

BOROUGH OF VANDERGRIFT  
MINUTES OF THE VANDERGRIFT COUNCIL

JUNE 1, 2015

The Council of the Borough of Vandergrift met in the Council Chambers of the Municipal Building at 7:00 p.m., with President Brian Carricato presiding. The Pledge of Allegiance to the Flag was recited.

MEMBERS PRESENT:

Kathleen Chvala	Vernon Sciallo
Brian Carricato	Frank Moliterno
James Rametta	Christine Wilson
Lenny Collini	

OTHER OFFICIALS:

Louis Purificato, Mayor	Stephen DelleDonne, Secretary
Larry Loperfido, Solicitor	Theresa Geltz, Asst. Secretary
Michael & Lucien Bove, Engineers	Joseph Caporali, Police Chief

MINUTES:

The minutes of the May 4, 2015 meeting were approved by motion of Mr. Rametta, second by Mrs. Chvala. Motion carried

VISITORS:

A motion was made by Mr. Moliterno, second by Mr. Rametta, to hear from visitors at this time. Motion carried.

Christine Porter, 106 Hamilton Ave., questioned if anything has been done about the house next to hers, owned by Richard Greece.

Chief Caporali stated that Officer Rigatti has made contact with the owner on this condition of the structure. He stated that he would direct Officer Rigatti to contact the owner about doing something about the condition of the house. He also stated that Officer Rigatti indicated that the owner may be willing to sell said property.

Don Detar, 213 Lowell St., requested that something be done about the build-up of mud to level of the curbing on this street.

Engineer Michael Bove stated that he would look into this matter.

President questioned whether the street can at least be cleaned.

Mr. Detar questioned why vehicles are being permitted to park on sidewalks.

Chief Caporali stated that he would look into this matter.

Debbie Stitt, 154 Florida Ave., stated that she is having a problem with water accumulating in her back yard due to an existing spring. She also stated that the catch basin in her yard is not catching all of the water. She questioned who installed the catch basin in her back yard.

Solicitor Loperfido stated that this is a private issue since the Borough had not installed the catch basin. Because the Borough can not address this private matter issue, he recommended that Ms. Stitt contact an engineer to resolve this matter.

Karen Cramer, 910 Holland St., stated that she observed vehicles, possibly a police vehicle, traveling behind her house at approximately 12:30 a.m. towards the open gas well. She questioned if Council knew about this.

Solicitor Loperfido advised Ms. Cramer to call the police when these types of incidents occur.

Julie Martin, owner of Byer's Taxi Service, informed Council that her company is not for sale, as rumors have it. She stated the Westmoreland County Transit Authority has given her contract to National Express Transit, of which will cause her to lay off about 10-12 employees due to the loss of this business.

Solicitor Loperfido stated that he will draft a letter to the Westmoreland County Transit Authority regarding this matter.

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to return to the regular order of business. Motion carried.

OPENING OF BIDS:

At this time the Secretary opened and read aloud bids received regarding the 2015 Street Reconstruction Project using Community Development Block Grant Funds. (See page 3-A-Bid Tabulation Sheet)

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to award the bid to Tresco Paving Corp., the low bidder at \$301,470.00, contingent upon the approval of the Westmoreland County Planning Department and the ability to obtain adequate funding. Motion carried with Mrs. Wilson abstaining.

The Secretary opened and read aloud bids received regarding the reconstruction of Delaware Avenue and a portion of Pennsylvania Avenue. (See page 3-B-Bid Tabulation Sheet)

Due to a question of funding this project, a motion was made by Mr. Collini, second by Mr. Rametta, to postpone action on this bid at this time. Motion carried.

MAYOR'S REPORT:

No Report

SECRETARY'S REPORT:

No Report

COMMUNICATIONS & CORRESPONDENCE:

The Secretary presented and reviewed the following correspondence received:

Exhibit 1-A: John Dettore, secretary Vandergrift Lions Club.

Subject: Request use of Kennedy Park of their annual Lions Car Show on Sunday, July 26<sup>th</sup> from 8:00 am. To 6:00 p.m.

A motion was made by Mr. Collini, second by Mr. Rametta, to approve the aforementioned request. Motion carried.

Exhibit 2-A: Natalie Jaworskyj, market manager for Vandergrift Farmer's Market.

Subject: Request use of lower portion of Columbia Parking and adjoining Area on Thursday's.

A motion was made by Mr. Collini, second by Mr. Rametta, to approve the aforementioned request. Motion carried.

Exhibit 3-A: Darrin Zacklene, Chief of RECO.

3-A

BOROUGH OF VANDERGRIFT  
2015  
STREET RECONSTRUCTION PROJECT  
USING  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
  
BID TABULATION  
(Bids Opened June 1, 2015)

Item	Description	Qty.	Units	1st		2nd		3rd		4th		5th	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Rotomill	23,200	SY	\$1.36	\$31,320.00								
2	Soft Area Repair	1,500	SY	\$8.00	\$12,000.00	\$12.00	\$18,000.00	\$17.15	\$25,725.00	\$13.00	\$19,500.00	\$11.88	\$17,820.00
3	Manhole Adjustment Riser Rings	10	EA	\$200.00	\$2,000.00	\$355.00	\$3,550.00	\$160.00	\$1,600.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00
4	Traffic Light Sensors	1	LS	\$2,000.00	\$2,000.00	\$10,300.00	\$10,300.00	\$1,750.00	\$1,750.00	\$10,000.00	\$10,000.00	\$9,850.00	\$9,850.00
5	2" Binder Course	44	TN	\$75.00	\$3,300.00	\$98.50	\$3,808.00	\$88.00	\$3,872.00	\$98.00	\$3,784.00	\$102.75	\$4,521.00
6	0.5" Leveling Course	950	TN	\$66.50	\$63,175.00	\$69.95	\$66,452.50	\$91.50	\$86,925.00	\$94.80	\$89,870.00	\$92.38	\$87,781.00
7	1.5" Wearing Course	1,950	TN	\$86.50	\$168,675.00	\$87.25	\$170,137.50	\$91.50	\$178,425.00	\$94.60	\$184,470.00	\$89.91	\$175,324.50
<b>TOTAL COST OF PROJECT:</b>					<b>\$901,470.00</b>		<b>\$932,774.00</b>		<b>\$949,073.00</b>		<b>\$954,204.00</b>		<b>\$959,756.50</b>

Item	Description	Qty.	Units	6th		7th		Holbein, Inc.	Victor Paving & Constr.	J.M. Paving, Inc.
				Unit Price	Cost	Unit Price	Cost			
1	Rotomill	23,200	SY	\$2.08	\$47,792.00	\$4.00	\$92,800.00	No Bid	No Bid	No Bid
2	Soft Area Repair	1,500	SY	\$8.28	\$12,420.00	\$18.00	\$27,000.00	No Bid	No Bid	No Bid
3	Manhole Adjustment Riser Rings	10	EA	\$344.64	\$3,446.40	\$862.00	\$8,620.00	No Bid	No Bid	No Bid
4	Traffic Light Sensors	1	LS	\$6,240.00	\$6,240.00	\$22,000.00	\$22,000.00	No Bid	No Bid	No Bid
5	2" Binder Course	44	TN	\$79.68	\$3,501.52	\$120.00	\$5,280.00	No Bid	No Bid	No Bid
6	0.5" Leveling Course	950	TN	\$110.70	\$105,165.00	\$125.00	\$118,750.00	No Bid	No Bid	No Bid
7	1.5" Wearing Course	1,950	TN	\$98.72	\$192,504.00	\$115.00	\$224,250.00	No Bid	No Bid	No Bid
<b>TOTAL COST OF PROJECT:</b>					<b>\$373,068.92</b>		<b>\$488,700.00</b>			

Nagy Construction: No Bid

3-B

BOROUGH OF VANDERGRIFT  
 2015  
 STREET RECONSTRUCTION PROJECT  
 (Portions of Pennsylvania Avenue and Delaware Avenue)  
 USING  
 BOROUGH FUNDS

BID TABULATION  
 (Bids Opened June 1, 2015)

Item	Description	Qty.	Units	1st		2nd		3rd		4th		Holbein, Inc. No Bid
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	

Delaware Avenue Patching  
 1 5" Surface Patching (one lane at a time) 1,300 SY \$31.00 \$40,300.00 \$38.75 \$50,375.00 \$50.36 \$65,456.00 \$54.00 \$70,200.00

Delaware Avenue Patching Alternate  
 1 All 3.5" Surface Patching (one lane at a time) 1,300 SY \$26.50 \$34,450.00 \$28.00 \$36,400.00 \$41.38 \$53,788.00 \$37.66 \$48,946.00

Delaware Avenue Resurfacing  
 2 Rotomill 2,468 SY \$3.40 \$8,459.20 \$4.15 \$10,325.20 \$5.35 \$13,310.80 \$8.00 \$19,604.00  
 3 Manhole Adjustment using Riser Rings 4 EA \$200.00 \$800.00 \$165.00 \$660.00 \$200.00 \$800.00 \$682.00 \$3,448.00  
 4 0.5" Leveling Course 105 TN \$84.00 \$9,870.00 \$103.50 \$10,867.50 \$118.00 \$12,390.00 \$135.00 \$14,175.00  
 5 1.5" Wearing Course 238 TN \$92.50 \$22,015.00 \$103.50 \$24,833.00 \$118.00 \$28,084.00 \$143.00 \$34,034.00

COST OF DELAWARE AVENUE RESURFACING: \$41,144.20 \$46,486.70 \$54,594.80 \$71,561.00

Pennsylvania Avenue Resurfacing  
 2 Rotomill 1,692 SY \$3.40 \$5,378.80 \$5.15 \$8,147.30 \$8.00 \$12,858.00 \$8.00 \$12,656.00  
 3 Manhole Adjustment using Riser Rings 0 EA \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  
 4 0.5" Leveling Course 67 TN \$91.00 \$6,087.00 \$120.00 \$8,040.00 \$144.25 \$9,684.75 \$165.00 \$10,385.00  
 5 1.5" Wearing Course 138 TN \$89.00 \$12,104.00 \$120.00 \$18,320.00 \$144.25 \$19,618.00 \$145.00 \$19,720.00

COST OF PENNSYLVANIA AVENUE RESURFACING: \$23,579.80 \$32,507.30 \$41,938.75 \$42,781.00

Mele & Mele & Sons, Inc.: No Bid

Exhibit 1-A



**VANDERGRIFT LIONS CLUB**

John G. Dettore, Sec'y  
405 Longfellow Street  
Vandergrift, PA 15690-1448

May 6, 2015

Mr. Steve DelleDonne

Borough Secretary

c/o Municipal Building

Corner of Grant & Sumner Avenue

Vandergrift, PA 15690

Dear Mr. DelleDonne,

Our Board of Directors of the Vandergrift Lions Club met recently to set up our plans for the annual Lions Car Show. This will be held on July 26, (Sunday) from 8:00 A.M. to 6:00 P.M. at Kennedy Park, Jackson Avenue. We are requesting permission for the use of the park for that date. This show will benefit "Toys for Tots." As in the past year, the insurance required will be covered by our club and Lions International. You will receive a copy of the insurance form. We will also see that the grounds are kept in good cleaning condition upon completion.

Our Thanks.

Sincerely,

John G. Dettore

Club Secretary



Vandergrift Farmers' Market  
PO Box 191  
Spring Church, PA 15686  
724-422-3883

Exh. b.1 2-4



May 27, 2015

Vandergrift Borough Council  
c/o Steve DelleDonne, Borough Secretary  
109 Grant Avenue  
Vandergrift, PA 15690

Council Members:

On behalf of the Vandergrift Farmers' Market, I ask your permission to use the lower portion of the Columbia parking lot and Teeple park for the market. On Thursdays when the parking lot is full due to filming of the television show *Banshee*, I ask permission to use 11th Street, alongside the park from Farragut Avenue to the alley below the parking lot.

The market will be open from 3 p.m. to 5:30 p.m. every Thursday beginning June 11th and ending October 15th, 2015.

I look forward to hearing from you and thank you in advance for your cooperation.

Cordially,

A handwritten signature in cursive script that reads "Natalie Jaworskyj".

Natalie Jaworskyj  
Market Manager  
724-422-3883

**RAINBOW EMERGENCY COMMUNICATIONS  
& OPERATIONS, INC.**

**1013 Howell Street  
Vandergrift, PA 15690**

**Phone: 724-448-6896**

May 26, 2015

Dear Members of Vandergrift Borough Council:

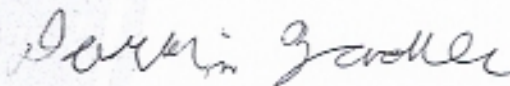
Rainbow Emergency Communications & Operations, Inc., otherwise known as RECO, which is a volunteer organization, does the traffic control for the Memorial Day and Christmas parades in Vandergrift, and assists the police and fire departments when requested for traffic control.

We are requesting permission to do a Boot Drive on Friday, June 5<sup>th</sup>, from 4:00 PM to 8:00 PM or dusk, whichever occurs first. In case of rain, we plan to hold the Boot Drive on Saturday, June 6<sup>th</sup>. This is a fundraising event to help with our yearly expenses.

If permitted, please contact Darrin Zacklene, Chief of RECO at (724) 448-6896. Our mailing address is 1013 Howell Street, Vandergrift, PA 15690.

Thank You for your consideration.

Sincerely,



Darrin J. Zacklene  
Chief, RECO



Subject: Request for permission to do a Boot Drive on Friday, June 5<sup>th</sup>.

A motion was made by Mr. Sciallo, second by Mr. Moliterno, to approve the aforementioned request. Motion carried.

REGULAR AND STATED BILLS:

A motion was made by Mr. Rametta, second by Mrs. Chvala, to pay all stated and approved bills. Motion carried. Motion carried.

SPECIAL BILLS:

The Secretary presented an invoice in the amount of \$9,000.00 from Bove Engineering for work done on the 2015 CDBG Street Project. (See page 4-A)

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to approve payment to Bove Engineering Company in the amount of \$9,000. Motion carried with Mrs. Wilson abstaining.

The Secretary presented a final invoice from Sports & Recreation Associates in the amount of \$35,981.50 regarding the installation of the new play equipment at the Jackson Avenue Playground. (See page 4-B)

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to approve payment of \$35,981.50 to Sports & Recreation Associates. Motion carried with Mrs. Wilson abstaining.

The Secretary presented a request from Bove Engineering Company to approve the submission of a PennVest Request Payment No. 16 in the amount of \$\$696,092.25. He stated that this amount reflects the reimbursement of interest Estimate No. 13 in the amount of \$1,070.82; 2A construction Estimate No. 15 (Monzo) in the amount of \$392,677.46; 2B Construction Estimate No. 15(Johnston) in the amount of \$255,458.97; and Engineering Estimate No. 17 in the amount of \$46,885.00.

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to approve the aforementioned request. Motion carried with Mrs. Wilson abstaining.

STREET & SANITATION REPORT:

No Report

ENGINEER'S REPORT:

Engineer Lucien Bove stated the Phase 2A is 82% completed and that Phase 2B is 80% completed, with a total completion of 84%. He stated that most of the work remaining pertains to restoration and paving.

**BOVE ENGINEERING COMPANY**  
8201 Route 819  
GREENSBURG, PENNSYLVANIA 15601

4-A

**INVOICE**

1787

(724) 925-9269

May 11, 2015

DATE

CUSTOMER ORDER NO.

SALESPERSON

VIA

2015 Street Reconstruction Project

TO  
VANDERGRIFT BOROUGH  
109 Grant Avenue  
Vandergrift, PA 15690

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	2015 STREET RECONSTRUCTION CDBG PROJECT  We would like to receive on account for the above project for field work and measurements, office calculations, preparing and typing specs, phone calls, miscellaneous		\$9,000 00

THANK YOU

## SPORTS AND RECREATION ASSOCIATES

1950 Shady Plain Road  
 Apollo, PA 15613  
 PHONE: 724-478-1775  
 FAX: 724-478-1785

4-B

**Invoice**

Date	Invoice #
5/20/2015	1807

Bill To
Borough of Vandergrift Vandergrift Borough Municipal Building 109 Grant Avenue Vandergrift, PA 15690

P.O. Number	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	KENNEDY PARK - INVOICE #2 AND FINAL	35,981.50	35,981.50
	ITEMS COMPLETED TO DATE: 1A - Furnish and Deliver Playstructure - \$19,725.00 1B - Installation of Playstructure - \$3,300.00 1C - Furnish and Install Poured Rubber Safety Surface - \$16,744.00 3A - Furnish and Deliver Swingset - \$1,600.00 3B - Installation of Swingset - \$500.00 3C - Furnish and Install Poured Rubber Safety Surface - \$14,835.00  TOTAL COMPLETED TO DATE: - \$56,704.00 LESS PAYMENT #1 RECEIVED - (-\$20,722.50) FINAL PAYMENT DUE - \$35,981.50		
		<b>Total</b>	\$35,981.50

## NOTICE OF ABSTENTION

I, Christine A. Wilson, Councilperson for the Borough of Vandergrift located in the County of Westmoreland and Commonwealth of Pennsylvania, do hereby set forth this affirmative declaration of abstention regarding any matter involving Bove Engineering. I am employed by Bove Engineering and as such, under the Ethics Act, I shall not engage in any restricted activities as is set forth under Section 1103 of the State Ethics Act. Pursuant to said section of the Ethics Act, I set forth this written memorandum, filed with the Borough Secretary of the Borough of Vandergrift advising that I am unable to take any action on a matter involving Bove Engineering. I acknowledge that I have a conflict regarding matters that would financially impact Bove Engineering and cannot participate and must comply with the disclosure requirements of Section 1103(j) of the State Ethics Act. I acknowledge that my conflict in this matter, includes making motions and voting, and also includes actions such as lobbying other members, speaking as to motions or advocating for a certain result.

I do hereby execute this document in accordance with the requirements of the Pennsylvania State Ethics Commission disclosure requirements and apply the same to all actions, on behalf of Bove Engineering which may arise before the Council of the Borough of Vandergrift as of the date, time and meeting identified in the minutes of the Borough meeting.

*Christine A. Wilson* 6/11/15  
CHRISTINE A. WILSON

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to accept the Engineer's Report. Motion carried.

BUDGET & FINANCE REPORT:

No Report

POLICE & PUBLIC SAFETY REPORT:

Mrs. Geltz stated that Melinda Silvestri, 319 Longfellow Street, has submitted a Persons With disability Parking Place Application. She stated that Ms. Silvestri does meet the criteria set forth in the Ordinance and is recommended that her application be approved.

A motion was made by Mrs. Chvala, second by Mrs. Wilson, to approve the aforementioned recommendation. Motion carried.

A motion was made by Mr. Rametta, second by Mrs. Chvala, to accept the Police & Public Safety Report. Motion carried.

BUILDING & GROUNDS REPORT:

No Report

TREE & LIGHT REPORT:

Chairperson Wilson stated that the Committee receive two bid proposals to perform the tree trimming and removing for 2015. She stated that M & M Tree Service, the low bidder, was approved to perform this service.

A motion was made by Mr. Collini, second by Mr. Rametta, to accept the Tree and Light Report. Motion carried.

GENERAL GOVERNMENT:

No Report

President Carricato stated that he will like to call an executive session later in the meeting for the purpose of discussing an on-going contract matter.

RECREATION REPORT:

Chairperson Collini stated that certain signage is needed at the Jackson Playground to state the age limits for those using the play equipment.

Mr. Collini stated that the Vandergrift Pool was officially opened on Saturday, May 30<sup>th</sup>.

President Carricato informed Council the members of the Presbyterian Church will be volunteering their service to repaint the play structure at the Jackson Playground. He stated that this group will be going around town cutting high grass at abandoned properties this Saturday.

A motion was made by Mr. Sciallo, second by Mr. Rametta, to accept the Recreation Report. Motion carried.

SOLICITOR'S REPORT:

Solicitor Loperfito presented an Intergovernmental Agreement between the Borough of Vandergrift and the Westmoreland County Land Bank for Council's approval and adoption. He stated that this program will assist the Borough in dealing with blighted and abandoned properties. He stated that the Borough will need to pay a one-time fee of \$5,000. (See pages 6-A thru 6-C)

A motion was made by Mr. Sciallo, second by Mr. Moliterno, to approve the aforementioned Agreement. Motion carried.

Solicitor Loperfito stated that he has received a copy of an ordinance adopted by the Apollo Borough regarding rental properties, etc. He questioned if Council will authorize him to work on preparing something similar for the Borough to adopt.

A motion was made by Mr. Sciallo, second by Mr. Moliterno, to approve the aforementioned request. Motion carried.

A motion was made by Mrs. Chvala, second by Mr. Sciallo, to accept the Solicitor's Report. Motion carried.

UNFINISHED BUSINESS:

None

At 8:30 p.m., a motion was made by Mr. Sciallo, second by Mrs. Chvala, to call an executive session of Council for the purpose of discussing an on-going contract agreement. Motion carried.

A motion was made by Mr. Sciallo, second by Mr. Rametta, to return to the regular order of business and state that no action of Council was taken during the executive session. Motion carried.

**INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTMORELAND COUNTY LAND BANK AND VANDERGRIFT BOROUGH, A MUNICIPALITY IN WESTMORELAND COUNTY**

This Intergovernmental Cooperation Agreement and Memorandum of Understanding ("Agreement"), dated June 1, 2015, is entered into between the Westmoreland County Land Bank, an entity created by Ordinance # ORD-10-2013 (a copy of which is attached hereto and incorporated herein as Exhibit "A") of the Westmoreland County Board of Commissioners on December 19, 2013, said entity being a body politic with principal offices located at 5<sup>th</sup> Floor, Suite 520, 40 North Pennsylvania Avenue, Greensburg, Westmoreland County, Pennsylvania 15601 (hereinafter "Land Bank") and Vandergrift Borough, a Westmoreland County Municipality with principal offices located at 109 Grant Avenue, Vandergrift, PA 15690 (hereinafter "Municipality").

WHEREAS, the Land Bank and Municipality have joined to create stronger communities and in dealing with vacant, abandoned, and tax delinquent properties in their joint jurisdiction; and

WHEREAS, the Municipality wishes to obtain the aid of and encourage the Land Bank in obtaining blighted, abandoned, vacant and tax delinquent properties in the Municipality, maintaining them, and attempting to restore them to productive use; and

WHEREAS, the Municipality agrees to the policy of the Westmoreland County Land Bank as set forth in the Land Bank Policy (a copy of which is attached hereto as Exhibit "B," and made a part hereof); and

NOW, THEREFORE, the parties, in their mutual desire to work together in dealing with vacant, abandoned, blighted and tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

1. Preamble. The preamble hereto is incorporated herein.
2. Monetary Consideration. In order to participate in this Agreement, and in order to obtain the potential benefits as set forth in this Agreement, the Municipality has paid to the Land Bank the sum of Five Thousand and 00/100 Dollars (\$5000.00), the receipt of which is hereby acknowledged. Said monetary consideration is non-refundable, regardless of the length of time that this Agreement remains in force or the amount of or type of activity performed by the Land Bank in said Municipality.
3. Land Bank Obligation. The Land Bank shall consider, after consultation with the Municipality, acquisition of real property in the Municipality. The Land Bank has limited funds, and based upon those limited funds, no guarantee can be made as to property acquisition. The Land Bank, with regard to property which is

acquired, shall, with the cooperation and assistance of the Municipality, attempt to maintain the property and return the same to productive use according to the Policy attached hereto, which may be amended from time to time, as set forth in the Bylaws of the Land Bank. No guarantees are being made by the Land Bank regarding the kinds of activities that will be taken by the Land Bank to return the properties to public use, and the Land Bank may require the Municipalities themselves to perform these activities and/or bear all or part of the costs of these activities, including, but not limited to, acquisition, development, demolition, and re-sale.

4. Obligation of Municipality. The Municipality agrees, with regard to any property obtained in the Municipality by the Land Bank, that the Municipality shall forgive, exonerate, release, or refund the said property from any real estate tax liens or any other liens, including municipal improvement liens, citation costs, or any other charges on the property. The Municipality also agrees to forgive, exonerate, release, or refund to the Land Bank any revenue received by the Municipality for realty transfer taxes on the properties acquired by the Land Bank in the Municipality. The Municipality understands that during the time that the property is in the ownership of the Land Bank, the same shall not be taxable. The Municipality understands that the Land Bank will attempt to return the property to productive use, which may include a non-taxable use, such as transfer to the Municipality, School District, or for a charitable purpose. If the Land Bank is able to and does return the property to a taxable use, the Municipality agrees, with regard to all taxes from the Municipality on that property, that, for a period of five years after said property is transferred from the Land Bank, one-half of the taxes collected shall accrue to the benefit of the Land Bank, even though the same may be based on the tax assessed by the Municipality, and the Municipality agrees to take all action necessary to carry out the said allocation to the Land Bank. The Municipality is obligated to maintain the property, including site clean-up, vegetation control, cutting grass, and any other agreed-upon maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return property which it acquires to a productive use.

5. Notice. The Land Bank shall reasonably attempt to supply notice to the representative designated by the Municipality before any action is taken to acquire, rehabilitate, demolish, convey or transfer property owned by the Land Bank in the Municipality during the term hereof and shall reasonably consult with the designated representative of the Municipality in developing a plan for the said property.

6. Inspection. Prior to transfer of a property by the Land Bank for lease or sale, the Municipality agrees that it will inspect the same, without cost to the Land Bank, and supply the Land Bank with written notification when the same is in compliance with Municipality building, housing, property maintenance and other applicable codes, rules, regulations and ordinances of the Municipality.

7. Immunity with Regard to Ordinance Violations. During the Land Bank's ownership of property located in the Municipality, the Municipality agrees that it shall not



cite the Land Bank with any ordinance violation or violation of any building, housing, property maintenance, or other applicable code, rule, or regulation.

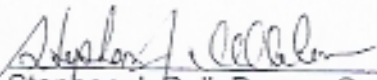
8. Term and Termination. Any party hereto may terminate this agreement and withdraw from participation in future acquisition on ninety (90) days written notice to the other party and the school district identified in Exhibit "B" of this Agreement. In the event of withdrawal, all of the Municipality's obligations with regard to property already obtained or in the process of being obtained by the Land Bank in the Municipality, including, but not limited to, the post-Land Bank conveyance five-year allocation of one-half of tax revenues to the Land Bank, shall continue. The Municipality shall be obligated for any cost reasonably incurred with regard to property which the Land Bank is obtaining or attempting to obtain in the Municipality prior to notice of withdrawal. Unless terminated by mutual agreement, or as stated in this paragraph, this agreement shall continue.

9. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors, and this Agreement shall not create any employment, agency, partnership, or co-venture relationship, and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of the other.

10. Compliance. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances of the County of Westmoreland, Commonwealth of Pennsylvania, and United States of America.

11. Entire Agreement and Agreement Interpretation. This Agreement, and the attachments hereto, constitute the full and complete understanding and agreement between parties. No provision of this Agreement shall be interpreted to create any rights in any party other than the Land Bank and the Municipality. This Agreement may only be altered in writing, signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Westmoreland County Court of Common Pleas.

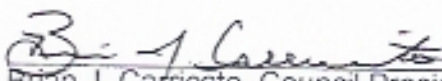
ATTEST:

  
Stephen J. DelleDonne, Secretary

ATTEST:

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MUNICIPALITY

  
Brian J. Carricato, Council President

WESTMORELAND COUNTY LAND BANK

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NEW BUSINESS:

A motion was made by Mr. Sciullo, second by Mrs. Wilson, to direct the Solicitor send the new lease agreement between the Borough and Kiski Area School District regarding the Davis Field. Motion carried.

President Carricato stated that he would like Council to approve the donation of \$40,000 to the Casino Theater to be used for the purchase of approximately new seats, of which, will complete the installation of all new seating in the Theater. He stated that the funds will come from the monies received from the filming of "Banshee". He also stated that this will be a one-time donation to the Casino Theater.

A motion was made by Mr. Rametta, second by Mr. Sciullo, to approve the aforementioned one-time donation to the Casino Theater. Motion carried.

ADJOURNMENT:

A motion was made by Mr. Sciullo, second by Mr. Rametta, to adjourn the meeting. Motion carried.

The meeting was adjourned at 9:00 p.m.

