

BOROUGH OF VANDERGRIFT

MINUTES OF THE VANDERGRIFT COUNCIL

MAY 4, 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

OTHER OFFICIALS:

Stephen DelleDonne, Secretary	Larry Loperfito, Solicitor
Theresa Geltz, Asst. Secretary	Lucien, Engineer

MINUTES:

The minutes of the April 6, 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 Mrs. Chvala, to hear from visitors at this time. Motion carried.

Karen Cramer, 910 Holland St., addressed Council in regards to a need to control the dust caused by the contractors working in the area.

Mrs. Wilson stated that the work in this area should be done within a week. She stated that fire department plan to seed the area of this concern.

Ms. Cramer also addressed Council to do something about dogs running at large. She stated that she almost attack by a dog. She stated that the police have been called numerous times, but Council needs to do something.

Solicitor Loperfido stated that Ms. Cramer should continue to call the police.

Christine Porter, 106 Hamilton Ave., addressed Council about the deplorable condition of the structure next door at 104 Hamilton Avenue. She stated that the structure, owned by Richard Greece, is abandoned and needs torn down. She questioned what can be done about this problem. She also stated that she has offered to purchase said property from Mr. Greece.

Solicitor Loperfido stated that Ms. Porter could contact the County Tax Claim Office to see if this property is scheduled for a judicial sale. He also stated that he will work with the Ordinance Officer on this matter.

Julie Martin, V.I.P., informed Council that the Kiski Area Youth Week will be taking over the clean-up project in town in the future.

Ms. Martin reported that the V.I.P. held a luncheon with a representative from West Penn Power regarding the grant for the new LED lights at the Columbia Parking Lot. She stated that matters of sustainability was discussed and having buildings evaluated for energy efficiency.

Tricia Pierce, 312 Lowell St., stated that the Christmas caroling project is scheduled for Saturday, December 19, 2015, at approximately 6:00 pm. She discussed her plans to promote this even. She also stated that Mr. Nasser has donated \$100.00, Geary & Loperfido donated \$250.00, and Spaniel Beer Distributor will donate the pop & ice.

Jim Mahathey, from the film "Banshee", reviewed plans for the filming on May 6<sup>th</sup> and May 8<sup>th</sup>. (See page 2-A & B) He also presented a Location Agreement between the Borough of Vandergrift and Screaming Spirit Productions, LLC.

President Carricato stated that the contents of said Agreement will be discussed under Solicitor's report.

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

MAYOR'S REPORT:

No Report

SECRETARY'S REPORT:



Screaming Spirits Productions LLC  
1310 Beulah Road  
Pittsburgh, PA 15235

Greetings:

You may be aware by now that our Cinemax show "Banshee" will be filming in and around the Vandergrift area. The series is being produced by Screaming Spirits Productions LLC, an arm of cable station HBO.

We are excited to be filming a portion of our movie in your neighborhood. Below are the details to be aware of.

On Wednesday May 6<sup>th</sup>, 2015, we will be filming at 148 Grant Avenue, Vandergrift PA 15690 from approximately 3pm to 11pm.

On Friday May 8<sup>th</sup>, 2015 we will be filming at the following locations from approximately 10am to 11pm:

- Vandergrift Train Station 77 Washington Avenue, Vandergrift PA 15690
- 199 Farragut Avenue, Vandergrift PA 15690
- 136 Grant Avenue, Vandergrift PA 15690
- 11<sup>th</sup> Street behind 149 Farragut Avenue, Vandergrift PA 15690

Our filming will consist of both exterior as well as interior scenes on the properties. **Our scenes WILL NOT include gunfire, explosions or chases.**

In order to work safely, we have worked closely with the Borough of Vandergrift to gather all necessary permits for our work. Part of our work requires us to have intermittent traffic control and we are working closely with Vandergrift Police to temporarily hold traffic on our filming roads. There may be minimal delays that last a few minutes. All businesses and residences will have access to their properties. All emergency vehicles always have the right of way.

You may notice some "No Parking" signs being placed in the neighborhood on Tuesday evening/Wednesday morning. These become effective on Thursday evening and expire early on Saturday morning.

We thank you in advance for your cooperation. Without you, the film industry would not continue to thrive and create jobs in Pittsburgh. If you have any questions or concerns, please do not hesitate to call or email. We look forward to a successful film shoot.

For general questions about the filming community in Pittsburgh please contact Steve Bittle at the Pittsburgh Film Office @ (412) 261-2744.

All the best,

**Joseph Stargensky**  
Assistant Location Manager  
(619) 944-6064 - cell  
[jstargensky@gmail.com](mailto:jstargensky@gmail.com)

**Ethan Green**  
Assistant Location Manager  
(412) 302-8079  
[ethangreen91@gmail.com](mailto:ethangreen91@gmail.com)

The Secretary informed Council that the loan from Scottdale Bank & Trust of \$412,673.00 for the LaBellvue Sewer Project that said loan has been satisfied. He stated that said note has been satisfied about a year and a half of the scheduled repayment.

The Secretary presented a proposal from General Code to provide codification service for the purpose of codifying the Borough's ordinances at a cost of \$16,135. He stated that 1998 was the last time a codification of the Borough's ordinances was performed.

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

#### ORDINANCE OFFICER'S REPORT:

President Carricato informed Council that the Ordinance Officer will be starting to get busy throughout the town to enforce Borough ordinances such grass cutting and property maintenance.

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

#### COMMUNICATIONS & CORRESPONDENCE:

The Secretary presented and reviewed the following correspondence:

Exhibit 1-A: Julia Martin, V.I.P.

Subject: Request permission to use Kennedy Park for the 9<sup>th</sup> Annual Arts & Crafts Festival on September 26<sup>th</sup> and 27<sup>th</sup>.

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to approve the aforementioned matter.

Exhibit 2-A: Julia Martin and Chris Zelonka, V.I.P.

Subject: Announce of PA Hero Walk the evening of Friday, June26th.

A motion was made by Mr. Rametta, second by Mr. Sciallo, to approve this event. Motion carried.

#### REGULAR AND STATED BILLS:

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

**Vandergrift Improvement Program, Inc.**

P.O. Box 77, Vandergrift, PA 15690

Phone: 724-567-5286 Email: vip15690@comcast.net

Website: <http://www.officialvandergrift.com>

A 501(c)(3) non-profit organization

**Mission Statement**

The Vandergrift Improvement Program's (VIP) mission is to protect, preserve and restore the historic commercial district and improve the quality of life in Vandergrift.

April 26, 2015

TO: Vandergrift Council

FROM: Julia Martin

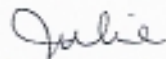
RE: Vandergrift Arts & Crafts Festival

Plans are underway for the 9<sup>th</sup> annual Arts & Crafts Festival. We are again planning a two day event, Saturday September 26<sup>th</sup> and Sunday, September 27<sup>th</sup>. The V.I.P. along with the Vandergrift Public Library is requesting permission to use Kennedy Park to host the event. Use of the stage and electric will be needed too. Vendors will be charged for electric and that fee will be in turn given to the Borough.

Last year's event worked well in the park. We expanded to include crafters last year and this year hope to add home based direct sales businesses. There will be food, entertainment and kids activities the same as in the past.

If you have any questions or are available to help at the festival please give me a call. I can be reached at 724-567-6762 work, or cell 724-640-6402.

Thank you for your consideration.



Julia Martin

And the festival Committee

May 1, 2015

TO: Vandergrift Borough Council

FROM: Julia Martin and Chris Zelonka, Vandergrift Improvement Program

RE: PA Hero Walk

The PA Hero Walk is scheduled to arrive in Vandergrift on the evening of Friday, June 26th. The plan is for walkers to follow the River Road from Apollo to North Vandergrift, cross the Vandergrift Bridge, go up Columbia Ave. and down Grant Ave. to the Casino Theatre. With your permission we would like to turn the Grant Ave. section into a short parade. The approximate arrival time for the walkers is 7:00pm.

The Vandergrift Veterans Honor Guard has been contacted to greet the walkers and the Vandergrift Fire Departments have been asked to display the large American flag over Grant Ave. Plans for a short ceremony at the Casino are being worked on.

Your permission, help and suggestions for welcoming the PA Hero Walk to Vandergrift would be appreciated.

Thank you  
Julie and Chris

SPECIAL BILLS:

The Secretary presented a request from Bove Engineering Company to approve the submission of a PennVest Request Payment No. 15 in the amount of \$632,351.28. He stated that this amount reflects the reimbursement of interest Estimate No. 12 in the amount of \$731.63; 2A Construction Estimate No. 14 (Monzo) in the amount of \$383,786.60; 2B Construction Estimate No. 14 (Johnston) in the amount of \$202,673.05; and Engineering Estimate No. 16 in the amount of \$45,160.

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

The Secretary presented an invoice from Sports & Recreation Associates in the amount of \$20,722.50, represented work completed to date on the installation of the new playground equipment at the Jackson Avenue Playground. (See page 4-A)

A motion was made by Mr. Sciallo, second by Mr. Rametta, to approve payment of the aforementioned invoice in the amount of \$20,722.50. Motion carried with Mrs. Wilson abstaining.

STREET & SANITATION REPORT:

Chairperson Sciallo question the Engineer as to when the Borough can advertise for bids regarding the street reconstruction project to funded with Community Development Block Grant funding.

Engineer Lucien Bove stated that bids can be let out in June, and that the Borough can specify that bids will be held for a ninety (90) day period. He stated that some of the streets have bad curbing, of which, will be repaired with asphalt material.

Engineer Bove question whether or not Council wishes to keep the milling material.

Mr. Sciallo stated that he would like to think about this for the time being.

Mr. Sciallo stated that Delaware Avenue is deplorable shape. He recommended that this street be repaired if funding is available. He also stated that the bidding of Delaware will need to be down separately from the CDBG street project.

Mrs. Wilson requested that Council considered reconstruction the portion of Pennsylvania Avenue, from Delaware Avenue to the LaBellvue Road.

President Carried recommended that both of the streets mentioned should be let out for bids.



## 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*  
CHRISTINE A. WILSON

*May 4, 2015*

# 1  
7

VANDERGRIFT BOROUGH  
2015  
KENNEDY PARK PLAYGROUND IMPROVEMENT PROJECT  
USING BOROUGH GENERAL FUNDS

CONTRACTOR: Sports and Recreation Associates

April 30, 2015

PAYMENT ESTIMATE NO. 1  
PERIOD ENDING: April 30, 2015

CHANGE ORDER SUMMARY  
Final Adjusted Change Order: \_\_\_\_\_ Date \_\_\_\_\_ Addition \_\_\_\_\_ Deduction \_\_\_\_\_  
Net Change: \_\_\_\_\_

COST SUMMARY

ORIGINAL CONTRACT AMOUNT	\$56,704.00
FINAL ADJUSTED CHANGE ORDER	\$0.00
PRESENT VALUE OF CONTRACT	<u>\$56,704.00</u>
TOTAL WORK THIS ESTIMATE	\$23,025.00
PLUS TOTAL PREVIOUS ESTIMATES	.00
EQUAL TOTAL WORK TO DATE	<u>\$23,025.00</u>
(LESS 10% RETAINAGE)	(\$2,302.50)
SUBTOTAL	<u>\$20,722.50</u>
(LESS PREVIOUS PAYMENTS)	\$0.00
AMOUNT DUE THIS PAYMENT	<u>\$20,722.50</u>

Recommended:  4/30/2015  
Lucien Boyer P.E. Date

Accepted: \_\_\_\_\_ (see attached Invoice) 4/30/2015  
Sports and Recreation Associates Date

Approved:  4-4-15  
Vandergrift Borough Date

NOTE: Contractor must provide a one-year Maintenance Bond in the amount of 20% of the Present Value of Contract prior to final payment.

A motion was made by Mr. Sciallo, second by Mr. Rametta, to prepare bids for the advertisement of the street reconstruction of Delaware and Pennsylvania Avenues, as mentioned above. Motion carried with Mrs. Wilson abstaining.

A motion was made by Mrs. Chvala, second by Mr. Moliterno, to accept the Street & Sanitation Report. Motion carried.

ENGINEER'S REPORT:

Engineer Bove reported that approximately 77% of the sewer separation project has been completed to date. He stated that most of the restoration work is left.

Mr. Moliterno stated that the heavy construction equipment used in the project has caused extensive damage to the Borough streets, especially Jackson Avenue. He stated that this street, and others, will need to be repaved.

President Carricato suggested that members of Council wait until the project is completed, at which time, a list can be compiled of areas that need to be addressed by the contractors prior to making any final payments.

Mrs. Wilson stated that a portion of the 100 Block of Lowell Street, of which was repaved by Glenn Johnston, is unraveling and needs addressed by the contractor. She also stated that the middle section of Poplar Street needs sealed.

Mrs. Wilson recommending the dumping of material on residential properties along Bryant Street and Alabama Avenue, should be prohibited due to the heavy equipment ruining these streets.

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:

Chairperson Moliterno stated that Ron Ferrara, 511 Emerson Street, has submitted a Persons with Disability Parking Place Application. He stated that off-street parking is not available and Mr. Ferrara meets other requirements set forth in the ordinance, and therefore recommends that his application be approved.

A motion was made by Mrs. Chvala, second by Mr. Sciallo, to approve Mr. Ferrara's request for a handicap parking space. Motion carried.

Mr. Moliterno stated that Bernadine Molnar, 302 ½ Sycamore Street, has submitted a Persons With Disability Parking Place Application. He stated that off-street parking is not available and that Ms. Molnar meets other requirements set forth in the ordinance, and therefore recommends that her application be approved. Motion carried.

A motion was made by Mr. Moliterno, second by Mrs. Wilson, to approve Mrs. Molnar's request for a handicap parking space. 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:

Chairperson Rametta reported that repairs to the roof at the Borough's maintenance building will be repaired by J & J Roofing at a cost of \$1,000.00.

Mr. Rametta stated that he met a company at the Borough's convention who can retrofit the Borough's street lights with LED lights at half the cost of purchase a new light.

Mrs. Wilson stated that the railing going up the steps from Lowell St. to 29<sup>th</sup> St. needs wired brushed and painted. She recommended that this could be a project for the youth.

A motion was made by Mr. Sciallo, second by Mrs. Wilson, to accept the Building & Grounds Report. Motion carried.

#### TREE & LIGHT REPORT:

Chairperson Wilson reported that she has solicited three proposals for this year's tree trimming and removal program. She stated that a Committee meeting will be held when the proposals are received.

A motion was made by Mr. Sciallo, second by Mrs. Chvala, to accept the Tree and Light Report. Motion carried.

#### GENERAL GOVERNMENT REPORT:

President Carricato stated that an alternate to the Vandergrift Civil Service Commission is needed. He stated that John Massari has agreed to accept this appointment.

A motion was made by President Carricato, second by Mr. Sciallo, to appoint John Massari as an alternate to the Vandergrift Civil Service Commission. Motion carried.

A motion was made by Mrs. Chvala, second by Mr. Sciallo, to accept the General Government Report. Motion carried.

RECREATION REPORT:

Mr. Rametta informed Council that leaks to pool have been located, repaired and pressure tested. He also stated that to date there ten available lifeguards for this season.

Mr. Rametta stated that he is waiting for a bid proposal from Sports & Recreation Associates for placing mulch in areas at the Jackson Avenue Playground.

A motion was made by Mrs. Chvala, second by Mrs. Wilson, to accept the Recreation Report. Motion carried.

SOLICITOR'S REPORT:

Solicitor Loperfito reviewed the Location Agreement between the Vandergrift Borough and the Screaming Spirit Productions, filming of the series "Banshee". He stated that Borough grants the right to use of approve public places in the Borough for filming purposes. He also stated that Agreement states that the production company will compensate the Borough \$200,000.00, which totals an amount of \$25,000 for each of the episodes. (See page 7-A)

A motion was made by Mr. Sciallo, second by Mrs. Wilson, to approve the aforementioned Agreement and to authorize the President of Council to execute the same. Motion carried.

Solicitor Loperfito presented for adoption Resolution No. 4-2015 regarding the borrowing of \$80,000 from the First Commonwealth Bank at interest of 2.01% to be repaid over a five year period. (See 7-B thru 7-E)

A motion was made by Mrs. Chvala, second by Mr. Sciallo, to adopt Resolution No. 4-2015. Motion carried.

Solicitor Loperfito presented for Council's approval an inter-municipal agreement between the Vandergrift Borough and the City of New Kensington regarding the use of the New Kensington jail facility at a cost of \$85.00 per day.

The following roll call vote was taken regarding the aforementioned inter-municipal agreement:

Jim Rametta - Yes  
Christine Wilson - Yes  
Brian Carricato - Yes  
Kathleen Chvala - Yes  
Vernon Sciallo - Yes

7-A

LOCATION AGREEMENT

Vandergrift Borough  
 (Name of Owner of Property)

Dated as of: May 4, 2015

(Address)  
 109 Grant Avenue Vandergrift, PA 15690  
 (City, State, Zip Code)

Brian Carricato 724-567-7818  
 (Telephone)

Location and Description of Property: Vandergrift Borough, 109 Grant Ave Vandergrift PA 15690. Use of approved public areas within the town of Vandergrift, PA for filming on the public Streets, parking in Borough owned parking lots and at Parking at Meters in approved areas. Access to barricades for closures of roads while filming, permits, access to water for possible wet downs of streets (subject to separate agreement with MAWC or other suppliers). Use of Form Sr Center Building owned by the Borough of Vandergrift.

Commencing on or about: March 18, 2015 (Start of Prep Work) Fee: \$200,000.00 per 8 episode season shot in Vandergrift, on public property, during season four (4) only, to be paid in installments over the course of the filming season 2015. In addition, Screaming Spirit Productions, LLC shall pay for any necessary assigned police protection as billed and shall reimburse the Borough for any expenses and fees incurred.

1. For the Fee specified above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby grant to **Screaming Spirit Productions, LLC** ("Producer") and its licensees, successors and assigns the right to enter and remain on the Property until all scenes and work are completed and to photograph, film, tape, record and reproduce the Property and scenes thereon (interior and/or exterior, including signage) (such photography, film, tape and other recordings collectively, the "Recordings"), and the exclusive right (but not the obligation) to use, reproduce, exhibit and otherwise exploit the Recordings, in whole or in part, in any and all media now known or hereafter devised, throughout the world.

2. Producer may: (a) bring personnel, equipment, props and temporary sets onto the Property, provided Producer shall remove the same upon completion of work and all sets, props and equipment shall remain Producer's property and shall not become fixtures by reason of their use on the Property unless otherwise agreed by and between the parties; (b) visit, story-board, or otherwise inspect the Property at reasonable times to plan and set up prior to photography; (c) re-enter the Property after completion of principal photography for the purpose of making added scenes and retakes; and (d) use the real and/or fictionalized name(s) of the Property. The rights granted herein are in addition to and shall not limit any rights which Producer may have or enjoy as a member of the public.

3. No further charge is to be made, unless specifically set forth in this agreement during the term of this agreement. . . Producer may elect at any time not to use the Property, or to discontinue any use if commenced, by giving written notice of such election and by paying all amounts due, if any, pursuant to this paragraph. Thereafter, Producer shall have no further obligation to you other than pursuant to Paragraph 5 below. You realize that in photographing or otherwise recording the Property, which is at substantial cost to Producer, Producer is relying upon the rights and privileges granted hereunder, and you will not receive and will not claim any further consideration.

4. Producer shall solely and exclusively own and control all rights, title and interest of whatever nature (including without limitation all copyrights) in and to the Recordings, throughout the world, in perpetuity.

5. Producer hereby agrees to hold you harmless of and from any and all liability and loss that you may suffer or incur by reason of any accidents or other damage to the Property negligently caused by Producer (ordinary wear and tear excepted). Your sole remedy for a breach by Producer of any of Producer's obligations hereunder shall be an action at law for money damages, it being agreed that in no event shall you, your successors and assigns, or any other party now or hereafter having an interest in the Property, seek or be entitled to injunctive or other equitable relief, to rescind, revoke or restrain this agreement or any of the rights or privileges granted hereunder, or to enjoin, prevent or otherwise interfere with the distribution, exhibition or other exploitation of the Recordings. Producer shall provide a copy of the insurance certificate which shall be in place throughout any use of any portion of the Borough property, as identified in this agreement and shall provide coverage in a form and amount as agreeable to the Borough. Said policies of insurance shall be in place and effective prior to any filming within the Borough on Borough property.

6. You agree that before, during and after the term hereof, you shall not disclose, publish, distribute, make use of or otherwise exploit, whether orally, in writing or by any electronic or other means (including, without limitation, via newspapers, magazines, television or radio programs, websites, blogs, social networks, posts, e-mails, texts, photos, etc.), any material or information regarding Producer's use of the Property and/or the motion picture(s) being produced by Producer, including without limitation any script(s), plot(s), locations, footage, characters, or the identity of the production, the network, or any performer, writer, director or other personnel.

7. You hereby represent and warrant that you own and/or control the public Property of the Borough of Vandergrift and have the full right, power and authority to enter into this agreement and grant the rights herein granted, and that the consent of no other party is necessary for Producer to use the public Property of the Borough of Vandergrift unless otherwise leased to a third party or to exercise or enjoy the full rights and privileges granted herein. You agree to indemnify and hold Producer and its licensees, successors and assigns harmless from and against any and all loss, costs, liability, damages or claims of any nature arising from or relating to a breach of the foregoing warranty.

8. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument

Screaming Spirit Productions, LLC

ACCEPTED AND AGREED TO:

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

Very truly yours,  
 By: Brian Carricato  
 Borough of Vandergrift

RESOLUTION

No. 4, Enacted May 4, 2015

Of

BOROUGH OF VANDERGRIFT  
Westmoreland County, Pennsylvania  
\$80,000.00  
GENERAL OBLIGATION NOTE, SERIES 2015

WHEREAS, the Governing Body of the above-named Local Government Unit (the "Local Government Unit") deems it advisable to borrow the amount shown above, pursuant to the Local Government Unit Debt Act (the "Act"), for the purpose of acquiring, constructing, improving or renovating the building, facilities or other physical plant, purchasing or obtaining the equipment and/or otherwise acquiring the capital items listed on Exhibit P hereto (the "Project"); and

WHEREAS, the Local Government Unit has obtained estimate(s) of the cost(s), and has determined the useful life, of the Project by any one or more of the following methods: taking bids, obtaining an option for a fixed price contract or obtaining estimates from registered architects, professional engineers or other persons qualified by experience; and

WHEREAS, **FIRST COMMONWEALTH BANK** (the "Bank") has presented a written purchase contract (the "Purchase Contract"), attached hereto as Exhibit PC, to purchase a note to be issued by the Local Government Unit in order to achieve the financing of the Project;

NOW, THEREFORE, it is hereby enacted that:

Section 1 -- Authorization.

1.01. The Local Government Unit hereby authorizes the incurrence, and the increase of its nonelectoral indebtedness in the principal amount set forth above, to be evidenced by an installment note (the "Note"), in the form attached hereto as Exhibit N, in order to pay the costs of the Project. The Note will be dated the date of its delivery, will bear interest at the rate and will be payable (or will be subject to redemption or will mature) on the dates shown on Exhibit PC.

1.02. The President and the Secretary or their duly elected and acting successors (the "Designated Officers") are hereby authorized and directed to execute and deliver such documents, and to do and perform all acts necessary and proper for the issuance and further security of the Note, including its execution and sealing and delivery to the Bank.

1.03. The Designated Officers are hereby further authorized and directed to provide to the Bank, a copy of the audited financial statements of the Local Government Unit no later than 270 days after each fiscal year end of the Local Government Unit while the Note is outstanding.

Section 2 -- Preparation of Debt Statement.

As required by §8110 of the Local Government Unit Debt Act, the Designated Officers of the Local Government Unit are hereby authorized and directed to prepare, execute and acknowledge the Debt Statement, and its accompanying Borrowing Base Certificate, forms of which are attached hereto as Exhibit DS.

Section 3 -- Security and Payment of Note.

3.01. The Note shall be a general, full faith and credit, unlimited tax obligation of the Local Government Unit. The Local Government Unit hereby covenants with the Bank and with subsequent holders, from time to time, of the Note that it will (a) include the amount of the debt service for each fiscal year in which any installment of principal or interest is payable in its budget for that year, (b) appropriate such amounts to the payment of such debt service and (c) duly and punctually pay or cause to be paid the principal of and interest on the Note on the dates at the place and in the manner stated therein according to the true intent and meaning thereof; for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and taxing power.

3.02. The Local Government Unit does hereby create, and orders to be established (in its name and identified by reference to the Note), a Sinking Fund for the payment of the Note with the Bank, and does further covenant to maintain such Sinking Fund with a bank, in accordance with the Local Government Unit Debt Act, until the Note is paid in full. The Designated Officer is hereby authorized and directed to contract with the Bank for its services in such capacity, except as the same may be included in the Purchase Contract.

Section 4 -- Reserved.Section 5 -- Tax Covenants.

5.01. The Local Government Unit hereby covenants that no part of the proceeds of the Note will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Note, would have caused the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the Regulations thereunder applicable to the Note and that it will comply with the requirements of that Section and the Regulations throughout the term of the Note.

5.02. If: (a) the principal amount of the Note plus the aggregate principal amount of all other tax-exempt obligations issued and to be issued by or on behalf of the Local Government Unit during the current calendar year exceeds \$5,000,000 (\$15,000,000 in the case of certain debt issued for educational purposes); and if (b) the gross proceeds of the Note are invested at a yield greater than the yield on the Note; and if (c) the gross proceeds of the Note are not expended or deemed to have been expended either within six months from the date of issuance, or, if the Project is a construction project, within two years from the date of issuance (and according to certain periodic expenditure thresholds), all pursuant to §1.148.7 of the Regulations, the Local Government Unit covenants that it will rebate to the U.S. Treasury, at the times and in the manner required by the Code, the difference (if a positive number) between the investment income received on the Note proceeds and the investment income that would have been earned had the Note proceeds been invested at the yield of the Note.

5.03. The Local Government Unit hereby designates the Note as a Qualified Tax-Exempt Obligation pursuant to Section 265(b)(3) of the Code and represents that the total amount of obligations



designated and to be designated by or on behalf of the Local Government Unit during the current calendar year does not and is not expected to exceed \$10,000,000.

5.04. The Local Government Unit will file IRS Form 8038-G (or 8038-GC if applicable) and any other forms or information required by the Code or the Regulations to be filed with the Internal Revenue Service in order to further ensure the exclusion of the interest on the Note from gross income tax for federal income tax purposes.

#### Section 6 – Covenants of Local Government Unit

6.01 The Local Government Unit hereby covenants that so long as the Note remains outstanding, and money is due to the Bank pursuant thereto, it will:

- (a) Adopt a budget each year such that all revenues it expects to receive will be in an amount sufficient to pay the costs of operating and paying all debt, including the Note as and when due; and
- (b) Maintain its existing deposit accounts at the Bank; and
- (c) Reserved.

#### Section 7 – Events of Default

The occurrence of any of the following events shall be deemed an Event of Default:

- (a) Default in the payment of principal or interest on the Note for a period in excess of fifteen (15) days or any other default under the terms of the Note; or
- (b) Default in the performance of any covenant or agreement set forth in this Debt Resolution or in the Note or the occurrence of a default under any other agreement between the Local Government Unit and the Bank; or
- (c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to this Debt Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or
- (d) The Local Government Unit shall fail or refuse to comply with any provisions of the Local Government Unit Debt Act, or shall for any reason be rendered incapable of fulfilling its obligations hereunder or thereunder; or
- (e) The Local Government Unit shall become insolvent or shall be unable to pay its debts as they mature, or the Local Government Unit shall cease operations, file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition pursuant to any Act of Congress relating to bankruptcy, or shall be the subject of any order for relief, or shall make an assignment for the benefit of creditors or make an assignment to an agent (authorized to liquidate any substantial amounts of the assets of the Local Government Unit), or shall apply for or consent to or suffer the appointment of a receiver or trustee for the Local Government Unit or a substantial part of its property; or

(f) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Local Government Unit or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Local Government Unit, or an order shall be entered at either the state court level enjoining or preventing the Local Government Unit from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Bank by the Local Government Unit.

Upon the occurrence of an Event of Default specified in clause (e) or (f) above, the outstanding principal balance and accrued interest under the Note, together with any additional amounts payable thereunder or herewith shall be immediately due and payable without demand and without notice of any kind, at the Bank's option. Further, at the Bank's option, the Note will bear interest at the Default Rate (as defined in the Note) from the date of the occurrence of the Event of Default, and the Bank may exercise from time to time any of the rights and remedies available under the loan documents or under applicable law.

Section 8 – Award.

Having determined that a private sale by negotiation of the Note is in the best financial interest of the Local Government Unit, the Governing Body hereby awards and sells the Note to the Bank in accordance with the Purchase Contract which, as presented at this meeting, is hereby accepted and shall be executed by the Designated Officers.

Section 9 – Note Resolution a Contract.

This Resolution shall be deemed to be a contract with the holders, from time to time, of the Note.

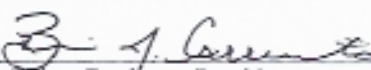
DULY ENACTED on May 4, 2015.

BOROUGH OF VANDERGRIFT

Attest:

  
Stephen DelleDonne, Secretary

By:

  
Brian Carricato, President

Frank Moliterno - Yes  
Lenny Collini - Not participating

Solicitor Loperfido presented for adoption Resolution No. 8-2015 regarding the approval of the subdivision request of the Owens Family Cemetery Association. He stated that the Vandergrift Planning Commission has approved said subdivision. (See page 8-A)

A motion was made by Mrs. Wilson, second by Mrs. Chvala, to adopt Resolution No. 8-2015. Motion carried.

Solicitor Loperfido presented for adoption a Cell Phone and Personal Electronic Device Policy. (See page 8-B)

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

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

UNFINISHED BUSINESS:

Mrs. Wilson stated that the gas company needs to be contacted regarding the replacement of the bricks at the corner of Linden & Sycamore Streets.

Solicitor Loperfido stated that he would contact the gas company about this matter.

Mr. Rametta stated that something needs to be done regarding the old Anchor Building, the Kuhns Building and the former 5 & 10 Store. He stated that these buildings need condemned.

Solicitor Loperfido stated that he has a letter going out to the owner of the Anchor Building requesting that work be done to correct the existing problems.

ADJOURNMENT:

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

The meeting was adjourned at 8:28 p.m.

RESOLUTION 8 OF 2015

A RESOLUTION OF THE BOROUGH OF VANDERGRIFT, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA, REGARDING THE SUBDIVISION REQUEST FOR THE OWENS FAMILY CEMETERY ASSOCIATION SUBDIVISION DATED JULY 11, 2014 AND REVISED FEBRUARY 13, 2015.

WHEREAS, the Borough of Vandergrift Planning Commission met on April 13, 2015, relative to a preliminary review of the plan of the Owens Family Cemetery Association said property located on Delaware Avenue in the Borough of Vandergrift, County of Westmoreland and Commonwealth of Pennsylvania; and,

WHEREAS, as a result of said hearing, the Commission provided final approval of the subdivision and has directed the same to be provided to the Council of the Borough of Vandergrift for final approval;

NOW THEREFORE, BE IT RESOLVED, this 4<sup>th</sup> day of May, 2015 that the Council of the Borough of Vandergrift does hereby approve the request for subdivision of the Owens Family Cemetery Association.

BOROUGH OF VANDERGRIFT

BY: Brian J. Carricato  
BRIAN J. CARRICATO,  
Council President

ATTEST:

Stephen J. DelleDonne (SEAL)  
STEPHEN J. DELLEDONNE,  
Borough Secretary

APPROVED:

Louis Purificato  
LOUIS PURIFICATO, Mayor

**CELL PHONE AND PERSONAL ELECTRONIC DEVICES POLICY**

Employees are prohibited during working time from using cell phones or other mobile electronic devices, including for texting, accessing web content, emailing or photographing, while driving or operating any motor vehicle or other equipment. When driving or operating a motor vehicle or other equipment, cell phones are only to be used to report an accident, report mechanical trouble, or in the case of an emergency. Other than during driving and operating any motor vehicle or other equipment, limited use of cell phones or other mobile electronic devices is permitted during working time provided the communication is short in duration and does not interfere with Borough business or the performance of the employee's duties.

This policy, as adopted by the Council of the Borough of Vandergrift, on the 4<sup>th</sup> day of May, 2015, shall be in full force and effect as of its enactment and shall apply to all Borough employees.

ADOPTED, the 4<sup>th</sup> day of May, 2015 at Vandergrift, Pennsylvania.

**BOROUGH OF VANDERGRIFT**

BY:   
BRIAN J. CARRICATO,  
Council President

ATTEST:

 (SEAL)  
STEPHEN J. DELLEDONNE,  
Borough Secretary