined under the Pooled Investment Funds section of the policy.
- Equities shall be traded on a national exchange or electronic network and have adequate market liquidity relative to the size of investment.
- An equity portfolio shall be well-diversified to avoid any undue exposure to any single industry or economic sector.
- Economic sector weightings of an equity portfolio shall not exceed the greater of 2.5 times the appropriate equity benchmark sector weighting valued at market or 15% of the equity portfolio.
- No more than 7.5% of an equity portfolio valued at market may be invested in the common stock, capital stock or convertible stock of any one corporation.
- Equity investments shall not exceed 5% of the total market capitalization in any one company.

#### **International Equity Investment Manager Guidelines**

- Investment in shares issued by companies outside the United States will be limited to securities of foreign corporations traded on a domestic national exchange or electronic network as well as

US dollar denominated mutual/commingled investment funds.

- It is expected that an international equity portfolio will be prudently diversified by industry and sector, market capitalization, region, and country. While there are no percentage limits with regard to country weightings, the investment manager should use prudent investment judgment under the circumstances.
- Economic sector weightings of an equity portfolio shall not exceed the greater of 2.5 times the appropriate equity benchmark sector weighting valued at market or 15% of the equity portfolio.
- No more than 7.5% of an equity portfolio valued at market may be invested in the common stock, capital stock or convertible stock of any one corporation.
- Equity investments shall not exceed 5% of the total market capitalization in any one company.

#### **Real Estate Investment Trust Manager Guidelines**

- Permissible investments include: common stock, ADRs, preferred stock, convertible securities, and pooled vehicles as defined under the Pooled Investment Funds section of the policy.
- Equities shall be traded on a national exchange or electronic network and have adequate market liquidity relative to the size of investment.
- An equity portfolio shall be well-diversified to avoid any undue exposure to any single industry or economic sector.
- Economic sector weightings of an equity portfolio shall not exceed the greater of 2.5 times the appropriate equity benchmark sector weighting valued at market or 15% of the equity portfolio.
- No more than 10.0% of an equity portfolio valued at market may be invested in the common stock, capital stock or convertible stock of any one corporation.
- Equity investments shall not exceed 5% of the total market capitalization in any one company.

#### **Fixed Income Investment Manager Guidelines**

- Permissible investments include: U.S. Treasury (including TIPs) and agency, asset backed, mortgage backed, CMO's, corporate bonds and pooled vehicles as defined under the Pooled Investment Funds section of the policy.
- Excluding U.S. Government obligations, fixed income issues shall be diversified by issuer type and may not exceed more than 5% of the outstanding securities of any one issuer.
- Excluding U.S. Government obligations, no more than 5% of the fixed income portfolio may be invested in the securities of any one issuer.
- All fixed income securities should be readily marketable with significant trading volume in relation to issues outstanding.
- Any individually held fixed income securities must be rated "investment grade" or better by at least one nationally recognized rating services at the time of purchase.
- The weighted average duration of the fixed income portfolio should not exceed 125% of the designated benchmark duration.

#### **Cash/Cash Equivalent**

- Money market or Short-Term Investment Fund options offered by the Plan custodian.
- High quality money market mutual funds, which invest in investment grade money market instruments rated A1 or its equivalent by a major rating agency.
- Direct obligations of the United States Government with a maturity of one year or less.

### **Pooled Investment Funds**

Investments made by the Plan may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, collective investment trusts, exchange-traded funds and limited partnerships. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement but that are consistent with the long-term objectives of the Plan. The Plan cannot impose specific investment objectives and guidelines on a pooled fund. In the event of investment by the Plan into a pooled fund, the prospectus or governing policy of that pooled fund, as updated from time to time, shall be treated as an addendum to this Investment Policy Statement. To the extent possible, the investment consultant shall periodically review with the Committee any material changes in the prospectus or governing policy of a pooled fund.

### **Passive Strategies**

Passive/index strategies selected by the Committee (if any) are expected to match the return and risk profile (as measured by the standard deviation) of their appropriate benchmarks.

### **Prohibited Investments**

No investment shall be permitted unless specifically allowed in this Investment Policy or in an Addendum to this Investment Policy, including:

- Commodities or other commodity contracts
- Futures, options, margins, warrants and short sale transactions
- Margin purchase or use of leverage
- Derivatives
- Private Placements
- Direct purchase of real estate and limited partnerships not advised by a registered investment advisor
- Hedge Funds or Venture Capital
- Letter stock and other unregistered securities
- Non-marketable securities
- Prohibited Transactions under ERISA

### **Total Plan**

Total Plan equity shall not exceed 90% of total Plan market value.

### **Responsibilities of the Investment Manager**

#### **Investment Manager Variances from Investment Guidelines**

If any of the investment guidelines applicable to an investment manager are violated, the investment manager shall return the portfolio to compliance with the guidelines within a reasonable period of time



and in a manner consistent with its fiduciary obligations. If the investment manager determines that this would be inconsistent with its fiduciary obligations, it shall promptly notify the Committee.

An Investment manager may request that the Committee approve a variance from the investment guidelines as necessary for the manager to carry out its investment strategy, provided the same complies with applicable law. Any variance shall be set forth in an Addendum to the Investment Policy Statement.

### **Proxy Voting**

Investment managers shall vote or appropriately delegate the authority to vote any and all proxies solicited in connection with securities held by the Plan. Upon request, investment manager shall produce a written proxy voting policy statement, and shall keep records with respect to its voting decisions and submit an annual report summarizing votes cast upon request. Voting of proxies must be done solely in the interests of the participants and beneficiaries.

### **Trading**

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commission paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades is placed on the investment managers on behalf of the Plan.

### **Reports and Communications**

An investment manager shall report any significant development or matter related to its business or its management of Plan assets to the Committee and investment consultant. Such communications shall include, but not be limited to:

- Any significant development in the investment manager's business operations or organization shall be reported immediately following the development, including any significant changes in ownership or organization, any loss of key personnel (portfolio team or senior management), any significant change in assets under management (strategy or firm level), any significant change in financial conditions, and any investigations of violations of ERISA or other applicable law.
- Any significant changes in investment strategy, portfolio structure or risk posture shall be reported prior to implementation.
- Any material violations of the Investment Policy Statement or investment management agreement or deviations from the investment guidelines shall be reported immediately.

Any such report shall be made in writing and include an explanation of the anticipated impact on the investment manager's ability to continue to provide the same style and types of investment management services as initially requested by the Plan.

On a quarterly basis, or upon request, investment managers shall deliver a report detailing performance for the quarter, portfolio analysis and any major changes to economic outlook, investment strategy, or any other factors, which may have a material impact on their portfolio or the Plan.

## **Investment Manager Review and Evaluation**

The Committee and investment consultant will review and evaluate investment managers and pooled funds for ongoing suitability. The following criteria will be used to evaluate the investment manager results:

- 4 consecutive quarters of relative under-performance versus benchmark index.
- 3 year trailing return below the index and below the 50th percentile in an applicable peer group.
- 5 year trailing return below the index and below the 50th percentile in an applicable peer group.
- 3 year standard deviation should be no more than 1.25 times the benchmark.
- 5 year standard deviation should be no more than 1.25 times the benchmark.
- 3 year downside volatility should be less than the index as measured by down market capture ratio.
- 5 year downside volatility should be less than the index as measured by down market capture ratio.
- 3 year Sharpe Ratio should be greater than the benchmark.
- 5 year Sharpe Ratio should be greater than the benchmark.

The above is not intended as an exclusive list of evaluation criteria and the investment consultant shall monitor performance using absolute, risk-adjusted and relative performance statistics for a variety of trailing and annual periods and market cycles, including up markets and down markets. Consideration shall be given to the extent that the investment results are consistent with the stated investment philosophy, process and investment objectives of an investment manager. Nothing in this section shall limit or diminish the Plan's right to terminate an investment manager at any time for any reason.

## **Investment Policy Statement Review**

The Investment Policy Statement shall be reviewed on a periodic basis. The Investment Policy Statement is intended to provide for a long-term investment policy, and it is anticipated that major changes will be made as infrequently as necessary to address significant developments with respect to the Plan. Any changes shall be communicated to the investment managers.

**Approved and Adopted**

**City of Johnstown**

**Combined Pension Plan**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AMENDMENT**  
**TO**  
**CITY OF JOHNSTOWN COMBINED PENSION PLAN**  
**INVESTMENT POLICY STATEMENT**

The City of Johnstown has developed a long-term strategic asset allocation policy designed to achieve an investment return for Pension Plan assets to meet or exceed the Plan's actuarial interest rate assumption within prudent parameters of risk.

On or about December 1, 2020, the City will make a significant, one-time cash contribution to superfund the Plan using the proceeds of a Pension Obligation Note. City Council may decide to invest such proceeds over a period of time not to exceed 24 months in order minimize exposing the Plan to significant market timing risk associated with a large contribution. This funding schedule may cause the Plan to deviate from the long-term strategic asset allocation policy.

The Plan intends to be invested in accordance with the long-term strategic asset allocation at the end of the contribution funding schedule. During the funding period, the performance of the Plan portfolio shall be compared to the return of a Policy Index based on the actual asset allocation of the Plan. This Policy Index shall be adjusted in accordance with the funding schedule.

**CITY OF JOHNSTOWN, PENNSYLVANIA  
RESOLUTION NO. 10454**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE CITY MANAGER  
AND/OR HIS DESIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO  
PURCHASE A JOHNSON/BUCHER CITY CAT 5006 COMPACT SWEEPER**

**WHEREAS**, the City of Johnstown Public Works Department sought proposals for a new street sweeper and evaluated various models of street sweepers: and

**WHEREAS**, the purchase of a street sweeper was included in the 2021 capital budget and will be paid for from the Capital Fund, Account No. 18 434 40 170 00; and

**WHEREAS**, the Public Works Department has recommended that a Johnson/Bucher City Cat 5006 Compact Sweeper be purchased from US Municipal (COSTAR) at a cost of \$223,926.00.

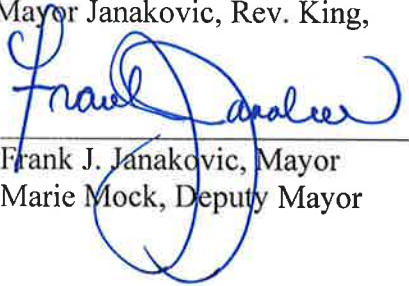
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Johnstown, Cambria County, Pennsylvania, that the City Manager and/or his designee are hereby authorized to sign all documents necessary to purchase a street sweeper from US Municipal in the amount of \$223,926.00.

ADOPTED:

October 13, 2021

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King,  
Mrs. Mock. (7)  
Nays: 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 Resolution No. **10454** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk



10583 Roystown Road  
Huntingdon, PA 16852

461 Glennie Circle  
King of Prussia, PA 19406

1519 Evans City Road  
Evans City, PA 16032

# QUOTATION

Quotation No. CC5006  
Date: 9/29/2021

**Sold To:** City of Johnstown  
419 6th Ave.  
Johnstown, PA 15906

**Attn:** Jared Campagna  
**Phone:** 814-533-2089 Ext. 401  
**Fax:** 814-410-0994  
**Email:** [jcampagna@cojtn.com](mailto:jcampagna@cojtn.com)

**Customer #:**

<b>Ship To:</b>		<b>Customer P.O. #</b>	
<b>Street:</b>		<b>Purchasing Agent:</b>	
<b>City:</b>		<b>Salesman:</b> Greg King	
<b>State:</b>		<b>County:</b> Cambria	
<b>Attn:</b> Jared Campagna		<b>Contract number:</b> COSTARS # 025-019	
<b>Phone#</b> 814-533-2089 Ext. 401			
<b>Ship Via:</b>			
<b>Johnston/Bucher CityCat 5006 Compact Sweeper- Standard and Included *Optional Equipment</b>			
7.3 Cubic Yard 4003 Stainless Steel Debris Hopper & Fan Case		In Cab Noise Level - 63 dBA	
Iveco Turbo 4 Cylinder In-Line Diesel Tier 4 Final 141 HP @2200 RPM		Electrical System 24-Volt	
Full Hydrostatic Transmission with 31 MPH Transit Speed		Gradeability - up to 30%	
GVM 23,150 lbs. (Payload 11,025 lbs.)		Sweep Path: (2) GB & Suction Nozzle = 8' Sweep Path	
Turning Radius 9' 5" Curb to Curb		Steering Column - Tilt & Height Adjustment	
31" Stainless Steel Vacuum Nozzle with 10" Suction Hose & Leaf Flap		Heated Windshield	
Hydrostatic Controlled 4-Wheel Steering		Body Painted in Standard Factory White	
Two (2) Steel Gutter Brooms with Variable Speed 0-150 RPM		Bucher Data Capture USB Flash Drive	
Gutter Brooms have Impact Proof Suspension		(1) Sweeper Parts/Service CD in English	
37" Standard Dump Height with Optional 61" Tip Angle @ 50 Degrees		(1) Sweeper Operators Manual English	
Optional 61" Dump Height		Tires - 4 Wheels 265/70R 19.5	
Tip Angle 50 Degrees		Warranty - Standard 2-years or 2000 Hours	
Spacious High Visibility Custom Cab		<b>OPTIONS INCLUDED</b>	
Window in Cabin Floor for to view Working Suction Nozzle		Air Conditioning Fully Integrated - KCC01	
7" CanView Display System and Data Capture		Cameras - Rear/Nozzle Displaying on JVM - KCC33	
235 Gallon Water Tank with In Cab Nozzle Volume Adjustment		Hopper Mesh Kit & Hopper EZ Clean - KAC10 & KAC38	
Engine Fuel Tank - (30) Gallons with (8) Gallon Ad Blue Tank		High Dump Hopper 61" - KGC52	
B500T Fire Extinguisher		Front Mounted 3rd Brush Dual Rotation - KAC28	
Triangle Flare Kit Kit (hwk)		High Pressure Water System - Includes Hand Lance	
Radio/CD Player		& Reel 2900 PSI/8 GPM to 1500 PSI/5 GPM - KW027	
		Surface Mounted Strobes - (2-Rear, 2-Side, 2-Front)	
		50-Hour On-Site Service	
<b>Prepared By:</b> Greg King		<b>F.O.B.</b> Delivered	
<b>Phone:</b> 814-251-1074		<b>Price</b> \$ 223,926.00	
<b>Email:</b> <a href="mailto:glk@usmuni.com">glk@usmuni.com</a>		<b>Tax</b> Plus Tax	
<b>Quote firm until:</b> 10/1/2021		<b>Total Price</b> \$ 223,926.00	
<b>Customer Acceptance Signature:</b> _____			
<b>Print Name:</b> _____			
<b>Date:</b> _____			



**Presents a Proposal Summary**

of the



**Pelican P**

Pelican NP Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor

for

Jared Campagna  
City of Johnstown  
401 Main Street  
Johnstown, Pa 15901

**CO STARS 25-044 CONTRACT**

**August 19, 2021**

## PRODUCT DESCRIPTION

· Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

## STANDARD FEATURES

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature engine oil pressure fuel levels speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four



- Water tank, fill gauge
- Water tank, molded polyethylene: 220 gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Steel Bristles with Polyethylene Sidebroom Segments
- Unheated Unmotorized Mirrors
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual

#### **ADDITIONAL FEATURES**

- Sidebroom Tilt Option Right Hand Including Indicator
- Strip Broom 66" URB
- Carbide Single Row Dirt Shoes
- Lower Roller Deflector
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- Midwest Autolube Dual Sidebrooms
- Auxiliary Battery Disconnect
- Extra Auxiliary Engine Key
- LED Stop/Tail/Turn
- LED Lights on Battery Cover
- Lighting Package 5: One LED Strobe w/Guard
- AM/FM/CD With (2) Map Lights
- License Plate Holder
- Right Hand Heavy Duty Limb Guard
- Left Hand Heavy Duty Limb Guard
- 1 X 2.5 Lb Fire Extinguisher
- Left Hand Camera

## LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**STARS 25-044 CONTRACT PRICING:**

Pelican Price:	\$ 240,937.76
Co Stars 25 Discount (5%):	<u>\$ -12,046.89</u>
<b>Final Co Stars Price:</b>	<b><u>\$ 228,890.87</u></b>

**2021 Current Pricing**

**Price is good for 90 Days**

Option Sweeper Enhancement:  
Lifeline Hopper Liner:                   ADD: \$ 4,500.00

**Proposal Acceptance:**

\_\_\_\_\_  
City of Johnstown

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order

Thank you for the opportunity to quote you on the Elgin Pelican Street Sweeper

Regards,

Perry M Ohm  
Territory Manager  
412-721-6990  
[p.ohm@ahquipment.com](mailto:p.ohm@ahquipment.com)  
[www.ahquipment.com](http://www.ahquipment.com)



20 Montesano Rd  
Fairfield, NJ 07004  
973-751-6200

Serving: New Jersey, New York, Pennsylvania, Connecticut & Ohio

Proposal Date: 9/21/2021

To:

Jared Campagna  
City of Johnstown  
419 6th Ave  
Johnstown PA 15906

Contacts:

Jared Campagna	814-4100994

**Standard New - Ravo 5- iSeries Street Sweeper**

- Cummins Tier IV Diesel Engine, dual tires rear, rearview camera, inspection door retainer, step on brooms, wide sweeping, 12V plug inside cabin
- Stainless Steel Hopper (6.5 Cubic Yard Ground Dump)
- Gutter brush angle adjustment right and left side
- Heavy Duty Package: (Borium) Fan, Coated Suction Tubes
- Air suspended driver seat, Air Conditioning, AM/ FM Stereo \$ 250,425.66
- LED Beacon (Front and back), electric mirrors, heated mirrors
- LED Broom Lights, Front and Rear LED Work Lights
- Suction nozzle camera color with extra monitor
- Hydraulic and Electrical prep for attachments
- On Board Pressure Washer (High Pressure Pump with Gun and Reel)
- 2 Year or 2000 Engine Hour Warranty

**Options**

Third Broom Weed Cutter Complete, Quick Release, Double angle \$ 22,809.97

**Maintenance Parts & kits**

QTY	Description	Total	Price Per
3	Tier 4 B Service kit 250 Hr	\$ 1,066.71	\$ 355.57
1	Tier 4 C kit Service kit 1000 Hr	\$ 711.13	\$ 711.13
6	Front spray tip	\$ 101.22	\$ 16.87
1	Easy Mount Wear Kit	\$ 389.97	\$ 389.97
10	36" Gutter Broom	\$ 2,652.30	\$ 265.23
1	30" Weed Cutter	\$ 371.32	\$ 371.32
1	30" Brush	\$ 238.70	\$ 238.70
1	Spare Front Rim and Tire	\$ 830.47	\$ 830.47
1	Spare Rear Rim and Tire for Dual Tires	\$ 982.66	\$ 982.66
		<b>\$ 7,344.48</b>	

Price includes: Delivery, Ravo Academy Training and Operator Training Total with all options \$ 280,580.11

Thank You for requesting this proposal.

We look forward to working with you!

John Giummarra

[john@g@northeast sweepers.com](mailto:john@g@northeast sweepers.com)

Mobile: (570) 550-3800



BUSINESS | MUNICIPAL | ENERGY

129 W. Commercial St. Suite 7

East Rochester, NY 14445

Phone: (585) 419-9190 / Fax: (585) 419-9110

[www.RealLease.com](http://www.RealLease.com)

September 21, 2021

Jared Campagna  
City of Johnstown  
419 6<sup>th</sup> Ave.  
Johnstown, PA 15906

Real Lease is pleased to present the following Municipal Lease Purchase Proposal for The City of Johnstown. The terms and provisions are subject to Lessor's cost and availability of funds, acceptance, and approval of management of Lessor and are pursuant to the following terms and conditions.

Lessor: Real Lease ("RLI") its affiliates, assigns or nominees

Lessee: City of Johnstown

Vendor: Northeast Sweepers & Rentals, Inc.

Equipment: Ravo5 iSeries Street Sweeper

**Option I Includes  
New Ravo 5i w/ 3rd Broom**

Equipment Cost: \$273,235.63

Term: Seven (7) Annual payments of \$44,254.59 in arrears

**Option II Includes  
New Ravo 5i w/ 3rd Broom + Maintenance Package**

Equipment Cost: \$280,580.11

Term: Seven (7) Annual payments of \$45,444.17 in arrears

Lease Expiration: At the lease expiration, the Lessee, shall purchase the equipment for one dollar (\$1.00),

Rate Adjustment: The above quotes are floating and will be adjusted in conjunction with the then corresponding U.S.

Treasury Instruments as published in the Wall Street Journal. The Lease Agreement will provide for fixed lease payments for the initial term.

We appreciate the opportunity to provide this proposal for your upcoming equipment needs. Please call our office at (585) 419-7914 with any questions.

Sincerely,

*Ross Kroll*

Ross L. Kroll, Partner  
Executive Vice President

**CITY OF JOHNSTOWN, PENNSYLVANIA  
RESOLUTION NO. 10455**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
PENNSYLVANIA, TO SUMMARIZE THE RECEIPT OF FEDERAL AMERICAN RESCUE  
FUNDS AND THE TRANSFER OR USE OF ANY OF THESE FUNDS TO DATE**

**WHEREAS**, on May 19, 2021 the City of Johnstown received \$15,358,345 in Federal American Rescue Funds; and

**WHEREAS**, these funds were deposited in a separate bank account at First Summit Bank; and

**WHEREAS**, on July 19, 2021, \$567,003 was transferred to the General Fund to cover Loss of Revenue experienced by the City for the 2020 year because of COVID; and

**WHEREAS**, to date, the loss of revenue is the only expenditure made from these funds; and

**WHEREAS**, the City Council desires to recognize receipt of these funds and approve the transfer of \$567,003 to the General Fund for the loss of 2020 revenue as a result of COVID;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Johnstown, Pennsylvania, hereby acknowledges receipt of the American Rescue Funds in the amount of \$15,358,345 and hereby approves of the transfer of \$567,003 to the General Fund for reimbursement of lost income.

ADOPTED:

October 13, 2021

By the following Vote:

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

Nays: 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 Resolution No. **10455** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2021 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, THE BUDGET EXHIBIT DETAILED HEREIN.

Fund	Department	Line Item	Transfer To	Transfer From	Amount	Adjusted Budget Balance
General	Non-Departmental	Misc Expenses	01.405.00.196.00	01.404.310.24.00	\$ 1,500.00	\$ 281
General	Non-Departmental	Civil Service	01.405.28.041.00	01.404.310.24.00	\$ 500.00	\$ 71
General	Non-Departmental	Labor Negotiator	01.405.28.042.00	01.404.310.24.00	\$ 3,000.00	\$ 443
General	Non-Departmental	Computer Mntc	01.405.37.047.00	01.404.310.24.00	\$10,000.00	\$7,865

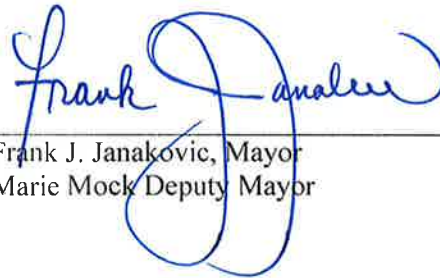
ADOPTED:

October 13, 2021

By the following vote:

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

Nays: 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 Resolution No. **10456** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk



CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10457

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONTRACT WITH LIGONIER STONE AND LIME D/B/A DERRY STONE AND LIME, 117 MARCIA STREET LATROBE, PA 15650 TO PROVIDE AND DELIVER TO THE CITY, ANTI-SKID MATERIAL, AS2 ANTI SKID FOR THE CALENDAR YEAR 2021-2022.**

**WHEREAS**, bids to provide and deliver Anti-Skid Material, AS2 Anti-Skid to the City of Johnstown, were opened for the calendar year 2021-2022; and

**WHEREAS**, the single responsible bid was received from Ligonier Stone and Lime D/B/A Derry Stone and Lime 117 Marcia Street Latrobe, PA 15650 with a bid of \$24.18 a ton delivered; and

**WHEREAS**, the City Council desires to accept the bid price of Ligonier Stone and Lime D/B/A Derry Stone and Lime, to provide and deliver Anti-Skid Material, to the City for the calendar year 2021 — 2022 and will be paid through the Liquid Fuel Account 05.432.37.155.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Johnstown, Pennsylvania, that the City Manager is hereby authorized and directed to execute a Contract with Ligonier Stone and lime D/B/A Derry Stone and Lime, to provide Anti-Skid Material, for the calendar year 2021-2022.

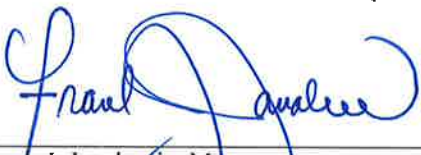
**ADOPTED:**

October 13, 2021

By the following vote:

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

Nays: 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 Resolution No. 10457 as the same adopted by the City Council of the City of Johnstown, PA.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

**LIGONIER STONE & LIME COMPANY  
D/B/A DERRY STONE & LIME COMPANY  
117 MARCIA STREET  
LATROBE, PA 15650  
OFFICE PHONE (724) 537-6023 FAX (724) 537-6021**

**SPECIAL QUOTE SHEET**

DATE: August 19, 2021

CUSTOMER: City of Johnstown  
 ADDRESS: 401 Main Street  
Johnstown, Pa 15901  
 CONTACT: Joe  
 JOB SITE: Municipal Building

CELL: \_\_\_\_\_  
 PHONE: 814-533-2089  
 FAX: \_\_\_\_\_

EFFECTIVE DATE: August 19, 2021

ITEM DESCRIPTION	LIMESTONE		SANDSTONE	
	F.O.B. QUARRY PRICE	DELIVERED PRICE	F.O.B. QUARRY PRICE	DELIVERED PRICE
#8 Stone (IB)				
2B Stone/#57				
Screenings				
#3 Stone				
#4 Stone (#1)				
3A Modified Stone				
Anti-Skid (State-Approved)	\$15.55	\$24.18		
R-3 Rip Rap				
R-4 Rip Rap				
R-5 Rip Rap				
R-6 Rip Rap				
R-7 Rip Rap				
R-8 Rip Rap				
Dust				
Agricultural Lime Dust				

ALL PRICING IS BASED ON TONS AS THE UNIT OF MEASURE

CONDITIONS/REMARKS: The above pricing is firm through Per Job basis. *Payment terms are "Net 30 Days"*.

Hauling Per Ton: \$8.63

**ANTI - SKID IS THE ONLY LIMESTONE WE CARRY THAT IS STATE APPROVED.**

**Joe Slis**

---

**From:** Earl Sleek <ESleek@sleektrucking.com>  
**Sent:** Monday, August 23, 2021 2:34 PM  
**To:** Joe Slis  
**Subject:** Re: Anti-skid

Joe,

AS2 anti -skid \$24.55 per ton delivered.

Buck



**Earl Sleek II**  
132 MOSSY LANE  
JOHNSTOWN, PA 15905  
[www.sleektrucking.com](http://www.sleektrucking.com) - (814) 288-1903

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10458

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONTRACT WITH AMERICAN ROCK SALT DEPARTMENT OF GENERAL SERVICES COSTARS PROGRAM, 5520 NY-63 MT. MORRIS, NY 14510 TO PROVIDE AND DELIVER TO THE CITY, ROCK SALT FOR THE CALENDAR YEAR AUGUST 2021 THRU JULY 2022.**

**WHEREAS**, American Rock Salt's fiscal calendar year is August 2021 to July 2022; and

**WHEREAS**, American Rock Salt's salt price was obtained through COSTARS, with a bid amount of \$73.80 a ton delivered; and

**WHEREAS**, the City Council desires to accept the bid price of American Rock Salt to provide and deliver rock salt to the City for the calendar year 2021 — 2022 and will be paid through the Liquid Fuel Account 05.432.37.155.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Johnstown, Pennsylvania, that the City Manager is hereby authorized and directed to execute a Contract with American Rock Salt Department of General Services Costars Program to provide Rock Salt for the calendar year August 2021- July 2022.

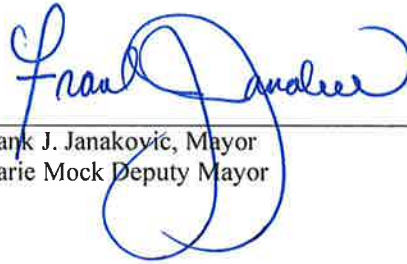
**ADOPTED:**

October 13, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock Deputy Mayor

**ATTEST:**

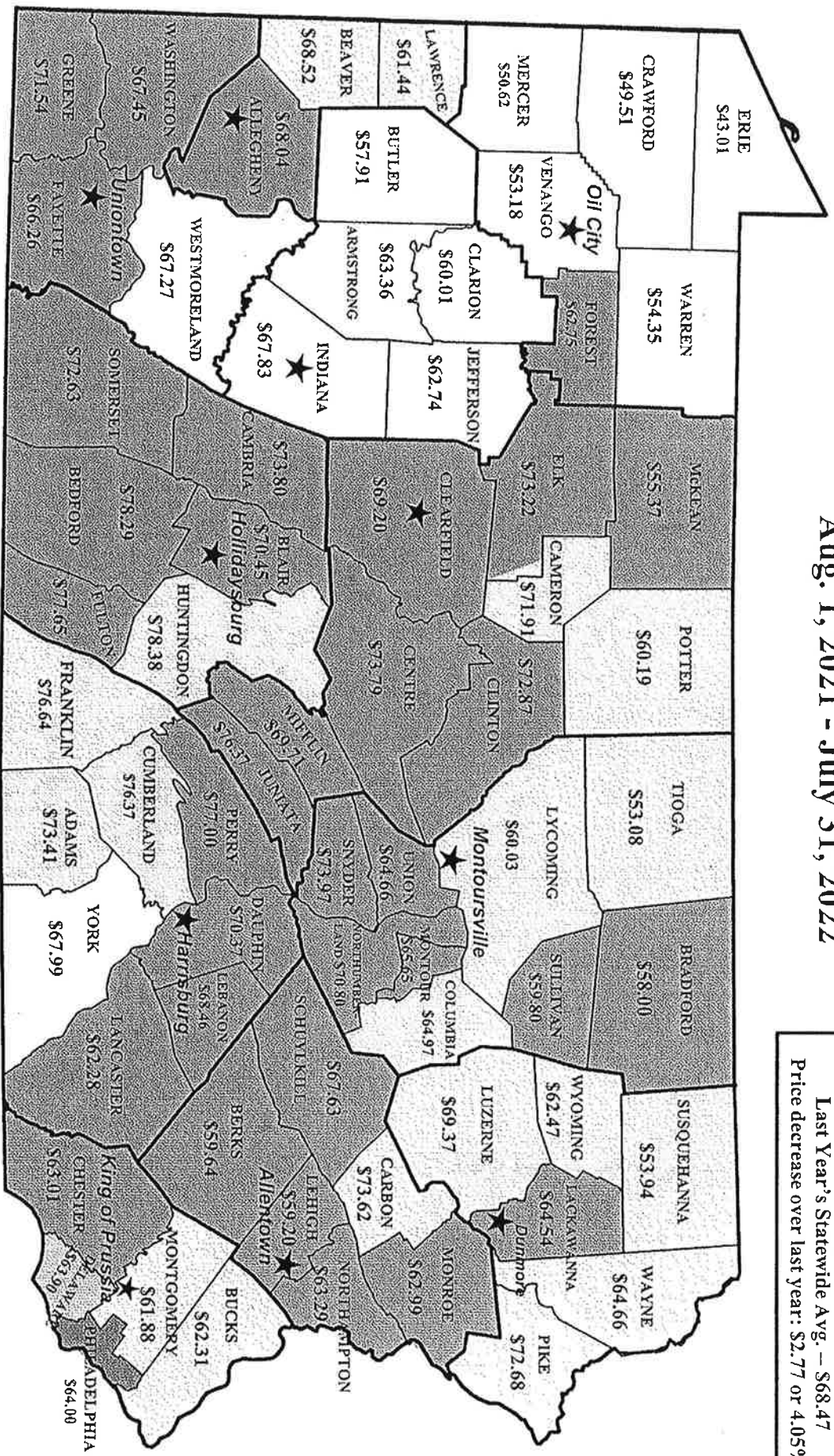
I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10458** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

# Department of General Services Sodium Chloride (Bulk Road Salt) Aug. 1, 2021 - July 31, 2022

**Quick Facts**  
 Highest: Huntingdon \$78.38/ton  
 Lowest: Erie \$43.01/ton  
 Statewide Avg. — \$65.70/ton  
 Last Year's Statewide Avg. — \$68.47  
 Price decrease over last year: \$2.77 or 4.05%



**AMERICAN**  
34 counties

**CARGILL**  
17 counties

**COMPASS**  
12 counties

**MORTON**  
2 counties

**EASTERN**  
1 county

**RIVERSIDE**  
1 county

**4600016537 - American Rock  
Salt**

<b>County</b>	<b>Cumulative Estimate</b>	<b>County Bid Price</b>
Forest	2,289	\$62.75
Centre	24,572	\$73.79
Clearfield	24,874	\$69.20
Clinton	8,054	\$72.87
Elk	9,412	\$73.22
Juniata	2,545	\$76.37
McKean	14,283	\$55.37
Mifflin	6,408	\$69.71
Bradford	16,548	\$58.00
Montour	3,946	\$65.65
Northumberland	20,409	\$70.80
Snyder	5,070	\$73.97
Sullivan	3,791	\$59.80
Union	5,944	\$64.66
Lackawanna	58,239	\$64.54
Berks	37,460	\$59.64
Lehigh	30,563	\$59.20
Monroe	27,952	\$62.99
Northampton	40,689	\$63.29
Schuylkill	27,890	\$67.63
Chester	45,825	\$63.01
Dauphin	25,211	\$70.37
Lancaster	15,870	\$62.28
Lebanon	16,554	\$68.46
Perry	8,050	\$77.00
Bedford	7,160	\$78.29
Blair	18,929	\$70.45
Cambria	37,538	\$73.80
Fulton	4,506	\$77.65
Somerset	28,687	\$72.63
Allegheny	127,561	\$68.04
Fayette	30,847	\$66.26
Greene	12,526	\$71.54
Washington	69,068	\$67.45



Organization Name	State-County	Stockpile Capacity	Initial Tons Required	Winter Tons Required	Total Tons Required
Harmony Borough	PA-Butler	100	0	100	100
Jackson Township	PA-Butler	2500	300	1700	2000
Jefferson Township	PA-Butler	900	0	1500	1500
Lancaster Township	PA-Butler	300	300	500	800
Marion Township	PA-Butler	100	20	20	40
Mars Area School District	PA-Butler	130	78	52	130
Mars Borough	PA-Butler	154	0	300	300
Mercer Township	PA-Butler	25	0	100	100
Muddy Creek Township	PA-Butler	300	150	350	500
Oakland Township	PA-Butler	150	150	200	350
Penn Township	PA-Butler	850	500	1300	1800
Prospect Borough	PA-Butler	22	0	110	110
Seven Fields Borough	PA-Butler	125	0	400	400
Slippery Rock Borough	PA-Butler	800	300	300	600
Slippery Rock Township	PA-Butler	175	50	150	200
Summit Township	PA-Butler	1000	200	1300	1500
UPMC Passavant Cranberry	PA-Butler	25	0	425	425
WASHINGTON TOWNSHIP	PA-Butler	500	0	100	100
Winfield Township	PA-Butler	250	0	1000	1000
Worth Township	PA-Butler	260	20	220	240
Zelienople Borough	PA-Butler	300	0	700	700
	Participants: 42	38292	10434	25416	35850
Adams Township	PA-Cambria	200	500	500	1000
Barr Township	PA-Cambria	50	50	100	150
Blacklick Township	PA-Cambria	100	25	75	100
Brownstown Borough	PA-Cambria	50	50	100	150
Cambria County	PA-Cambria	22	70	70	140
Cambria Township	PA-Cambria	300	200	200	400
Carrolltown Borough	PA-Cambria	44	80	80	160
Chest Township, Cambria County	PA-Cambria	22	0	22	22
Conemaugh Township of Cambria County	PA-Cambria	200	50	175	225
Cresson Township	PA-Cambria	500	0	500	500
Croyle Township Supervisors	PA-Cambria	75	50	250	300
Daisytown Borough	PA-Cambria	44	22	22	44
Dale Borough	PA-Cambria	150	25	125	150
East Conemaugh Borough	PA-Cambria	45	22	110	132
East Taylor Township	PA-Cambria	88	50	100	150
Ebensburg Borough	PA-Cambria	100	100	250	350
Elder Township	PA-Cambria	25	20	120	140
Ferndale Borough	PA-Cambria	250	250	0	250
Gallitzin Borough	PA-Cambria	25	25	275	300

Organization Name	State-County	Stockpile Capacity	Initial Tons Required	Winter Tons Required	Total Tons Required
Geistown Borough	PA-Cambria	75	75	325	400
Hastings Borough	PA-Cambria	44	44	44	88
Johnstown, City of	PA-Cambria	400	100	1800	1900
Lilly Borough	PA-Cambria	23	100	0	100
Lorain Borough	PA-Cambria	22	22	22	44
Lower Yoder Township	PA-Cambria	75	200	600	800
Middle Taylor Township	PA-Cambria	22	20	120	140
Nanty Glo Borough	PA-Cambria	75	60	200	260
Northern Cambria Borough	PA-Cambria	150	0	1000	1000
Patton Borough	PA-Cambria	300	75	75	150
Portage Borough	PA-Cambria	70	20	50	70
Portage Township	PA-Cambria	75	80	180	260
Reade Township	PA-Cambria	100	0	100	100
Richland Township	PA-Cambria	300	400	2600	3000
Saint Francis University	PA-Cambria	88	20	140	160
Slippery Rock University	PA-Cambria	90	80	520	600
South Fork Borough	PA-Cambria	75	50	200	250
Southmont Borough	PA-Cambria	100	100	300	400
Stonycreek Township	PA-Cambria	22	175	175	350
Summerhill Township	PA-Cambria	50	50	50	100
Susquehanna Township	PA-Cambria	150	150	150	300
University of Pittsburgh at Johnstown	PA-Cambria	44	0	400	400
Upper Yoder Township	PA-Cambria	400	900	1500	2400
Washington Township Supervisors	PA-Cambria	88	44	44	88
West Carroll Township	PA-Cambria	200	75	75	150
West Taylor Township	PA-Cambria	75	0	65	65
Westmont Borough	PA-Cambria	300	0	900	900
	Participants: 46	5703	4429	14709	19138
Emporium Borough	PA-Cameron	75	150	150	300
GROVE TOWNSHIP	PA-Cameron	22	22	0	22
Shippen Township	PA-Cameron	300	100	700	800
	Participants: 3	397	272	850	1122
Banks Township	PA-Carbon	66	44	44	88
Bowmanstown Borough	PA-Carbon	24	40	20	60
East Penn Township	PA-Carbon	500	50	700	750
Franklin Township	PA-Carbon	275	25	275	300
Jim Thorpe Borough	PA-Carbon	60	60	340	400
Lansford Borough	PA-Carbon	40	22	138	160
Lehigh Township	PA-Carbon	22	22	22	44
Lehighton Borough	PA-Carbon	200	160	240	400



CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10459

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,  
PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER  
AND/OR HIS DESIGNEE TO TAKE ANY AND ALL ACTIONS  
NECESSARY TO EXTEND AN INTERGOVERNMENTAL AGREEMENT TO  
PROVIDE POLICE SERVICES IN DALE BOROUGH EFFECTIVE  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026.**

**WHEREAS**, the City of Johnstown, in an Intergovernmental Agreement dated October 12, 2016 and authorized by Ordinance No. 5206 of 2016 agreed to provide police services to the Borough of Dale, Cambria County for a period of five years; and

**WHEREAS**, the City of Johnstown and the Borough of Dale have mutually agreed to extend said Agreement for an additional five-year period; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Johnstown, Pennsylvania, that the Interim City Manager is hereby authorized and directed to take any and all actions necessary to extend said Intergovernmental Agreement, in the form attached hereto and incorporated herein, for an additional five-year period expiring September 30, 2026

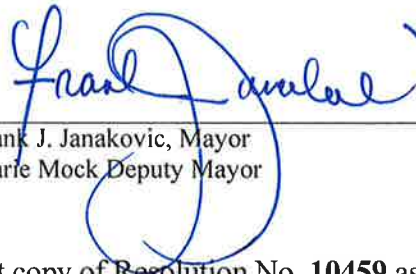
**ADOPTED:**

October 13, 2021

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 foregoing is a true and correct copy of Resolution No. 10459 as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

**THE CITY OF JOHNSTOWN – DALE BOROUGH**  
**POLICE SERVICES AGREEMENT**

THIS AGREEMENT MADE effective the \_\_\_\_\_ day of October 2021, by and between the **CITY OF JOHNSTOWN**, a Pennsylvania Municipal Corporation, with an office address of 401 Main Street, Johnstown, Cambria County, Pennsylvania (hereinafter "CITY"),

AND

**BOROUGH OF DALE**, a Pennsylvania Municipal Corporation, with an office address of 810 Bedford Street, 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 police services relative to enforcement of all Statutes and Laws of the Commonwealth of Pennsylvania, and Ordinances of the BOROUGH (including but not limited to the Pennsylvania Motor Vehicle (75 P.S. § 101, et seq.) and Pennsylvania Crimes Code (18 Pa. 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 Cooperation Act (53 P.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 service; 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 such 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**, the CITY and BOROUGH entered into a previous contract for law enforcement services in or about October 2016 which provided for law enforcement services to be provided from October 1, 2016 through September 30, 2021; and

**WHEREAS**, to the extent the current contract is expiring, it is the mutual and joint intent of the parties that the CITY will continue providing services as provided for herein for a new term to begin as of October 1, 2021 and continue through September 30, 2026; 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 the mutual promises contained above and hereinafter, the parties agree as follows:

1. The above set forth recitals are incorporated herein as though set forth more fully and completely.
2. 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 CITY.

- b. Except as otherwise hereinafter provided, the level of service shall be that same basic level of service that is provided for the Incorporated area of the CITY, by said 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 dispute through a meeting and discussion by a committee composed of the CITY Police Committee, the Chief of Police, and an appointed Council Member 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 also shall 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 insure each officer of the department will be certified by the Pennsylvania Municipal Police Training Commission with yearly updates completed.
3. CITY, through its police department, shall provide law enforcement services to the BOROUGH as follows:

**a. PATROL SERVICE:**

- i. The CITY shall have sufficient officers on patrol duty to patrol the areas of the CITY and BOROUGH, twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year during all years of this Agreement. 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.
- ii. 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 purposes 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 provided for by the BOROUGH's ordinances.
- iii. Maintain periodic security checks of areas identified by the BOROUGH, and agreed to by the CITY, which are located within the limits of BOROUGH. Report incidents existing

within the BOROUGH to the proper authority, (i.e., signs, lights out, doors open, street lights out, etc.).

**b. INVESTIGATIVE SERVICE:**

- i. The officer on patrol shall investigate to a proper conclusion all alleged crimes committed in the BOROUGH, all traffic accidents, and respond to citizens' complaints of a similar nature to complaints handled within the CITY, prosecute persons believed to have committed violations of the criminal or traffic laws in the appropriate court.
- ii. Investigate accidents occurring within the limits of BOROUGH which are of a type or similar in nature to those now and hereinafter investigated within the limits of the CITY.
- iii. Respond to complaints and requests which are of a type and similar in nature to those now hereafter responded to and investigated within the limits of the CITY.
- iv. Prosecute, in the courts having jurisdiction, those persons believed to be responsible for violations of criminal law, traffic law, and other regulations of a type and similar in nature to those now hereafter responded to and investigated within the limits of the CITY.

**c. ADMINISTRATIVE SERVICE:**

- i. The CITY Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all services rendered to the BOROUGH.
- ii. The CITY Police Department shall provide the BOROUGH with monthly and yearly police activity reports setting forth an account of services rendered hereunder.
- iii. The CITY Police Department shall submit to the state and

federal governments all required and necessary reports, that are of a type or similar in nature to those that are now or hereafter submitted by the CITY.

iv. 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, 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, stationery, notices and forms issued in the name of the BOROUGH, which items shall be supplied by the TOWNSHIP at 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 engaged in performing any such service and function, all of the powers and authority conferred by law to the BOROUGH while performing services for the BOROUGH.

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 BOROUGH, nor shall the BOROUGH assume any liability other

than that provided for in this Agreement.

7. Except as herein otherwise specified, the BOROUGH shall not be held liable for compensation or indemnity to any CITY officer or employee 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, BOROUGH shall not be liable for worker's compensation to any CITY police officer for injury arising out of his employment at BOROUGH.
9. The parties agree that the police officers of the CITY are under the exclusive supervision and control of CITY, and CITY agrees, as such employer, to be responsible for any act or omissions of such police officers while on duty in BOROUGH, to the same extent CITY may be responsible for such acts committed within CITY. Notwithstanding the aforesaid, the parties agree that injury to 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 BOROUGH.** The parties hereto specifically agree and understand that there is no consolidation of police officers employed by the two parties provided for under this Agreement, that CITY is not receiving or accepting any police employees of BOROUGH, and that the discharge of or disposition of any police officers heretofore employed by BOROUGH is the sole responsibility of 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 purposes of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment including but not limited to workmen'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 employees 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. This 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 of 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 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 herein is intended to revoke,

abrogate or limit the same.

15. **Authority of CITY Police.** BOROUGH does hereby 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. **Term of Agreement and Termination.** The initial term of this Agreement shall be for a period of five (5) years commencing as of October 1, 2021 and ending at 11:59 p.m. on September 30, 2026.
17. **Early Termination.** Notwithstanding the five-year (5-year) term as provided for within Article 16 hereof, either party shall be free to and may terminate this Agreement upon the annual anniversary occurring on October 1<sup>st</sup> of each subsequent year as occurring on October 1, 2022; October 1, 2023; October 1, 2024; and October 1, 2025 by giving written notice to the other party ninety (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 3<sup>rd</sup> of each year, with such being ninety (90) days in advance of October 1<sup>st</sup>. 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 withdrawal shall not be effective until the first (1<sup>st</sup>) 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 may renegotiate a similar Agreement for police services, under similar terms and conditions, on a yearly 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 the 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 as set forth herein.
20. **Compensation for Services Rendered.** Compensation for Services Rendered. The Borough agrees to pay the City the sum of Seventy-Seven Thousand Two Hundred Eighty-Five Dollars and Sixty-Six Cents (\$77,285.66) for the first (1st) year of the contract term hereof from October 1, 2021 through September 30, 2022 with a two percent (2%) 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 it is 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. BOROUGH agrees to assist and cooperate, at no cost to the BOROUGH, in any grant application for funds or equipment which in the opinion of CITY may be used or useful in providing services under this Agreement. Any equipment or property acquired pursuant thereto shall be and remain the sole property of CITY.
  23. If additional services in excess of those provided on a regular basis in CITY are desired by BOROUGH, such request shall be made in writing and a price agreed to prior to the provision of such services. Any such change must be approved by resolution of both CITY and BOROUGH at a public meeting of each.
  24. The duly appointed Chairperson/President and Secretary of the Council for the Borough of Dale and the appropriate officers of the CITY of JOHNSTOWN are hereby authorized and directed to execute the Police Service 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 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/or appointed officials, officers, members, employees, agents, attorneys, contractors and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including attorney's fees, in any lawsuit, including 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 this Agreement. Nothing in this agreement is intended to require indemnification for any property claim for which insurance is required to be maintained under the terms of this Agreement or any other law, rule, or regulation. The rights and obligations of CITY and 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 prior written consent of each party, be transferable to or assignable by either party to any person or entity, or be subject to alienation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary. This Agreement shall 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 Amount 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 to the respective parties:

**Borough of Dale**  
810 Bedford Street  
Johnstown, Pennsylvania 15902-1753

**City of Johnstown**  
401 Main Street  
Johnstown, Pennsylvania 15901

31. **Agency.** The parties acknowledge that no party is an agent of the other party.
32. **Compliance with 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 or 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 Preparation.** This Agreement is to be deemed 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.** This Agreement shall be construed according to, be subject to and be governed by the laws of the Commonwealth of Pennsylvania.

*[Remainder of Page Left Intentionally Blank – Signatures Appear on Next Page]*



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day first above written.

**ATTEST:**

  
\_\_\_\_\_

**CITY OF JOHNSTOWN:**

  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**BOROUGH OF DALE:**

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