

BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019
(412) 561-8900
FAX (412) 561-7805
www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

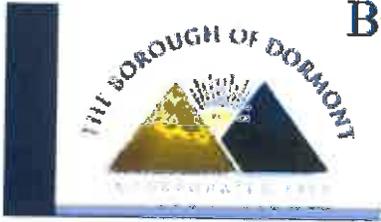
MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANELE VENTRESCA

BUSINESS MEETING April 4, 2016

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Registered Comments from the Public
5. Comments from the Mayor
6. Committee Reports
7. Council President's Report
8. Borough Manager's Report
 - a. Potomac Project Presentation with Dr. John Snyder
9. Consent Agenda
 - a. Motion to approve the written report of the Solicitor.
 - b. Motion to approve the written reports of Borough Officials.
 - c. Motion to approve the Minutes of the March 7, 2016 Council Meeting.
 - d. Motion to approve the Warrant list for March 2016.
 - e. Motion to approve the recommendation of the Traffic and Parking Planning Commission to approve the application for a Reserved Accessible Parking Space at 1128 Mississippi Avenue.
 - f. Motion to approve the recommendation of the Traffic and Parking Planning Commission to approve the application for a Reserved Accessible Parking Space at 3114 Pioneer Avenue.
 - g. Motion to accept the resignation of T.J. Conroy as Deputy Emergency Management Coordinator.



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019
(412) 561-8900
FAX (412) 561-7805
www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANELE VENTRESCA

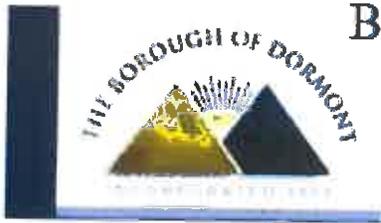
BUSINESS MEETING

April 4, 2016

- h. Motion to accept the recommendation of the manager to appoint James Koleski as the Deputy Emergency Management Coordinator.
- i. Motion to accept the Engineer's recommendation to approve bid of \$34,000 by R&B Contracting and Excavating, Inc., for CD Year 41 Application.
- j. Motion to accept recommendation of the manager to appoint Jonathon Franks to the Traffic and Planning Parking Commission.
- k. Motion to accept the recommendation of the engineer to award 2016 Street and Alley Reconstruction and Resurfacing Projects Contracts A & B Base Bids to Mele & Mele & Sons, Inc.

10. Action Items

- a. Motion to approve the application for a Reserved Accessible Parking Space at 2956 Voelkel Avenue, which was not recommended by the Traffic and Parking Planning Commission.
 - i. Council Discussion
 - ii. Public Comment
- b. Motion to approve advertisement of Ordinance #1615, Amending Chapter 8 Section 39 of the Code of the Borough of Dormont, to create a method for hiring a Fire Chief through the Civil Service process. – Councilperson Kate Abel, Chair, Public Safety/Service Committee
 - i. Council Discussion
 - ii. Public Comment
- c. Motion to approve Resolution #4, 2016, adopting the Allegheny County Hazard Mitigation Plan, as required by Title 35 of the Pennsylvania Emergency



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019
(412) 561-8900
FAX (412) 561-7805
www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANIELE VENTRESCA

BUSINESS MEETING April 4, 2016

Management Services Code. - Councilperson Kate Abel, Chair, Public

Safety/Service Committee

- i. Council Discussion
- ii. Public Comment

d. Motion to approve Resolution #5, 2016, Establishing Procedures for Approval of Expenditures for the Dormont Stormwater Authority. – Councilman Drew Lehman, Chair, Finance and Legal Committee

- i. Council Discussion
- ii. Public Comment

e. Motion to approve Proclamation naming April 2016 as National Autism Awareness Month in the Borough of Dormont. – Requested by Councilperson Daniele Ventresca

- i. Council Discussion
- ii. Public Comment

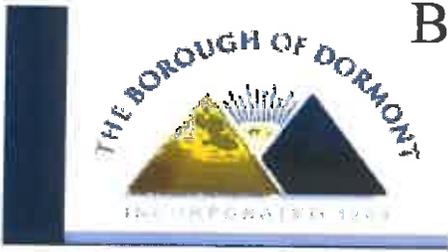
f. Motion to approve the sale of Borough of Dormont Conservatorship property located at 2708 Broadway Avenue to Upstreet Properties, LLC for the price of \$28,000. – Councilman Jeff Fabus, Chair, Buildings, Property, and Grounds Committee

- i. Council Discussion
- ii. Public Comment

11. Discussion Items

12. Citizens' Comments

13. Adjournment



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
CAFARDI, FERGUSON, WYRICK, WEIS + STOTLER, LLC

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANIELE VENTRESCA

TO: Borough Council

FROM: Benjamin Estell, Borough Manager

SUBJECT: Summary of Activities for the month of March 2016

DATE: April 1, 2016

Meetings Attended:

March 1, 2016: Meeting with Columbia Gas and Pennsylvania American Water to discuss Potomac Avenue line replacements.

March 2, 2016: Attended hearing at Magistrate's Office regarding Cassandra's Flowers signage. Decision went against Borough. We are discussing appeal.

March 2, 2016: Meeting with Monica Dahlkemper and representatives of Home Modifications group regarding Accessibility ramp on Potomac Avenue residential property.

March 3, 2016: Meeting with representative from Unilock Pavers to discuss results of site visits.

March 4, 2016: Meeting with John Snyder and Todd Irwin to discuss Glenmore Avenue property and options.

March 8, 2016: Saw Mill Run Integrated Watershed Meeting

March 8, 2016: Planning call with Meredith Cottrell of Accela.

March 16-18, 2016: Attended PELRAS Conference in State College.

March 21, 2016: Pension Audit Closeout with Julie Clausen

March 25, 2016: Discovery call with Meredith Cottrell of Accela

March 29, 2016: Meeting with John Snyder, Councilwoman Hodson, and David Howey (President of Chicago Franchise) to discuss business opportunities in the Potomac Corridor.

March 30, 2016: Demo, Review, Approval, Templates/Workflow Training Session - Accela

February 17, 2016: Meeting with Joe Hackett of LaQuantra Bonci to review Potomac concept drawings.



CAFARDI FERGUSON WYRICK WEIS + STOTLER llc

MEMORANDUM

TO: DORMONT BOROUGH COUNCIL, MAYOR AND MANAGER

FROM: JOHN H. RUSHFORD, ESQUIRE

RE: SOLICITOR'S REPORT FOR MARCH OF 2016

DATE: APRIL 1, 2016

1. **BLIGHTED PROPERTIES** – I am obtaining a Court authorization to sell the Broadway property. The sale price is Twenty Eight Thousand Dollars (\$28,000)
2. **BARBARA JEAN FELDMAN ET. AL. V BOROUGH OF DORMONT.** This is a pro se complaint filed in Federal Court against the Borough, Berkheimer Tax Administrator, Jordan Tax Service, Inc., Keystone Oaks School District and Goehring, Rutter & Boehm. Ms. Feldman claims that her 401(K) was incorrectly taxed. We prepared a motion to dismiss for failure to make a claim. Specifically, 401(k) plans are in deed taxable. The Court after reviewing our motion to dismiss and brief dismissed the case. Ms. Feldman has filed an appeal of this decision to the Third Circuit Court of Appeals. We prepared a brief to the Third Circuit. We joined in support of the Appellants' legal position. The Third Circuit has ruled in our favor. Ms. Feldman has filed for reargument.
3. **DORMONT STORMWATER AUTHORITY.** The Authority has had it first organizational meeting. A resolution setting forth a protocol for Borough spending is an item on the consent agenda.
4. **WILLIAM BRADLEY V. BOROUGH OF DORMONT.** This is a claim brought by a man who abandoned his vehicle after it had been towed by the Police Department. According to the Borough Ordinance on Abandoned Vehicles, after the vehicle was unclaimed and the requisite notice was sent, the vehicle can be sold. Mr. Bradley is claiming that since he was in the hospital at the time that he is entitled to an economic recovery for the value of the vehicle. The case was heard by the Magistrate Judge Blaise Larotonda. After the presentation of evidence, the Judge ruled in the Borough's favor. He found that the Borough followed its ordinances on removal, impoundment and sale of vehicle. Mr. Bradley has filed an appeal. The Court dismissed this appeal. We are waiting to see if an appeal will be filed.
5. **SCHAEFER V. BOROUGH OF DORMONT.** This is a claim that was submitted for a Woman's injury on a sidewalk. She claims the sidewalk was owned by the Borough. The



Borough does not own or maintain the sidewalk. We indicated this to Counsel for the Ms. Schaefer. We will keep you up to date on this.



C
 02422 PA0020800
 Juris No. ORI (NCIC) No.

**PENNSYLVANIA
 MONTHLY RETURN OF PERSONS CHARGED**

AC
 OR
 OT

CLASSIFICATION OF OFFENSES

Arrested Held for Prosecution Summoneed Notified or Cited Total Persons Charged Guilty of Offense Charged Guilty of Lesser Charge Acquitted or Otherwise Dismissed Referred to Juvenile Court Jurisdiction

PART I Offenses

01A Murder & Nonnegligent Manslaugh							
01B Manslaughter by Negligence							
020 Forcible Rape							
030 Robbery							
040 Aggravated Assault							
050 Burglary-Breaking and Entering	2		2				
060 Larceny-Theft (except M.V.)	1		1				
070 Motor Vehilce Theft							
080 Other Assaults	1		1				
090 Arson							
Total PART I	4	0	4	0	0	0	0

PART II Offenses

100 Forgery and Counterfeiting							
110 Fraud							
120 Embezzlement							
130 Stolen Property	1		1				
140 Vandalism	4		4				
150 Weapons:Carrying,Possession							
160 Prostitution & Commerc. Vice							
170 Sex Offenses							
180 Drug Abuse Violations							
190 Gambling							
200 Offenses Against Family&Child.	2		2				
210 Driving Under the Influence							
220 Liquor Laws							
230 Drunkenness	5		5				
240 Disorderly Conduct	1	1	2				
250 Vagrancy							
260 All Others (exc Traffic)	1	1	2				
Total PART II	14	2	16	0	0	0	0
Total Persons Charged	18	2	20	0	0	0	0

DORMONT BOROUGH POLICE DEPARTMENT

APRIL 01, 2016

Department Reporting
ALLEGHENY PA 15216
 County Zip Code
MARCH, 2016
 Report for the Month of

Date of Report
 Prepared By Title
 Head of Department

Calls for Service - by UCR Code

Incidents Reported Between 03/01/2016 and 03/31/2016



DORMONT BOROUGH

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0512	BURGLARY-FORCED ENTRY-RESIDENCE-DAY	1			
0524	UNLAWFUL ENTRY-NO FORCE-NONRES.-NIGHT	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	1			
0810	SIMPLE PHISICAL ASSAULTS	1			
1100	FRAUD	1			
1150	FRAUD - CREDIT CARDS	2			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	1			
1440	CRIMINAL MISCHIEF - ALL OTHER	0			
1821	NARCOTICS-MANUFACTURE-MORPHINE,HEROIN...	0	1		
2000	OFFENSES AGAINST FAMILY & CHILDREN	0	1		
2300	PUBLIC DRUNKENNESS	1			
2400	DISORDERLY CONDUCT	5	1	1	
2600	ALL OTHER CRIMES CODE VIOLATIONS	2			
2624	ALL OTHER OFFENSES - FALSE POLICE REPORT	2			
3100	ALARMS - BUSINESS/RESIDENCE	0	1		
3102	ALARMS - FIRE	12			
3110	ANIMAL - BARKING DOGS	3			
3111	ANIMAL - BITES	1			
3112	ANIMAL - OTHER (STRAYS, REFER TO A.C ETC	1			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	2			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	24			
3140	DISTURBANCE - BAR/RESTAURANT	4			
3141	DISTURBANCE - HOUSEHOLD	11			
3142	DISTURBANCE - PUBLIC AREA	3			
3143	DISTURBANCE - NOISE	7			
3147	DISTURBANCE - ALL OTHER	9			
3150	DRUNKENNESS - NO ARREST/NON CRIMINAL	1			
3160	HAZARD - TRAFFIC	2			
3172	JUVENILE - ALL OTHER	4			
3180	MENTAL COMPLAINT - REPORT ONLY	1			
3181	MENTAL COMPLAINT - 302/TRANSPORT	1			
3200	PROPERTY - LOST,FOUND,RECOVERED	1			
3201	PROPERTY - DAMAGE / NON-CRIMINAL	2			
3211	SERVICE - ASSIST OTHER AGENCY/P.D.	11			
3213	SERVICE - LOCK OUT /HOME OR VEHICLE	4			
3217	SERVICE - ALL OTHER	3			
3241	SUSPICIOUS CIRC. - PERSON(S)	12			
3242	SUSPICIOUS CIRC. - VEHICLE(S)	2			
3243	SUSPICIOUS CIRC. - ALL OTHER	21			
3244	SUSPICIOUS CIRC. - 9-1-1 HANG-UP CALL	1			
3252	TRAFFIC ACCIDENT - NON/REPORTABLE	8			
3253	TRAFFIC ACCIDENT - LEAVING THE SCENE	4			
3255	TRAFFIC ACCIDENT - ALL OTHER	2			
3260	TRAFFIC - ENFORCEMENT	5			
3261	TRAFFIC - FIRE SCENE ASSIST	6			
3262	TRAFFIC - IMPOUNDMENT/WHEEL LOCK	10			
3263	TRAFFIC - PARKING	9			
3264	TRAFFIC - PERMIT PARKING	1			

Calls for Service - by UCR Code

Incidents Reported Between 03/01/2016 and 03/31/2016



DORMONT BOROUGH

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3266	TRAFFIC - ALL OTHER	1			
3267	TRAFFIC SIGNAL REPAIR	3			
3270	WARRANT SERVICE - INSIDE AGENCY	2			
3271	WARRANT SERVICE - OUTSIDE AGENCY	4			
3272	PFA SERVICE - INSIDE AGENCY	2			
6004	TRAFFIC ACCIDENT INVOLVING DAMAGE	1			
CITT	TRAFFIC CITATION	10			
Total Calls		230			



**RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE**

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
1. HOMICIDE A. MURDER B. MANSLAUGHTER					
2. RAPE TOTAL					
A. RAPE B. ATTEMPTED RAPE					
3. ROBBERY TOTAL					
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. STRONG ARM (HANDS, ETC)					
4. ASSAULT TOTAL	1		1	1	
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. AGGRAVATED (HANDS, ETC) E. SIMPLE (HANDS, ETC)	1		1	1	
5. BURGLARY TOTAL	2		2	3 @	
A. FORCIBLE ENTRY B. UNLAWFUL ENTRY C. ATTEMPTED FORCIBLE	1 1		1 1	2 @ 1	
6. LARCENY THEFT TOTAL	2		2		
7. MOTOR VEHICLE THEFT TOTAL					
A. AUTOS B. TRUCKS AND BUSES C. OTHER VEHICLES					
9. ARSON TOTAL					
TOTAL PART I OFFENSES	5		5	4	

* EXCEPTIONAL CLEARANCES INCLUDED

@ INCLUDES OFFENSE(S) REPORTED IN PREVIOUS MONTHS

NUMBER OF POLICE OFFICERS KILLED		ASSAULTED
FELON	NEGLIG	

DORMONT BOROUGH POLICE DEPARTMENT

(412)561-8900

Department Reporting

ALLEGHENY, PA 15216

County

Report for the month of March, 2016

Date of Report: April 1, 2016

Prepared by _____

Juris No. 02422
 NCIC Code PA0020800

**RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE**

1 CLASSIFICATION OF OFFENSES PART II OFFENSES		2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
100. FORGERY & COUNTERFEIT.						
110. FRAUD		3		3		
120. EMBEZZLEMENT						
130. STOLEN PROP-REC,POSSES					2 @	
140. VANDALISM		1		1	1	
150. WEAPONS-CARRYING, POSSES						
160. PROSTITUTION, COMM VICE						
170. SEX OFFENSES (EX 02,160)						
180. DRUG ABUSE VIOL TOTAL						
SALE	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER					
POSSESSION	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER					
190. GAMBLING TOTAL						
A. BOOK MAKING B. NUMBERS, ETC. C. OTHER						
200.OFF AGAINST FAMILY & CHILD.		1		1	1	
210. DRIVING UNDER INFLUENCE						
220. LIQUOR LAWS						
230. DRUNKENNESS		5		5	5	
240. DISORDERLY CONDUCT		2		2	2	
250. VAGRANCY						
260. ALL OTHER OFFENSES		2		2	1	
TOTAL PART II OFFENSES TOTAL		14		14	12	



BOROUGH OF DORMONT

**REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL
HELD ON MONDAY, MARCH 7, 2016 7:00PM
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

Council President Maggio called the Meeting of the Dormont Borough Council to order at 7:00PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following members of Council responded to roll call:

Robert Palmieri, Jeff Fabus, Kate Abel, Daniele Ventresca, Drew Lehman, Joan Hodson,
John Maggio

Also present: Borough Manager Ben Estell
Solicitor John Rushford
Mayor Phil Ross
Junior Council Member Dana Nardoizzi

REGISTERED COMMENTS FROM THE PUBLIC

Paul Towhey is going to speak later in the meeting.

COMMENTS FROM THE MAYOR

Chief Bisignani informed that the Police Department responded to 228 calls for service during the month of February. Bisignani briefed on street sweeping starting April 1.

COUNCIL PRESIDENT'S REPORT

None.

BOROUGH MANAGER'S REPORT

Estell briefed on the GAP Audit, Liquid Fuels Audit and Pension Audit. Estell informed that he spoke with Lehman to discuss having a committee meeting to review the Borough's Audits with the members of Council.

Estell briefed on the Potomac Avenue project. Estell informed that during the April Council Meeting he should be able to show the residents and businesses what this project could look like.

CONSENT AGENDA

Motion by Ventresca, second by Abel to accept Consent Agenda Items A, B, C, D, E, F, G, H, I, J, K, L (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, C. Motion to approve the Minutes of the February 1, 2016 Council Meeting, D. Motion to approve the Minutes of the February 11, 2016 Special Council Meeting, E. Motion to approve the Warrant list for February 2016, F. Motion to accept the recommendation of the Manager to approve contract with Zambelli Fireworks to provide fireworks at Dormont Day for \$13,750.00, G. Motion to accept the recommendation of the Manager to approve Jeffrey Fabus as a member of the Recreation Board, H. Motion to accept the recommendation of the Manager to approve Kara Walsh as a member of the Recreation Board, I. Motion to accept the recommendation of the Manager to approve Monique Fontaine as a member of the Recreation Board, J. Motion to accept the request of the Tax Collector to exonerate him from 2015 uncollected taxes, K. Motion to accept the recommendation of the Engineer to approve proposal from Robinson Pipe Cleaning, Inc. in the amount of \$6,210.00 to review CCTV data and prepare NASSCO reports, L. Motion to accept the recommendation of the Manager to approve engagement letter with Cafardi Ferguson Wyrick Weis + Stotler, llc to represent the Borough of Dormont).

(Fabus abstained from Consent Letter G and Ventresca abstained from Consent Letter I)

Ventresca had questions about the Warrant list.

Motion carried 7-0.

ACTION ITEMS

- A. Motion by Lehman, second by Abel to Override Mayoral Veto of Ordinance #1614.
- i. Council Discussion: Palmieri distributed a statement concerning Stormwater and briefed on his views. *Statement attached.* Palmieri presented a slide show. Abel expressed the reason for her vote. Fabus presented a slideshow. *Slides attached.* Paul Towhey, 1442 Edgehill Avenue RE: Asked Fabus who is the staff member is working for that he mentioned in his slideshow. Bob Hutchison, 1332 Illinois Avenue RE: Expressed that he is in favor of the Mayor's Veto. Ventresca asked if the Borough is in compliance with MS4 requirements. The Borough Engineer McVicar briefed on the MS4 requirements. Ventresca asked Fabus about his plans to meet with the Stormwater Authority to put a moratorium together on all spending except for what is required. Ventresca verified with Fabus that if the Stormwater Authority doesn't agree to the moratorium that he would initiate an Ordinance to repeal the Stormwater Authority. Fabus verified. Ventresca asked if the Borough would have to go through the whole process again if the repeal went through. Rushford informed that the process would have to start over. Mayor Ross briefed on his conversations with Maggio about his decision to Veto. Lehman briefed on his views with the above motion and bringing Stormwater in house. Hodson expressed her concerns of eliminating the Stormwater Authority. Mayor Ross briefed on his Veto. Maggio gave figures on the expenses for Stormwater and his views on this issue.
 - ii. Public Comment: Matt Hamilton, 3246 Waltham Avenue RE: Presented a slideshow. *Slides attached.* Paul Towhey, 1442 Edgehill Avenue RE: Briefed on his views with Stormwater and that he disagrees with having a Stormwater Authority. Susan Bimle, 2941 Espy Avenue RE: Against the Stormwater Authority and asked why the Borough is not complying with the stormwater catch basins. Michelle Ross, 3251 Beacon Hill Avenue RE: Cost of cleaning out stormwater catch basins.

Dr. Richard Grubb, 2847 Glenmore Avenue RE: Handling Stormwater in house and asked the Mayor about his Veto.

Maggio read an email from George and Karen Larson at 2967 Belrose Avenue in regards to Stormwater and bringing it in house. Maggio also read a letter from Eileen Leo asking Council to dissolve the Stormwater Authority.

Frank Stumpo, 2923 Belrose Avenue, Former Chair of the Stormwater Committee - Council never approached the Stormwater Committee with any questions or concerns in the past except Lehman.

Roll call: Palmieri, No; Fabus, No; Abel, Yes; Maggio, Yes; Ventresca, Yes; Lehman, Yes; Hodson, No.

Motion fails 4-3.

B. Motion by Ventresca, second by Lehman to replace Resolution 15 of 2015, authorizing the Borough of Dormont to Enter into an Updated Interim Consent Order and Agreement with the Allegheny County Health Department.

i. Council Discussion: None.

ii. Public Comment: None.

Motion carried 7-0.

C. Motion by Lehman, second by Abel to accept recommendation of the Manager to approve contract with Jeff Ellis Management to manage the Dormont Pool in 2016 for \$116,412.36.

i. Council Discussion: Maggio briefed on why he was voting against this motion.

ii. Public Comment: None.

Roll call: Palmieri, Yes; Fabus, Yes; Abel, Yes; Ventresca, Yes; Lehman, Yes; Hodson, Yes; Maggio, No.

Motion carried 6-1.

DISCUSSION ITEMS

Palmieri briefed on the Borough's Comprehensive Plan, Dream Dormont.

CITIZENS' COMMENTS

Seth Davis, 3061 Latonia Avenue RE: Dream Dormont.

Ventresca briefed on upcoming events at the Hollywood Theater and Dormont's annual Easter Egg Hunt.

EXECUTIVE SESSION

Personnel

ADJOURNMENT

COUNCIL VOTES for 2015 and 2016 related to stormwater

2015

December 7th

ACTION ITEMS Motion by Costanzo, second by Martino to approve Total Maximum Daily Load Strategy Plan. Public Comment: Council Discussion:

Motion carried 7-0

Motion by Costanzo, second by Martino to approve a Resolution of the Commonwealth of Pennsylvania Department of Environmental Protection Consent Order and Agreement. Public Comment: Council Discussion:

Motion carried 7-0

November 2, 2015 Bill McCarney was not present

Motion by Costanzo, second by Fabus to approve proposed Ordinance #1610, regulating non-storm water discharges to the storm drainage system to comply with National Pollutant Discharge Elimination System. Borough Engineer McVicar gave an explanation of the ordinance. Public Comment: Council Discussion:

Motion carried 6-0.

Motion by Costanzo, second by second by Fabus to approve proposed Ordinance #1611, to implement updated Stormwater management controls as required by federal and state regulations. McVicar gave an explanation of the ordinance. Public Comment: Council Discussion:

Motion carried 6-0.

Motion by Costanzo, second by Martino to advertise the Commonwealth of Pennsylvania Department of Environmental Protection Consent Order and Agreement. Rushford gave a brief explanation of the agreement. Public Comment: Council Discussion:

Motion carried 6-0

Sept 8 2015 Joan Hodson and Jeff Fabus were not present

- A. Motion by Costanzo, second by Martino to advertise proposed Ordinance #1610, regulating nonstorm water discharges to the storm drainage system to comply with National Pollutant Discharge Elimination System. Public Comment: Council Discussion:

Motion carried 5-0.

- B. Motion by Costanzo, second by Maggio to advertise proposed Ordinance #1611, to implement updated Stormwater Management Controls as required by federal and state regulations. Public Comment: Council Discussion

Motion carried 5-0.

Aug 3, 2015 Drew Lehman was not present

- C. Motion by McCartney, second by Hodson to retain David French, at a cost not to exceed \$10,000.00, for preparation for MS4 compliance. Public Comment: Council Discussion:

Motion carried 6-0.

April 6, 2015

- D. Motion by Martino, second by Hodson to accept the recommendation of the Borough Engineer to award Contract A, Spot Lining and Grouting, to Robinson Pipe Cleaning for \$55,287.50 and to award Contract B, Excavation and Spot Repair, to Niando Construction, Inc., for \$54,649.00, with both awards contingent upon the review and approval of the Solicitor. Public Comment: None. Council Discussion: None. McVicar and McCartney briefed on the projects.

Motion carried 7-0.

March 2, 2015

- C. Motion by Martino, second by Costanzo to accept the Borough Engineer's recommendation to award the 2015 Cured-In-Place Pipe Lining Contract to Insight Pipe Contracting, LP for a cost of \$102,233.88.

March 2, 2015 Regular Meeting of Dormont Borough Council 4 Public Comment: None. Council Discussion: McCartney briefed on this Motion.

Motion carried 7-0

G. Motion by Martino, second by Hodson to adopt Resolution 2015-03 in support of the Community Infrastructure & Tourism Fund Grant Application for the Athens Alley Project; Grant application for \$250,000.00. Public Comment: None. Council Discussion: McCartney briefed on the grant.

Motion passed 7-0

2016

Feb 1

Motion to accept recommendation of the Engineer to approve Agreement with Gateway Engineers to conduct a Flow Isolation Study.

Motion passed 7-0

Resolution that stated in part:

WHEREAS, Dormont Borough recognizes the importance of proper stormwater maintenance and the impact it has on the environment

WHEREAS, Dormont Borough also recognizes they are ultimately responsible for complying with Federal MS4 regulations

Motion passed 4 to 3 with Fabus, Hodson and Palmieri voting against

FACT 1: As elected officials we have a fiduciary responsibility to the residents of Dormont

FACT 2: Based on the stormwater authority budget, the taxpayers could save \$104,000 a year by doing the work in house without another level of government.

Example a) From information received from the Authority, incorporating the Stormwater Authority in to the current Borough web site would save approximately \$10,000.00 one time cost and approximately \$5,000.00 per year after initial launch.

Example b) From information received from the Authority, eliminating the Stormwater Authority would save an etimated \$500.00 cost for a logo, as the logo would be incorporated in to the Borough web site and documentation.

FACT 3:

a) The money that could be saved by eliminating Stormwater Authority adminstrative costs after six months, approximately \$52,000, could fund the Street Fair, Dormont Days, Cookies with Santa and the Easter Egg Hunt

b) The money that could be saved by eliminating Stormwater Authority adminstrative costs after one year, approximately \$104,000, could purchase 2 police cars.

c) The money that could be saved by eliminating Stormwater Authority adminstrative costs after five years, \$520,000, the Borough could repair Athens Alley.

d) The money that could be saved by eliminating Stormwater Authority adminstrative costs after seven years , \$728,000, the Borough could purchase a new Fire Truck.

FACT 4: Eliminating the Stormwater Authority and associated fees, while allowing the Borough to manage the projects in house,would save the average homeowner \$50 to \$60 dollars per year.

FACT 5: The vote to eliminate the stormwater authority is not related to HB 1394. House Bill 1394 does not need to pass, but when it does it will be another tool to utilize.

Fact 6 The Stormwater Authority allows the following methods of assessment –

Any fee levied by the borough can be assessed in one of the following methods:

- (1) On all properties in the borough
- (2) On all properties benefited by a specific storm water project
- (3) By establishing a storm water management district and assessing the fee on all property owners in the district

Facts 7 and 8 address the two concerns of Mayor Ross.

FACT 7: The Sewer Fund has a budget over \$5 million and is also required to fulfill certain mandates, however there is a lack of interest in creating another level of government a sewer authority would bring. Council does not handle this as they will not be handling storm water issues either. The level of expertise required will be with our manager and the two additional employees that will be hired, an office assistant and an engineer, by doing the work in house and saving the taxpayers an estimated \$104,000 a year.

FACT 8: Up until 2015, MS4 compliance requirements were minimal and Dormont Borough was able to comply in the annual report with a brief statement of compliance for MCMs. In 2015 strict guidelines were issued from the DEP with regards to just what would be required to address the 6 MCM's. Our Borough Engineer anticipates we will be in full compliance.

FACT 9: To reiterate, eliminating the Stormwater Authority and associated fees, while allowing the Borough to manage the projects in house, would save approximately \$520,000.00 over 5 years.

Fact 10:

- a) With elimination of the Stormwater Authority this evening I am prepared to make a motion and vote in favor of adding a 3 person Council Stormwater Committee consisting of Jeff Fabus, Robert Palmieri and Joan Hodson

- b) With elimination of the Stormwater Authority this evening I am also prepared to make a motion and vote in favor of creating an official Borough Volunteer Stormwater committee, keeping the same five people that presently represent the stormwater authority and adding two seats to be determined by Mr Fabus.



Borough Of Dormont

Warrant List March 2016

	\$233,772.80	General Fund
	\$301,145.41	Sewer Fund
	\$0.00	Capital Fund
	\$3,400.16	Highway Aid Fund
	\$1,634.27	Visa Procurement Card
Total	\$539,952.64	

Payroll Transfers March 2016

Wire Transfer--General Fund	\$115,952.36	Payroll 3-4-16
Wire Transfer--General Fund	\$117,967.57	Payroll 3-18-16
Wire Transfer--General Fund	\$113,765.70	Payroll 3-31-16

Voided Checks March 2016

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 03/01/2016 - 03/31/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/09/2016	1	47113	ADVANCE AUTO PARTS	MAINTENANCE/REPAIRS	437300	454	10.17
				MAINTENANCE/REPAIRS	437300	454	18.07
				MAINTENANCE/REPAIRS	437300	454	17.07
				CHECK 1 47113 TOTAL FOR FUND 01:			<u>45.31</u>
03/09/2016	1	47114	ANAGO OF WESTERN PA	CONTRACTED SERVICES	445000	409	2,925.00
03/09/2016	1	47115	BARRACUDA NETWORKS, INC	CONTRACTUAL SERVICES	412500	407	300.00
03/09/2016	1	47116	BENJAMIN ESTELL	MEETINGS & CONFERENCES	446000	401	250.59
03/09/2016	1	47117	BUSY BEAVER BUILDING CENTERS,	GENERAL SUPPLIES	424100	411	16.99
03/09/2016	1	47118	COMCAST	INTERNET SERVICE	432500	407	269.20
03/09/2016	1	47119	CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE	432500	407	28.96
03/09/2016	1	47120	DIBATTISTA REVOCABLE TRUST	TAX REFUNDS	443000	403	251.41
03/09/2016	1	47121	DIGITAL MAP	ADMINISTRATION SOFTWARE	427100	407	8,000.00
03/09/2016	1	47122#	DOMINION RETAIL INC	NATURAL GAS SERVICE	436200	409	921.92
				NAT GAS SERVICE	436200	411	113.52
				NAT GAS UTILITIES	436200	430	371.52
				NAT GAS UTILITIES	436200	454	436.88
				CHECK 1 47122 TOTAL FOR FUND 01:			<u>1,843.84</u>
03/09/2016	1	47123	DORMONT BOROUGH	R.E. CURRENT-GENERAL OP	301101	000	1,340.26
03/09/2016	1	47124	ERIC JAMES	RENTALS-PARK PAVILION	342202	000	125.00
03/09/2016	1	47125	FLYNNS TIRE WHOLESale	VEHICLE MAINTENANCE	437400	430	25.87
03/09/2016	1	47126	HARVEY & MARILYN URSENBACh	TAX REFUNDS	443000	403	215.37
03/09/2016	1	47127	HARVEY LIEBERMAN	OPERATING COSTS/SUPPLIES	424000	403	45.45
03/09/2016	1	47128	JEFF STAKICH	UNIFORMS	418600	411	69.95
03/09/2016	1	47129	JOHN GORZKOWSKI	SECURITY DEPOSIT REFUNDS	446000	482	100.00
03/09/2016	1	47130#	JORDAN TAX	COMM. LIENED TAX COLLECT.	411800	403	1,781.05
				COLLECTION AGENT	431000	427	1,230.97

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/09/2016	1	47131	JORDAN TAX SERVICE	COLLECTION AGENT	431000	427	71.56
CHECK 1 47130 TOTAL FOR FUND 01:							<u>3,083.58</u>
03/09/2016	1	47132#	JORDAN TAX SERVICE	WATER-SEWAGE	436600	409	87.87
WATER/SEWAGE SERVICE							21.12
CHECK 1 47132 TOTAL FOR FUND 01:							<u>108.99</u>
03/09/2016	1	47133	KATE TRUVER	SECURITY DEPOSIT REFUNDS	446000	482	200.00
03/09/2016	1	47134	KAZA FIRE EQUIPMENT	VEHICLE MAINT/REPAIR	437400	411	476.37
03/09/2016	1	47135	KIEFER COAL & SUPPLY CO	HIGHWAY MAINTENANCE	437100	430	24.00
03/09/2016	1	47136	KNICKERBOCKER RUSSELL CO	GENERAL SUPPLIES	424100	430	18.04
03/09/2016	1	47137#	M.E.I.T.	HOSPITALIZATION INSURANCE	419600	401	3,536.77
HOSPITALIZATION INSURANCE							981.99
HOSPITALIZATION INSURANCE							1,904.20
HOSPITALIZATION INSURANCE							21,080.25
HOSPITALIZATION INSURANCE							5,977.65
HOSPITALIZATION INSURANCE							2,886.18
HOSPITALIZATION INSURANCE							8,127.30
HOSPITALIZATION INSURANCE							1,904.20
HOSPITALIZATION INSURANCE							1,221.04
CHECK 1 47137 TOTAL FOR FUND 01:							<u>47,619.58</u>
03/09/2016	1	47138	MR MAGIC CARWASH	VEHICLE MAINT/REP	437400	410	90.00
03/09/2016	1	47139#	MRM WORKERS COMP FUND	WORKERS COMPENSATION	435400	401	95.23
WORKERS COMPENSATION							27.47
WORKERS COMPENSATION							29.30
WORKERS COMPENSATION							9,331.67
WORKERS COMPENSATION							2,638.74
WORKERS COMPENSATION							34.80
WORKERS COMPENSATION							3,937.05
WORKERS COMPENSATION							527.39
WORKERS COMPENSATION							203.27
WORKERS COMPENSATION							188.62
WORKERS COMPENSATION							53.11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				WORKERS COMPENSATION	435400	454	1,245.21
CHECK 1 47139 TOTAL FOR FUND 01:							<u>18,311.86</u>
03/09/2016	1	47140	PURCHASE POWER	POSTAGE	421500	401	66.47
03/09/2016	1	47141	REC1	ADMINISTRATION SOFTWARE	427100	407	100.00
03/09/2016	1	47142#	ROLLIER HARDWARE INC.	GENERAL SUPPLIES	424100	411	7.99
				GENERAL SUPPLIES	424100	411	41.24
				GENERAL SUPPLIES	424100	411	27.92
				POOL MAINT/REP	437200	452	61.92
CHECK 1 47142 TOTAL FOR FUND 01:							<u>139.07</u>
03/09/2016	1	47143	SCHINDLER ELEVATOR CORPORATON	CONTRACTED SERVICES	445000	409	957.78
03/09/2016	1	47144	SHACOG	ADVERTISING	434100	404	321.07
03/09/2016	1	47145	STAPLES ADVANTAGE	OFFICE SUPPLIES	421000	401	120.53
03/09/2016	1	47146	STEEL CITY COLLISION, INC.	VEHICLE MAINT/REP	437400	410	15.00
03/09/2016	1	47147	THE HITE COMPANY	REPAIRS & MAINTENANCE	437300	409	45.68
				REPAIRS & MAINTENANCE	437300	409	87.43
				REPAIRS & MAINTENANCE	437300	409	264.68
				REPAIRS & MAINTENANCE	437300	409	255.16
CHECK 1 47147 TOTAL FOR FUND 01:							<u>652.95</u>
03/09/2016	1	47148	UNIFIRST	UNIFORMS	423800	430	134.90
03/09/2016	1	47149	UNITED REFRIGERATION	REPAIRS & MAINTENANCE	437300	409	249.66
03/09/2016	1	47150	WASTE MANAGEMENT OF PITTSBURGH	CONTRACTED GARBAGE COLL.	436700	427	37,934.39
				RECYCLING CONTRACT	436900	427	13,719.28
CHECK 1 47150 TOTAL FOR FUND 01:							<u>51,653.67</u>
03/09/2016	1	47151	WAYNE MCVICAR	MEETINGS & CONFERENCES	446000	401	62.80
03/09/2016	1	47152	WEST PENN LACO, INC.	MAINTENANCE/REPAIRS	437300	454	16.49
				MAINTENANCE/REPAIRS	437300	454	17.20
CHECK 1 47152 TOTAL FOR FUND 01:							<u>33.69</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/09/2016	1	47153	WESTERN PA CHIEF'S OF POLICE ASS	DUES, SUBSCRIPTIONS, MEMBER	442000	410	90.00
03/09/2016	1	47154	WEX BANK	VEHICLE FUEL	423100	430	177.52
03/09/2016	1	47155	WEX BANK	VEHICLE FUEL	423100	410	716.90
03/09/2016	1	47156	WITMER PUBLIC SAFETY GROUP	AMMUNITION & RANGE SUPPLY	423900	410	427.98
				AMMUNITION & RANGE SUPPLY	423900	410	191.98
				CHECK 1 47156 TOTAL FOR FUND 01:			<u>619.96</u>
03/29/2016	1	47157	ACCELA, INC.	ADMINISTRATION SOFTWARE	427100	407	1,132.50
				ADMINISTRATION SOFTWARE	427100	407	1,132.50
				ADMINISTRATION SOFTWARE	427100	407	1,132.50
				CHECK 1 47157 TOTAL FOR FUND 01:			<u>3,397.50</u>
03/29/2016	1	47158#	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	437400	430	15.99
				VEHICLE MAINTENANCE	437400	430	15.99
				VEHICLE MAINTENANCE	437400	430	31.98
				GENERAL SUPPLIES	424100	454	9.98
				CHECK 1 47158 TOTAL FOR FUND 01:			<u>73.94</u>
03/29/2016	1	47159	ALLEGHENY LEAGUE OF MUNICIPALI	MEETINGS & CONFERENCES	446000	400	1,120.00
03/29/2016	1	47160	AQUA FILTER FRESH INC	GENERAL SUPPLIES	424100	411	16.10
03/29/2016	1	47161	AV LAUTAMUS COMMUNICATIONS	RADIO EQUIP. MAINTENANCE	432700	430	62.00
03/29/2016	1	47162	BETHEL PARK AUTOMOTIVE	VEHICLE MAINTENANCE	437400	430	53.95
03/29/2016	1	47163#	BP	VEHICLE FUEL	423100	411	88.52
				VEHICLE FUEL	423100	430	45.84
				CHECK 1 47163 TOTAL FOR FUND 01:			<u>134.36</u>
03/29/2016	1	47164	CENTURY SPORTS	MAINTENANCE/REPAIRS	437300	454	98.65
03/29/2016	1	47165	CINTAS	CONTRACTED SERVICES	445000	409	99.00
03/29/2016	1	47166	CUSTOM LEISURE WEAR INC	UNIFORMS	418600	411	57.75
03/29/2016	1	47167	DODARO, MATTA & CAMBEST	SOLICITOR-RETAINER	431600	404	500.00

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 03/01/2016 - 03/31/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47168	DORMONT VOLUNTEER	SOLICITOR-HOURLY	431700	404	3,999.50
CHECK 1 47167 TOTAL FOR FUND 01:							4,499.50
03/29/2016	1	47169	DUQUESNE LIGHT CO.	CONTRIB. TO VOL FIRE COS	452000	411	1,639.00
03/29/2016	1	47169#	DUQUESNE LIGHT CO.	ELECTRIC SERVICE	436100	409	44.65
				ELECTRIC SERVICE	436100	409	268.32
				ELECTRIC SERVICE	436100	409	2,918.38
				ELECTRIC-ST LIGHTING	436100	434	20.01
				ELECTRIC-ST LIGHTING	436100	434	6,395.51
				ELECTRIC-ST LIGHTING	436100	434	48.22
				ELECTRIC-ST LIGHTING	436100	434	19.37
				PARK OUTDOOR ELECTRICITY	436000	454	230.65
				PARK OUTDOOR ELECTRICITY	436000	454	44.63
				PARK OUTDOOR ELECTRICITY	436000	454	58.81
				PARK OUTDOOR ELECTRICITY	436000	454	14.14
				PARK OUTDOOR ELECTRICITY	436000	454	14.14
				PARK OUTDOOR ELECTRICITY	436000	454	14.27
CHECK 1 47169 TOTAL FOR FUND 01:							10,091.10
03/29/2016	1	47170#	EARTHLINK BUSINESS	TELEPHONE	432100	401	241.68
				TELEPHONE	432100	410	362.53
				TELEPHONE	432100	430	44.55
				TELEPHONE	432100	454	62.54
CHECK 1 47170 TOTAL FOR FUND 01:							711.30
03/29/2016	1	47171	FLYNNS TIRE WHOLESALE	VEHICLE MAINTENANCE	437400	430	148.20
				VEHICLE MAINTENANCE	437400	430	323.60
CHECK 1 47171 TOTAL FOR FUND 01:							471.80
03/29/2016	1	47172	GALLS, LLC	GENERAL SUPPLIES	424100	410	87.73
03/29/2016	1	47173	GIL-CON TOOL COMPANY	VEHICLE MAINT/REPAIR	437400	411	203.18
03/29/2016	1	47174	HARVEY LIEBERMAN	OPERATING COSTS/SUPPLIES	424000	403	8.26
03/29/2016	1	47175	HOME DEPOT CREDIT SERVICE	GARAGE-REPAIRS/MAINTENANC	437300	430	127.40
				GARAGE-REPAIRS/MAINTENANC	437300	430	102.40
CHECK 1 47175 TOTAL FOR FUND 01:							229.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47176	JACKSON WELDING SUPPLY	GENERAL SUPPLIES	424100	430	72.15
03/29/2016	1	47177	JORDAN TAX	COMMISSION LST	412000	403	136.73
				COMMISSION EIT	414000	403	68.64
				CHECK 1 47177 TOTAL FOR FUND 01:			<u>205.37</u>
03/29/2016	1	47178	JORDAN TAX SERVICE	WATER/SEWAGE SERVICE	436600	411	14.04
03/29/2016	1	47179	KAZA FIRE EQUIPMENT	FIRE PROTECTION SUPPLIES	424200	411	1,425.19
03/29/2016	1	47180	KONICA MINOLTA BUSINESS SOLUTION	PHOTOCOPIER LEASE	421700	401	297.59
03/29/2016	1	47181	LANCASTER COUNTY FIREMANS ASSN	TRAINING	418100	411	71.25
03/29/2016	1	47182	LEXISNEXIS RISK SOLUTIONS	POLICE SOFTWARE	427300	407	167.50
03/29/2016	1	47183	LOWES BUSINESS ACCOUNT	POOL MAINT/REP	437200	452	48.19
03/29/2016	1	47184	M & M UNIFORMS, INC	UNIFORMS	418600	411	10.00
				UNIFORMS	418600	411	17.90
				UNIFORMS	418600	411	36.90
				CHECK 1 47184 TOTAL FOR FUND 01:			<u>64.80</u>
03/29/2016	1	47185	MATHEW DAVIS	TRAINING	418100	411	653.79
03/29/2016	1	47186	MIDDLE DEPT INSPECTION AGENCY	THIRD PARTY BUILDING INSPECT	450000	413	802.00
03/29/2016	1	47187	MINUTEMAN PRESS	PRINTING	434200	410	51.63
03/29/2016	1	47188	NAPA AUTO PARTS	VEHICLE MAINTENANCE	437400	430	80.67
				VEHICLE MAINTENANCE	437400	430	14.49
				CHECK 1 47188 TOTAL FOR FUND 01:			<u>95.16</u>
03/29/2016	1	47189	OLD DOMINION BRUSH	STREET SWEEPER PARTS	437400	430	2,424.00
03/29/2016	1	47190#	PA AMERICAN WATER CO.	WATER-SEWAGE	436600	409	190.75
				HYDRANT SERVICES	436300	411	2,117.24
				WATER/SEWAGE SERVICE	436600	411	61.11
				WATER/SEWAGE SERVICE	436600	430	62.14
				CHECK 1 47190 TOTAL FOR FUND 01:			<u>2,431.24</u>

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 03/01/2016 - 03/31/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47191	PA ONE CALL SYSTEM INC.	DUES SUBSCRIPTIONS MEMBERSHIP	442000	413	12.30
03/29/2016	1	47192	PENNBC	DUES SUBSCRIPTIONS MEMBERSHIP	442000	413	50.00
03/29/2016	1	47193	PETTY CASH	REC BOARD FUNCTIONS	445000	457	37.90
03/29/2016	1	47194	PITTSBURGH POST-GAZETTE	ADVERTISING	434100	404	2,767.50
03/29/2016	1	47195	PITTSBURGH SHIRT COMPANY	UNIFORMS	418600	411	87.00
03/29/2016	1	47196	ROBERT BROWNLEE	SECURITY DEPOSIT REFUNDS	446000	482	200.00
03/29/2016	1	47197#	ROLLIER HARDWARE INC.	GENERAL SUPPLIES	424100	411	1.09
				GARAGE-REPAIRS/MAINTENANC	437300	430	25.22
				VEHICLE MAINTENANCE	437400	430	39.99
				MAINTENANCE/REPAIRS	437300	454	15.99
				MAINTENANCE/REPAIRS	437300	454	17.34
				CHECK 1 47197 TOTAL FOR FUND 01:			<u>99.63</u>
03/29/2016	1	47198	RONS GARAGE, INC.	VEHICLE MAINT/REPAIR	437400	411	696.97
03/29/2016	1	47199	SAMS CLUB	REC BOARD FUNCTIONS	445000	457	69.86
03/29/2016	1	47200	SEARS	SMALL TOOLS & MINOR EQUIP	426000	430	71.39
03/29/2016	1	47201	SEVEN SPRINGS	MEETINGS & CONFERENCES	446000	400	1,473.00
03/29/2016	1	47202	SHACOG	DUES,SUBSCRIPTIONS,MEMBER	442000	410	315.00
03/29/2016	1	47203	SHELL FLEET PLUS	VEHICLE FUEL	423100	430	418.12
03/29/2016	1	47204#	STAPLES ADVANTAGE	OFFICE SUPPLIES	421000	401	43.45
				GENERAL SUPPLIES	424100	407	36.99
				GENERAL SUPPLIES	424100	407	147.57
				GENERAL SUPPLIES	424100	407	130.49
				GENERAL SUPPLIES	424100	409	80.37
				CHECK 1 47204 TOTAL FOR FUND 01:			<u>438.87</u>
03/29/2016	1	47205	STEEL CITY COLLISION, INC.	VEHICLE MAINT/REPAIR	437400	411	120.45
03/29/2016	1	47206	STEPHANIE ENEDY	SECURITY DEPOSIT REFUNDS	446000	482	75.00
03/29/2016	1	47207	SUZANNE BISH	SECURITY DEPOSIT REFUNDS	446000	482	75.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47208	SWIF	WORKERS COMPENSATION	435400	411	1,391.00
03/29/2016	1	47209#	THE HITE COMPANY	GENERAL SUPPLIES	424100	409	266.18
				REPAIRS & MAINTENANCE	437300	409	32.02
				GENERAL SUPPLIES	424100	430	93.52
				GARAGE-REPAIRS/MAINTENANC	437300	430	202.62
				CHECK 1 47209 TOTAL FOR FUND 01:			<u>594.34</u>
03/29/2016	1	47210	THE PENNSYLVANIA STATE UNIVERSIT	TRAINING	418500	410	715.00
03/29/2016	1	47211	TREASURER OF ALLEGHENY COUNTY	OPERATING COSTS/SUPPLIES	424000	403	25.00
03/29/2016	1	47212	UNIFIRST	UNIFORMS	423800	430	163.40
				UNIFORMS	423800	430	163.40
				CHECK 1 47212 TOTAL FOR FUND 01:			<u>326.80</u>
03/29/2016	1	47213	UniFirst Corporation	GENERAL SUPPLIES	424100	409	464.53
03/29/2016	1	47214#	UNITED REFRIGERATION	GARAGE-REPAIRS/MAINTENANC	437300	430	75.42
				VEHICLE MAINTENANCE	437400	430	22.16
				BUILDING MAINTENANCE/REPAIR	437300	452	32.64
				CHECK 1 47214 TOTAL FOR FUND 01:			<u>130.22</u>
03/29/2016	1	47215	UPMC	E A P SERVICES	425600	487	47.36
03/29/2016	1	47216	VERIZON	INTERNET WIFI SERVICE	432500	454	89.99
03/29/2016	1	47217	VERIZON	TELEPHONE	432100	411	42.16
03/29/2016	1	47218	VERIZON	INTERNET SERVICE	432500	407	94.99
03/29/2016	1	47219	VERIZON	TELEPHONE	432100	411	90.72
03/29/2016	1	47220	VIRGINIA L. STOCKER	REC BOARD FUNCTIONS	445000	457	145.50
03/29/2016	1	47221	WITMER PUBLIC SAFETY GROUP	AMMUNITION & RANGE SUPPLY	423900	410	155.98
03/29/2016	1	47222	ZAMBELLI FIREWORKS MFG CO.	DORMONT DAY	445400	457	6,875.00
03/29/2016	1	47223	AV LAUTTAMUS COMMUNICATIONS	RADIO EQUIP. MAINTENANCE	432700	430	52.95

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47224	BANKSVILLE EXPRESS	NEWSLETTER	434400	401	3,101.11
03/29/2016	1	47225	CINTAS CORPORATION	CONTRACTED SERVICES	445000	409	127.24
03/29/2016	1	47226#	COLUMBIA GAS OF PA	NATURAL GAS SERVICE	436200	409	1,725.84
				NAT GAS SERVICE	436200	411	223.01
				NAT GAS UTILITIES	436200	430	492.00
				NAT GAS UTILITIES	436200	454	762.39
				CHECK 1 47226 TOTAL FOR FUND 01:			<u>3,203.24</u>
03/29/2016	1	47227	CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE	432500	407	40.00
03/29/2016	1	47228#	DOMINION RETAIL INC	NATURAL GAS SERVICE	436200	409	1,558.32
				NAT GAS SERVICE	436200	411	196.08
				NAT GAS UTILITIES	436200	430	460.96
				NAT GAS UTILITIES	436200	454	736.16
				CHECK 1 47228 TOTAL FOR FUND 01:			<u>2,951.52</u>
03/29/2016	1	47229	DORMONT PUBLIC LIBRARY	CONTRIB. TO LIBRARY	452000	456	7,401.50
03/29/2016	1	47230#	DUQUESNE LIGHT CO.	ELECTRIC SERVICE	436100	411	382.42
				ELECTRIC SERVICE	436100	430	504.57
				ELECTRIC-ST LIGHTING	436100	434	94.52
				ELECTRIC-ST LIGHTING	436100	434	81.89
				ELECTRIC SERVICE-REFRESHMENTS	436100	452	13.06
				PARK OUTDOOR ELECTRICITY	436000	454	29.91
				ELECTRIC REC CENTER/POOL	436100	454	145.78
				CHECK 1 47230 TOTAL FOR FUND 01:			<u>1,252.15</u>
03/29/2016	1	47231	EQUIPARTS	GENERAL SUPPLIES	424100	430	63.02
				VEHICLE MAINTENANCE	437400	430	52.93
				CHECK 1 47231 TOTAL FOR FUND 01:			<u>115.95</u>
03/29/2016	1	47232	GANNETT FLEMING INC	ENGINEERING SVC-GENERAL	431700	408	3,296.62
03/29/2016	1	47233	GARY SCHEIMER	PENSION HOSPITALIZ. SUPPL	425300	487	316.29
03/29/2016	1	47234	GRAINGER	POOL MAINT/REP	437200	452	109.35
03/29/2016	1	47235	GREG JOYCE	PENSION HOSPITALIZ. SUPPL	425300	487	124.04

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 03/01/2016 - 03/31/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47236	JACKSON WELDING SUPPLY	GENERAL SUPPLIES	424100	430	32.00
03/29/2016	1	47237	JOHN ORCHOWSKI	PENSION HOSPITALIZ. SUPPL	425300	487	143.00
03/29/2016	1	47238#	JORDAN TAX	COMM. LIENED TAX COLLECT.	411800	403	3,978.71
				COLLECTION AGENT	431000	427	1,012.43
				COLLECTION AGENT	431000	427	5,639.58
				CHECK 1 47238 TOTAL FOR FUND 01:			<u>10,630.72</u>
03/29/2016	1	47239	OLD DOMINION BRUSH	VEHICLE MAINTENANCE	437400	430	124.62
03/29/2016	1	47240	PENNSYLVANIA RECREATION & PARK	GENERAL SUPPLIES	424100	454	120.00
03/29/2016	1	47241#	PETTY CASH	POSTAGE	421500	401	6.50
				REC BOARD FUNCTIONS	445000	457	58.85
				CHECK 1 47241 TOTAL FOR FUND 01:			<u>65.35</u>
03/29/2016	1	47242	ROBERTA TROY	VEHICLE FUEL	423100	413	6.21
				VEHICLE FUEL	423100	413	20.42
				CHECK 1 47242 TOTAL FOR FUND 01:			<u>26.63</u>
03/29/2016	1	47243#	ROLLIER HARDWARE INC.	GENERAL SUPPLIES	424100	410	8.00
				GENERAL SUPPLIES	424100	411	37.35
				BUILDING MAINTENANCE/REPAIR	437300	452	8.07
				BUILDING MAINTENANCE/REPAIR	437300	452	11.65
				MAINTENANCE/REPAIRS	437300	454	28.55
				MAINTENANCE/REPAIRS	437300	454	129.99
				MAINTENANCE/REPAIRS	437300	454	10.99
				CHECK 1 47243 TOTAL FOR FUND 01:			<u>234.60</u>
03/29/2016	1	47244	RON'S GARAGE, INC.	VEHICLE MAINT/REPAIR	437400	411	2,542.07
03/29/2016	1	47245	RUSS MCKIBBEN	PENSION HOSPITALIZ. SUPPL	425300	487	350.00
03/29/2016	1	47246#	STAPLES ADVANTAGE	OFFICE SUPPLIES	421000	401	19.99
				OFFICE SUPPLIES	421000	401	3.79
				COPIER/PRINTER SUPPLIES	421300	401	339.98
				GENERAL SUPPLIES	424100	407	92.57
				GENERAL SUPPLIES	424100	407	148.49

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/29/2016	1	47247#	STEEL CITY COLLISION, INC.	STORMWATER MANAGEMENT FEE-BINDERS	410000	436	60.95
				CHECK 1 47246 TOTAL FOR FUND 01:			<u>665.77</u>
03/29/2016	1	47247#	STEEL CITY COLLISION, INC.	VEHICLE MAINT/REP	437400	410	171.09
				VEHICLE MAINT/REP	437400	410	546.69
				JUDGEMENTS AND DAMAGES	441000	482	1,022.58
				CHECK 1 47247 TOTAL FOR FUND 01:			<u>1,740.36</u>
03/29/2016	1	47248	THE HITE COMPANY	REPAIRS & MAINTENANCE	437300	409	36.03
				REPAIRS & MAINTENANCE	437300	409	66.86
				CHECK 1 47248 TOTAL FOR FUND 01:			<u>102.89</u>
03/29/2016	1	47249	UniFirst Corporation	GENERAL SUPPLIES	424100	409	229.80
03/29/2016	1	47250#	VERIZON WIRELESS	TELEPHONE	432100	401	122.39
				INTERNET SERVICE	432500	407	160.10
				TELEPHONE	432100	410	91.17
				TELEPHONE	432100	413	57.54
				TELEPHONE	432100	430	57.54
				TELEPHONE	432100	451	49.35
				TELEPHONE	432100	454	57.54
				CHECK 1 47250 TOTAL FOR FUND 01:			<u>595.63</u>
03/29/2016	1	47251	VICTORIA FOSTER	REC BOARD FUNCTIONS	445000	457	43.45
03/29/2016	1	47252	WEST CENTRAL EQUIPMENT	POOL MAINT/REP	437200	452	955.87
03/29/2016	1	47253	WEST PENN LACO, INC.	GENERAL SUPPLIES	424100	430	90.23
03/29/2016	1	47254	WILLIAM TOMOSKY	PENSION HOSPITALIZ. SUPPL	425300	487	350.00
				PENSION HOSPITALIZ. SUPPL	425300	487	350.00
				CHECK 1 47254 TOTAL FOR FUND 01:			<u>700.00</u>
03/29/2016	1	47255	WITMER PUBLIC SAFETY GROUP	UNIFORMS	418600	411	25.50
03/29/2016	1	47256	WOOD WASTE RECYCLING	SPRING CLEAN UP	424400	427	30.00
				SPRING CLEAN UP	424400	427	30.00
				CHECK 1 47256 TOTAL FOR FUND 01:			<u>60.00</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
------------	------	---------	-------	-------------	---------	------	--------

Fund: 01 GENERAL FUND

Total for fund 01 GENERAL FUND

233,772.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 08 SEWER FUND							
03/09/2016	8	2000	AMERICAN WATER	CHARGES/FEES-COLLECTION	430000	429	30.00
				CHARGES/FEES-COLLECTION	430000	429	165.51
				CHECK 8 2000 TOTAL FOR FUND 08:			<u>195.51</u>
03/09/2016	8	2001	JORDAN TAX	CHARGES/FEES-COLLECTION	430000	429	106.31
03/09/2016	8	2002	ROBINSON PIPE CLEANING CO.	REPAIRS/MAINTENANCE	437200	429	874.19
03/29/2016	8	2003	ALCOSAN	PAYMENT TO ALCOSAN	436400	429	296,199.24
03/29/2016	8	2004	AMERICAN WATER	CHARGES/FEES-COLLECTION	430000	429	166.19
03/29/2016	8	2005	CILLO PLUMBING HEATING & COOLI	REPAIRS/MAINTENANCE	437200	429	375.00
03/29/2016	8	2006	GATEWAY ENGINEERS, INC.	REPAIRS/MAINTENANCE	437200	429	2,700.00
03/29/2016	8	2007	JORDAN TAX	CHARGES/FEES-COLLECTION	430000	429	528.97
Total for fund 08 SEWER FUND							301,145.41

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 35 HIGHWAY AID FUND							
03/07/2016	35	1172	TRAFFIC SYSTEMS AND SERVICES	REPAIRS TRAFFIC SIGNALS	437400	433	332.14
				REPAIRS TRAFFIC SIGNALS	437400	433	1,922.00
				CHECK 35 1172 TOTAL FOR FUND 35:			<u>2,254.14</u>
03/07/2016	35	1173	VERIZON	PHONE MODEM TRAFFIC SIGNAL	432900	433	32.80
03/29/2016	35	1174	DUQUESNE LIGHT CO.	ELECTRIC TRAFFIC SIGNALS	436100	433	833.22
03/29/2016	35	1175	TRAFFIC SYSTEMS AND SERVICES	REPAIRS TRAFFIC SIGNALS	437400	433	280.00
				Total for fund 35 HIGHWAY AID FUND			3,400.16
				TOTAL - ALL FUNDS			538,318.37

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



Visa Procurement Card

Statement Manager Report

PNC Bank 1940

02/26/2016 to 03/25/2016

	Statement Report	Amount Incl
2/26/2016	Intl Code Council Inc 01-413-446000	\$190.00
3/1/2016	Pittsburgh Zoo & PPG 01-457-455000	\$95.00
3/2/2016	Paypal 01-401-446000	\$220.00
3/3//2016	Law Enforcement Seminars 01-410-418500	\$325.00
3/8/2016	Backdrop Express 01-457-455000	\$235.91
3/10/2016	Penn State Ag Sciences 01-401-446000	\$215.10
3/16/2016	Party City 01-457-455000	\$76.51
3/17/2016	Rackspace Email & Apps 01-436-410000	\$12.00
3/17/2016	Van Meter & Associates 01-410-446000	\$150.00
3/18/2016	Kuhn's 01-457-455000	\$74.75
3/24/2016	GFOA-PA West Region 01-402-446000	\$40.00
	Total	\$1,634.27

Jonathan Franks

3235 Eastmont Ave ■ Pittsburgh, PA ■ 15216 ■ (724) 809-8246

JonathanFranks.ms@gmail.com

Education

Wheeling Jesuit University

◇ *Bachelor of Science in Biology, May 2005*

Duquesne University

◇ *Master of Science in Biology, August 2007*

Technical Experience

Microscopy:

- ◇ SEM operator and trainer
- ◇ TEM operator and trainer
- ◇ Sample processing
- ◇ Diamond knife sectioning
- ◇ Immuno SEM and TEM

Biology/Chemistry:

- ◇ Sterile Technique
- ◇ Immunohistochemistry
- ◇ Western Blot
- ◇ Tissue Culture
- ◇ Electrophoresis
- ◇ Marine field research
- ◇ Titration
- ◇ Fourier Transform IR
- ◇ NMR
- ◇ Distillations

Computer:

- ◇ Microsoft Office
- ◇ Adobe Photoshop
- ◇ Adobe Flash and Dreamweaver
- ◇ Web design, HTML and minimal C++
- ◇ Graphic design

Certifications/Memberships

Certified SCUBA diver - December 05, Dive World - Washington PA

ASM member - January 07- present (ABASM local branch)

Presentations

- Presented thesis on **Confocal and TEM analysis of Microbial Communities in Modern Stromatolites at Highborne Cay, Bahamas** July 2007, Duquesne University
- Presented research on **Role of Diatoms in Modern Marine Stromatolite Formation at Highborne Cay, Bahamas** October 21, 2006 at the ABASM conference
- Presented my own research on **Comparative Analysis of Behavior Trends of *Camponotus noveboracensis* Using Temperature Variances and Prey Recognition** on March 4th, 2005

Publications

- **Flat laminated microbial mat communities**
Primary author - Graduate Research - Earth-Science Reviews, October 2008
- **Ooid Accreting Diatom Communities from the Modern Marine Stromatolites at Highborne Cay, Bahamas** – Primary author - Graduate Research - January 2009
- ***Ex vivo* carbon monoxide delivery inhibits intimal hyperplasia in arterialized vein grafts via a mechanism involving hypoxia inducible factor-1 α**

- Many more published pictures in a variety of papers and chapters in which I am not an author

Work Experience

Microscopist and EM Lab Manager: Sept. 07 to present - University of Pittsburgh, Pittsburgh, PA

- ◇ Manage the day to day workflow through the EM core facility.
- ◇ Use SEM and TEM to analyze many different sample types.
- ◇ Work one on one with clients to create a personalized microscopy plan.
- ◇ Train users on the SEM and TEM for individual use.
- ◇ Process a variety of different sample types for both SEM and TEM.
- ◇ Perform Immuno SEM and TEM.
- ◇ Troubleshooting on both SEM and TEM.
- ◇ Assisted with editing photographs and publications for clients.

Teaching Assistant/Graduate Researcher: Fall 06 to September 07 - Duquesne, Pittsburgh, PA

- ◇ Taught labs and helped with experiments.
- ◇ Proctored quizzes and exams.
- ◇ Assisted students with research.
- ◇ Worked on my own research involving TEM and Confocal microscopy.

Level III Researcher/Lab Manager: Summer 05 - UPMC Neuropathology Dept. Pittsburgh, PA

- ◇ Managed the lab by ordering supplies, organizing and keeping records.
- ◇ Conducted tissue culture experiments.
- ◇ Conducted immunohistochemistry experiments on paraffin embedded tissue samples
- ◇ Conducted Western blot experiments.

References

John Stolz, Ph.D., Professor of Biology, Duquesne University, Pittsburgh PA 15282. Phone: (412) 396-6333 Fax: (412) 396-5907. Email: stolz@duq.edu

Donna Stolz Ph.D., Research Assistant Professor, University of Pittsburgh, Pittsburgh, PA 15261. Phone: (412) 383-7283 Fax: (412) 648-2797. Email: dstolz@pitt.edu

Kenneth Rastall, Ph.D., Professor of Biology, Wheeling Jesuit University, Wheeling WV 26003. Phone: (304) 243-2177 Fax: (304) 243-2243. Email: krastall@wju.edu

BOROUGH OF DORMONT

RESOLUTION # _____

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF DORMONT ALLEGHENY COUNTY, PENNSYLVANIA, ESTABLISHING PROCEDURES FOR APPROVAL OF EXPENDITURES FOR THE DORMONT STORMWATER AUTHORITY.

WHEREAS, the Borough of Dormont has created a Stormwater Authority; and

WHEREAS, the Authority in its initial phase will require the Borough funds and/or financing for essential items to allow it to function; and

WHEREAS, Council wishes to adopt a protocol for the approval of said expenses and borrowing.

NOW THEREFORE be it resolved this _____ day of April 2016 that;

1. The Stormwater Authority shall submit expenses to the Borough Manger for Borough Council's review and approval. Said expenses shall be for essential items to allow the Authority to function.
2. Borough Council shall act on said expenses at a public meeting.
3. Any borrowing by the Authority pursuant to Local Government Unit Debt Act, Part VII of Act 177 of 1996, P.L. 1158, as amended, shall be subject to review and approval by Borough Council.
4. Any resolution or part of a resolution in conflict herewith is hereby repealed.

This Resolution was enacted by Borough Council this the ___ day of April 2016, a quorum being present and the majority of the quorum of Council voting in favor thereof.

ATTEST:

BOROUGH OF

Borough Secretary

BY: _____
President

Proclamation

WHEREAS, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and,

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally, and,

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives, and,

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present,

NOW, THEREFORE BE IT RESOLVED that Dormont Borough Council does hereby proclaim April 2016 as NATIONAL AUTISM AWARENESS MONTH in the Borough of Dormont, and urges all employees and residents to participate in National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

Dated: 4/4/16

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES
BUYER(S): Upstreet Properties, LLC
SELLER(S): Keith R. Buono, Conservator
BUYER'S MAILING ADDRESS: 3248 Beacon Hill Ave, Pittsburgh, Pa. 15216
SELLER'S MAILING ADDRESS: 225 Sleepy Hollow Rd, Pittsburgh, Pa. 15216

PROPERTY
ADDRESS (including postal city) Formerly 2708 Broadway Ave, ZIP 15216
in the municipality of Dormont, County of Allegheny
in the School District of Keystone Oaks, in the Commonwealth of Pennsylvania.
Tax ID #(s):
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date): Deed book volume 14638 pg 90 Lot and block 63-H-303

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER
[] No Business Relationship (Buyer is not represented by a broker)
Broker (Company) Berkshire Hathaway HomeServices
Licensee(s) (Name) Bob Dini
Company License # RBO49951C
State License # RS-177165-L
Company Address 1679 Washington Rd, Pittsburgh, PA 15228-1643
Direct Phone(s) (412) 855-2058
Company Phone (412) 833-7700
Cell Phone(s) (412) 855-2058
Company Fax (412) 833-5956
Fax (412) 833-5956
Email bobdini@thepreferredrealty.com
Broker is (check only one):
[X] Buyer Agent (Broker represents Buyer only)
[] Buyer Agent (all company licensees represent Buyer)
[] Dual Agent (See Dual and/or Designated Agent box below)
[X] Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
[] Dual Agent (See Dual and/or Designated Agent box below)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER
[] No Business Relationship (Seller is not represented by a broker)
Broker (Company) Howard Hanna Real Estate
Licensee(s) (Name) Colleen Lehman
Company License #
State License # RS-341218
Company Address 701 Washington Rd, Pittsburgh, PA 15228-2023
Direct Phone(s) (412) 302-7361
Company Phone (412) 561-7400
Cell Phone(s) (412) 305-7361
Company Fax (412) 561-7580
Fax (412) 561-7580
Email colleenlehman@howardhanna.com
Broker is (check only one):
[X] Seller Agent (Broker represents Seller only)
[] Seller Agent (all company licensees represent Seller)
[] Dual Agent (See Dual and/or Designated Agent box below)
[X] Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
[] Dual Agent (See Dual and/or Designated Agent box below)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: RN / Seller Initials: KRB

1 **1. By this Agreement**, dated December 9, 2015,
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**

4 (A) Purchase Price \$ \$28,000.00
5 (Twenty-Eight Thousand
6 _____ U.S. Dollars), to be paid by Buyer as follows:

- 7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ 1,000.00
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.
12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
14 sonal check.

15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
16 (unless otherwise stated here: By BHHS, The Preferred Realty),
17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
18 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
19 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
20 Agreement.

21 **3. SELLER ASSIST (If Applicable) (1-10)**

22 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
23 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
24 approved by mortgage lender.

25 **4. SETTLEMENT AND POSSESSION (4-14)**

26 (A) Settlement Date is March 31, 2016 , or before if Buyer and Seller agree.

27 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
28 Buyer and Seller agree otherwise.

29 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
30 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
31 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay
32 up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
33 All taxes prorated on a calendar year

34 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
35 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
36 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
37 School tax bills for all other school districts are for the period from July 1 to June 30.

38 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: Special

39 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

42 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
43 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
44 is subject to a lease.

45 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
46 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
47 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
48 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

49 **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

50 **5. DATES/TIME IS OF THE ESSENCE (1-10)**

51 (A) Written acceptance of all parties will be on or before: _____

52 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
53 essence and are binding.

54 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
55 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
56 the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be ini-
57 tialled and dated.**

58 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
59 ment of the parties.

60 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
61 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
62 to all parties, except where restricted by law.

63 Buyer Initials: RJD / _____

Seller Initials: DS
KRB / _____

64 **6. ZONING (4-14)**

65 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

66 **Zoning Classification, as set forth in the local zoning ordinance: Residential 2 family dwelling**

67 **7. FIXTURES AND PERSONAL PROPERTY (4-14)**

68 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: **none**

71 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems): **none**

72 (C) EXCLUDED fixtures and items: **n/a**

73 **8. MORTGAGE CONTINGENCY (4-14)**

74 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

75 ELECTED.

76 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

77 (B) **Mortgage Commitment Date**

78 Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

79 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

80 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

81 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

82 (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

126 Buyer Initials: RSJ / _____

Seller Initials: DS
KRB

- 127 (G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this
 128 Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to
 129 Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to
 130 obtain mortgage financing.
 131 2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
 132 a. Does not satisfy the terms of Paragraph 8(A), OR
 133 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
 134 received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or
 135 removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(B),
 136 or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining
 137 insurance, confirming employment).
 138 3. If this Agreement is terminated pursuant to Paragraphs 8(G)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
 139 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
 140 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of
 141 this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any
 142 fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancel-
 143 lation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
 144 (H) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
 145 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
 146 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
 147 expense.
 148 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 149 agrees to the RELEASE in Paragraph 28 of this Agreement.
 150 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5
 151 DAYS, notify Seller of Buyer's choice to:
 152 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 153 will not be unreasonably withheld, OR
 154 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 155 Paragraph 26 of this Agreement.
 156 **If Buyer fails to respond** within the time stated in Paragraph 8(H)(2) or fails to terminate this Agreement by written notice to
 157 Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree
 158 to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- 159 (I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
 160 chase of the Property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless Buyer
 161 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
 162 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
 163 \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
 164 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
 165 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
 166 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
 167 Property are acceptable.
 168 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
 169 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department,
 170 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
 171 more than two years, or both."
 172 (J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
 173 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 174 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 175 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
 176 (K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract
 177 for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties
 178 in connection with this transaction is attached to this Agreement.
 179

180 **9. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)**

181 In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and
 182 lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not lim-
 183 ited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation;
 184 entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may**
 185 **affect Buyer's ability to purchase.**

186 **10. SELLER REPRESENTATIONS (4-14)**

187 (A) **Status of Water**

188 Seller represents that the Property is served by:

- 189 Public Water Community Water On-site Water None

190 Buyer Initials: RSJ / _____

DS
KRB
Seller Initials: _____ / _____

191 (B) Status of Sewer

- 192 1. Seller represents that the Property is served by:
- 193 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
- 194 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
- 195 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- 196 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
- 197

198 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

199 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the

200 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction,

201 alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtain-

202 ing a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency

203 charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual

204 sewage system. The local agency charged with administering the Act will be the municipality where the Property is located

205 or that municipality working cooperatively with others.

206 **Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions**

207 **of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing,

208 constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre

209 parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conduct-

210 ed and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a mal-

211 function may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

212 **Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a**

213 **water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another**

214 **site.** Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the

215 tank from the date of its installation or December 14, 1995, whichever is later.

216 **Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-**

217 **tance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances

218 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water

219 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hori-

220 zontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the

221 absorption area shall be 100 feet.

222 **Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facili-

223 ties are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality

224 completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

225 (C) Historic Preservation

226 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

227

228 (D) Land Use Restrictions

- 229 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
- 230 following Act(s) (see Notices Regarding Land Use Restrictions below):
- 231 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
- 232 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- 233 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- 234 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- 235 Other _____

236 2. Notices Regarding Land Use Restrictions

- 237 a. **Pennsylvania Right-To-Farm Act:** The property you are buying maybe located in an area where agricultural operations
- 238 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law lim-
- 239 its circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- 240 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
- 241 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
- 242 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
- 243 may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- 244 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
- 245 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as
- 246 open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of
- 247 time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless
- 248 specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that
- 249 will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change
- 250 in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

251 Buyer Initials: RSJ / _____

Seller Initials: DS
KRB

Broadway

252 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
253 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
254 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
255 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
256 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

257 (E) **Real Estate Seller Disclosure Law**

258 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
259 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residen-
260 tial real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other trans-
261 fer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL**
262 **DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s).
263 Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that gov-
264 ern the resale of condominium and cooperative interests.

265 (F) **Public and/or Private Assessments**

266 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner associa-
267 tion assessments have been made against the Property which remain unpaid, and that no notice by any government or pub-
268 lic authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating
269 to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condi-
270 tion that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
271 _____

272 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
273 _____

274 (G) **Highway Occupancy Permit**

275 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

276 **11. WAIVER OF CONTINGENCIES (9-05)**

277 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental condi-
278 tions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exer-**
279 **cise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts**
280 **the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

281 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (4-14)**

282 (A) **Rights and Responsibilities**

- 283 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
- 284 surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
- 285 2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived by
- 286 any other provision of this Agreement.
- 287 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 288 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- 289 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

290 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
291 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
292 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
293 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for
294 Notices Regarding Property and Environmental Inspections)

295 (C) For elected inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13 (A), complete Inspections, obtain any
296 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
297 written corrective proposal to Seller, according to the terms of Paragraph 13 (B).

298 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

299 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior
300 _____ / _____ doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; **Waived**
301 electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water pene- / _____
302 tration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other envi-
303 ronmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items
304 Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law,
305 the home inspection must be performed by a full member in good standing of a national home inspection associa-
306 tion, or a person supervised by a full member of a national home inspection association, in accordance with the ethi-
307 cal standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or
308 architect. (See Notices Regarding Property & Environmental Inspections)

309 **Wood Infestation**

310 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as
311 _____ / _____ a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provid- **Waived**
312 ed by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort- / _____
313 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be

314 Buyer Initials: / _____

DS
KRB
Seller Initials: / _____

315 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection
316 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pes-
317 ticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer
318 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to
319 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

320 **Deeds, Restrictions and Zoning**

321 Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- Waived
322 / _____ nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the _____ / _____
323 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is
324 permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: Residential
325

326 **Water Service**

327 Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or other- Waived
328 / _____ wise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's _____ / _____
329 expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property
330 to its previous condition, at Seller's expense, prior to settlement.

331 **Radon**

332 Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Waived
333 _____ / _____ Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 / _____
334 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by
335 the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can
336 increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house
337 has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any per-
338 son who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of
339 Environmental Protection. Information about radon and about certified testing or mitigation firms is available
340 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
341 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov
342 **On-lot Sewage (If Applicable)**

343 Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional Waived
344 _____ / _____ inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, / _____
345 and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition,
346 at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot
347 Sewage Inspection Contingency.

348 **Property and Flood Insurance**

349 Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for Waived
350 _____ / _____ the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with / _____
351 insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may
352 be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to
353 Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance
354 premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insur-
355 ance agents regarding the need for flood insurance and possible premium increases.

356 **Property Boundaries**

357 Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal Waived
358 _____ / _____ description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property / _____
359 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
360 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-
361 tations of size of property are approximations only and may be inaccurate.

362 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

363 Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a Waived
364 _____ / _____ risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint haz- / _____
365 ards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
366 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
367 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a sep-**
368 **arate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
369 **lead-based paint records regarding the Property.**

370 **Other**

371 Elected _____ Waived
372 / _____ _____ / _____
373

374 The Inspections elected above do not apply to the following existing conditions and/or items: _____
375 _____
376 _____

377 **(D) Notices Regarding Property & Environmental Inspections**

- 378 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
379 the surface of a structure where it may cause mold and damage to the building's frame.

380 Buyer Initials: / _____

Seller Initials: / _____
DS
KRB
Broadway

- 381 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 382 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and dispos-
- 383 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-
- 384 sibility to dispose of them properly.
- 385 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
- 386 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
- 387 the property would be affected or denied because of its location in a wetlands area.
- 388 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 389 pollen and viruses) have been associated with allergic responses.
- 390 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 391 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 392 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 393 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 394 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 395 calling 1-877-724-3258.

396 **13. INSPECTION CONTINGENCY (4-14)**

- 397 (A) The Contingency Period is 90 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elect-
- 398 ed in Paragraph 12(C).
- 399 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
- 400 will, **within the stated Contingency Period:**
- 401 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 402 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 403 Paragraph 26 of this Agreement, OR
- 404 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
- 405 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
- 406 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the correc-
- 407 tions. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental
- 408 requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 409 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 410 Period.
- 411 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by writ-
- 412 ten or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements
- 413 to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 414 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
- 415 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 416 Negotiation Period ends.
- 417 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, with-
- 418 in _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 419 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 420 Agreement, OR
- 421 (2) **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 422 of Paragraph 26 of this Agreement.

423 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**

424 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**

425 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**

426 **Negotiation Period.**

- 427 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
- 428 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
- 429 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected comple-
- 430 tion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if **no Proposal is provided within the**
- 431 **stated time**, Buyer will notify Seller in writing of Buyer's choice to:
- 432 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 433 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 434 Paragraph 26 of this Agreement, OR
- 435 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any
- 436 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required
- 437 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given
- 438 by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
- 439 may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
- 440 to Buyer according to the terms of Paragraph 26 of this Agreement.

441 **If Buyer fails to respond** within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to

442 **Seller within that time, Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

443 Buyer Initials: RSJ / _____

Seller Initials: DS
KRB
_____ Broadway

444 **14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

445 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-
446 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for
447 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of
448 the property and result in a change in property tax.

449 **15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)**

450 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
451 received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices
452 and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 453 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
- 454 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 455 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
- 456 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
- 457 that Buyer will:

 - 458 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
 - 459 Paragraph 28 of this Agreement, OR
 - 460 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 - 461 Paragraph 26 of this Agreement.

462 **If Buyer fails to respond** within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to
463 Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

464 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
465 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
466 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
467 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

- 468 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
- 469 copy of the notice to Buyer and notify Buyer in writing that Seller will:

 - 470 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - 471 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
 - 472 notify Seller in writing within 5 DAYS that Buyer will:

 - 473 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 - 474 will not be unreasonably withheld, OR
 - 475 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 - 476 of Paragraph 26 of this Agreement.

477 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by writ-
478 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this
479 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the
480 notice provided by the municipality.

- 481 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
- 482 Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by
- 483 written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 484 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller
- 485 will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(3) will survive settlement.**

486 **16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (1-10)**

487 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- 488 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of
- 489 the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the
- 490 condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- 491 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
- 492 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declara-
- 493 tion (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the pro-
- 494 visions set forth in Section 5407(a) of the Act.

495 (B) **THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

- 496 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the associa-
- 497 tion a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act pro-
- 498 vides that the association is required to provide these documents within 10 days of Seller's request.
- 499 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
- 500 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
- 501 association in the Certificate.
- 502 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for
- 503 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring
- 504 this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 505

506 Buyer Initials: RSJ / _____

Seller Initials: DS
BRB / _____

507 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
508 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
509 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
510 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
511 (3) Appraisal fees and charges paid in advance to mortgage lender.

512 **17. TITLES, SURVEYS AND COSTS (4-14)**

513 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
514 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
515 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
516 ground; easements of record; and privileges or rights of public service companies, if any.

517 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
518 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies
519 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to
520 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insur-
521 ance policy.

522 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
523 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
524 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

525 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

526 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal
527 description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by
528 Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

529 (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the
530 Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes,
531 but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment
532 against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer
533 sufficient to satisfy all liens and encumbrances against the Property.

534 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
535 specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
536 Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs
537 incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items spec-
538 ified in Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).

539 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
540 tion about the status of those rights unless indicated elsewhere in this Agreement.

541 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

542 (I) **COAL NOTICE (Where Applicable)**

543 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
544 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
545 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
546 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section I of the Act of
547 July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting
548 from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a
549 private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of com-
550 plying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."
551 Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

552 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

553
554 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

555 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

556 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer
557 Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon
558 the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge
559 runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed
560 amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer."
561 A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buy-
562 ers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

563 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

564 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
565 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

566 (B) If any part of the Property included in the sale fails before settlement, Seller will:

- 567 1. Repair or replace that part of the Property before settlement, OR
568 2. Provide prompt written notice to Buyer of Seller's decision to:
569 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
570 if any, OR
571 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the
572 failed part of the Property.

573 Buyer Initials: RSJ / _____

Seller Initials: DS
KRB / _____
Broadway

- 574 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller
- 575 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 576 whichever is earlier, that Buyer will:
- 577 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 578 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 579 Paragraph 26 of this Agreement.
- 580 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) or **fails to terminate** this Agreement by written notice
- 581 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.
- 582 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
- 583 replaced prior to settlement, Buyer will:
- 584 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 585 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 586 Paragraph 26 of this Agreement.

587 **19. HOME WARRANTIES (1-10)**

588 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller under-
589 stand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-
590 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifi-
591 cations that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home
592 warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

593 **20. RECORDING (9-05)**

594 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
595 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

596 **21. ASSIGNMENT (1-10)**

597 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assigna-
598 ble, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
599 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

600 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

- 601 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
- 602 laws of the Commonwealth of Pennsylvania.
- 603 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
- 604 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

605 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (4-14)**

606 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
607 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of
608 600 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons
609 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are
610 required to withhold 10 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
611 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the
612 transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and
613 you fail to withhold, you may be held liable for the tax.

614 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

615 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
616 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
617 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-
618 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

619 **25. REPRESENTATIONS (1-10)**

- 620 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
- 621 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
- 622 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
- 623 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
- 624 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 625 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property
- 626 specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the**
- 627 **Property IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges
- 628 that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
- 629 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor
- 630 of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the sys-
- 631 tems contained therein.
- 632 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 633 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

634 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**

- 635 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 636 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 637 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 638 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 639 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 640 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies, ^{as a} written
- 641 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

642 Buyer Initials: RJ / _____

Seller Initials: KRB

- 643 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller,
- 644 directing Broker how to distribute some or all of the deposit monies.
- 645 3. According to the terms of a final order of court.
- 646 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute
- 647 the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 648 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 10 days (180 if
- 649 not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 650 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 651 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject
- 652 of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 653 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 654 Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any dis-
- 655 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 656 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 657 litigation even after a distribution is made.
- 658 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or
- 659 Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation
- 660 regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming
- 661 them in litigation.
- 662 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 663 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 664 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
- 665 Buyer's legal or financial status, OR
- 666 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 667 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 668 1. On account of purchase price, OR
- 669 2. As monies to be applied to Seller's damages, OR
- 670 3. As liquidated damages for such default.
- 671 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
- 672 **DAMAGES.**
- 673 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G),
- 674 Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- 675 (I) Brokers and licensees are not responsible for unpaid deposits.

676 27. **MEDIATION (1-10)**

677 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,

678 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute

679 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-

680 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be

681 divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before

682 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to

683 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any

684 agreement to mediate disputes or claims arising from this Agreement will survive settlement.

685 28. **RELEASE (9-05)**

686 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any

687 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or

688 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage

689 and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,

690 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage

691 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be

692 in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive

693 Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

694 29. **REAL ESTATE RECOVERY FUND (9-05)**

695 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real

696 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been

697 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-

698 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

699 30. **COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 700 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
- 701 and Closing Disclosure(s) upon receipt.

702 Buyer Initials: KJD / _____

DS
KRB
Seller Initials: KRB / _____

703 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
704 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
705 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
706 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
707 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
708 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
709 unless otherwise agreed to by the parties.

710 **31. HEADINGS (4-14)**

711 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter
712 in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

713 **32. SPECIAL CLAUSES (1-10)**

714 (A) **The following are attached to and made part of this Agreement if checked:**

- 715 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 716 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 717 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 718 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 719 Appraisal Contingency Addendum (PAR Form ACA)
- 720 Short Sale Addendum (PAR Form SHS)
- 721
- 722
- 723

724 (B) **Additional Terms: This agreement is subject to applicable governmental approvals in the**
725 **future development as a 2 unit structure on the site. Dormont Borough to appeal**
726 **current real estate tax assessment with Allegheny County based upon agreed upon**
727 **purchase price after January 1, 2016 and before 1/31/16. This agreement is subject**
728 **to Buyer securing appropriate approvals for new utility service for 2 units on the**
729 **site. Seller to furnish existing appraisal within 7 days. This agreement of sale is**
730 **contingent upon A/C Court of Common Pleas approval under the Conservator Act.**

731 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

732 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which coun-
733 **terparts together shall constitute one and the same Agreement of the Parties.**

734 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are
735 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

736 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures
737 of all parties, constitutes acceptance by the parties.

738 / _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

739 / _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

740 _____ / _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit
741 money) before signing this Agreement.

742 / _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer
743 has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

744 **BUYER** Robert J. Dini **DATE** 12/8/2015 | 4:57 PM ET
Opstreet Properties, LLC

745 **BUYER** _____ **DATE** _____

746 **BUYER** _____ **DATE** _____

747 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

748 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

749 **SELLER** Keith R. Buono **DATE** 12/10/2015 | 8:10 AM ET
Keith R. Buono, Conservator

750 **SELLER** _____ **DATE** _____

751 **SELLER** _____ **DATE** _____