

BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN R. ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
WILLARD MCCARTNEY, PRESIDENT
JOAN HODSON, VICE PRESIDENT
YVONNE COSTANZO
JEFF FABUS
DREW LEHMAN
JOHN MAGGIO
VALERIE MARTINO

REGULAR BUSINESS MEETING DORMONT BOROUGH COUNCIL

August 3, 2015

1. Public Hearing
 - ° Proposed Ordinance #1609, creating a Stormwater Authority in accordance with Pennsylvania Municipal Authorities Act of 1945.
2. Call to Order
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
6. Comments from the Mayor
7. Council Committee Reports
8. Council President's Report
9. Borough Manager's Report
10. Consent Agenda
 - A. Motion to approve the written report of the Solicitor.
 - B. Motion to approve the written reports of Borough Officials.
 - C. Motion to approve the Minutes of the July 6, 2015 Council Business Meeting.
 - D. Motion to approve the Warrant list for July 2015.
 - E. Motion to accept the recommendation of the Manager to appoint Muriel Moreland to fill the vacancy on the Shade Tree Commission.



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August 3, 2015

- F. Motion to accept the recommendation of the Manager to appoint Shannon Venditti to fill the vacancy on the Recreation Board.
- G. Motion to add Manager Estell to the Certified Copy of Corporate Resolution for Manning & Napier pension management services.
- H. Motion to accept the recommendation of the Engineer authorizing Payment #1, in the amount of \$34,518.91, to Niando Construction, Inc. for 2015 Sewer Repair Projects – Contract B Excavation.
- I. Motion to accept the recommendation of the Engineer, regarding collapsed spot liner on Kelton Ave., to award removal to Insight Pipe Contracting, L.P., in the amount of \$2,700.00, and to award reinstallation to Robinson Pipe Cleaning Co., in the amount of \$6,159.00.
- J. Motion to accept the recommendation of the Engineer to award 2015 Operation & Maintenance Contract to Miller Pipetech, Inc., in the amount of \$85,402.00, to be paid from the Sanitary Sewer Fund.
- K. Motion to approve Application for Sign Permit Corporation and Application for Zoning/Building Permit for Temporary Commercial Tent from Dormont Community Development for “A Taste in Dormont” event.
- L. Motion to approve recommendation of Engineer to request purchase and installation of ten (10) LED street lights to replace current High-Pressure Sodium lights on Potomac Avenue for \$1,200.00 from Duquesne Light.

11. Action Items:

- A. **Motion to adopt proposed Ordinance #1607, adopting International Fire Code, 2009 Edition.** – Public Safety, Public Service Committee – Joan Hodson, Chairperson.
 - 1. Public Comment
 - 2. Council Discussion

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August 3, 2015

- B. Motion to adopt proposed Ordinance #1608, amending Chapter 110, Fire Safety Inspection Program of the Codified Book of Ordinances.** – Public Safety, Public Service Committee – Joan Hodson, Chairperson.
1. Public Comment
 2. Council Discussion
- C. Motion to adopt proposed Ordinance #1609, creating a Stormwater Authority in accordance with the Pennsylvania Municipal Authorities Act of 1945.** – Finance and Legal Committee – Onnie Costanzo, Chairperson.
1. Public Comment
 2. Council Discussion
- D. Motion to retain Remington and Vernick Engineers to perform a Traffic Calming Study on Belrose Ave. at a cost not to exceed \$1,565.00.**
- E. Motion to retain David French, at a cost not exceed \$10,000.00, for preparation for MS4 compliance.**
1. Public Comment
 2. Council Discussion
12. Discussion Items:
- A. Request from Manager to add tech/communication devices to asset tracking.
- B. Introduction of Consent Order and Agreement between Allegheny County Health Department and Dormont Borough.
- C. Recommendations from the Traffic and Parking Planning Commission to consider:
- Retracting change in handicapped parking policy eliminating 200' requirement
 - Reinstatement of residential permit parking on Greenmount Ave.
13. Citizens Comments
14. Adjournment

August Manager's Report

7/8 James Gibbs Meter Feeder

- Discussed status of pilot program and access to additional features. I brought up the rogue Meeter Feeder sticker applied to a Dormont stop sign, and Mr. Gibbs apologized and offered to drive to the location immediately to personally remove.

7/9 Meeting w/State Rep. Dan Miller and Lissa Shulman

- Made preliminary introductions and discussed Dormont needs.

7/14 TPPC Meeting

- Discussed: Minimum requirements from both chiefs for street changes, Engineers opinion on best candidates for street changes, Handicapped parking requirements, CMU study and lack of implementation, Commission relationship with Council.

7/16 CONNECT Executive Committee meeting

- Tri-COG Land Bank status
- ALCOSAN Sewer Regionalization

7/17 Peer-to-Peer meeting with Michael Foreman and Rebecca Bradley

- Discussed creation of Scope of Service for Manager mentoring program.

7/22 Met with Town Center to discuss scope of services

7/23 3 Rivers Wet Weather Working Group Meeting

- Discussed upcoming Consent Order and Agreement, along with remaining governance issues, in relation to ALCOSAN

7/28 Attending South Hills' Managers Group Meeting

7/29 Attending Saw Mill Run Watershed Association and Economic Development South Mtg.

- Weeks of July 13 and July 20 Conducted One-on-One meetings with Borough personnel to establish rapport, discuss future employee assessments, and introduce "The Disney Way." I will be searching for relevant training opportunities to build/strengthen the necessary skills to adopt this philosophy and working style.

Recommend approval of two residents to fill vacant positions on the Shade Tree Commission and Recreation Board.

Council approval needed for Manager to oversee Borough pension funds.

Technology and communication devices are far more valuable than their purchase price in a modern organization, and I believe our asset tracking policy should reflect that operational value..



Carmine Gallo Contributor

I write about success, leadership and communication.

Opinions expressed by Forbes Contributors are their own.

4/14/2011 @ 3:02PM 88,281 views

Customer Service the Disney Way

Comment Now



Disney's Main Street

I just returned from the Happiest Place on Earth in a foul mood. I'm not mad at Disneyland. As always they did everything right, providing an exceptionally magical experience for my family. I'm angry at other customer-facing merchants and businesses who fail to do the simplest things to improve customer satisfaction.

You must understand that as a communications specialist, I experience Disneyland and the Walt Disney Parks very differently than the average guest. I look for special touches that make customers feel appreciated. I listen to the

conversations between staff and guests. I appreciate the high level of customer experience training that Disney provides its employees. Over the past several years, I have had several conversations with leaders at Disney and the Disney Institute. Here are three things that are done every day at Disney Parks do to improve communications and the customer service experience.

Be show ready. While most Disneyland guests look up at the rides, I look down at the ground. Disneyland is notable for what you don't see—wrappers, gum, or spilled popcorn. I'm always amazed that thousands of people can walk down Disneyland's Main Street and yet it remains spotless. Custodians clean the streets at night so it's "show ready" the next morning. During the day custodians are also hard at work, constantly cleaning, sweeping and picking up. Managers and employees are also trained to make neatness everybody's business.

There's a restaurant near my office with very good food and friendly employees. But the restaurant is not "show ready." In fact they let their employees smoke outside the building just steps from the kitchen. That area of the parking lot has cigarette butts on the ground and sometimes empty, discarded cigarette packages. I don't eat there. It's simply not appealing. I've

heard the owner complain about the economy. I feel like telling him, *It's not the economy. It's you. You simply don't care about appearances.*

Make every customer feel important. Disney employees are trained to be “Assertively Friendly.” Disney team members are encouraged to actively seek contact with guests. For example, they will approach an individual who appears confused instead of waiting to be asked for directions.

When I was at Disneyland with my wife and two girls, an employee noticed we were trying to figure out who would take the picture. “I’d be glad to take the picture for you,” he said. That’s assertively friendly.



Birthday Girl at Disney

Disney also hands out badges to people who are there on their first visit or on their birthdays. Their first names are on the badges and employees are trained to address the customer by name. Just to see if it worked, I watched as one woman with a birthday badge ordered a hamburger. Sure enough, just as she approached the window, a friendly employee said, “Happy birthday Diana! What would you like?” That’s assertively friendly.

Provide communications training. Every team member at Disney Parks is trained to be an effective communicator. For example, everything at Disney runs right on time—rides, shows, and trains. If the train is a second late leaving the station, the conductor gets on the speaker and explains exactly why the train is delayed and how long it will be until it gets going. The staff is also trained to answer common questions, even if it’s “not their job.” One Disneyland employee I talked to even knew the times of a show at another end of the park and how long the show would last. Most employees at other businesses are not trained to communicate. On the day I was writing this article, I walked into two local establishments and the cashiers knew nothing about some common items in the store. They’re not trained to know.



Disney Train Depot

They are trained to take your money and that’s it—the exact opposite of the Disney customer service experience.

The next time you complain about how difficult it is to do business in this challenging economy, take a second look at the *way* you are doing business. Are you offering a Disney quality experience for your customers? If you’re unsure perhaps you should drop \$150 for a Disney ticket and take a day-long “business trip” to the Magic Kingdom. It might sound like a lot of money but the memories you make and the lessons you

learn are invaluable.

Carmine Gallo is the communications coach for the world's most admired brands. He is a popular keynote speaker and author of several books including the bestsellers, The Presentation Secrets of Steve Jobs, The Innovation Secrets of Steve Jobs, and Fire Them Up! 7 Simple Secrets of Inspiring Leaders. Follow him on Facebook or Twitter: carminegallos

This article is available online at: <http://onforb.es/o728Cc>

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TAXING DISTRICT: BOROUGH OF DORMONT
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS
PREPARED ON: 07/05/2015 FOR TAX YEAR 2015
FOR THE PERIOD: 06/01/2015 TO 06/30/2015

<u>A. COLLECTIONS</u>	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
Balance Collectable	444,685.89	.00	.00
Additions: During the Period	.00	.00	.00
Deductions: Credits during the Period	564.21	.00	.00
Total Collectable	444,121.68	.00	.00
LESS: Face Collected for the Period	137,830.50	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<u>BALANCE COLLECTABLE - END OF PERIOD</u>	<u>306,291.18</u>	<u>.00</u>	<u>.00</u>

B. RECONCILIATION OF CASH COLLECTED

Face Amount of Collections	137,830.50	.00	.00
Plus: Penalties	.00	.00	.00
Less: Discounts	.00	.00	.00
Total Cash Collected per Column	137,830.50	.00	.00
<u>TOTAL CASH COLLECTED</u>			137,830.50

C. PAYMENT OF TAXES

Amount Remitted During the Period (SEE ATTACHED SCHEDULE)	137,830.50
Amount Paid with this Report Applicable to this Reporting Period	.00
<u>TOTAL REMITTED THIS PERIOD</u>	137,830.50

List Other Credit Adjustments (SEE ATTACHED SCHEDULE) 564.21

Interest Earnings (if applicable) .00

<u>TAXING DISTRICT USE (OPTIONAL)</u>	
Carryover from Previous Period \$	_____
Amount Collected this Period \$	_____
Less Amount Paid this Period \$	_____
Ending Balance \$	_____



 Tax Collector

 7-6-2015
 Date

I verify this is a complete and accurate reporting of the balance collectable, taxes collected and remitted for the period.

Received by (taxing district): _____

Title: _____ Date: _____

I acknowledge the receipt of this report.



MEMORANDUM

Date: July 24, 2015

To: Benjamin Estell, Borough Manager
Willard McCartney, Council President

From: Wayne R. McVicar, P.E., Borough Engineer *WRS*

Subject: Engineer's Report – July 2015

1. **COUNCIL ACTION REQUESTED**

a. **2015 Sewer Repair Project – Contract B Excavation – (\$54,649.00)**
Niando Construction, Co.
Recommend approval of Payment No. 1, in the amount of \$34,518.91 to Niando Construction, Co. See my July 16, 2015 Recommendation of Payment memo.

b. **Removal And replacement of Collapsed Spot Liner on Kelton Avenue**
Recommend award to Insight Pipe Contracting, L.P., in the amount of \$2,700.00 for the removal portion of the project.

Recommend award to Robinson Pipe Cleaning co., in the amount of \$6,159.00 for the reinstallation portion of the project.

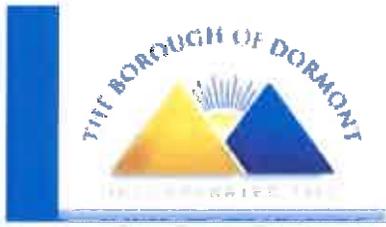
See my July 10, 2015 Recommendation of Award memo.

a. **2015 Operation & Maintenance Contract**
Contractor: Robinson Pipe Cleaning & Niando Construction, Inc.
Recommend award to Miller Pipetech, Inc. in the amount of \$85,402.00. See my July 23, 2015 Recommendation of Award memo.

2. **ENGINEERING IN PROGRESS**

b. **ACHD Administrative Consent Order**
Final Semi-Annual Progress Report
The semi-annual report is due February 28, 2015. This year's report included CCTV Inspection and Repair Reports for all sewers located in the Borough that were 10" diameter and larger (235 pipes). The report was submitted on February 27, 2015.

- c. **ALCOSAN 2014 Wasteload Management Report**
The annual report was submitted on February 27, 2015.
 - d. **CD Year 41 Application**
The application has been approved. The full application has been approved in the amount of \$32,477.00. The final scope of services and budget has been provided to SHACOG.
 - e. **2015 Operation & Maintenance Contract**
Quotes were received on July 17, 2015. Low quote was provided by Miller Pipetech, Inc. in the amount of \$85,402.00. Award is recommended.
 - f. **Municipal Building Water Proofing**
Leak testing was completed August 19, 2014. Investigation identified 2 points of infiltration, the corner of the building outside the small conference room and wall/planter area outside the rear gym entrance. Repair design is on hold pending funding.
3. **CONSTRUCTION IN PROGRESS**
- c. **2015 Cured-In-Place Pipe Lining contract – (\$102,233.88)**
Insight Pipe Contracting, LP
Contract in the amount of \$102,233.88 was awarded on March 2, 2015. Project is complete including punch list items.
 - d. **2015 Sewer Repair Contracts – Contract A – Spot Lining & Grouting**
Robinson Pipe Cleaning, Co. – (55,233.88)
Project is 100% complete.
 - e. **2015 Sewer Repair Contracts – Contract B – Spot Excavation**
Niando Construction, Co. – (54,649.00)
Project was awarded at the April 6, 2015 council meeting. Construction began on April 13, 2015. Project is complete except for punch list items.



MEMORANDUM

Date: July 16, 2015

To: Benjamin Estell, Interim Borough Manager

From: Wayne R. McVicar, P.E., Borough Engineer *W. McVicar*

Subject: 2015 Sewer Repair Projects – Contract B Excavation
RECOMMENDATION FOR PAYMENT
Payment #1; Niando Construction, Inc.

On May 13, 2015, the contractor, Niando Construction, Inc., submitted a request for payment for the above referenced project. The request included three (3) copies of the Contractor's Application For Payment No. 1, with original signatures, in the amount of **\$34,518.91**. Also enclosed were the Certified Payrolls for the estimate period.

I have reviewed the payment request and find that the payment request is justified for the work performed under the contract. I therefore recommend payment to Niando Construction, Inc., in the amount of **\$34,518.91**.

The three (3) copies of the Contractor's Application For Payment No. 1 with original signatures, along with the Certified Payrolls, are on file in my office pending further processing upon Council approval.

Progress Estimate

Contractor's Application

For (Contract):		2015 SEWER REPAIR CONTRACT - CONTRACT B EXCAVATION									
Application Period:		4-1-15 TO 4-23-15									
Application Number:		May 11, 2015									
Application Date:											
Bid Item No.	Description	Bid Item Quantity	Units	Unit Price	Bill Value (\$)	Quantity Installed	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored in Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization Project Location #1, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
2	Mobilization Project Location #2, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
3	Mobilization Project Location #3, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
4	Mobilization Project Location #4, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
5	Mobilization Project Location #5, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
6	Mobilization Project Location #6, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
7	Mobilization Project Location #7, complete in place.	1	LS	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
8	Demobilization, complete in place.	1	LS	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	\$0.00
9	8" Sanitary Sewer Point Repair, Critical Settlement Area, 0-8' in depth, complete in place.	10	LF	\$215.00	\$2,150.00	1	\$215.00		\$215.00	10.0%	\$1,935.00
10	8" Sanitary Sewer Point Repair, Critical Settlement Area, 8-10' in depth, complete in place.	6	LF	\$230.00	\$1,380.00	6	\$1,380.00		\$1,380.00	100.0%	\$0.00
11	8" Sanitary Sewer Point Repair, Critical Settlement Area, 10-12' in depth, complete in place.	6	LF	\$241.00	\$1,446.00	6	\$1,446.00		\$1,446.00	100.0%	\$0.00
12	8" Sanitary Sewer Point Repair, Critical Settlement Area, 12-14' in depth, complete in place.	6	LF	\$290.00	\$1,740.00	6	\$1,740.00		\$1,740.00	100.0%	\$0.00
13	8" Sanitary Sewer Point Repair, Critical Settlement Area, 14-16' in depth, complete in place.	6	LF	\$291.00	\$1,746.00	6	\$1,746.00		\$1,746.00	100.0%	\$0.00
14	12" Sanitary Sewer Point Repair, Critical Settlement Area, 0-8' in depth, complete in place.	22	LF	\$221.00	\$4,862.00	15	\$3,315.00		\$3,315.00	100.0%	\$0.00
15	12" Sanitary Sewer Point Repair, Critical Settlement Area, 8-10' in depth, complete in place.	10	LF	\$242.00	\$2,420.00	10	\$2,420.00		\$2,420.00	100.0%	\$0.00
16	Wyo Branch - SDR-35 or SDR-26 PCV All Depths, complete in place.	3	EA	\$400.00	\$1,200.00	4	\$1,600.00		\$1,600.00	100.0%	\$0.00
17	Sanitary Sewer Laterals, Critical Settlement Area, All Depths, complete in place.	10	LF	\$90.00	\$900.00	12.5	\$1,125.00		\$1,125.00	100.0%	\$0.00
18	Construct New 4" Diameter Pre-Cast Sanitary Manhole, Critical Settlement Area, 0-8' Depth, complete in place.	1	EA	\$4,000.00	\$4,000.00	2	\$8,000.00		\$8,000.00	100.0%	\$0.00
19	Construct New 4" Diameter Pre-Cast Sanitary Manhole, Critical Settlement Area, over 8' in Depth, complete in place.	6	VF	\$400.00	\$2,400.00	8.5	\$3,400.00		\$3,400.00	100.0%	\$0.00
20	Installation of 8" PVC Storm Sewer Pipe, 0-8' in depth, complete in place.	15	LF	\$20.00	\$300.00	6.5	\$130.00		\$130.00	100.0%	\$0.00
21	Locate Buried Manhole and Adjust To Grade, complete in place.	12	VF	\$300.00	\$3,600.00	12	\$3,600.00		\$3,600.00	100.0%	\$0.00
22	Trench Restoration in Blinnhouse Roadway, complete in place.	30	SY	\$80.00	\$2,400.00	58	\$4,640.00		\$4,640.00	100.0%	\$0.00
23	Trench Restoration in Brick or Concrete Roadway, complete in place.	40	SY	\$160.00	\$6,400.00		\$0.00		\$0.00		\$0.00
24	Trench Restoration in Non-Critical Areas, complete in place.	10	SY	\$5.00	\$50.00	5.5	\$27.50		\$27.50	100.0%	\$0.00
25	Concrete Driveway Restoration, complete in place.	15	SY	\$15.00	\$225.00		\$0.00		\$0.00		\$0.00
26	Concrete Sidewalk Restoration, complete in place.	25	SY	\$12.00	\$300.00	7.74	\$92.88		\$92.88	100.0%	\$0.00
27	Concrete Curb Restoration, complete in place.	40	LF	\$40.00	\$1,600.00		\$0.00		\$0.00		\$0.00
28	Restoration of Disturbed Lawn Areas, complete in place.	20	SY	\$5.00	\$100.00		\$0.00		\$0.00		\$0.00
29	Crew Time, complete in place.	8	HR	\$410.00	\$3,280.00	3.5	\$1,435.00		\$1,435.00	100.0%	\$0.00
30	Pre-CCTV Repair Location Determination, complete in place.	4	EA	\$200.00	\$800.00	6	\$1,200.00		\$1,200.00	100.0%	\$0.00
31	Post Repair Sanitary Sewer CCTV Inspection & Light Cleaning, complete in place.	1,150	LF	\$3.00	\$3,450.00	1	\$3.00		\$3.00	100.0%	\$3,450.00
32	Photographic Documentation, complete in place.	1	LS	\$100.00	\$100.00	1	\$100.00		\$100.00	100.0%	\$0.00

Bid Item No.	Description	Bid Item Quantity	Units	Unit Price	Bid Value (\$)	Quantity Installed	Installed Value	Materials Presumably Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
33	Traffic Control & Resident Notifications, complete in place.	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	\$0.00
E-1	12" Sanitary Sewer Point Repair, Critical Settlement Area, 10'-12' in depth, complete in place.		LF	\$291.00		13	\$3,783.00		\$3,783.00	100.0%	\$0.00
E-2	Reconnection of Roof Drains		LF	\$90.00		9	\$90.00		\$90.00	100.0%	\$0.00
E-3	Wall Restoration, Remove & Reset		LF	\$30.00		12	\$360.00		\$360.00	100.0%	\$0.00
E-4	Remove & Replace Curb & Gutter		LF	\$55.00		15	\$825.00		\$825.00	100.0%	\$0.00
Totals					\$54,649.00		\$35,223.38	\$0.00	\$35,223.38		\$3,450.00



MEMORANDUM

Date: July 10, 2015

To: Benjamin Estell, Borough Manager

CC: Sherri Abbondanza, Book Keeper

From: Wayne R. McVicar, P.E., Borough Engineer *WRM*

Subject: **RECOMMENDATION OF AWARD**
Removal & Replacement of the Collapsed Spot Liner on Kelton Avenue

On June 2, 2015 during the CCTV inspection being performed by Columbia Gas, a section of collapsed spot liner was discovered in the sanitary sewer on Kelton Avenue. See the attached picture. This collapsed liner has the potential to create a significant sewer blockage should the liner fully break off. It is my recommendation that it be removed and replaced.

In this regard I solicited quotes from two contractors currently doing sewer related work in the Borough. Both have the equipment and expertise to make the needed repair. Attached are the quotes received. The repair is actually a 2-step process. First the liner needs to be removed and then a new spot liner needs to be installed in place of the old. The quotes reflect this with specific line items for the liner removal and the new installation. The following is a breakdown of the quotes received:

Spot Liner Removal

Insight Pipe Contracting, LP quoted an hourly rate of \$450/hour with a 6-hour minimum. It is anticipated that the removal would be completed in this time frame. At \$450/hour X 6 hours the amount of the quotation is:

\$2,700.00

Robinson Pipe Cleaning Co. quoted a linear rate of \$375/LF. As the liner is 12 feet long the amount of the quote is: 12LF X \$375/LF =

\$4,500.00

Spot Liner Installation

It is anticipated that the completion of the project will require the installation of a new 12" diameter X 12 foot long liner, reinstatement of one lateral and post CCTV inspection of the entire 310 LF run of sewer main.

Insight Pipe Contracting, LP.

Liner installation	\$8,200.00
Reinstatement of one lateral	\$ 200.00
CCTV Inspection	<u>INCL.</u>
Total Quote:	\$8,400.00

Robinson Pipe Cleaning Co.

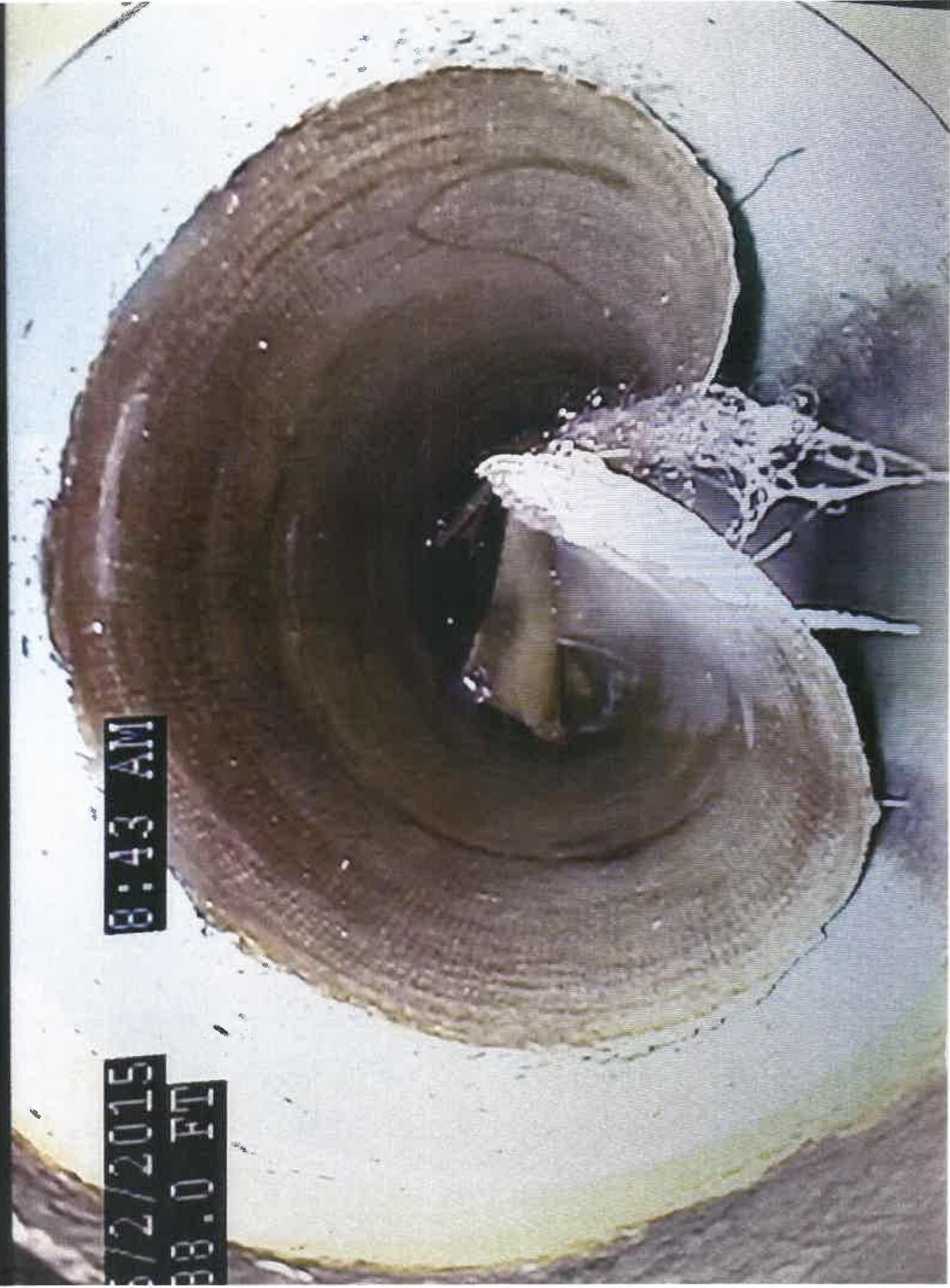
Liner installation	\$4,500.00
Reinstatement of one lateral	\$ 450.00
CCTV Inspection	<u>\$1,209.00</u>
Total Quote:	\$6,159.00

Recommendation:

Both contractors have done professional work for the Borough before, as such I would recommend award solely on price. Considering that the project may be bifurcated into two separate and distinct projects, I recommend award of the liner removal part of the project to **Insight Pipe Contracting, LP** for the quoted amount of **\$2,700.00**; and award of the reinstallation portion of the project to **Robinson Pipe Cleaning Co.** for the quoted amount of **\$6,159.00**.

8:43 AM

8/2/2015
88.0 FT





ROBINSON PIPE CLEANING COMPANY

The Environmental Protection Specialists

2656 Idlewood Rd. • Pittsburgh, PA 15205 • 412-921-2100 • Fax: 412-921-1500

E-Mail: pwadding@robinsonpipe.com • Web: www.robinsonpipe.com

July 9, 2015

Proposal # 2015-386

Wayne McVicar, P.E.
Borough Engineer
Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

Phone: 412-561-8900 Ext. 231
Email: wmcvicar@boro.dormont.pa.us

Subject: Repair of Defective Liner
Kelton Avenue
MH 819-316 to MH 819-318

Mr. McVicar:

Robinson Pipe Cleaning Company (RPC) is pleased to present our proposal to you for the services mentioned above. This proposal is based on information provided by the Borough of Dormont and experience with similar projects.

SCOPE OF WORK

Repair of 12" spot liner is approximately 88 ft from MH 819-316 to MH 819-318 on Kelton Avenue in Dormont, PA. The originally installed liner is supposed to be 12 feet in length. The defective liner will be removed with a root, tap or chain cutter. RPC will then customize the length of repair in coordination with the on-site inspector from the Borough of Dormont.

The repairs will be made up of a two-part resin and a fiberglass material, which will be pushed or pulled into place and expanded by a rubber plug. The resin will chemically react and cure into a hardened pipe. The plug is then deflated and removed from the line. The repair will be video inspected after installation to insure proper placement and performance.

ROBINSON PIPE CLEANING COMPANY WILL FURNISH

RPC will provide Jet Vac, CCTV truck and sectional lining installation equipment with necessary personnel to repair and install this liner

TO BE FURNISHED BY PURCHASER

- On-site inspector.
- Permission to use local fire hydrants to fill the 1,500 gallon holding tank of our high-velocity water jetting equipment or make local arrangements to allow our crew to pump water from an existing clean water source.
- Location and exposure of all piping, manholes, out-falls and catch basins.
- Additional traffic control when necessary to have more than standard traffic cones and truck-mounted arrow boards
- Any necessary permits and fees at no charge to RPCC.

COST PROPOSAL

RPC will provide mobilization, labor and equipment to perform work as specified herein for the following prices:

Removal of defective 12" spot repair liner.....	\$375.00 per foot
12" Cured-in-place spot repair.....	\$375.00 per foot
Lateral Reinstatement (if necessary).....	\$450.00 each
Post repair CCTV inspection	\$3.90 per foot

ASSUMPTIONS AND CONDITIONS

RPC has made the following assumptions in developing this proposal:

- Offer presented herein is valid for 30 days from the date of this proposal.
- Prices are based on weekday, non-holiday rates.
- The C.I.P.P. Spot Repair will be installed in accordance with the Manufacturer's Specifications. The Contractor will not be responsible for any liability, damage, loss, or expenses where the primary cause of the claim or damage is preexisting conditions such as faulty design or construction, voids, improper backfill, misaligned joints, cracked, broken or defective pipe. The Contractor's liability is limited to damages resulting from his acts of omission or negligence in the performance of the work.

- Provision has not been made for "prevailing wage" rates.
- Additional project work not specifically addressed by this proposal such as heavy cleaning will be charged at a time and materials rate. Purchaser will authorize additional work that may be required prior to initiation.

RPC appreciates the opportunity of providing this proposal. If you wish to accept the proposal, please indicate your acceptance, subject to the terms and conditions attached, with an authorized signature in the space provided. Return via facsimile to 412-921-1500. If you have any questions about our proposal, please feel free to contact us at 412-921-2100. Thank you for considering Robinson Pipe Cleaning Company.

Sincerely,

Robinson Pipe Cleaning Company

Patrick Wadding

Patrick Wadding

Client Acceptance

Signature/date

Printed name/Title

GENERAL TERMS AND CONDITIONS
IN ACCORDANCE WITH PROPOSAL # 2015-386

- I. **General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.
- II. **Customer Supplied Labor:** Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.
- III. **Customer's Responsibilities:** Customer will provide mechanical services. Operation and control of equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.
- IV. **Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- V. **Pre-existing Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- VI. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.
- VII. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.
- VIII. **Credit Policy:** Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.
- IX. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

INSIGHT PIPE CONTRACTING, L.P.

724-452-6060
Fax: 724-452-3226

232 E. Lancaster Road
Harmony, PA 16037

June 9, 2015

Borough of Dormont
Attn: Wayne McVicar
1444 Hillside Avenue, Suite 10
Pittsburgh, PA 15216

Fax: 412-561-7805
Office: (412) 561-8900
E-mail: wmcvicar@boro.dormont.pa.us

RE: 12" Sectional Liner Removal with Schwam Cutter and Aries TV Truck
Kelton Ave. Manhole 819-318 to 819-316

Dear Wayne,

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
Hourly (Min. 6 Hrs.)	Removal of 12" CIPP sectional liner with CCTV inspection truck and Schwam Cutter. Work to be performed by a certified operator in NASSCO approved PACP coded software. Includes DVDs and reports of the inspection. Includes all equipment and labor. Price does not include installation or repair of new liner. Work will include cleaning of line segment 819-318 to 819-316 post liner removal.	\$450.00/Hr.

Notes:

1. Minimum six (6) hours to be billed for this job.
2. No fuel surcharge will be applied to this job.
3. Price **does not** include IPC employees to being paid Prevailing Wage.
4. Others to supply access to all manholes for 20 Ton 2-Wheel drive Vehicle.
5. Others to provide traffic control and acquire work easements and permits for the execution of the work.
6. IPC to provide bypass pumping of the sewer line segments if required.
7. The existing condition of the pipe will determine the amount of liner that can be removed. The pipe condition may also cause the CCTV/cutting equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, L.P.'s time and material to remove the equipment.
8. Proof of general liability insurance to be provided upon request (excluding additional insured).

9. Neither Insight Pipe Contracting, L.P., nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the liner removal and/or CCTV activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, L.P.'s time and material to remove the equipment.

This price quote will become the contract for the execution & payment for the work. If a separate contract or written agreement is required, the price quote will need to be changed & amended to reflect the changes in the scope, terms and conditions of such contract or agreement.

PRICE QUOTE VALID FOR 60 DAYS

Insight Pipe Contracting, L.P. will only store electronic and hard copies of CCTV reports, documents and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting L.P. within 30 days after completion of the above mentioned work. (Video evidence to confirm date and completion of project.) Finance charge of 1.5% per month will apply if past due and all costs incurred in the collection of past due invoices to be paid by the customer.

Sincerely,

Robert Carpenter

Robert Carpenter
Service Representative

Authorized Signature to Proceed with Work

Date

Title

Printed Name

Purchase Order Number

Bill to Information (if different from above):

Company Name

Address

Phone Number

INSIGHT PIPE CONTRACTING, L.P.

**724-452-6060
Fax: 724-452-3226**

**232 E. Lancaster Road
Harmony, PA 16037**

June 9, 2015

Borough of Dormont
Attention: Wayne McVicar
1444 Hillside Avenue, Suite 10
Pittsburgh, PA 15216

Fax: 412-561-7805
Office: 412-561-8900
E-mail: wmcvicar@boro.dormont.pa.us

**RE: Kelton Ave. Sanitary Sewer Rehabilitation with a 20 LF Sectional LMK Liner
12" Dia. Sectional Liner - 89 LF from Manhole 819-316**

Dear Wayne:

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via Fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
Lump Sum	Lining 20 LF of 12" diameter sanitary sewer with 12" dia. x 6 mm LMK Performance Liner. Price includes all equipment, labor and material. Liner to be processed using ambient cure. Price is for installation of liner; does not include removal of defective liner.	\$8,200.00/LS
Each	Reinstatement of service laterals. Does not include grout. Video doesn't indicate any laterals in the area.	\$200.00/EA
Each	Remote removal of Break-in-Connections as directed by others.	\$250.00/EA
Lump Sum	CCTV inspection if not lined	\$2,000.00/LS

Notes/Exclusions:

1. Attached "Summary of Work".
2. No fuel surcharge will be applied to this job.
3. Price **does not** include IPC employees being paid Prevailing Wage.
4. Others to supply access to all manholes/catch basins for 20 Ton 2-Wheel drive Vehicle.
5. Others to supply water for pipe cleaning, inversion and processing.
6. Others to provide dump site for debris removed from the cleaning operations.
If no dump site provided, then Borough will pay for tipping fees at landfill and an hourly rate of \$250.00/hour will apply for transporting debris to and from landfill.

7. Others responsible for providing manifest for debris if one is required by landfill for the execution of the work.
8. Others to provide traffic control and acquire work easements, right of ways and permits.
9. Bypass pumping for lining of the sewer segments is included in the price.
10. The Cured-in-Place liner will conform to the existing pipe, thus all deformations will remain the same as the host pipe.
11. Price includes initial closed circuit televising (CCTV) to determine if pipe is in an acceptable condition to be lined.
12. The existing condition of the pipe/liner will determine the amount of debris that can be removed. The pipe condition may also cause the cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, L.P.'s time and material to remove the equipment.
13. Proof of general liability insurance to be provided upon request (excluding additional insured).
14. **Neither Insight Pipe Contracting, L.P., nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning, CCTV, and/or lining activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, L.P.'s time and material to remove the equipment.**
15. **All service laterals that cannot be verified as a capped service per CCTV mainline camera will be reinstated unless written authorization by the owners representative is provided denying reinstatement. Neither Insight Pipe Contracting, L.P., nor any of its representatives, agents, or insurance carriers will be responsible for any backups or damages resulting from the authorized non-reinstatement of the lateral connection.**
16. **The lining process uses Styrene Based Resin, thus odors may be associated with the lining process. Neither Insight Pipe Contracting, L.P., nor any of its representatives, agents or insurance carriers will be responsible for any complaints or issues associated with the lining activities.**

This price quote will become the contract for the execution & payment for the work. If a separate contract or written agreement is required, the price quote will need to be changed & amended to reflect the changes in the scope, terms and conditions of the contract or agreement.

PRICE QUOTE IS GOOD FOR 60 DAYS

Insight Pipe Contracting, L.P. will only store electronic and hard copies of CCTV reports, documents and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting L.P. within 30 days after completion of the above mentioned work (video evidence to confirm date and completion of project). A finance charge of 1.5% per month will apply on all overdue invoices.

Sincerely,

Michael "Francis" McCollough

Michael "Francis" McCollough
Estimator

Authorized Signature to Proceed with Work

Date

Title

Printed Name

Purchase Order Number

Bill to Information (if different from above):

Company Name

Address

Phone Number

Attachments: Summary of Work

060915.pricequote.dormont.cmf.mam.p.liner



MEMORANDUM

Date: July 23, 2015
To: Benjamin Estell, Borough Manager
CC: Sherri Abbondanza, Book Keeper
From: Wayne R. McVicar, P.E., Borough Engineer *WRM*
Subject: RECOMMENDATION OF AWARD
2015 Preventive Maintenance Contract

On July 2, 2015, proposals were solicited for the above captioned project. Since this type of work is considered a professional service, Requests For Proposal (RFPs) were submitted to four (4) contractors with whom the Borough has had prior satisfactory experience. Three of the contractors provided quotations. On Friday, July 17, 2015, the Borough received quotations from Insight Pipe Contracting, LP, Robinson Pipe Cleaning Company and Miller Pipetech, Inc. No quotation was received from Jet Jack, Inc. A bid tabulation has been prepared and is enclosed for your use. Also attached are copies of the three quotations. The following are the results of the quotations received:

Miller Pipetech, Inc. 157 Hillcrest Drive New Brighton, PA 15066	Quote: \$ 85,402.00
Insight Pipe Contracting, LP 232 East Lancaster Road Harmony, PA 16037	Quote: \$ 97,135.25
Robinson Pipe Cleaning Company 2656 Idlewood Road Pittsburgh, PA 15205	Quote: \$105,710.00

My review of the proposal indicates that all totals are mathematically correct and reasonable.

Recommendation:

Miller Pipetech, Inc, has been working in the Borough for the last several months CCTVing storm and sanitary sewers for Columbia Natural Gas. Recently this company did some work for the Borough, CCTVing some problematic sewer pipe. I find their work to be professional and satisfactory. I would therefore have no objection to the award of the contract to Miller Pipetech, Inc. for the quoted amount of **\$85,402.00**. Payment would come out of the 08 Sewer Fund, 429 Sewer Expenses, 437200 Repairs/Maintenance.

Borough of Dormont
2015 OPERATION & MAINTENANCE CONTRACT
TABULATION OF BIDS RECEIVED
 DATE: July 17, 2015

Miller Pipetech, Inc
 157 Hillcrest Drive
 New Brighton, PA 15066

Insight Pipe Contracting, LP
 232 East Lancaster Road
 Harmony, PA 16037

Robinson Pipe Cleaning Co.
 2656 Idlewood Road
 Pittsburgh, PA 15205

2015 OPERATION & MAINTENANCE CONTRACT		2015 OPERATION & MAINTENANCE CONTRACT		2015 OPERATION & MAINTENANCE CONTRACT		2015 OPERATION & MAINTENANCE CONTRACT	
#	ITEM	QUANTITY & UNITS	MINIMUM PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	8" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	21,400 LF		\$2.00	\$42,800.00	\$2.00	\$42,800.00
2	10" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	6,250 LF		\$2.00	\$12,500.00	\$2.50	\$15,625.00
3	12" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	8,650 LF		\$2.00	\$17,300.00	\$2.80	\$24,220.00
4	15" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	525 LF		\$2.00	\$1,050.00	\$4.00	\$2,100.00
5	20" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	650 LF		\$2.00	\$1,300.00	\$7.70	\$5,005.00
6	Locating Manholes for Work Access, complete in place.	5 HR		\$190.00	\$950.00	\$225.00	\$1,125.00
7	Pre-Cleaning CCTV Inspections, utilized only if there is no cleaning necessary on the manhole-to-	1,000 LF		\$1.00	\$1,000.00	\$2.00	\$2,000.00
8	Removal of Protruding Service Taps, complete in place.	15 HR		\$305.00	\$4,575.00	\$200.00	\$3,000.00
9	Manhole Inspections, complete in place.	91 EA		\$37.00	\$3,367.00	\$81.50	\$7,416.50
10	Traffic Control, complete in place.	1 LS		\$560.00	\$560.00	\$3,500.00	\$3,500.00
					\$85,402.00		\$97,135.25
							\$105,710.00

BASE BID TOTAL

Wayne R. McVicar 7/23/15
 WAYNE R. MCVICAR, PE
 PA License No. PE-044085-R

DATE

ARTICLE 10 QUOTATION SUBMITTAL

This Quote submitted by: _____

If Quoter is:

An Individual

Name (typed or printed): Derin Mayhue

By: *[Signature]* (SEAL)
(Individual's signature)

Doing business as: DJ Miller - Miller Pipetech

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in _____ is / /

Quoter's Business Address 157 Hillcrest drive

New Brighton, PA 15066

Phone No. 724-778-0029 Fax No. 724-891-3134

SUBMITTED on July 17, 2015

NON COLLUSION AFFIDAVIT

Contract: 2015 Operation & Maintenance Contract - Borough of Dormont

State of Pennsylvania _____:

County of Allegheny _____: :S.S.

I state that I am Co-Owner _____

of Miller Pipetech _____ (Title)

(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Miller Pipetech _____, its affiliates subsidiaries,
(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

ARTICLE 4 BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s):

2015 OPERATION & MAINTENANCE CONTRACT

Item	Quantity	Units	Description	Unit Price	Amount
1	21400	LF	8" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 42,800.00
2	6250	LF	10" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 12,500.00
3	8650	LF	12" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 17,300.00
4	525	LF	15" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 1,050.00
5	650	LF	20" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 1,300.00
6	5	HR	Locating Manholes for Work Access, complete in place.	\$ 190.00	\$ 950.00
7	1,000	LF	Pre-Cleaning CCTV Inspections, utilized only if there is no cleaning necessary on the manhole-to-manhole sanitary sewer pipe segment specified, complete in place.	\$ 1.00	\$ 1,000.00
8	15	HR	Removal of Protruding Service Taps, complete in place. <i>CCTV with Combo truck</i>	\$ 305.00	\$ 4,575.00
9	91	EA	Manhole Inspections, complete in place.	\$ 37	\$ 3,367.00
10	1	LS	Traffic Control, complete in place.	\$ 560	\$ 560
Total Amount Bid Based on Estimated Quantities, Items # 1 - #10, Inclusive				\$ 85,402.00	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Quotation From: Insight Pipe Contracting, L.P.

QUOTATION FORM & PROPOSAL

ARTICLE 1 QUOTE RECIPIENT

This quotation is submitted to: Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quotation Documents to perform all Work as specified or indicated in the Quotation Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quotation Documents.

ARTICLE 2 PROPOSAL FOR:

2015 OPERATION & MAINTENANCE CONTRACT - BOROUGH OF DORMONT

The Preventive Maintenance Cleaning Project includes the Cleaning, Root Cutting, Grease and Sedimentation Removal and Pre and Post-CCTV of approximately 37,500 L.F. of Sanitary Sewers and inspection of 91 manholes.

ARTICLE 3 TIME OF COMPLETION

Quoter agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06.B.1 of the General Conditions within NINETY (90) calendar days after the date when the Contract Times commence to run.

Quoter accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 4 BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s):

2015 OPERATION & MAINTENANCE CONTRACT

Item	Quantity	Units	Description	Unit Price	Amount
1	21400	LF	8" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ <u>2.00</u>	\$ <u>42,800.00</u>
2	6250	LF	10" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ <u>2.00</u>	\$ <u>12,500.00</u>
3	8650	LF	12" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ <u>2.50</u>	\$ <u>21,625.00</u>
4	525	LF	15" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ <u>2.75</u>	\$ <u>1,443.75</u>
5	650	LF	20" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ <u>4.00</u>	\$ <u>2,600.00</u>
6	5	HR	Locating Manholes for Work Access, complete in place.	\$ <u>50.00</u>	\$ <u>250.00</u>
7	1,000	LF	Pre-Cleaning CCTV Inspections, utilized only if there is no cleaning necessary on the manhole-to-manhole sanitary sewer pipe segment specified, complete in place.	\$ <u>2.00</u>	\$ <u>2,000.00</u>
8	15	HR	Removal of Protruding Service Taps, complete in place.	\$ <u>200.00</u>	\$ <u>3,000.00</u>
9	91	EA	Manhole Inspections, complete in place.	\$ <u>81.50</u>	\$ <u>7,416.50</u>
10	1	LS	Traffic Control, complete in place.	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
Total Amount Bid Based on Estimated Quantities, Items # 1 - #10, Inclusive				\$ <u>97,135.25</u>	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 QUOTER'S ACKNOWLEDGEMENTS

Quoter accepts all of the terms and conditions of the Instructions to Bidders. This Quote will remain subject to acceptance for 60 days after receipt, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

ARTICLE 6 QUOTER'S REPRESENTATIONS

In submitting this Quotation, Quoter represents that:

- A. Quoter has examined and carefully studied the Quotation Documents, the other related data identified in the Quotation Documents.
- B. Quoter has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Quoter is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Quoter has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quotation Documents to be employed by Quoter, and safety precautions and programs incident thereto.
- E. Quoter does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Quotation Documents.
- F. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quotation Documents.
- G. Quoter has correlated the information known to Quoter, information and observations obtained from visits to the Site, reports and drawings identified in the Quotation Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Quotation Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quotation Documents, and the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quotation Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Quoter will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 7 FURTHER REPRESENTATIONS

Quoter further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

ARTICLE 8 ATTACHMENTS TO THIS QUOTATION

The following documents are attached to and made a condition of this Quote:

- A. List of Proposed Subcontractors - *NONE*
- B. List of Proposed Suppliers *NONE*
- C. Public Works Employment Verification Form
- D. A read only copy of the Contractor's software to be used on the project including sample data is required to be included in the quote package. The software must be reviewed prior to awarding the contract. *N/A*

ARTICLE 9 DEFINED TERMS

The terms used in this Quote with initial capital letters have meanings stated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 QUOTATION SUBMITTAL

This Quote submitted by: Insight Pipe Contracting, LP
If Quoter is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: Insight Pipe Contracting, LP (SEAL)

By: _____
(Signature of general partner)

S. Michael Marburger
Name (typed or printed): Partner/Chief Executive Officer

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in _____ is ____/____/____

Quoter's Business Address: 232 E. Lancaster Road

Harmony, PA 16037

Phone No. 724-452-6060 Fax No. 724-452-3226

SUBMITTED on July 17, 2015

NON COLLUSION AFFIDAVIT

Contract: 2015 Operations & Maintenance Contract

State of PENNSYLVANIA _____:

County of Butler _____: **S.S.**

I state that I am partner _____
of Insight Pipe Contracting, LP _____ (Title)
(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Insight Pipe Contracting, LP _____, its affiliates subsidiaries,
(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Insight Pipe Contracting, LP understands and acknowledges that the
(Name of my firm)

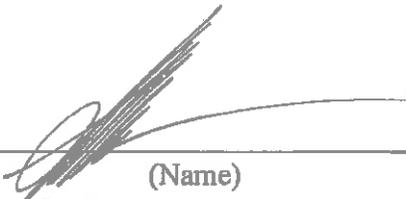
above representations are material important, and will be relied on by

Borough of Dormont
(Name of public entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

Borough of Dormont of the true facts relating to the
(Name of public entity)

submission of bids for this contract.


(Name)
S. Michael Marburger
Partner/Chief Executive Officer
(Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 17 DAY
OF July 20 15.


Notary Public My Commission Expires:

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane N. Reiber, Notary Public
Lancaster Twp., Butler County
My Commission Expires Feb. 12, 2018
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date July 17, 2015

Business or Organization Name (Employer) Insight Pipe Contracting, LP

Address 232 E. LANCASTER Road

City Harmony State PA Zip Code 16037

Contractor Subcontractor (check one)

Contracting Public Body Borough of Dormont

Contract/Project No N/A

Project Description 2015 Operation & Maintenance Contract

Project Location Dormont

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, S. Michael Marburger authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.


Authorized Representative Signature
S. Michael Marburger
Partner/Chief Executive Officer



REQUEST FOR QUOTATIONS

For The

2015 OPERATION & MAINTENANCE CONTRACT Borough of Dormont

Borough of Dormont
1444 Hillsdale Avenue
Suite 10
Pittsburgh, PA 15216-2019
(412) 561-8900

Prepared By:

A handwritten signature in blue ink, which appears to read "Wayne R. McVicar", is written over a horizontal line.

**Wayne R. McVicar, PE
Borough Engineer
License No. PE-044085-R**

7/1/15

Date:

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ENCLOSURES

2015 Manhole Inspection List
2015 Sewer Pipe CCTV List
Manhole Inspection Spreadsheet

ATTACHMENTS

2015 CCTV Sewers Plan

SHEETS

1

Quotation From: ROBINSON PIPE CLEANING COMPANY

QUOTATION FORM & PROPOSAL

ARTICLE 1 QUOTE RECIPIENT

This quotation is submitted to: Borough of Dormont
1444 Hilledale Avenue
Pittsburgh, PA 15216

The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quotation Documents to perform all Work as specified or indicated in the Quotation Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quotation Documents.

ARTICLE 2 PROPOSAL FOR:

2015 OPERATION & MAINTENANCE CONTRACT - BOROUGH OF DORMONT

The Preventive Maintenance Cleaning Project includes the Cleaning, Root Cutting, Grease and Sedimentation Removal and Pre and Post-CCTV of approximately 37,500 L.F. of Sanitary Sewers and inspection of 91 manholes.

ARTICLE 3 TIME OF COMPLETION

Quoter agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06.B.1 of the General Conditions within NINETY (90) calendar days after the date when the Contract Times commence to run.

Quoter accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 4 BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s):

2015 OPERATION & MAINTENANCE CONTRACT

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	21400	LF	8" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.00	\$ 42,800.00
2	6250	LF	10" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.50	\$ 15,625.00
3	8650	LF	12" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 2.80	\$ 24,220.00
4	525	LF	15" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 4.00	\$ 2,100.00
5	650	LF	20" Sanitary Sewer Preventive Maintenance Cleaning, complete in place	\$ 7.70	\$ 5,005.00
6	5	HR	Locating Manholes for Work Access, complete in place.	\$ 225.00	\$ 1,125.00
7	1,000	LF	Pre-Cleaning CCTV Inspections, utilized only if there is no cleaning necessary on the manhole-to-manhole sanitary sewer pipe segment specified, complete in place.	\$ 2.00	\$ 2,000.00
8	15	HR	Removal of Protruding Service Taps, complete in place.	\$ 225.00	\$ 3,375.00
9	91	EA	Manhole Inspections, complete in place.	\$ 60.00	\$ 5,460.00
10	1	LS	Traffic Control, complete in place.	\$4,000.00	\$ 4,000.00
Total Amount Bid Based on Estimated Quantities, Items # 1 - #10, Inclusive				\$ 105,710.00	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 QUOTER'S ACKNOWLEDGEMENTS

Quoter accepts all of the terms and conditions of the Instructions to Bidders. This Quote will remain subject to acceptance for 60 days after receipt, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

ARTICLE 6 QUOTER'S REPRESENTATIONS

In submitting this Quotation, Quoter represents that:

- A. Quoter has examined and carefully studied the Quotation Documents, the other related data identified in the Quotation Documents.
- B. Quoter has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Quoter is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Quoter has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quotation Documents to be employed by Quoter, and safety precautions and programs incident thereto.
- E. Quoter does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Quotation Documents.
- F. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quotation Documents.
- G. Quoter has correlated the information known to Quoter, information and observations obtained from visits to the Site, reports and drawings identified in the Quotation Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Quotation Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quotation Documents, and the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quotation Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Quoter will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 7 FURTHER REPRESENTATIONS

Quoter further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

ARTICLE 8 ATTACHMENTS TO THIS QUOTATION

The following documents are attached to and made a condition of this Quote:

- A. List of Proposed Subcontractors
- B. List of Proposed Suppliers
- C. Public Works Employment Verification Form
- D. A read only copy of the Contractor's software to be used on the project including sample data is required to be included in the quote package. The software must be reviewed prior to awarding the contract.

ARTICLE 9 DEFINED TERMS

The terms used in this Quote with initial capital letters have meanings stated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.



ROBINSON PIPE CLEANING, CO.

Specializing in today's needs for environmental protection.

2656 Idlewood Road • Pittsburgh, PA 15205 • (412) 921-2100 • Fax (412) 921-3600

ARTICLE 8A - LIST OF PROPOSED SUBCONTRACTORS: NONE

ARTICLE 8B - LIST OF PROPOSED SUPPLIERS: NONE

ARTICLE 10 QUOTATION SUBMITTAL

This Quote submitted by: ROBINSON PIPE CLEANING COMPANY

If Quoter is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

A Corporation

Corporation Name: ROBINSON PIPE CLEANING COMPANY (SEAL)

State of Incorporation: PENNSYLVANIA

Type (General Business, Professional Service, Limited Liability): SERVICE

By: 
(Signature)

Name (typed or printed): MICHAEL J. LONG, JR.

Title: VICE PRESIDENT (CORPORATE SEAL)

Attest 

LISA M. LOMBARDO, SECRETARY-TREASURER

Date of Authorization to do business in PENNSYLVANIA is 6 / 25 / 1958

Quoter's Business Address 2656 IDLEWOOD ROAD

PITTSBURGH, PA 15205

Phone No. 412-921-2100 Fax No. 412-921-3600

SUBMITTED on JULY 17 2015

NON COLLUSION AFFIDAVIT

Contract: 2015 OPERATION & MAINTENANCE CONTRACT

State of PENNSYLVANIA :
:S.S.

County of ALLEGHENY :

I state that I am VICE PRESIDENT
(Title)
of ROBINSON PIPE CLEANING COMPANY
(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) ROBINSON PIPE CLEANING COMPANY, its affiliates subsidiaries,
(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that ROBINSON PIPE CLEANING COMPANY understands and acknowledges that the
(Name of my firm)

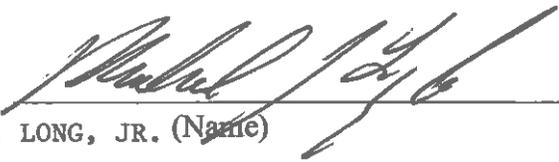
above representations are material important, and will be relied on by

Borough of Dormont
(Name of public entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

Borough of Dormont of the true facts relating to the
(Name of public entity)

submission of bids for this contract.


MICHAEL J. LONG, JR. (Name)

VICE PRESIDENT
(Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY
OF July 2015.


Notary Public My Commission Expires: 1/6/16

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Lombardo, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 6, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Seal)



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 7/16/15

Business or Organization Name (Employer) ROBINSON PIPE CLEANING COMPANY

Address 2656 IDLEWOOD ROAD

City PITTSBURGH State PA Zip Code 15205

Contractor Subcontractor (check one)

Contracting Public Body BOROUGH OF DORMONT

Contract/Project No _____

Project Description 2015 OPERATION & MAINTENANCE CONTRACT

Project Location DORMONT, PA

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, MICHAEL J. LONG, JR., authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature
MICHAEL J. LONG, JR.,
VICE PRESIDENT



BOROUGH OF DORMONT

EXECUTIVE SESSION 6:00 PM

Personnel Matter(s)

REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL HELD ON MONDAY, JULY 6, 2015 7:00PM IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS

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

PLEDGE OF ALLEGIANCE

ROLL CALL

The following members of Council responded to roll call:

Onnie Costanzo, Jeff Fabus, Joan Hodson, Drew Lehman, John Maggio, Val Martino,
Bill McCartney

Also present: Borough Manager, Ben Estell
John Rushford, Borough Solicitor
Mayor Phil Ross
Jr. Council Member, Connor Tokarsky

REGISTERED COMMENTS FROM THE PUBLIC

None.

COMMENTS FROM THE MAYOR

Mayor Ross briefed on Dormont Day. Chief Bisignani informed that the Police Department responded to 308 calls for service. Bisignani briefed on the SHACOG SWAT team and commended on Officer Dailey on his dedication to his job with them.

COUNCIL COMMITTEE REPORTS

Finance and Legal: Costanzo briefed on the budget and the Borough's property taxes.

Community Affairs/Recreation: Fabus briefed on Dormont Day. *Recreation and Community Affairs Director, Kristin Hullihen briefed on Dormont Day.* Fabus briefed on Movies in the Park and The Hollywood Theater's upcoming events.

Mr. Beeson, representing Friends of Dormont Pool RE: Raising money for Dormont Pool and presented a check for \$9,000.00 to the Borough to pay for the new slide at the Dormont Pool.

Fabus commended the Friends of Dormont Pool for all they do. Fabus informed that the Borough is completely in charge of the Dormont Pool and hired Jeff Ellis Management to manage the pool and pool employees.

Public Safety/Service: Hodson informed that the planting was completed at the Bill Moreland Memorial Garden. During the month of May MRTSA responded to 73 calls for service in Dormont. During the month of June DVFD responded to 25 calls for service. Hodson briefed on the traffic signal push buttons on West Liberty Avenue.

Property, Supplies and Planning: Martino stated that her committee will possibly be conducting a meeting to discuss some memorial park benches. Martino briefed on the budget and some of her concerns.

COUNCIL PRESIDENT REPORT

McCartney briefed on the Stormwater Public Workshop, meetings with the Saw Mill Run Watershed Association and the attendance of those.

BOROUGH MANAGER'S REPORT

Ben Estell introduced himself and briefed on some of his plans for the Borough.

The Borough Council recognized the Interim Manager, Rebecca Bradley and commended her for her help with the Borough between Managers.

CONSENT AGENDA

Motion by Hodson , second by Costanzo to accept Consent Agenda Items A, B, C, D, E, F, G, H, I, J, K (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, C. Motion to approve the Minutes of the June 1, 2015 Council Business Meeting, D. Motion to approve the Minutes of the June 15, 2015 Special Council Meeting, E. Motion to approve the Warrant list for June 2015, F. Motion to accept the recommendation of the Engineer approving the quote from Insight Pipe in the amount of \$2,800.00 to clear the blockage in the sanitary sewer at the end of Dwight Avenue as per Mr. McVicar's memorandum, G. Motion to accept the recommendation of the Engineer authorizing Payment No. 3 (Final Payment) to East Coast paving & Sealcoating Inc. for the 2014 Alley Resurfacing Project in the amount of \$5,362.54 as per Mr. McVicar's memorandum (Funds to be drawn from the Capital Improvement Fund), H. Motion accepting the recommendation of the Park Superintendent to accept the quote from Carusso Heating & Air Conditioning, Inc. to replace one HVAC unit at the Thomas Lloyd Recreation Center at a cost of \$14,570 as per Mr. Conroy's memorandum (Funds to be drawn from the Contingency Account), I. Motion accepting the recommendation of the Public Works Superintendent to accept the quote from Carusso Heating and Air Conditioning, Inc. to repair two HVAC units on the Borough Building road which were damaged June 23, 2015 when a Duquesne Light transformer exploded at a cost of \$4,986 per Mr. Schneider's email (insurance claim field), J. Motion to accept the recommendation of the Public Works Superintendent to contract with Cargill, Inc., for salt for the 2015-2016 winter season at a cost of \$69.29 per ton; further authorizing the submission of a letter of award and the execution of a contract contingent upon the review and approval

of the solicitor, K. Motion to accept the recommendation of the Engineer authorizing Pay Estimate #3 to Niando Construction in the amount of \$28,712.32 for the 5th Alley Emergency reconstruction project, addendum #1, L. Motion to accept the recommendation of the Engineer authorizing final Pay Estimate #3, to Insight Pipe in the amount of \$8,040.53 for the sewer lining project final)
Motion carried 7-0.

ACTION ITEMS

A. Motion by Hodson, second by Lehman to advertise proposed Ordinance #1607, adopting International Fire Code, 2009 Edition.

Public Comment: None.

Council Discussion: Maggio expressed his concerns. Council discuss the fees.

Motion carried 7-0.

B. Motion by Hodson, second by Costanzo to advertise proposed Ordinance #1608, amending Chapter 110, Fire Safety Inspection Program of the Codified Book of Ordinances.

Public Comment: None.

Council Discussion: None.

Motion carried 7-0.

C. Motion by Costanzo, second by Hodson to advertise proposed Ordinance #1609, creating a Stormwater Authority in accordance with the Pennsylvania Municipal Authorities Act of 1945.

Public Comment: None.

Council Discussion: Maggio briefed on why he doesn't agree with this Motion.

Roll call: Costanzo, Yes; Fabus, Yes; Hodson, Yes; Lehman, No; Maggio, No; Martino, Yes; McCartney, Yes.

Motion carried 5-2.

D. Motion by Hodson, second by Costanzo to adopt Resolution #10-2015, amending the Fee Schedule for Fire Safety Inspections.

Public Comment: None.

Council Discussion: None.

Roll call: Costanzo, Yes; Fabus, Yes; Hodson, Yes; Lehman, Yes; Maggio, No; Martino, Yes; McCartney, Yes.

Motion carried 6-1.

E. Motion by Hodson, second by Costanzo authorizing the executing of an agreement with Code.sys Code Consultants for the provision of Fire Inspection Services at an hourly rate of \$45.00.

Public Comment: Kim Kunkle, 2816 Crosby Avenue RE: Checklist for businesses.

Council Discussion: Discussed the fees.

Motion carried 7-0.

F. Motion by Fabus, second by Hodson to adopt Resolution #11-2015, authorizing Dormont to become a Live Well Allegheny Community.

Public Comment: None.

Council Discussion: Maggio asks about promoting the smoke free buildings and perimeters.

Motion carried 7-0.

G. Motion by Martino, second by Hodson to accept the recommendation of the Manager to purchase software from Geotech in the amount of \$2040.00 for the creation of a Sidewalk and curb inspection database and to purchase a Microsoft Surface Pro 3 with rugged case from CDW-G at a cost of \$1,028.42.

Public Comment: None.

Council Discussion: None.

Motion carried 7-0.

DISCUSSION ITEMS

- A. Request from Cheryl Herrington of the Dormont Historical Society to hold a Family Fun Night at the pool on Wednesday, August 19th from 5:00 PM until 8:00 PM and reducing the cost of the pool pass to \$2.50.

Motion by Costanzo, second by Hodson to approve a Family Fun Night at the pool on Wednesday, August 19th from 5:00 PM until 8:00 PM and reducing the cost of the pool pass to \$2.50 for anyone.

Public Comment: None.

Council Discussion: None.

Motion carried 7-0.

- B. Discussion of soliciting individuals to purchase benches in memoriam for placement in Dormont Park.

Hodson briefed on the benches that need replaced and the cost to replace them with the engraving. Hodson informed that it would be available for all residents and businesses to purchase either for advertising or for remembrance of a loved one.

Council discussed their concerns about having businesses advertise on benches. Council would rather just offer it to residents for loved ones.

- C. Update on progress on Conservatorship Properties.

Rushford informed that there is a buyer for the property at 1447 Dormont Avenue and that the Borough will be reimbursed in full for all its cost that have been put forth. Rushford briefed on the process with having approval done through the Court of Common Pleas.

Rushford briefed on the process with the Conservatorship Property on Broadway Avenue.

- D. Recommendation from the Traffic and Parking Planning Commission to hire a traffic engineer to determine next steps for traffic calming in the 2900 block of Belrose.

Chairmen of the Traffic and Parking Planning Commission, George Pitcher RE: Briefed on the recommendation to hire a traffic engineer to determine the next steps for the traffic calming in the 2900 block of Belrose Avenue.

- E. Recommendation from the Traffic and Parking Planning Commission to consider approving the first two recommendations from the Carnegie Mellon University Traffic Study, as follows:

- Update one way and two way street designations: Conduct a study to determine which two-way streets with parking on one side would meet the width requirements for designating as one-way streets with parking on both sides.

Deputy Fire Chief, Mat Davis and Fire Chief, Jeff Arnold RE: Briefed on what would happen during a fire if there were parking on both sides of the street.

Kelly, Lives by the Dormont T Junction Stop RE: Enforcing the limit of parking permits per household.

- Expand and amend residential permit areas: Enforce residential parking permits from 9:00 AM until 9:00 PM Monday through Friday if an only if additional hours can be adequately enforced.

Bob Hutchison, 1332 Illinois Avenue RE: Signs about permit parking on Illinois Avenue.

Discussion between residents, Council, the Mayor and the Police Chief about speeders on Arkansas and throughout the Borough.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Matt Hamilton, 3246 Waltham Avenue RE: Stormwater fee.

Mr. Berman RE: Increasing parking permit time. Sidewalk issues, stormwater drain sealed off and T-Station repairs.

Kathy Hartman RE: Bingo to raise money for the DVFD.

Michele Ross, 3251 Beacon Hill Avenue RE: \$700,000 windfall and how much is rent revenue.

John Maggio RE: Liability with Dormont Delivers. Businesses being fined for graffiti and illegal signs.

ANNOUNCEMENTS

ADJOURNMENT

Motion by McCartney, second by Hodson to adjourn.

Certified Copy of Corporate Resolution

Account Name

Address

City

State

Zip

I do hereby CERTIFY that the following is a true copy of a resolution duly adopted by the Board of Directors of, _____ (hereinafter "Client"), a corporation organized under the laws of the State of _____, at a meeting duly held on _____; that a quorum was present and acted throughout such meeting; that such resolution has not been rescinded or modified and remains in full force and effect; that the Certificate of Incorporation and the By-Laws and any amendments thereto do not contain any provisions that are or will be in contravention to the provisions of this resolution.

RESOLVED:

1. That Client is authorized to enter into a contract with Manning & Napier Advisors, LLC (hereinafter M&N), to provide investment management services and _____ to provide custodian/directed trustee services or their affiliates or assigns is; and
2. That any _____ of the _____ individuals listed and hereinafter referred to as "Authorized Persons" is hereby authorized to give instruction or approval on behalf of the Client for transactions in securities of other assets and specifically: (i) to give written instructions or approval, by mail, facsimile, or otherwise, to M&N to buy or sell stocks, bonds, options and/or other securities whether for immediate or future delivery; (ii) direct the transfer of funds to or from accounts established under this resolution; (iii) authorize the payment of funds to one or more persons or entities in amounts and at such times as deemed appropriate; and
3. That any _____ of _____ Authorized persons is/are authorized to take any and all steps, to do any and all things, and execute and deliver any and all documents, including the contract with M&N in the name and on behalf of Client as may be necessary or appropriate to carry out the purposes of this Resolution; and
4. That all actions heretofore taken with respect to matters authorized in these resolutions be, and they hereby are, ratified, confirmed and approved; and
5. That this resolution shall be and remain in full force and effect until written notice of the revocation hereof shall be delivered to and receipt acknowledged by M&N.

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

Witness my hand and the seal of the corporation this _____ day of _____ in the year _____.

Secretary

Affix Seal



July 23, 2015

Borough of Dormont

1444 Hillsdale Avenue

Pittsburgh, PA 15216

Re: Event Banner Posting Request

Dormont Main Street

"A Taste in Dormont"

Dear Borough Council and Manager:

On behalf of the Dormont Community Development Corporation and Dormont Main Street, I am forwarding this letter to Borough Council seeking permission to install three (3) temporary special event signs advertising our signature event "A Taste in Dormont" to be held on Saturday, September 12, 2015 in the pool parking lot. Attached to this letter is an APPLICATION FOR SIGN PERMIT covering these proposed temporary signs.

The signs are proposed to be erected at the following locations: Site#1 on the fence along Banksville Road adjacent to the tennis courts, Site#2 at the entrance to the pool off Dormont Avenue and Site#3 at the park at the corner of West Liberty Avenue and Hillsdale Avenue. These are the same display locations that were used last year. The application indicates the sizes of the signs and how they will be mounted for display. The largest sign is 45 square feet and the total of the three (3) signs is 93 square feet.

We are aware that these temporary special event signs cannot be displayed more than 30 days before the event and are required to be removed within 5 days after the event.

Thank you for your consideration in this matter and should you have any questions or wish to further discuss this request, do not hesitate to contact George Pitcher@412-952-1681.

Sincerely,

Kim Kunkle, President

Dormont Community Development Corporation

Db a Dormont Main Street



BOROUGH OF DORMONT

APPLICATION FOR SIGN PERMIT

Application Date: July 23, 2015
 Applicant Name: George Pitcher
 Business Name: Dormont Community Development Corporation
 Business Address: 2825 Broadway Avenue
Pittsburgh, PA 15216
 Business Phone: 412-952-1681

Check One: Permanent Sign _____ Temporary Sign (3)

Number of lineal feet of storefront: N/A

Square feet of existing signage: N/A

Square feet of proposed signage: 1 @ 24sf, 1 @ 24sf, 1 @ 45sf - Total 93sf

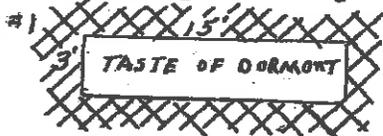
Depth of Sign as measured from building: N/A

Is the sign lighted? No If so, how? _____

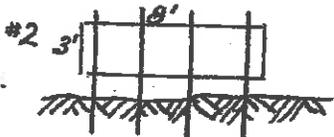
Cost of Sign: _____

Applicant Signature: George Pitcher

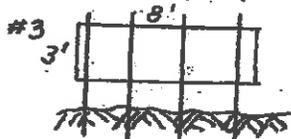
Sketch of proposed sign - Please show exact dimensions:



Vinyl sign to be attached to fence along Banksville Road at Tennis Courts.



Vinyl sign to be erected at Entrance to Pool Parking Lot. Sign to be mounted on exterior plywood. Plywood mounted on 4 steel posts embedded below ground surface 12" to 15"



Vinyl sign to be erected in the Passive Park. Sign to be mounted on exterior plywood. Plywood mounted on 4 steel posts embedded below ground surface 12" to 15"

For Official Use Only:

Permit Cost: _____

Approved By: _____



BOROUGH OF DORMONT

1444 HILLSDALE AVENUE

DORMONT, PA 15216

(412) 561-8900



APPLICATION No. _____ PERMIT No. _____ DATE _____

I, the undersigned, hereby make application for a zoning permit for the construction alteration occupancy hereinafter described at the premises mentioned, and represent as follows:

Address of Property Pool Parking Lot Type of Building Temporary Commercial Tent

Owner Dormont Community Development Corporation Telephone 412-952-1681

Owner's Address 2825 Broadway Avenue, Pittsburgh, PA 15216

Lot Information:
1-Area in Square Feet Pool Parking Lot Sq. Ft. _____
2-Width at Building Line _____ Ft. _____
3-Depth _____ Ft. _____

Existing Buildings Information:
1-Square Footage Ground Floor _____ Sq. Ft. _____
2-% of Lot Covered by Buildings _____ %

New Buildings, Additions or Alterations:
1-Square Footage New Construction Temporary Tent 4,000 Sq. Ft. _____
2-Total Square Footage Ground Floor _____ " " " Sq. Ft. _____
(include old and new)
3-% Lot Covered with this Construction (include old & new) _____ %
4-Nature of Construction Temporary Commercial Tent
to house "Taste of Dormont" Event
Sept. 14, 2013
5-Cost _____

Zoning Information:
1-Lot presently zoned Parks
2-No. Dwelling Units with this Construction _____
3-Lot Area required for this number Dwg. Units _____
4-Present or Former Use _____
5-Proposed Use "Taste of Dormont" Event

Structural Information:
Type of Material Commercial Tent
Heating N/A
Sewer N/A
Number of Stories one (1)
Fire Escape 10' Front opening; 80' Rear Opening

Commercial Buildings:
State Approved _____ (Number) _____ (Date)

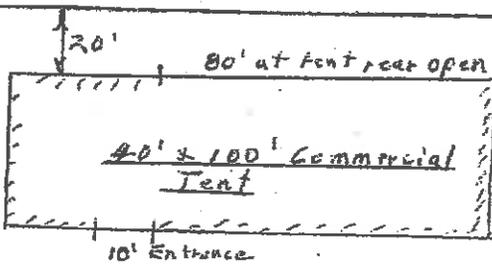
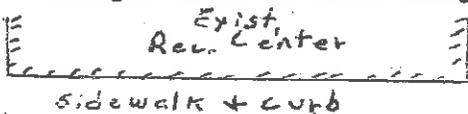
Are Other Permits Required? _____

Off Street Parking and Loading:
1-No. Parking Spaces Required _____
2-No. Available on Lot _____
3-No. Available Within _____ Feet

FOR OFFICIAL USE ONLY	
Check List	
Required	Ok
Use	_____
SETBACK:	
Front	_____
Sides	_____
Rear	_____
Area	_____
Coverage	_____
Height	_____
Parking	_____
Landscaping	_____
Signs	_____
Access	_____
Plans and Specifications	_____
Fees:	
VALUATION \$	_____
Fee	_____
Paid	_____

SKETCH OF LOT AND PROPOSED CONSTRUCTION

Show all lot lines and dimensions, all lines of streets and alleys bounding property, and distances from building to lot lines and to other buildings on the same lot. Distinguish between old and new buildings or additions.



REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (discussed 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

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Remington & Vernick Engineers

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(856) 795-9595
(856) 795-1882 (fax)

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& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
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& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
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& Beach Engineers**

922 Fayette Street
Coushockton, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

73 West Main Street, Rear
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Unk. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**

The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

July 23, 2015

Wayne McVicar, PE
Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

RE: Borough of Dormont
Traffic Calming Study
Belrose Ave.

Mr. McVicar:

Please accept this letter as a proposal to perform a traffic study for the above referenced street. This study will be specifically for the applicability and justification for traffic calming devices on Belrose Ave.

It is my understanding from our conversation that Belrose Ave. is a one way street that connects Potomac Ave to Hillsdale Ave. Recently after the road was repaved the residents have voiced concerns over speeding in this residential neighborhood. Specifically with people using this street as a "cut-through".

In order to first evaluate the need for traffic calming a speed and volume study should be completed. It is my understanding that your police force has this equipment and can provide this data. In addition we would request data on any vehicular or pedestrian accidents within the last three years.

Once that data is received by RV&B we will analyze it in accordance with PENNDOT publication 383 "Pennsylvania's Traffic Calming Handbook". Specifically we will be looking at the following

1. Speed
2. Volume
3. Crashes
4. School Crossings
5. Pedestrian generator
6. Sidewalks

A numerical number is then given to the request based on a 100 point system. We have found that this ranking system is a very good method to allow towns to prioritize their improvements (if warranted).

Earning Our Reputation Every Day Since 1901
www.rve.com

Borough of Dortmund
Belrose Ave
Traffic Calming Study

Based on our analysis we will recommend various options for traffic calming on the particular street. These can range from chicanes, speed humps and bulb outs to different signage and striping.

We propose to prepare this report for a not to exceed figure of \$1,565.00

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

Very truly yours,
Remington, Vernick and Beach Engineers

A handwritten signature in blue ink, appearing to read "M. Meyer", is written over a horizontal blue line.

Michael G Meyer, P.E.
Regional Manager

ALLEGHENY COUNTY HEALTH DEPARTMENT

In the Matter of:

Dormont Borough	:	Sewage
Allegheny County	:	Article XIV

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“COA”) is entered into this day ____ of _____, 2015, by and between the Allegheny County Health Department (hereinafter “ACHD”) and Dormont Borough.

WHEREAS, the ACHD has found and determined the following:

A. The ACHD is a health department organized under the Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304 as amended, 16 P.S. §12001 et seq., and executes the powers and duties vested in it by, *inter alia*, the laws of the Commonwealth of Pennsylvania, the rules and regulations of the Pennsylvania Department of Health, the ACHD’s Rules and Regulations, and relevant ordinances of Allegheny County.

B. Dormont Borough is a municipality as defined in the ACHD’s Rules and Regulations, Article XIV, “Sewage Management”, as amended, (hereinafter “Article XIV”), with a mailing address of 1444 Hillside Avenue, Pittsburgh, PA, 15216.

C. The Allegheny County Sanitary Authority (“ALCOSAN”) is a municipal authority formed pursuant to the Municipal Authorities Act, Act of May 2, 1945, P.L. 382, as amended, 53 P.S. §§ 301-401, and is a municipality as defined by Article XIV. ALCOSAN’s mailing address is 3300 Preble Avenue, Pittsburgh, PA 15233-1092.

D. ALCOSAN owns and operates the Woods Run Sewage Treatment Plant (hereinafter “Plant”) which is located on the north bank of the Ohio River, in the City of Pittsburgh, Allegheny County. The Plant discharges to the Ohio River, a water of the Commonwealth, and a navigable water of the United States. The Plant treats sewage from 83 customer municipalities, including Dormont Borough.

E. ALCOSAN owns and operates the ALCOSAN Interceptor System which collects and conveys sewage to the Plant from 83 customer municipalities, including Dormont Borough.

F. A separate sanitary sewer system (hereinafter “SSS”) is a sewer system, or a part thereof, that is designed, permitted, built and operated to convey sanitary sewage and industrial waste.

G. A Sanitary Sewer Overflow (hereinafter “SSO”) is an unauthorized discharge of untreated sewage from an SSS. As used in this COA, the term, “SSO,” may also be used to refer to a point within the SSS or a down gradient SSS, at a location before the headworks of the Plant at which a discharge occurs from a SSS. SSOs are not authorized by any permit or regulation of the ACHD.

H. Dormont Borough owns and operates an SSS that conveys sanitary sewage and industrial waste from within Dormont Borough’s geographical borders directly or indirectly to the ALCOSAN Interceptor System for treatment at the Plant.

I. A combined sewer system (“CSS”) is a sewer system, or a part thereof, that is designed, permitted, built and operated to convey sanitary sewage, industrial waste and stormwater.

J. A Combined Sewer Overflow (hereinafter “CSO”) is a wet weather discharge from a CSS occurring before the headworks of the Plant. As used in this COA, the term, “CSO,” may also be used to refer to a point within the CSS, at a location before the headworks of the Plant, at which a discharge occurs from the CSS. All municipalities that have CSSs with CSOs are required to obtain an NPDES Permit for these discharges.

Sewage Overflows

K. Dormont Borough periodically contributes to the discharge of untreated sewage from one or more CSOs in CSSs downstream from Dormont Borough’s Sewer System and/or at the ALCOSAN Interceptor System.

L. Dormont Borough periodically:

- a. discharges untreated sewage from one or more SSO in its SSS;
- b. contributes to the discharge of untreated sewage from one or more SSOs in SSSs downstream from Dormont Borough’s Sewer System; and/or,
- c. contributes to the discharge of untreated sewage from one or more SSOs at the point of connection to the ALCOSAN Interceptor System.

M. Excessive flows from Dormont Borough’s Sewer System, as well as excessive flows from other customer municipalities, contribute to the hydraulic overloading of the ALCOSAN Interceptor System and the Plant and result in SSOs and CSOs discharging to waters of the Commonwealth.

N. Each SSO is a violation of Article XIV, Sections 1404.1 and 1404.2.

O. Pursuant to Section 402(q) of the Clean Water Act, 33 U.S.C. § 1342(q), all municipalities that allow wet weather CSOs or contribute flow to a CSO must comply with the Combined Sewer Overflow Control Policy signed by the Environmental Protection Agency Administrator on April 11, 1994 (“CSO Control Policy”).

P. Under the requirements of the CSO Control Policy, Dormont Borough is required to, *inter alia*, minimize or eliminate CSOs.

Q. On March 12, 2004, Dormont Borough entered into an Administrative Consent Order (“ACO”) with the ACHD. The earlier ACO required Dormont Borough, *inter alia*, to conduct a Phase I Sewer System Assessment, to conduct flow monitoring, to prepare and implement an Operations and Maintenance Program Plan, to prepare and implement an SSO Response Plan and to submit to the ACHD a Feasibility Study with an alternative analysis evaluating Dormont Borough’s options to construct sewage facilities necessary to retain, store, convey and treat sewage flows from Dormont Borough to the ALCOSAN sewer system so as to eliminate all SSOs within Dormont Borough’s Sewer System.

R. The obligations of the ACO, as amended, terminated on March 30, 2015.

S. On January 23, 2008, the United States District Court of the Western District of Pennsylvania entered a Consent Decree between ALCOSAN and the United States Environmental Protection Agency, the PA Department of Environmental Protection (“PADEP”) and the ACHD (collectively “Regulatory Agencies”) in a case docketed at Civil Action 07-037 (“2008 Consent Decree”). The 2008 Consent Decree required, *inter alia*, ALCOSAN to submit a Wet Weather Plan that provided for compliance with the CSO Control Policy and the elimination of SSOs within its Sewer System. ALCOSAN submitted a draft Wet Weather Plan to the Regulatory Agencies in 2013 (“Wet Weather Plan”).

T. ALCOSAN has reported that it cannot convey, store and treat all flows from its customer municipalities as envisioned in the Wet Weather Plan. Dormont Borough’s SSOs, and the SSO’s and CSOs downstream from Dormont Borough’s Sewer System, will continue until Dormont Borough, as well as other customer municipalities that contribute sewage to the ALCOSAN Interceptor System, reduce flows to within an allowable hydraulic capacity.

U. The Regulatory Agencies have been working with ALCOSAN to amend the 2008 Consent Decree to allow for the submittal of a revised Wet Weather Plan and for ALCOSAN to develop flow targets for all of its contributing municipalities that will allow ALCOSAN to comply with the CSO Control Policy and to eliminate all SSOs.

NOW, THEREFORE, after full and complete negotiation of all matters set forth in this COA and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the ACHD and AGREED to by Dormont Borough as follows:

1. **Authority.** This COA is authorized and issued pursuant to the Local Health Administration Law, Act 315 of August 24, 1051, P.L. 1304, as amended, 16 P.S. §12001, et seq.; and Articles XIV and XVI, ACHD Rules and Regulations. The failure of Dormont Borough to comply with any term or condition of this COA shall subject Dormont Borough to any penalty or remedy allowed by law.

2. **Findings.**

a. Dormont Borough agrees that the findings in Paragraphs A through U are true and correct and, in any matter or proceeding involving Dormont Borough and the ACHD, Dormont Borough shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this COA

Corrective Actions

3. Within eighteen (18) months of execution of this COA, Dormont Borough shall submit to the ACHD and ALCOSAN a Source Reduction Study (“Source Reduction Study”) that identifies projects, or a combination of projects, that would most effectively reduce flows within the Dormont Borough’s Sewer System, eliminate the Dormont Borough’s SSOs, and reduce flows downstream from Dormont Borough’s Sewer System and/or at its connection with the ALCOSAN Interceptor System. The Source Reduction Study shall include, but not be limited to:

- a. Identification of areas or sub-watersheds with high inflow and infiltration rates and the cause of the this excess flow (which can be determined by flow studies);
- b. The identification of streams conveyed into Dormont Borough’s Sewer System;
- c. The estimated flow reduction that can be achieved through stream removal;
- d. The identification of areas which would benefit from sewer relining or replacement based upon excess infiltration;

- e. The estimated flow reduction that can be achieved through sewer relining or replacement in areas with excess infiltration;
- f. The identification of those areas which would benefit from lateral inspection and repair;
- g. The estimated flow reduction that can be achieved through lateral inspection and repair;
- h. An assessment of the projects included in the previously submitted Feasibility Study of Dormont Borough that can be used for source reduction;
- i. An identification of priority source reduction projects that can be implemented to reduce sewage flows within Dormont Borough's Sewer System and the rationale for that priority;
- j. An evaluation of the anticipated flow reduction for any proposed projects; and
- k. The ability to modify the Source Reduction Study to incorporate flow targets once they are established by ALCOSAN.

4. As part of the Source Reduction Study, Dormont Borough may include an evaluation of green infrastructure projects that can be used for source reduction.

5. The Source Reduction Study shall also include at least one flow reduction demonstration project ("Demonstration Project") that shall be completed within 500 days of execution of this COA. The Demonstration Project shall include one of the following:

- a. Installation of a stormwater technology included in the PADEP Stormwater BMP Manual that will reduce flows to the SSS;
- b. Removal of a stream entering Dormont Borough's Sewer System;
- c. Enactment of appropriate ordinances requiring pressure testing of private sewer laterals to Dormont Borough's Sewer System, and the replacement of said private sewer laterals that fail testing, upon the sale or transfer of any property; or
- d. Completion of a sewer line replacement/lining project to eliminate excess inflow and infiltration from the sewer system in an area or sub-watershed.

6. Dormont Borough can apply the implementation of a project completed in the past two years that included one of the options in Paragraphs 5.a through 5.d, to comply with Paragraph 5, above. Alternatively, Dormont Borough can apply the past enactment of a Private Lateral Ordinance for private laterals to comply with Paragraph 5, provided that Dormont Borough diligently enforces such rules and regulations during the term of this COA.

7. Within 540 days of execution of this COA, Dormont Borough shall submit a report to the ACHD detailing the completion of the Demonstration Project and quantifying its effectiveness at reducing flows.

8. Dormont Borough shall continue implementation of its previously submitted Operations and Maintenance Program Plan.

9. Dormont Borough shall continue implementation of its previously submitted SSO Response Plan.

10. **Tap Control Plans.** For new connections to its Sewer System, Dormont Borough shall:

a. Self-regulate connections to portions of its sewer system tributary to the ALCOSAN Interceptor System so as not to exacerbate any existing hydraulic overload in the Dormont Borough's Sewer System and/or in any sewer system into which the Dormont Borough's Sewer System discharges or so as not to cause any public health nuisance. Self-regulation can continue as long as Dormont Borough is in compliance with this COA.

b. In areas with known basement backups of sewage contributed to by the Dormont Borough's sewer system, provide for interim protection against basement backups. Methods of protection shall include, but not be limited to, the installation of backflow preventers and pressurized laterals.

c. Notwithstanding any provision or term in this COA, submit to PADEP all necessary planning modules and revisions for any new connections pursuant to Chapter 71 of the PADEP's Rules and Regulations, 25 Pa. Code §§71.1 *et. seq.*

11. **Municipal Cooperation.**

a. Dormont Borough shall cooperate with ALCOSAN to effectuate a transfer of trunk sewers currently owned by Dormont Borough to ALCOSAN.

b. Upon the request of ALCOSAN, which shall be reasonable as to scope and time, Dormont Borough shall supply ALCOSAN with information concerning Dormont Borough's Sewer System that

ALCOSAN might need to calculate flow targets for Dormont Borough, or to design infrastructure to eliminate SSOs, or to comply with the CSO Control Policy.

- c. Dormont Borough shall cooperate to reduce SSS flows with other municipalities and sewer operating authorities located or operating within any sewershed within which the Sewer System of Dormont Borough is located.

12. **Progress Report.** Dormont Borough shall submit a progress report to the ACHD documenting its efforts to comply with its obligations under this COA (“Progress Report”). The Progress Report shall be submitted to the ACHD by the one year anniversary date of the COA. The Progress Report shall be sent to the address in Paragraph 18 below, and include, but not be limited to:

- a. A description of the actions that have been taken toward achieving compliance with this COA;
- b. A description of all activities scheduled for the remainder of the COA; and
- c. A description of any problems or delays encountered or anticipated regarding the performance of the activities required by this COA.

13. **Stipulated Penalties.**

a. In the event Dormont Borough fails to comply in a timely manner with any term or provision of this COA, Dormont Borough shall be in violation of this COA and, in addition to other applicable remedies, shall pay a civil penalty of \$100 per day per violation.

b. Stipulated civil penalties shall be payable on or before the fifteenth day of the succeeding month. The payment shall be made by municipal check or the like, made payable to the “Allegheny County Environmental Health Fund” and shall be sent to the address in Paragraph 18, below.

c. Any payment under this Paragraph shall neither waive Dormont Borough’s duty to meet its obligations under this COA nor preclude the ACHD from commencing an action to compel Dormont Borough’s compliance with the terms and conditions of this COA. The payment only resolves Dormont Borough’s liability for civil penalties arising from the violation of this COA for which payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

14. **Additional Remedies.**

a. In the event Dormont Borough fails to comply with any provision of this COA, the ACHD may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the ACHD, including an action to enforce this COA.

b. The remedies provided by this paragraph and Paragraph 13 (Stipulated Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the ACHD to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

15. **Reservation of Rights.** The ACHD reserves the right to require additional measures to achieve compliance with applicable law. Dormont Borough reserves the right to challenge any action which the ACHD may take to require those measures.

16. **Liability of Municipality.** Dormont Borough shall be liable for any violations of the COA, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Dormont Borough also shall be liable for any violation of this COA caused by, contributed to, or allowed by its successors and assigns, unless the ACHD terminates Dormont Borough's duties and obligations under this COA pursuant to Paragraph 17.c. below.

17. **Transfer.**

a. The duties and obligations under this COA shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in Dormont Borough's Sewer System or any part thereof unless agreed to by the ACHD as set forth in Paragraph 17.c. below.

b. If Dormont Borough intends to transfer any legal or equitable interest in Dormont Borough's Sewer System affected by this COA, Dormont Borough shall serve a copy of this COA upon the prospective transferee of the legal or equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the ACHD of such intent.

c. The ACHD, in its sole discretion, may agree to modify or terminate Dormont Borough's duties and obligations under this COA upon transfer of the Dormont Borough's Sewer System. Dormont Borough waives its rights that it may have to challenge the ACHD's decision in this regard.

18. **Correspondence with the ACHD.** All correspondence with the ACHD concerning this COA shall be addressed as follows:

Michael W. Scheer, Environmental Health Compliance Officer
Public Drinking Water & Waste Management Program
Consent Order Section
Allegheny County Health Department
3901 Penn Avenue, Building #5
Pittsburgh, PA 15224-1318

Email: mscheer@achd.net
Phone: 412-578-8388
Fax: 412-578-8053

19. **Correspondence with Dormont Borough.** All correspondence with Dormont Borough concerning this COA shall be addressed to:

Name:
Title:
Address:

Email:
Phone:

Dormont Borough shall notify the ACHD whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this COA, including its enforcement, may be made by mailing a copy by first-class mail to the above address.

20. **Force Majeure.**

a. In the event that Dormont Borough is prevented from complying in a timely manner with anytime limit imposed in this COA solely because of a strike, fire, flood, act of God, or other circumstances beyond Dormont Borough's control and which Dormont Borough, by the exercise of all reasonable diligence, is unable to prevent, then Dormont Borough may petition the ACHD for an extension of time. An increase in the cost of performing the obligations set forth in this COA shall not constitute circumstances beyond Dormont Borough's control. Dormont Borough's economic inability to comply with any of the obligations of this COA shall not be grounds for any extension of time.

b. Dormont Borough shall only be entitled to the benefits of this paragraph if it notifies ACHD within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Dormont Borough to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. Dormont Borough's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. ACHD will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Dormont Borough and other information available to ACHD. In any subsequent litigation, Dormont Borough shall have the burden of proving that the ACHD's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

21. **Severability**. The paragraphs of this COA shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

22. **Entire Agreement**. This COA shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

23. **Attorney Fees**. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this COA.

24. **Modifications**. No changes, additions, modifications, or amendments of this COA shall be effective unless they are set out in writing and signed by the parties hereto.

25. **Titles**. A title used at the beginning of any paragraph of this COA may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

26. **Decisions under COA**. Any decision which the ACHD makes under the provisions of this COA, including a notice that civil penalties or stipulated penalties are due under the COA, is not intended to trigger the appeal hearing provisions of Article XI of the ACHD Rules and Regulations. Any objection which Dormont Borough may have to the decision will be preserved until such time that ACHD enforces this Order.

27. **Termination of Obligations.** This COA shall terminate 24 months after its execution date.

28. **Resolution.** Attached hereto as Exhibit A is a resolution of Dormont Borough authorizing its signatories below to enter into this COA on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this COA to be executed by their duly authorized representatives. The undersigned representatives of Dormont Borough certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this COA on behalf of Dormont Borough; that Dormont Borough consents to the entry of this COA as a final ORDER of ACHD; and that Dormont Borough hereby knowingly waives its rights to appeal this COA and to challenge its content or validity, which rights may be available under ACHD's Article XIV, Section 1415; or any other provision of law. Signature by Dormont Borough's attorney certifies only that the agreement has been signed after consulting with counsel. A copy of the resolution adopted by the governing body of Dormont Borough authorizing the signatories below to enter into this COA on their behalf must be attached to this document by Dormont Borough.

FOR THE ALLEGHENY COUNTY HEALTH DEPARTMENT

(Signature)

J.E. Thompson
Deputy Director
Bureau of Environmental Health

Date:

(Signature)

Michael Parker
Assistant Solicitor
Allegheny County Health Department

Date:

FOR DORMONT BOROUGH

(Signature)

Name:

Title:

Date:

(Signature)

Name:

Solicitor Title:

Date:

EXHIBIT A
RESOLUTION

WE THE RESIDENTS OF THE 1500 BLOCK OF GREENMOUNT AVE WOULD LIKE TO PETITION THE BORO OF DORMONT TO REINSTATE RESIDENT PERMIT PARKING

1500
Block

ADDRESS: RESIDENT: SIGNATURE: PHONE#:

ADDRESS:	RESIDENT:	SIGNATURE:	PHONE#:
511 Greenmount	Bill Deeds	<i>[Signature]</i>	412-561-0183
523 Greenmount	Colleen Deen	<i>[Signature]</i>	412-563-5767
23 Greenmount Ave	Darlene Frank	<i>[Signature]</i>	412-561-8661
27 Greenmount	Joseph Howcroft	<i>[Signature]</i>	412-953-2641
24 Greenmount	KAREN Schraus	<i>[Signature]</i>	412-343-0949
26 Greenmount	Brittany Contreras	<i>[Signature]</i>	412 956 4557
507 Greenmount	Kevin Rigot	<i>[Signature]</i>	412-735-5321
1528 Greenmount	Mamkey Bill	<i>[Signature]</i>	412 306 0895
1516 Greenmount	Jeremy Deibert	<i>[Signature]</i>	412-362-4195
1512 Greenmount	Bruce Cummings	<i>[Signature]</i>	412-726-5949
1510 Greenmount	Eileen Chettle	<i>[Signature]</i>	412-341-0182
1508 Greenmount	JAMES MORA	<i>[Signature]</i>	412-531-5865
530 Greenmount	Michelle Fontana	<i>[Signature]</i>	412-343-5955
520 Greenmount	Michael Collette	<i>[Signature]</i>	412-606-4788
506 Greenmount	C. Melis	<i>[Signature]</i>	412-207-7860
507 Greenmount	D. Thiry+Thiry	<i>[Signature]</i>	412-344-2332
519 Greenmount	Kelly Kermies	<i>[Signature]</i>	412-363-4215
515 Greenmount	Todd Spivak	<i>[Signature]</i>	412 425 5587
515 Greenmount	Melissa Gibbons	<i>[Signature]</i>	" " "
41 PENASC RD	1531 GREENMOUNT AVE	<i>[Signature]</i>	412 523 2584