



CITY OF JOHNSTOWN
CITY COUNCIL AGENDA
ANTHONY C. TRUSCELLO
COUNCIL CHAMBERS

WEDNESDAY, JUNE 10, 2026
REGULAR MEETING - 6:00 P.M.

City Council

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF MINUTES: City Council Workshop Minutes for May 6, 2026, Public Hearing Minutes for May 13, 2026, & Regular City Council Minutes for May 13, 2026.

PROCLAMATIONS, AWARDS, HONORS, RESOLUTIONS OF RECOGNITION:

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

REPORTS:

CITY MANAGER:

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

PETITIONS:

ORDINANCES FOR SECOND READ

ORD# 5381 AN ORDINANCE AMENDING ORDINANCE NO. 4535 ADOPTED JULY 11, 1990
AMENDING 1068.01 DEFINITIONS TO INCLUDE THE ESTABLISHMENT OF COMMUNITY EVENTS

RESOLUTION:

RESOLUTION #10776

A RESOLUTION OF JOHNSTOWN CITY COUNCIL DESIGNATING JOHNSTOWN, PA AS A BEE CITY USA® AFFILIATE.

RESOLUTION #10777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A STIPULATION FOR SETTLEMENT IN THE MATTER OF *PENNSYLVANIA LINES, LLC, ITS AFFILIATES AND SUBSIDIARIES, INCLUDING NORFOLK SOUTHERN RAILWAY COMPANY v. CAMBRIA COUNTY BOARD OF ASSESSMENT APPEALS*, NO. 2025-4732, PENDING IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY.

RESOLUTION #10778

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING THE INSTALLATION OF SIGNAGE FOR THE 9/11 NATIONAL MEMORIAL TRAIL WITHIN THE CITY LIMITS.

RESOLUTION # 10779

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, EXONERATING AND/OR CORRECTING DELINQUENT TAXES FOR CERTAIN PROPERTIES LOCATED IN THE CITY OF JOHNSTOWN AND OWNED BY JOHNSTOWN REDEVELOPMENT AUTHORITY AND PART OF THE LAND BANK

RESOLUTION# 10780

RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, FOR THE PURCHASE AND INSTALLATION OF A VERTICAL LIFT PLATFORM

RESOLUTION# 10781

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING A CONDITIONAL USE FOR PLEASANT HILL BAPTIST CHURCH LOCATED AT 280 EBENSBURG ROAD.

RESOLUTION# 10782

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING STANDARD BRIDGE REIMBURSEMENT AGREEMENT R26090006 BETWEEN THE CITY OF JOHNSTOWN AND THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT R26090006 REGARDING THE DELLWOOD STREET REHABILITATION BRIDGE PROJECT.

NEW BUSINESS:

Planning Commission Appointment- Tomas Casals resignation—appoint new member term ending 1/31/2027

OLD BUSINESS:

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

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

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

RECESS/ADJOURNMENT:

NEXT REGULARLY SCHEDULED COUNCIL MEETING – July 8, 2026, at 6:00 p.m.

JOHNSTOWN CITY COUNCIL
WORKSHOP MEETING MINUTES
Wednesday, May 6, 2026

The Greater Johnstown City Council met in a stated session for special business.
Mayor Sylvia King called the meeting to order at 5:00 p.m.

Mayor King offered the invocation. The Pledge of Allegiance was recited.

The following members of Council were present for roll call:

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

Taylor Clark was absent from the meeting.

Art Martynuska, City Manager; Mike Capriotti, Assistant City Manager; Carmen Truscello, Public Works Director; Aimee Willett, Solicitor; Jennifer Burkhart, Executive Secretary; Jim McCann, Fire Chief; Tony Penna, Recreation Director; John Rutledge, Economic Development Director; Mark Britton, Police Chief; Brandon Palmer, EADS Group; Brooke Chambers, Aspire; Allie Hoffman, Aspire; Elizabeth Shaffer, Laurel Municipal; Melissa Stiles, Laurel Municipal; Lisa Rager, Visit Johnstown; Jon Bosio, MERJE Design; Rob Forcey, Vision Together; Justin Steinbugl, PA Code Alliance; Rebecca Dulany, PA Code Alliance; Karen Welsch, UpStreet Architects; Jeff Kent, Maher Duessel; Jon Tilelli, Maher Duessel; and Cara Nicoletti, Maher Dussel were also present.

PROCLAMATIONS: NATIONAL PROVIDERS DAY

Mayor King shared a proclamation with Christy Leito and Brandon Ward representing The Learning Lamp:

Whereas the Learning Lamp, Early Childhood Alleghenies and organizations nationwide are recognizing childcare providers on this day. And whereas the childcare system supports children's growth, development and educational advancement while creating positive economic impacts for families and communities. And whereas childcare providers are essential to the health and well-being of our communities by fostering safe and welcoming environments, supporting working families and helping children develop lifelong skills. And whereas the City of Johnstown recognizes that childcare has been and continues to be a vital lifeline for families, communities and the economy and has taken steps to support providers in sustaining the viability of these essential services. And whereas support for affordable, accessible, high quality childcare represents a meaningful commitment to helping families work, promoting children's healthy development and learning and

strengthening our economy. Now, therefore, I, Sylvia King, Mayor of the City of Johnstown, Pennsylvania, do hereby proclaim May 8, 2026 as Provider Appreciation Day in Johnstown, Pennsylvania, and urge all citizens to recognize and honor childcare providers for their invaluable contributions to our community.

SOLICITOR REPORT

Aimee Willett, Solicitor, noted a public hearing scheduled for May 13, 2026, at 5:00 p.m. for the comprehensive plan. A hearing was required by statute before City Council could act on the comprehensive plan. She requested City Council to meet for Executive Session during the following week regarding pending and threatened litigation.

WORKSHOP ITEMS

Prior to the workshop items, Art Martynuska, City Manager, provided remarks on the recent violence in the City, which had stretched the City's resources. He gave credit to public safety officials, especially the Police Department, for their response. He stated all avenues are monitored to curtail the violence. There are internal efforts, in addition to working with state and federal groups, to enhance the safety of residents and visitors. He stressed the importance of the public knowing everyone is working together regarding initiatives and ideas to help curtail incidents.

Mr. Martynuska shared current efforts that included applying technology as a force multiplier, camera systems, and drones tied into the Real Time Crime Center. He thanked Council for their support.

PA Code Alliance

Justin Steinbugl, PA Code Alliance (PMCA), provided an introduction to his company. He explained PMCA works as an extension of municipalities. PMCA focuses on educating and creating partnerships in the community to foster compliance and eliminate issues that arise when codes or ordinances are not maintained. PMCA is local with an office about 25 minutes away and staff throughout Central Pennsylvania. Services are provided to just over 170 municipalities, including Dale, Windber, Somerset, and Altoona. Mr. Steinbugl provided information on the code's enforcement team experience and PMCA's philosophy for code enforcement. PMCA uses their own platform, Community Core. The Community Core platform allows PMCA to track all code enforcement, inspections, and plan reviews. The platform also allows residents to apply online for building permits and pay

online. Municipal leadership has visibility into all actions of PMCA on Community Core.

Mr. Steinbugl shared details of regulated rental inspections by PMCA's team with the code enforcement officers. The in-house team in Chambersburg maintains a database for regulated rentals. PMCA schedules inspections, ensures someone is present for the inspection, and follows through with improvements, which would take the entire workload off of the City staff. PMCA is proud of their good relationships with property owners.

Mr. Steinbugl discussed following the Uniform Construction Code (UCC). PMCA has seven plan examiners. Community Core allows contractors residents to submit their plans electronically if desired, which adds another layer of convenience.

PMCA has a team of building inspectors. Mr. Steinbugl explained PMCA does not work with a municipality if it is unable to commit. All inspections are recorded in Community Core. PMCA has options for remote inspections if the municipality is interested.

Mr. Steinbugl reiterated Community Care is the complete database for PMCA, which adds convenience for the municipality, residents, and contractors to submit applications and payments online. Each month an executive report is provided to municipal leadership reflecting the actions of PMCA that month for code enforcement, regulated rentals, and inspections.

Mr. Steinbugl recommended appointing PMCA as the building code official, which would allow PMCA to support UCC and implement Community Core. If the City were interested in regulated rental inspections, the City could adjust the fee schedule to make the program revenue neutral, aligning the fee schedule with PMCA's schedule. Regarding code enforcement, PCMA could supplement with two to three days a week in the field and one day doing follow-up to ensure activities are moving down the right track.

Mr. Hamacek asked, if PCMA did code enforcement, would it only respond to complaints received by the City or if PMCA would go out and look for violations. Mr. Steinbugl replied PCMA could do both. He noted, in many communities, code enforcement is complaint driven; however, in larger municipalities, PCMA is proactive in issuing notices of violations. He added the City would decide PCMA's actions.

Mr. Hamacek asked if the City would retain records from code enforcement or rental inspections should PMCA stop working with the City. Mr. Steinbugl confirmed all records are the property of the municipality.

Mr. Spinelli asked Mr. Martynuska if PCMA would be supplemented or be a substitute for Laurel Municipal. Mr. Martynuska stated PCMA could be either a substitute or supplement. He asked Mr. Steinbugl to describe how PCMA works with Altoona. Mr. Steinbugl explained Altoona has an in-house codes team that does most of the code enforcement. PCMA assists with commercial building inspections. Altoona allows the permit applicant to choose which organization to work with on their application. He noted every municipality is a little bit different.

Mr. Barber noted Johnstown previously worked the same way as Altoona.

Mr. Spinelli asked what Johnstown currently allowed. Mr. Martynuska confirmed Johnstown only has Laurel Municipal for commercial inspections. He stated the concept was to be proactive instead of reactive.

Rebecca Dulany, PA Code Alliance, explained a sweep would work by PMCA sending out a team to document all the found instances after which dated letters would be sent. The letters would include follow-up dates for when PMCA would do follow-up site visits to see if there was compliance. If there was not compliance, PMCA would proceed to the next steps which would depend on the violation.

Mr. Barber asked what the turnaround time would be for violations that do not comply, specifically asking how long it would take for PMCA to submit a violation to the magistrate for a court date. Ms. Dulany stated the approximate time would be 30 to 45 days. She explained the steps between the initial letter and citation phase.

Mr. Hamacek asked if PMCA would go to the court hearing. Ms. Dulany replied PMCA works closely with solicitors when needed but will handle small matters themselves.

Ms. Brandon-Taylor noted in Johnstown there are many LLCs. She asked if PMCA had experience with LLCs and what they do to contact the owners. Ms. Dulany stated PMCA has special tools to track down who owns the LLC. If the owner is out-of-state, the additional challenge sometime requires assistance from the City or solicitor. She added PMCA is used to dealing with LLCs.

Mayor King questioned the payment arrangement with PMCA. Mr. Steinbugl shared PMCA's fee process in which they work off a percentage of a City's fee schedule or the City adopts PMCA's fee schedule. With regulated rentals, PMCA would recommend raising the fee from \$50 per residence to \$82.50 per residence, which would cover PMCA administering the whole program. Code enforcement would be at an hourly rate, and he presented a slide showing a breakdown comparing PMCA's fees for one person to the cost of a full-time codes officer. He explained a sweep would be front loaded in the beginning of a partnership, and the hours would taper off. He noted there is no retainer and no minimum number of hours. PMCA is supplemental to the City's code enforcement team. He added the City would be receiving an experienced person who knows how to accomplish the job.

Ms. Brandon-Taylor asked Mr. Martynuska what the agenda was for using PMCA and if it would lessen the load on the fire department. Mr. Martynuska stated the fire department would still be utilized for property maintenance; however, PMCA would definitely help with codes. He noted several people had been interviewed for the third codes officer position with no success. He stated PMCA would be another set of eyes and ears and the sweep component would cover the City from one to the other. PMCA would help with the follow-up which appears to be the biggest pinch point.

Ms. Brandon-Taylor asked if the City would be doubling up with both PMCA and Laurel Municipal. Mr. Martynuska had not discussed the work model as he wanted PMCA to present to Council before getting further into the conversation.

Mr. Arnone asked how long the City had Laurel Municipal and the percentage success of Laurel. Mr. Martynuska stated the City had Laurel for about a year, and Laurel would be reporting later in the meeting.

Mr. Barber suggested Laurel present next to respond, so there could be a comparison. He noted, in the Laurel report, there were still eight violations listed from September 2025 that have not been followed up on. He questioned if PMCA would work the same way.

Ms. Dulany explained situations where PMCA would be waiting on information. She noted, for basic follow-up and next steps, there should not be that long of a wait.

Mr. Spinelli commented on the cost comparison, noting PMCA would be paid the same as a full-time person but would only be providing a part-time person.

Mr. Steinbugl reiterated PMCA would be supplemental. He agreed the City could speak with municipal officials in Somerset and Windber for their opinions on PMCA's work.

Laurel Municipal

Elizabeth Shaffer, Laurel Municipal, presented a workflow breakdown Laurel's process for property maintenance. Laurel requires an initial complaint form from the municipality signed by a Council member or employee. Laurel charges \$85 per case. Residents are told to call the City to submit complaints. After receiving the complaint, Laurel conducts a complete inspection based on the initial complaint. A notice of violation is sent giving the person 30 days for compliance as recommended by Laurel's solicitor. If the person appeals, the matter goes to a separate appeals board to explain the reason for appealing.

Ms. Shaffer explained the steps before taking the matter to court, such as assuring compliance before charges are filed with the magistrate. Ms. Shaffer will check with the City on the proper action. If the violation is cleared up, the case is closed. She noted, at the magistrate level, the case proceeds depending on the magistrate's decision. If the person is found guilty, then Laurel's case is usually closed and turned over to the City solicitor.

Mr. Barber stated Laurel's report reflected 96 cases were closed by Laurel. He asked how many were remediated and how many were due to being unable to track down the owner. Ms. Shaffer was unable to provide a number as the property maintenance manager for the cases, James King, was released in February 2026. Laurel was working to catch up on his cases.

Ms. Shaffer explained, when Mr. King was let go, he wiped his computer of all evidence for all cases located in Johnstown. She explained Laurel's efforts thus far to recover any evidence from the computer. In addition, Mr. King did not keep any paper copies. Ms. Shaffer noted Laurel had a backup system, which Mr. King failed to use.

Ms. Brandon-Taylor asked what system Laurel would use moving forward to ensure a rogue employee did not wipe files again. Ms. Shaffer stated Laurel would no longer give employees their own laptop. The employees will be required to work at the Carrolltown office, so all files are backed up to the cloud. Mr. King was released March 10, 2026. Ms. Shaffer confirmed Laurel had known for about a couple weeks of Mr. King's actions.

Ms. Brandon-Taylor asked what Laurel's call to action looked like for the cases where the information was wiped. Ms. Shaffer has the addresses from the last

monthly update provided to Council from Mr. King and will reinspect all of the open cases Laurel has with no evidence.

Ms. Brandon-Taylor asked if Laurel receives the \$85 fee upon completion of the violation or if they are paid to initially take the case. Ms. Shaffer stated Laurel invoices the City after the initial inspection and notice of violation are sent. She confirmed Laurel had already been paid for the cases in limbo, which will be completed first. The City would not be paying a second time.

Mr. Barber commented Laurel seemed to be putting the blame for all of the cases on Mr. King. He noted recently talking to the owner of one of the cases on the report.

Mr. Hamacek asked who was Mr. King's superior. Ms. Shaffer confirmed his superior was Melissa Stiles. Mr. Hamacek questioned if there should be correspondence that the City could see where a property should be in the process.

Mr. Barber stated the system being used by the City was Edmonds, which Ms. Shaffer confirmed Laurel does not use. Mr. Hamacek commented the system allows the City to see what code violations were entered and have a record of the actions. Ms. Shaffer stated if Mr. King was using the City's system, Laurel was unaware.

Mr. Barber echoed Mr. Hamacek's concerns over the chain of command. Ms. Shaffer stated Ms. Stiles was receiving the same monthly updates as City Council.

Ms. Brandon-Taylor expressed concerns regarding the lack of an action plan and the lack of accountability. She questioned what was going on with codes prior to Laurel's rogue employee.

Mr. Barber stated none of the City's code officers had been trained to do codes prior to recently. The latest City code report was the best he had seen yet with 136 violations issued.

Mr. Spinelli asked what the dates were for the graph Laurel provided to Council. Ms. Shaffer stated, since January 2025, Laurel has received 186 complaints from the City. 96 complaints were closed, 72 were still open, and she had not worked on the 19 complaints received since March as Laurel was trying to figure out Mr. King's cases.

Mr. Arnone asked how long Mr. King had worked for Laurel. Melissa Stiles, Laurel Municipal, stated Mr. King started January 1, 2025. Ms. Stiles reviewed

Laurel's work with the City 2012, taking over as the City's building code official about a year ago. Laurel agreed to employ Mr. King as one of its employees from the City. Mr. King would remain in the City and have an office in City Hall. Ms. Stiles learned from Mr. Martynuska, Mr. Capriotti and Judge Price that Mr. King was not attending court hearings.

Mr. Hamacek questioned how Mr. King was paid if the City had only turned in 186 cases in a year. Ms. Stiles stated Laurel was able to pay Mr. King because Laurel covers 60 municipalities.

Ms. Brandon-Taylor questioned why the City had only turned over 186 cases. Mr. Martynuska replied to the City triages cases and turns the more severe cases over to Laurel with the less severe cases being handled in-house.

Mr. Barber questioned whether Ms. Stiles, out of the 96 closed cases, knew how many were closed due to remediation or due to not being able to locate the property owner. Ms. Stiles stated some were remediated but some may have been out-of-state owners or LLCs. She offered to provide an answer the next morning for Mr. Barber.

Mr. Martynuska asked if Laurel intended to move forward with criminal charges over the wiping of documents. Ms. Stiles confirmed charges would be filed.

Mr. Spinelli asked how many cases the City logged in-house for the same period that Laurel had 186 cases. Mr. Capriotti offered to obtain the matrix.

Mr. Barber asked how close the City was to being able to go back to the way it was when the City went to the magistrate themselves. Mr. Capriotti stated the City was close as it had been awarded an ORI (Originating Agency Identifier) and staff was going through training related to filing criminal charges. Mr. Martynuska noted the need for added staff. Mr. Capriotti noted additional work to be done with the police chiefs working through the training process. Both code officers are doing an online module and will have to take certification exams.

Mayor King questioned the period of time was between the City receiving a complaint and the complaint being sent to Laurel. Mr. Capriotti explained, within three days of receiving a complaint, code officers determine if, based on their inspection, the case will be sent to Laurel or handled internally.

Ms. Shaffer stated, once received, Laurel is sometimes able to go out the same day, but if busy, it may take two days for the inspection to transpire.

Mr. Spinelli understood, from a security perspective, Laurel would no longer allow cases to be logged in Johnstown. He asked if Laurel anticipated the quality or quantity of work to suffer if the employee had to return to Carrolltown before doing their work. Ms. Shaffer replied the work would not suffer as Laurel is down in Johnstown every day. She has 280 cases in other municipalities across multiple counties, and she does well with those cases.

Mahe Duessel

Jeff Kent, Mahe Duessel, explained Mahe Duessel began working with the City in March 2026. He stated the presentation would provide Council financial information for discussion throughout the year. He stated the PowerPoint provided high level summaries. Mahe Duessel was in the process of developing financial reports for management and Council. He noted more detailed information would be provided monthly.

In terms of the financials, Mahe Duessel would focus mainly on general funds, providing additional material as Mahe Duessel learns of the required information by Council for decision making. In March and April 2026, Mahe Duessel worked to gain an understanding of the systems, processes and activities to develop an internal financial reporting framework. Mahe Duessel is providing limited support to Wessel and Co. for the 2025 audit but is focused on 2026 financials.

Mr. Kent explained that one of Mahe Duessel's big roles is to provide assistance and be a resource for management and staff. He outlined Mahe Duessel's work with assisted with required reporting for grant funding, bank reconciliations to ensure being up-to-date and accurate, and the upcoming priorities that include designing and implementing a monthly close process for staff.

Mr. Kent reported Mahe Duessel would assist with finalizing the 2025 audit and merge activity from the 2025 audit into what Mahe Duessel is doing for 2026.

Mr. Kent presented high level financial information, showing the cash balances as of March through the first quarter of the year. He noted the biggest balances are the general fund, capital investment fund, and ARPA with the rest of the funds being more specific.

Jon Tilelli, Mahe Duessel, pointed out the ARPA funds need to be spent by the end of 2026. Any remaining balance will be returned to the Treasury unless the date is extended. Mr. Kent explained the balances being made up of restricted

and unrestricted funds. Mr. Arnone commented the ARPA funds are committed.

Mr. Kent discussed the revenue and expenses. He noted Council would see the revenue numbers increase over the next couple of months. He noted a significant part of the budget is the state pension aid; however, the funds come in later all at once. Expenses were more consistent with the expenditures, roughly a quarter of what was budgeted. He stated the expenses are higher than the previous year, mainly due to personnel costs, specifically in the public safety areas.

Mr. Kent showed a slide with revenue components including real estate tax, local taxes, state aid, and service contracts. He presented a summary of expenditures by function with a year-to-date balance and percentage of budget. He noted some expenditures only happen at the beginning of the year such as insurances. He pointed out that personnel drives the overall expense activity.

Mr. Spinelli asked why the debt service was lagging.

Mr. Kent replied the big debt service payments are typically only paid twice a year in April and October. The April principal payment would show about a month after the numbers in the presentation with what was shown being interest payments.

Mr. Kent noted year-over-year personnel costs for the first quarter. The increases in police and fire were largely driven by increased headcounts and collective bargaining implementations. Public works had decreased due to a reduction in personnel. He noted the 2016 general obligation note issuance will be paid in full in 2026.

Mr. Tilelli commented the 2016 payment is in May with the 2020 general obligation bond being the previously mentioned April payment.

Mr. Kent stated Council would see an increase on the next report for the debt service expense.

Mayor King noted Mr. Kent indicated Maher Duessel was assisting Wessel with the 2025 audit and asked if the findings had been cleared up. Mr. Kent replied Maher Duessel was assisting as needed with the 2025 audit but is more focused on 2026 activity.

Mr. Tilelli expected many of the same findings as the previous year, mainly related to reconciliation and procurement. Mr. Kent pointed out the establishment of monthly processes should help clarify matters for the next audit.

Ms. Willett stated a finding last year and in previous years was to have a procurement policy in place. She noted a procurement policy was put in front of Council in December but tabled for additional time for review. In the meantime, it was asked if the policy needed to be an ordinance as the City has a procurement manual. Wessel indicated an official ordinance approved by Council was needed. She intended to have an ordinance for Council to consider in June.

Mr. Spinelli asked if Council could expect reports from Maher Duessel monthly.

Mr. Kent stated Maher Duessel wanted to work towards recurring financial information, such as a monthly report.

Mr. Spinelli asked who they envisioned to be the main presenter, citing concerns about billing. Mr. Kent indicated Maher Duessel is working on a fixed fee, so Council was making out by three people attending the meeting. He noted all three of them would be familiar with the account activity to allow for flexibility in who attends.

Mayor King asked if there would be some type of financial presentation at every meeting. Mr. Tilelli stated the intention was to update the PowerPoint presentation every month with new data. Council could request specific information be included.

Mr. Kent pointed out the presentation was meant to be a starting point with details added after the 2025 audit was complete. He noted the importance of consistent dialogue of the financial information.

Mr. Martynuska added a more granular report might be presented quarterly to give the Council a bigger snapshot.

Aspire

Brooke Chambers, Aspire, presented a spreadsheet overview of Aspire's upcoming grants. She noted daily changes to her spreadsheet with new opportunities. She stated opportunities were taking place now that the federal and state budget standstills are resolved. She shared a new opportunity through the Appalachian Regional Commission for federal funding for workforce development and revitalization opportunities.

Ms. Chambers reported on working on writing grants for Flood Mitigation Grant Program and the Greenways, Trails, and Recreations program. In addition to submitting new grants, she reported on working on research and assisting with reporting.

Ms. Chambers noted receiving an application for \$4,000 through the Community Foundation for pumps and generators. Since the beginning of 2025, the City has been awarded \$312,500 through grants. Aspire has worked on a number of pending applications. She is tracking grants not awarded, many of which could be attributed to the budget standstill.

Mr. Spinelli noted the City was awarded six grants since Aspire began at the beginning of 2025.

Ms. Chambers noted several pending grants. Aspire had to close out open grants, which were awarded prior to Aspire working with the City, but for which no reporting was done. She will provide another updated report for the next meeting.

Mr. Martynuska noted receiving a letter from Housing and Urban Development indicating the City was awarded \$2.85 million for the Public Safety Building.

Ms. Chambers responded to questions from City Council members regarding working on grants from start to finish and payment to Aspire for monthly flat fee retainer charges. Ms. Chambers discussed completing a project management proposal for RACP funding for the Public Safety Building for City Council's review.

Mr. Barber thanked Ms. Chambers for her work.

Mr. Spinelli asked how Council members could request that Aspire keep an eye out for different types of projects. Ms. Chambers noted Aspire has a monthly formal meeting with the City to review priorities in addition to regular email correspondence. Mr. Martynuska added Aspire sends the City potential grants, and the City will send Aspire information.

Mr. Arnone commented, as someone who has been on the Council for a while, the information presented by Ms. Chambers was the best information he had seen since starting on Council.

Visit Johnstown

Lisa Rager, Visit Johnstown, noted Visit Johnstown to be the destination marketing organization for Cambria County. Visit Johnstown facilitated a community wide-branding initiative to shape and share a new story about the Johnstown area. She noted the process was guided by a diverse brand development team. She explained branding is not a logo or a slogan but instead is the art of differentiation. She indicated, at its core, branding is a perception and promise, which Visit Johnstown has to consistently deliver on.

Ms. Rager stated the initiative is important to the City as it goes beyond tourism. The initiative is about growing the City's population, attracting new residents; positioning Johnstown as a desirable place to live, work and invest; keeping local dollars local; increasing Johnstown's tax base; and importing new dollars into the local economy. She explained, through funding support from the Community Foundation for the Alleghenies, Visit Johnstown engaged a nationally recognized expert to guide the process. A full community assessment was completed, and a brand development team was formed. Input was gathered from 1,600 public responses and stakeholder interviews. The brand direction is rooted in recreation with many local trails, waterways, and outdoor assets connecting directly to downtown. She added while recreation leads, a broader story is told including Johnstown's arts and culture; history and heritage; festivals; and resilience of the community.

Ms. Rager stated downtown is the centerpiece of the brand, because downtown is the first impression for visitors, a gathering place for residents, and the economic engine for small businesses. She stated the action plan is a detailed roadmap outlining what needs done, who is responsible, costs, funding resources, and timelines. The plan aligns branding, development, and marketing into a coordinated effort. She encouraged City Council to adopt and champion the brand as every decision made by Council can either work against or reinforce the brand. She added the effort is about getting everyone, public and private, on the same page and pulling in the same direction.

Ms. Rager shared one of the primary product development initiatives is a redeveloped wayfinding system. She explained what a wayfinding system is, noting a modern system is essential to the success of access for downtown. She noted the current system is outdated, in disrepair, creates confusion and signal neglect. Replacing the system with clear, attractive, and strategically placed signage will help visitors and residents easily find parking and key destinations while presenting a cohesive welcoming image.

Visit Johnstown and Vision Together worked with MERJE Design, a nationally recognized, Pennsylvania-based graphic design firm to conduct a comprehensive wayfinding assessment of Johnstown and develop preliminary design concepts that integrated the new brand. Ms. Rager explained the City's buy-in is essential in pursuing grants and funding opportunities. Ultimately the City would also be responsible for maintaining the wayfinding system going forward.

Jon Bosio, MERJE Design, presented information on the old wayfinding system which is no longer PennDOT or MUTCD (Manual on Uniform Traffic Control Devices) compliant with regard to copy height, reflectivity, typeface and number of messages. He explained MERJE had three potential options for wayfinding signs. The first option would be to reuse the existing poles while replacing the sign panels. The second option would also reuse the existing poles while adding shape to the new signs with the brand. The last option would be a modular panel which can be more easily updated in the future as things change.

Mr. Bosio noted there are very strict PennDOT regulations regarding design criteria. He stated MERJE's scope of work was to look at the wayfinding analysis and come up with a strategy on how to move forward with wayfinding as a big picture. He explained the system can be layered with many pieces which can be added over time.

Mr. Bosio was questioned by City Council members' as to the cost and Vision's willingness to assist the City with purchasing the equipment for the project. He explained the project could be thought about in three aspects. The first aspect was the administration and would include the budget, who is included in the system, and who would maintain the system. The second aspect is the design which MERJE has already been commissioned to do. The third was the way finding of how people are moved around to different places.

Rob Forcey, Vision Together, explained the current wayfinding signs were put up by Richard Burkhart through Heritage Johnstown in 2005 at which time the ownership was turned over to the City. He noted there are currently both missing and incorrect signs. He stated the idea of a wayfinding system had been questioned in the past by other organizations and other cities because people can use GPS. However, he noted the wayfinding system is marketing for the entire area and allows people to discover attractions they may not know about.

Mr. Forcey explained, during the process, he realized it should be up to City Council to decide which of MERJE's recommendations was selected. He also

noted the current gateway signs vary throughout the City. As for funding, he stated, while there were contributions which could be brought to the table to offset costs, there were also major infrastructure and transportation grants that the signs would fall under. He explained once City Council decided how they wanted to move forward, Vision could either work in conjunction with the City or turn everything over to the City.

Regrading what would be permitted on the signs, he noted only three items could be listed per sign and the signs would have to be a certain size. With the exception of the hospital, no business would be permitted to be listed on the signs. The signs would be focused on attractions like Central Park and the Inclined Plane.

Mayor King asked if a business could pay to have their name on a sign. Mr. Forcey replied they could not due to PennDOT regulations and the signs could only be for attractions determined by the City.

Mr. Martynuska asked about the signs seen along interstates or turnpikes for businesses. Mr. Bosio explained PennDOT has very specific destinations that are eligible for the signs mentioned by Mr. Martynuska. The logo program relates to specific services that have to be promoted to travelers along the highway. The wayfinding system being discussed is a different kind of program with very specific criteria for destination inclusion.

Mr. Arnone commented the program should go into process along with the Main Street finishing work, noting the completion of Main Street, Central Park and the Inclined Plane would tie together as an attraction. He added the construction can be frustrating for people traveling.

Mr. Forcey mentioned the Main Street project also included some wayfinding signage.

Ms. Rager stated it was critically important that all the signing look like a seamless system that works together to guide people. She added, if there was signage associated with the Main Street project, it would need to be integrated into the wayfinding plan.

Vision Together

Rob Forcey, Vision Together, stated he recently realized City Council might not know everything Vision was working on at any given time. He presented Council with a list of projects with brief explanations. He highlighted items on the list. Regarding the Main Street Manager working for Vision, he noted

Vision was able to pay for her through grants while the City would have had to put out a business improvement district tax to pay for the position. He noted Ms. Cashdollar answers questions for businesses, advocates, and ensures Vision is doing fun things in the downtown area.

He mentioned additional programs, such as the Neighborhood Partnership Program, refurbishing the Johnstown sign, mobilizing volunteers to work on the landscape, and facade grants. All the programs had been done through grants and private contributions with the only City contribution related to the RAISE grant program.

Mayor King asked if Vision had any money over to help mow lots as done in the past.

Mr. Forcey replied they did not. He hoped Senator Langerholc would be able to assist with funds to support mowing. He noted, through the Tree Vitalize Grant, Vision was using the same landscaping firm to help water the trees planted around town like the ones going into Central Park.

UpStreet Architects

Karen Welsch, UpStreet Architects, provided an update on the Public Safety Building improvements. She noted a timeline and a budget. UpStreet would soon be presenting drawings for bid. She called attention to four items in the budget which were not in the initial project scope and had elevated the budget.

The first item addressed Labor and Industries report regarding the structural conditions in the basement. UpStreet identified the structural issues were mostly related to salts coming through the concrete and deteriorating the concrete as a structure. UpStreet is investigating possible solutions but added the worst-case scenario to the budget which would be a geofoam system being pumped into the basement. She explained they were currently exploring the possibility of helical piers, posts and beams. She stated there was not a change order as construction had not started.

The second issue was with the new public lobby. She explained with where the new elevator would be people would have to wind through a narrow hallway to get to the Council chambers. With other issues such as unclear exits and bad acoustics, UpStreet recommended the Council chambers be flipped around. She described the changes that would shift the anteroom to the back, provide upgraded restrooms for the public and Council, increase seating, and improve both acoustics and audiovisual arrangements.

Mr. Arnone asked if police would be able to pull their vehicle into the building to withdraw from individuals. Ms. Welsch stated it would be the same set-up, which was discussed with the police department and Chief Britton.

The third item added to the budget related to windows. The original proposal had 50 percent of the windows being replaced. However, by evaluating the windows, it was discovered they were all beyond their useful life. Investigations also indicated masonry repairs and failing steel lintels over the windows. UpStreet recommended all of the windows and the associated repairs be completed at the same time as money was available.

Ms. Welsch stated UpStreet intended the base bid to only include the elevator addition, necessary lobby work, and the mechanical, plumbing and electrical improvements for the entire building. Everything else would be structured as an alternate that could be accepted at the beginning of the contract or throughout construction should additional money be available.

Mr. Barber questioned why the structural issues were not noted during the initial tours of the building when the RFP was initiated. Ms. Welsch explained the original scope of the project did not include the structural issues. She noted, as the architect and engineer, UpStreet's job was to include a review of the provided documents for the contractor's bid.

Mr. Hamacek asked about the steel on the windows. Ms. Welsch stated the issue was discovered through drone inspections. A masonry expert investigated and confirmed some of the steel would need replaced.

City Council discussed the cost and the specifications for the repair of the roof.

Mr. Hamacek noted initial discussions included a glass elevator that would not need a deep foundation. However, the recent rendering showed brick being used. Ms. Welsch explained, to save money, UpStreet opted for brick with a steel frame, which work was determined through a geotechnical investigation. The steel frame elevator would be clad with steel studs and brick with partial glass.

Ms. Brandon-Taylor asked if prisoners would be kept separate when being brought into the building. Ms. Welsch explained the plans changed in consultation with the City including the Chief. The intention is to have modular holding cells in the garage bay area, so prisoners were not moved through the building. The booking counter would also be near the cells, and there would be elevator access if needed for the upper floors.

Chief Britton stated the area for the prisoners would be separate from the public.

Mayor King asked how prisoners would enter the building if they were not able to be driven in. Discussion ensued about what doors would be present.

City Council members discussed the design variation from the RFP and the higher budget figure.

Ms. Welsch explained the use of the garage door, the location of the booking counter, and entry of the public and prisoners into the building. Chief Britton commented on not recalling some of the proposed changes.

Mr. Martynuska stated remodeling the cells on the second floor had been considered; however, the orientation of the cells would physically not allow the remodel. Other possibilities were discussed before arriving at the current proposal.

Mr. Barber stated the Police Chief should be included in the conversations involving his force.

Mr. Spinelli noted, with project still in the design phase, there should be more Council involvement. He suggested one or two members from Council be appointed to review the design.

Mr. Arnone reminded everyone some of the money had a deadline on being spent. He suggested upgrades be prioritized to use the money.

Mr. Martynuska explained value engineering was being used on the project as the City worked with the architects and engineers. Regarding the jail cell location, he stated, if they cells were left on the second floor, the entire system would need gutted and the costs would increase. The decision to move the cells to the sallyport on the first floor would save money over gutting the second floor. He noted the countless hours spent on the project that never moved forward from previous administrations. He stated everyone has been working very diligently and effectively on the project and if there were any questions regarding the integrity of the project, they could be directed to him.

Mr. Barber asked why the Police Chief had not been consulted. Mr. Martynuska stated Chief Britton has been involved in parts of the conversations; however, some decisions have fallen to administration for the cost effectiveness of the program.

Mayor King suggested moving forward the conversations involve a City Council member as well as the Police and Fire Chiefs to ensure everyone is on the same page. She noted she had concerns about the integrity of investigations if police were unable to drive people into the building.

Mr. Hamacek expressed concerns that the basement was not considered from the start when people were touring the building during the initial evaluations to determine the scope of work. He noted, if the full scope is not considered, there would always be change orders.

Ms. Welsch noted UpStreet is exactly where Mr. Hamacek is requesting they be in the process. UpStreet is not the contractor where change orders come from. UpStreet is evaluating the building and bringing the issues to the City's attention. She stated UpStreet's job is to do the due diligence, bring it to attention, document, and provide estimates so it can be decided what fits in the budget.

Mr. Spinelli commented there was still time to change the design. Ms. Welsch replied Mr. Spinelli was correct as the bid advertisement date is June 6, 2026. UpStreet's date to turn documents over to the Council is May 29th. She noted they are still in the design process because the whole process has been short and they are designing, drafting and engineering at the same time.

Mr. Hamacek asked for more details on what was going on in the basement.

Mr. Martynuska explained, after having a structural engineer assess the basement, there were a couple of different options. The first option was filling the basement in with concrete; however, the weight would put too much on the structural load of the building. It appeared the most economical option would be to build new columns in the basement and repair what was existing. He noted a compounding issue was a lack of communication from Labor and Industry on what they saw as the problems. He also noted there was additional weight on the Fire Department's floor from concrete added after the 1977 flood.

Mr. Arnone asked when the completion date was for the elevator. Ms. Welsch stated the project still needed to be bid but the substantial completion by the contractor was scheduled for March 2027.

Mr. Martynuska noted the parts covered by ARPA money would be completed by September.

Mr. Arnone stated Council would have to approve plans before September, because work could not be implemented without approval. He added Council needs to know what needs done and who is going to bid to get the process started.

Mr. Martynuska stated a timeframe had been given to either the current or previous Council with dates of when they would receive designs, when a vote would occur and when the project would go out for bid.

Ms. Welsch commented, in the timeframe, UpStreet was to deliver the documents by May 29, 2026.

Ms. Brandon-Taylor asked if the recommended priorities were the projects that absolutely had to be done.

Ms. Welsch confirmed the base bid were the items that needed to be complete. She noted the primary goal of the project was accessibility with the second goal being to replace all mechanical, electrical, and plumbing systems. She added everything else would be listed as an alternate so Council could review and accept based on available funding.

Mr. Martynuska commented the basement should be a primary goal. Ms. Welsch stated the basement was listed as an alternate so Council could see the broken-out cost. She added she could also break down the elevator and mechanical costs.

Mr. Martynuska commented the total available funding was currently \$7 million.

Mr. Arnone asked if the estimated proposal of \$6.83 million included the basement. Ms. Welsch confirmed the basement was included.

Mr. Capriotti noted the costs were all projected until the project was actually bid.

Mayor King asked if the City could have applied for an extension on the ARPA funds. Mr. Capriotti stated it could not have applied for an extension; however, Maher Duessel indicated there had been talk of a potential extension for everybody with ARPA funding.

Mr. Arnone asked what Council's next priority was.

Ms. Welsch stated the next priority would be for Council to approve the drawings on May 29th and ask any other questions in the meantime.

Mr. Spinelli noted the renovations of the Council chambers would be almost a million dollars.

Ms. Brandon-Taylor stated the chamber renovations could be scaled back.

The Council discussed if separate restrooms were needed for the Council with Ms. Brandon-Taylor noting they could continue to use the public restrooms.

Ms. Welsch commented the wage rates attached to the project also affect some of the costs. She also noted the chamber renovations included acoustic considerations. She offered to provide a third-party breakdown showing the costs were reasonable.

Mr. Spinelli asked if the Mayor was permitted to appoint people to be included in the design phase. Ms. Willett stated Council can participate in the review of the drawings and give input. If the review were to include the entire Council, then the discussion would have to be public.

Mr. Spinelli stated the entire Council needed to be involved as it would be inefficient. He felt one or two people could report back to the Council.

Mayor King volunteered Mr. Hamacek and Mr. Barber. Mr. Spinelli asked if the decision had to be made during the meeting or if it could be done later.

Ms. Willett stated the decision on who to appoint should be made soon as the project was scheduled to be delivered in about three weeks. She added, in her legal opinion, the project cannot be put out to bid if Council has not agreed on what the project would be. She noted the base bid and alternates would give Council options to consider based on what the bids came in at, allowing Council to pick and choose the final project after the bids. She recommended Council select a person at the meeting.

Mr. Hamacek volunteered to walk through the project with someone from UpStreet to see exactly what is being done. He added Mr. Martynuska could also walk through with them.

It was agreed Mr. Hamacek was more than capable to do the review and report back.

The Council recessed from 7:35 p.m. until 7:45 p.m.

DEPARTMENT REPORTS

Mayor King noted Council was provided with full written department reports. She asked Council if they had any questions for the department heads in lieu of full verbal reports. She asked Chief Britton if he would say a few words on his report.

Police Department

Mark Britton, Police Chief reported that JPD handled about 3,300 calls in April as well as one officer completing about 250 traffic stops. JPD also worked with Codes to establish the ORI. JPD received grants with the assistance of Frank Burns' office and Senator Langerholc's office. The grants will help purchase new PTU, neighborhood cameras, and license plate readers.

Chief Britton noted he met with the Mayor regarding the security detail for Governor Shapiro. He added Governor Shapiro was aware of what was happening in Johnstown and had offered assistance from his office. He also noted he was continuing to work with Aspire on available grants.

He reported on a saturation patrol from April 29, 2026, in which there were 25 traffic stops with two people arrested. He thanked law enforcement partners who helped with search warrants. He noted Senator Langerholc rode along with the men and women who took time away from their families to help keep the streets of Johnstown safe.

Chief Britton stated CIT training continues. Officers Miller and Mowery have completed DRE training. He noted he would pass along a breakdown of DRE training to Ms. Burkhardt for the Council.

Mayor King asked if Council had any specific questions for Chief Britton.

Mr. Spinelli asked for an explanation of the Watkins cameras.

Chief Britton stated the Watkins cameras were on loan for at least a month from Watkins Securities. The three portable surveillance units were set up in the Moxham neighborhood. He noted he hoped to extend the loan to two months.

He reported over the summer there would be a dedicated officer for the downtown area doing foot and bike patrol. After looking at new tire replacements for existing bikes, Eastmont Auto reached out and donated funds to purchase a new patrol bike. The officer will be centralized on the parking garages and business district.

Chief Britton shared JPD is starting to prepare for the backpack project over the summer as well as National Night Out.

Mr. Spinelli asked if patrols would be increased in Moxham and high crime areas.

Chief Britton replied the patrols had been increased with the zone one and zone two roaming cars centralized in Moxham and Hornerstown. He noted the increased patrols would continue.

Mr. Spinelli commented he had previously asked about the police cars cruising with their lights on to increase visibility for law-abiding citizens.

Chief Britton emphasized running with the lights is a safety concern for officers. He noted the procedure has proven ineffective in bigger municipalities. He added he respects Mr. Spinelli's opinions but through research he has found the practice is not proactive for officers.

Mr. Spinelli argued police are already using marked vehicles.

Mr. Barber agreed the LED lights are a safety risk for officers. He stated he understood the City had gone through an ordeal but at the end of the day, you cannot stop someone from pulling a trigger. He stated it starts at home, noting even the President of the United States is the most guarded person in the world and has been shot at.

Mr. Arnone commented the lights make police officers a target.

Mr. Spinelli appreciated Mr. Arnone's comment, however he stated the marked vehicles already make the officers a target.

Mr. Arnone disagreed, stating the vehicles do not make officers a target if they are just patrolling.

Mr. Spinelli argued increased visibility with lights will help put law-abiding citizens at ease. He asked if they were prioritizing the law-abiding citizens peace of mind knowing officers were in the neighborhood or were they saying the police were a target when they are already driving around in vehicles that make them stand out.

Mr. Barber stated Chief Britton would know better than Council if there was a risk to an officer.

Mr. Spinelli stated he would like to have evidence of the added risk.

Mr. Barber commented that in addition to the marked JPD vehicles, there was a presence of unmarked vehicles through the City including state police.

Mr. Spinelli stated the added presence was a good thing, but they were unmarked due to the type of work being more covert. He stated the officer driving around in a marked vehicle with a light bar is not doing covert work and that officer is already in a high visibility position. He reiterated his stance that while he did not want police to be a target of violence, he felt they should be visible in communities for law-abiding citizens to feel safe.

Chief Britton respected Mr. Spinelli's opinion, however, noted his job is to protect both the communities as well as the officers under his command. He stressed the lights are a detriment to his officers.

Mr. Hamacek pointed out, in the case of the Secret Service, you do not see all the agents. If people knew where all of the agents were, they would feel safe, but the agents would then be a target.

Mr. Spinelli requested acknowledgement that some police departments use a running lights program.

Chief Britton agreed there were departments which used the program, however there were no local departments to his knowledge including the state police.

Mayor King stated she agreed with Mr. Spinelli. She also stated she was glad none of the JPD officers were hurt and emphasized the importance of both the physical and mental health of officers.

Mr. Spinelli commented he did not want any of his comments to be construed as not respecting the work Chief Britton does.

Chief Britton responded that Mr. Spinelli did not have to worry.

Codes

Mr. Spinelli asked if there could be a code report on Laurel versus PMCA.

Mike Capriotti, Assistant City Manager, shared his opinions of the two agencies. He noted the proactive approach with PMCA would be a benefit. He noted the Laurel employee who worked for the City until February made it clear on multiple occasions that he did not answer to the City. He added Ms. Shaffer had been assigned to Johnstown while Laurel looks for a new person; however, he expected she would return to her other assignments once a new person was located. He noted the report received from Laurel was vastly different than previous reports with more concise information.

Mr. Capriotti stated ultimately the decision would be up to Council. He like the idea of proactivity when needed, especially with targeted area. However, he acknowledged some of the hurdles will remain no matter who the Council selects. He explained the magistrates have made it clear that if the City cannot provide proof someone has received their notice, the case would be dismissed or continued for the City to keep trying to make contact. The magistrates will not have a hearing in absentia as seen in other types of cases. He expected the struggle with out-of-area owners and LLCs to continue.

Mr. Capriotti shared there has been some improvement with the Codes Department with the additional staff member. He noted they continue to look for a third person whom he thought would improve upon what the department is doing. He added out of six potential interviews, four did not show up, one did not clear their background check, and he's waiting to hear from the sixth person to set up the interview. He also noted he was pleased with the work being done by the recent hire.

Mayor King commented on the mail issues. She asked if there was some kind of ordinance that would help resolve the problems.

Mr. Hamacek asked if the person could still be fined.

Ms. Willet commented on the difficulty of getting people to accept notices which she sends both regular and certified mail when trying to place liens on properties. She noted there are a couple of ordinances which require property owners to fill out paperwork with the City when they are renting or vacating a property notifying the City of their mailing address so they can be tracked down if needed.

Mayor King stated the ordinances mentioned still will not solve the problem as people can still claim they did not get their mail. She asked if a confession of judgement could automatically be signed when someone purchases property in the City which would allow the City to automatically place judgment against a person.

Ms. Willett was unable to comment on the confession of judgement suggestion. She did not think the issue was people not receiving their mail, but they are not responding so the City does not have proof to show the magistrate.

Mr. Barber commented, if someone was ticketed by the police for a criminal offense and the person did not respond, there would be a warrant. He asked why the criminal code offenses were not treated the same way.

Mr. Capriotti stated the magistrates stated if someone chooses not to show up for a criminal offense the magistrate can find them guilty in absentia; however, they will not do the same for code violations.

Mr. Arnone commented a law was passed in Pennsylvania stating a property lien could be placed on the property owner's residence, not necessarily the property in violation.

Ms. Willett agreed Mr. Arnone was correct; however, there was still a notice requirement. She also noted that the process still does not get compliance, which is the goal of codes. Mr. Spinelli asked if the City could use process servers. Ms. Willett stated process servers could be an option. Ms. Brandon-Taylor noted the servers would not work for corporations or LLCs.

Mr. Capriotti explained a recent experience where he spent a weekend tracking down LLC owners to get physical addresses, noting he was doing everything possible to find them.

Mayor King asked if people were required to give a physical address with identification when they purchase properties at the tax sale. Mr. Martynuska stated that was only at the tax sale. He noted there is currently legislation in Harrisburg that would require a name and physical address for someone associated with any property sold to an LLC. The county would be required to maintain the information.

Mr. Capriotti explained there were many activities at various levels that are putting the City behind when trying to hold people accountable. He reiterated that City staff is trying, but he wanted Council to understand the task was Herculean.

Mr. Rutledge commented, when he attended a recent blight conference, one of the biggest issues raised was the difficulty of getting ahold of residents with violations. Mr. Spinelli noted Pennsylvania recently started requiring a name and address for annual business entity registrations. Mr. Martynuska commented process servers were fine until the person was out of the state.

Mr. Capriotti noted the City could be spending money repeatedly with process servers if the person is served but then does not show up to court. He added, at some point, the City would be spending more money than they were collecting in fines.

PUBLIC COMMENT: NON-AGENDA ITEM

Dustin Greene, 312 Chestnut Street, commented there were still 15 people watching the live feed of the meeting even after three hours and 18 minutes. He noted the length of the meeting was a good thing because there was work to be done and questions to be answered. He thought there needed to be further discussion regarding using running lights on JPD vehicles. He commented the website needed to be updated. He stated Laurel Municipal did a terrible job, and the City should fire them and get a refund. He stated the City needs to hire local people who care about the way the City looks and not an outside agency. He added the City needs to pay local people enough money for the job.

Regarding the discussion on a brand, he stated looks were mentioned which is codes. He stated the City must find a solution. He found it outrageous Laurel did not have backups of the information. He also noted experiences were mentioned during the brand presentation. He stated residents cannot experience the great things in Johnstown, because there is a transportation issue. He pointed out the Inclined Plane is still not operational.

Mr. Greene commented on the Public Safety Building roof. He wondered if the conference center received the same treatment. He heard the word 'segregation' mentioned throughout the evening. He requested 'separation' be used instead as segregation had done with race and ethnicity.

RECESS/ADJOURNMENT

The public hearing regarding the comprehensive plan is May 13, 2026, at 5:00 p.m.
The next regular scheduled meeting is May 13, 2026, at 6:00 p.m.

There being no further business, the meeting concluded at 8:21 p.m.

JOHNSTOWN CITY COUNCIL
PUBLIC HEARING MINUTES
Wednesday, May 13, 2026

The Greater Johnstown City Council met in a stated session for the public hearing of the comprehensive plan. Mayor Sylvia King called the meeting to order at 5:03 p.m.

Mayor King offered the invocation. The Pledge of Allegiance was recited.

The following members of Council were present for roll call:

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

Art Martynuska, City Manager; Mike Capriotti, Assistant City Manager; Carmen Truscello, Public Works Director; Aimee Willett, Solicitor; Jennifer Burkhart, Executive Secretary; and Kate Tunney, Rothschild Doyno Collaborative, were also present

Amy Willet, Solicitor, noted the hearing was being conducted as a requirement for municipal comprehensive plans in accordance with the procedures set forth in Section 302 of Pennsylvania's Municipalities Planning Code. Prior to the hearing, input from stakeholders in and adjacent to the City was welcomed. The county, all contiguous municipalities, and the Greater Johnstown School District, all received copies of the draft and were invited to comment. In addition, in accordance with Section 302, the Planning Commission held a public meeting on May 5, 2026, to discuss the proposed comprehensive plan prior to the plan being forwarded to City Council for consideration. She noted the review process began internally in October 2024, and the hearing followed a 19-month review of the plan.

PUBLIC COMMENT

Dustin Greene, 312 Chestnut Street, commented, as a business owner, seeing the most problems with public transportation. He noted that a good number of residents do not have a car and rely on public transportation to get to and from work. He was working on a study using CamTran data. He stated, in most jurisdictions in the City, there is not bus transportation on Sundays and limited buses from Richland after 3:00 p.m., which leads to few job opportunities. He also noted transportation to business districts downtown can take an hour. In many cases, residents can find a way to work but struggle with getting home in the evening.

Mr. Greene encouraged transportation be heavily reviewed, questioning why CamTran is not doing more for the community with a surplus and additional

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WORKSHOP MEETING MINUTES
Wednesday, May 13, 2026

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Mr. Greene encouraged transportation be heavily reviewed, questioning why CamTran is not doing more for the community with a surplus and additional

money given to them from the county this year. He stated a landmark change was not needed, but evening and Sunday routes could be fixed. He encouraged Council to go on Google and look at how long their normal day's routine would take based on public transportation. In addition to jobs, he noted residents cannot enjoy recreational activities when limited by transportation. He added joy turns into ethics and work. He also encouraged the public to attend City Council meetings, noting if the public does not speak up to Council on their needs, then they will not get what they need. He concluded by hoping the comprehensive plan will be taken seriously.

HEARING: CITY OF JOHNSTOWN COMPREHENSIVE PLAN

Mayor King read a prepared statement.

"The City of Johnstown will receive public comment regarding the proposed Comprehensive Plan. Following the public comment period, the plan will be presented by Rothschild Doyno Collaborative. The Draft Comprehensive Plan has been available for public review and comment since February 16, 2026, on the City's website at johnstownpa.gov, and in physical copy at City Hall, Cambria County Library, and Johnstown Housing Authority.

The Comprehensive Plan has satisfied the requirements of the Pennsylvania Municipalities Planning Code and may be considered for adoption by City Council by resolution at the regular scheduled meeting following the Public Hearing on May 13, 2026."

COMPREHENSIVE PLAN PRESENTATION BY ROTHSCHILD DOYNO COLLABORATIVE

Kate Tunney, Rothschild Doyno Collaborative, noted her pleasure in working with the City of Johnstown over the past 19 months in putting together the comprehensive plan. She explained the plan is intended to be a vision that reflects the goals of residents and what the City would like to see for the future. The plan outlines strategies to help the City reach milestones to be able to implement the plan. She noted the plan was on a ten-year horizon.

Ms. Tunney reviewed the planning process, which went through several phases from understanding the existing conditions, plan development by looking at different strategies and recommendations, and the approval process. She noted, throughout the timeline, there were opportunities for the public to engage in the plan. Regarding community input, there was an event at Unity in the Park; an online survey, listening sessions with neighborhood group leaders, and more than 20 interviews with public, private and nonprofit

groups. Focus groups reviewed city services, open space, and jobs to gather additional information. While doing community engagement, Rothschild Doyno mapped feedback from residents to ensure all neighborhoods were represented.

Ms. Tunney reported, at the Unity in the Park event, opportunities were recognized that included nature, housing, businesses and jobs. She noted some of the opportunities were also challenges. Regarding the online survey, there were 764 responses, 600 of which were from City residents. She added there were many individuals invested in Johnstown but live outside of the City, so Rothschild wanted to ensure the majority of responses were from residents. She also noted a large percentage of responses were from youth.

Ms. Tunney pointed out strengths mentioned were fire and EMS services, cost of living, and proximity of parks and open spaces. Weaknesses included road and sidewalk conditions, general infrastructure, property maintenance, economic development, jobs, and code enforcement. When asked to prioritize goals, residents highlighted addressing blight, improving infrastructures, supporting local businesses, enhancing public safety, and fostering the City's public image.

Goals represented in the plan included increasing home ownership, attracting residents who both live and work in the City, and expanding job training opportunities. She noted, while there was a lot happening in Johnstown, there was potential for greater opportunities for jobs for people without college degrees and increasing living wage jobs within the City. She added, as the City's tax base is expanded and expendable income is increased, the Council would see opportunities for growth to create a continually active city.

Ms. Tunney explained the recommendations included ways to make the City more attractive and welcoming to increase the quality of life and bring more residents to live and play in the City. She noted, in Johnstown, there are a number of public/private entities whose partnerships can be helpful as the City finds resources and avenues for funding components outlined in the comprehensive plan. The plan was structured along six core focus areas having the biggest issues within the city: Housing, jobs, environment, mobility, community, and services.

Ms. Tunney highlighted recommendations from each of the six focus areas, noting each area also listed key issues to address. For housing, she suggested ensuring neighborhoods were well maintained and have pride of place. Regarding jobs, she recommended broadcasting that Johnstown is open and welcoming, providing opportunities for the local economy and attracting

businesses to the City. Recommendations for the environment include ensuring the environment is healthy and promoting resident health by elevating green space. Regarding transportation and mobility, she suggested confirming neighborhoods are easy to get around and providing access to amenities, services and jobs, so people can connect the resources needed to thrive. Regarding community, she pointed out resident engagement is a key part of the city. Finally, in reference to services, the recommendation was to guarantee the City is operating at its best efficiency to serve the needs of residences and businesses.

Ms. Tunney reviewed the structure of the plan. The first chapter provides the information and data that established the recommendations. Each section is structured to be stand-alone where the context of goals is laid out with existing conditions, key information, trends, partners, strategies, time horizons and recommendations. The recommendations identify which ones are City led and sorted by priority. She noted the land use section was also broken out, recognizing improvements or changes to land use and the zoning ordinance that would be necessary to see the comprehensive plan to the next step.

Ms. Tunney explained the most important goal was to make sure the plan did not sit on a shelf. With the plan structured around core issues, there is a launching point for implementation teams. While the plan has a ten-year horizon, the teams would be focused on the near term, working to set up strategic plans that will take the next steps to implement action items on the ground. She noted the teams should be comprised of various individuals, including neighborhood group leaders, residents, and key stakeholders. The teams should also report back regularly to City Council and the Planning Commission.

Rothschild Doyno provided recommendations of ways to strengthen neighborhood groups. They also identified the next two steps recommended as planning steps. The first step would be updating the zoning ordinance and revamping the zoning code. The second step is a study addressing the vacant and underutilized land within the City, recognizing some land may be better for open space and some better used for housing.

Ms. Tunney mentioned that the plan was made available to the public in February 2026, at which time about 70 comments were received from the public. The feedback was incorporated into the draft plan. She also noted a letter was included from Cambria County Planning Commission, expressing support for the plan.

Wednesday, May 13, 2026
Stated Meeting, continued

5 of 5

Mr. Barber agreed with Mr. Greene's concerns. He asked for a meeting to be arranged with the county commissioners to address concerns with CamTran. Mr. Martynuska offered to arrange a meeting.

Mayor King appreciated the hard work put into creating the plan. She looked forward to the implementation of the plan, particularly to working with youth in the City.

RECESS/ADJOURNMENT

There being no further business, the meeting concluded at 5:28 p.m.

JOHNSTOWN CITY COUNCIL
REGULAR MEETING MINUTES
Wednesday, May 13, 2026

The Greater Johnstown City Council met in a stated session for the general transaction of business. Mayor Sylvia King called the meeting to order at 6:00 p.m.

Reverend Theodore Tisinger, Shiloh Baptist Church, offered the invocation. The Pledge of Allegiance was recited.

The following members of Council were present for roll call:

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

Art Martynuska, City Manager; Mike Capriotti, Assistant City Manager; Aimee Willett, Solicitor; Jennifer Burkhart, Executive Secretary; John Rutledge, Economic Development Director; Mark Britton, Chief of Police; Jim McCann, Fire Chief; and Carmen Truscello, Public Works Director; were also present

APPROVAL OF MINUTES

Mayor King requested a motion to approve the Regular Meeting Minutes of April 8, 2026.

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

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Clark, Mr. Hamacek, Mr. Spinelli, Ms. Brandon-Taylor (7).

Nays: None (0).

Abstain: None (0).

PROCLAMATIONS, AWARDS, HONORS, RESOLUTIONS OF RECOGNITIONS

Mr. Spinelli read a proclamation regarding ALS Awareness Month from the Office of the Mayor of the City of Johnstown.

"Whereas amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive, fatal, neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat and eventually breathe.

Whereas thousands of new amyotrophic lateral sclerosis, ALS, cases are

reported every year and estimates show that every 90 minutes someone is diagnosed with ALS and someone passes away from ALS. And whereas, on average, patients diagnosed with ALS survive only two to five years from the time of diagnosis. And whereas the exact causes of ALS are unknown and there is no known cure for ALS. And whereas people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service. And whereas securing access to new therapies, durable medical equipment and communication technologies is of vital importance to people living with ALS. And whereas clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life and fostering assistive technologies for those living with ALS. And whereas Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

Now, therefore, the City of Johnstown does hereby proclaim the month of May 2026 as ALS Awareness Month. We call upon all Americans to join in supporting ALS research, advocating for increased funding and standing in solidarity with those affected by this relentless disease. In witness whereof, I have set my hand and caused the seal of the city of Johnstown, Pennsylvania to be fixed this 13th day of May 2026, Sylvia King, Mayor, City of Johnstown, Pennsylvania."

PUBLIC COMMENT-AGENDA ITEMS ONLY

Dustin Greene, 312 Chestnut Street, commented on Ordinance 5381. He requested clarification on the necessity of the changes. He stated recycling is not provided in the community like other townships. As a business owner, he has to hire an outside agency to pick up recycling. He stated, if recycling is going to become a law, then the City needs to make sure businesses have the resources needed.

Regarding the comprehensive plan, he commented on the information in the public hearing. He noted the importance of housing, transportation, jobs, and services. He questioned the need for the scanner being approved through Resolution 10768. He noted some of the cost for the scanner was through a grant; however, he questioned where the remainder of the cost would be coming from. Mr. Greene noted his appreciation for Resolution 10774. He stated the feral cat population was out of control, and he appreciated the City doing anything about it. He added the problem is challenging and more action was needed from agencies willing to step up and help.

Laura Huchel, 401 Park Avenue, spoke as a representative of Johnstown Animal Welfare Society (JAWS). She encouraged the Council to pass Resolution 10774, noting JAWS worked with Mr. Spinelli, Mr. Capriotti, Humane Society of Cambria County, the Seven Hearts Project and other organizations to work on a solution. The resolution would allow JAWS to blitz trap 26 cats in addition to the regular clinics they run each month, representing a net gain in the number of cats being fixed. She noted the program would only be for city cats, unlike their other clinics. The Humane Society will house the cats before and after surgery before JAWS returns the cats to their communities. The funds will pay for the cost of fixing the cats, rabies vaccinations, and supporting the Humane Society for the care and space while the cats are recovering. She added JAWS will be purchasing additional traps to support the program. She noted JAWS looked forward to continuing the partnership with the City and hoped to build better relationships with the City and other organizations. She added JAWS was also looking forward to working with and recruiting additional qualified trappers.

Ms. Huchel stated JAWS is an independent 501(c)(3) and started as a Vision 2025 Capture Team. She hoped, if the agreement was passed, JAWS would open up a separate fundraising program for people to direct funds to city cats.

Joseph Warhol, 44 Clover Street, commented Resolution 10774 was a great idea and anything being done is appreciated. He noted there was still a need for an animal control officer with there being dog problems in addition to the cats. He stated ordinances regarding feeding cats should be enforced, and only TNR programs should be feeding cats. He added a multifaceted approach was needed for the cat problem. Regarding Resolution 10768, he commented the cost could pay for 25 houses to be torn down. He challenged Council to walk up Coleman Avenue and see if they could find something better to spend the money on. He also noted a house on Hillside Court was actively falling down with bricks making their way down to the Jim Mayer trail.

Charlene Stanton, 184 Sell Street, commented on Resolution 10774. She stated \$4,000 to spay, neuter, and rabies vaccinate 26 cats was an exorbitant amount. She referred to a cat clinic that costs \$25 for male neuters and \$50 for female spays. She questioned the City choosing to work with JAWS on the program. She suggested it would be more cost effective for the City to purchase vouchers and allow residents to pick up vouchers at City Hall. She shared concerns she had with the Resolution, questioning if the Humane Society had approved working with JAWS and what would happen with the cats after recovery. She stressed the importance of returning the cats to their original locations. She explained the difference between stray cats and feral cats. She encouraged the Council to table or amend the contract due to the number of

variables. Regarding animal control, she stated, if the City fined people walking their dogs where prohibited, it would have the funds to pay for animal control.

Mr. Barber had questions about animal control. He asked Ms. Stanton if she recalled why Council eliminated the animal control officer position back in 2015 or 2016. Ms. Stanton replied there was not a feral cat problem when she left Council in December 2016. She stated, at the time, the City used an animal control officer at the shelter.

Mr. Barber noted researching the issue in an attempt to get an animal control officer for the City. He asked if Ms. Stanton could provide enlightenment from her time on Council. Ms. Stanton stated the money at the time was paid to the shelter whose services the City was utilizing.

REPORTS:

CITY MANAGER'S REPORT

Art Martynuska, City Manager, introduced Jeff McCauley who was attending the meeting on behalf of the September 11th National Memorial Trail Alliance. Mr. McCauley explained the Alliance was working in conjunction with the Governor's Office and PennDOT to install signage around the federally designated 9/11 Memorial Trail route in Pennsylvania. He was seeking approval from City Council to have wayfinding signage installed along the trail route within City limits. He noted information packets had been passed out to Council regarding the project and mentioned a couple of changes to the information in the packets. He explained the Alliance has funding to purchase the signs and pay for the installation following PennDOT regulations.

Mr. Martynuska asked if the project had received PennDOT approval. Mr. McCauley stated the Alliance has a license and maintenance agreement with PennDOT which he offered to send to Mr. Martynuska. The signage was approved for use through the Commonwealth and gave the Alliance the right to ingress and egress for installation and maintenance along state roads. He indicated a similar agreement could be written up for the local roads in the City.

Mr. Martynuska asked how many signs would be in the City and if the Alliance had already installed signs elsewhere. Mr. McCauley replied there would be six or eight signs in the City. The Alliance had already installed signs in Somerset County and was working to get municipal approvals throughout Pennsylvania. The five PennDOT districts the signs were being installed in had already

granted approval. He noted Ferndale Borough was waiting on the City to approve.

Mr. Arnone asked what the steps were needed to move forward. Mr. Martynuska replied there would be a resolution at the next meeting with approval through legal. He asked Mr. McCauley to send any resolutions or agreements executed with other municipalities as well as pictures of already installed signs. Mr. McCauley agreed to send the items requested along with a timeline for installation.

Mr. Martynuska next introduced Lauren Lazari to speak on Resolution 10772. Ms. Lazari explained a request had been submitted to Council regarding a cooperation agreement between Stackhouse Park, Inc. and the City. She noted the agreement was a requirement of the DCED grant for equipment to maintain the 277 acres of the park. She encouraged Council to consider signing the agreement to allow the trails to be maintained.

Mr. Martynuska asked what equipment was needed. Ms. Lazari replied a ranger and the \$27,565 price was fully through a grant with no funds needed from the City.

Mr. Arnone asked if Stackhouse Park, Inc. just needed the support of Council. Ms. Lazari affirmatively replied, noting because the City owns the property, DCED needs the grant to go through the City for reimbursement.

Ms. Willett asked if the price was from Costars. Ms. Lazari explained there were three bids. She noted everything was already in place for the purchase process with the only thing left being the agreement with the City. Ms. Lazari will email Ms. Willett a copy of the bids.

MAYOR'S REPORT

Mayor King explained the Youth City Council from the Greater Johnstown High School had been unable to attend the meeting. She noted the City would continue working with the Youth Council through the summer for their planned event in September. She added the Youth Council would also be part of one of the implementation teams for the comprehensive plan.

Regarding the West End Farmers Market, she reported the West End Business Association was planning on a Market for Sundays in the West End. Her final announcement related to a planned street resource fair to be held in Moxham with a tentative date of June 30, 2026. The fair was being organized with nonprofit groups. She noted one of the groups planning to attend helps

people work on expungements to put themselves in a better position to be employed.

SOLICITOR'S REPORT

Aimee Willett, Solicitor, reported City Council met in several Executive Sessions. On April 15, 2026, Council met to discuss personnel and litigation. On April 20, 2026, Council met to discuss the protection of public safety. On April 30, 2026, it met to discuss personnel. On May 11, 2026, City Council met to discuss acquisition of real estate, personnel, and litigation.

Ms. Willett noted, at the prior week's workshop meeting, concerns were shared regarding property maintenance in the City. She was conducting research and reviewing ordinances to make recommendations to Council on enhancing and revisiting ordinances. She hoped to provide a means for the City to track down and hold property owners accountable. She planned to recommend outreach to property owners in the City to educate owners on the requirements of property maintenance and garbage, permitting processes, and contact information. She hoped the two-part approach would improve maintenance and blight issues in the City.

Ms. Willett explained there had also been discussions regarding the challenges of the City in enforcing property maintenance citations, particularly related to tracking down property owners. She stated the changes being recommended would address the issues. She pointed out the magistrates in the community follow protocols for notifications for all citations including criminal cases. She noted the main difference between the City's citation cases and criminal cases is the police often interact with the defendant at some point prior to issuing the charge or citation. However, with the City's cases, many times the property owner is an out-of-state LLC, presenting unique challenges.

COUNCIL UPDATES/NEIGHBORHOOD LIAISONS

Mr. Clark volunteered to assist with the Youth City Council. He reported on attending the Woodvale community meeting where codes violations was a topic of discussion. He noted there had not been a Downtown Business Owners meeting in April and another was scheduled for May 20th, 2026. He attended the walk in Moxham and prayer vigil. He thanked Mayor King and Father Matt Baum for organizing the evening. He noted it was a great event which brought the community together. He also thanked the community for the success of the fundraiser at Coney Island to assist the D'Angelo family in the wake of the fire at their house.

Mr. Barber reported on attending the electric bus event at Greater Johnstown High School. He also attended a promotion for the upcoming boxing match to be held at the Conference Center. Mr. Barber shared he is not a social media person. He noted the importance of building people up in the community and not tearing each other down. He wanted to dispel some of the rumors.

Mr. Barber asked Mr. Capriotti if it was true or false that a person had to go through City Council or the Manager's Office to file a code complaint. Mr. Capriotti confirmed code complaints can be filed by calling or contacting the codes department online.

Mr. Barber asked Mr. Arnone if Section 8 vouchers had been stopped and whether the City has any involvement in Section 8 or public housing in general. Mr. Arnone replied vouchers had been stopped for over a year. He also noted the City is not involved with public housing or Section 8.

Mr. Barber asked Chief Britton if the police force would be at full capacity at the end of May. Chief Britton explained the force would be full as of June 1st when the last officer hired starts. It will be the first time the force was completely filled since 2017. Mr. Barber commented he understood there had been recent issues but overall crime had been down recently. Chief Britton agreed, noting he had sent figures to Mr. Martynuska and he planned to report on them soon.

Mr. Arnone presented updates related to the City's public housing and water authority operations. For the water authority, he reported in April the Customer Service Department had received 73 new service applications for property transfers; 28 inactive accounts were reactivated; and 20 service renewals were completed. In addition, three mainline leaks were repaired; five hydrants were flushed; 1,380 feet of sewer line was jetted; and 15,843 feet of mainline was inspected. During April, work continued on the lead line replacement on Chandler Avenue and Stone Street. He mentioned the CCR report was available for public notice on the website. Pressure testing was almost 75 percent complete throughout the City.

Regarding the Housing Authority, Mr. Arnone reported as of April 2026, the housing population in the City was 2,603 people across 1,358 apartments. Section 8 utilization was at 75 percent with 921 people in 416 units. JHA is not accepting any Section 8 applications and has no plans of issuing new vouchers due to the lack of funding. He reported the next activity for the Choice Neighborhood Planning Grant would be May 21st in Coopersdale. Residents will be able to review multiple redevelopment options.

Mr. Arnone shared planned Memorial Day events at Roxbury Park and Sandyvale Park. He encouraged people to attend the events, particularly at Sandyvale event which has a car show.

Ms. Brandon-Taylor reported on attending the Prospect neighborhood meeting where community involvement and the use of neighborhood funds was discussed, as well as codes issues. People at the meeting asked if there could be a cleanup located in their general area as many residents were unable to transport trash to the City's April event. She also attended the electric bus event. She noted the buses were a phenomenal idea for kids with sensory issues or autism as the buses are quiet. She attended a Bridgerton themed event at the Russell House hosted by Jada's Jazz Cafe and Impact 814.

Mr. Clark asked if the neighborhood funds Ms. Brandon-Taylor referenced was the \$10,000 to be spent by September. She confirmed he was correct. He was glad the money would be spent on something the neighborhood needed.

Mr. Spinelli extended praise to the Public Works department for the cleanup initiative where 34 dumpsters worth of garbage was collected from residents compared to 16 dumpsters last year. He thanked Mayor King and Father Baum for organizing the community gathering and candlelight vigil in light of the recent uptick in criminal activity. He noted it was nice to be out in the community speaking with residents. He encouraged people to attend the 12th Annual Taste and Tour in downtown on May 23, 2026. Regarding the continued work on the stray cat issue, he thanked Ms. Huchel, JAWS, the Humane Society and the Seven Hearts Project. He also thanked Cambria Veterinary Care for agreeing to help in an emergency capacity if any of the trapped cats needed emergency care.

Mr. Hamacek appreciated the prayer event in Moxham, and it was a step in the right direction. Regarding codes, he discovered a couple violations while taking a walk in the 9th Ward. He reported the violations to the codes officer and was pleased to see letters had already been sent out when he checked back ten days later. Mr. Hamacek apologized for the misunderstanding at prior week's workshop regarding the plans for the Public Safety Building. He reported on touring the building with UpStreet at which time he saw many of the issues in the building. He noted the basement definitely needs addressed as the rebar had been rotting away due to salt from the trucks and age of the building. He noted attending a meeting with CGL Engineering and UpStreet to discuss the scope of the project with regards to the plumbing and HVAC system. He was also able to learn about the planned electrical upgrades.

Mr. Clark reported on a new crosswalk across Franklin Street to Roxbury Park. He thanked Mr. Truscello for his assistance. He commented on the process with PennDOT for approval, noting the process was quite easy. He added nearby residents planned to monitor the area to see if the crosswalk helped with people speeding through the area.

Mayor King thanked Chief Britton and Chief McCann for attending the Moxham canvas and for having people from both police and fire attending. She noted such events are crime intervention tools that allow police officers the opportunity to be in the community and create positive interactions. She noted, if people have experienced a positive interaction, they are more likely to report problems.

PETITIONS:

None.

ORDINANCES FOR FIRST READ

Ordinance No. 5381

AN ORDINANCE AMENDING ORDINANCE NO. 4535 ADOPTED JULY 11, 1990 AMENDING 1068.01 DEFINITIONS TO INCLUDE THE ESTABLISHMENT OF COMMUNITY EVENTS.

Mr. Martynuska noted the City was told the definition had to be tightened up. Mr. Capriotti explained the change came up as a result of a grant awarded to the City. DEP noticed the ordinance lacked language defining what a community event was. The City worked with DEP to establish language that would satisfy their requirement in order for the City to use the grant. He noted the definition of community event was the only change to the ordinance which was established in 1990. He noted the recycling component was part of the original ordinance. He added recycling has been and continues to be part of the City's trash collection as delineated in the ordinance.

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

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

RESOLUTIONS

Resolution No. 10767

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN,
PENNSYLVANIA, CAMBRIA COUNTY, PENNSYLVANIA, ADOPTING
THE CITY OF JOHNSTOWN COMPREHENSIVE PLAN PURSUANT TO
THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE.

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

Mr. Clark commented, when he had only been on the Council three months, he had
voted no on a resolution related to the comprehensive plan. He stated, at the
time, he did not fully understand the plan and the work that went into it. He
has looked the comprehensive plan over multiple times and thanked everyone
who worked to clean up language he had concerns about.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10768

A RESOLUTION AUTHORIZING THE PURCHASE OF AN INTELLISCAN
SCANNER UTILIZING FUNDS PROVIDED THROUGH AN
APPALACHIAN REGIONAL COMMISSION (ARC) GRANT.

Mr. Arnone made a motion to amend a line item in the resolution from the number
340-00 to 570-00. The motion was seconded by Mr. Spinelli and passed by
the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

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

Mr. Martynuska explained City staff had been wrestling with tons of documents requested on a daily basis for right-to-knows, litigation, or just everyday business. He noted the attic of City Hall as well as various offices throughout the City are stuffed with documents dating back over 100 years, some of which must be kept in perpetuity. In addition, a few years ago, the City adopted a records retention policy that mimics the state's policy. Through research in how to handle the documents, he came across a vendor who supplies a high-speed scanner. The same scanner is used by a number of states, including Pennsylvania. The scanner is able to scan between 600 and 1,000 pages per minute and can be programmed to label documents for storage. The labeling will make the documents searchable and reduce the labor intensity of retrieving the documents.

Mr. Martynuska acknowledged the \$231,000 was a huge price tag; however, there was a five-year commitment. After the five-years, the machine would belong to the City. He stated the ARC grant would pay for \$50,000 and another \$50,000 had been secured from DCED. The scanner itself was \$130,000 with the remaining amount being for software, maintenance, and upgrades. He had contacted other agencies in the City and county to offer the use of the machine for a fee. He explained the portability of the machine. He also noted, in addition to City staff, there was an opportunity to use summer interns to help digitize the documents.

Mr. Clark pointed out the machine could potentially help the City make revenue later on.

Mayor King requested a better explanation of funding. Mr. Martynuska reiterated the grant from ARC and the DCED funding. He stated the remainder of the payments for years three, four, and five would be funded through grants or the capital budget. The yearly total would be approximately \$46,000. He noted the ARC grant would pay for the first year and the DCED funds would pay for the second year.

Mr. Clark asked, if approved, what the time frame would be for the City to receive the machine. Mr. Martynuska expected the machine would be received within six weeks.

Mr. Hamacek asked if the City would have to continue paying for maintenance after the initial five years. Mr. Martynuska explained, after five years, the City would only pay if there was a needed software upgrade or something physically broke on the machine. He noted, in doing research, he did consider how often the machines needed repaired, which does not happen often.

Mr. Spinelli asked if there would be opportunities to seek out additional grant money, noting Aspire may be able to help. Mr. Martynuska confirmed there would be opportunities. Mr. Spinelli stated the paper documents would not go away and would eventually need to be digitized. He added the machine would not be any cheaper in the future. He stated Council had the opportunity to address the situation now with the caveat that additional funding is pursued to offset the cost.

Ms. Brandon-Taylor asked about the records retention policy. Mr. Martynuska explained the retention time varied by type of record. Ms. Willett offered to review the City codes. She noted there are specific requirements for documents that fit within certain laws. She added the range could be anywhere from two years to 100 years. Ms. Brandon-Taylor noted there was a need for the City to have a system in place to make the records retention policy attainable and manageable.

Mr. Hamacek asked whose job it would be to assign the process. Mr. Martynuska stated a training program would come with the package. He noted a big part of the process would be the labeling component, ensuring standardization. Mr. Hamacek asked if there would be any privacy issues if an intern is scanning the documents. Mr. Martynuska stated the interns would not even see the documents. He explained the documents are fed into the scanner from a three-foot stack, not individually. The scanner would label the pages as scanned into the system, allowing for easier searches.

Mayor King commented the scanner would be beneficial for the police department. Chief Britton agreed, noting the 100-year room houses homicide documents which must be retained for 100 years. Mr. Capriotti noted, regarding Mr. Hamacek's privacy concerns, police documents would be handled by someone in JPD, not by an intern.

Mr. Martynuska pointed out the data would be encrypted with cloud backups. He noted, if the paper documents were accidentally destroyed in a flood or fire, there is not backup. He also pointed out the scanner is designed to handle delicate documents.

Mayor King asked if Mr. Martynuska had physically seen the scanner in operation. Mr. Martynuska replied in the negative but noted observing demonstrations. Mr. Capriotti added City staff viewed demonstrations using a variety of papers and documents. The vendor also provided contacts for places using the scanner so the City could reach out for their experiences. Mayor King asked how a document would be able to be found. Mr. Martynuska explained the document coding would allow for searches in a number of different ways.

Ms. Brandon-Taylor asked if a search needed to be done, would the person need to go to the physical location of the scanner. Mr. Martynuska replied no. Ms. Brandon-Taylor asked if the scanner system would integrate with the City's existing computer system or an upgrade would be required. Mr. Martynuska confirmed the scanner would be compatible with what the City already used.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10769

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA, APPROVING AMENDMENTS
TO THE FY 2019, FY 2020, FY 2021, FY 2022, FY 2023, FY 2024, AND
FY 2025 CDBG PROGRAM YEARS.

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

Mr. Rutledge explained the money was being shifted because time was running out to use some of it. A new pilot program was being designed for home rehabilitation that needs repairs with costs beyond the CDBG guidelines. In addition, a program was created to purchase current housing stock for rehabilitation. After rehabilitation, the homes would be available for purchase. The first-time home buyer program was being eliminated, and the new program would help buyers with up to \$24,000 for cost assistance and down payment assistance, depending on the situation. With the program, the money from each sold property would be put back into the acquisition program, allowing the City to continue to put funds into housing.

Mr. Rutledge explained other funds were moved into projects like the Cypress Avenue playground project in Moxham. In addition, in 2026, because DCED already has housing funding, more money was allocated towards economic development for businesses. He noted, if the pilot programs work, DCED can continue to use funds to bring money back to the City. He also explained DCED is considering strategic ways in different neighborhoods for demolition.

Mr. Hamacek stated the programs seemed like excellent ideas. He asked if Mr. Rutledge had the staff for the programs. Mr. Rutledge noted Dave Williams would help with project management. He noted mechanics of the acquisition program were still being worked out. Mr. Hamacek stated the amount of paperwork may require another person. Mr. Rutledge replied DCED is sitting down with all of the programs to come up with a process. He has software which will help organize the programs with dates and reminders.

Mr. Hamacek commented brochures about the program would be beneficial. Mr. Rutledge replied resources would be available, and they were exploring small brochures. He also shared information regarding the lead grant program.

Ms. Brandon-Taylor asked if what would be done regarding previous applications for programs and if income levels would be changing. Mr. Rutledge stated HUD income guidelines would be changed in June. He explained his office is working through the list of previous applicants. He noted previous applicants may no longer be interested or may not live at the properties any longer. He explained the lead program is for owner-occupied properties.

Ms. Brandon-Taylor commented the new income levels may make programs more attainable for some people. She also commented on the idea of a snapshot with condensed information on the programs. Mr. Rutledge shared his reviewing tri-fold brochures once all of the programs are in line. He noted either himself, Mr. Williams, or Theresa Rowe sits down with residents to explain guidelines and applications to ensure residents understand the programs. Ms. Brandon-Taylor stated it may be useful for DCED to explain what people need to do to qualify for programs. Mr. Rutledge frequently attends neighborhood meetings to explain the programs and someone from the department would also be on hand at the Farmers Market on Fridays to provide resources.

Mr. Hamacek asked what would happen with the program if a resident failed to make payments. He wondered if the City would have a lien position. Mr. Rutledge confirmed the City would have a lien position. Mr. Hamacek provided additional clarification on how the liens might work.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING THE FY 2026 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS APPLICATIONS.

Mr. Arnone made a motion to approve the resolution. Mr. Clark seconded the motion, which passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli, Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS AND TAKE OTHER ACTIONS NECESSARY IN THE PURCHASE OF 2026 TRANSIT VAN FOR PRISONER TRANSPORT.

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

Mr. Martynuska explained the van would replace an older vehicle being handed off to another City department for use. The funding was coming from a grant secured through Representative Burn's office.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli, Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH

STACKHOUSE PARK TO ADMINISTER A DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) GRANT.

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

Mr. Clark commented he grew up around Stackhouse Park and was in it all the time. In his opinion, any cooperation the City has with the Park is a no-brainer.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

Resolution No. 10773

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY
MANAGER TO SIGN ALL DOCUMENTS AND TAKE OTHER ACTIONS
NECESSARY IN THE PURCHASE OF ONE ROLLBACK.

Mr. Barber made a motion to table the resolution. There was no second.

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

Mr. Martynuska explained the rollback will help City staff with removing the abandoned vehicles off of the streets and from private properties with proper notification per the recent authorization from City Council. He noted there was also money budgeted for a secure structure for vehicles involved in police investigations. In addition, the City would be able to tow city vehicles as needed instead of paying for an outside service. The rollback would also be used for other purposes as needed. He stated an RFP was put out for the vehicle and the money was budgeted for the line item. He added the vehicle would be a great benefit for everything the City is trying to accomplish.

Mr. Arnone asked if there were certain licenses and agreements with PennDOT and the state that were needed to do towing work. Mr. Truscello stated the biggest part of having the rollback would be the safety aspect for internal use. He explained how equipment is currently transported through the City. He also noted the rollback would be useful in the winter to salvage City vehicles when

they get caught in snow. Regarding licensing, he noted a salvage license would eventually be needed if the City planned to sell abandoned vehicles that they towed.

Mr. Barber noted the City does not currently have a salvage license. He asked if the rollback had already been purchased. Mr. Truscello replied the vehicle had not been purchased yet.

Mr. Spinelli asked how hard it would be to get a salvage license. Mr. Truscello stated the City would need to go through the state and he would have to look into specifics.

Mr. Hamacek asked how much the vehicle would have been if purchased new in 2018. Mr. Truscello stated it would have been around \$100,000 at the time with a new one in 2026 being around \$140,000. He noted the rollback being looked at had mainly transported lawn tractors and small front-end motors from a lawn care service.

Mr. Barber questioned the paid stamp on the paperwork. Mr. Martynuska explained the vehicle had not been purchased, and the wrong stamp had been used when the paperwork was received.

Mayor King asked if vehicles would be labeled with a sticker indicating a tow date if the vehicle was not moved. Mr. Truscello stated the police department would be handling marking vehicles. Mayor King then asked where vehicles would be towed to. Mr. Truscello stated the plan was to park vehicles in the lot next to the Fire Training School in Hornerstown.

Mayor King asked when Mr. Truscello expected to apply for the salvage license for the City. She noted at some point the towed vehicles would need to be dealt with. Mr. Truscello explained it takes time with the first step of acquiring the rollback and the next step being the salvage license.

Mr. Barber expressed concerns with purchasing the rollback prior to getting the salvage license. He noted he does not have a problem with having towing but felt there needed to be a process done correctly in the right way.

Ms. Brandon-Taylor asked if a CDL licensed operator would be needed once the weight of a towed vehicle was added to the weight of the rollback. Mr. Truscello stated a CDL license should not be needed, but Public Works already has employees with CDLs.

Mayor King noted the City was not in the business to function as a towing company with regards to accidents. Mr. Clark commented the intention was to eventually make revenue from the towing after proper licensing. Mr. Truscello commented to act as a towing business, the City would need more employees and a second rollback to run 24/7.

Mr. Barber asked if the City was taking property away from the fire department by using the lot at the training center. Mr. Truscello pointed out the City used the lot for the dumpster program. Mr. Barber noted his concerns stemmed from the City not having a salvage license to deal with the vehicles after they were towed which is why he had asked to table to motion.

Mr. Hamacek asked if the price listed would be negotiated. Mr. Martynuska explained he had already spoke with the owner and the price was what the RFP came in at. He also noted Mr. Truscello had been able to examine the rollback.

Ms. Willett commented the City would have to go through the same process as a private resident or business to get a salvage license.

Mr. Spinelli asked if the City was under a time constraint to purchase the rollback. Mr. Martynuska noted the only constraint would be if the vehicle was no longer available. He added in the original budget there were two vehicles budgeted but the number had been reduced to one through discussions with Council.

Mayor King understood Mr. Barber's position; however, the vehicles needed to be off of the streets.

Mr. Barber asked Ms. Willett if the City was allowed to tow vehicles off of the streets. Ms. Willett responded the City could tow abandoned vehicles provided the proper process was followed. She noted towing from private properties was a tougher question.

Mr. Clark commented the ordinance was passed to allow the City to deal with problem vehicles. He noted the City was not planning to just take vehicles and certain criteria needed to be followed with proper notice. He added the ordinance was passed to give the City teeth in dealing with nuisance vehicles.

The motion passed by the following vote:

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

Nays: Mr. Barber (1).
Abstain: None (0).

Resolution No. 10774

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

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

Mr. Clark extended appreciation to Mr. Spinelli for all of his research and work as well as Ms. Huchel with JAWS. He noted the resolution was just a start to helping with the problem.

Mr. Spinelli stated, with the resolution, the City had the opportunity to start addressing the stray cat issue that has spread across the City. He noted stray cats was being used as an umbrella term to encompass feral cats. He thanked all of the people and organizations involved with the effort. He noted Council was voting on a pilot TNR program for one month, after which, if extended, amendments could be made to address the release aspect that drew the ire of Ms. Stanton. The first clinic was scheduled for June 20th and if it went well, a longer contract may be negotiated. His long-term goal is 12 clinics a year, possibly more frequently in the summer as the winter weather is not conducive to TNR programs.

Mr. Spinelli recognized there was talk about an animal control officer. He explained 12 clinics a year would cost roughly the same as an animal control officer and would spay or neuter 312 cats. He noted an animal control officer would not have anywhere to take trapped cats and would not be fixing the cats. He added it would be nice to have cooperation from surrounding municipalities. He pointed out the goal of the program is to put dollars directly towards the fight. He explained the costs involved. He noted JAWS was not getting rich off of the program and was a volunteer organization who was going to be doing the hard work. He stated a difference would not be seen overnight but eventually the program would make a difference to get a handle on the stray cat population.

Mr. Clark echoed Mr. Spinelli's comments on cooperation from other municipalities. He noted intergovernmental cooperation would be nice as the problem in the City could spread to other areas.

The motion passed by the following vote:

Yeas: Mayor King, Mr. Arnone, Mr. Barber, Mr. Hamacek, Mr. Spinelli,
Ms. Brandon-Taylor, Mr. Clark (7).

Nays: None (0).

Abstain: None (0).

NEW BUSINESS

None.

OLD BUSINESS

None.

DEPARTMENT REPORTS:

POLICE DEPARTMENT

Mark Britton, Police Chief, reported JPD handled about 3,300 calls in April 2026 as well as one officer completing about 250 traffic stops. JPD also worked with Codes to establish the ORI. JPD received grants with the assistance of Frank Burns' office and Senator Langerholc's office. The grants will help purchase new PTU, neighborhood cameras, and license plate readers. Chief Britton was continuing to work with Aspire on available grants to purchase much-needed items for the Police Department.

He reported on a saturation patrol from April 29, 2026, in which there were 25 traffic stops with two people arrested. He thanked law enforcement partners who helped with search warrants. He noted Senator Langerholc rode along with the men and women who took time away from their families to help keep the streets of Johnstown safe. He reported speaking with PLCB in relation to Slammin' Sams.

Chief Britton stated CIT training continues, and two officers completed DRE training. He reported, over the summer, there would be a dedicated officer for the downtown area doing foot and bike patrol. After considering new tire replacements for existing bikes, Eastmont Auto reached out and donated funds

to purchase a new patrol bike. The officer will be centralized on the parking garages and business district.

Chief Britton shared JPD is starting to prepare for the backpack project over the summer as well as National Night Out. Chief Britton also shared it was National Law Enforcement Memorial Week. He noted the job is difficult, and there were 109 officers lost in the line of duty last year. He asked for the officers and their families to be kept in Council's prayers. He also acknowledged the recent Memorial week for firefighters.

CODES

Mike Capriotti, Assistant City Manager, provided a recap of his written report. In the month of April 2026, 136 violations were issued; 23 lien verifications were completed; 30 rental inspections were completed; and nine abandoned vehicles were towed. One property was sent to Laurel Municipal for remediation, and seven properties were condemned. He reported both codes officers were completing training. He also commented on the ORI training completed with the assistance of JPD that enables the codes officers to file criminal citations with the magistrate instead of asking JPD for assistance. He explained the notification process used for abandoned vehicles. Having the ORI will make the codes department more efficient.

Mr. Barber asked if the police had to be present when the tow truck came to tow a vehicle. Chief Britton confirmed JPD has to issue the tow ticket, and they usually stay to ensure there are no issues while the vehicle is being towed.

PUBLIC WORKS

Carmen Truscello, Public Works Director, reported Public Works has been working on timing for lights throughout the City to help save some money. Lights were replaced on Johns Street and at Sargent's Stadium at the Point in the parking lot. Repairs were completed twice at Phoebee Court Tunnel in Woodvale and at the traffic light on the Hickory Street Bridge. He noted a dusk to dawn sensor would be added to the Napoleon Street Bridge. Public Works is working to cut the grass at all of the playgrounds. He also noted knotweed was removed, and fencing repairs were completed at the Iolite playground in Woodvale. A new bench is being purchased for Honan Street playground.

Mr. Truscello reported on cleanup efforts in the City for garbage and to clear storm drains. He also reported on the citywide cleanup that happened April 6 through April 25, 2026. He noted there were 34 dumpsters collected with 298

tires off rims, and 70 tires on rims. He did not have a number of televisions collected but noted it was about five to six trailers full. He also reported the roof of the Public Safety Building was complete.

Mr. Arnone asked if park benches had been saved from Central Park. Mr. Truscello explained the bench at the playground was associated with a grant and had to be replaced with the same kind of bench. He explained the benches removed from Central Park had been placed throughout the City.

Mr. Arnone stated that a resident reported there was a huge flag in bad condition on D Street by the ballfield and cemetery. He asked if Public Works could take a look at it. Mr. Truscello agreed to look.

Mr. Clark asked if Mr. Truscello could provide insight on the grass cutting schedule through the City. He noted there were a lot of empty lots. Mr. Truscello explained there are currently three crews cutting grass with the playgrounds being the first priority. After the playgrounds are complete, the lots will be cut along with other areas. He noted the crews are on a rotation schedule. Mr. Clark asked how many parcels of ground there were. Mr. Truscello estimated 15 playgrounds and 30 parcels of land.

FINANCE

None.

FIRE DEPARTMENT

Jim McCann, Fire Chief, reported, in April 2026, the Fire Department responded to 295 calls for service. There were two major fires. He noted the department continues to assist the Codes Department. The department also continues to work with the Red Cross on the smoke detector program as well as fire safety. JFD ramped up facility tours of commercial properties for preplanning and fire safety inspections. The written portion of the promotional exams took place on April 23rd, and the oral interviews took place at the beginning of May. He is waiting for Civil Service to approve the final testing scores. He also noted the Department is always doing community involvement.

RECREATION

None.

COMMUNITY ECONOMIC AND DEVELOPMENT

John Rutledge, Economic Development Director, reported in April he attended a proposal meeting in State College and attended the Planning Commission meeting. He thanked Council for reviewing the amendments in Resolution 10769 and approving them.

Regarding the comprehensive plan he thanked everyone involved in the process. He noted the project was not just his but was everybody's project.

Mayor King asked how many surveys were sent out for the comprehensive plan. Mr. Rutledge replied there were over 10,000 surveys sent out with 700 responses. Mayor King pointed out Mr. Rutledge made every attempt to have public input. She pointed out the majority of the responses came from students who have taken the time to be involved in the process while adults are the ones complaining.

Mr. Rutledge shared information on the downtown Farmers Market. He noted 19 vendors have signed up with several musicians. Sponsors include Wessel & Company, Sargent's, In First Bank, Somerset Trust, First Summit Bank and CamTran. The Farmers Market is on Fridays from 9:00 a.m. until 2:00 p.m. except for Juneteenth and July 3rd at the corner of Market and Main Streets.

HUMAN RESOURCES

None.

ENGINEER REPORT

None.

PUBLIC COMMENT: NON-AGENDA ITEM

Dorothy Clark, 1058 Boyd Avenue, commented on efforts to clean up littering. She noted her community held a cleanup day on April 11, 2026, spanning from Elizabeth Court to Warner Street and from Valley Pike to Osbourne Street. Through the efforts of ten volunteers, they collected over 40 lawn and leaf bags of garbage. She did not have a problem with the restoration of Central Park but did have a problem with the roads leading to the park being filled with garbage and debris. She stated you cannot complain about a problem unless you are willing to be a part of the solution.

She stated the solution is education starting with the youth in the community. She commented the job of the police is to clean the streets of crime, not garbage. She proposed several ideas to help with littering including a citywide cleanup day, a coloring contest for elementary and middle schools, high school students designing graphics with original slogans, and signs regarding littering fines along heavily traveled roads. Ms. Clark concluded by asking for Council's help.

Mayor King agreed with Ms. Clark's statements, noting fines for littering should be increased and more signage was needed. Mr. Barber commented he especially liked Ms. Clark's ideas with the children.

Joseph Warhol, 44 Clover Street, noted he lives near Slammin' Sams. He expressed frustration and anger over nearby gunfire. He noted there have been six gunshot calls in five years with one bullet hitting his house in the wall above his kid's bed. He noted the City had used their nuisance ordinance to close a place in the past.

Mr. Arnone pointed out Chief Britton had reported working with PLCB. Mr. Warhol stated a two-pronged approach could be used with the City enforcing nuisance property laws and ordinances. He listed several issues which could potentially be addressed through ordinances. He also urged everyone to contact PLCB individually regarding the situation.

Mr. Clark agreed with Mr. Warhol. Mr. Warhol echoed his earlier statements, asking for something to be done. He noted it was one thing to hear loud music or a bar fight, but the gunfire was too much to bear.

Mrs. Warhol commented that her mother lives with them and is afraid. Mr. Warhol noted that half of his neighbors are also afraid but are also too scared to go to the PLCB. He added marches were nice, and he liked the idea of peace and unity, but more was needed.

RECESS/ADJOURNMENT

Mayor King stated the next regular meeting was scheduled for June 10, 2026, at 6:00 p.m.

The meeting adjourned at 8:36 p.m.

CITY OF JOHNSTOWN, PENNSYLVANIA

ORDINANCE NO. 5381

Bill No. 4 of 2026

**Introduced to Council
May 13, 2026**

**AN ORDINANCE AMENDING ORDINANCE NO. 4535 ADOPTED JULY 11, 1990
AMENDING 1068.01 DEFINITIONS TO INCLUDE THE ESTABLISHMENT OF COMMUNITY EVENTS**

WHEREAS, the city has established a recycling program to protect public health, safety, and welfare and;

WHEREAS, large gatherings and events generate significant quantities of recyclable materials and;

WHEREAS, it is necessary to clearly define such events to ensure proper compliance with recycling requirements and;

WHEREAS, the City of Johnstown desires to amend Chapter 1068 to include a definition of such activities;

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

FIRST READ: MOTION: Arnone **SECONDED:** Clark

Roll Call:

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

SECOND READ: MOTION: _____ **SECONDED:** _____

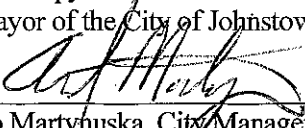
Roll Call:

Spinelli			Brandon-Taylor			King			Arnone			Barber			Clark			Hamacek		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
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PASSED ON: JUNE 10, 2026

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

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. **5381** as the same was passed finally by City Council and signed by the mayor and/or the Deputy Mayor of the City of Johnstown, Pennsylvania.



Arturo Martynuska, City Manager or Jennifer Burkhart City Clerk

CHAPTER 1068

Recycling

1068.01 Definitions.

1068.02 Establishment of program.

1068.03 Separation and collection.

1068.04 Ownership of recyclable materials.

1068.05 Collection by unauthorized persons.

1068.06 Sale or donation of materials.

1068.07 Franchise or license to collect.

1068.08 Enforcement.

1068.99 Penalty.

CROSS REFERENCES

Garbage and rubbish collection and disposal - see S.U. & P.S. Ch. 1060

Garbage and rubbish disposal plants - see P. & Z. Ch. 1260

Unlawful deposits on public and private property - see H. & S. 1810.04

1068.01 DEFINITIONS.

As used in this chapter:

(a) "Aluminum beverage can" means a soda, beer or other lightweight aluminum beverage container.

(b) "Commingled" means the mixed state in which all designated recyclable materials are stored until collected.

(c) "Curb-sort" means a collection technique used by a contractor, whereby "commingled" materials are separated by the operator at the curbside, separating each material into its designated bin on the recycling vehicle.

(d) "Curbside container" means a container having an eighteen-gallon capacity, made from recycled plastic and used for residents to store materials.

(e) "Glass" means clear glass only. It does not include colored glass, pottery, window or plate glass, ceramics or light bulbs, because these items can damage a glass manufacturer's furnace.

(f) "Newsprint" means the "black and white" editorial pages of a daily newspaper only. It does not include "glossy" inserts, office paper or cardboard.

(g) "Plastic milk jugs" means a milk or water jug made of high density polyethylene or HDPE. These containers are coded with the number "2" and the letters "HDPE."

(h) "Plastic soda bottle" means a bottle made of polyethylene terephthalate or PET. These bottles are coded with the number "1" and the letters "PETE."

(i) "Recycling vehicle" means a compartmented, self-contained unit which provides separate storage bins for placement of recyclable materials.

(j) "Steel or tin cans" means a soup, tuna fish or other steel or tin food or beverage can. It does not include gasoline cans, oil cans or aerosol cans of any type.

(k) "Community activities"- Events sponsored in whole or in part by a municipality or held within a municipality and sponsored privately, which include, but are not limited to, events include fairs, bazaars, picnics, or sporting events that will be attended by more than 200 people each day of the event.

1068.02 ESTABLISHMENT OF PROGRAM.

The City hereby establishes a program for the mandatory separation and collection of recyclable materials, leaves, clear glass, plastic bottles, aluminum cans and steel or tin cans from all residences and commercial, municipal and institutional establishments within the corporate limits of the City.

(Ord. 4535. Passed 7-11-90.)

1068.03 SEPARATION AND COLLECTION.

(a) All persons who are residents of the City shall separate those recyclable materials designated herein, as well as those that are from time to time added to the list of said recyclable materials, from all other waste produced at their homes, apartments and other residential establishments; store such materials in the recycling containers provided by the City; and shall place the same for collection in accordance with the guidelines established hereunder.

(1) Persons in residences must separate recyclable materials from other refuse. Recyclable materials shall be placed at the curbside in containers provided by the City for collection. Any containers provided to residences for collection of recyclable materials shall be the property of the City and shall be used only for the collection of recyclable materials. Any resident who moves within or from the City shall be responsible for returning the allocated container(s) to the City or shall pay the replacement cost of said container(s). Use of recycling containers for any purpose other than that of the designated recycling

program, or use of the recycling containers by any person other than the person allocated such container(s), shall be a violation of this chapter.

(2) An owner, landlord, or agent of an owner or landlord, of a multifamily rental housing property with more than four units shall comply with his or her recycling responsibilities by establishing a collection system at each property. The collection system must include use of the City-provided containers for collecting and sorting the recyclable materials, easily accessible locations for the containers, and written instructions to the occupants concerning the use of the collection system. Owners, landlords and agents of owners or landlords who comply with this chapter shall be liable for noncompliance of occupants of their buildings.

If recyclable materials are collected by a collector other than the City or its authorized agent, owners, landlords and agents of owners or landlords hiring such other collector shall submit an annual report to the City reporting the tonnage of materials recycled during the previous year.

(b) All persons must separate leaf waste from other municipal waste generated at their houses, apartments and other residential establishments for collection unless those persons have otherwise provided for composting of leaf waste.

(c) Persons must separate high grade office paper, aluminum, corrugated paper, leaf waste and such other materials as may be designated by the City, which materials are generated at commercial, municipal and institutional establishments and from community activities, and shall store the recyclable materials until collection.

If recyclable materials are collected by a collector other than the City or its authorized agent, occupants of said establishments shall submit an annual report to the City reporting the tonnage of materials recycled during the previous year.

(Ord. 4535. Passed 7-11-90.)

1068.04 OWNERSHIP OF RECYCLABLE MATERIALS.

From the time of placement of all recyclable materials at the curb, all such materials shall become the property of the City.

(Ord. 4535. Passed 7-11-90.)

1068.05 COLLECTION BY UNAUTHORIZED PERSONS.

It shall be a violation of the terms of this chapter for any person, firm or corporation, other than the City or its authorized collector or agents, to collect, pick up or cause to be collected or picked up, any recyclable materials. Each collection or pick-up shall constitute a separate and distinct offense.

(Ord. 4535. Passed 7-11-90.)

1068.06 SALE OR DONATION OF MATERIALS.

Notwithstanding any provision of this chapter, any person having ownership of recyclable materials may sell or donate the same to any person, firm or corporation, whether operating for profit or not. However, such materials may not be placed for collection at, nor collected from, the curbside, and any such collection must be granted written permission from the City.

(Ord. 4535. Passed 7-11-90.)

1068.07 FRANCHISE OR LICENSE TO COLLECT.

The City may enter into an agreement with public or private agencies or firms to authorize them to collect all or part of the recyclable materials from curbsides.

(Ord. 4535. Passed 7-11-90.)

1068.08 ENFORCEMENT.

The Director of Public Works is hereby authorized and directed, in cooperation with the collector, to make such reasonable rules and regulations for the operation and enforcement of this chapter as are deemed necessary, including, but not limited to:

- (a) Establishing recyclable materials to be separated for collection and recycling by residences, and additional recyclable materials to be separated by commercial, municipal and institutional establishments;
- (b) Establishing collection procedures for recyclable materials;
- (c) Establishing reporting procedures for amounts of materials recycled;
- (d) Establishing procedures for the distribution, monitoring and collection of recyclable containers; and
- (e) Establishing procedures and rules for the collection of leaf waste.

(Ord. 4535. Passed 7-11-90.)

1068.09 CITY'S RIGHTS RESERVED.

The City reserves the right not to collect Municipal waste containing recycled materials in combination with nonrecyclable materials.

(Ord. 4535. Passed 7-11-90.)

1068.99 PENALTY.

(a) Any person, firm or corporation who or which violates the provisions of this chapter shall receive an official written warning of noncompliance for the first and second offenses. Thereafter, all such violations shall be subject to the penalties hereinafter provided.

(b) Except as otherwise provided in subsection (a) hereof, any person, firm or corporation who or which violates any of the provisions of this chapter shall be fined not less than twenty-five dollars (\$25.00) nor more than three hundred dollars (\$300.00) and costs of prosecution, for each and every offense.

(Ord. 4535. Passed 7-11-90.)

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10776

**A RESOLUTION OF JOHNSTOWN CITY
COUNCIL DESIGNATING JOHNSTOWN, PA AS A BEE CITY USA®
AFFILIATE.**

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honeybees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population decline due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, Johnstown should be certified as a Bee City USA community because of the collaboration among community partners, including the John B. Gunter Leadership Initiative, to increase education and awareness and to support pollinator conservation within the community; and

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Johnstown chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The Office of City Manager is hereby designated as the BEE CITY USA sponsor.
2. The Assistant City Manager is designated as the BEE CITY USA Liaison.
3. Facilitation of Johnstown's BEE CITY USA program is assigned to the Bee City Johnstown Committee.
4. The Bee City Johnstown Committee is authorized to and shall:
 - a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase Johnstown's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
 - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage at www.BeeCityJohnstown.org which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
 - c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, identifying and inventorying Johnstown's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
 - d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.

e. Policy & Plans: Establish, through the City of Johnstown, a policy in the Pollinator Initiative Plan of Johnstown's Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation and review the Pollinator Initiative Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.

f. Renewal: After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Johnstown's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on Johnstown's population.

RESOLUTION SECONDED BY COUNCILPERSON:

Roll Call:

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

ADOPTED: June 10, 2026

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution **No 10776**, as the same by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King Mayor, and or Dep Mayor Charles Arnone

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

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A STIPULATION FOR SETTLEMENT IN THE MATTER OF *PENNSYLVANIA LINES, LLC, ITS AFFILIATES AND SUBSIDIARIES, INCLUDING NORFOLK SOUTHERN RAILWAY COMPANY v. CAMBRIA COUNTY BOARD OF ASSESSMENT APPEALS*, NO. 2025-4732, PENDING IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY.

WHEREAS, Pennsylvania Lines, LLC, its affiliates and subsidiaries, including Norfolk Southern Railway Company ("Appellant"), filed an appeal from decisions of the Cambria County Board of Assessment Appeals regarding 80-002. -124.000 (vacant lot on Crooked Place) & 81-009. -300.000 (920 Maple Ave) property tax assessments identified at Cambria County Docket No. 2025-4732; and

WHEREAS, the City of Johnstown intervened in the matter as an interested taxing authority; and

WHEREAS, the parties have engaged in discussions and negotiations regarding the assessment status and taxability of certain railroad parcels located within Cambria County; and

WHEREAS, the parties have prepared a Stipulation for Settlement resolving the pending litigation and establishing the tax status and assessment values of the subject parcels effective January 1, 2019, until changed by law; and

WHEREAS, the City Council of the City of Johnstown has reviewed the proposed Stipulation for Settlement and has determined that entering the settlement is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, Cambria County, Pennsylvania, as follows:

RESOLUTION SECONDED BY COUNCILPERSON _____

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

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10777 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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

Arturo Martynuska, City Manager or Jennifer Burkhart, City Clerk

RESOLUTION NO. 10778[illegible]

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10778 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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

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

AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2026, by and between the Township of East Pennsboro, a township of the first class, with office located at 98 S. Enola Drive, Enola, Pennsylvania 17025("Township")

AND

September 11th National Memorial Trail Alliance, a foreign non-profit corporation registered with the Department of State of the Commonwealth of Pennsylvania, having an address of 5107 Jean Street, Verona, Pennsylvania 17147-24013 ("Alliance").

BACKGROUND

WHEREAS, the Alliance, in accordance with its objectives, access a recreational trail ("Trail") through the Township as depicted on Exhibit "A"; and

WHEREAS, in order to provide notice to the public of the Trail location, the Alliance desires to post appropriate directional signs along certain Township roads (not including PennDOT rights of ways or State Roads); and

WHEREAS, the Township wishes to cooperate with the Alliance regarding the size, placement, number and maintenance of the signs within Township rights of ways and property.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Alliance agrees that:

- (a) Its combination of signs on posts shall be no larger than 12 inches wide and 27 inches high in size and satisfactory to the Township as to their design;
- (b) Its signs shall be posted at various locations, all at the Alliance's expense;
- (c) The actual placement of all signs is subject to Township's approval and Pennsylvania Department of Transportation (PennDOT), as located;
- (d) All signs shall be maintained in good condition at the Alliance's expense;

- (e) Alliance will promptly repair, reattach, remove, or replace any signs that have become loosened, disarranged, or damaged;
 - (f) No signs shall be located on private property or PennDOT rights of way of state roads without the written consent of a property owner or PennDOT and proof of same provided to the Township; and
 - (g) Any signs that may pose a hazard in the sole discretion of the Township shall be removed by the Alliance at the Alliance's sole cost and expense.
2. Township agrees to the placement of signs within Township Rights of Ways or property by the Alliance without the need for the Alliance to apply for and receive sign permits otherwise required by Township ordinances.
 3. The Alliance agrees to protect, defend, indemnify, and hold harmless the Township, its Commissioners, officers, appointees, employees, and agents against any and all claims, demands, suits, actions, proceedings, losses, damages, costs, expenses, and reasonable attorneys' fees, which may be suffered or incurred the Township arising out of or relating to: (i) any acts or omissions of the Alliance, its employees, agents, consultants or subcontractors, in the course of establishing, maintaining, and removal of signage as described in this agreement; (ii) any negligence, gross negligence, or willful misconduct the Alliance; or (iii) any breach of this Agreement by the Alliance. The Alliance's duty to defend shall arise immediately upon tender of a claim, and shall not be contingent upon a finding of liability. Said indemnification is in addition to any other rights that the Township may have against the Alliance and shall survive termination or expiration of this Agreement.
 4. During the term of this Agreement, the Parties agree to comply with any and all laws, rules, regulations, and requirements that are now or hereafter enacted or promulgated that governs or applies to its duties and obligations hereunder.
 5. The Parties recognize that this Agreement is at all times subject to applicable laws and regulations and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed

to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such laws and regulations in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within sixty (60) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice at which time the Alliance, at its sole cost and expense shall remove all signs placed within Township Right of Ways or property.

6. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of the other Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.
7. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the Party to which the notice is sent (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery, overnight delivery or courier service) as follows:

East Pennsboro Township
ATTN: Township Manager
98 S. Enola Drive
Enola, PA 17025
Fax: 717-732-7810

September 11th National Memorial Trail Alliance
ATTN: _____
5107 Jean Street
Verona, Pennsylvania 17147-24013
Fax: _____

8. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating in any way to this Contract including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement, shall be resolved first by mediation with a Mediator selected by Owner and Contractor. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement/the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days

of such notice, management level representatives of both Parties shall meet at an agreed location in Cumberland County, Pennsylvania to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration pursuant the Uniform Arbitration Act, 42 Pa. C.S.A., Section 73, et seq. shall be non-appealable, except in accordance with such statute. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Any controversy concerning this Agreement shall be determined by arbitration upon the initiation of either party, and shall be settled and finally determined by an arbitrator mutually acceptable to both parties. If the parties are unable to agree upon a single arbitrator, each party, at its own cost and upon notice to the other party, shall appoint one arbitrator. If a party does not appoint an arbitrator within five (5) business days after the other party has given notice of the name of its appointed arbitrator, the single arbitrator first appointed shall be the sole arbitrator, and that arbitrator's decision shall be binding upon both parties. If two arbitrators are appointed, they shall appoint a third arbitrator, and the three shall resolve the question. The third (3rd) arbitrator shall be neutral and unbiased and shall serve as chairman of the panel. Each party shall bear the fees and expenses of its counsel, witnesses and arbitrator, and the fees and expenses of the third (3rd) arbitrator and the cost of the arbitration shall be borne as set forth in the award, or in the absence of an award or a specific determination by the arbitrators or agreement of the parties, shall be borne equally by the parties. At any time before the arbitrators have served upon the parties a written award, the parties may resolve the dispute by settlement, whereupon they shall direct the arbitration panel to cease its deliberations and render a final accounting of fees and expenses to be paid by the parties in accordance with the foregoing. Any decision of the arbitrators may be entered as a judgment in court of competent jurisdiction and may be enforced as such in accordance with the provisions of the award. This agreement to arbitrate shall be specifically enforceable by the parties, and the parties confirm that they intend that all disputes, controversies or claims of any kind shall be so arbitrated with venue and jurisdiction of arbitration shall in all instances occur in Cumberland County, Pennsylvania. This binding arbitration shall survive any termination of this Agreement. Further, the parties agree that the Court of Common Pleas of Cumberland County, Pennsylvania shall be the proper venue and jurisdiction regarding any dispute relative to this Agreement.

[INTENTIONAL BLANK SPACE]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

TOWNSHIP OF EAST PENNSBORO

Secretary

By: _____
Patti A. Gilbert, President

SEPTEMBER 11th NATIONAL MEMORIAL
TRAIL ALLIANCE

Witness

BY: _____

(printed name and office held)

EFFECTIVE DATE: 6/30/2021
(PennDOT will insert)

AGREEMENT #: 097334
FEDERAL I.D. NO: 32-0237505

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("Department"),

and

the September 11th National Memorial Trail Alliance, a public charity ("Alliance").

BACKGROUND

The Alliance is creating a network of trails through multiple states, with the goal of connecting the National September 11 Memorial in New York, the Pentagon Memorial in Arlington Virginia, and the Flight 93 Memorial near Shanksville, Pennsylvania ("Memorial Trail").

There are a few existing trails in the Commonwealth, which will be included in the Memorial Trail. However, where the trails do not connect, the Alliance is seeking owners for the remainder of the Memorial Trail.

The Alliance, through the aid of private individuals, business entities, and municipalities, will build a portion of the Memorial Trail and install and maintain signs for the identification of its portion of the Memorial Trail, along State Routes, within the geographic limits of the Commonwealth. The signs must be depicted on the signing plan to be approved by the Department.

The Department is willing to grant the Alliance, and its contractor(s), a right of entry to install, repair, replace, maintain, relocate or remove the signs provided the Alliance, and its contractor(s) in accordance with the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Project Description.** The Alliance shall install, repair, replace, and maintain single post mounted signs within the right-of-way of state highways in the Commonwealth ("Memorial Signs"). This work identified in this Agreement is referred to as the "Project."

2. **Right of Entry Granted.** The Department hereby grants the Alliance, or its contractor(s) the right to enter and use its right-of-way by authorizing the Alliance, or its contractor(s) to install, repair, replace, maintain, relocation or remove, at its own cost and expense, the Memorial Signs within the right-of-way of state highways in the Commonwealth. The exact location of each Memorial Sign is subject to the approval of the Department's District Executive (or his designee) for the Engineering District in which the Memorial Signs are located and the Memorial Signs shall be placed, attached or installed as depicted in a signing plan approved by Department's District Executive (or his designee) for the Engineering District in which the Memorial Signs are located, in consultation with the Department's Central Office. A map of the Department's Engineering Districts is attached to this Agreement as Exhibit A. The location of the Memorial Signs shall be in conformance with current federal and state highway standards. Prior to the installation of the Memorial Signs, the Alliance shall submit to and obtain the written approval of the appropriate Department's District Executive or his

designee with regard to placement of the Memorial Signs.

3. **Conditions of Work.** The Alliance shall perform the work under this Agreement or perform the work by contract with prequalified contractors in accordance with Section 102.01 in the most current version of PennDOT Publication 408, Highway Construction Specifications (hereinafter "Publication 408"). The Alliance, or its contractors, shall have all installation, repair, replacement, maintenance, relocation or removal of the Memorial Signs performed by the Alliance-selected personnel, which have been instructed by the Alliance in work-zone traffic control and appropriate safety procedures for working on and along a state highway. During all construction, installation, repair, replacement, maintenance, relocation or removal of the Memorial Signs, the Alliance, and its personnel or contractor(s), shall comply with and follow all maintenance and protection of traffic procedures set forth in the Department's Publication 213, Temporary Traffic Control Guidelines and the Department's Publication 408, specifically Section 900. The Alliance also covenants and warrants that all work and labor completed or supplied pursuant to this Agreement shall be performed in the best and most workmanlike manner.

4. **Sign Requirements.** The Memorial Signs shall be constructed, maintained, relocated or removed by the Alliance, or its contractor(s), in accordance with Title 67 Pa. Code Chapter 212, Publication 408, and any specifications approved by the Department and any other applicable standards. The design for the Memorial Signs has been approved by the Department's Bureau of Maintenance and Operations on October 10, 2019. If the Alliance intends to alter the design of the Memorial sign, the Alliance shall submit, by electronic or postal mail, its revised design for the Memorial Signs to the Department's Bureau of Maintenance and Operations (addressed to Justin Smith, P.E.,

400 North Street, 6th Floor, Harrisburg, PA 17120) for review and approval. The Department shall provide written approval of the redesign for the Memorial Signs prior to installation by the Alliance. Additionally, the Memorial Signs shall be manufactured by a Department-approved sign manufacturer as listed in Bulletin 15.

5. **Certification of Funds.** By executing this Agreement, the Alliance hereby certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Agreement and that all funds needed to pay any costs incurred and all consequential costs for the Project shall be the sole responsibility of the Alliance and not the Department.

6. **Approvals, Permits, and Licenses.** The Alliance, or its contractor(s), shall secure all necessary approvals, permits and licenses from all governmental agencies as may be required to install these Memorial Signs.

7. **Term and Time for Completion.** This Agreement shall commence on the Effective Date (as defined below) and shall continue in full force and effect until terminated in accordance with the terms and conditions of this Agreement. The Effective Date shall be the date that this Agreement is fully executed by the Alliance and the Department and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Department will insert the Effective Date at the top of Page 1.

8. **Ownership and Maintenance.** The Alliance, or its contractor(s), shall, upon completion of its installation of each Memorial Sign, assume both the ownership of each Memorial Sign and the responsibility for all maintenance, repair, replacement,

relocation or removal of the Memorial Sign and their appurtenances in compliance with the standards, rules and regulations adopted from time to time by the Department, the federal government, and any other applicable standards. Such maintenance and repair by the Alliance, or its contractor(s), shall include, but not be limited to, keeping the Memorial Signs free of debris, graffiti, etc.; keeping the Memorial Signs properly secured and anchored to their supporting structures; keeping the Memorial Signs in a good and reasonable state of repair; and revising or updating the Memorial Signs to meet any new Department, state or federal standards.

9. **Sign Access.** The Department, the Alliance and its contractor(s), shall have access to the Memorial Signs at all reasonable times for the purpose of inspection, maintenance, repair, replacement, relocation and removal of the Memorial Signs from the right-of-way. The Alliance shall provide advance notice of its intent to access the Memorial Signs and shall coordinate, when necessary, with the Department. The Alliance shall conduct a yearly inspection of the Memorial Signs, to be completed before May 31st of each calendar year to determine if the Memorial Signs require any maintenance, repair, or replacement, and a report of the results the annual inspection shall be reported to the Department identified personnel, which shall include, but is not limited to, the identified coordinator in each Engineering District and to the Statewide Bicycle Pedestrian Coordinator.

10. **Sign Property.** The Memorial Signs shall be the property of the Alliance, and the Alliance has the right to completely remove the Memorial Signs and supporting posts from the rights-of-way. The Alliance shall notify the Department prior to removing the Memorial Signs and shall coordinate with the Department when necessary.

11. **Relocation or Removal of Memorial Signs.** The Department reserves the right to require the relocation or removal of the Memorial Signs for accommodation of Department signing, for other transportation purposes as determined by the Department or in the exercise of the Department's police powers. The Department's notice shall set forth the reason(s) why the Department is requiring the relocation or removal of the specific Memorial Sign(s). These reasons may include:

- a. safety;
- b. the Alliance's poor maintenance of or failure to maintain a sign(s);
- c. the Alliance's breach of this Agreement;
- d. the Alliance's failure to properly repair, within thirty (30) days, a Memorial Sign damaged in a motor vehicle accident, by an act of God, or vandalism;
- e. the Alliance's failure to promptly update or modify the Memorial Signs to meet new Department, state or federal standards;
- f. the best interests of the Department; or
- g. any other reason as determined by the Department.

The Department's exercise of this right shall not be unreasonable or an abuse of discretion. Any relocation or removal shall be at the sole cost and expense of the Alliance, or its contractor(s). If the Memorial Signs create a safety concern, as determined by the Department, the Alliance shall relocate or remove the Memorial Signs immediately upon the Department's written notification to do so. If the Department requires removal or relocation, for any reason not related to safety concerns, the Alliance, or its contractor(s) shall relocate or remove the Memorial Signs within ninety (90) calendar days of the Department's written notification to do so.

If the Alliance does not relocate or remove the Memorial Signs within the time frame set forth above, the Department shall have the right, at its complete discretion, to

either relocate or remove the Memorial Sign(s). Such relocation or removal of the Memorial Signs by the Department shall be at the sole cost and expense of the Alliance. The Department shall not be responsible for any damage to Memorial Signs. The Alliance shall reimburse the Department the costs incurred by the Department to remove or relocate the Memorial Sign(s) within thirty (30) days of receipt of Department's invoice.

12. **Indemnification.** The Alliance and its contractor(s) shall indemnify and defend (if requested) the Department and all of its officers, agents and employees, from all suits, actions or claims of any character, name or description brought for or on account of any injuries to or damages received or sustained by any person, persons or property, arising out of the Memorial Signs and the locations identified as included within the Memorial Trail, which are identified as Department property, or the installation, repair, replacement, maintenance, relocation or removal of the Memorial Signs or the performance of any such work provided for by this Agreement by or for the Alliance or its contractor(s), its suppliers, contractors, officers, agents and employees, whether the same be due to the use of defective materials, use of defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Alliance, or its contractor(s), suppliers, officers, agents and employees during the performance of said work and during the effective period of Agreement.

Without prejudice to any other rights the Department may have, the Alliance is responsible, in accordance with applicable state and federal law, for the acts and omissions of its employees and agents which cause injuries to persons or damages to property, including any claims arising from such injuries or damages, caused by or arising from work or activities undertaken pursuant to this Agreement unless such injuries or losses are caused by the Department's negligence.

13. **Department Property.** The Alliance, or its contractor(s) shall repair or replace, as appropriate, any Department property it damages, including but not limited to signs, and posts, within ten (10) days of notice from the Department in any form, including by telephone or electronic communication. If the Alliance fails to make the appropriate repair or replacement the Department may do so at the Alliance's sole expense. The Alliance shall pay any invoice for such work within thirty (30) days of receipt.

14. **Insurance Requirements.** The Alliance and its contractor(s) shall, at their sole cost and expense, take out and keep in force during all times in which either is completing work on the right-of-way, comprehensive general liability insurance and property damage insurance issued by insurers having certificates of authority and licensed agents authorized to do business in Pennsylvania. The minimum amounts of coverage shall be \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death, and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage. These coverages shall be occurrence-based. The policy(ies) shall name the Commonwealth and the Department as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days prior written notice has been given to the Department, and in the event of nonpayment, at least fifteen (15) days prior written notice has been given to the Department. Prior to the commencement of work under this Agreement, the Alliance and its contractor(s) shall provide the Department with a current certificate(s) of insurance showing the required coverages and provisions. No work can begin until the Department receives the insurance policies and the Department's District Executive or his designee verifies the requirements of this section are fulfilled.

15. **Right to Terminate.** The Alliance has the right to terminate this Agreement and to remove the Memorial Signs. If the Alliance intends to terminate this Agreement, or intends to terminate its responsibilities with regard to one or more of the Memorial Signs, with or without the consent of the Department, the Alliance shall send to the Department a sixty (60) day advance written notification of such action. If the Alliance abandons these Memorial Signs, terminates this Agreement or its responsibilities with regard to one or more of the Memorial Signs, it shall immediately remove the Memorial Signs that it has abandoned or terminated its responsibilities and restore all areas to their original condition.

16. **Restoration of Right-of-Way.** If the Alliance removes the Memorial Signs, either party terminates the Agreement, or the Agreement terminates automatically, then the Alliance shall immediately restore the entire area of the location of each sign to its original condition.

17. **Costs of Default.** If the Alliance, or its contractor(s) fails to perform any of the terms, conditions and provisions of this Agreement as determined by the Department, including, but not limited to, any default of payment under Sections 11 and 13 above, the Alliance shall reimburse the Department for the costs incurred to address said default within thirty (30) days of removal, repair, replacement, or other action by the Department.

18. **Automatic Termination.** If any party removes all of the Memorial Signs, or the Alliance abandons the Memorial Signs, this Agreement shall automatically terminate, except that all terms and conditions of this Agreement which remain unfulfilled shall survive the termination until such terms and conditions have been fully

met and fulfilled.

19. **Ownership and Assignment of Memorial Signs.** In addition to the parties' respective rights of termination, removal and relocation set forth above, if the Alliance ceases to exist on account of dissolution, liquidation, merger, legislative action or other reason, it shall be responsible for finding another entity, acceptable to the Department, to assume ownership of and all responsibility for the Memorial Signs; and the Department shall signify its acceptance of that other entity by means of an assignment or amendment of this Agreement.

a. **Automatic Termination.** If the Alliance is unable to find another entity to assume ownership of and all responsibility for the Memorial Signs or if the entity that it finds is unacceptable to the Department, then this Agreement shall terminate automatically. If the Department shall give the Alliance written notice of such termination; and the Alliance shall within thirty (30) days of receipt of the notice of termination remove all Memorial Signs at its own expense and restore the entire site where each Memorial Sign was installed to its original condition. If the Alliance fails to remove the Memorial Signs and restore the sites within this thirty (30) day time period, then the Department shall have the right to perform the removal and the restoration in the Alliance's place and shall bill the Alliance for all expenses the Department incurred. The Alliance shall reimburse the Department for those expenses within thirty (30) days after receiving an invoice from the Department.

b. **Department Ownership.** In no event shall the Department assume

ownership of and responsibility for the Memorial Signs authorized by this Agreement if the Alliance ceases to exist.

20. **No Interest in Real Estate.** This Agreement does not convey any interest in the Department's legal right-of-way and is merely permission by the Department for the Alliance to enter upon the legal right-of-way for the purposes of installing, repairing, relocating, removing and maintaining the Memorial Signs.

21. **Advertisements.** No advertisements, as determined by the Department, shall be placed on the Memorial Signs, attached to the Memorial Signs or attached to their support structures. This Agreement only authorizes the Alliance, or its contractor(s), to construct and install the above referenced Memorial Signs approved by the Department.

22. **Compliance with Federal and State Laws.** All of the work and procedures performed pursuant to this Agreement shall at all times conform to all federal and state laws, regulations, orders, and approvals, including specifically the procedures, laws and regulations relating to labor standards, the prevention of environmental pollution, the preservation of natural resources, equal employment opportunity, nondiscrimination, anti-solicitation, information and reporting provisions. In addition, the Alliance, and its contractor(s) shall comply with the following required Commonwealth Provisions:

- a. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to this Agreement as Exhibit B;
- b. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to this Agreement as Exhibit C;
- c. **Contractor Responsibility Provisions.** The current version of the

Commonwealth Contractor Responsibility Provisions, which are attached to this Agreement as Exhibit D;

- d. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to this Agreement as Exhibit E; and
- e. **Enhanced Minimum Wage Provisions.** The Enhanced Minimum Wage Provisions, attached to this Agreement as Exhibit F.

23. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Alliance, and its contractor(s) shall comply with the clause entitled *Contract Provisions – Right to Know Law*, attached to this Agreement as Exhibit G.

24. **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of Pennsylvania courts.

25. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

26. **Titles not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

27. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

28. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

29. **Independence of Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed, in any respect, to create or establish the relationship of partners between the Alliance and the Department, or as constituting the Department as the representative or general agent of the Alliance for any purpose whatsoever.

30. **Assignment.** This Agreement may not be assigned by the Alliance, either in whole or in part, without the written consent of the Department.

31. **No Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

32. **Notices.** Except as otherwise stated above, all notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

If to the Department, please submit correspondence to applicable District Executive, based on the geographical area related to the Memorial Sign for which the correspondence is regarding, as reflected on Exhibit A:

District 1

Name: Brian A. McNulty, P.E.

Address: 255 Elm Street, PO Box 398, Oil City, PA 16301-0398

Email: brmcnulty@pa.gov

District 2

Name: Thomas J. Zurat, Jr., P.E.

Address: 70 PennDOT Drive, Clearfield, PA 16830

Email: tzurat@pa.gov

District 3

Name: Sandra Tosca, P.E.

Address: 715 Jordan Avenue, Montoursville, PA 17754

Email: STOSCA@pa.gov

District 4

Name: Richard Roman, P.E.

Address: 55 Keystone Industrial Park, Dumore, PA 18512

Email: RIROMAN@pa.gov

District 5

Name: Christopher Kufro, P.E. (Acting)

Address: 1002 Hamilton Street, Allentown, PA 18101

Email: CKUFRO@pa.gov

District 6

Name: Michael Rebert, P.E. (Acting)

Address: 700 Geerdes Blvd., King of Prussia, PA 19406-1525

Email: MREBERT@pa.gov

District 8

Name: Michael C. Keiser, P.E.

Address: 2140 Herr Street, Harrisburg, PA 17103-1699

Email: MIKEISER@pa.gov

District 9

Name: Thomas A. Prestash, P.E.

Address: 1620 N. Juniata Street, Hollidaysburg, PA 16648

Email: TPRESTASH@pa.gov

District 10

Name: Brian N. Allen, P.E.

Address: 2550 Oakland Avenue, PO Box 429, Indiana, PA 15701-0429

Email: BRIALLEN@pa.gov

District 11

Name: Cheryl L. Moon-Sirianni, P.E.

Address: 45 Thomas Run Road, Bridgeville, PA 15017

Email: CSIRIANNI@pa.gov

District 12

Name: William L. Kovach, P.E.

Address: 825 N. Gallatin Avenue, P.O. Box 459, Uniontown, PA
15401-0459

Email: WKOVACH@pa.gov

If to the Alliance:

Title: Andrew Hamilton, September Eleventh National Memorial
Trail, Board of Directors,

Address: September 11th National Memorial Trail Alliance
P.O. Box 308, New Eagle, PA 15067

E-mail: andyhamilton911nmt@gmail.com

33. **Integration and Merger.** This Agreement and, as applicable, any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically

accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

September 11th National Memorial
Trail Alliance

BY [Signature]
Title: Director Date 1/21/21

BY [Signature]
Title: President Date 1/21/21

Please attach a resolution providing proof of signature authority for the signatory.

DO NOT WRITE BELOW THIS LINE—FOR DEPARTMENT USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Michael C. Keiser, P.E. 5/27/21
Deputy Secretary or Designee Date

APPROVED AS TO LEGALITY
AND FORM:

BY [Signature] 5/27/2021
for Chief Counsel Date

BY Pamela J. Cross
Digitally signed by
pcross@pa.gov
DN: cn=pcross@pa.gov
Date: 2021.06.10 13:47:05 -04'00'
Deputy General Counsel Date

BY [Signature]
Digitally signed by David E. Stover
DN: cn=David E. Stover, o=PA Office of
Attorney General, ou,
email=dstover@attorneygeneral.gov, c=US
Date: 2021.06.30 12:33:17 -04'00'
Deputy Attorney General Date

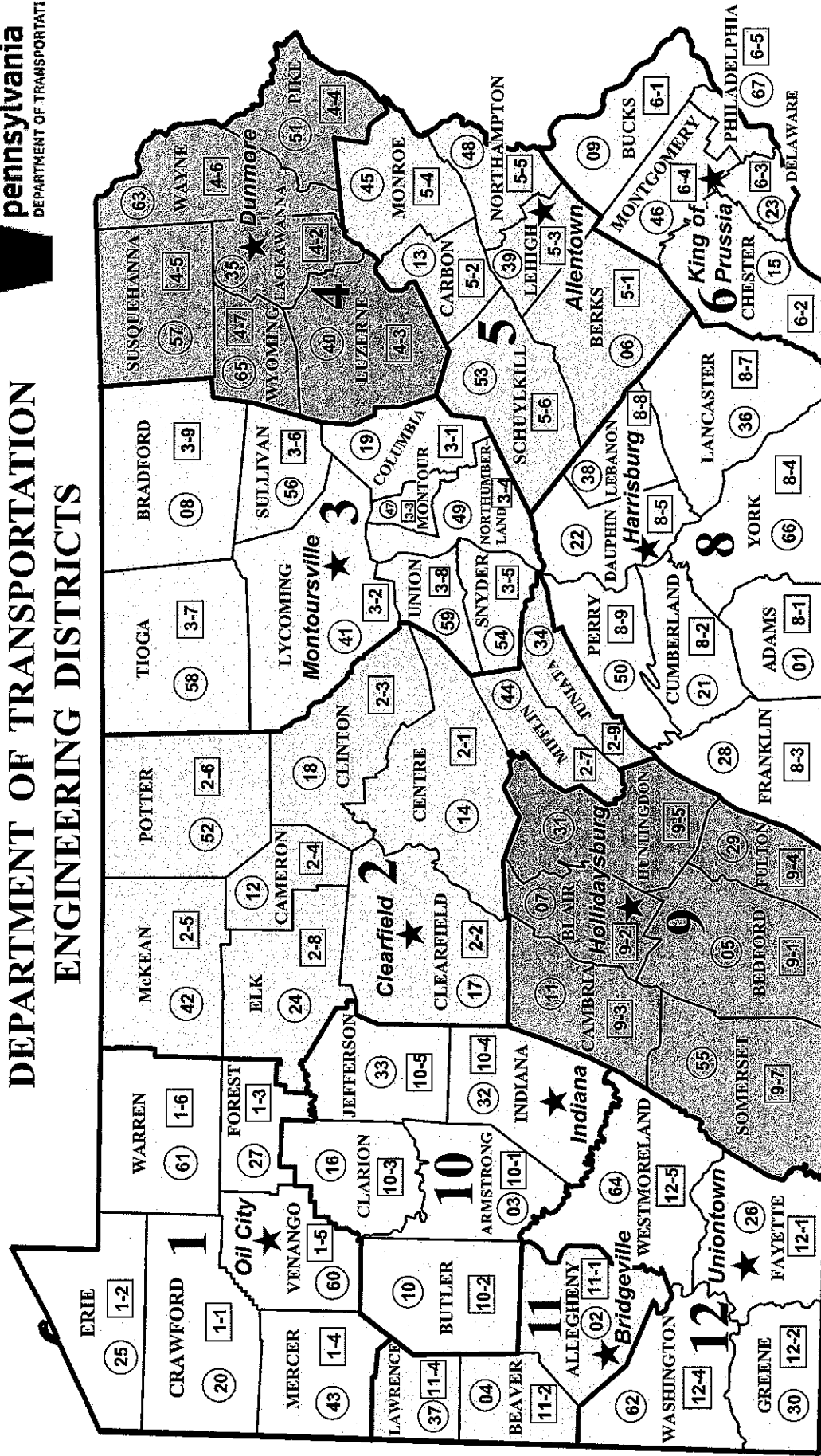
18-007

PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION ENGINEERING DISTRICTS



pennsylvania
DEPARTMENT OF TRANSPORTATION



1-0 Brian A. McNulty, P.E.

(814) 678-7015

255 Elm Street

PO Box 398

Oil City, PA 16301-0398

2-0 Thomas J. Zurat, Jr., P.E.

(814) 765-0410

70 PennDOT Drive

Clearfield, PA 16830

3-0 Sandra Tosca, P.E.

(570) 368-4200

715 Jordan Avenue

Montoursville, PA 17754

4-0 Richard Roman, P.E.

(570) 963-4010

55 Keystone Industrial Park

Dunmore, PA 18512

5-0 Christopher Kufro, P.E. *

(610) 871-4113

1002 Hamilton Street

Allentown, PA 18101

6-0 Michael Robert, P.E. *

(610) 205-6660

7000 Geerdes Blvd.

King of Prussia, PA 19406-1525

8-0 Michael C. Keiser, P.E.

(717) 772-0778

2140 Herr Street

Harrisburg, PA 17103-1699

9-0 Thomas A. Prestash, P.E.

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1620 N. Juniata Street

Hollidaysburg, PA 16648

10-0 Brian N. Allen, P.E.

(724) 357-2806

2550 Oakland Avenue

Indiana, PA 15701-3388

11-0 Cheryl L. Moon-Sirianni, P.E.

(412) 429-5001

45 Thoms Run Road

Bridgeville, PA 15017

12-0 William L. Kovach, P.E.

(724) 439-7340

825 N. Gallatin Avenue

P.O. Box 459

Uniontown, PA 15401-0459

9 - Engineering District

★ - District Office

8-1 - Maintenance District Number

36 - County Number

* - Acting

Type 12

9-26-2020

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit B



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

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

EXHIBIT C



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit D

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit E



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit E



**Enhanced Minimum Wage Provisions
(July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

Exhibit F

Page 1 of 1

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT G



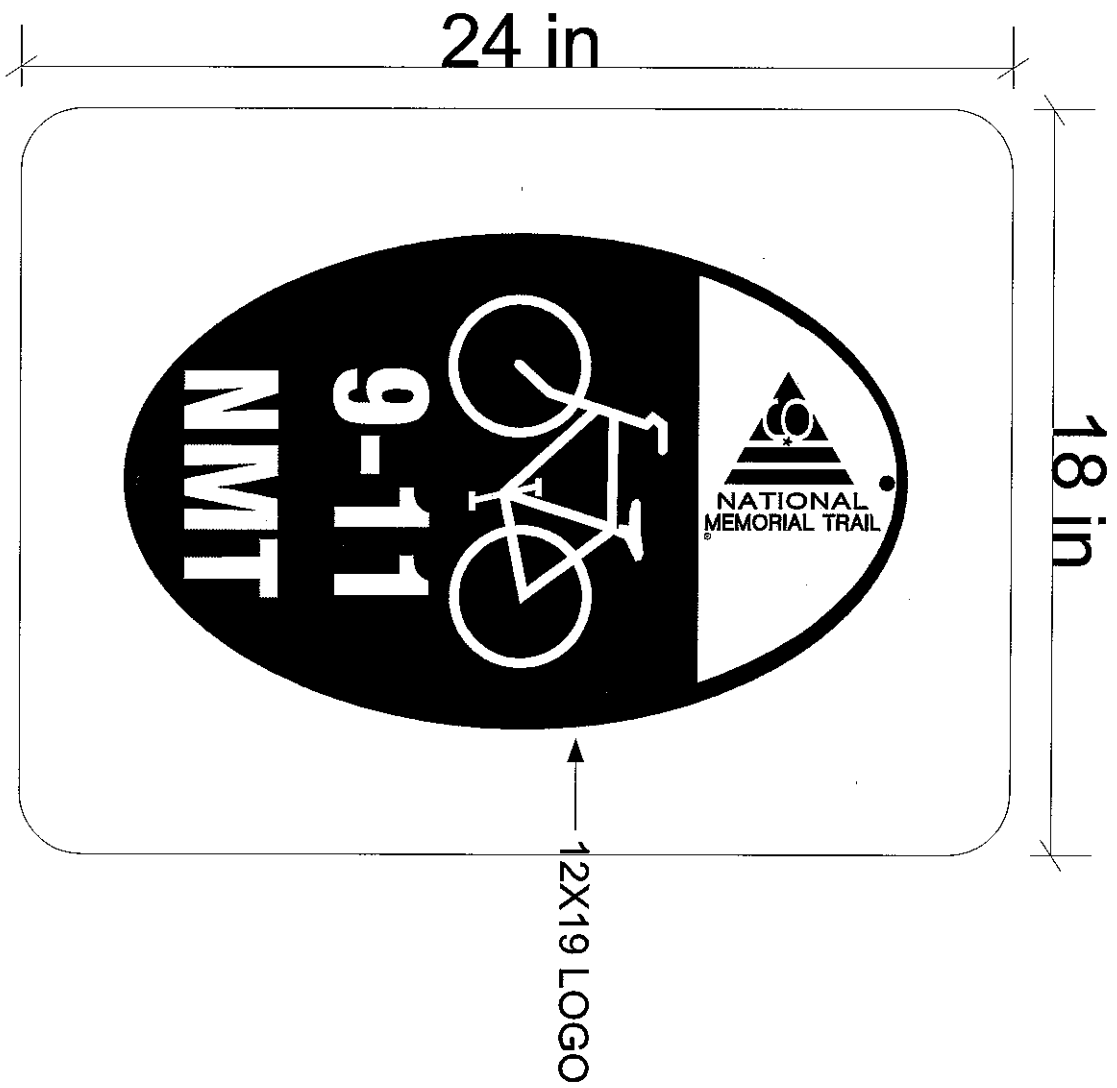
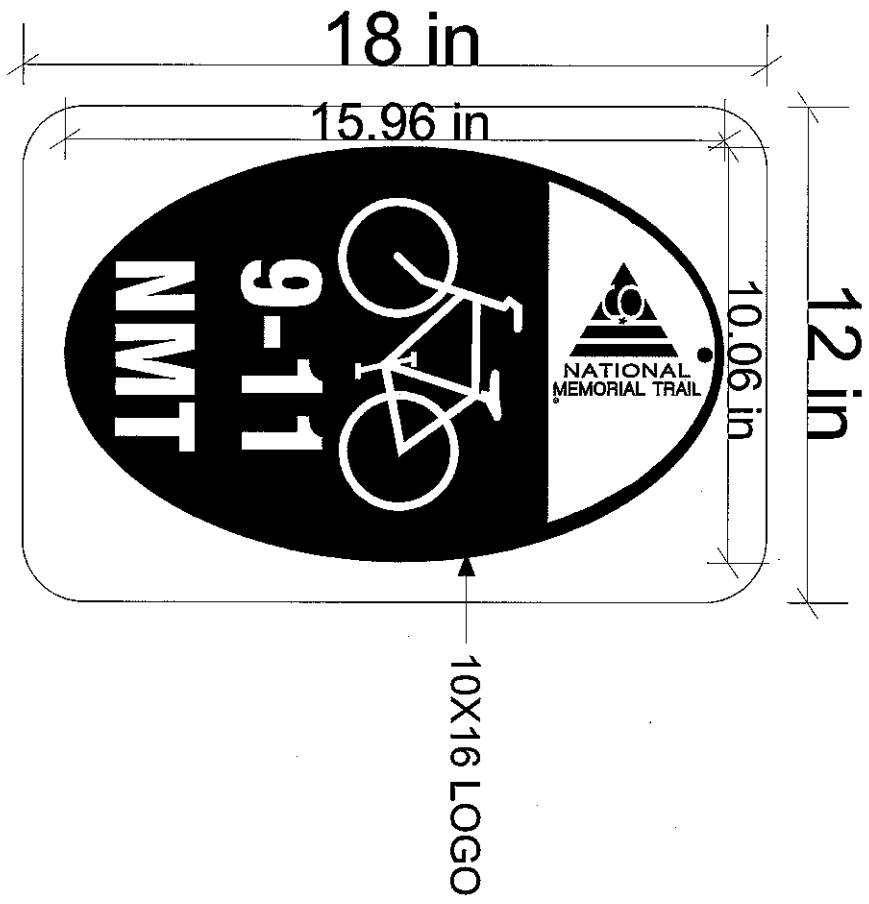
g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT G





**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10779**

MOVED BY COUNCILPERSON: _____

**A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, EXONERATING
AND/OR CORRECTING DELINQUENT TAXES FOR CERTAIN PROPERTIES LOCATED IN THE CITY OF
JOHNSTOWN AND OWNED BY JOHNSTOWN REDEVELOPMENT AUTHORITY AND PART OF THE
LAND BANK**

WHEREAS, the Tax Claim Bureau for Cambria County issued Delinquent Tax Reminders for four properties located in the City of Johnstown; and

WHEREAS, the properties are now owned by Johnstown Redevelopment Authority, a tax-exempt entity, and part of the Land Bank; and

WHEREAS, the Tax Claim Bureau for Cambria County issued Delinquent Tax reminders for the four properties relative to 2025 real estate taxes.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, THE FOLLOWING FOUR PROPERTIES ARE EXONERATED FROM REAL ESTATE TAXES AND DELINQUENT TAXES FOR 2025 AND UNTIL SUCH TIME AS THE PROPERTIES ARE TRANSFERRED OUT OF THE LAND BANK TO A PRIVATE OWNER:

<u>Map Number</u>	<u>Year</u>	<u>Amount Due</u>
73-001.-407.000	2025-Transfer to Private Owner	\$568.04
73-001.-408.000	2025-Transfer to Private Owner	\$535.98
73-001.-402.000	2025-Transfer to Private Owner	\$1891.43
73-001.-403.000	2025-Transfer to Private Owner	\$1410.48

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

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

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10779 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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

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

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION No. 10780

MOTIONED BY COUNCIL PERSON: _____

RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, FOR THE PURCHASE AND INSTALLATION OF A VERTICAL LIFT PLATFORM

WHEREAS: The City of Johnstown endeavors to provide adequate resources for all persons to gain access to City facilities, and;

WHEREAS: To fulfill the mission of adequate means of entrance and egress; there may, from time to time, be necessary modifications and additions to City facilities, and;

WHEREAS: Johnstown's City Hall has inadequate means of access for physically challenged people, and;

WHEREAS: The City of Johnstown will be able to improve access to its City Hall without disturbing current operations, therefore;

BE IT RESOLVED THAT: The City of Johnstown engaged Laural Medical Solutions to work with the City of Johnstown Public Works Department to construct and install a vertical lift platform at the Market Street entrance to City Hall, and;

BE IT FURTHER RESOLVED THAT: The City Manager is authorized to sign a contract with Laurel Medical Solutions in the amount of \$15,375.00 for said installation and construction. The amount to be paid for from Account No. 28-400-00-000-01.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

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

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10780 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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

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



405 S West Street
Ebensburg, PA 15931

TF: (800) 338.1702
F: (877) 472.7555

www.laurelmedsolutions.com

May 1st 2026

City of Johnstown
Vertical Platform Lift Quote

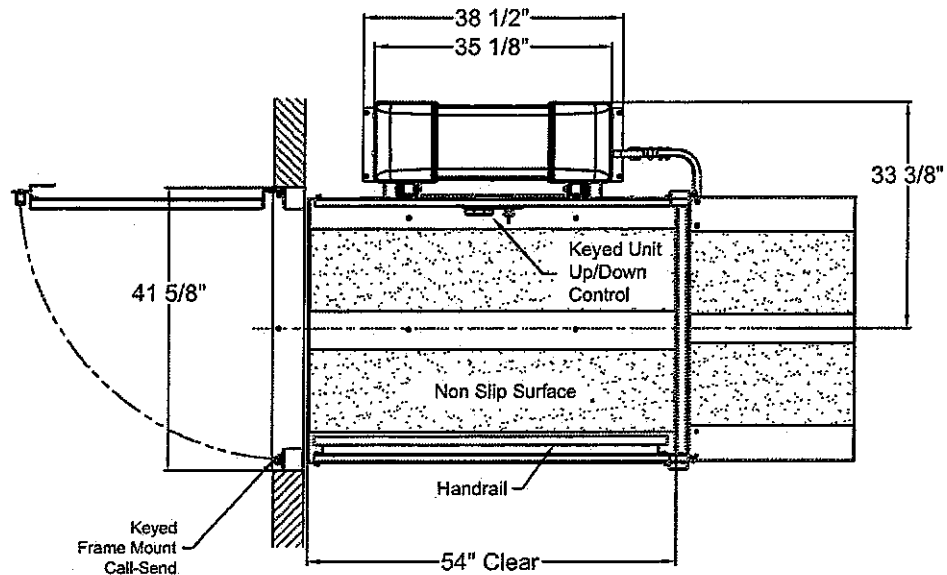
Attached is the price quote for the installation of the Harmar Vertical Platform Lift that you requested for City Hall. **The city of Johnstown would be responsible for removing the current concrete steps and pouring a 5'x8' 6" thick concrete pad for the vertical platform lift. The city of Johnstown would be responsible for installing a 120v 15Amp Quick Disconnect to power the vertical platform lift. The city of Johnstown would be responsible for acquiring all local and state permits for the installation of the vertical platform lift.**

Description	Qty	Unit Price
Harmar Commercial VPL600 Vertical Platform lift: Includes installation of the vertical platform lift	1	\$15,375.00

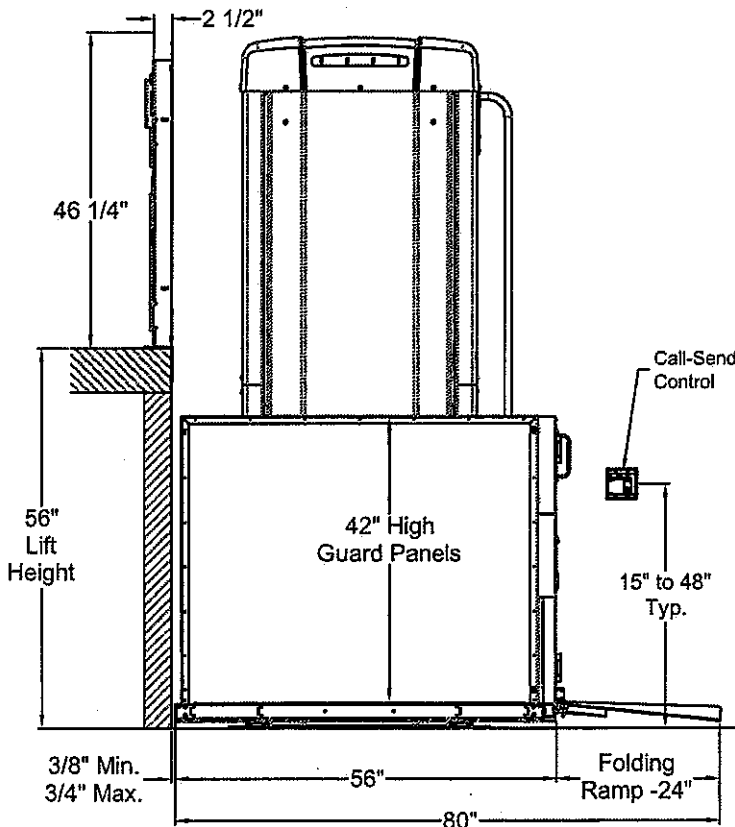
Please contact me at 1-800-338-1702, Ext 1102, if I can be of further assistance. Thank you for your time and consideration of this request.

Sincerely,

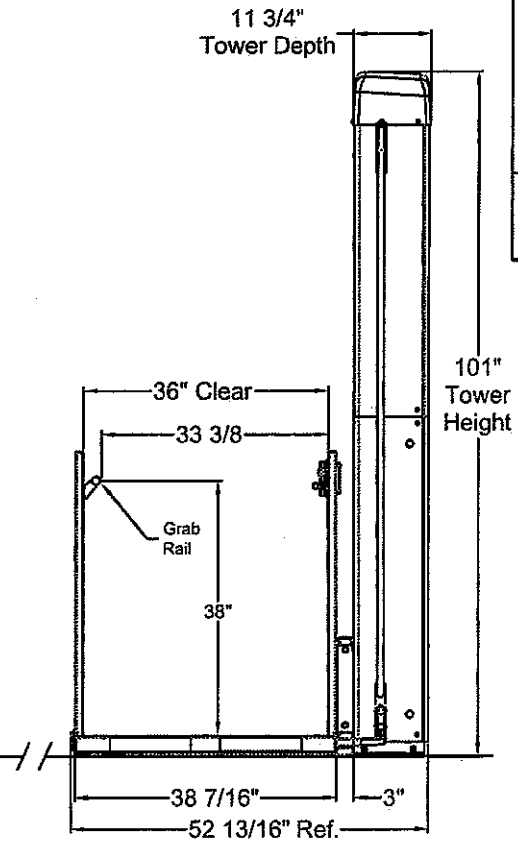
Kurt Detwiler
Home Accessibility Coordinator



Plan View



Front View



Side View

For Approval

- ☐ Approved as Drawn - Place in Production
- Signed: _____
- Date: _____
- ☐ Revise as noted & Re-Submit



Harmar®

1204 S Dean Ave. Raymore, MO 64083
 Phone: (800) 317-9405 Phone: (816) 623-3035
 This drawing is furnished only for informational purposes on a confidential basis, and neither the drawing or items thereon are to be reproduced or used in any manner.

PRODUCT:

Highlander II

DRAWN:	SCALE:	DATE:	SIZE:
JMC	NTS	1/14/26	A
SHEET:	REVISION:	JOB:	
1 of 3	A	Q-247342	

1/14/26	DATE
N/A	CHK
JMC	BY
Approval Drawing	
REVISION DESCRIPTION	
A	REV.

General Specifications

Unit: Highlander II VPL600 RH - Commercial - Outdoor
Platform Size: 36" Clear Width x 54" Deep
Finish: Durable Powder Coating
Capacity: 750 lbs.
Platform Controls: Keyed, Constant Pressure Paddle Switch w/E-Stop
Power Source: 120 VAC, 60hz, Min 15 Amp Dedicated Circuit
Motor: 2/3 HP, 26:1 Gear Motor W/Brake, 90 VDC
Drive System: Acme Screw
Speed: 9.5-15 fpm
Lift Height: 56" from floor
Safety Devices: Limit Switches at each Stop
 Final Limit Switch at Top
 Non-Skid Platform Surface
 Obstruction Sensing Safety Pan
 Backup Acme Nut
 Over-speed Governor

For Approval	
☐ Approved as Drawn - Place in Production	
Signed: _____	
Date: _____	
☐ Revise as noted & Re-Submit	

Optional Equipment: Battery Backup Plus
 36" Auto-Fold Access Ramp
 36" Top Landing Gate w/EMI Interlock
 Keyed Call/Send Rocker Switch for Landing Gate
 Wall Mounted Call/Send Control (Qty 1)
 Keyed Cab Control
 Chicago Key Upgrade for Keyed Call/Send (Qty 1)

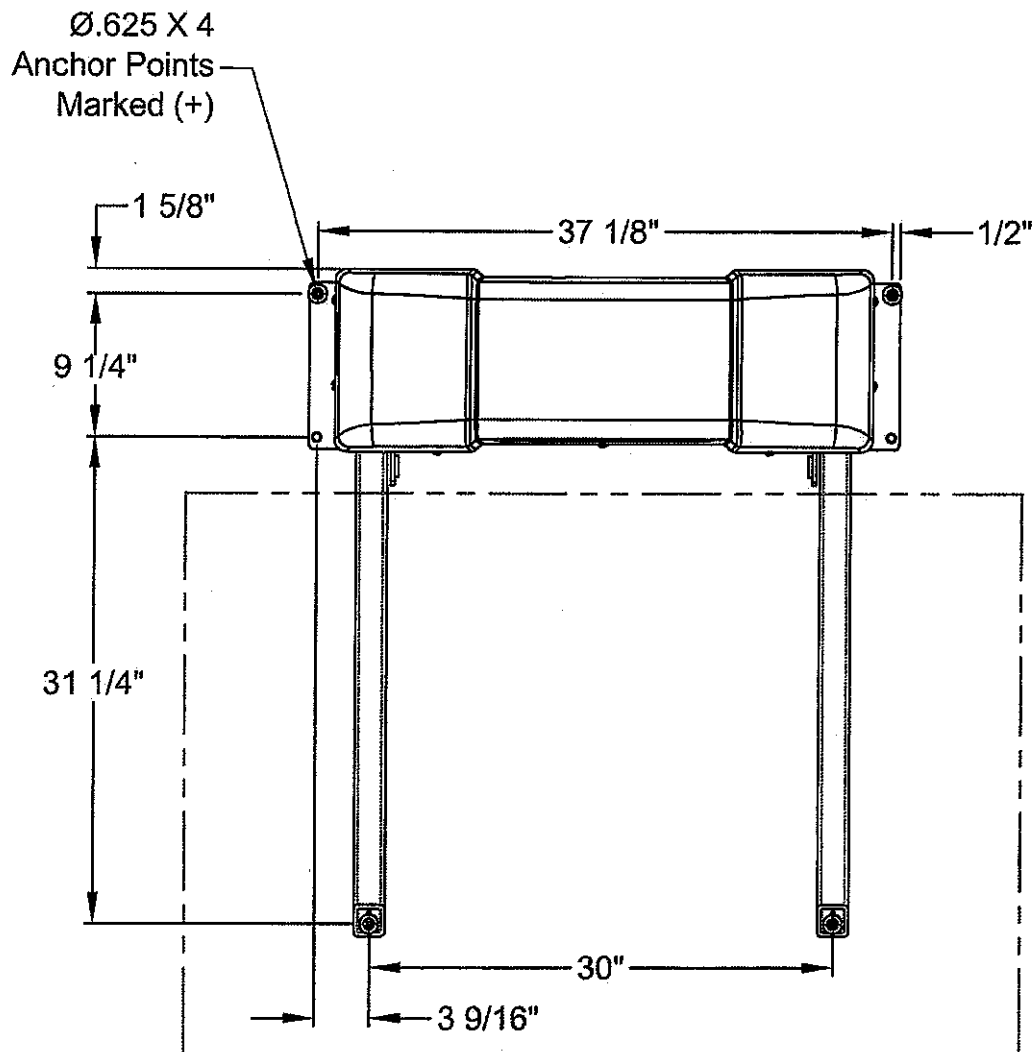
Equipment Included: E-Stop Alarm & Lighted Button
 Handrail

Safety Design Standards: ASME A18.1-2020, Section 2 – Commercial Vertical Platform Lifts
 CSA B44.1 / ASME 17.5 – Elevator and Escalator Electrical Equipment
 ETL Listed - File Number 3148125

Notes:

1. Structural support by others. Pad construction requirements may vary from state to state. Dimensions given are Harmar's recommended clearances, reflecting running and access clearances. Consult local authority to assure compliance with state and local codes.
2. Wall below top landing to be a continuous, solid, smooth, plumb and square surface.
3. Any alterations to equipment without written authorization by Harmar will void all warranties.
4. Tower bracing required on all models eight feet and over. Tower attachment to a rigid back wall is preferred.

 Harmar® 1204 S Dean Ave. Raymore, MO 64083 Phone: (800) 317-9405 Phone: (816) 623-3035 This drawing is furnished only for informational purposes on a confidential basis, and neither the drawing or items therein are to be reproduced or used in any manner.		DEALER: Laurel Medical Supplies, INC.	
		CUSTOMER: Johnstown City Hall	
PRODUCT: Highlander II	DATE: 1/14/26	SHEET: 2 of 3	REV: A
	SCALE: NTS	JOB: Q-247342	
DRAWN: JMC			



Notes:

1. (4) Kwik Bolt 3HDG 3/8"x 4" Sleeve Anchors supplied
2. Anchoring must be in compliance with ASME A18.1 Section 2.1.8 (Structural Support)



Harmar®

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Phone: (800) 317-9405 Phone: (816) 623-3035

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PRODUCT:

Highlander II

DRAWN:	SCALE:	SIZE:
JMC	NTS	A
SHEET:	REVISION:	JOB:
3 of 3	A	Q-247342



4785 Penn Ave. Boswell, PA 15531

Bill To
City of Johnstown 401 Main St. Johnstown, PA. 15901
Ship To
City of Johnstown 401 Main St. Johnstown, PA. 15901

4 locations to BETTER serve you
4785 Penn Ave. Boswell PA. 15531 814-629-9935 814-629-9937 Fax
7917 Derry St. Ste. 124 Harrisburg, PA. 17111 717-558-4301 717-558-4303 Fax
5411 Yukon Ct. Ste. B Frederick, MD. 21703 240-490-7840 240-490-7843
146 Stricklin Rd. Hurricane, WV 25526 304-727-9478 304-201-0198 Fax

Estimate

Estimate #
53664
Date
1/20/2026

**Estimate good for
30 days**

Terms	Rep
Net 30	CS

Item	Description	Qty	Total
harmarVPL-Highland...	Harmar Highlander II vertical platform lift, Right Hand Commercial Exterior unit traveling approx 53", on/off opposite sides. 750# capacity, 110-120 Vac, Acme Screw Drive. 36" x 54" ADA compliant platform with keyed / lockable control panel, non-skid surface. Cab gate at grade level stop with a left hand swing, upper platform gate at 2nd stop with right hand swing. Both stops have keyed / lockable call / send units. Unit has standard Battery Back-up in the event of a power outage. Unit has a standard "cold weather" package. Unit will need a 3" pit to aid consumer in a smooth, level easy transition from grade to the lift platform. Unit will need 3" running clearance on lift wall side, opposite of the tower to comply with Labor and Industry standards. Unit will need walls to be smooth straight and plumb, with no pinch points.	1	14,260.00
ELEVATOR INSTALL	LABOR TO INSTALL OUTLINED EQUIPMENT	20	3,100.00
FREIGHT OUT	SHIPPING AND HANDLING	1	870.00
Misc Permits	PERMITTING LABOR & INDUSTRY	1	2,000.00
*** Please pay close attention to the items put into this description portion of the Quote / Invoice as some of them are very critical to the satisfactory completion of our project, Please pay particular attention to the general spec sheet and especially the technical lift drawings for dimensions *** ***Customer / Contractor responsible for any and all local permitting, assisting Total Mobility Services with copies of Architectural drawings if needed, sealing and signing of L & I permits by design professionals, providing copies of local permits etc. Total Mobility Services is responsible for Labor & Industry permitting and coordinating initial inspection by labor and industry***			

ACCEPTANCE SIGNATURE X _____	Subtotal
25% restocking fee on all parts - all freight will be paid in full.	Sales Tax (0.0%)
Website -- www.tmservices.com	Total



4785 Penn Ave. Boswell, PA 15531

Estimate

Estimate #
53664
Date
1/20/2026

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City of Johnstown 401 Main St. Johnstown, PA. 15901
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City of Johnstown 401 Main St. Johnstown, PA. 15901

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146 Stricklin Rd. Hurricane, WV 25526 304-727-9478 304-201-0198 Fax

**Estimate good for
30 days**

Terms	Rep
Net 30	CS

Item	Description	Qty	Total
	Customer / Contractor / Electrician responsible for a 110V 60Hz single phase 20Amp dedicated circuit from the panel box through as fused disconnect and interlock to lift run to the bottom of the hoistway on the tower side about 12" from the floor with about 5' of wire coiled for use. Disconnect must be placed at the first stop level and placed within view (approx 6") of any technician that may be working on the unit. Manufacturer recommends Square "D" brand equipment, part #'s, Electric Interlock - EIK031 and Fused Disconnect- H221N. ***Customer / Contractor responsible for the installation of lift doors and / or gates (supplied by Total Mobility Services) The installation of low voltage hall call/send wiring (supplied by total Mobility Services) must be done by TMS prior to the closing in of lift walls. PLEASE CALL US TO SET UP AN APPROPRIATE DATE AND TIME THAT WE MAY ACCOMPLISH THIS PRIOR TO INSTALLATION OF THE LIFT.*** ***This lift needs a 3" pit to ensure a smooth / level transition for the consumer at the grade (1st) stop, into the cab. The manufacturer recommends that this lift be situated on a concrete pad approx. 6" (six inches) thick or on a surface capable of withstanding a weight of approx. 2,000 pounds*** *** In a commercial application after initial inspection by Labor and Industry your lift needs to be re-inspected for safety every year, this is your responsibility. We will assist you in connecting with a 3rd party inspector, upon your request, prior to the first year expiration. He will then put you on his rotating calendar and notify you yearly when the unit needs inspected. Your lift will also need load tested every 5 years, the 3rd party inspector will assist you with that also. The manufacturer requires that your lift be serviced by a certified technician at least once every 6 months while under warranty.***		

ACCEPTANCE SIGNATURE X _____	Subtotal
25% restocking fee on all parts - all freight will be paid in full.	Sales Tax (0.0%)
Website -- www.tmservices.com	Total



4785 Penn Ave. Boswell, PA 15531

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Estimate

Estimate #
53664
Date
1/20/2026

**Estimate good for
30 days**

Terms	Rep
Net 30	CS

Item	Description	Qty	Total
	Customer / Contractor responsible for any and all site prep work. ***Please Remember - SMOOTH - SQUARE - PLUMB ***		

ACCEPTANCE SIGNATURE X _____	Subtotal	\$20,230.00
25% restocking fee on all parts - all freight will be paid in full.	Sales Tax (0.0%)	\$0.00
Website -- www.tmservices.com	Total	\$20,230.00

General Specifications

Unit: Highlander II VPL400 RH - Commercial - Outdoor
Platform Size: 36" Clear Width x 54" Deep
Finish: Durable Powder Coating
Capacity: 750 lbs.
Platform Controls: Constant Pressure Paddle Switch w/E-Stop
Power Source: 110-120 VAC, 60hz, Min 15 Amp Dedicated Circuit
Motor: 2/3 HP, 26:1 Gear Motor W/Brake, 90 VDC
Drive System: Acme Screw
Speed: 9.5-15 fpm
Lift Height: 52" from pit floor
Safety Devices: Limit Switches at each Stop
 Final Limit Switch at Top
 Non-Skid Platform Surface
 Obstruction Sensing Safety Pan
 Backup Acme Nut
 Over-speed Governor

For Approval	
☐	Approved as Drawn - Place in Production
Signed: _____	
Date: _____	
☐	Revise as noted & Re-Submit

Optional Equipment: Standard Battery Backup
 Standard Cold Weather Package
 36" Platform Gate w/EMI Interlock
 36" Top Landing Gate w/EMI Interlock
 Keyed Call/Send Control (Qty 2)
 Keyed Cab Control

Equipment Included: E-Stop Alarm & Lighted Button
 Handrail

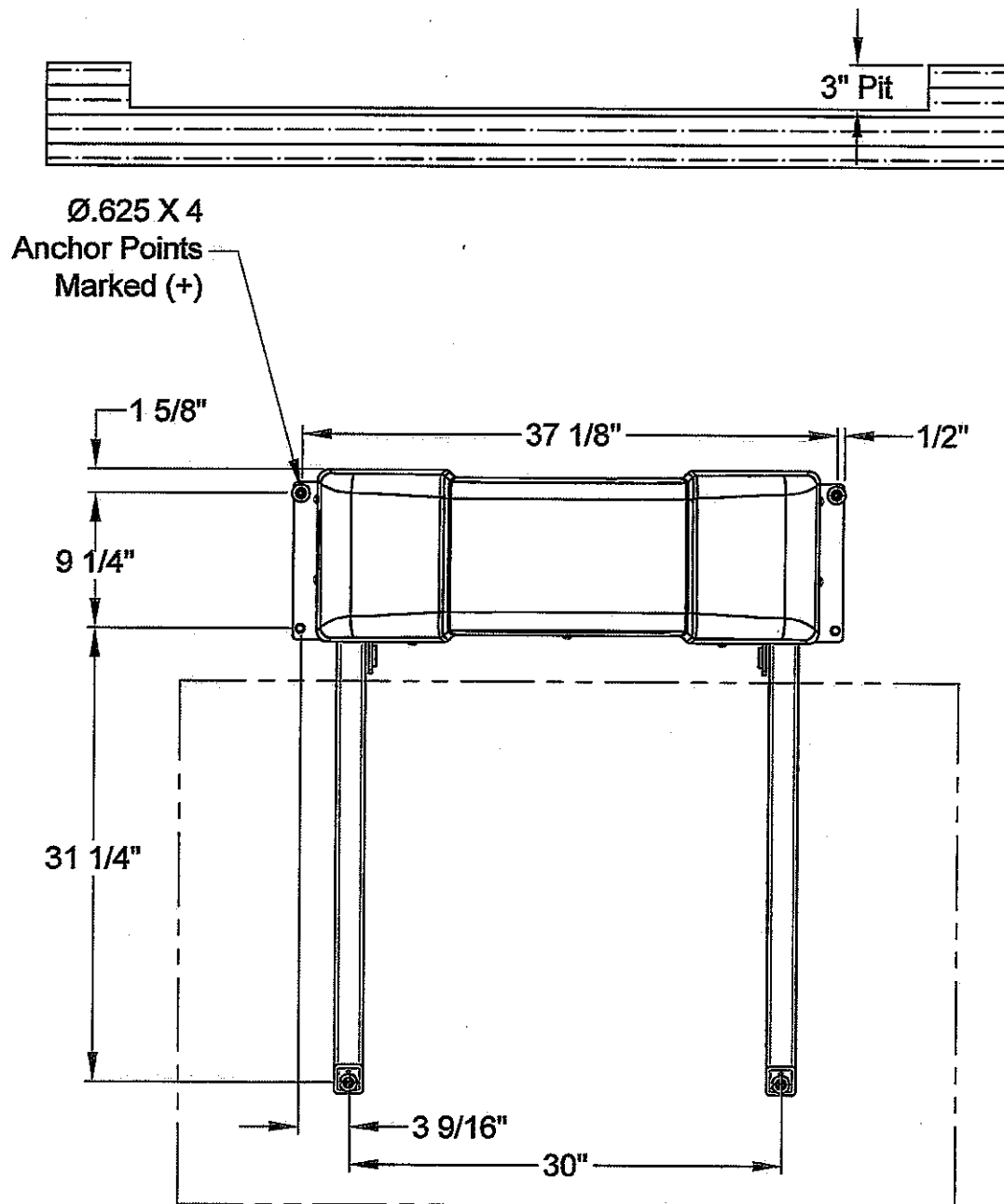
Safety Design Standards: ASME A18.1-2020, Section 2 – Commercial Vertical Platform Lifts
 CSA B44.1 / ASME 17.5 – Elevator and Escalator Electrical Equipment
 ETL Listed - File Number 3148125

Notes:

1. Structural support by others. Pad construction requirements may vary from state to state. Dimensions given are Harmar's recommended clearances, reflecting running and access clearances. Consult local authority to assure compliance with state and local codes.
2. Wall below top landing to be a continuous, solid, smooth, plumb and square surface.
3. Any alterations to equipment without written authorization by Harmar will void all warranties.

 Harmar® 1204 S Dean Ave, Raymore, MO 64083 Phone: (800) 317-9405 Phone: (816) 823-3035 This drawing is limited only for informational purposes on a confidential basis, and neither the drawing or items thereon are to be reproduced or used in any manner.		DEALER: Total Mobility Services - PA	
		CUSTOMER: City of Johnstown	REV: A
PRODUCT: Highlander II	DATE: 1/15/26	SHEET: 2 of 3	SIZE: A
DRAWN: UMA	SCALE: NTS	JOB: Q-248358	

DRAWN: UMA	SCALE: NTS	DATE: 1/15/26	SIZE: A
SHEET: 1 of 3	REVISION: A	JOB: Q-248358	



Notes:

1. (4) Kwik Bolt 3HDG 3/8"x 4" Sleeve Anchors supplied
2. Anchoring must be in compliance with ASME A18.1 Section 2.1.8 (Structural Support)



Harmar®

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Phone: (800) 317-9405 Phone: (816) 623-3035

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PRODUCT:

Highlander II

DRAWN:	SCALE:	DATE:	SIZE:
UMA	NTS	1/15/26	A
SHEET:	REVISION:	JOB:	
3 of 3	A	Q-248358	

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10781

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING A CONDITIONAL USE FOR PLEASANT HILL BAPTIST CHURCH LOCATED AT 280 EBENSBURG ROAD.

WHEREAS, Pleasant Hill Baptist Church is located at 280 Ebensburg Road, Johnstown, Pennsylvania; and

WHEREAS, the property is situated within the R-1 (One-Family Residential) Zoning District; and

WHEREAS, Pleasant Hill Baptist Church has submitted an application requesting Conditional Use approval to operate a Religious Place of Worship, a use permitted within the R-1 Zoning District subject to approval by City Council in accordance with the City of Johnstown Zoning Ordinance; and

WHEREAS, City staff have reviewed the application and identified no concerns regarding the proposed Conditional Use; and

WHEREAS, the Planning Commission of the City of Johnstown, at its regularly scheduled meeting held on June 2, 2026, reviewed the application and recommended approval of the proposed Conditional Use to City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, Cambria County, Pennsylvania, that the Conditional Use application submitted by Pleasant Hill Baptist Church to operate a Religious Place of Worship at 280 Ebensburg Road is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to take any and all actions necessary to implement and effectuate this Conditional Use approval.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

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

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution **No. 10781** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King Mayor, and or Dep Mayor Charles Arnone

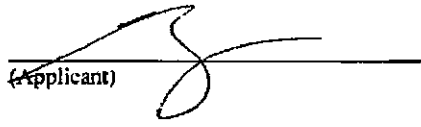
Arturo Martynuska City Manager, and or Jennifer Burkhardt City Clerk

The below signed applicant does hereby submit an application for review as indicated below, and testifies the information contained here within is true and correct.

Conditional Use: X

Special Exemption: _____

Variance: _____


(Applicant)

7-27-2026
(Date)

.....
Official use only below this line

Zoning Officer Determination:

Applicable Zoning Ordinance sections:

(ZO Signature)

(Date)

Board Decision

Application has been: Granted: _____ Denied: _____

Decision was rendered on: _____

Signature: _____

Name: _____

Title: _____

1. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. THE PROPOSED BUILDING IS SHOWN IN THE CENTER OF THE SITE.
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 10. THE PROPOSED BUILDING IS SHOWN IN THE CENTER OF THE SITE.



Prop. Unit Symbol	Prop. Unit Name	Rating (Hwy)
1	Prop. Unit Name	1
2	Prop. Unit Name	2
3	Prop. Unit Name	3
4	Prop. Unit Name	4
5	Prop. Unit Name	5
6	Prop. Unit Name	6
7	Prop. Unit Name	7
8	Prop. Unit Name	8
9	Prop. Unit Name	9
10	Prop. Unit Name	10

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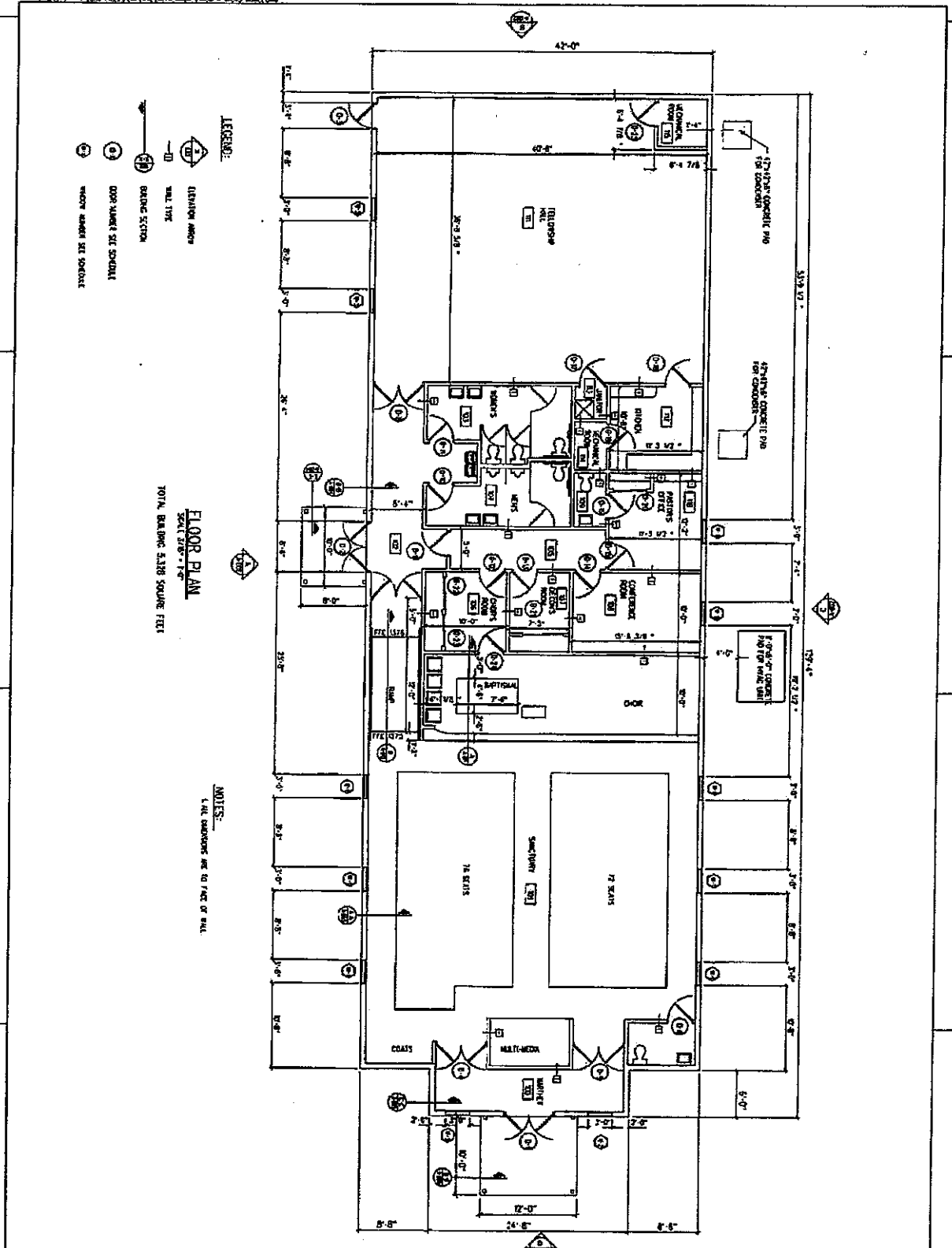


PROPOSED GRADE PLAN
PROPOSED BUILDING
PLEASANT HILL BAPTIST CHURCH
 CITY OF JOHNSTOWN - 12TH WARD, CAMBRIA COUNTY, PENNSYLVANIA

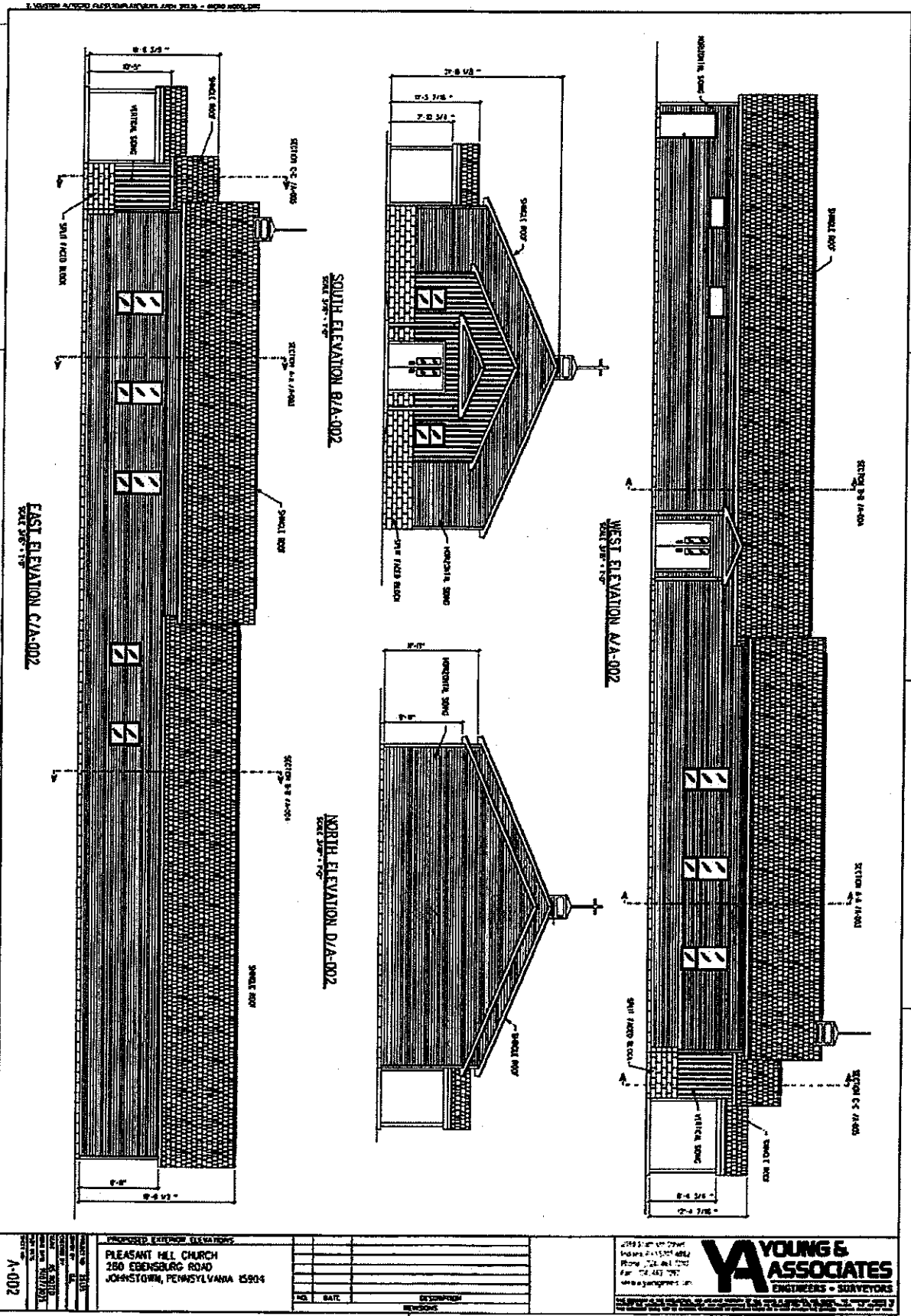
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100-A-001		FLOOR PLAN PLEASANT HILL CHURCH 250 EBERSBURG ROAD JOHNSTOWN, PENNSYLVANIA 15904	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>04/20/99</td> <td>ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL</td> </tr> <tr> <td>2</td> <td>11/28/99</td> <td>ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	04/20/99	ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL	2	11/28/99	ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL	YOUNG & ASSOCIATES ENGINEERS • SURVEYORS 2501 7th Ave. S.W. Grand Rapids, MI 49508 Phone: 224.841.1350 Fax: 224.813.7782 www.ya-engineers.com
NO.	DATE	DESCRIPTION											
1	04/20/99	ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL											
2	11/28/99	ADOPTED MECHANICAL ROOM LAYOUT AND LAYOUTS OF WALL											



A-002

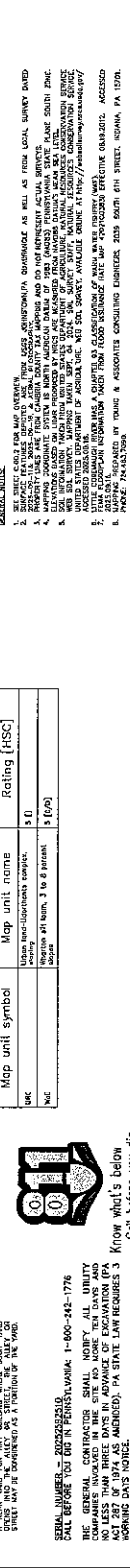
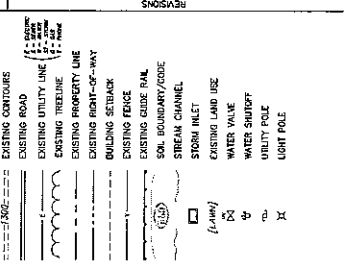
DATE	BY	CHKD	APP'D
10/1/01	10/1/01	10/1/01	10/1/01

PROPOSED EXTERIOR ELEVATIONS
 PLEASANT HILL CHURCH
 250 EGBENBURG ROAD
 JOHNSTOWN, PENNSYLVANIA 15904

NO.	DATE	DESCRIPTION

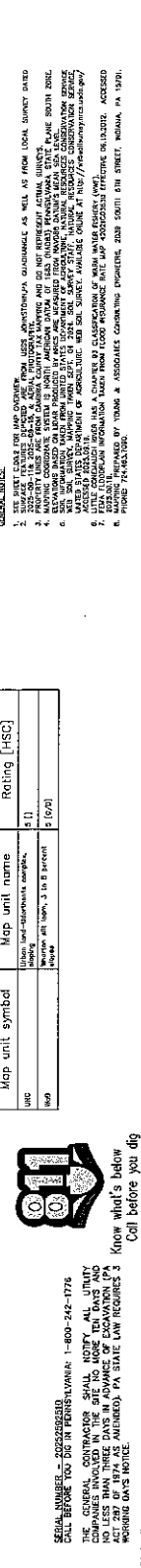
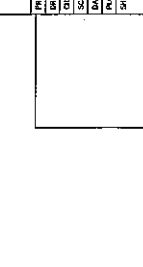
250 E. 10th Street
 Johnstown, PA 15136-0001
 Phone: 724.441.1200
 Fax: 724.441.1201
 www.youngandassociates.com

YOUNG & ASSOCIATES
 ENGINEERS • SURVEYORS



Map unit symbol	Map unit name	Rating [HSC]
URC	Urban land-liquorists complex, scaling	5 U
URD	Urban ≥ 1 km, 3 to 6 percent slope	5 (D)

now what's below
Call before you dig



**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10782**

MOVED BY COUNCILPERSON: _____

A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING STANDARD BRIDGE REIMBURSEMENT AGREEMENT R26090006 BETWEEN THE CITY OF JOHNSTOWN AND THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT R26090006 REGARDING THE DELLWOOD STREET REHABILITATION BRIDGE PROJECT.

WHEREAS, Dellwood Street Bridge over Norfolk Southern, is in need of certain repairs; and

WHEREAS, at the present time, work on the bridge is not anticipated to start prior to 2028; and

WHEREAS, the project is anticipated to cost \$1,530,724.00; and

WHEREAS, federal and state funds will cover 95% of the cost; and

WHEREAS, the City's share of the cost for repairs is \$76,536.20, anticipated to be invoiced in/after 2028;
and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, THE CITY MANAGER IS AUTHORIZED TO EXECUTE REIMBURSEMENT AGREEMENT R26090006 WITH THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE DELLWOOD STREET BRIDGE PROJECT.

RESOLUTION SECONDED BY COUNCILPERSON _____

Roll Call:

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

ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10782 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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

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



Johnstown Police Department

Chief Mark Britton

To : Mayor King, Members of City Council,
and City Manager Art Martynuska

From : Chief Mark Britton

Date : May 29th, 2026

Subject : May 2026 Monthly Report

Officers handled 2,929 total dispatches for service this month. This includes calls in the contracted areas of Dale Borough, West Taylor Township, Middle Taylor Township, Lorain Borough, and Johnstown Housing Authority.

28 people were taken into custody on outstanding warrants.

The Johnstown Police and Fire Department hosted students from Johnstown Head Start at the Public Safety Building during two school trips. Allowing them to meet and interact with our Officers and Firefighters as well as touring some of our vehicles and equipment.

We were also fortunate to join the Johnstown Millrats at a recent game during their local school field trip event.

Attached to this report you will see what the departments investigative work over the last two (2) months. Numerous arrests have been made, and the majority of the shots fired calls have been investigated, with results being fireworks or nothing found when officers arrive on scene.

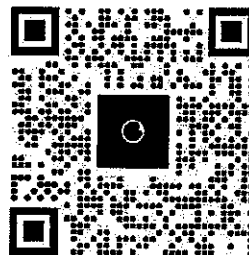
Most incidents that have occurred are not related to each other and are separate. Although we do believe some were linked together in the month of March.

The Johnstown Police Department completed our yearly training for the department in handcuffing, OC, and baton, as well as additional defensive tactics training. JPD SERT members participated in a combined training with PAOAG SOG, hosted by our partners at Saint Francis University for the yearly event.

Respectfully,

Mark F. Britton
Chief of Police

Subscribe Now !
CrimeWatch





Johnstown Police Department

Chief Mark Britton



Johnstown Police Notable Incidents

March 02, 2026 – May 23, 2026

1. Shots Fired – 03/02/2026 - JP-26-17486 - Arrest Made
2. Shots Fired – 03/03/2026 – JP-26-17509 – Nothing found
3. Aggravated Assault/Knife – JP-26-17573 – Refused to Cooperate
4. Aggravated Assault w/ Firearm – 03/12/2026 – JP-26-17646 – Charges/Warrant Issued
5. Aggravated Assault w/Knife – 03/15/2026 - JP-26-17649 – Arrest Made
6. Shots Fired – 03/21/2026 – JP-26-17787 – One (1) 10mm Shell casing round/One (1) call
7. Shots Fired – 03/23/2026 – JP-26-17813 – Nothing found
8. Shots Fired – 2026040500083 – Casings located. No one injured/Property Damage
9. Shots Fired – 2026041700305 – Arrest Made
10. Aggravated Assault w/Firearm – 04/24/2026 – 2026042400403 – Person of Interest
11. Homicide – 04/26/2026 – 2026042600428 – Persons of Interest
12. Aggravated Assault w/Firearm – 04/27/2026 – 2026042700437 – Person of Interest
13. Aggravated Assault w/Sawzall Blade – 05/02/2026 – 2026050200541 – Arrest Made
14. Homicide – 05/14/2026 – 2026051400734 – Charges Pending
15. Shots Fired – 05/17/2026 – 2026051700780 – Nine (9) casings located – No one injured
16. Shots Fired/Agg Assault – 05/19/2026 – 2026051900814 – Arrest Made/Two (2) Charged
17. Shots Fired/Assault – 05/22/2026 - 2026052200861 - Arrest Made
18. Shots Fired – 05/23/2026 – 2026052300874 – Confirmed Fireworks
19. Aggravated Assault w/Knife – 05/26/2026 – 2026052600899 – Arrest Made
20. Shots Fired - 05/26/2026 – Confirmed Fireworks
21. Shots Fired – 05/27/2026 - Nothing found
22. Aggravated Assault w/Firearm (Stabbing) 05/28/2026 – 2026052800947 – Arrest Made
23. Shots Fired – 05/29/2026 – 2026052900955 – Arrest Made
24. Weapons Possession/Domestic – 2026053000968 – Arrest Made

Arrests Made – (12)

Persons of Interest –(3)

Nothing Found/Fireworks – (5)

Refused to Cooperate – (1)

Shots Fired/Located – (3)



Cambria County Building Code Enforcement Agency d/b/a Laurel Municipal Inspection Agency

140 East Carroll Street

PO Box 375

Carrolltown, PA 15722

Property Maintenance Report

Johnstown City

Total Open Cases: 14

Date Opened	Address	Property Owner	Status
3/11/2025	288 Fairfield Ave	Brian Pyle	Reached out to the magistrates office on 5/20/2026 with a new address, they are attempting delivery of the charges again.
5/30/2025	36 Boyer St	Holly Eger	<u>COURT SCHEDULED 6/29/2026</u> Given a 45 day continuance, she has numbers she will be putting up, and is saving money to get a dumpster in June for the Rubbish. She also plans to make the exterior walls look better by taking the ripped house wrap off. She has plans to cut the weeds as well.
7/11/2025	1070 Soloman St	John Spengler	CASE CLOSED FOR COMPLIANCE 5/12/2026.
7/31/2025	831 Ash St	Zanyia Williams	CASE CLOSED GUILTY VERDICT 5/12/2026.
9/8/2025	430 Stone St	Eugene Bailey	Reached out to the magistrates office on 5/20/2026 with a new address, they are attempting delivery of the charges again.
9/8/2025	432 Stone St	Eugene Bailey	Reached out to the magistrates office on 5/20/2026 with a new address, they are attempting delivery of the charges again.
9/9/2025	743 Bruce St	Jacob Summerlin	<u>COURT SCHEDULED 6/9/2026</u> Given a 30 day continuance to get the rubble from the retaining wall cleaned up, once this is finished charges will be withdrawn and the case will be closed.
9/26/2025	637-639 Coleman Ave	Michael Sheehan	<u>COURT SCHEDULED 7/28/2026.</u> I requested a 60 day continuance, the property owner has a demo contract with Bams Excavating and is on a list to get the property tore down. Once this is completed, charges will be withdrawn and the case will be closed.
9/29/2025	729 Kennedy Ave	Ludwig Canales	<u>COURT SCHEDULED 6/23/2026.</u> Finishing painting any exposed wood and boarding up windows.
9/30/2025	1149-1151 Boyd Ave	Scott Hoyland	<u>COURT SCHEDULED 6/30/2026.</u> I got in contact with Mark Critz from the redevelopment authority, he was going to check with the city to see if this property can get on the demo list. I have yet to hear back from him(5/15/2026).



Cambria County Building Code Enforcement Agency d/b/a Laurel Municipal Inspection Agency

140 East Carroll Street

PO Box 375

Carrolltown, PA 15722

10/10/2025	421-423 Wood St	Randy Probst	<u>COURT SCHEDULED 6/9/2026.</u> Continued 30 days for compliance, slight progress was done on the property, I spoke to the property manager on 4/28/2026, and told him what all needed to be finished before the charges will be withdrawn.
10/10/2025	602 Wood St	Melissa Quayle	<u>CASE CLOSED FOR COMPLIANCE 5/12/2026.</u>
10/14/2025	708 Ash St	Elvis Espinal	<u>COURT SCHEDULED 7/21/2026.</u> Property owner has dumpster coming on 5/26/2026, plans to fix both porches and roof of house. Fence was repaired as well.
11/29/2025	40 Boyer St	Andrew Updegraff	Bench warrant issued for property owner since he did not appear in court. No new hearing date.
11/29/2025	518 Figg Ave	Nora Bussey	<u>COURT SCHEDULED 6/9/2026.</u> Windows replaced, no update on other violations until I checkup for court.
11/29/2025	701 Horner St	Geroy Allen & Dytonia Tyndale	<u>COURT SCHEDULED 6/30/2026.</u> Property owner is trying to get his property on the redevelopment authority's demo list.
12/29/2025	Vacant lot on Railroad St	Georgia Wilson	<u>COURT SCHEDULED 6/9/2026.</u> Given a 45 day continuance to get the fence and rubbish taken care of, once this is done charges will be withdrawn and the case will be closed. .

The above listed properties are open cases for the month of June.

Note: Cases can sometimes be on hold when filing charges and may take a longer time than expected. If you have any questions or concerns feel free to contact the office.

Elizabeth Shaffer
CCBCEA Property Maintenance Administrator

County	Owner	911 Address	Permit #	Permit Issue Date	Proposed Work	Cost of Work
Cambria	Jean Beecher	200 Derby Street	71-25-14E	08-Oct-25	Tub to Shower Conversion	\$11,841.00
Cambria	Victoria Blair	916 Coleman Avenue	71-25-07E	01-Oct-25	Replacing Shingles	\$5,906.75
Cambria	Calvary Methodist Church	159 Chandler Street	71-25-19E	16-Oct-25	Replacing 11 concrete steps	\$28,785.00
Cambria	Minersville P.N.A Lodge 832	153 Benshoff Street	71-25-16E	14-Oct-25	Fence	\$13,705.20
Cambria	Sharon Masson	730-732 Locust Street	71-25-18E	14-Oct-25	Replacing Shingles	\$9,480.00
Cambria	Usha Kamoo	153 Meyer Avenue	71-25-17E	14-Oct-25	Metal Roof Layover	\$10,000.00
Cambria	Greater Johnstown SD	222 Central Avenue	71-25-05C	03-Oct-25	8' Fence	\$5,100.00
Cambria	Ron's Tire	120 Southmont Blvd	71-25-09C	08-Oct-25	Change of Use with Interior Renovations	\$331,506.00
Cambria	Crown Castle	302 P Franklin Street	71-25-06C	03-Oct-25	New Equipment	\$2,000.00
Cambria	Crown Castle	269 Lincoln Street	71-25-07C	03-Oct-25	Installing Equipment	\$2,000.00
Cambria	Juliana Casseus	604-606 Grove Avenue	71-25-10R	08-Oct-25	Replace deck & steps	\$12,500.00
Cambria	Barry and Connie Schultz	123 Barnhart Street	71-25-15E	08-Oct-25	Tub to Shower Conversion	\$13,500.00
Cambria	Juliana Casseus	559 W. Howard Street	71-25-11R	08-Oct-25	Replace deck & steps	\$15,000.00
Cambria	Zilpah Glasgow	611 1/2 Sherman Street	71-25-12E	08-Oct-25	Fence	\$0.00
Cambria	The Fish Boat	544 Main Street	71-25-13E	08-Oct-25	Repairs to Masonry Bricks and Partial Drywall	\$0.00
Cambria	Famous Supply	339 Walnut Street	71-25-04C	03-Oct-25	Fire Sprinkler System	\$50,535.00
Cambria	Bottle Works	411 3rd Avenue	71-25-02C	06-Oct-25	Interior Renovations, New Roof, Electrical Upgrades, and ADA Restrooms	\$766,725.00
Cambria	Melech Berman	1093 Miles Street	71-25-11E	06-Oct-25	Replacing Entrance Door	\$250.00

Cambria	Skoco LLC	1157 Milford Street	0002815	06-Oct-25	Amp Service	\$0.00
Cambria	Brian Murphy	180 Beatty Avenue	71-25-10E	03-Oct-25	Replacing Shingles	\$7,150.00
Cambria	Paul Manobianco	209 Dupont Street	71-25-09E	03-Oct-25	Replacing Shingles and Gutters	\$15,000.00
Cambria	James Lipuma	1341 Roxbury Avenue	71-25-03R	01-Oct-25	Generator	\$12,286.76
Cambria	Crown Castle	206P Levergood Street	71-25-20C	01-Dec-25	Equipment Upgrades	\$2,000.00
Cambria	Crown Castle	1095 Franklin Street	71-25-08C	03-Oct-25	Equipment Upgrades	\$12,000.00
Cambria	David Sapolich	200 Broad Street	71-25-18C	03-Nov-25	Metal Roof Layover	\$26,500.00
Cambria	Nickie Lepley	121 Kunkle Street	0002554	13-Jan-25	Amp Service	\$0.00
Cambria	New Day	640 Somerset Street	71-25-22R	04-Dec-25	Demo. SFD	\$0.00
Cambria	Amelia Destefano	432 Dorothy Avenue	71-25-21R	04-Dec-25	Demo. SFD	\$0.00
Cambria	Michael McCray	1323 Maryland Avenue	0002891	03-Dec-25	Amp Service	\$0.00
Cambria	Cambria County Library System	248 Main Street	25-00246	24-Nov-25	Interior Renovations	\$1,800,000.00
Cambria	Josh Sams	208 Southmont Blvd	0002886	26-Nov-25	Amp Service	\$0.00
Cambria	Elinor Berkovitz	728 Russell Avenue	71-25-27E	20-Nov-25	Replacing Windows	\$4,923.00
Cambria	Jump Ministries	240 Vine Street	71-25-26E	20-Nov-25	Replacing Shingles	\$16,275.00
Cambria	Christ the Savior	225 Rear Chandler Avenue	71-25-16C	14-Nov-25	C of O	\$0.00
Cambria	Alyshia Meyers	218 Worth Street	71-25-20E	16-Oct-25	Fence	\$4,500.00
Cambria	Richard Fore	426 Decker Avenue	71-25-25E	06-Nov-25	Replacing Shingles	\$13,192.64
Cambria	Nimpsi Dorville	471 Sheridan Street	71-25-05E	29-Sep-25	6' High Privacy Fence	\$3,000.00
Cambria	Felipie Haubrich	578 Dorothy Avenue	0002856	03-Nov-25	Amp Service	\$0.00
Cambria	HOX Management	81 McMillen Street	71-25-17C	30-Oct-25	New Sign	\$1,700.00
Cambria	Walter Penrod	132 Sheridan Street	71-25-15C	29-Oct-25	New Plumbing	\$0.00
Cambria	Duncan Dennis	220 Dupont Street	71-25-24E	29-Oct-25	20' x 12' Carport	\$785.00

Cambria	Scott and Blaze Hughes	118 Bheam Avenue	71-25-23E	29-Oct-25	12' x 28' Shed	\$0.00
Cambria	Eric Zubay	610 Millcreek Road	0002842	28-Oct-25	Amp Service	\$0.00
Cambria	Pleasant Hill Baptist Church	280 Ebensburg Road	71-25-13R	27-Oct-25	Demo. SFD	\$7,000.00
Cambria	David Sapolich	200 Broad Street	71-25-22E	24-Oct-25	Metal Roof Layover	\$0.00
Cambria	Rappaport Lofts	137 Clinton Street	71-25-12C	22-Oct-25	Interior Buildout - Units 6&7	\$497,000.00
Cambria	Ron's Tire	120 Southmont Blvd	71-25-21E	22-Oct-25	New Sign	\$15,954.80
Cambria	Brad Minemyer	190 Harsberger Road	71-25-14R	10-Nov-25	Step Permit - Footer/Foundation Only	\$11,000.00
Cambria	Adam Lichvar	74 Esther Street	25-00036	04-Apr-25	34' x 50' Pole Building	\$40,000.00
Cambria	Hue Nguyen	564 Forest Avenue	71-25-08E	01-Oct-25	Replacing Shingles	\$9,500.00
Cambria	Thomas Eckenrode	124 Rear Coal Street	25-00118	24-Jun-25	28' x 30' Garage	\$57,000.00
Cambria	Crown American	1 Pasquerilla Plaza	25-00073	07-May-25	Interior Renovations	\$74,246.00
Cambria	Christ the Savior	312 Garfield Street	25-00093	30-May-25	Interior Renovations	\$1,684,479.00
Cambria	Paul Saverling	1108 Ridge Avenue	25-00095	29-May-25	6' x 12' Deck	\$15,000.00
Cambria	Anthony Stafford	249 Ebensburg Road	0002627	02-May-25	Amp Service	\$0.00
Cambria	Aaron Verhousek	100 Clinton Street	25-00070	23-Apr-25	Deck	\$20,000.00
Cambria	Johnstown Housing Authority	293 Conway Court	0002617	22-Apr-25	Amp Service	\$0.00
Cambria	Benshoff Enterprises	420 Main Street	24-00294	22-Apr-25	Alterations	\$230,000.00
Cambria	Bell Telephone	421 Locust St	25-00124	13-Jun-25	Roof replacement	\$1,868,000.00
Cambria	James Cinko	1207 Linwood Avenue	25-00076	16-Apr-25	Above Ground Pool	\$5,162.18
Cambria	Bishop McCort	25 Osbone St	25-00074	16-Apr-25	Handicap ramp & Fence	\$45,000.00
Cambria	Carmen Formica	734 Railroad Street	24-00301	07-Apr-25	59' x 31' Pole Building	\$32,000.00
Cambria	SKOCO LLC	1166 Hunt Street	0002592	31-Mar-25	Amp Service	\$0.00
Cambria	Duncan Dennis	220 Dupont Street	0002585	17-Mar-25	Amp Service	\$0.00
Cambria	Michael Smith	1237 Saylor Street	24-00026	17-Mar-25	Roof over Existing Porch	\$950.00
Cambria	Sherry Stefanik	77 Barron Avenue	0002576	03-Mar-25	Amp Service	\$0.00

Cambria	Rusty Cat Cafe	338 Walnut Street	24-00008	03-Mar-25	Interior Renovations	\$125,270.00
Cambria	DLP Conemaugh	1111 Franklin Street	24-00295	20-Feb-25	Alterations	\$2,317,210.00
Cambria	Hammer Realty	353 Market Street	24-00288	24-Jan-25	Repairs	\$11,950.00
Cambria	Allen Andrews	735 Fenn Alley	24-00285	05-Feb-25	Roof Mounted Solar Panels	\$13,000.00
Cambria	DLP Conemaugh	1086 Franklin Street	24-00286	29-Jan-25	Interior Renovations	\$1,308,808.00
Cambria	New Day Inc	Somerset Street	25-00063	16-Apr-25	Pavilion	\$3,000.00
Cambria	Vincent Willoughby	382R Beatrice Avenue	0002752	27-Aug-25	Amp Service	\$0.00
Cambria	Debora Caddy	826 Park Avenue	71-25-04E	29-Sep-25	Replacing 6' High Fence	\$1,500.00
Cambria	Richard Foor	1311-1313 Roxbury Avenue	71-25-06E	29-Sep-25	Replacing Shingles	\$22,620.00
Cambria	Brian Subich	511 Duwell Street	25-00113	13-Jun-25	17' x 12'6" Addition	\$116,000.00
Cambria	Juliana Casseus	604-606 Grove Ave	71-25-03E	25-Sep-25	Replace shingles	\$12,000.00
Cambria	Juliana Casseus	559 West Howard St	71-25-02E	25-Sep-25	Replace shingles	\$15,000.00
Cambria	Edward Sandy	440/442 Dorothy Ave	71-25-01E	25-Sep-25	patch roof - no structural work	\$500.00
Cambria	JCP 500 Main Street	500 Main Street	25-00213	23-Sep-25	Alterations	\$290,000.00
Cambria	Cure Church	79 J Street	71-25-01C	22-Sep-25	Change of Use	\$0.00
Cambria	Famous Supply	339 Walnut Street	25-00235	17-Sep-25	New Signs	\$2,160.00
Cambria	Vision Together	751 Somerset Street	25-00144	27-Jun-25	SFD	\$100,000.00
Cambria	Em's Bakery	608 Central Avenue	25-00216	08-Sep-25	Interior Renovations	\$180,800.00
Cambria	Sean Rohrer	100 Cooper Avenue	71-25-25R	12-Dec-25	Foundation Repairs	\$19,450.00
Cambria	Dibert 500 LLC	500 Main Street	25-00182	19-Aug-25	Alterations	\$0.00
Cambria	John Meadows	146 Fairfield Avenue	0002736	12-Aug-25	Amp Service	\$0.00
Cambria	David King	250 Spring Street	24-00035	06-Aug-25	10' x 24' Addition	\$65,000.00
Cambria	Suzette Hebben	139 Cook Street	25-00178	07-Aug-25	Roof Mounted Solar Panels	\$13,183.80
Cambria	Pam Bender	136 Strayer Street	Jtown	18-Jun-25	12' x 10' Deck	\$2,000.00
Cambria	United Methodist	436 Vine Street	25-00179	29-Jul-25	Tap into New Sewage	\$20,000.00
Cambria	Roy Neville	284 Chandler Avenue	25-00164	29-Jul-25	Roof Mounted Solar Panels	\$8,100.00
Cambria	Roman Mason	932 Bedford Street	0002702	21-Jul-25	Amp Service	\$0.00

Cambria	Bishop McCort Highschool	1059 Franklin Street	25-00145	18-Jul-25	Interior Renovations / Change of Use	\$198,362.00
Cambria	Walnut Street LLC	339 Walnut Avenue	25-00161	14-Jul-25	Alterations	\$150,000.00
Cambria	Bishop McCort	25 Osborne Street	25-00221	09-Sep-25	12' x 25' LED Sign	\$9,700.00
Cambria	Lindsey Hollan	152 Wess Street	71-26-31R	16-Apr-26	2 Story Addition	\$154,660.00
Cambria	Nebra Ridella	177 Watson Street	71-26-23E	14-Apr-26	Fence	\$3,025.00
Cambria	John Allen	501 Cypress Avenue	71-26-41R	05-May-26	Replace Stairs	\$230.00
Cambria	Kevin Bailey	171 Fairfield Avenue	71-26-39R	05-May-26	16' x 30' Extension on Existing Deck	\$0.00
Cambria	Kevin Bailey	171 Fairfield Avenue	71-26-30E	05-May-26	Fence	\$0.00
Cambria	Cornerstone Property Co. LLC	216-218 Morgan Place	71-26-28E	05-May-26	Replacing Windows, Doors, & Shingles	\$44,000.00
Cambria	Jodi Stratton	1107 Sunday Street	71-26-29E	05-May-26	Replacing Fence	\$13,700.00
Cambria	Hysenah Cooper	1457 Franklin Street	71-26-31E	05-May-26	Fence	\$1,500.00
Cambria	River District	124 Mian Street	71-26-06C	01-May-26	Renovations	\$480,000.00
Cambria	Shakeel Arshed	142 Walnut Street	71-26-36C	30-Apr-26	Demo Drive Through Only	\$0.00
Cambria	Hysenah Cooper	1457 Franklin Street	71-26-42R	06-May-26	Above Ground Pool	\$1,500.00
Cambria	John Allen	501 Cypress Avenue	71-26-27E	23-Apr-26	Replacing Siding	\$230.00
Cambria	Cambria County Assco. For Blind & Handicapped	986-984 Linton Street	71-26-44C	06-May-26	Demo Duplex	\$80,000.00
Cambria	Fleegle Properties LLC	100 Walnut Street	71-26-26E	21-Apr-26	Replacing Siding	\$0.00
Cambria	Joe Martella	16 Akers Street	71-26-33R	20-Apr-26	Demo SFD	\$0.00
Cambria	Devonna Owens	201 Blaine Street	71-26-25E	20-Apr-26	Roof Replacement	\$11,605.00

Cambria	Joseph & Janice Kapcsos	445 Decker Avenue	25-00046	16-Apr-26	Fence & Carport	\$0.00
Cambria	CamTram	537 Locust Street	71-26-32C	17-Apr-26	New Sign	\$3,995.00
Cambria	Best Windows & Door Company	334 Strayer Street	71-26-27C	14-Apr-26	Interior Renovations	\$75,000.00
Cambria	Julio Rodriguez	1087 Mckinley Avenue	71-26-30R	15-Apr-26	SFD to Duplex	\$0.00
Cambria	Flood City Fringe	83 1/2 Fairfield Avenue	71-26-28C	14-Apr-26	Drywall	\$800.00
Cambria	Holiday Inn	250 Market Street	71-26-29C	14-Apr-26	Widening Existing Window	\$0.00
Cambria	Crown Castle	541 Ash Street	71-25-19C	01-Dec-25	Equipment Upgrades	\$12,000.00
Cambria	Alicia Shaw	562 Corinne Avenue	71-26-35R	29-Apr-26	Above Ground Pool	\$0.00
Cambria	City of Johnstown	700 Block Iolite Avenue	71-26-50C	13-May-26	Playground	\$56,000.00
Cambria	Tim Leighty	412 Brush Avenue	71-26-55R	20-May-26	Roof over existing deck	\$30,000.00
Cambria	Cal Penn	425 Linden Avenue	71-26-52R	14-May-26	Roof Mounted Solar panels	\$33,431.40
Cambria	Laura Huchel	401 Park Avenue	71-26-53R	19-May-26	Roof Mounted Solar Panels	\$30,258.00
Cambria	Ed Ford	112 Barnhart Street	71-26-54R	20-May-26	Replacing Existing Porch	\$6,000.00
Cambria	Oscar Torres	328 Cypress Avenue	71-26-39E	21-May-26	Sliding	\$1,500.00
Cambria	Moxham Luther Parsonage	512 Park Avenue	71-26-37E	20-May-26	Replacing Shingles	\$11,689.00
Cambria	Tim Leighty	412 Brush Avenue	71-26-38E	20-May-26	Metal Roof Layover	\$30,000.00
Cambria	Gary Leech	1020 Steel Street	71-26-37R	19-May-26	Demo SFD & Shed	\$7,000.00

Cambria	Abdul Fulton	209 Village Street	71-26-36E	19-May-26	Replacing Windows and Patio Door	\$7,990.00
Cambria	Alma Lodge	442 Main Street	71-26-16C	05-May-26	Signs	\$0.00
Cambria	Garfield Middle School	376 Garfield Street	71-26-43C	06-May-26	Interior Renovations	\$13,752,481.00
Cambria	Mike Sheehan	637 Coleman Avenue	71-26-24C	08-Apr-26	Demo	\$0.00
Cambria	Joel Bezek	248-250 Walnut Street	71-26-48R	12-May-26	Demo	\$28,902.00
Cambria	Syed Bokhani	75 Central Avenue	71-26-51C	13-May-26	Interior Renovations	\$0.00
Cambria	814 Rentals	1163 Barnett Street	71-26-38R	04-May-26	Replace Back Porch, Railing, & Back Steps	\$10,000.00
Cambria	Robert Stevanus	175 Academy Street	71-26-35E	12-May-26	Replacing Fence	\$800.00
Cambria	Richard Albert	1360 Good Street	71-26-46R	11-May-26	Demo Garage	\$6,800.00
Cambria	Rose Howarth	530 Harold Avenue	71-26-40R	11-May-26	Replace Decking Boards & Steps	\$2,200.00
Cambria	Marie Dradis	504 McMillen Street	71-26-45R	08-May-26	Cricket	\$19,087.22
Cambria	Heather Theodore	536 Fronheiser Street	71-26-34E	07-May-26	Fence	\$0.00
Cambria	Tobias Claycomb	116 Homestead Avenue	71-26-33E	07-May-26	Replacing Shingles	\$20,653.04
Cambria	Gail Armstrong	495 Leroy Street	71-26-32E	07-May-26	Replacing Shingles	\$12,700.00
Cambria	Bruce Kline	400 Brush Avenue	71-26-47R	12-May-26	Replacing Porch	\$25,700.00
Cambria	Della Nataly Garcia	407 Daniel Street	71-25-26R	18-Jan-26	Replace Truss's	\$7,350.58
Cambria	Sarah Buksa	369 Edith Avenue	71-26-24E	15-Apr-26	Metal Roof Layover	\$0.00
Cambria	Quaker Sales	736 Cooper Avenue	71-26-12C	05-Mar-26	8,000sqft Storage Building	\$850,000.00

Cambria	Johnstown Housing Authority	599 Brush Avenue	71-26-11C	04-Mar-26	75'x78' Addition	\$500,000.00
Cambria	Legendary Development Daycare	328 Ohio Street	71-26-07C	04-Mar-26	C of O - Daycare	\$0.00
Cambria	Dorota Nowak	429 Woodvale Avenue	71-26-12E	03-Mar-26	Metal Rood Layover	\$9,000.00
Cambria	Daniel Vahab	161-163 Frederick Street	71-26-11E	03-Mar-26	Fence	\$0.00
Cambria	Family Lease LLC	351 Fairfield Avenue	71-26-10E	02-Mar-26	6ft Fence	\$3,000.00
Cambria	Jon Dixon	1324 Maryland Avenue	71-26-09E	27-Feb-26	Fence	\$2,760.00
Cambria	Duncan Dennis	220 Dunpont Street	71-26-08E	24-Feb-26	Screen in Existing Front Porch	\$350.00
Cambria	Wilford Porter	690 Von Lunen Road	71-26-14R	06-Mar-26	Floor Jacks	\$8,757.35
Cambria	Heather Davis	447 Boyer Street	71-26-06E	29-Jan-26	Replace Shingles	\$19,961.30
Cambria	Justin and Lisa Campbell	705 Chestnut Street	71-26-13E	09-Mar-26	Replacing Shingles	\$29,878.75
Cambria	JRA	336-338 Highland Avenue	71-26-02R	21-Jan-26	Demolition	\$0.00
Cambria	Barbara Mainhart	418 Boyer Street	71-26-05E	20-Jan-26	Replace Shingles	\$13,876.12
Cambria	Kimberly Gorman	82 K Street	71-26-04E	20-Jan-26	Replace Shingles	\$8,000.00
Cambria	David Wallis	215 Ogle Street	71-26-03E	12-Jan-26	Metal Roof Layover	\$0.00
Cambria	Duncan Dennis	220 Dupont Street	71-26-02E	07-Jan-26	Awning	\$120.00
Cambria	JNL Realty	66 Clover Street	71-26-01R	06-Jan-26	Demo. Garage	\$0.00
Cambria	Terra Walker	547 Horner Street	71-26-01E	06-Jan-26	Replacing Windows	\$5,600.00
Cambria	Joseph Fleck	537-539 Linden Ave	71-25-28E	18-Dec-25	Replace Shingles	\$12,600.00
Cambria	Crown Castle	1048 Mckinley Ave	71-25-23C	09-Dec-25	Equip Upgrade	\$12,000.00
Cambria	Crown Castle	707 Oak Street	71-25-24C	09-Dec-25	Equip Upgrade	\$12,000.00

Cambria	Speicher Select Properties	199 Barron Avenue	71-26-07E	06-Feb-26	Handicap Ramps	\$450.00
Cambria	Cambria County Library	248 Main Street	71-26-17C	19-Mar-26	Sprinkler System	\$0.00
Cambria	City of Johnstown	237-239 Union Street	71-26-26R	13-Apr-26	Demo Duplex	\$8,400.00
Cambria	Sandra Rodgers	152 Plainfield Avenue	71-26-22E	10-Apr-26	Metal Roof Layover	\$14,000.00
Cambria	Fannie Mae	664-666 Highland avenue	71-26-05R	08-Apr-26	Demo	\$3,000.00
Cambria	Mary O'Neil	1103 Church Avenue	71-26-21E	07-Apr-26	Replacing Siding, Soffit, Faciah, and Gutters	\$0.00
Cambria	Khales Elissa	215-217 Market Street	71-26-20C	24-Mar-26	Interior Renovations	\$50,000.00
Cambria	Sean Hockensmith	185-187 Wilson Street	71-26-23R	31-Mar-26	Demo	\$14,000.00
Cambria	Kevin & Kayla Sanders	495 Duwell Drive	71-26-20E	30-Mar-26	Replacing Fence	\$1,500.00
Cambria	Lawrence Smith	286 Moore Street	71-26-21R	30-Mar-26	Ramp	\$6,717.02
Cambria	City of Johnstown	R. 520 Ash Street	71-26-22R	30-Mar-26	Demo SFD	\$0.00
Cambria	Johnstown Redevelopment Authority	102 Iron Street	71-26-09C	04-Mar-26	Sprinkler System	\$78,000.00
Cambria	JPN Holdings	216 Main Street	25-00086	06-Aug-25	Renovation	\$1,939,298.00
Cambria	Adrian Chestnut	431 Daniel Street	71-26-57R	28-May-26	Verticle Lift	\$17,990.10
Cambria	City of Johnstown	19 Cleveland Street	71-26-19R	23-Mar-26	Demo	\$7,800.00
Cambria	Beth & Kyler Dannana	180 Worth Street	71-26-18E	20-Mar-26	Replacing Shingles	\$13,876.00
Cambria	Laurel Savage	298 Lunen Street	0002977	20-Mar-26	Amp Service	\$0.00
Cambria	Brend Zettle	501 Long Street	71-26-17E	19-Mar-26	Replacing Shingles	\$0.00

Cambria	Scott & Ronda Hughes	118 Bheam Avenue	71-26-16E	16-Mar-26	Replacing Siding	\$0.00
Cambria	Bridget Mount	560 Dorothy Avenue	71-26-10R	04-Mar-26	Roof mounted solar panels	\$10,000.00
Cambria	Leaf Filter North LLC	657 Forest Avenue	71-26-15E	12-Mar-26	Gutters	\$2,250.00
Cambria	CNTA	111 Ross Street	71-26-15C	12-Mar-26	C of O	\$500.00
Cambria	Bruce Jumeelick	329 Diana Avenue	71-26-14E	10-Mar-26	Replacing Siding	\$32,476.00
Cambria	Oscar Cashaw Jr	237-239 Union Street	71-26-13R	06-Mar-26	Demo	\$8,000.00
Cambria	Krysta Riley	560 Cypress Avenue	71-26-19E	26-Mar-26	Replacing Shingles	\$11,210.00

Codes Department
Report 5/1/2026 - 5/28/2026

134 Total in Edmunds from 5/1/2026 to 5/28/2026

24 Lien Verifications

43 Rental inspections

0 Property sent to Laurel Municipal Inspection Agency

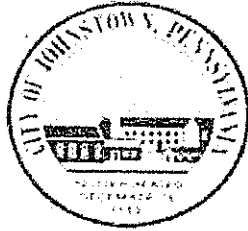
8 Follow ups closed

Shawn Stiffler – Competed taking CJIS Security and Privacy Training General User

Completed Addiction and Connection to Treatment Training

Jen Combs – Competed taking CJIS Security and Privacy Training General User

Completed Addiction and Connection to Treatment Training



Public Works Department

Cut down dead trees at Roxbury Park & remove roots.

Repair sink hole on Main St in front of Suppes.

Start the roof repairs at Roxbury Park.

Repair storm inlet at Roxbury Park.

Removed traffic light pole that a cement truck hit and was laying on the truck.

Put up temporary poles and traffic lights and signage on Main & Franklin St.

Repair fence at Park Ave playground.

Repair fencing at the Maple Park playground.

Cut up the tree that fell across Mc Garry Alley in Kernville.

Start cutting vacant property lots in Moxham.

Clean up garbage at 403 Corrine St.

Pickup yard waste city wide.

Director of Public Works

Carmen S Truscello

City Of Johnstown

419-6th Ave. Johnstown, Pa. 15906

Repair shop 814 533-2089 Ext 404

Cell 814 242 -4341

City of Johnstown

Monthly Financial Schedules April 2026



CITY OF JOHNSTOWN
SCHEDULE OF CASH BALANCES
AS OF APRIL 30, 2026

Fund	Unrestricted	Restricted/Committed	Total Cash
General Fund	\$ 7,729,762	\$ 1,401,747	\$ 9,131,509
Capital Investment Fund	7,500,283	-	7,500,283
ARPA Fund	-	7,066,949	7,066,949
Liquid Fuels Fund	-	1,606,142	1,606,142
State Grant Fund	-	588,020	588,020
UDAG Fund	-	345,229	345,229
Job Development Fund	-	217,070	217,070
Conference Center Fund	-	80,612	80,612
Community Development Fund	-	87,609	87,609
Enterprise Fund	-	43,446	43,446
Home Loan Fund	-	7,119	7,119
Rehabilitation Loan Fund	-	6,411	6,411
Total Cash*	\$ 15,230,045	\$ 11,450,354	\$ 26,680,398

*Excludes Pension Trust Fund



CITY OF JOHNSTOWN
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE PERIOD ENDED APRIL 30, 2026

	2026	2025	Variance (\$'s)	Variance (%)	Budget	% of Budget
Revenues:						
Real Estate Taxes	\$ 1,664,081	\$ 1,531,538	\$ 132,543	9%	\$ 6,900,000	24%
Other Local Taxes	960,020	1,120,937	(160,917)	-14%	4,491,840	21%
Licenses and Permits	153,773	204,676	(50,903)	-25%	526,200	29%
Fines and Forfeitures	36,695	26,754	9,941	37%	336,800	11%
Charges for Services	198,391	193,062	5,329	3%	547,800	36%
Grants and Joint Projects	195,231	203,279	(8,047)	-4%	1,912,841	10%
Departmental Earnings	135,127	137,609	(2,482)	-2%	438,000	31%
Interest Income	122,362	113,072	9,290	8%	320,000	38%
Other Income	57,670	89,396	(31,726)	-35%	190,907	30%
Total Revenues	3,523,351	3,620,323	(96,973)	-3%	15,664,387	22%
Expenditures:						
General Government	759,620	642,838	116,782	18%	2,101,084	36%
Police	1,572,378	1,296,291	276,087	21%	4,561,725	34%
Fire	1,405,140	1,254,916	150,224	12%	4,503,928	31%
Public Works	880,581	853,192	27,389	3%	2,681,852	33%
Parking	93,163	117,899	(24,736)	-21%	328,897	28%
Community Development	111,861	118,781	(6,920)	-6%	389,605	29%
Culture and Recreation	133,255	117,323	15,932	14%	395,604	34%
Debt Service	413,816	69,394	344,422	496%	1,004,788	41%
Total Expenditures	5,369,813	4,470,633	899,180	20%	15,967,483	34%
Excess (Deficiency) of Revenues Over Expenditures	(1,846,462)	(850,310)	(996,153)		(303,096)	
Other Financing Sources (Uses):						
Transfers In (Out)	-	144,539	(144,539)		293,096	
Total other financin	-	144,539	(144,539)		293,096	
Net Change in Fund Balance	\$ (1,846,462)	\$ (705,771)	\$ (1,140,692)		\$ (10,000)	



General Government

Expenditures:

Police

Expenditures:

Total Expenditures

CITY OF JOHNSTOWN

SCHEDULE OF EXPENDITURES BY NATURAL CLASSIFICATION

FOR THE PERIOD ENDED APRIL 30, 2026

(CONTINUED)

	Fire					
	2026	2025	Variance (\$)	Variance (%)	Budget	
Expenditures:						
Personnel	\$ 813,738	\$ 724,007	\$ 89,731	12%	\$ 2,404,940	34%
Employee Benefits	487,743	433,728	54,014	12%	1,825,813	27%
Purchased and Contracted Services	12,636	16,922	(4,286)	-25%	59,475	21%
Supplies and Materials	53,601	49,073	4,528	9%	130,000	41%
Utilities & Repairs and Maintenance	37,422	31,185	6,237	20%	83,700	45%
Insurance and Other Expenses	-	-	-	0%	-	0%
Total Expenditures	\$ 1,405,140	\$ 1,254,916	\$ 150,224	12%	4,503,928	31%

Expenditures:	Public Works					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Personnel	\$ 349,562	\$ 377,338	(27,776)	-7%	1,138,219	31%
Employee Benefits	147,317	153,603	(6,286)	-4%	476,033	31%
Purchased and Contracted Services	7,763	10,881	(3,119)	-29%	29,500	26%
Supplies and Materials	40,862	13,400	27,462	205%	101,600	40%
Utilities & Repairs and Maintenance	335,076	297,969	37,107	12%	936,500	36%
Insurance and Other Expenses	-	-	-	0%	-	0%
Total Expenditures	\$ 880,581	\$ 853,192	\$ 27,389	3%	\$ 2,681,852	33%



FOR THE PERIOD ENDED APRIL 30, 2026

(CONCLUDED)

Expenditures:	Total					
	2026	2025	Variance (\$)	Variance (%)	Budget	% of Budget
Personnel	\$ 2,645,405	\$ 2,258,642	386,763	17%	\$ 7,735,247	34%
Employee Benefits	1,105,360	1,063,139	42,222	4%	3,916,472	28%
Purchased and Contracted Services	240,044	237,582	2,463	1%	759,128	32%
Supplies and Materials	158,103	138,202	19,901	14%	357,200	44%
Utilities & Repairs and Maintenance	503,638	442,232	61,406	14%	1,335,852	38%
Insurance and Other Expenses	303,445	261,443	42,003	0%	858,797	0%
Principal and Interest	413,816	69,394	344,422	496%	1,004,788	41%
Total Expenditures	\$ 5,369,813	\$ 4,470,633	\$ 899,180	20%	\$ 15,967,483	34%



CITY OF JOHNSTOWN

PAYROLL ANALYSIS

FOR THE PERIOD ENDED APRIL 30, 2026

Department	Budgeted FTEs	Actual FTEs	Annual Budget*	Base Pay Budget to Date	Base Pay Actual	Variance Over / (Under)
General Government	5.00	5.25	\$ 392,050	\$ 135,709	\$ 139,361	\$ 3,651
Finance	4.00	4.00	236,310	81,800	86,714	4,915
Police	37.00	37.00	2,602,441	900,845	901,156	311
Police Clerical	4.50	3.50	194,987	67,495	32,977	(34,518)
Fire	29.00	30.00	1,939,940	671,518	651,023	(20,495)
Public Works	23.00	22.00	1,101,646	381,339	342,096	(39,243)
Economic Development	3.50	3.50	236,810	81,973	72,937	(9,035)
Recreation	3.00	3.00	121,526	42,067	44,355	2,288
Codes	4.50	2.00	133,458	46,197	25,839	(20,358)
Parking	4.00	2.00	120,982	41,879	30,409	(11,469)
Total	117.50	112.25	\$ 7,080,150	\$ 2,450,821	\$ 2,326,868	\$ (123,953)

Department	Special Pay Budgeted*	Special Pay Actual*	% of Budget	Overtime Budgeted	Overtime Actual	% of Budget
General Government	\$ -	\$ -	0%	\$ -	\$ -	0%
Finance	-	-	0%	5,000	803	16%
Police	41,523	99,820	240%	160,000	73,031	46%
Police Clerical	-	-	0%	6,000	1,912	32%
Fire	20,000	18,988	95%	380,000	126,870	33%
Public Works	7,000	1,043	15%	75,000	25,947	35%
Economic Development	-	-	0%	-	-	0%
Recreation	-	-	0%	14,700	2,417	16%
Codes	-	-	0%	-	-	0%
Parking	2,000	-	0%	1,500	477	32%
Total	\$ 70,523	\$ 119,851	170%	\$ 642,200	\$ 231,457	36%

*Base pay includes longevity pay.

* Special pay includes premium pay, severance pay, police canine pay, police court pay, and police sick leave incentive pay.



CITY OF JOHNSTOWN
REAL ESTATE TAX LEVY AND COLLECTIONS
FOR THE PERIOD ENDED APRIL 30, 2026

	<u>Amount</u>	<u>% of Levy</u>
<u>Current Year Levy and Collections</u>		
Gross Levy	\$ 7,210,728	100%
Total Collections at Face	1,407,345	19.52%
Less: Discount	(27,711)	-0.38%
Plus: Penalty	-	0.00%
Net Collections	<u>1,379,634</u>	19.13%
Outstanding	<u><u>\$ 5,831,094</u></u>	80.87%
 <u>Collections on Prior-Year Taxes</u>		
Collections on 2025	\$ 133,812	
Delinquent/Liened Collections	<u>150,635</u>	
Total Prior Year Collections	<u><u>\$ 284,447</u></u>	

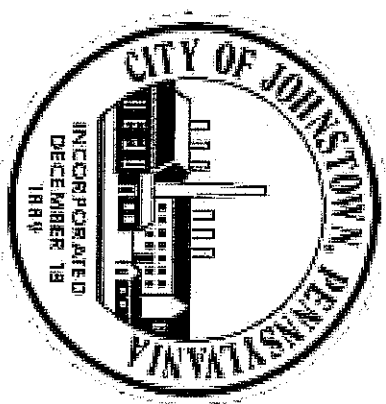


CITY OF JOHNSTOWN
SCHEDULE OF LONG-TERM DEBT
FOR THE PERIOD ENDED APRIL 30, 2026

Issue	Purpose	Original Amount	Outstanding		Rate	Final Maturity	Debt Service	
			Principal				Next 12 Months	
2016 General Obligation Note	Refinance existing debt	\$ 6,000,000	\$ -		2.65%	5/1/2026	\$ -	
2020 General Obligation Bonds	Refund City's 2013 Bonds	\$ 6,635,000	\$ 6,105,000		2.00-3.00%	10/1/2032	\$ 376,988	
2023 General Obligation Note	Finance a new Fire Truck	\$ 326,670	\$ 266,199		5.74%	12/1/2033	\$ 43,032	
KS State Bank Lease	Finance new police vehicles	\$ 96,894	\$ 32,329		6.67%	10/25/2027	\$ 22,857	
Customers Commerical Financial	Finance Police Ford Explorers	\$ 112,203	\$ 112,203		5.35%	7/1/2030	\$ 25,924	
KS State Bank Lease	Finance new loader	\$ 133,536	\$ 29,493		4.81%	7/15/2027	\$ 30,149	
1st Summit Bank	Finance Freightliner truck	\$ 204,963	\$ 154,519		5.74%	4/25/2031	\$ 35,629	
Customers Commerical Financial	Finance truck with plow	\$ 266,968	\$ 266,968		4.58%	4/1/2031	\$ 60,739	

Financial Review

April 2026

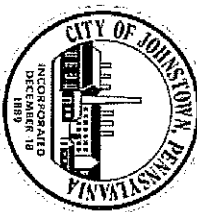


Agenda

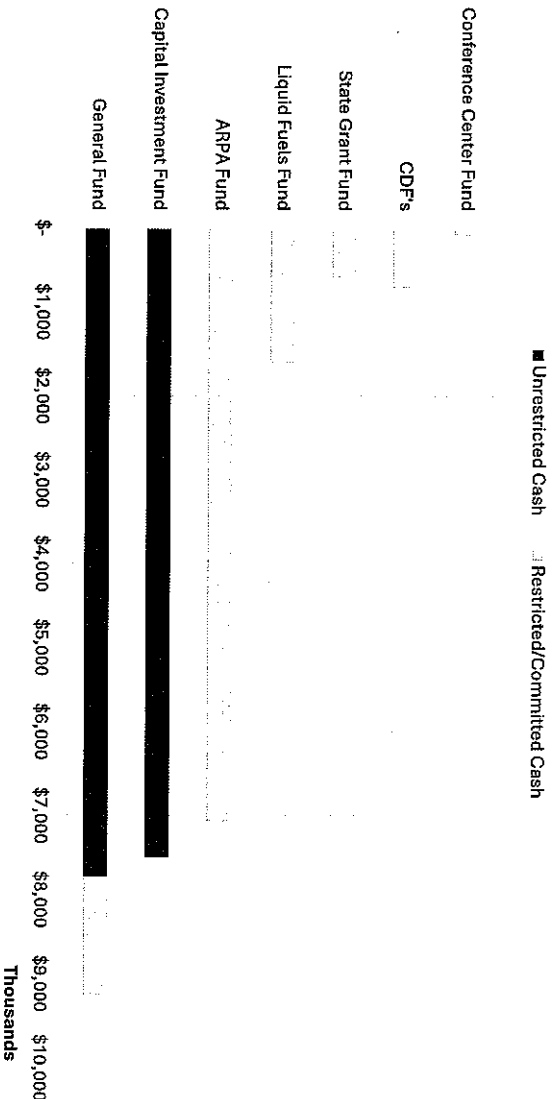
- Financial Services Update
- 2026 Financials – Through April
 - Cash Balances
 - General Fund Revenues & Expenditures
 - Real Estate Tax Collections
 - Personnel Costs
 - Long-term Debt



Cash Balances – 4/30/2026

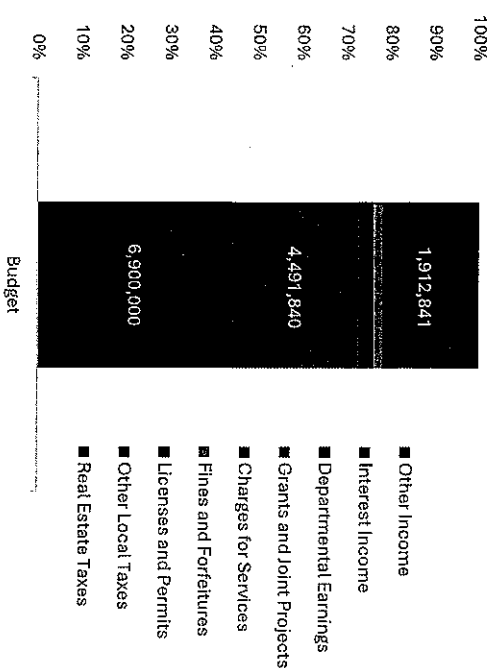
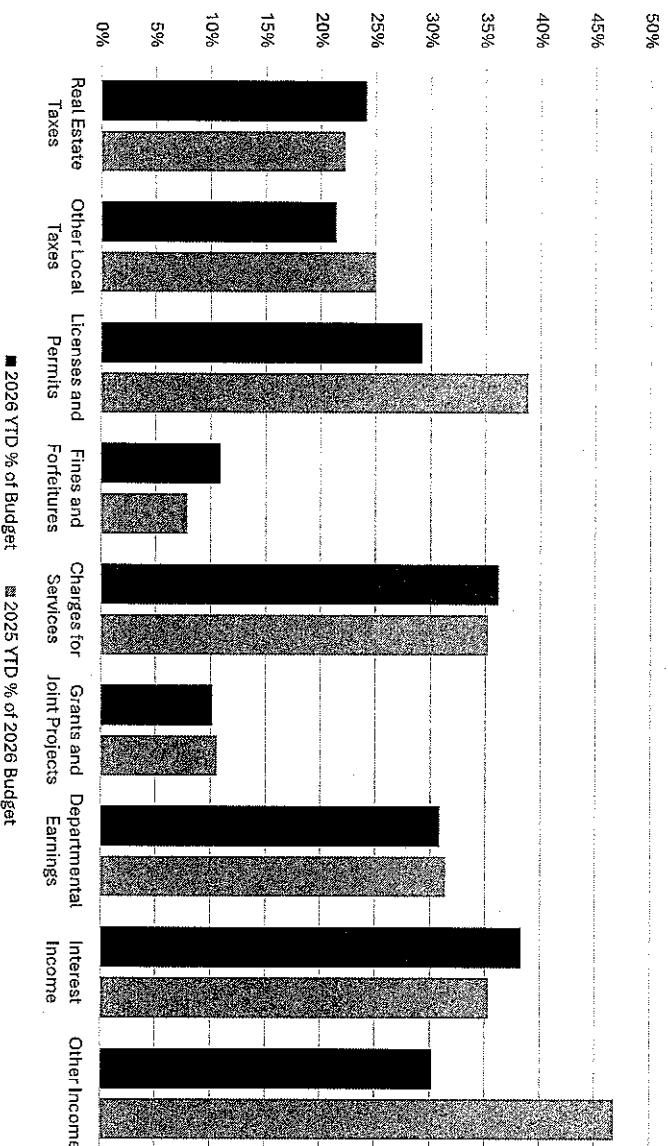
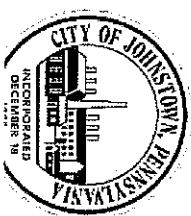


Fund	Balance (000s)
General Fund	\$9,100
Capital Investment Fund	\$7,500
ARRA Fund	\$7,100
Liquid Fuels Fund	\$1,600
State Grant Fund	\$600
UDAG Fund (CDF)	\$345
Job Development Fund (CDF)	\$217
Conference Center Fund	\$81
Community Dev. Fund (CDF)	\$88
Enterprise Fund (CDF)	\$43
Home Loan Fund (CDF)	\$7
Rehabilitation Loan Fund (CDF)	\$6



A significant portion of cash is restricted (external) by ARPA and other dedicated funding sources. Capital Investment Fund cash is unrestricted but assigned for capital. General Fund cash is largely discretionary but includes \$1.4 million of funds committed for OPEB.

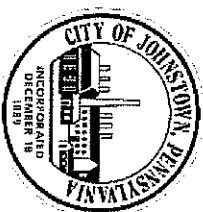
General Fund Revenues by Major Source



2026 real estate tax collections began April 1st. Most major revenue types are tracking close to expected YTD levels vs. budget and prior year.

Of the total revenue budget of \$15.6 million, 85% is attributable to real estate taxes, earned income taxes, and grants and other joint projects.

Real Estate Tax Collections – Through 4/30/2026



April collections began to convert the levy into cash receipts.



19.1%
Net collected
of levy

\$7.21M

Gross Levy

\$1.38M

Net Collections

\$5.83M

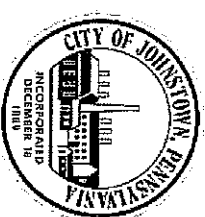
Outstanding

\$284K

Prior-Year Collections

Current-year collections at face totaled 1.41M, offset by 27.7K of discounts. Outstanding taxes represent 80.9% of the levy through 4/30/26.

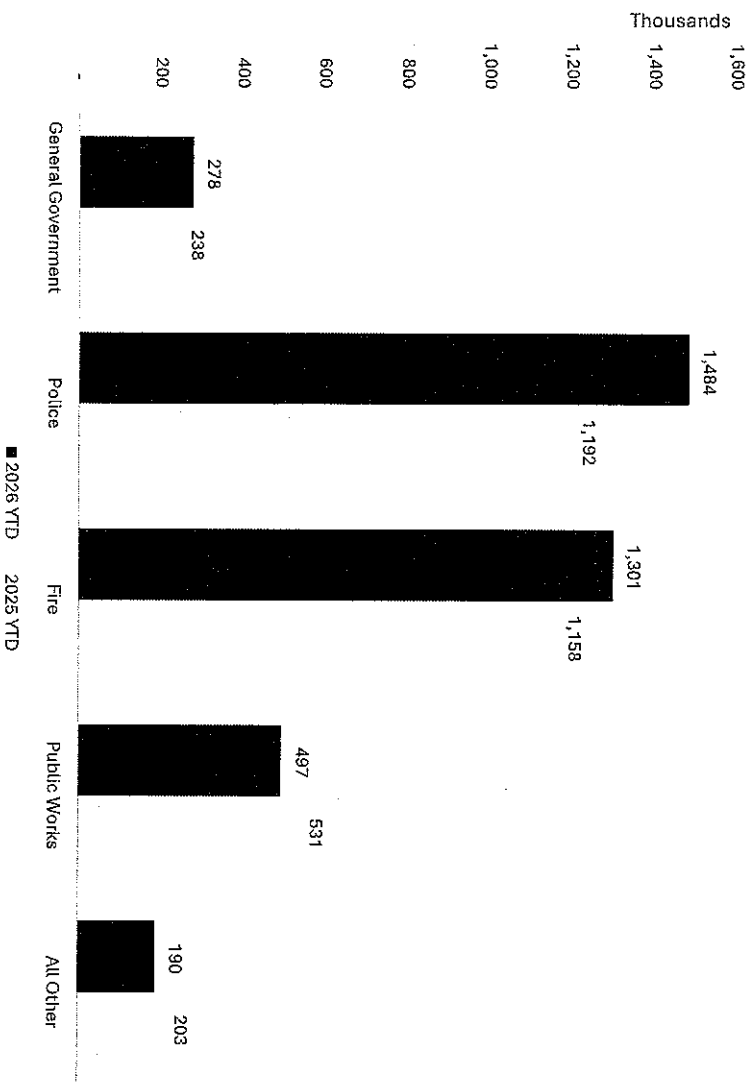
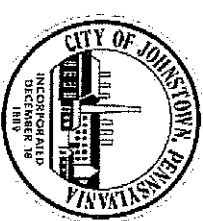
General Fund Expenditures by Function



Function	2026 YTD (000s)	2026 YTD % of Budget
General Government	760	36%
Police	1,572	34%
Fire	1,405	31%
Public Works	881	33%
Parking	93	28%
Community Development	112	29%
Culture and Recreation	133	34%
Debt Service	413	41%

- Through April of 2026, expenditures by governmental function are largely tracking closely to budget.
- Police and fire remain the City's largest spending functions, totaling roughly \$2.9 million YTD, or about 55% of the functions shown on this slide.
- Debt service is at 41% of budget through April, primarily due to the timing of the City's April debt payment, including the final 2016 GON payment.

Personnel Costs YTD 2026 vs. 2025



- Year-over-year personnel cost growth is concentrated in police and fire and is generally consistent with the City's staffing and compensation structure for 2026.
- Public Works and several smaller functions are flat to lower year over year, helping offset part of the public safety increase

Payroll Analysis – Through 4/30/2026



Largest Base Pay Variances vs. Budget to Date

Positive variance = over budget; negative variance = under budget

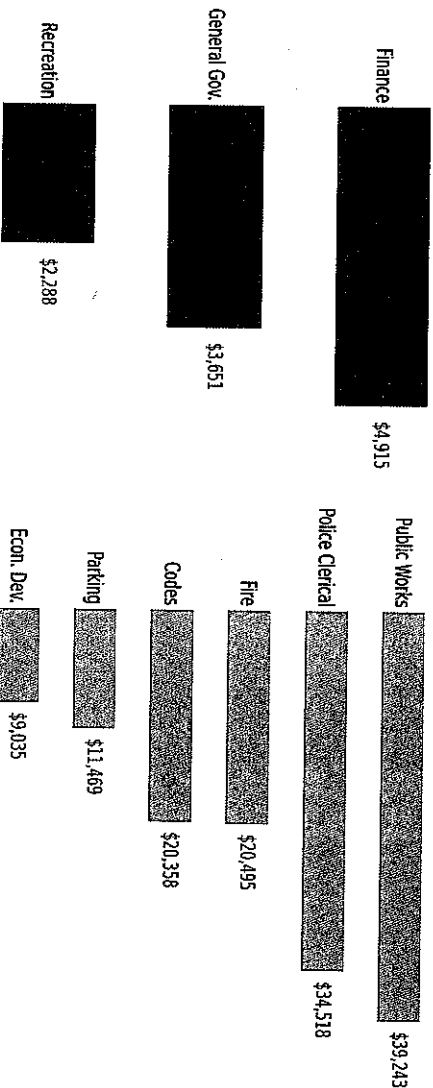
117.5
Budgeted FTEs

112.25
Actual FTEs

5.25
Open Gap

Over budget

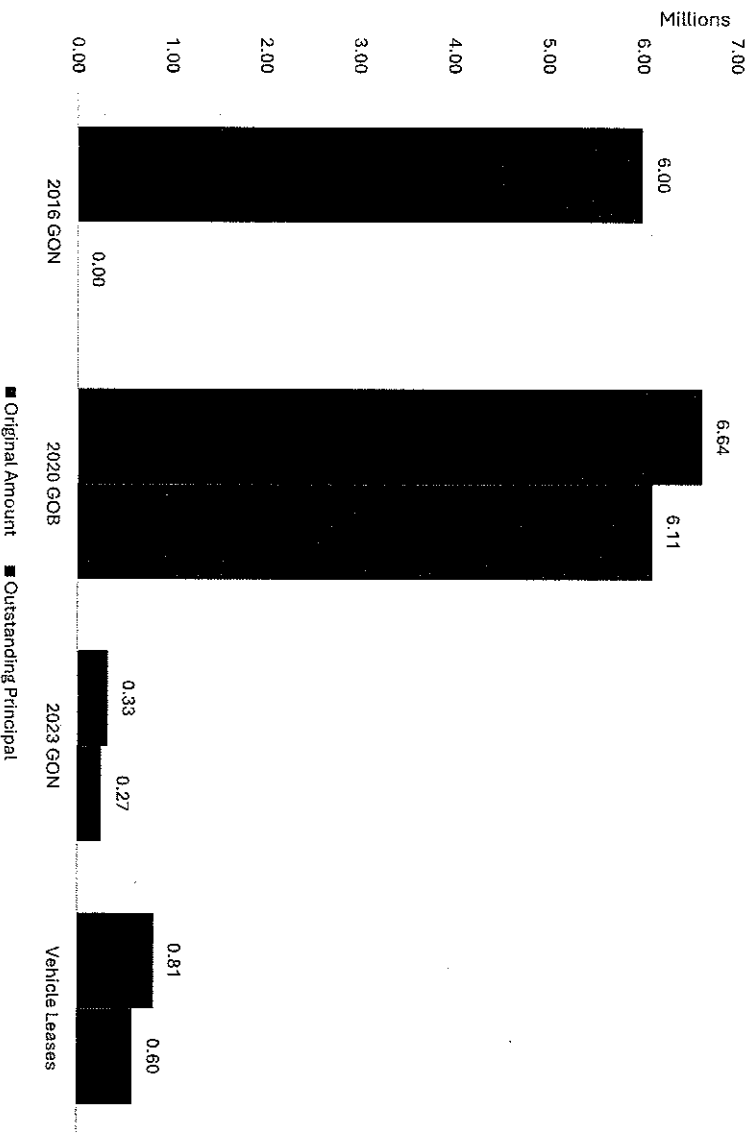
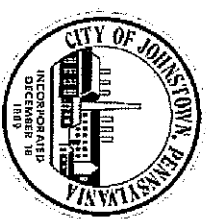
Under budget



Overall payroll is below plan.

- Base pay actual is \$2.327M versus budget-to-date of \$2.451M, a favorable variance of \$124K.
- Actual staffing is 112.25 FTE compared with 117.5 budgeted FTE.
- Police base pay is now essentially in line with budget to date, while vacancies in Public Works, Police Clerical, Codes, and Parking continue to keep payroll below plan.
- Special pay is at 75% of annual budget and overtime is at 36% through April.

Long-term Debt Balances



- The 2016 GON was fully paid in April 2026.
- The City entered a new lease agreement in April 2026 to finance a truck and plow for \$267k.
- YTD debt service was \$413k as of April 30, 2026, compared to \$69k as of April 30, 2025. The increase is primarily due to the timing of the final 2016 GON payment.

JOHNSTOWN FIRE DEPARTMENT

James McCann, Fire Chief

401 Washington Street Johnstown, PA 15901
Telephone (814) 539-0889

To: Mayor Silvia King and Members of City Council
From: James McCann, Fire Chief
Date: 06/03/2026
Subject: Monthly Report

This report provides statistical information regarding incidents, incident types, training activities, and response times for the month. The following reports are attached for your review:

- Incident Statistics
- Breakdown of Major Incident Types

In total, the department responded to **234** calls for service.

Fires / Major Incidents This Month:

- 05/12/2026 – 603 South Street – Structure Involvement (Second Alarm)

The Johnstown Fire Department continued to assist the Codes Department with rental inspections throughout the city.

Additionally, the department continued its partnership with the American Red Cross to perform home safety visits and install smoke detectors within the community.

Fire Safety Training was provided to Beginnings INC on May 4th by C platoon. We also provided Fire Safety Training to The Arc of Cambria County on May 14th by B Platoon.

Timothy Meyers was promoted to Captain on May 26th, 2026.

Professionalism

Teamwork

Effective

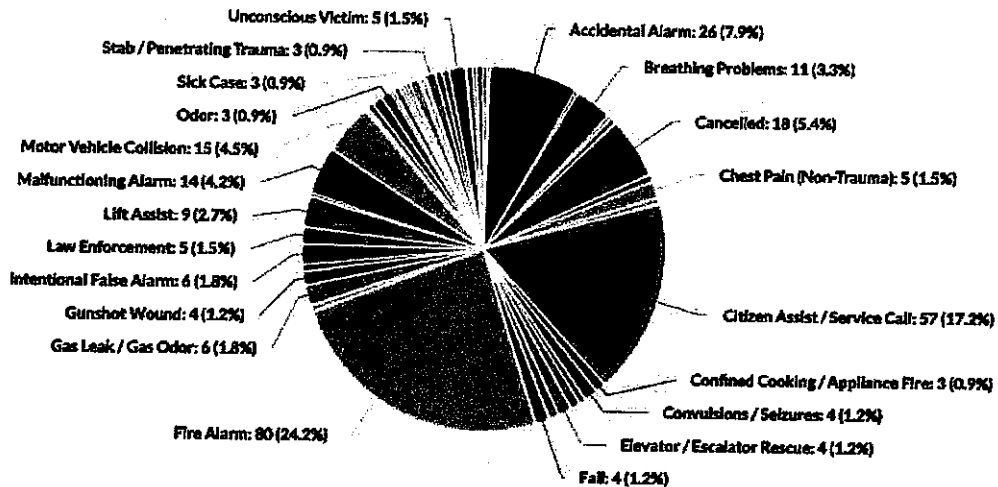
Continuously striving to improve our service

City of Johnstown Fire Department
Johnstown, PA



ALL Incident Type Breakdown (5001)

Start Date: 5/1/2026 0:00:00 | End Date: 5/31/2026 23:59:59



Professionalism

Teamwork

Effective

Continuously striving to improve our service

June 2026

To: Johnstown City Council

From: Tony Penna Recreation Department Monthly Report

Key Projects & Updates

1. Continued Planning for Golf Course

Ongoing development of an operational and financial model for the municipal golf course, including staffing structure, revenue streams, and partnership opportunities to ensure long-term sustainability.

2. Point Stadium Banner Sponsorships

Actively working to confirm and secure local and regional sponsors for advertising banners at Sargent's Stadium at the Point, focusing on maximizing visibility and generating new revenue.

3. Citywide Playground Status Report

Compiling a comprehensive report on all city playgrounds, including current conditions, maintenance needs, and prioritization for upgrades and repairs.

4. COJ Flag football for boys and girls

Held our first 2 open workouts and had 45 plus kids each time. We will hold 2 more and then have signups.

6. Point Stadium Adjustments

Working on early season facility corrections. Exploring replacing our existing padding and possible upgrades and additional padding.

7. ARPA-Funded Park & Stadium Upgrades

Continuing to evaluate and implement improvement projects utilizing remaining ARPA funds, with a focus on long-term community impact.

8.) Planning and Preparation for Rumble by the River III

We have been putting together and securing tickets sales and sponsorships for this awesome event.



City of Johnstown Council Meeting 06/10/2026

Department of Community and Economic Development (DCED)

Monthly Report for – May 2026

Prepared by: John Rutledge jrutledge@johnstownpa.gov

Meetings and Events Attended – May 2026

1. Westmorland County's 5th Annual Blight Revitalization Conference on May 1, 2026.
2. Planning Commission Meeting on May 5, 2026.
3. Attended the Moxham Neighborhood Meeting on May 20, 2026.
4. Attended a Phoenix Training course on Addiction & Connection to Treatment on May 21, 2026.

CDBG Funded Ongoing Projects:

1. Flood City Youth Fitness Academy project funded from CDBG-CV.
 - Work on the project is continuing.
2. Iolite Expansion project funded from CDBG-CV.
 - Work on the project is continuing.
3. Owner Occupied Rehabilitation Program:
 - Six properties are currently under contract and in the rehabilitation stage.
 - Two properties were completed in May
4. First Time Home Buyer Program (FTHB):
 - Two properties are currently under contract and in the rehabilitation stage.
 - One property was completed in May.
5. Sewer Lateral Assistance Program (SLAP):
 - Two properties remain under contract.

HOME-ARP Funded Ongoing Projects:

1. Victim Services:
 - Work is continuing on the four (4) non-congregate shelter apartments.

Façade:

1. Two projects were awarded in May and anticipated to begin in June.

City Website:

1. The new City website was completed and officially launched on May 19, 2026.

Farmers Market:

1. The first month of the Farmers Market was successful, with additional vendors and resource tables expected to participate in June.

Loan Program Status:

1. Twenty-Two active loans
2. Two loans paid off.
3. Sixteen loans paid and current.
4. Two loans delinquent – notices sent
5. Two older loans remain in collection payment plans.
6. Two loans past due, and ongoing collection efforts are in progress.



City Hall
401 Main Street
Johnstown, PA 15901
Phone (814) 539-2504
Fax (814) 410-0991

June 10th, 2026 Council Meeting: 6:00 PM

Human Resources April 2026 Department Report
Submitted by: Lavona Smith, Human Resources Manager

The Human Resources Department continues to support the daily operational and personnel needs of the City across all departments.

Our intern through the Local Government Academy began working in the City Manager's Office on May 11, 2026. The internship program provides valuable hands-on municipal government experience while supporting administrative operations within the City.

For the month of April 2026, the City received eight (8) Right-To-Know requests. At this time, there are thirteen (13) open Right-To-Know requests currently being processed.

At this time, Human Resources department has no major items. However, the HR department remains actively engaged in recruitment efforts, onboarding, employee relations, benefits administration, and ongoing personnel matters throughout the City.

CITY OF JOHNSTOWN
COUNCIL WORKSHOP REPORT
June 3, 2026

- Walnut St. Storm Upsize
 - Kukurin Contracting was the low bidder at \$273,372.00
 - A resolution to award will be on the agenda for the June meeting
- Dellwood St. Bridge (no change)
 - A scoping meeting was held with PennDOT
 - The project will be slow moving due to coordination with Norfolk Southern and the Public Utility Commission
 - They City will have a 5% contribution to the project, construction in 2029
- Franklin St. Sidewalk
 - Highway Occupancy Permit (HOP) has been approved by PDOT
 - City forces to complete this work in house
- MS4 Annual Reporting
 - We are working on addressing DEP violations and non-compliances from 2023 DEP inspection
 - We are working on adding the conversion linework to GIS, approx. 200k LF
 - DEP has issued a letter regarding the past Pollution Reduction Plan asking for additional information
 - We are preparing a response with the information we have, response is due by June 22nd
- Assisting with Tennis Court Rehabilitation Project
 - Helping to prepare a Request for Proposals to resurface four courts at Roxbury Park, City was awarded a partial grant
 - Anticipating award at the August Council Meeting