

MEMORANDUM

Date: March 20, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Memorandum of Understanding with Keystone Oaks School District

Background:

The Borough has for many years had a mutual aid agreement with the Keystone Oaks School District that allows us to provide police support for the schools in our Borough.

Discussion:

In the wake of the tragedy in Connecticut, many schools are looking into their procedures for handling emergency situations such as school shootings. Keystone Oaks has worked with our Police Department to develop the attached Memorandum of Understanding that would clarify everyone's role in such an emergency.

Police Chief Mike Bisignani worked with Keystone Oaks to develop this MOU.

Recommendation:

I recommend that Council authorize the Council President and me to execute a Memorandum of Understanding with the Keystone Oaks School District to address school safety in emergency situations.

JN

Attachment

Cc: Mike Bisignani, Police Chief

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
DORMONT **POLICE DEPARTMENT**
AND
KEYSTONE OAKS **SCHOOL DISTRICT**

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter "Memorandum"): Dormont **Police Department.**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum:
Keystone Oaks **School District.**

- B.** The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section II below - occur on school property, at any school sponsored activity or on a conveyance as described in the Safe Schools Act, such as a school bus, providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.
- C.** It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain a safe school environment.
- D. Legal Authority**
1. The parties to this Memorandum enter into this agreement in accordance with the provisions of Article XIII-A of the Public School Code of 1949, as amended, 24 P.S. §§ 13-1301-A *et seq.* (popularly known and hereinafter "Safe Schools Act").
 2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.
 3. Information From Student Records
 - a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - i. Criminal History Record Information Act, 18 Pa. C.S. §§9101 *et seq.*

- ii. The prohibition against disclosures, specified in paragraph IV.C.5 of this Memorandum.
- b. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
 - i. Comply with the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. §99.1 et seq., and 22 Pa. Code §§12.31-12.33 and any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§13-1303-A and 13-1313-A and any amendments thereto.
 - iii. Complete reports as required by Section 1303-A of the Safe Schools Act, 24 P.S. §13-1303-A, and any amendments thereto.
- c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate - to parents, students and the Family Policy Compliance Office¹ - what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

- 1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs,

¹ Questions related to FERPA should be directed to the Family Compliance Office within the U.S. Department of Education.

restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption of the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help the Law Enforcement Authority prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain cooperative relationships with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. Provide the Law Enforcement Authority with a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify the Law Enforcement Authority in specific situations listed in Subsection A of this Section, and has discretion over whether to notify the Law Enforcement Authority about incidents listed in Subsection B of this Section. The Law Enforcement Authority's decision to investigate and file charges may be made in consultation with the School Entity.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity or on a conveyance as described in the Safe Schools Act, including a school bus, providing transportation to or from a school or school sponsored activity:

a. The following offenses under 18 Pa. C.S (relating to crimes and offenses):

i. Section 908 (relating to prohibited offensive weapons).

a) The term "offensive weapon" is defined by Section 908 of the Crimes Code as "[a]ny bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose." See 18 Pa. C.S. §908(c) (relating to definitions).

b) Consistent with Section 908(b) of the Crimes Code (relating to exception), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a *curio* or in a dramatic performance.

ii. Section 912 (relating to possession of weapon on school property).

a) The term "weapon" is defined by Section 912 of the Crimes Code to include, but is not limited to, a knife, cutting instrument, cutting tool, nunchuck, stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

b) Consistent with Section 912(c) of the Crimes Code (relating to defense), this reporting requirement

does not apply to a weapon that is: (i) possessed and used in conjunction with a lawful supervised school activity or course; or (ii) is possessed for other lawful purpose.

- iii. Chapter 25 (relating to criminal homicide).
 - iv. Section 2702 (relating to aggravated assault).
 - v. Section 2709.1 (relating to stalking).
 - vi. Section 2901 (relating to kidnapping).
 - vii. Section 2902 (relating to unlawful restraint).
 - viii. Section 3121 (relating to rape).
 - ix. Section 3122.1 (relating to statutory sexual assault).
 - x. Section 3123 (relating to involuntary deviate sexual intercourse).
 - xi. Section 3124.1 (relating to sexual assault).
 - xii. Section 3124.2 (relating to institutional sexual assault).
 - xiii. Section 3125 (relating to aggravated indecent assault).
 - xiv. Section 3126 (relating to indecent assault).
 - xv. Section 3301 (relating to arson and related offenses).
 - xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - xvii. Section 3502 (relating to burglary).
 - xviii. Section 3503(a) and (b)(1)(v) (relating to criminal trespass).
 - xix. Section 5501 (relating to riot).
 - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act," as amended, 35 P.S. §§ 780-101 et seq., popularly known as the "Drug Act."

- i. As defined in the Drug Act, the term "controlled substance" includes, but is not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines and steroids. *See* 35 P.S. §§780-102 (relating to definitions).
 - ii. As defined in the Drug Act, the term "designer drug" includes, but is not limited to, phenethylamines, N-substituted piperidines, morphinans, ecgonines, quinazolinones, substituted indoles and arylcycloalkylamines. *See* 35 P.S. §780-102.
 - iii. As defined in the Drug Act, the term "drug paraphernalia" may include, depending on the circumstances, hypodermic syringes, needles and rolling papers, as well as other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body. *See* 35 P.S. §780-102.
- c. Attempt, solicitation or conspiracy to commit any of the offenses listed in Subsections a. and b. of this Section.
 - d. An offense for which registration is required under 42 Pa. C.S. §9795.1 (relating to registration).
- 2. In responding to students who commit an incident listed under Section 1303-A(b)(4.1) of the Safe Schools Act, 24 P.S. § 13-1303-A(b)(4.1), the School Entity may consider the propriety of utilizing available school-based programs, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit the discretion of the Law Enforcement Authority.

B. Discretionary Notification

- 1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity or on a conveyance as described in the Safe Schools Act, including a school bus, providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - i. Section 2701 (relating to simple assault).
 - ii. Section 2705 (relating to recklessly endangering another person).

- iii. Section 2706 (relating to terroristic threats).
- iv. Section 2709 (relating to harassment).
- v. Section 3127 (relating to indecent exposure).
- vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
- vii. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
- viii. Chapter 39 (relating to theft and related offenses).
- ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
- x. Section 5503 (relating to disorderly conduct).
- xi. Section 6305 (relating to sale of tobacco).
- xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
- xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

b. Attempt, solicitation or conspiracy to commit any of the offenses listed in Subsection a. of this Section.

2. In exercising its discretion to determine whether to notify the Law Enforcement Authority of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the School Entity's ability to defuse or resolve the situation, the student's intent, the student's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in Subsections A or B, the Law Enforcement Authority's decision to investigate and file charges is at the sole discretion of the Law Enforcement Authority, and it may be made in consultation with the School Entity.
2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. When appropriate

under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

- D. Notification of the Law Enforcement Authority when incident involves children with disabilities
1. If a child with a disability commits an incident of misconduct, the School Entity and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability, and there may be no intent to commit an unlawful act. A child with a disability under this Subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services) or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity shall provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification shall state that the child has an IEP or service agreement that includes a behavior support plan, may include the School Entity's recommendation that Law Enforcement Authority intervention may not be required, and may advise that the School Entity will act to address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students—general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.
 3. In the event a child with a disability commits a discretionary notification offense under Subsection B, and the School Entity does not believe that Law Enforcement Authority intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§14.133, 15.3 or 711.46.
 4. In accordance with 34 C.F.R. 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing shall prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing shall prevent the Law Enforcement Authority and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an offense committed by a child with a disability, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

[Describe any specific procedures to be followed for incidents involving a student with a disability as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities.)]

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
 8. Injuries involved.
 9. Whether EMS or the Fire Department were notified.
 10. Identity of the school contact person.

11. Identity of the witnesses to the incident, if any.
 12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
 13. Other such information as is known to the School Entity and believed to be relevant to the incident.
- F. No later than September 30th of each year the School Entity shall furnish to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:
1. Blueprints or floor plans of the school buildings.
 2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
 3. Location(s) of predetermined or prospective command posts.
 4. Current teacher/employee roster.
 5. Current student roster.
 6. Most recent school yearbook.
 7. School fire-alarm shutoff location and procedures.
 8. School sprinkler system shutoff location and procedures.
 9. Gas/utility line layouts and shutoff valve locations.
 10. Cable/satellite television shutoff location and procedures.
 11. Other such information as is known to the School Entity and believed to be relevant to assisting the Law Enforcement Authority's ability to respond to an emergency.

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.

- d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange Information.
 - g. Confer with officials of the School Entity to determine the extent of Law Enforcement Authority involvement required by the situation.
2. Incidents not in progress:
- a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange Information.
 - e. Confer with official of the School Entity to determine the extent of Law Enforcement Authority involvement required by the situation.
3. Incidents initially reported to the Law Enforcement Authority:
- a. If the incident described in Sections II.A. or II.B. is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in Sections II.A. through II.E.
- B. Custody of Actors
1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating officer of the Law Enforcement Agency under any of the following circumstances:
- a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention.
 - c. The student is being taken into custody for the protection of the student.

- d. The student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating officer of the Law Enforcement Authority shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the School Entity have the right to exercise the same authority as a parent, guardian or person in parental relation to such student concerning conduct and behavior over the students attending school during the time they are in attendance, including the time required in going to and from their homes.
2. School Entity authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Sections II.A. or II.B. shall be immediately notified of the incident, and they shall be informed about any notification regarding that incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in an incident listed under Sections II.A. or II.B.

C. Scope of School Entity's Involvement

1. General Principles

Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority shall keep the Chief Administrator of the School Entity, or his/her designees, informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

3. Witnesses

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by the Law Enforcement Authority.
- b. When a parent or guardian is not present, a School Entity official shall not stand in the place of the parent or guardian during an interview by the Law Enforcement Authority.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the Investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual that is the subject of the investigation, nor his/her subordinate(s) or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All School Entities are required submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Sections II.A. and II.B. Before submitting the required annual report, each chief school administrator of the School Entity and each Law Enforcement Authority having jurisdiction over school property of the School Entity shall do the following:

1. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the Law Enforcement Authority with jurisdiction over the relevant school property. The Law Enforcement Authority shall review the report and compare the data regarding criminal offenses and notification of Law Enforcement to determine its accuracy.
2. No later than fifteen days prior to the deadline for submitting the annual report, the Law Enforcement Authority shall notify the Chief School Administrator, in writing, whether the report accurately reflects police incident data. Where the Law Enforcement Authority determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the Law Enforcement Authority determines that the report does not accurately reflect police incident data, the Law Enforcement Authority shall indicate any discrepancies between the report and police incident data.
3. Prior to submitting the annual report, the Chief School Administrator and the Law Enforcement Authority shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the Law Enforcement Authority shall notify the Chief School Administrator and the Office in writing.
4. Where a Law Enforcement Authority fails to take action as required under clause (1) or (2), the Chief School Administrator shall submit the annual report and indicate that the Law Enforcement Authority failed to take action as required under clause (1) or (2).

5. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report] Law Enforcement Authority and Chief School Administrator shall meet and discuss any discrepancies.

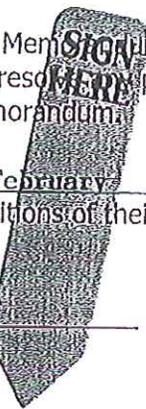
V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. If changes in state or federal law require changes to Memorandum, the parties shall amend this Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this 21 day of February, 2013, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.



Chief School Administrator


Keystone Oaks School District
School Entity, _____

Chief Law Enforcement Authority



Law Enforcement Authority, _____
Police Department

President of Borough Council

Borough Council



MEMORANDUM

Date: March 18, 2013

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager 

Subject: Reimbursement of Educational Expenses – Joey Skrip

Background:

During the process of adopting the 2013 Budget, Council approved the addition of a laborer in the Parks Department to assist the Parks Superintendent with his duties, including maintaining the pool. The person hired to fill that position at the beginning of this year is Mr. Joey Skrip.

Discussion:

Mr. Skrip had been working for the Borough in the Parks Department for a number of years as part-time help and so he was very familiar with the department and its operations. During that time, he also was attending school to receive his HVAC (air conditioning and heating) certification. He completed that training in February and is now fully certified. We are already utilizing him for assistance with our HVAC maintenance to the point where we were comfortable not needing an annual service contract of \$1400 per year. In addition, he will save us time and money by being able to respond to heating and cooling problems that might have caused inconvenience to our patrons and staff.

The Teamsters Union contract allows for the reimbursement of educational expenses that benefit the Borough provided that they are budgeted for. Unfortunately, since Mr. Skrip wasn't on full-time at the time we were budgeting we could not budget for this in advance. However, given the savings that we will have from Mr. Skrip's education, I would like to ask Council to authorize the reimbursement of a portion of his educational expenses.

As you can see from the attached request, Mr. Skrip spent \$3,230 to attain his certification. He is requesting that the Borough reimburse him for half of that, \$1,615. We have almost saved that this year by simply not renewing our annual maintenance agreement. Should we need HVAC repairs that are beyond Mr. Skrip's abilities, we will contact the HVAC vendor we would have used in the past. But if that occurs, their service contract wouldn't have covered the cost either. Funds for this are available in the Contingency line item. I do not know of any other instances of this type of reimbursement in the future but will make sure that if there are, they are budgeted for pursuant to the Union contract.

Recommendation:

I recommend that Council authorize me to reimburse Mr. Joey Skrip \$1,615 for half of his tuition expenses to obtain his HVAC certification.

JN

Attachments

Cc: T. J. Conroy, Parks Superintendent

Reimbursement of Funds

For Joey Skrip

HVAC

To: Borough Manager

Cc: Council Members

I have graduated from Dean Institute of Technology on February 21, 2013 for heating and air conditioning and completed 540 hours of training. I am asking the Borough of Dormont for at least half of the cost for my schooling that was paid out of pocket. Through my schooling for HVAC (Heating and Cooling) I will be able to service units within the Borough facilities such as the Rec Center, Borough Gymnasium, Road Department, and Parks Department. With my skills I can perform basic preventative maintenance for safety saving the borough costs of calling an outside technician for basic trouble shooting and minor repairs. I am able to service units to the best of my knowledge and locate possible or present problems providing input as to where outside service technicians will charge service call fees just to take a look at the units. With my HVAC schooling I am able to at least trouble shoot units in house pointing the borough in the right directions of repairs or future problems that may occur within the units. Outside services are looking to make as much profit as possible, as to where I am already a current borough employee. Through my experience it will be very beneficial to save costs, even used as a second opinion of outside technicians to ensure the problem diagnosed is correct or if there is a possible alternative to my knowledge that can save in costs.

Registration payment	\$50.00
Textbook Charges	\$334.00
AWS/EPA/ARI Tests	\$40.00
Tuition	\$2,515.00
Text Book Charges	\$291.00
<hr/>	
Total	\$3,230.00
Requesting	\$1,615.00

*See Attached Copies *

Dean Institute of Technology

does hereby confer

Diploma

In

Heating & Air Conditioning

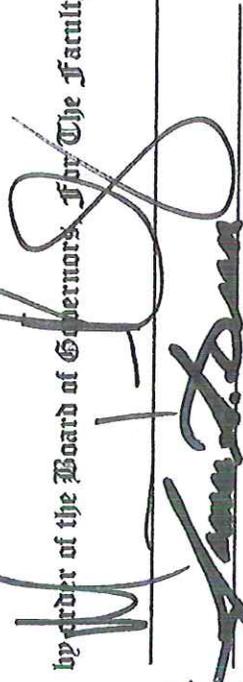
Upon

Joseph J. Skrip

Said Candidate having completed satisfactorily the prescribed courses of study requiring 540 class hours, and receipt of approval and nomination from the faculty.

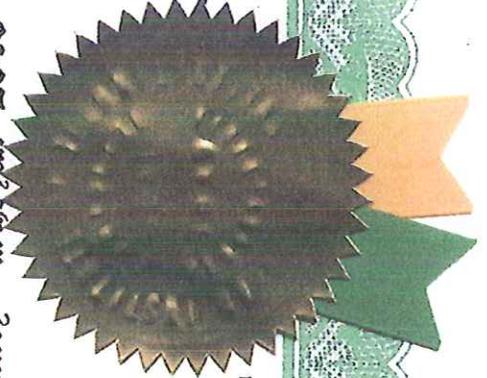
Signed and Validated in accordance with the authority bestowed by the Commonwealth of Pennsylvania this
21 day of February in the year 2013

by order of the Board of Governors For The Faculty



James S. Dean, President

Pittsburgh, Pennsylvania



ESCO institute

Program EPA Approved
December 28, 1993



CERTIFICATE NO. **666259243360**

EPA Certified

NAME: **JOE SKRIP**

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

STUDENT ACCOUNT : 3/6/2012 to 2/12/2013

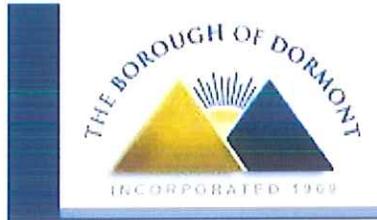
JOSEPH
SKRIP

J

Department	HVAC	Total Cost	\$ 9,450.00
Enrollment	NIGHT STUDENT	# Dependents	0
Start Date	3/6/2012	Marital Status	SINGLE
Exp. Completion	2/21/2013	Agency	CIVILIAN STUDENT
Graduated	2/21/2013	GRANT 1	
Housing	COMMUTER	GRANT 2	
Dependency	DEPENDENT	Contract #	
D.O.B.	12/4/1989		

Payment	Date	Code	Receipt	Description	Debit	Credit	Balance
CHARGE	1/11/2012	RFEE		Registration Charge	\$50.00	\$0.00	\$50.00
CHECK	1/11/2012	FEPT	3812	Registration payment	\$0.00	\$50.00	\$0.00
CHARGE	3/6/2012	SPQR		Spring Quarter	\$4,725.00	\$0.00	\$4,725.00
CHARGE	3/6/2012	BKCG		Textbook Charges	\$334.00	\$0.00	\$5,059.00
CHECK	3/6/2012	BOOK	70606	Book Payment	\$0.00	\$334.00	\$4,725.00
LOAN	4/10/2012	DLSU	70806	Direct Loan Sub.	\$0.00	\$1,277.00	\$3,448.00
LOAN	4/10/2012	DLUN	70807	Direct Loan Un-Sub.	\$0.00	\$730.00	\$2,718.00
CHARGE	5/1/2012	BKCG		Textbook Charges	\$12.50	\$0.00	\$2,730.50
CREDIT CA	5/1/2012	BOOK	70860	Book Payment	\$0.00	\$12.50	\$2,718.00
CHARGE	5/29/2012	TEST		AWS/EPA/ARI Tests	\$40.00	\$0.00	\$2,758.00
CASH	5/29/2012	TSTP	70884	AWS/EPA/ARI Test Pymt.	\$0.00	\$40.00	\$2,718.00
LOAN	6/7/2012	DLUN	70914	Direct Loan Un-Sub.	\$0.00	\$1,459.00	\$1,259.00
CHECK	6/20/2012	TUIT	70927	Cash/Check By Student	\$0.00	\$1,000.00	\$259.00
CHARGE	9/4/2012	FAQR		Fall Quarter	\$4,725.00	\$0.00	\$4,984.00
CHARGE	9/4/2012	BKCG		Textbook Charges	\$291.00	\$0.00	\$5,275.00
CREDIT CA	9/4/2012	BOOK	71124	Book Payment	\$0.00	\$291.00	\$4,984.00
LOAN	9/6/2012	DLUN	71163	Direct Loan Un-Sub.	\$0.00	\$731.00	\$4,253.00
LOAN	9/6/2012	DLSU	71164	Direct Loan Sub.	\$0.00	\$1,278.00	\$2,975.00
LOAN	9/6/2012	DLUN	71165	Direct Loan Un-Sub.	\$0.00	\$1,460.00	\$1,515.00
CREDIT CA	1/30/2013	TUIT	71751	Cash/Check By Student	\$0.00	\$750.00	\$765.00
CREDIT CA	2/7/2013	TUIT	71836	Cash/Check By Student	\$0.00	\$765.00	\$0.00
					\$10,177.50	\$10,177.50	\$0.00





MEMORANDUM

Date: March 21, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Ordinance No. 1596 – Vehicle Sales and Service

Background:

In January of 2011, Council passed Ordinance No. 1449 which set a requirement in the Zoning Code that the total square footage of vehicle sales and service facilities in the Borough could not exceed 228,000 square feet. This Ordinance was not approved by the County but passed by the Borough over their objection. The County objected because they believed that such a restriction is illegal and would be overturned if challenged by an applicant. The Ordinance was passed in an attempt to restrict additional car dealerships in the Borough.

Discussion:

Following passage of Ordinance 1449, Cochran Nissan came in to ask for the expansion of their facility. Because of this Ordinance, they were sent for a variance through the Zoning Hearing Board. The Zoning Hearing Board granted the variance because they also felt that the restriction put in by Ordinance 1449 was not sustainable. Both the current Solicitor and I feel that this Ordinance would be overturned as well because there was no justification for the square footage selected. No satisfactory explanation was given as to why 228,000 square feet was used as opposed to any other number other than that this number would prevent additional businesses. As was explained to the Planning Commission, the proper way to handle this situation would be to revise our Zoning Code to only permit vehicle sales and service establishments in certain areas. Pending the outcome of our Comprehensive Planning process and the following rewrite of our Zoning Code, that is likely to happen.

Based on this, the Planning Commission recommends to Council that you approve Ordinance No. 1596. Both this Ordinance and the Planning Commission recommendation are attached to this report. Ordinance No. 1596 removes the language placed into the Code by Ordinance No. 1449. Until such time as we rewrite our Zoning Code, the only restriction on additional vehicle sales or service establishments will be those imposed by the current development in the Borough and the lack of available sites for any future development. Because this Ordinance was not passed before this date, Cochran has proceeded to the Zoning Hearing Board for a second variance to allow construction of the Infiniti Dealership. That variance was granted.

Recommendation:

I recommend that Council adopt Ordinance No. 1596 which removes restrictions on the total square footage of vehicle sales and service establishments in the Borough.

JN

Attachments

ORDINANCE NO. 1596

AN ORDINANCE AMENDING CHAPTER 210 ZONING §210-62(S)(2)(c) OF THE
CODE OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY,
COMMONWEALTH OF PENNSYLVANIA RELATIVE TO THE LOT AREA
RESTRICTIONS FOR VEHICLE SALES AND SERVICE ESTABLISHMENTS

WHEREAS, the Dormont Borough Council adopted Ordinance Number 1449 on July 3, 1994 and it was subsequently codified as Chapter 210, Zoning; and

WHEREAS, Subsection §210-62(S) was amended on January 3, 2011 by Ordinance No. 1569, §1, to provide for a lot area restriction that provides that "the maximum square footage for vehicle sales and service establishments in the Borough of Dormont will not exceed 228,000 square feet of space;" and

WHEREAS, the Council wishes to amend this language by deleting this restriction in its entirety;

NOW, THEREFORE, it is hereby established that:

Section 1. §210-62(S)(2)(c) of the Code of the Borough of Dormont stating that "the maximum square footage for vehicle sales and service establishments in the Borough of Dormont will not exceed 228,000 square feet of space" is hereby deleted in its entirety.

Section 2. Any Ordinance or Resolution or part of an Ordinance or Resolution in conflict with any provision of this Ordinance is hereby repealed.

IT IS HEREBY ORDAINED AND ENACTED BY THE DORMONT BOROUGH COUNCIL ON THIS ____
DAY OF _____, 2013.

ATTEST:

BOROUGH SECRETARY

BY: COUNCIL PRESIDENT

APPROVED on this ____ day of _____, 2013

MAYOR

Memo

To: Dormont Borough Council
From: Dormont Planning Commission by Matthew Hamilton, Secretary, Planning Commission
CC: Jeff Naftal, Borough Manager and Pat Kelly, Borough Zoning Officer
Date: 3/18/2013
Re: Planning Commission Recommendations to Council

Please be advised that at its February 19, 2013 meeting, the Planning Commission passed motions to make the following recommendations to Borough Council:

- The Planning Commission recommends that ordinance 1596 to remove the square footage requirement on vehicle sales

Respectfully yours,



Matt D. Hamilton

DODARO, MATTA & CAMBEST, P.C.
ATTORNEYS AT LAW
1001 ARDMORE BOULEVARD, SUITE 100
PITTSBURGH, PENNSYLVANIA 15221-5233
TEL: (412) 243-1600
FAX: (412) 243-1643

M E M O R A N D U M

TO: JEFFREY NAFTAL (VIA E-MAIL jnaftal@boro.dormont.pa.us)

FROM: JOHN F. CAMBEST, ESQUIRE

RE: RESOLUTION/COCHARAN LAND SWAP/FIRST AMENDMENT TO
AGREEMENT
OUR FILE NO. DOR-8001

DATE: MARCH 20, 2013

Jeff,

Please be advised that Eric Hume of McNees Wallace & Nurick, LLC, legal Counsel to Cochran, and I have been involved in discussions concerning the original Resolution and Agreement dated December 19, 2012 between the Borough and Cochran relative to the exchange of certain real property situate in the Borough of Dormont. As a result of the discussions with Mr. Hume, we decided that the attached proposed Resolution and First Amendment to the Agreement between Dormont and Cochran would help to clarify the parcels involved, namely Parcel No. 1, Parcel No. 3 and Parcel No. 8, in regard to their specific Lot and Block Numbers as well as their metes and bounds descriptions. In addition, the decision to redraft the Resolution and First Amendment to Agreement was requested by the Land Title Company retained by Cochran. The Land Title Company requested that a more comprehensive deed description, including the appraised value of the individual properties would aid the Land Title Company in providing a Title Policy to Cochran.

I have reviewed the proposed Resolution and First Amendment to Agreement, and it is my legal opinion that it is not inconsistent with the original Resolution and Agreement between the parties. The proposed Resolution and First Amendment merely clarifies issues as to the Deed descriptions as well as the appraised values for each parcel.

If you have any questions concerning these matters please do not hesitate to contact me.

Attachment

j:\client docs\borough of dormont\cochran land swap\natal, jeffrey memo (03-20-2013).docx

BOROUGH OF DORMONT
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO 02 - 2013

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THAT PROPERTY OWNED BY THE BOROUGH OF DORMONT, KNOWN AS LOT AND BLOCK NUMBERS 98-F-213, 98-F-214 AND 98-F-215, BE CONVEYED TO COCHRAN R.E., L.P., A PENNSYLVANIA LIMITED PARTNERSHIP, IN EXCHANGE FOR REAL PROPERTY OWNED BY COCHRAN R.E., L.P., KNOWN AS LOT AND BLOCK NUMBERS 98-G-129, 98-G-132, 98-G-133, 98-G-135 AND 98-G-136 AND LOT & BLOCK NUMBER 98-G-95; RATIFYING AND CONFIRMING THE PRIOR EXECUTION OF AN AGREEMENT WITH COCHRAN R.E., L.P., FOR THE EXCHANGE OF REAL PROPERTY; AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH COCHRAN R.E., L.P.; AUTHORIZING INCIDENTAL ACTION TO BE TAKEN BY OFFICERS OF THE AUTHORITY; RESCINDING INCONSISTENT RESOLUTIONS; AND STATING THE EFFECTIVE DATE.

WHEREAS, the Borough of Dormont, Allegheny County, Pennsylvania (the "Borough") is the owner of that certain parcel or parcels of real property situate in the Borough on West Liberty Avenue, commonly known as Allegheny County Lot & Block Numbers 98-F-213, 98-F-214 and 98-F-215, being more particularly described in that certain deed recorded in the Allegheny County Department of Real Estate in Deed Book 14590, Page 70, and in Exhibit "A", attached hereto and incorporated herein by reference (collectively, "Borough Parcel 1"); and

WHEREAS, Borough Parcel 1 is currently utilized by the Borough as a metered public parking lot; and

WHEREAS, Cochran RE, L.P. (hereinafter "Cochran"), is the owner of those certain contiguous parcels of real property situate in the Borough on West Liberty Avenue, said parcels being identified and described as follows: Allegheny County Lot & Block Number 98-G-129, {A3277128:1}

being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12868, Page 380; Allegheny County Lot & Block Number 98-G-132, being more particularly described as Lot No. 1 in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12085, Page 499; Allegheny County Lot & Block Number 98-G-133, being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 13672, Page 555; Allegheny County Lot & Block Number 98-G-135, being more particularly described as Lot No. 4 in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12085, Page 499; and Allegheny County Lot & Block Number 98-G-136, being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12426, Page 393, all of which are described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Cochran Parcel 8"); and

WHEREAS, Cochran is the owner of that certain parcel of real property situate in the Borough on West Liberty Avenue, said lands being identified as Allegheny County Lot & Block Number 98-G-95, being more particularly described as Lot No. 3 in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12085, Page 499 and in Exhibit "C" attached hereto and incorporated herein by reference ("Cochran Parcel 3"); and

WHEREAS, pursuant to that certain appraisal prepared by Anthony C. Barna of Kelly Rielly Nell Barna, and dated September 10, 2010, the appraised value of the Borough Parcel 1 is \$620,000.00, and said appraisal has been filed with the Borough Secretary and is available for review at the offices of the Borough, 1444 Hillside Avenue, Dormont Borough, Pittsburgh, PA 15216, Monday through Friday, 8:30 A.M. to 4:30 P.M., federal holidays and weather

emergencies excluded; and

WHEREAS, pursuant to that certain appraisal prepared by David J. King of Niklas King McConahy, and dated November 9, 2011, updated by letter dated February 25, 2013, the appraised value of the land constituting Cochran Parcel 8 is \$640,000, and said appraisal and update letter has been filed with the Borough Secretary and is available for review at the offices of the Borough, 1444 Hillsdale Avenue, Dormont Borough, Pittsburgh, PA 15216, Monday through Friday, 8:30 A.M. to 4:30 P.M., federal holidays and weather emergencies excluded; and

WHEREAS, pursuant to that certain appraisal prepared by James E. Lignelli of Diversified Evaluation Company, and dated November 12, 2010, the appraised value of Cochran Parcel 3 is \$205,000.00, and said appraisal has been filed with the Borough Secretary and is available for review at the offices of the Borough, 1444 Hillsdale Avenue, Dormont Borough, Pittsburgh, PA 15216, Monday through Friday, 8:30 A.M. to 4:30 P.M., federal holidays and weather emergencies excluded; and

WHEREAS, Cochran is desirous of acquiring Borough Parcel 1; and

WHEREAS, the Borough is desirous of acquiring Cochran Parcel 8 and Cochran Parcel 3 for use for municipal parking; and

WHEREAS, pursuant to Section 1201.1(d) of the Borough Code, as amended, 53 P.S. Section 46201.1(d), Borough Council has the authority to authorize by resolution the exchange real property owned by the Borough for other property, provided such property being acquired by the Borough is of equal or greater value than the property owned by the Borough, and the property being acquired by the Borough is to be used for municipal purposes; and

WHEREAS, in accordance with the appraisals referenced above, Borough Council has determined that Cochran Parcel 8 and Cochran Parcel 3 are of greater value than Borough Parcel

1; and

WHEREAS, the Borough intends to use Cochran Parcel 8 and Cochran Parcel 3 for the municipal purpose of providing public parking for the residents of the Borough; and

WHEREAS, pursuant to Borough Resolution 22-2012, adopted December 19, 2012, Borough Council authorized the exchange of Borough Parcel 1 for Cochran Parcel 8 and Cochran Parcel 3; and

WHEREAS, in conjunction with the adoption of Borough Resolution 22-2012, the Borough entered into that certain Agreement with Cochran dated December 19, 2012 (the "Exchange Agreement"), pursuant to which the Borough agreed to convey Borough Parcel 1 to Cochran, and Cochran agreed to convey Cochran Parcel 3 and Cochran Parcel 8 to the Borough, in accordance with the terms and conditions thereof, a copy of said Exchange Agreement having been filed with the Borough Secretary and is available for review at the offices of the Borough, 1444 Hillside Avenue, Dormont Borough, Pittsburgh, PA 15216, Monday through Friday, 8:30 A.M. to 4:30 P.M., federal holidays and weather emergencies excluded; and

WHEREAS, the Borough desires to reaffirm its authorization of the exchange of Borough Parcel 1 for Cochran Parcel 8 and Cochran Parcel 3, and further to authorize the amendment of the Exchange Agreement to identify Borough Parcel 1, Cochran Parcel 8 and Cochran Parcel 3 as the same are identified above.

NOW, THEREFORE, be it resolved, by the Council of the Borough of Dormont, as follows:

Section 1. Pursuant to the authority set forth in Section 1201.1(d) of the Borough Code, as amended, 53 P.S. Section 46201.1(d), the Borough hereby authorizes and directs that Borough Parcel 1 be conveyed to Cochran in exchange for Cochran Parcel 8 and Cochran Parcel

3, in accordance with the terms and conditions set forth in the Exchange Agreement, as amended.

Section 2. The prior execution of the Agreement by the Borough Council President and Secretary is hereby ratified and confirmed.

Section 3. The proper Borough Officials are authorized, empowered and directed to execute an Amendment to the Exchange Agreement that further identifies Borough Parcel 1, Cochran Parcel 8 and Cochran Parcel 3 as described in this Resolution, the form of said Amendment to the Exchange Agreement having been filed with the Borough Secretary and is available for review at the offices of the Borough, 1444 Hillsdale Avenue, Dormont Borough, Pittsburgh, PA 15216, Monday through Friday, 8:30 A.M. to 4:30 P.M., federal holidays and weather emergencies excluded.

Section 4. The proper Borough Officials are authorized, empowered and directed on behalf of the Borough to execute any and all papers and documents, including but not limited to a special warranty deed conveying Borough Parcel 1, an owner's affidavit making the usual and customary representations and warranties attendant to a commercial real estate transaction, a settlement statement, and all other documents, and to do or cause to be done any and all acts and things necessary or proper for the execution or carrying out of the purposes of these Resolutions, and in connection with the effectuation of the Exchange Agreement.

Section 5. All prior resolutions or parts thereof inconsistent herewith are rescinded, canceled and annulled.

Section 6. This Resolution shall be effective immediately.

RESOLVED this 1st day of April, 2013.

ATTEST:

BOROUGH OF DORMONT

By _____
Jeff Naftal
Board Secretary

By _____
Willard McCartney
Board President

Examined and approved by me this _____ day of _____, 2013

By _____
Thomas R. Lloyd
Borough of Dormont Mayor

Exhibit "A"

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Block and Lot Nos. 98-F-213, 98-F-214 and 98-F-215 (formerly identified as all of Block and Lot 98-F-215 and parts of 98-F-210 and 62-E-400), being bound and described as follows:

BEGINNING at a point on the northwest corner of West Liberty Avenue and McFarland Road, then along the northerly line of McFarland Road, South 82° 30' 41" West, a distance of 78.95 feet to a point on the easterly line of Raleigh Avenue; then along the easterly line of Raleigh Avenue by an arc of a circle curving to the left (and not tangent to the preceding line) having a radius of 671.80 feet, and arc distance of 128.77 feet, and a chord bearing of North 23° 13' 47" East, and a chord distance of 128.57 feet to a point of tangency; then continuing along the line of Raleigh Avenue North 17° 44' 19" East 162.82 feet to a point; then leaving the easterly line of Raleigh Avenue and running through lands of the Port Authority of Allegheny County of which this is a part, South 72° 15' 08" East, a distance of 60.00 feet to a point on the easterly line of Port Authority Exclusive Transit Right of way; then along the said line North 17° 44' 19" East, a distance of 12.53 feet to a point on said line; then leaving said line and along a line dividing the lands now or formerly of Port Authority of Allegheny County and the lands now or formerly of Red Bull Inc., South 40° 39' 19" East, a distance of 140.58 feet to a point on the westerly line of West Liberty Avenue; then along the said westerly side of West Liberty Avenue, South 49° 20' 41" West, a distance of 230.13 feet to a point at the northwest corner of the intersection of West Liberty Avenue and McFarland Road, said point being the place of BEGINNING. Containing an area of 32,795.40 square feet more or less.

BEING the same premises conveyed to the Borough of Dormont by deed dated May 16, 2011 and recorded in Deed Book 14590, Page 70.

Exhibit "B"

Tax Parcel No. 98-G-129

ALL THAT CERTAIN lot or piece of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 557 and 558 in the Delmont Plan of Lots, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 24, pages 170 and 171, together bounded and described as follows, to-wit:

BEGINNING on the southeasterly side of West Liberty Avenue (as relocated by Dormont Borough Ordinance No. 798) at the dividing line between Lots Nos. 557 and 556 in said plan thence northeastwardly along said side of West Liberty Avenue, 60 feet to the dividing line between Lots Nos. 558 and 559 in said plan; thence southeastwardly along side dividing line, 105 feet to the northwesterly side of First Alley; thence southwestwardly along said side of First Alley, 60 feet to the dividing line between Lots Nos. 556 and 557; thence northwestwardly along said dividing line, 105 feet to the southeasterly side of West Liberty Avenue, at the place of beginning.

BEING designated as Block 98-G, Lot 129.

BEING the same premises conveyed from Edward Charles and Cathern V. Charles, also known as Cathern Charles, husband and wife, by their agent, James Scott Charles, to Cochran R.E., L.P., a Pennsylvania limited partnership, dated June 1, 2006 and recorded June 2, 2006 in Deed Book Volume 12868, page 380.

Tax Parcel No. 98-G-132

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lot 559 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 24, pages 170 and 171, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue, sixty feet wide, common with the northwest corner of Lot No. 560 in the Delmont Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109; thence from said point of beginning along the westerly line of said Lot 560 South 36° 44' 10" East, 105.00 feet to a capped survey pin set on the northerly right-of-way line of First Alley, fifteen feet wide; thence along said line of First Alley South 53° 15' 50" West, 30.00 feet to a capped survey pin set on the southeast corner of Lot 558 in said Delmont Plan of Lots recorded in Plan Book Volume 24, pages 170-171; thence along the easterly line of said Lot 558 North 36° 44' 10" East, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue North 53° 15' 50" East, 30.00 feet to the point of beginning. CONTAINING an area of 3,150 square feet.

BEING part of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

Tax Parcel No. 98-G-133

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot 561 and all of Lot 560 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue common with the northwest corner of lands of McMinn Oldsmobile, Inc., recorded in Deed

{A3277128:1}

Book Volume 7433, page 390; said point being South 53° 15' 50" East, 0.58 feet from the westerly line of Lot 562 in said plan; thence from said point of beginning along said westerly line of McMinn Oldsmobile South 36° 44' 10" East, 105.00 feet to railroad spike set on the northerly right-of-way line of First Alley; thence along the northerly right-of-way line of First Alley South 53° 15' 50" West, 59.42 feet (deed: 60.00 feet) to a capped survey pin set on the southeast corner of Lot 559 in the Delmont Plan of Lots recorded in Plan Book Volume 6785, page 648; thence along said Lot 559 North 36° 44' 10" West, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue North 53° 15' 50" East, 59.42 feet (deed: 60.00 feet) to the point of beginning.

CONTAINING an area of 6,239 square feet.

BEING designated as Block and Lot No. 98-G-133.

BEING the same property which Nancy Jean Keelan and Robert K. Nolan, Co-Trustees of the Nolan Family Trust No. 2, successor in interest to W. Paul Nolan Trustee and Trust dated May 24, 1983, granted and conveyed unto Cochran R.E., L.P. by deed recorded July 15, 2008 in Deed Book Volume 13672, Page 555.

Tax Parcel No. 98-G-135

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being all of Lot 562 and northeasterly seven inches (0.58 feet) to Lot 561 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue common with the northwest corner of Lot 563 in said plan; thence along the westerly line of said Lot 563 South 36° 44' 10" East, 104.91 feet to a capped survey pin set on the northerly right-of-way line of First Alley, fifteen feet wide; thence along the northerly right-of-way line of First Alley South 53° 15' 50" West, 30.58 feet to a railroad spike set on the southeast corner of Lot 561 in said plan; thence along the easterly line of said Lot 561 North 36° 44' 10" West, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue the following two courses: North 53° 15' 50" East, 22.85 feet; and North 53° 54' 50" East, 7.73 feet to the point of beginning.

CONTAINING an area of 3,211 square feet.

BEING designated as Block and Lot No. 98-G-135.

BEING part of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

Tax Parcel No. 98-G-136

ALL that certain lot or ground situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 563 in the Delmont Plan of record in the Recorder's Office of Allegheny County in Plan Book Volume 25, pages 108 and 109.

BEING designated as Block 98-G, Lot 136.

BEING the same premises which vested in Cochran R.E., L.P. by deed of Kenneth H. Moeslein and Linda J. Moeslein, husband and wife, dated April 28, 2005 and recorded in Deed Book Volume 12426, page 393.

Exhibit "C"

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny, Commonwealth of Pennsylvania, being Lots 1, 2, and 3 in the Lebanon Heights Land Company's Plan of Lots recorded in Plan Book Volume 20, pages 124 and 125, described as follows:

BEGINNING at a masonry nail set on the northerly right-of-way line of West Liberty Avenue at the dividing line between Lot Nos. 3 and 4 in said plan; thence along the northerly right-of-way line of West Liberty Avenue South $53^{\circ} 54' 50''$ West, 101.23 feet to a masonry nail set on the easterly right-of-way line of Biltmore Avenue; thence along the easterly right-of-way line of Biltmore Avenue North $33^{\circ} 57' 10''$ West, 105.07 feet to a railroad spike set on the southerly right-of-way line of Boyd Way (also known as Boyd Alley), twelve feet wide; thence along the southerly right-of-way line of Boyd Way North $53^{\circ} 54' 50''$ East, 97.32 feet to a capped survey pin set on the northwest corner of Lot No. 4 in said plan; thence along the westerly line of said Lot No. 4 and lands now of the Borough of Dormont recorded in Deed Book Volume 6781, page 486, South $36^{\circ} 05' 10''$ East, 105.00 feet to the point of beginning.

CONTAINING an area of 10,424 square feet.

BEING designated as Block and Lot No. 98-G-95.

BEING a portion of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

DODARO, MATTA & CAMBEST, P.C.
ATTORNEYS AT LAW
1001 ARDMORE BOULEVARD, SUITE 100
PITTSBURGH, PENNSYLVANIA 15221-5233
TEL: (412) 243-1600
FAX: (412) 243-1643

M E M O R A N D U M

TO: JEFFREY NAFTAL (VIA E-MAIL jnaftal@boro.dormont.pa.us)

FROM: JOHN F. CAMBEST, ESQUIRE

RE: RESOLUTION/COCHARAN LAND SWAP/FIRST AMENDMENT TO
AGREEMENT
OUR FILE NO. DOR-8001

DATE: MARCH 20, 2013

Jeff,

Please be advised that Eric Hume of McNees Wallace & Nurick, LLC, legal Counsel to Cochran, and I have been involved in discussions concerning the original Resolution and Agreement dated December 19, 2012 between the Borough and Cochran relative to the exchange of certain real property situate in the Borough of Dormont. As a result of the discussions with Mr. Hume, we decided that the attached proposed Resolution and First Amendment to the Agreement between Dormont and Cochran would help to clarify the parcels involved, namely Parcel No. 1, Parcel No. 3 and Parcel No. 8, in regard to their specific Lot and Block Numbers as well as their metes and bounds descriptions. In addition, the decision to redraft the Resolution and First Amendment to Agreement was requested by the Land Title Company retained by Cochran. The Land Title Company requested that a more comprehensive deed description, including the appraised value of the individual properties would aid the Land Title Company in providing a Title Policy to Cochran.

I have reviewed the proposed Resolution and First Amendment to Agreement, and it is my legal opinion that it is not inconsistent with the original Resolution and Agreement between the parties. The proposed Resolution and First Amendment merely clarifies issues as to the Deed descriptions as well as the appraised values for each parcel.

If you have any questions concerning these matters please do not hesitate to contact me.

Attachment

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FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment") is made this 1st day of April, 2013, by and between the BOROUGH OF DORMONT, a Municipal Corporation, with offices located at 1444 Hillsdale Avenue, Suite 10, Pittsburgh, Allegheny County, Pennsylvania 15216, (hereinafter referred to as "Borough"),

A
N
D

COCHRAN R.E., L.P., a Pennsylvania limited partnership, with offices located at 4520 William Penn Highway, Monroeville, Pennsylvania 15146, (hereinafter referred to as "Cochran").

R E C I T A L S:

WHEREAS, pursuant to that certain Agreement dated December 19, 2012, between Borough and Cochran (the "Agreement"), Borough and Cochran agreed to the exchange of certain real property situate in the Borough of Dormont, Allegheny County, Pennsylvania, as is more particularly described therein; and

WHEREAS, the parties now desire to amend the Agreement to more particularly describe Parcel No. 1, Parcel No. 3 and Parcel No. 8.

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

1. Parcel No. 1. Parcel No. 1 is further described as being Allegheny County Lot and Block Nos. 98-F-213, 98-F-214 and 98-F-215, being further described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 14590, Page 70, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. Parcel No. 3. Parcel No. 3 is further described as being Allegheny County Lot and Block No. 98-G-95, being further described as Lot No. 3 in that certain Deed recorded in the Allegheny County

Department of Real Estate in Deed Book 12085, Page 499, and more particularly described in Exhibit "B", attached hereto and incorporated herein by reference.

3. Parcel No. 8. Parcel No. 8 is further described as follows: Allegheny County Lot & Block Number 98-G-129, being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12868, Page 380; Allegheny County Lot & Block Number 98-G-132, being more particularly described as Lot No. 1 in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12085, Page 499; Allegheny County Lot & Block Number 98-G-133, being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 13672, Page 555; Allegheny County Lot & Block Number 98-G-135, being more particularly described as Lot No. 4 in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12085, Page 499; and Allegheny County Lot & Block Number 98-G-136, being more particularly described in that certain Deed recorded in the Allegheny County Department of Real Estate in Deed Book 12426, Page 393, all of which are more particularly described in Exhibit "C" attached hereto and incorporated herein by reference.

4. Effect of Amendment; Interpretation. Except as amended herein, the provisions of the Agreement remain in full force and effect. Should any provision of this Amendment conflict with the Agreement, this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings set forth in this Amendment. The Recitals set forth above are incorporated herein as if set forth in full.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed with the express intention to be legally bound as of the day and year first above written.

ATTEST:

COCHRAN R.E., L.P.
By: Cochran Pontiac, Inc.,
its General Partner

By: _____
Robert E. Cochran, President

ATTEST:

BOROUGH OF DORMONT

By: _____
Willard McCartney, President
Borough Council

Borough Secretary

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Block and Lot Nos. 98-F-213, 98-F-214 and 98-F-215 (formerly identified as all of Block and Lot 98-F-215 and parts of 98-F-210 and 62-E-400), being bound and described as follows:

BEGINNING at a point on the northwest corner of West Liberty Avenue and McFarland Road, then along the northerly line of McFarland Road, South 82° 30' 41" West, a distance of 78.95 feet to a point on the easterly line of Raleigh Avenue; then along the easterly line of Raleigh Avenue by an arc of a circle curving to the left (and not tangent to the preceding line) having a radius of 671.80 feet, and arc distance of 128.77 feet, and a chord bearing of North 23° 13' 47" East, and a chord distance of 128.57 feet to a point of tangency; then continuing along the line of Raleigh Avenue North 17° 44' 19" East 162.82 feet to a point; then leaving the easterly line of Raleigh Avenue and running through lands of the Port Authority of Allegheny County of which this is a part, South 72° 15' 08" East, a distance of 60.00 feet to a point on the easterly line of Port Authority Exclusive Transit Right of way; then along the said line North 17° 44' 19" East, a distance of 12.53 feet to a point on said line; then leaving said line and along a line dividing the lands now or formerly of Port Authority of Allegheny County and the lands now or formerly of Red Bull Inc., South 40° 39' 19" East, a distance of 140.58 feet to a point on the westerly line of West Liberty Avenue; then along the said westerly side of West Liberty Avenue, South 49° 20' 41" West, a distance of 230.13 feet to a point at the northwest corner of the intersection of West Liberty Avenue and McFarland Road, said point being the place of BEGINNING. Containing an area of 32,795.40 square feet more or less.

BEING the same premises conveyed to the Borough of Dormont by deed dated May 16, 2011 and recorded in Deed Book 14590, Page 70.

EXHIBIT "B"

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny, Commonwealth of Pennsylvania, being Lots 1, 2, and 3 in the Lebanon Heights Land Company's Plan of Lots recorded in Plan Book Volume 20, pages 124 and 125, described as follows:

BEGINNING at a masonry nail set on the northerly right-of-way line of West Liberty Avenue at the dividing line between Lot Nos. 3 and 4 in said plan; thence along the northerly right-of-way line of West Liberty Avenue South $53^{\circ} 54' 50''$ West, 101.23 feet to a masonry nail set on the easterly right-of-way line of Biltmore Avenue; thence along the easterly right-of-way line of Biltmore Avenue North $33^{\circ} 57' 10''$ West, 105.07 feet to a railroad spike set on the southerly right-of-way line of Boyd Way (also known as Boyd Alley), twelve feet wide; thence along the southerly right-of-way line of Boyd Way North $53^{\circ} 54' 50''$ East, 97.32 feet to a capped survey pin set on the northwest corner of Lot No. 4 in said plan; thence along the westerly line of said Lot No. 4 and lands now of the Borough of Dormont recorded in Deed Book Volume 6781, page 486, South $36^{\circ} 05' 10''$ East, 105.00 feet to the point of beginning.

CONTAINING an area of 10,424 square feet.

BEING designated as Block and Lot No. 98-G-95.

BEING a portion of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

EXHIBIT "C"

Tax Parcel No. 98-G-129

ALL THAT CERTAIN lot or piece of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 557 and 558 in the Delmont Plan of Lots, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 24, pages 170 and 171, together bounded and described as follows, to-wit:

BEGINNING on the southeasterly side of West Liberty Avenue (as relocated by Dormont Borough Ordinance No. 798) at the dividing line between Lots Nos. 557 and 556 in said plan thence northeastwardly along said side of West Liberty Avenue, 60 feet to the dividing line between Lots Nos. 558 and 559 in said plan; thence southeastwardly along side dividing line, 105 feet to the northwesterly side of First Alley; thence southwestwardly along said side of First Alley, 60 feet to the dividing line between Lots Nos. 556 and 557; thence northwestwardly along said dividing line, 105 feet to the southeasterly side of West Liberty Avenue, at the place of beginning.

BEING designated as Block 98-G, Lot 129.

BEING the same premises conveyed from Edward Charles and Cathern V. Charles, also known as Cathern Charles, husband and wife, by their agent, James Scott Charles, to Cochran R.E., L.P., a Pennsylvania limited partnership, dated June 1, 2006 and recorded June 2, 2006 in Deed Book Volume 12868, page 380.

Tax Parcel No. 98-G-132

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lot 559 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 24, pages 170 and 171, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue, sixty feet wide, common with the northwest corner of Lot No. 560 in the Delmont Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109; thence from said point of beginning along the westerly line of said Lot 560 South 36° 44' 10" East, 105.00 feet to a capped survey pin set on the northerly right-of-way line of First Alley, fifteen feet wide; thence along said line of First Alley South 53° 15' 50" West, 30.00 feet to a capped survey pin set on the southeast corner of Lot 558 in said Delmont Plan of Lots recorded in Plan Book Volume 24, pages 170-171; thence along the easterly line of said Lot 558 North 36° 44' 10" East, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue North 53° 15' 50" East, 30.00 feet to the point of beginning.

CONTAINING an area of 3,150 square feet.

BEING part of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

Tax Parcel No. 98-G-133

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot 561 and all of Lot 560 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue common with the northwest corner of lands of McMinn Oldsmobile, Inc., recorded in Deed Book Volume 7433, page 390; said point being South 53° 15' 50" East, 0.58 feet from the westerly line of Lot 562 in said plan; thence from said point of beginning along said westerly line of McMinn Oldsmobile South 36° 44' 10" East, 105.00 feet to railroad spike set on the northerly right-of-way line of First Alley; thence along the northerly right-of-way line of First Alley South 53° 15' 50" West, 59.42 feet (deed: 60.00 feet) to a

capped survey pin set on the southeast corner of Lot 559 in the Delmont Plan of Lots recorded in Plan Book Volume 6785, page 648; thence along said Lot 559 North 36° 44' 10" West, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue North 53° 15' 50" East, 59.42 feet (deed: 60.00 feet) to the point of beginning.

CONTAINING an area of 6,239 square feet.

BEING designated as Block and Lot No. 98-G-133.

BEING the same property which Nancy Jean Keelan and Robert K. Nolan, Co-Trustees of the Nolan Family Trust No. 2, successor in interest to W. Paul Nolan Trustee and Trust dated May 24, 1983, granted and conveyed unto Cochran R.E., L.P. by deed recorded July 15, 2008 in Deed Book Volume 13672, Page 555.

Tax Parcel No. 98-G-135

ALL that certain parcel of land situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being all of Lot 562 and northeasterly seven inches (0.58 feet) to Lot 561 in the Delmont Land Company's Plan of Lots recorded in Plan Book Volume 25, pages 108 and 109, described as follows:

BEGINNING at a masonry nail set on the southerly right-of-way line of West Liberty Avenue common with the northwest corner of Lot 563 in said plan; thence along the westerly line of said Lot 563 South 36° 44' 10" East, 104.91 feet to a capped survey pin set on the northerly right-of-way line of First Alley, fifteen feet wide; thence along the northerly right-of-way line of First Alley South 53° 15' 50" West, 30.58 feet to a railroad spike set on the southeast corner of Lot 561 in said plan; thence along the easterly line of said Lot 561 North 36° 44' 10" West, 105.00 feet to a masonry nail set on the southerly right-of-way line of West Liberty Avenue; thence along the southerly right-of-way line of West Liberty Avenue the following two courses: North 53° 15' 50" East, 22.85 feet; and North 53° 54' 50" East, 7.73 feet to the point of beginning.

CONTAINING an area of 3,211 square feet.

BEING designated as Block and Lot No. 98-G-135.

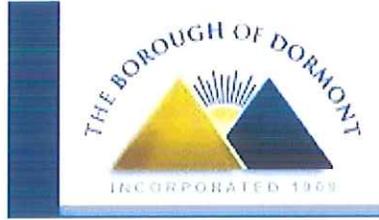
BEING part of the same premises conveyed to Cochran R.E., L.P. by deed dated June 16, 2004 and recorded in Deed Book 12085, page 499.

Tax Parcel No. 98-G-136

ALL that certain lot or ground situate in the Borough of Dormont, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 563 in the Delmont Plan of record in the Recorder's Office of Allegheny County in Plan Book Volume 25, pages 108 and 109.

BEING designated as Block 98-G, Lot 136.

BEING the same premises which vested in Cochran R.E., L.P. by deed of Kenneth H. Moeslein and Linda J. Moeslein, husband and wife, dated April 28, 2005 and recorded in Deed Book Volume 12426, page 393.



MEMORANDUM

Date: March 23, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Authorization to Apply for CITF Grant

Background:

The Redevelopment Authority of Allegheny County (RAAC) offers grants to municipalities utilizing funds derived from the casino. These funds are placed into the Community Infrastructure and Tourism Fund (CITF) and can be used for many different types of projects including business district redevelopment. There is no match required for this grant. Last September we applied for this grant and while we qualified we were not among the funded projects. The RAAC did however encourage us to reapply. The current cycle for the CITF Grant application is due by April 5, 2013.

Discussion:

At the suggestion of Allegheny Together and the Dormont Community Development Corporation (DCDC), I worked with Delta Development to come up with the original grant application. The project is designed to fund the hiring of a consultant to develop a conceptual design for streetscape and landscape improvements to the entire West Liberty Avenue and Potomac Avenue business district. The design would also incorporate wayfinding signage and other amenities. The consultant would then lead a public process involving the businesses to generate a final design and would then develop construction documents for this project. The CITF Grant will fund all of these costs.

Once the construction drawings are completed, we would apply for additional CITF Grants to pay for the various phases of this project. These phases would be determined during the preliminary design development and public meetings. I asked Kristin to work on this new application in order to enhance the descriptions so that we can have a better shot at getting the grant this time. In a grant application, the clearer we can be and the more detail we can provide, the more likely it is that the granting authority will award us the grant.

The amount we are asking for in the grant is \$250,000. The actual grant application will be provided to Council under separate cover once it is filed with the County.

Recommendation:

I recommend that you authorize me to apply for a CITF Grant of \$250,000 and the Council President be authorized to sign a Concurring Resolution for submittal with the grant application.

JN

Attachment

BE IT FURTHER RESOLVED, that the Borough of Dormont
Name of Applicant

assures, that the project will be awarded or under construction within 180 days after contractual execution.

Adopted this 1st day of April 2013, by the Borough of Dormont Council

ATTEST:

Signature (Must *not* be same as Authorized Official)

Council Presicent

Title

Willar McCartney

Printed Name



MEMORANDUM

Date: March 23, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Resolution No. 03-2013 – FY 2013 Fee Schedule Amendments

Background:

Each year, pursuant to the Borough's Code of Ordinances, Council is required to adopt a fee schedule for the Borough for the coming Fiscal Year. Council did so this past December for Fiscal Year 2013. Among the fees approved were fees for the After School Program and Summer Day Camp.

Discussion:

Our Recreation Director, Kristin Hullihen has been working on both the After School and Summer Day Camp programs to improve what we offer, how we staff, and how we charge for these programs. The first program we looked at was the After School Program. Because she was hired so late in the year, there was no way to get it started for the first part of the 2012/2013 school year. However, we were able to hire 2 counselors and begin the program in January of this year. Because we started the program so late in the year, we decided it was prudent to reduce the price for the remainder of the year as a way to generate interest and ensure the program will continue. That effort has been successful and we have from 12 to 18 children in the program each week. We then looked at our fees for the 2013/2014 school year which would begin in September and decided that we should adjust these as well, upwards a little to account for the increased activities and costs associated with those activities. Therefore I would request that Council authorize the following After School program fees:

2012/2013 School Year:	One Child:	\$30/week, \$6/day
2013/2014 School Year:	One Child:	\$40/week
	Two Children:	\$75/week
	Three Children:	\$110/week
	Four or More Children:	\$36/week/child

When Kristin and I looked at the Summer Day Camp we decided that all of the various daily rates made the program hard to sustain. That is especially true since we plan on adding many activities for the kids this year which require us to know our child counts in advance as much as possible. So we are changing the rate structure to reflect that you need to pay by week only. Parents can pay for additional weeks in advance but we will only accept enrollment by the week, not for specific days. We are also proposing weekly fees for parents who want or need to drop off their children early or pick them up later. Therefore I would request that Council authorize the following Summer Day Camp fees:

Summer Day Camp 2013:	KOSD Area Residents:	\$100/week
	Non-KOSD Area Residents:	\$150/week
	Early Drop Off (8 AM – 9 AM):	\$15/week
	Late Pick-Up Fees (4 PM – 5 PM):	\$15/week

The attached Resolution No. 03-2013 identifies all of these fees for inclusion in the Borough's overall fee schedule.

Recommendation:

I recommend that Council approve Resolution No. 03-2013 and amend the FY 2013 Fee Schedule.

JN

Attachment



BOROUGH OF DORMONT

RESOLUTION 03-2013 BOROUGH FEE SCHEDULE AMENDMENT

A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE SCHEDULE OF FEES ASSOCIATED WITH THE BOROUGH'S AFTER SCHOOL AND SUMMER DAY CAMP PROGRAMS FOR THE YEAR 2013.

WHEREAS, the various ordinances and codes of the Borough of Dormont require that fees be established from time to time by the Dormont Borough Council for services, permits and licenses; and

WHEREAS, such fees shall be set at a rate at which the administrative costs of providing such services, permits and licenses are paid through the assessment of such fees;

WHEREAS, the fees for the After School and Summer Day Camp programs in the Recreation Department have been determined to need revisions to address the costs of running these programs:

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the schedule of fees are hereby amended as follows:

After School - 2012/2013 School Year:	One Child:	\$30/week, \$6/day
After School - 2013/2014 School Year:	One Child:	\$40/week
	Two Children:	\$75/week
	Three Children:	\$110/week
	Four or More Children:	\$36/week/child
Summer Day Camp - 2013:	KOSD Area Residents:	\$100/week
	Non-KOSD Area Residents:	\$150/week
	Early Drop Off (8 AM – 9 AM):	\$15/week
	Late Pick-Up Fees (4 PM – 5 PM):	\$15/week

Said fees shall be effective January 1st, 2013, unless otherwise noted, and shall remain in force until otherwise amended by the Borough Council.

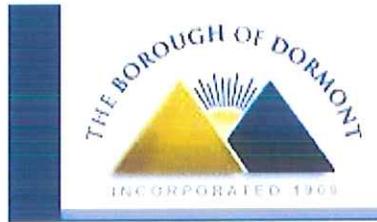
ADOPTED this 1st day of April, 2013

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal
Borough Manager

Willard McCartney
Council President



MEMORANDUM

Date: March 21, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Emergency Purchase to Fill In Underground Structures

Background:

Just prior to the Council Meeting on March 4, 2013, we had what was being called a “sinkhole” form at the outer edge of the Recreation Center parking lot. The Streets Department made an attempt to excavate and fill the hole when we discovered that it was an underground structure and that it was much bigger than anything our Streets Department could handle. So on March 4, 2013, I asked Council for authority to make emergency purchases to excavate and fill the structure using Niando Construction at a cost not to exceed \$10,000 and this authority was granted.

Discussion:

Once Niando began to excavate the structure we discovered that there was not just one of them. We quickly found two more and did not know how many more there were except that we knew that there were no more closer to the Recreation Center. We still had no idea what the structures were but we knew that they were huge. Each structure shared a wall and each was 17 feet wide, 53 feet long and 12 feet deep and each was buried under 7 feet of dirt and pavement. The concrete was so thick on the floor of the structures that we determined that we could not break them up to allow the flow of water. All we could do was knock in the roofs, fill them and pack them down and allow overflow of ground water to seep up into the ground.

We then ran into another problem in the third structure which had about 3 feet of muck at the bottom which could not be scooped up in the traditional manner. So we had to hire an environmental company to solidify it and then haul it away. They also tested it to ensure there were no hazardous materials in it. After we took care of that, we quickly discovered a fourth structure and soon after that a fifth. The fifth structure was half under Dormont Avenue. And like three of the first four structures its roof was already caving in.

We treated the fourth structure as the first three, knocking in the roof and then filling and compacting. But the fifth structure we treated differently because we did not want to have to open up Dormont Avenue and close it to traffic for an extended period. So for that structure we knocked in half of the roof, filled as much of the structure as possible, and then poured concrete and filled the structure to the top to support the remaining roof. The good news was that we found no additional structures so following the filling of this structure all we needed to do was complete the leveling of the area and cold patch it so that it could be usable until a proper paving can be done later in the year.

Because of the extent of this project, we far exceeded Council's original emergency authorization. I am therefore asking Council to approve the full cost of this project as outlined below as an emergency purchase pursuant to our Purchasing Policy. The breakdown of costs is:

Niando Construction, Inc.

Labor and Equipment:	\$38,000.00
Added Materials:	\$22,398.80
Removal of Unusable Materials:	\$ 3,800.00

Weavertown Environmental Group

Soil Testing:	\$ 1,500.00
Equipment and Operator:	\$ 1,080.00
Transport and Disposal:	\$ 1,360.00
Solidification Materials:	\$ 2,160.00

TOTAL:	\$70,298.80
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A detailed spreadsheet prepared by the Borough Engineer is attached showing the specifics of these costs.

Funding for this project is available in the Sewer Fund, Repairs/Maintenance Line Item which has been budgeted for \$500,000 this Fiscal Year. This is a legitimate Sewer Fund expense as the structures were part of a septic system and the Sewer Fund is designed to pay for repairs and maintenance to any sewer structure, no matter how old, within the Borough. Should we find that we need additional funds at the end of the Fiscal Year because of this expenditure, I would come back to Council for a Budget Amendment and take funds from the Sewer Fund reserves which are very healthy. There will be no need for any rate increase because of this project.

Recommendation:

I recommend that Council authorize an emergency purchase pursuant to our Purchasing Policy for the work needed to address the underground structures at the Recreation Center parking lot not to exceed a total cost of \$71,000.

JN

Attachment

Cc: Wayne McVicar, Borough Engineer

POOL CHAMBERS FILLING COSTS

NIANDO CONSTRUCTION, INC

LABOR/EQUIPMENT	DAYS	COST/DAY	COST
BASIC	2	\$ 3,200	\$ 6,400
BASIC + JACK HAMER	7	\$ 4,488	\$ 31,416
DEMIOB	1	\$ 200	\$ 200
		SUBTOTAL:	\$ 38,016.00

APPROX.

NIANDO said they would only bill \$38,000

MATERIALS	UNITS	COST/LOAD	COST
STONE #1 SLAG	649.35 TON	\$ 18.75	\$ 12,175.31
STONE #2 SLAG	267 TON	\$ 14.75	\$ 3,938.25
CEMENT 2000 PSI	64 CY	\$ 90	\$ 5,760.00
CEMENT ADDITIVE	64 CY	\$ 5	\$ 320.00
FUEL SURCHARGE	7 LOAD	\$ 10	\$ 70.00
SAFETY FENCING	2 EA	\$ 67.62	\$ 135.24
		SUBTOTAL:	\$ 22,398.80

SOIL TESTING \$ 1,500

WEAVERTOWN QUOTE	UNITS	COST/LOAD	COST
EQUIPMENT & OPERATOR	8 HOUR	\$ 135 /HOUR	\$ 1,080
TRANS. & DISPOSAL	16 TON	\$ 85 /TON	\$ 1,360
SOLIDIFICATION METHOD	16 TON	\$ 135 /TON	\$ 2,160
		QUOTE TOTAL:	\$ 4,600
REMOVAL OF STOCKPILE			
NIANDO QUOTE			
TRUCKS	3 TRUCK	\$ 8 HOUR	\$ 2,040
DISPOSAL	20 LOADS	\$ 40	\$ 800
BACKHOE & OPERATOR	8 HOUR	\$ 120	\$ 960
		QUOTE TOTAL:	\$ 3,800
		TOTAL:	\$ 70,314.80

FOR LOAD OF MATERIAL REMOVED

Equipment and Operator: \$135/hour portal to portal
 Transportation and Disposal: \$85/ton non-hazardous
 Solidification Method: \$135/ton
 1 rolloff load taken offsite, est. 15-16 tons

NIANDO thinks he can do it in 1 day with 3 trucks
 NIANDO thinks there is no more than 20 loads, may b
 If we use PW we can save this cost.