

**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10424**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO ENTER INTO A CONTRACT WITH FIELDTURF TO REPLACE THE TURF AT SARGENT'S STADIUM AT THE POINT.**

**WHEREAS**, the City owns and is responsible for maintenance of Sargent's Stadium at the Point; and

**WHEREAS**, the turf within Sargent's Stadium at the Point is in need of replacement; and

**WHEREAS**, FieldTurf has submitted a proposal, in accordance with the CoStars program, to remove the existing turf, regrade the base, install new turf, install new multi-sport field markings and provide annual maintenance for ten years; and

**WHEREAS**, the total amount of the proposal from FieldTurf is \$421,733.75.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Johnstown, that the Interim City Manager and/or his designee(s) are hereby authorized to sign all documents and take any/all actions necessary to enter into a contract as described above with FieldTurf in the amount of Four Hundred and Twenty-One Thousand Seven Hundred and Thirty-Three and 75/100 (\$421,733.75) Dollars.


**ADOPTED:**

May 12, 2021

By the following vote:


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

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify the forgoing is true and correct copy of Resolution No.10424 as the same adopted by City Council of the City of Johnstown, Pennsylvania.

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

<b>Field Turf</b>	Project		421,734
		Cryo & Vertex	20,000
	Maintenance		0
		<b>Total</b>	<b>441,734</b>
<b>Note: Field Turf has agreed to do everything for \$420,000.</b>			
Have Westmont, Central City, Forest Hills, Richland, Somerset			
Steelers use the above turf system.			
<b>Keystone</b>	Project		374,409
		Upgrade to Rhino 48"	26,425
	Maintenance	3,000 for 10 years	30,000
		<b>Total</b>	<b>430,834</b>
<b>Shaw</b>	Project		447,960
	Maintenance	3,000 for 10 years	30,000
		<b>Total</b>	<b>477,960</b>
<b>Sprinturf</b>	Project		420,800
	Maintenance	3,000 for 10 years	30,000
		<b>Total</b>	<b>450,800</b>
<b>Astroturf</b>	Project		429,872
	Maintenance	3,000 for 10 years	30,000
		<b>Total</b>	<b>459,872</b>
<b>TPK</b>	Project		440,135
	Maintenance	3,000 for 10 years	30,000
		<b>Total</b>	<b>470,135</b>

# PRICING PROPOSAL



## CITY OF JOHNSTOWN

April 22, 2021

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

### BASE BID

No		Qty	Unit	Unit Price	Total
<b>Site Work</b>					
1	Removal of Existing Turf/ Infill	115,000	SF	0.45	\$51,750.00
2	Re-Grade Existing Base	115,000	SF	0.20	\$23,000.00
	<b>Subtotal Site Work</b>				<b>\$74,750.00</b>
<b>Synthetic Turf</b>					
3	FieldTurf Vertex FTVTP-2.00"	115,000	SF	2.98	\$342,700.00
4	Football Numbers, Hash Marks, Media Line	1	EA	7070.00	DONATED
5	Soccer Markings	1	EA	7070.00	DONATED
6	Baseball Markings	1	EA	10200.00	DONATED
	<b>Subtotal Synthetic Turf</b>				<b>\$342,700.00</b>
	<b>Subtotal Project</b>				<b>\$417,450.00</b>
7	<b>Performance &amp; Payment Bonds</b>				<b>\$4,283.75</b>
	<b>Total Project</b>				<b>\$421,733.75</b>

# PRICING PROPOSAL



## PRICE INCLUDES:

- a) Remove/Reclaim of Existing Infill
- b) Remove/Dispose of Existing Synthetic Turf
- c) Re-Grade Existing Base
- d) Installation of the artificial in-filled grass surface upon a suitable base.
- e) (1) Set of Football Markings
- f) (1) Set of Soccer Markings
- g) (1) Set of Baseball Markings
- h) Performance & Payment Bonds
- i) 8 Annual Grooming's
- j) Pa 6% Use Tax
- k) Prevailing Wages
- l) A ten (10) year warranty (the first eight (8) years will be 3<sup>rd</sup> party pre-paid insured and the last two (2) years as a manufacturer warranty) with exception on the home plate area, base paths, and pitcher's mound which shall be 2 years instead of 10 years and there is no third part insurance

## PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) Unless otherwise specified, the price does not include any G-max testing.
- g) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- h) The supply of or adjustments to existing manholes, clean-outs or grates, and supply of the manhole covers.
- i) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- j) Site security.
- k) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.

# PRICING PROPOSAL



- l) Site restoration, sodding, landscaping or grow-in.
- m) Permit fees, Inspection fees.
- n) A vehicle to tow FieldTurf maintenance equipment.
- o) All applicable taxes, prevailing wages, union labor and other labor law levies.
- p) Anything not explicitly noted in the inclusions.

*The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.*

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**Please feel free to reach out to any member of our project team with questions about our offer:**

**Michael Glorioso**

Project Manager

(443) 569-2372

[Michael.Glorioso@FieldTurf.com](mailto:Michael.Glorioso@FieldTurf.com)

**Patrick Zeni**

Regional Sales Manager

(724) 825-3765

[Patrick.Zeni@FieldTurf.com](mailto:Patrick.Zeni@FieldTurf.com)

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: \_\_\_\_\_

Marie-Christine Raymond, Director of Operations  
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

# PRICING PROPOSAL



## CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10425**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO SIGN AND TAKE ANY/ALL ACTION NECESSARY TO EFFECTUATE A LOAN SUBORDINATION AGREEMENT FOR INTRIGNIA, INC. D/B/A BALANCE RESTAURANT, CONTINGENT UPON AND FOLLOWING CONFIRMATION OF SOLICITOR REVIEW AND APPROVAL.**

**WHEREAS**, the Loan Review Committee of the City of Johnstown received a request for a loan subordination on an existing loan from Intrignia, Inc. d/b/a Balance Restaurant; and,

**WHEREAS**, the City of Johnstown Loan Review Committee met and approved the request for loan subordination during a public meeting held on May 4, 2021; and,

**WHEREAS**, the subordination is a required condition for the primary lender, Bridgeway Capital; and

**WHEREAS**, any/all documentation of the agreement to the subordination of the City's loan will not be executed unless/until the City has confirmed the Solicitor's review and approval of said documents;

**NOW THEREFORE, BE IT RESOLVED** that the Interim City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate a loan subordination agreement with and for Intrignia, Inc. d/b/a Balance Restaurant, contingent upon and following confirmation of review and approval by the City Solicitor.

ADOPTED: May 12, 2021

By the following vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King,

Mrs. Mock. (7)

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is a true and correct copy of Resolution No. **10425** as the same adopted by the City Council of the City of Johnstown Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10426

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO ENTER INTO A CONTRACT IN THE AMOUNT OF FIFTEEN THOUSAND (\$15,000.00) DOLLARS WITH DUKE LIFEPOINT CONEMAUGH FOR THE PURCHASE OF A VACANT 100' X 100' PARCEL (83-002.113.000) SITUATED ALONG WALNUT STREET ON THE PLAN ATTACHED.**

**WHEREAS**, Duke LifePoint Conemaugh currently owns a 100' x 100' parcel (83-002.113.000) situated on Walnut Street; and

**WHEREAS**, Duke LifePoint Conemaugh is willing to sell the parcel to the City for the price of Fifteen Thousand (\$15,000.00) Dollars.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Johnstown, that the Interim City Manager and/or his designee(s) is authorized and directed to enter into a contract to purchase the property described above for the amount of Fifteen Thousand (\$15,000.00) Dollars.

ADOPTED: May 12, 2021

By the following vote:

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

Nays: None (0)



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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10426** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk



**NON-REFERRAL SOURCE CERTIFICATION**

**From:** City of Johnstown, Pennsylvania (“**Buyer**”)  
**To:** DLP Conemaugh Memorial Medical Center, LLC (“**Recipient**”)  
**Regarding:** Contract for Sale of Real Estate relating to sale of Parking Lot at the corner of Walnut Street and Brixner Alley, Johnstown, PA - Tax Map #83-002. -113.000

The undersigned hereby represents and warrants to Recipient that the undersigned is not a Referral Source (as hereinafter defined) and that no ownership or beneficial interest in the undersigned is owned or held by any Referral Source.

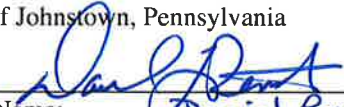
As used herein:

- A. **“Referral Source”** means:
  - (i) a physician, an immediate family member or member of a physician’s immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician’s immediate family or by any other Person (as hereinafter defined) who makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; and/or
  - (ii) any Person or entity which is an Affiliate of any Person or other entity described in clause (i) above.
  
- B. As used herein, **“Immediate family member or member of a physician’s immediate family”** means: husband or wife, birth or adoptive parent, child, or sibling, stepparent, stepchild, stepbrother, or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.
  
- C. As used herein, **“Affiliate”** means any Person which directly or indirectly controls or is controlled by or is under common control with a Referral Source. For purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.
  
- D. As used herein, **“Person”** means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

The undersigned acknowledges and agrees that the representations and warranties set forth above are and shall be relied upon by Recipient and/or its Affiliates in connection with certain transactions referenced above, and any other transactions involving the undersigned.

**BUYER:**

City of Johnstown, Pennsylvania

By:   
Print Name: Daniel Penatzer  
Title: Interim City Manager  
Date: May 12, 2021

**CONTRACT FOR SALE OF REAL ESTATE**  
**(Parking Lot at corner of Walnut Street and Brixner Alley,  
Johnstown, Cambria Co., PA)**

THIS CONTRACT FOR SALE OF REAL ESTATE (this "Agreement") is made and entered into as of the Execution Date (as defined in Section 2(b) herein) by and between DLP Conemaugh Memorial Medical Center, LLC, a Delaware limited liability company ("Seller"), and the City of Johnstown, Pennsylvania ("Buyer"). Buyer and Seller are collectively referred to in this Agreement as the "Parties" and each individually as a "Party".

**RECITALS**

This Agreement is made with reference to the following facts and objectives:

A. Seller is the owner of certain real property consisting of approximately 0.236 of an acre located on Walnut Street at the southeast corner of the intersection of Walnut Street and Brixner Alley, Johnstown, Cambria County, PA, and more particularly described as Cambria County, PA Tax Map #83-002. -113.000 (the "Land").

B. Seller is willing to sell the Land together with all improvements on such Land, including, without limitation, all buildings and related facilities with all systems, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer, water and other services (the "Improvements"), and all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging (the "Appurtenant Rights"); together with the Land and the Improvements referred to herein as the "Property".

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, the premises and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Sale of Property.**

(a) Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, pursuant to the provisions of this Agreement, all of Seller's right, title, and interest in and to the Property.

**2. Purchase Price.**

(a) Purchase Price. The purchase price for the Property shall be FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "Purchase Price").

(b) Deposit. Within five (5) business days after date on which the last of the Parties executes this Agreement (the "Execution Date"), Buyer shall deposit into escrow with First American Title Insurance Company, 611 Commerce Street, Suite 3101, Nashville TN 37203, Attention: Susan Felts/Rita Bost ("Escrow Agent" or "Title Company") the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which shall be applicable to the Purchase Price (the "Deposit"). The Deposit shall not be required to be held by Escrow Agent in a non-interest bearing account.

(c) **Payment of Purchase Price.** At Closing (as defined in Section 4), Buyer shall deposit with the Escrow Agent, in cash or other immediately available funds, an amount equal to the balance of the Purchase Price, which shall be calculated as the Purchase Price less the Deposit, and subject to such adjustments and prorations as are expressly set forth in this Agreement.

(d) **Evaluation Period.** At any time prior to the date that is thirty (30) days after the Execution Date (the "Evaluation Period"), Buyer may, for any reason or for no reason, in Buyer's sole and absolute discretion, terminate this Agreement by giving written notice thereof to Seller, at which time Buyer shall be entitled to a refund of the Deposit without any further authorization or instructions from the Parties. During the Evaluation Period, Buyer may (a) evaluate and study the Property to confirm the suitability of the Property for its contemplated use and the availability of all necessary permits and governmental approvals for such intended uses, and (b) examine the physical condition of the Property (including an analysis of the environmental condition of the Property). Upon not less than 24 hours written notice, during the Evaluation Period, Buyer and Buyer's agents, employees, and independent contractors, may enter into and upon the Property at reasonable times for the purpose of inspecting and testing the same and Seller hereby grants Buyer the right to go into and upon the Property during the Evaluation Period, at Buyer's expense, to make such surveys, tests, and other site analyses as Buyer may require, including intrusive sampling and testing (provided, however, before conducting any intrusive testing, Buyer shall give Seller 48 hours advance written notice describing the testing to be performed so that Seller may have a representative on the Property during such testing). Buyer shall indemnify Seller against all losses, damages, expenses, and claims that may arise by reason of Buyer's entry into and upon and testing of the Property pursuant to this Section and shall repair any damage to the Property caused by such entry.

### **3. Title Matters.**

(a) **Title Report.** Prior to the Closing Date, Buyer, at Buyer's sole cost, may order from a title insurance company of Buyer's choice ("Title Company") a title report (the "Title Report") together with copies of the documents and instruments relating thereto. Buyer shall pay the cost associated with the preparation of the Title Report. Buyer shall have until the Closing Date (the "Title Objection Deadline") to object in writing ("Buyer's Title Objections Letter") to any exception to title set forth in the Title Report (except for all monetary liens, which are hereby objected to and shall be removed by Seller on or before the Closing Date) and any Survey Matters (as defined in Section 3(b) herein) (collectively, such objections to title and Survey Matters being referred to herein as the "Disapproved Items"). In the event that Buyer does not timely provide Seller with written notice of an objection to any exception to title in accordance with this Section, Buyer shall be deemed to have approved such exception to title. In the event that Buyer provides written objections to any exception to title, Seller shall have ten (10) days from its receipt of such objections to remove the Disapproved Items. Seller shall provide Buyer with written notice within such ten (10) day period whether Seller can or will agree to attempt to remove the Disapproved Items. In the event Seller agrees in such notice to cure such Disapproved Items, Seller shall pursue such cure prior to the Closing Date. In the event Seller fails to give Buyer written notice during such 10-day period that Seller will cure such Disapproved Items, Buyer may elect, in its sole and absolute discretion, at any time prior to the Closing Date to either (i) terminate this Agreement by providing written notice of such termination to Seller and in such event the Deposit shall be refunded to Buyer, or (ii) waive its objections to the Disapproved Items that Seller cannot or is unwilling to remove and proceed to Closing.

(b) **Survey Matters.** Buyer shall have the right to order a survey of the Land (the "ALTA Survey"). The surveyor shall be licensed in the state in which the Land is located and shall be selected by Buyer in its discretion. Buyer shall pay the cost associated with the preparation of the ALTA Survey.

Buyer shall have the right to object to any matters disclosed by the ALTA Survey (the "Survey Matters") in Buyer's Title Objections Letter prior to the Title Objections Deadline.

(c) Title Policy. Title to the Property shall be good and marketable and shall be free and clear of all liens, restrictions, easements, and other encumbrances and title objections, except for the Permitted Exceptions (as defined herein). Title shall be insured by an 2006 ALTA Standard Coverage Owner's Policy of Title Insurance (the "Title Policy") issued by Title Company in the full amount of the Purchase Price insuring fee simple title to the Property in Buyer, subject only to (a) the Use Restrictions (as defined in Section 3(d) herein), and (b) any exceptions to title and Survey Matters approved or deemed approved by Buyer pursuant to this Section 3 (collectively, the "Permitted Exceptions"). Buyer shall pay the cost of the Title Policy and any endorsements requested thereto. Buyer shall have the right, in its discretion and at its expense, to obtain endorsements to the Title Policy.

(d) Deed. On or prior to the Closing Date, Seller shall deposit with the Escrow Agent a special/limited warranty deed (the "Deed") in form and substance reasonably acceptable to Buyer, duly executed and acknowledged by Seller and in recordable form, effective to convey to Buyer fee simple title to the Property in accordance with this Agreement, but containing the use restrictions more particularly described in Exhibit A (the "Use Restrictions"), and otherwise free and clear of all exceptions except for the Permitted Exceptions.

4. Closing. The "Closing Date" (or "Closing") shall occur on no later Friday, June 11, 2021 or such other date as is mutually agreed upon by Buyer and Seller. The sale contemplated by this Agreement shall be consummated as follows:

(a) Seller's Deliverables. No later than the Closing Date, Seller shall cause to be deposited with the Escrow Agent, for recordation and delivery to Buyer upon Closing, the following items:

(i) the Deed;

(ii) Non-Foreign Status Certificate pursuant to Internal Revenue Code §1445 duly executed by Seller in a form reasonably acceptable to Buyer;

(iii) a settlement statement to be prepared by Escrow Agent and agreed to by the Parties (the "Settlement Statement"); and

(iv) any additional documents as may be reasonably required by the Buyer's legal counsel to consummate the Closing, including without limitation, a so-called Commercial Owner's Affidavit on Title Company's standard form (subject to reasonable and customary modifications by Seller).

(b) Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Escrow Agent, the following items:

(i) payment of the Purchase Price, as adjusted as set forth on the Settlement Statement;

(ii) an affidavit in form provided by Seller (and that is reasonably acceptable to Buyer) and executed by Buyer certifying that it is not a "blocked person" under regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of Treasury (including those named on

OFAC's Special Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), the USA Patriot Act or any other governmental action; and

(iii) any additional documents as may be reasonably required by the Escrow Agent to consummate the Closing, including, without limitation, a signed counterpart of the Settlement Statement.

(c) Seller's Costs. Seller shall, prior to or simultaneously with Closing, pay the following costs: (a) all real property taxes due on the Property prior to the Closing Date, if any; (b) one-half (1/2) of the Escrow Agent's fees (not to exceed \$500); and (c) all fees and expenses of Seller's counsel.

(d) Buyer's Costs. Buyer shall, prior to or simultaneously with Closing, pay the following costs:

(i) the cost of the title premium and any requested endorsements for the Title Policy and/or the additional premium attributable to an Extended Coverage Owner's Policy of Title Insurance if requested by Buyer;

(ii) one-half (1/2) of the Escrow Agent's fees;

(iii) all costs of recording documents and instruments pertaining to financing, if any, obtained by Buyer;

(iv) the costs of recording all documents and instruments to be recorded at the Closing;

(v) the costs of all documentary stamp taxes and real estate transfer taxes due and payable upon the recording of the Deed;

(vi) all fees and expenses of Buyer's counsel; and

(vii) the cost of any Survey.

(e) Prorations, Adjustments. Any and all real property taxes and utilities shall be prorated on an accrual basis and adjusted between the Parties as of the Closing Date (with Seller deemed to have held title on the Closing Date), employing a 365-day year, and based upon the current property tax assessment. If such assessment is not available for the year in question, taxes shall be prorated as of the Closing Date based on one hundred three percent (103%) of the most recently available property assessment.

(f) Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date, free and clear of any rights of tenants or other parties in possession.

**5. Conditions Precedent to Closing.** Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied as of the Closing Date. If any of the following conditions precedent set forth in this Section 5 is not satisfied as of the Closing Date, Buyer shall be entitled to terminate this Agreement and the Deposit shall be refunded to Buyer.

(a) Title. On the Closing Date, Title Company shall be irrevocably committed to issuing the Title Policy in accordance with Section 3(c) of this Agreement upon the satisfaction of the requirements to the Title Commitment.

(b) Representations and Warranties. The representations and warranties of Seller set forth in Section 6 of this Agreement shall be true, correct, and complete in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.

(c) Injunctions. There shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

(d) Seller's Performance. Seller shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.

**6. Seller's Warranties and Representations.** Seller makes the following representations, warranties and covenants as of the Execution Date and as of the Closing Date, and the truth of which shall be condition precedent to Buyer's obligation to close the transaction contemplated herein:

(a) Organization; Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, including execution and delivery of the Deed, have been duly authorized by all necessary corporate action on the part of Seller and no other or further corporate act or proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions hereunder, including, without limitation, any actions by Seller's members. The party signing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement and any and all documents necessary to consummate the transactions contemplated herein, including execution and delivery of the Deed at Closing.

(b) Leases Affecting the Property. At Closing, there will be no unrecorded leases affecting the Property.

(c) Service Contracts Affecting the Property. At Closing, there will be no third-party vendor service contracts affecting the Property.

(d) No Litigation or Proceedings. To the best of Seller's knowledge, there are no actions, suits, proceedings, or investigations pending or threatened, before any agency, court, or other governmental authority which: (a) have, will, or may adversely affect Seller's ability to consummate the transactions contemplated under this Agreement or to perform as required by this Agreement; (b) relates to the ownership, maintenance, development, or operation of the Property; or (c) which could become a liability of Buyer or the Property or any portion thereof following Closing.

(e) Condemnation; Eminent Domain. To the best of Seller's knowledge, there are no currently pending or threatened condemnation or eminent domain proceedings affecting the Property or any portion thereof.

(f) Seller Not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Buyer at Closing a Certificate of Non-Foreign Status, in a form reasonably acceptable to Buyer, certifying the correctness of this Section.

(g) No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Seller, threatened by or against Seller.

(h) Survival. All representations, warranties, covenants, obligations and agreements contained in this Agreement shall NOT survive the execution and delivery of the Deed on the Closing Date.

**7. Corrective Notices; AS-IS.**

(a) Corrective Notices; Liability. If, after the Execution Date but prior to the Closing Date, Seller becomes aware that any of its representations set forth in Section 6 are no longer true and correct, then Seller shall provide Buyer with written notice stating that Seller believes that such representations are no longer accurate and the general nature of the change. Within ten (10) business days after receipt of such notice, Buyer shall either: (a) terminate this Agreement by providing written notice of such termination to Seller (in which event Buyer shall be entitled to receive a refund of the Deposit); or (b) waive its rights on such account and elect to proceed to Closing, in which event Buyer shall be deemed to have waived all rights and remedies with respect to those matters specifically set forth in such notice.

(b) Disclaimer of Warranties; "AS-IS" Conveyance.

THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED AND THIS AGREEMENT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT

UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY

(c) Sewer Certification. Buyer acknowledges that the Property is being sold AS-IS, WHERE-IS and that Seller shall not be required to (a) obtain a sewer certification from the applicable municipality, or (b) perform any repairs or maintenance to the sewer facilities serving the Property requested or required by such municipality. Buyer shall be solely responsible for obtaining a sewer certification from the applicable municipality with respect to the Property.

**8. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as of the Execution Date and as of the Closing Date that:

(a) Authority. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Buyer has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement.

(b) Healthcare Regulatory. Buyer is not a Referral Source (as hereinafter defined) and that no ownership or beneficial interest in the undersigned is owned or held by any Referral Source.

(i) As used herein, "Referral Source" means a physician, an immediate family member or member of a physician's immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician's immediate family or by any other Person (as hereinafter defined) who makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; and/or any Person or entity which is an Affiliate of any Person or other entity described in this clause (i).

(ii) As used herein, "Immediate family member or member of a physician's immediate family" means: husband or wife, birth or adoptive parent, child, or sibling, stepparent, stepchild, stepbrother, or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.

(iii) As used herein, "Affiliate" means any Person which directly or indirectly controls or is controlled by or is under common control with a Referral Source. For purposes of this



definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.

(iv) As used herein, "Person" means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

(c) Federal Health Care Programs. Buyer is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs").

## **9. Additional Provisions.**

(a) Casualty. If, prior to the date of the Closing, the Property, or any portion thereof, shall be damaged or destroyed by reason of earthquake or other casualty, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may elect, in its sole and absolute discretion, to terminate this Agreement by providing written notice to Seller, whereupon the Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement and the Closing occurs, then Buyer shall be entitled to the insurance proceeds attributable to the Property available as a result of the casualty, if any.

(b) Eminent Domain. If prior to the date of the Closing, Seller acquires knowledge of any pending or threatened action, suit, or proceeding to condemn or take all or any part of the Property under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may elect, in its sole and absolute discretion, to terminate this Agreement by providing written notice to Seller, whereupon the Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement and the Closing occurs, then Buyer shall be entitled to the proceeds of any condemnation award attributable to the Property available as a result of eminent domain.

## **10. Remedies for an Event of Default.**

(a) Buyer's Remedies Upon Default of Seller. In the event of default by Seller, Buyer may, at Buyer's sole option, elect one or more of the following, in addition to any other remedy available at law or equity, after ten (10) days written notice of the default to the Seller with the right of Seller to cure within that period: (a) waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the Deposit, if any, and all moneys paid on account of the purchase price, and, in addition, reimburse Buyer for all direct, out-of-pocket costs and expenses, including, but not limited to, title examination fees, survey costs, attorney's fees, (b) proceed with an action for specific performance, and/or (c) Proceed with an action at law for any damages sustained, including loss of bargain.

(b) Seller's Liquidated Damages. In the event of default by Buyer under this Agreement, Seller shall have the right to terminate this Agreement and its sole remedy shall be to receive the Deposit as its liquidated damages.

## **11. General Provisions.**

(a) Amendments; Waiver. This Agreement may be amended or modified only by a written instrument executed by the Party or Parties asserted to be bound thereby. Except as otherwise expressly

provided herein, no waiver of any provision of this Agreement shall be valid unless given in writing and duly executed by the Party to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition.

(b) **Assignment.** Except as otherwise specifically provided for herein, the Parties shall be entitled to assign their rights and obligations under this Agreement only upon obtaining the other Party's prior written consent, which will not be unreasonably withheld. Unless otherwise agreed by a Party in writing, no such assignment shall release the other Party from its obligations under this Agreement.

(c) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors, and/or assigns.

(d) **Brokers.** Buyer and Seller represent and warrant to each other that they have not engaged or dealt with any real estate broker in connection with the transaction contemplated in this Agreement. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, costs, damage or expenses (including reasonable attorney fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party or others on its behalf for a commission, finder's fee or similar compensation made by any other broker, finder, or party who claims to have dealt with such Party.

(e) **Construction and Interpretation.** Generally, unless otherwise specifically stated in this Agreement or unless the context indicates otherwise, words and phrases used in this Agreement shall be interpreted and construed as follows:

(i) words in the present tense include the future (and vice-versa) and words and phrases used as nouns include the singular and plural forms;

(ii) the terms "shall", "will", and "must" signify mandatory obligations and "may" signifies a discretionary or permissive act;

(iii) the phrase "without limitation" will be deemed to follow the words "include", "includes", or "including" when referring to a list, class, or group of persons, entities, things, conditions, acts, omissions, events, rights, remedies, and/or liabilities;

(iv) the phrase "to the knowledge of or any variation of that phrase will refer to matters within the actual knowledge of a Party after reasonable investigation;

(v) the phrase "in the discretion of or any variation of that phrase will mean in the sole and absolute discretion of the Party in question; and

(vi) the captions and headings of the articles, sections, and subsections of this Agreement are for convenience and reference only, and shall not be deemed to define or limit the provisions thereof.

(f) **Counterparts and Execution by Electronic Communication.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, e-mail, or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by the Party so delivering such a copy.

(g) Dates of Performance. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday, or nationally recognized holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

(h) Entire Agreement; Exhibits. This Agreement, together with all the Exhibits attached hereto and specifically incorporated herein (which are hereby incorporated into this Agreement as if set forth in full), constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof. Each Party acknowledges and agrees that except for the specific representations, warranties, and covenants contained in this Agreement, the other Party and its agents have not made any representations, warranties, or covenants to it.

(i) Further Acts. Each Party shall, upon the request of the other, execute, acknowledge (if appropriate), and deliver whatever additional documents and do such other acts as may be reasonably required in order to carry out the provisions of this Agreement and the intent of the Parties.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the choice-of-laws or conflict-of-laws principles of such state.

(k) Negotiated Terms. The Parties hereby agree and acknowledge that the terms and conditions contained in this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional representatives or consultants participated in the preparation of this Agreement.

(l) No Joint Venture or Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

(m) Notices. Whenever a Party to this Agreement is required or permitted under this Agreement to provide the other Party with any notice, submittal, request, demand, consent, or approval ("Notice"), the Notice will be given in writing and will be delivered to the other Party at the address set forth below: (a) personally; (b) by a reputable overnight courier service, delivery fees prepaid; or (c) by certified mail, postage prepaid, with return receipt. Either Party may change its address for Notice by written notice to the other Party delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the date of delivery as indicated on the return receipt if sent by certified mail.

IF TO BUYER:

City of Johnstown, Pennsylvania  
Attn: John K. Dubnansky  
Community and Economic Development Director  
401 Main Street  
Johnstown, PA 15901  
Email: jdubnansky@cojtw.com

IF TO SELLER:

DLP Conemaugh Memorial Medical Center, LLC  
c/o LifePoint Health, Inc.  
330 Seven Springs Way  
Brentwood TN 37027  
Attn: Beth Blankenship,  
VP - Real Estate

With copy to:

Jeffrey A. Calk, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union St., Ste. 2700  
Nashville, TN 37219  
E-mail: jeff.calk@wallerlaw.com

(n) Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise make ineffective any other provision of this Agreement.

(o) Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof

**[signatures on following pages]**

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year set forth below.


**SELLER:**

DLP Conemaugh Memorial Medical Center, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BUYER:**

City of Johnstown, Pennsylvania

By:   
Print Name: Daniel Penatzer  
Title: Interim City Manager  
Date: May 12, 2021

**ACCEPTANCE BY ESCROW AGENT**

\_\_\_\_\_ , named in the foregoing Contract for Sale of Real Estate, dated \_\_\_\_\_, 2021, by and between DLP Conemaugh Memorial Medical Center, LLC, a Delaware limited liability company ("Seller"), and City of Johnstown, Pennsylvania ("Buyer"), hereby joins in such Contract for Sale of Real Estate to evidence its agreement to perform its obligations as Escrow Agent thereunder.

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

## EXHIBIT A

### THE USE RESTRICTIONS

The following provision shall be included in Seller's Deed:

1. Grantor is the owner of certain real estate located in the City of \_\_\_\_\_, County of \_\_\_\_\_, Commonwealth of \_\_\_\_\_, as more particularly described as follows:

*[Insert legal description for Hospital Campus which will have right to enforce restrictions]*

(the "Hospital Land") on which Grantor operates an acute care hospital and other related improvements (the improvements and Hospital Land being collectively referred to as the "Hospital Property"). Grantor and Grantee desire that the use of the Property (as defined on page \_\_\_\_\_ of the Deed to which this Exhibit is attached) complement and not conflict with the use of the Hospital Land and, therefore agree that the Property is hereby subject to the restrictions set forth herein.

2. As used herein, the following terms shall have the following meanings:

(a) "Property Owner" shall mean any Person that is the owner of record fee simple title to the Property, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Property leases the Property to another Person for a term of twenty (20) years or more pursuant to a lease, which lease or a memorandum thereof is recorded, then until the expiration or termination of the term of such lease, "Property Owner" shall also include the then-current tenant under such lease.

(b) "Hospital Land Owner" shall mean any Person that is the owner of record fee simple title to the Hospital Land, but only during and with respect to the period of such Person's ownership; provided, however, if there is ever more than one owner of the Hospital Land as a result of conveyances of outparcels or through subdivisions of the Hospital Land, the term "Hospital Land Owner" shall mean the Person who is then operating the acute care hospital on the Hospital Land.

(c) "Person" or "person" shall mean any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

3. Grantor hereby declares and Grantee agrees that the Property may not be used for any of the following uses or services (collectively, the "Prohibited Uses"): (a) an acute care hospital, medical surgical or specialty hospital or any other health care facility that has facilities for overnight accommodation of patients; (b) a rehabilitation center; (c) a skilled nursing facility; (d) an outpatient or inpatient surgery center or similar facility providing surgery services; (e) an oncology center; (f) an emergency care center; (g) home health services; (h) a pharmacy; (i) a birthing center; (j) a physical therapy center; (k) any form of testing for diagnostic or therapeutic purposes; (l) provision or operation of medical laboratory services, including, without limitation, commercial, reference laboratories; (m) any form of diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging); (n) radiation therapy; (o) respiratory therapy services; (p) outpatient or inpatient birthing services; (q) a health maintenance

organization or similar direct care provider; (r) an urgent care center; (s) inhalation therapy services; or (t) any form of infusion therapy services. Grantor declares and Grantee agrees that the Property may not be used for the installation, placement or display of any signage advertising the name or business of any Person that owns, operates or manages any business that provides or offers any of the healthcare services within the definition of Prohibited Uses herein (such Person being referred to hereinafter as a "Hospital Competitor").

4. Hospital Land Owner shall have the right to enforce the terms, covenants and restrictions hereof (provided, however, if there is ever more than one Hospital Land Owner as a result of conveyances of outparcels, through subdivisions of the Hospital Land or through leases of all or any portion of the Hospital Land for a term of twenty (20) years or more, then pursuant to Paragraph 2(b) of this Exhibit, the Hospital Operator shall have the right to enforce the terms, covenants and restrictions hereof). Enforcement may be made by prosecuting any proceeding against the party or parties violating or attempting to violate the terms, covenants and restrictions hereof. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent the violation. The remedies specified herein are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation or breach of the covenants and restrictions. In any proceeding for the enforcement of any of the provisions hereof or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the court in that proceeding. No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any of the provisions hereof shall be held to be a waiver by such party of, or an estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision hereof shall be construed so as to place upon Hospital Land Owner or any other aggrieved party any duty to take any action to enforce the provisions hereof.

5. The provisions hereof shall remain in effect and be enforceable perpetually after the recording of this Deed.

6. The restrictions declared and created herein and the various terms and conditions set forth herein shall be (i) covenants running with the land and (ii) inure to the benefit of the Hospital Land Owner and its successors and assigns and all those claiming by, through or under such owner or its successors and assigns.



CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN APPLICATION FOR FUNDING ASSISTANCE FROM THE PENNSYLVANIA COMMONWEALTH FINANCING AUTHORITY IN THE AMOUNT OF \$166,000.00 THROUGH THE GREENWAYS, TRAILS, AND RECREATION PROGRAM TO BE USED TOWARDS IMPROVEMENTS WITHIN ROXBURY PARK, LOCATED IN THE CITY OF JOHNSTOWN.

WHEREAS, the Commonwealth Financing Authority assists local governments within the state of Pennsylvania to sustain and grow recreational assets, and

WHEREAS, the City Public Works is the responsible entity for the maintenance of all City parks, and

WHEREAS, it is the desire of the City Council to access funding opportunities to help us maintain our recreational assets; and

WHEREAS, the proposed project will include the resurfacing of the tennis courts, painting of the tennis courts light poles, and the installation of two new backstops for two baseball fields within Roxbury Park; and

WHEREAS, The City Council of the City of Johnstown has agreed to submit a grant application to the Commonwealth Financing Authority and provide the required \$30,021 in matching funds, on the basis of the foregoing;

NOW THEREFORE IT BE RESOLVED, that the City of Johnstown (the Governing Body") shall be, and the same hereby are authorized to submit a Grant Application to the Pennsylvania Commonwealth Financing Authority for the purpose of making improvements within Roxbury Park. The Interim City Manager and/or his designee is hereby authorized to execute and take any/all actions necessary to effectuate all certifications and documentation required in connection with the application.

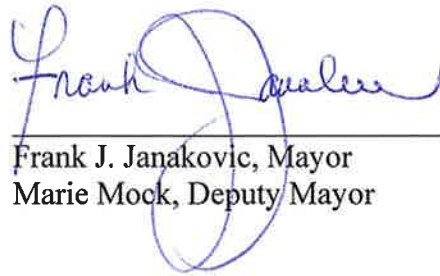
ADOPTED:

May 12, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10427**  
as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN  
CAMBRIA COUNTY , PENNSYLVANIA  
RESOLUTION NO. 10428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA  
AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE  
RESPECTIVE 2021 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY,  
BUDGET EXHIBIT (A) AS DETAILED BELOW:

Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Adjusted Budget Balance
General	Unclassified/Miscellaneous	Ins Deductable/Accident	01.489.11.126.00	01.492.56.000.00	50,000	29,354

ADOPTED:

May 12, 2021

By the following vote~

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

Nays: None (0)



Frank J. Janakovic, Mayor

Marie-Mock, Deputy Mayor

ATTEST:

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

10428



Nancy Cushing,  
City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10429**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO ENTER INTO A CONTRACT WITH ERICKSON EQUIPMENT INC. TO MAINTAIN THE CITY DUMP SITE FOR 8 MONTHS BEGINNING MAY 19, 2021.**

**WHEREAS**, the City currently owns a dump site that is used for the City sewer projects; and

**WHEREAS**, the Contractors on the Fairfield and Old Conemaugh Borough sewer projects will use this dump site to complete these projects; and

**WHEREAS**, Erickson Equipment, Inc. has bid to maintain the City Dump site for eight months, which is the time period needed to complete the Fairfield and Old Conemaugh contracts; and

**WHEREAS**, the total amount of the bid from Erickson is \$197,034 or \$24,629.75 per month; and

**WHEREAS**, Erickson Equipment Inc. is the low bidder to maintain the City Dump Site.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Johnstown, that the Interim City Manager and/or his designee(s) are hereby authorized to sign all documents and take any/all actions necessary to enter into a contract as described above with Erickson Equipment, Inc. in the amount of One Hundred and Ninety-Seven Thousand Thirty-Four and 00/100 (\$197,034.00) Dollars.

**ADOPTED:**

May 12, 2021

By the following vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify the forgoing is true and correct copy of Resolution No. **10429** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Date 4-19-21

PROPOSAL  
FOR

**CITY OF JOHNSTOWN**

**Clean Fill Site Maintenance**  
**Contract 1/2021**

Contractor Ericksun Equipment Inc.

Address 4200 ROUTE 22 E

Blairsville, PA 15717

Gentlemen:

Pursuant to and in compliance with your request inviting Proposals for the execution of the above project, and subject to all the terms and conditions of the Contract Documents relating thereto and on file in the office of GIBSON-THOMAS ENGINEERING CO., INC., 1004 Ligonier Street, P.O. Box 853, Latrobe, PA 15650, the undersigned proposes to perform all work, to provide and furnish all labor, all necessary tools and equipment, all utility and transportation services, and materials (both expendable and permanent, all as required for the performance of said project, in complete accordance with the Plans, Specifications, and other Contract Documents, including Addenda Numbers 1 issued thereon, for the following price:

For the performance of all work set forth in the contract documents, and shown on the Contract Drawing(s), for the total price of:

TOTAL BASE BID 1 (1 Year) (\$ 197,034<sup>00</sup> )

TOTAL BASE BID 2 (3 Year) (\$ 620,657.10 )

**City of Johnstown reserves the right to award to the low responsible bidder for either a 1 year or 3 year period at their discretion.**

The following unit prices were used to compute the total Bid price set forth on Page 1 of this Bid Proposal. Should the amount of any individual item be increased or decreased, the Bidder agrees that the following prices shall be used for all adjustments. The unit prices set forth on this Page 2 must equal the total Bid price set forth on Page 1 of this Bid Proposal. The City of Johnstown reserves the right, at its discretion, to eliminate any bid item or items from the Contract and to compare bids after the elimination of such items.

**CITY OF JOHNSTOWN**  
**Clean Fill Site Maintenance**  
**Contract 1/2021**

Item	Description	Quantity/Unit	Unit Price	Total
------	-------------	---------------	------------	-------

**BASE BID 1 Annual Site Preparation and Maintenance**

*	1	Monthly Cost to Maintain Fill Site	8 months	\$ <u>24,629.25</u> /month	\$ _____
*	2	Annual site preparation and end of season stabilization		lump sum	\$ <u>197,034</u>
<b>*Complete in Place</b>					<b>TOTAL BASE BID 1</b> \$ <u><u>197,034</u></u>

**BASE BID 2 Annual Site Preparation and Maintenance for 3 years**

*	1	Monthly Cost to Maintain Fill Site	8 months	\$ <u>24,629.25</u> /month	\$ _____
*	2	Annual site preparation and end of season stabilization		lump sum	YR 1 \$ <u>197,034</u>
*	3	Monthly Cost to Maintain Fill Site	8 months	\$ <u>26,476.44</u> /month	\$ _____
*	4	Annual site preparation and end of season stabilization		lump sum	YR 2 \$ <u>211,811.55</u>
*	5	Monthly Cost to Maintain Fill Site	8 months	\$ <u>26,476.44</u> /month	\$ _____
*	6	Annual site preparation and end of season stabilization		lump sum	YR 3 \$ <u>211,811.55</u>
<b>*Complete in Place</b>					<b>TOTAL BASE BID 2</b> \$ <u><u>620,657.10</u></u>

**CITY OF JOHNSTOWN, PENNSYLVANIA**

**RESOLUTION NO. 10430**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO TAKE ANY/ALL ACTIONS NECESSARY TO AWARD A CONTRACT TO SPORTS AND RECREATION ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF OVERHEAD SHADE SCREENS AT SARGENT'S STADIUM**

**WHEREAS**, the Community Foundation for the Alleghenies has awarded a grant in the amount of \$55,000.00 to the City of Johnstown for the purchase of shade screens; and

**WHEREAS**, Sports and Recreation Associates, Inc. of Apollo, PA has submitted a proposal to provide and install two (2) such shade screens for the total contract amount of \$24,140.00 in accordance with the Commonwealth's COSTARS Purchasing Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager and/or his designee is hereby authorized and directed to award a contract in the amount of twenty four thousand one hundred forty (\$24,140.00) Dollars to Sports and Recreation Associates, Inc. for the purchase and installation of two (2) shade screens at Sargent's Stadium.

ADOPTED:

May 12, 2021

By the following Vote:

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

Nays: None (0)



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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10430** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

**SPORTS AND RECREATION ASSOCIATES, LLC**

*JRS*

1950 Shady Plain Road  
Apollo, PA 15613  
724-478-1775 \*\*\* FAX: 724-478-1785  
Email: [mford@sportsreassoc.com](mailto:mford@sportsreassoc.com)

**QUOTATION**

TO: John Dubnansky  
City of Johnstown  
PH: 814-539-2504 x110  
FAX:  
EMAIL: [jdubnansky@cojtwm.com](mailto:jdubnansky@cojtwm.com)

DATE: May 3, 2021  
SUBJECT: Stadium Screen  
QUOTE FIRM: 30 Days  
DELIVERY TIME ARO:

**Supply and install Douglas Industries VCP MAX Screen for triangle areas between poles at Stadium. Installation includes 1/4 inch galvanized steel cable attached by through-bolts to poles. Screen is sewn and grommeted and attached by C-Snap steel clips. Screens will be tilted for best protection.**

**TOTAL COST = \$24,140.00**

**\*\*PLEASE NOTE\*\*** This quote is to supply the equipment listed above only (UNLESS OTHERWISE STATED) The quote DOES NOT include Installation, Permits, Fees, PA One Call, Insurance on Stored Materials on Owner's Property or Unloading/Storage/Security of equipment and/or surfacing (UNLESS OTHERWISE STATED) If SRA does any installation, any unforeseen obstacles found sub-grade may result in an extra charge.

I hereby authorize Sports & Recreation Associates to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. PAYMENT TERMS - 50% Deposit, 50% Balance Due Net 30

**Please confirm this order by signing below and fax to us at 724-478-1785. Thank You!**

*Robert S. Ritter*  
Signature

5-5-21  
Date

4205  
P.O. #

SHIP TO ADDRESS:

CITY OF JOHNSTOWN - SARGENT'S STADIUM  
100 JOHNS STREET  
JOHNSTOWN, PA 15901

BILL TO ADDRESS:

CITY OF JOHNSTOWN  
401 MAIN ST.  
JOHNSTOWN, PA 15901

CONTACT: BOB RITTER

PHONE #: 814-539-2504 XT. 120



# PURCHASE ORDER

## City of Johnstown

401 Main Street  
Johnstown PA 15901  
814-539-2504 Fax 814-410-0990  
www.cityofjohnstownpa.net

Purchase Order Number

4205

THIS ORDER MUST  
APPEAR ON INVOICES,  
PACKING SLIPS, ETC.

05/05/2021

Seller: 2858

SPORTS AND RECREATION LLC  
1950 SHADY PLAIN ROAD  
APOLLO PA 15613

Ship To: Fin

Finance Department  
City of Johnstown  
401 Main Street  
Johnstown, PA 15901

**THIS PURCHASE IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES - EXEMPT # 25-6000865**

Please enter our order and furnish goods or services specified below in accordance with the terms of this purchase order.

Sequence	Quantity	UOM	Description	Unit Price	Extended
1	1	EA	SUPPLY AND INSTALL DOUGLAS INDUSTRIES VCP MAX SCREEN FOR TRIANGLE AREAS BETWEEN POLES AT STADIUM	\$24,140.00	\$24,140.00
				TOTAL	\$24,140.00

NOTES:

Empty box for notes.

DEPARTMENT: Finance Department

ACCOUNT: 184583739300 \$24,140.00  
DISTRIBUTION:

APPROVED BY: 