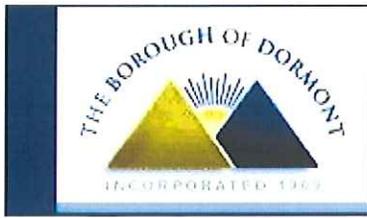


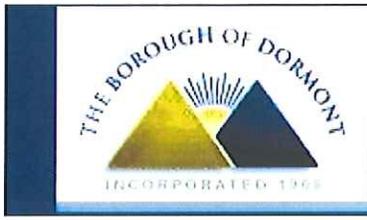
***REORGANIZATION MEETING
DORMONT BOROUGH COUNCIL
JANUARY 6, 2014 - 7:00 PM***

1. Swearing in of Mayor – District Judge Blaise Larotonda
2. Swearing in of Councilmembers – District Judge Blaise Larotonda
3. Call to Order – The Honorable Phil Ross, Mayor
4. Roll Call
5. Pledge of Allegiance
6. Nomination and Election of Council President – Mayor Ross presides
7. Nomination and Election of Council Vice-President – Council President presides
8. Appointment of Vacancy Board Chair – Leah Petrelli
9. Appointment to Cable Television Board – 1 Open Seat, 1 Open Alternate Seat
10. Appointment to Civil Service Commission – George Papuga III
11. Appointment to Planning Commission – Ben Gajewski
12. Appointment to Recreation Board – Kristen Pauchnik, 1 Open Seat
13. Appointment to SHACOG Rate Review Board – 1 Open Seat, 1 Open Alternate Seat
14. Appointment to Solid Waste Commission – 2 Open Seats
15. Appointment to Traffic and Parking Planning Commission – George Pitcher; Ed Massery
16. Appointment to UCC Board of Appeals – Pat Cooper; 1 Open Seat
17. Appointment to Zoning Hearing Board – Frank Stumpo, Chris McGee (Alternate)
18. Other Reorganization Business
19. Adjourn



**REGULAR BUSINESS MEETING
DORMONT BOROUGH COUNCIL
JANUARY 6, 2014**

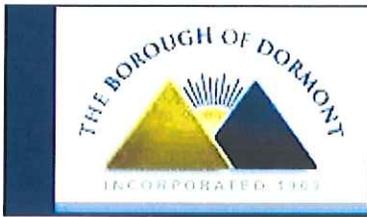
1. Executive Session 6:00PM
 - A. Legal Matter – Police Union Contract
 - B. Legal Matter – Zoning Issue
2. Call to Order - Following Reorganization Meeting
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
 - A. Jennifer Jannon – 3052 Windermere – DIG Dormont and Green Space in the Borough
 - B. Bill Miller – Bill’s Auto Service – Increase in Business Parking Permit Fees
6. Comments from the Public on Agenda Items – The Public is welcome to comment on each item at the time they are heard as well as under this Agenda item.
7. Comments from the Mayor
8. Council Committee Reports
9. Council President’s Report
10. Consent Agenda
 - A. Motion to accept the written report of the Borough Solicitor.
 - B. Motion to accept the written reports of Borough Officials.
 - C. Motion to approve the Minutes of the December 2, 2013 Council Business Meeting.
 - D. Motion to approve the Warrant List for December, 2013.
 - E. Motion to approve Payment Application No. 1 for Pampena Landscape and Construction, Inc. through SHACOG in the amount of \$29,475 for the 39th Year CDBG Project at Pop Murray Field.
 - F. Motion to approve Payment Application #3 and Final for Falcone Brothers Construction in the amount of \$4,175 for brick work on the Borough Hall entrance.
 - G. Motion to approve Payment of \$6,338.22 for a John Deere Commercial Ztrak for the Parks Department as approved in the Fiscal Year 2014 Budget.
 - H. Motion to approve Payment of \$14,109.01 for a John Deere Compact Utility Tractor for the Parks Department as approved in the Fiscal Year 2014 Budget.



- I. Motion to approve Payment of \$72,048 to Woltz & Wind Ford, Inc. for a Ford F550 Dump Truck for the Streets Department as approved in the Fiscal Year 2014 Budget.
- J. Motion to approve the resignation of Kevin Hensler from the Recreation Board.
- K. Motion to approve the Dormont Volunteer Fire Department Officers for 2014.
- L. Motion to reaffirm the Right to Know Officer for the Borough of Dormont as Ms. Vickie McGurk.

11. Action Items

- A. **Police Union Contract Extension** – Motion to approve a two year contract extension with the Police Union effective January 1, 2014 – Finance and Legal Committee – Onnie Costanzo, Chairperson
- B. **Resolution No. 02-2014 – Fee Schedule Amendments** – Motion to approve Resolution No. 02-2014 amending the fee schedule by adding in an Alcohol Usage Permit fee and by amending the weekend rental rates at the Thomas Lloyd Recreation Center – Finance and Legal Committee – Onnie Costanzo, Chairperson
- C. **Resolution No. 03-2014 – Exterior Lighting Approval** – Motion to approve Resolution No. 03-2014 permitting the owner of 3265 West Liberty Avenue to place lighting on their façade that overhangs the sidewalk – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- D. **Resolution No. 04-2014 – Renaming Recreation Center** – Motion to approve Resolution No. 04-2014 renaming the Recreation Center as the Thomas Lloyd Recreation Center – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
- E. **Award of Janitorial Services for Borough Facilities** – Motion to authorize the Borough Manager to enter into a contract with Antigone for janitorial services for Borough Facilities as outlined in the staff report – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
- F. **Award of Recodification Services** – Motion to authorize the Borough Manager to enter into a contract with General Code for recodification services as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- G. **Approval of Pending Ordinance on New Pawn Shops while Zoning Code is Being Re-Written** – Motion to authorize the Borough Manager to advertise zoning ordinance amendments regulating the location and activities related to pawn shops as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- H. **Approval to Purchase Post Driver** – Motion to authorize the Borough Manager to purchase a propane powered post driver from Tippmann Industrial Products at a cost of \$2, 205 – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
- I. **Resolution No. 01-2014 – Solar Power RFP for Thomas Lloyd Recreation Center** – Motion to approve Resolution No. 01-2014 directing the Borough Manager to develop and issue a Request for Proposals for adding solar power generation at the Thomas Lloyd Recreation Center.



12. Discussion Items

- A. **Update on West Liberty Avenue Redevelopment** – Borough Manager
- B. **Update on Comprehensive Plan** – Borough Manager
- C. **Discussion of Commercial Truck Parking** – Borough Manager

13. Comments from the Public on Non-Agenda Items

14. Announcements

15. Adjournment

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY ALARM SUMMARY

MONTH YEAR	TOTAL ALARMS	TOTAL DRILLS	TOTAL DAMAGES
<u>November 2013</u>			
11/01/13	2718 Miles Ave.	Structure Fire	\$1,500.00
11/01/13	2899 W. Liberty Ave.	False Alarm	None
11/04/13	2816 Espy Ave.	Gas Odor	None
11/05/13	2445 Old Greentree Rd.	Burnt Food (Mutual Aid)	None
11/05/13	1500 Washington Rd.	Smoke Investigation (Mutual Aid)	None
11/06/13	3269 West Liberty Ave.	Motor Vehicle Accident	None
11/07/13	2928 W. Liberty Ave.	Burnt Food	None
11/08/13	1170 Arrowood Dr.	Structure Fire (Mutual Aid)	None
11/12/13	2935 W. Liberty Ave.	Motor Vehicle Accident	None
11/12/13	1638 McFarland Rd	Residential Lockout	None
11/12/13	2900 W. Liberty Ave.	Debris Cleanup	None
11/12/13	1401 Mervin Ave.	Gas Odor	None
11/12/13	1070 Chatham Dr.	Smoke Smell(Mutual Aid)	None
11/12/13	1133 Mississippi Ave.	Structure Fire	\$60,000.00
11/13/13	1600 Cochran Rd.	Smoke Investigation (Mutual Aid)	None
11/13/13	1426 Hillsdale Ave.	Gas Odor	None
11/14/13	1440 MohicanDr.	Structure Fire (Mutual Aid)	None
11/14/13	1455 Hillsdale Ave.	Dept. Drill	None
11/15/13	1121 Hillsdale Ave.	Water Condition	None
11/17/13	1217 Peermont Ave	Wire Down	None
11/22/13	1521 Park Blvd.	Medical Assist	None
11/23/13	2728 Miles Ave.	Burnt Food	None
11/23/13	3110 Pioneer Ave.	Gas Line Broke	None
11/24/13	1964 Greentree Rd.	Poss. Structure Fire(Mutual Aid)	None
11/24/13	1500 Washington Rd.	Burning Smell(Mutual Aid)	None
11/25/13	3200 W.Liberty Ave.	False Alarm	None
11/25/13	2625 Broadway Ave.	Water Condition	None
11/26/13	1500 Hillsdale Ave.	Vehicle Accident	None
11/27/13	Scott @ Eastmont	Vehicle Accident	None
11/28/13	1224 Illinois Ave.	Gas Leak	None
11/30/13	2900 W. Liberty Ave.	Vehicle Accident	None
11/30/13	409 Orchard Spring Rd.	Rit Team Call	None
11/30/13	531 Sandrea Drive	Structure Fire(Mutual Aid)	None

DORMONT VOLUNTEER FIRE DEPARTMENT

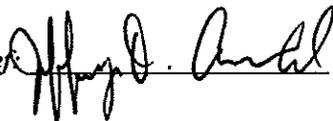
MONTHLY SUMMARY REPORT

November 2013

<i>Total Alarms</i>	<i>33</i>
<hr/>	
<i>Drills.</i>	<i>1</i>
<hr/>	
<i>False Alarms.</i>	<i>2</i>
<hr/>	
<i>Alarms in Houses.</i>	<i>13</i>
<i>Alarms in Buildings.</i>	<i>7</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>9</i>
<hr/>	
<i>Alarms Involving Automobiles and Trucks.</i>	<i>6</i>
<hr/>	
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>0</i>
<i>Day Alarms 06:00 AM. To 06:00 PM.</i>	<i>22</i>
<hr/>	
<i>Night Alarms 06:00 PM. To 06:00 AM.</i>	<i>11</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>155</i>
<hr/>	
<i>Total Number of Volunteers at Drills</i>	<i>15</i>
<hr/>	
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>53</i>
<hr/>	
<i>Total Number of Apparatus Operators at Drills</i>	<i>4</i>
<hr/>	
<i>Estimated Value of Property Involved in Fires</i>	<i>\$61,500.00</i>
<hr/>	
<i>Estimated Property Lost Due to Fire</i>	<i>\$61,500.00</i>
<hr/>	
<i>Single Largest Fire Loss.</i>	<i>\$60,000.00</i>
<hr/>	
<i>Monthly Stipend</i>	<i>\$ 1,661.00</i>
<hr/>	

**FIRE DEPARTMENT MEMBERS OR RESIDENTS INJURED OR TREATED AT ALARMS
MUTUAL AID GIVEN OR RECEIVED**

- 13-0000283 Dormont Fire Assist Glendale Fire*
- 13-0000284 Dormont Fire Assist Mt. Lebanon Fire*
- 13-0000287 Dormont Fire Assist Mt. Lebanon Fire*
- 13-0000292 Dormont Fire Assist Glendale Fire*
- 13-0000294 Dormont Fire Assist Glendale Fire*
- 13-0000296 Dormont Fire Assist Mt. Lebanon Fire*
- 13-0000302 Dormont Fire Assist Glendale Fire*
- 13-0000303 Dormont Fire Assist Mt. Lebanon Fire*
- 13-0000311 Dormont Fire Assist Mt. Lebanon Fire*

Dormont Fire Chief 

Date: November 2013

Juris No. 02422
 NCIC Code PA0020800

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

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
1. HOMICIDE A. MURDER B. MANSLAUGHTER					
2. RAPE TOTAL					
A. RAPE B. ATTEMPTED RAPE					
3. ROBBERY TOTAL					
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. STRONG ARM (HANDS, ETC)					
4. ASSAULT TOTAL	2		2	4	
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. AGGRAVATED (HANDS, ETC) E. SIMPLE (HANDS, ETC)	1 1		1 1	1 2 1	
5. BURGLARY TOTAL	3		3		
A. FORCIBLE ENTRY B. UNLAWFUL ENTRY C. ATTEMPTED FORCIBLE	1 2		1 2		
6. LARCENY THEFT TOTAL	7		7		
7. MOTOR VEHICLE THEFT TOTAL					
A. AUTOS B. TRUCKS AND BUSES C. OTHER VEHICLES					
9. ARSON TOTAL					
TOTAL PART I OFFENSES	12		12	4	

* EXCEPTIONAL CLEARANCES INCLUDED

@ INCLUDES OFFENSE(S) REPORTED IN PREVIOUS MONTHS

NUMBER OF POLICE OFFICERS KILLED		ASSAULTED
FELON	NEGLIG	

DORMONT BOROUGH POLICE DEPARTMENT

(412)561-8900

Department Reporting

ALLEGHENY, PA 15216

County

Report for the month of November, 2013

Date of Report: December 1, 2013

Prepared by _____

Juris No. 02422
 NCIC Code PA0020800

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

1 CLASSIFICATION OF OFFENSES PART II OFFENSES		2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
100. FORGERY & COUNTERFEIT.						
110. FRAUD		1		1		
120. EMBEZZLEMENT						
130. STOLEN PROP-REC,POSSES						
140. VANDALISM		4		4		
150. WEAPONS-CARRYING, POSSES						
160. PROSTITUTION, COMM VICE						
170. SEX OFFENSES (EX 02,160)						
180. DRUG ABUSE VIOL TOTAL		5		5	5	
SALE	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER					
POSSESSION	A. OPIUM-COCAINE	2		2	2	
	B. MARIJUANA	1		1	1	
	C. SYNTHETIC					
	D. OTHER	2		2	2	
190. GAMBLING TOTAL						
A. BOOK MAKING B. NUMBERS, ETC. C. OTHER						
200.OFF AGAINST FAMILY & CHILD.						
210. DRIVING UNDER INFLUENCE		1		1	1	
220. LIQUOR LAWS		2		2	2	
230. DRUNKENNESS		11		11	10	
240. DISORDERLY CONDUCT		1		1	1	
250. VAGRANCY						
260. ALL OTHER OFFENSES		1		1	1	
TOTAL PART II OFFENSES TOTAL		26		26	20	

Calls for Service - by UCR Code

Incidents Reported Between 11/01/2013 and 11/30/2013

DORMONT BOROUGH



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0410	AGGRAVATED ASSAULT- FIREARM	1			
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	1			
0512	BURGLARY-FORCED ENTRY-RESIDENCE-DAY	1			
0520	BURGLARY-NON FORCED ENTRY	1			
0522	UNLAWFUL ENTRY-NO FORCE-RESIDENCE-DAY	1			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	1			
0624	THEFT-\$50 TO \$200-FROM AUTO (EXCPT 0625)	2			
0633	THEFT-UNDER \$50-RETAIL THEFT	1			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	1			
0690	THEFT - REPORTS	2			
0712	M.V. THEFT - STREET - RESIDENTIAL AREA	1			
0800	ASSAULTS - OTHER ASSAULTS (SIMPLE)	1	1		
1150	FRAUD - CREDIT CARDS	1			
1430	CRIMINAL MISCHIEF - PUBLIC BUILDINGS	1			
1440	CRIMINAL MISCHIEF - ALL OTHER	2			
1490	CRIMINAL MISCHIEF - REPORTS	1			
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	2			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	1			
1891	DRUG EQUIPMENT VIOLATIONS	2	1	1	
2121	DRIVE UNDER INFLUENCE - DRUGS	1			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	2	1		
2300	PUBLIC DRUNKENNESS	10	2		
2390	DRUNKENNESS - REPORTS	1			
2400	DISORDERLY CONDUCT	1	3	1	2
2600	ALL OTHER CRIMES CODE VIOLATIONS	1	1	1	
2710	TRAFFIC OFFENSES (COURT CASES NOT DUI)	1			
2900	LOST/MISSING PERSONS	1			
3100	ALARMS - BUSINESS/RESIDENCE	5			
3101	ALARMS - VEHICLE	2			
3110	ANIMAL - BARKING DOGS	3			
3112	ANIMAL - OTHER (STRAYS, REFER TO A.C ETC	1			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	26			
3140	DISTURBANCE - BAR/RESTAURANT	3			
3141	DISTURBANCE - HOUSEHOLD	20			
3142	DISTURBANCE - PUBLIC AREA	5			
3143	DISTURBANCE - NOISE	4			
3145	DISTURBANCE - PFA/CUSTODY DISPUTE	4			
3147	DISTURBANCE - ALL OTHER	7			
3150	DRUNKENNESS - NO ARREST/NON CRIMINAL	2			
3151	HARASSMENT - REPORT ONLY	1			
3152	HARASSMENT BY COMM. - REPORT ONLY	1			
3160	HAZARD - TRAFFIC	5			
3161	HAZARD - ALL OTHER	2			
3173	LOCK-UP / GREENTREE POLICE PRISONER	1			
3180	MENTAL COMPLAINT - REPORT ONLY	1			
3181	MENTAL COMPLAINT - 302/TRANSPORT	1			
3190	ORDINANCE VIO. (IF CITED, SEE 2800'S)	1			
3200	PROPERTY - LOST,FOUND,RECOVERED	6			

Calls for Service - by UCR Code

Incidents Reported Between 11/01/2013 and 11/30/2013

DORMONT BOROUGH

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3201	PROPERTY - DAMAGE / NON-CRIMINAL	2			
3211	SERVICE - ASSIST OTHER AGENCY/P.D.	6			
3212	SERVICE - ESCORT/BANK RUN	7			
3213	SERVICE - LOCK OUT /HOME OR VEHICLE	7			
3217	SERVICE - ALL OTHER	1			
3219	SERVICE - BAR CHECK	1			
3240	SUSPICIOUS CIRC. - OPEN DOOR/WINDOW	1			
3241	SUSPICIOUS CIRC. - PERSON(S)	13			
3242	SUSPICIOUS CIRC. - VEHICLE(S)	3			
3243	SUSPICIOUS CIRC. - ALL OTHER	11			
3244	SUSPICIOUS CIRC. - 9-1-1 HANG-UP CALL	2			
3252	TRAFFIC ACCIDENT - NON/REPORTABLE	13			
3253	TRAFFIC ACCIDENT - LEAVING THE SCENE	7			
3254	TRAFFIC ACCIDENT - PROPERTY DAMAGE	2			
3255	TRAFFIC ACCIDENT - ALL OTHER	1			
3261	TRAFFIC - FIRE SCENE ASSIST	5			
3262	TRAFFIC - IMPOUNDMENT/WHEEL LOCK	13	1		
3263	TRAFFIC - PARKING	28			
3264	TRAFFIC - PERMIT PARKING	1			
3266	TRAFFIC - ALL OTHER	1			
3272	PFA SERVICE - INSIDE AGENCY	3			
3273	PFA SERVICE - OUTSIDE AGENCY	1			
6004	TRAFFIC ACCIDENT INVOLVING DAMAGE	1			
6006	TRAFFIC ACCIDENT INVOLVING INJURY	2			
CITT	TRAFFIC CITATION	8			
Total Calls		283			

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

MEMORANDUM OF LAW

TO: DORMONT BOROUGH COUNCIL, MAYOR AND MANAGER
FROM: DODARO, MATTA & CAMBEST
RE: SOLICITOR'S REPORT
DATE: NOVEMBER 27, 2013

-
1. BLIGHTED PROPERTIES -Petitions for Appointment of Conservator were filed with the Court of Common Pleas on two properties (1447 Dormont Avenue and 2708 Broadway). The Court entered order directing the owners to file an answer in 30 days or the Petition will be granted. The Owners did not file an answer. The Court, therefore, will schedule a hearing and appoint the Conservator. The Court held a hearing on November 13, 2013 and granted the Petitions. The Conservator now may begin the rehabilitation process. A report must be filed with the Court on January 14, 2014.
 2. ROSS LITIGATION - The case has been withdrawn..
 3. ROBERT BARSON V. DORMONT -Mr. Barson's Claim was dismissed. The District Justice, however, reduced Mr. Barson's bill to \$1, 280.00 from \$1,728.95. We are waiting to see if Mr. Barson appeals this ruling. We suspect he will appeal this ruling. At that time we can again claim the entire amount.
 4. SUPERIOR PETROLEUM SIGN- We tentatively reached a settlement of this zoning hearing dispute regarding the size of the gas station sign and the electronic price portion of the sign. Superior, however, has not finalized this agreement. The project appears to be on hold at the moment.
 5. CONTRACT REVIEW OF EXPENSE REDUCTION- A contract review was performed regarding a contract proposal from Expense Reduction Analysts. The contract is on the agenda.

Parks Department

Monthly Report for November 2013

Maintain Recreation Center (Daily)

Empty trash throughout the Parks (as needed)

Clean and Inspect playground and swing sets in the Parks

Clean (Recreation Center) after weekend rentals

Equipment Maintenance

Building Maintenance & Repairs

Clean Bathrooms in (Park) as needed

Maintenance of filter room

Clean Pool Building

Turn off water throughout the parks

Winterize Beggs Snyder Park waterlines

Winterize Main Park waterlines

Clean and recoat Rec Center floor

Maintain HVAC units at (Borough Building)

Set up Christmas lights (Pool Area)

Stack Salt for winter weather



BOROUGH OF DORMONT

MEMORANDUM

TO: Jeff Naftal
Borough Manager

THRU:

FROM: Patrick Kelly
Building Inspector / Code Enforcement Officer

DATE: December 2, 2013

SUBJECT: MONTHLY REPORT FOR NOVEMBER 2013

CODE ENFORCEMENT

The following is a summary of our activities for November 2013. During the month of November the Borough received twenty (20) complaints relating to code enforcement and borough ordinances. Of these:

- 1 was for animals/rodent & pest
- 2 were for tree problems
- 2 were for accumulation of rubbish
- 2 were for exterior surfaces
- 1 was for a garage inspection
- 1 was for high grass & weeds
- 1 was for an illegal parking pad
- 1 was for zoning-illegal use
- 2 were for a sewer problem
- 1 was for stairways, decks and porches
- 2 were for storage containers
- 1 was for steps and handrails
- 1 was for stormwater
- 2 were for unsafe structure

Of the above mentioned cases:
Twenty (20) are active
Zero (0) are resolved

YEAR TO DATE FOR COMPLAINTS
527 COMPLAINTS

Permit Activities

The following is a summary of the permit activities for the Borough for November 2013. The Borough issued seventy-eight (78) licenses / permits relating to building / zoning for November 2013:

Of these:

- 14 were for building permits
- 16 were for deed transfer
- 13 were for dye checks
- 4 were for occupancy permits
- 13 were for PA1 calls
- 3 were for roof permits
- 10 were sidewalk opening permits
- 4 were for sign permits
- 1 was for zoning

The total estimated cost of permit related work was \$126,246.23. Per that amount the Borough collected \$3,332.00 in permit fees.

Year to date on permits.

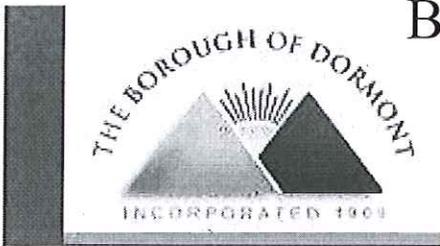
TOTAL NUMBER OF PERMITS: 775

TOTAL ESTIMATED VALUE: \$7,388,706.93

TOTAL PERMIT FEE: \$89,715.87

**Work Orders Opened by Department
Monthly Report for November 2013**

Dept:	Task:	Type:	# Requests
CODES			
	Sewer Problem	Citizen Req	1
	Exterior Surfaces	Citizen Req	1
	Exterior Surfaces	COMPLAINT	1
	Garage Inspection	Citizen Req	1
	High Grass and Weeds	Citizen Req	1
	Animals/Rodents&Pest	COMPLAINT	1
	STAIRWAYS, DECKS, PORC	Citizen Req	1
	Storage Containers	Citizen Req	2
	Zoning - Illegal Use	COMPLAINT	1
	Sewer Problem	COMPLAINT	1
	Steps and Handrails	Citizen Req	1
	Stormwater	COMPLAINT	1
	Tree Problems	Citizen Req	2
	Unsafe Structure	Citizen Req	2
	Vehicle Illegally Parked	Citizen Req	1
	Accumulation of Rubbish	Citizen Req	2
	Monthly total		20



BOROUGH OF DORMONT

1444 HILLSDALE AVENUE, SUITE 10

PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
JEFF NAFTAL

MAYOR
THOMAS R. LLOYD

SOLICITOR
DODARO MATTA & CAMBEST

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

Monthly Director's Report, November 2013 **Recreation Director, Kristin Hulihan**

Borough Programs and Events

After School Program

- Only two to three students daily
- Pick up students from school
- Attendance down due to new KO Extended Care Program (last year extended care program was run by Mt. Lebanon)
- One counselor remaining
- Created and sent survey through Dormont Elementary email blast
- Based on the results (only one returned survey), I'm recommended that the program not continue in 2014

Recreation Board Programs and Events

December 7 Holiday Events

- Saturday December 7 will be the Firemen's Parade, movies at the Hollywood Theatre, Cookies with Santa, and Light Up Dormont
- We are receiving free Mini Smiley Cookies from Eat N'Park
- We will accept a toy for Toy's for Tots in place of money for a photo with Santa (We may also have a Marine present from Toy's for Tots)
- Ordered crafts from Oriental Trading
- Helped Abbey create flyer for these events, printed and distributed to Dormont Elementary for envelopes

Winter Contests

- Snowman Building Contest - November 1 through March 1 - photograph entries must be submitted by March 1 - Winners announced by March 7
- Holiday Decoration Contest - one Business winner, three Residential winners ("Over the Top", "Best Holiday Movie/TV Theme", "A Touch of Class") - entries must be submitted by December 16, Judging on December 17
- Created letter to businesses requesting donations for the prizes
- Helped Abbey create flyer for these events, printed and distributed to Dormont Elementary for envelopes

2014 Event Calendar

- Open Gym at Municipal Gymnasium - Every Friday January 3-March 28, 7:00 p.m. - 8:30 p.m. - for kids in Kindergarten through Grade 5 (parents must stay)
- Easter Egg Hunt: Saturday, April 5, 10 a.m.-Noon. Rain date: Saturday, April 12.
- Battle of the Bands - Hollywood Theatre, Saturday May 17
- Movies in the Park - June 13, July 11, August 8 - Movies TBA

- Halloween Pet Parade – Saturday October 25
- Halloween Haunted House at the Recreation Center – October 30, 31, and November 1
- Parade, Cookies with Santa, and Light Up Dormont – Saturday December 6

Grants

Connect & GTECH Sunflower Garden

- There is approximately \$1,500 remaining from the \$10,000 grant
- Met with Megan Zeigler to look at possible locations to invest remainder of grant funding:
 - Between Broadway and T-tracks from Potomac Avenue to Wenzel Avenue
 - At intersection of Wenzel and Broadway Avenues
- Took photos of triangle at intersection of Dell and Dormont Avenues and sent to Megan as additional possibility

Other

Janitorial Services

- Prepared preliminary RFP and bid specs for Janitorial Services

Meetings

- Dormont Recreation Board – Regular meeting
- Megan Zeigler – GTECH – Sunflower Garden



MEMORANDUM

Date: December 23, 2013

To: Jeff Naftal, Borough Manager

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

Subject: Engineer's Report – December 2013

1. **COUNCIL ACTION REQUESTED**

- a. **Masonry Repairs To Municipal Building (\$15,475.00)**
Contractor: Falcone Brothers Construction
Recommend approval of Payment No. 3, Final Payment, in the amount of \$4,175.00 to Falcone Brothers Construction.

2. **ENGINEERING IN PROGRESS**

- a. **O&M Preventive Maintenance Contract - 2014**
I am in the process of compiling a list of sanitary sewers for CCTV and cleaning in 2014.
- b. **Sewer Repair Contract - 2014**
Based upon the results of the 2013 O&M CCTV contract, a listing of sewer repairs for 2014 will be generated for bidding.
- c. **Manhole Inspection Contract - 2014**
A list of manholes for inspection in 2014 will be generated for bidding.
- d. **Road Reconstruction/Resurfacing Project - 2014**
Based upon direction from council, plans and specifications for the 2014 Road Reconstruction/Resurfacing project will be generated for bidding in January/February.

3. **CONSTRUCTION IN PROGRESS**

- a. **Masonry Repairs To Municipal Building (\$15,475.00)**
Contractor: Falcone Brothers Construction
The portion of the overall project contracted to Falcone Brothers has been completed. What remains is the installation of the concrete slab and handrails. The timing of the concrete is to be determined as the work is weather dependent.
- b. **Masonry Repairs To Gymnasium (\$17,000.00)**
Contractor: Falcone Brothers Construction
The timing of the start of construction is to be determined. Contractor has mobilized his scaffolding to the work site.
- c. **Reconstruction of Mervin Avenue & Resurfacing of Various Streets Project (\$538,324.87)**
Contractor: Niando Construction, Inc.
Project is complete, except for minor punch list items. We are working with the Contractor to close out the project in 2013.
- d. **Pop Murray Field ADA Access (\$75,225.00)**
Contractor: Pampena Landscape & Construction, Inc.
Wall demolition was finished on Thursday, November 14, 2013. Construction of the retaining wall is underway. As of this date, the wall is approximately 50% complete. Project is weather dependent and ongoing. Contractor intends to take advantage of all fair weather days.
- e. **Pool Parking Lot Collapse**
Project is complete except for final paving. Final asphalt restoration will be included in the 2014 capital road construction project.



BOROUGH OF DORMONT

EXECUTIVE SESSION 6:00 PM

**REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL
HELD ON MONDAY, DECEMBER 2, 2013 7:00PM
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

McCartney stated that there was an Executive Session to discuss the Police Union Contract, employee salaries and the Transportation Oriented Development.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following members of Council responded to roll call:

John Maggio, Eugene Barilla, Jeff Fabus, Onnie Costanzo, Joan Hodson, Val Martino, Bill McCartney

Also present: Jeffrey Naftal, Manager
John Rushford, Borough Solicitor
Chief Mike Bisignani
Mayor Tom Lloyd
Erica Bosh, Jr. Council Member

REGISTERED COMMENTS FROM THE PUBLIC

Representative Dan Deasy and Representative Miller, from Mt. Lebanon, from the Pennsylvania State Legislature; with the redistricting both representative attended. RE: Presentation of a Citation to Mayor Lloyd for his years of service.

Motion by Martino, second by Hodson to approve a Proclamation for this Council:

WHEREAS, Mayor Thomas Lloyd has served the Borough as a Councilmember for 18 years, six of which were as Council President; and,

WHEREAS, Mayor Thomas Lloyd has served as Mayor for the last 20 years; and,

WHEREAS, Mayor Thomas Lloyd has served the community's youth through his involvement with the Dormont Athletic Boosters Association and other youth sports activities; and,

WHEREAS, Mayor Thomas Lloyd has served the Borough as a representative on many professional associations over the course of his time on Council and as Mayor; and,

WHEREAS, Mayor Thomas Lloyd is retiring as Mayor at the end of 2013;

NOW THEREFORE, The Borough Council designates December 2, 2013 as Mayor Thomas Lloyd Day in the Borough of Dormont; and,

BE IT RESOLVED, that the Recreation Center will be named the Thomas Lloyd Recreation Center in his honor this 2nd day of December, 2013 and that an ordinance to this effect will be presented for Council approval at their January 6, 2014 Meeting.

Motion carried 7-0.

COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

None

COMMENTS FROM THE MAYOR

During the Month of November the Police Department had 283 Calls for service. Mayor Lloyd thanked Representatives Deasy and Miller; he also expressed his appreciation and honor for the proclamation. Mayor Lloyd gave his goodbye speech.

COUNCIL COMMITTEE REPORTS

Community Affairs/Recreation: Fabus informed that this Saturday the DVFD Parade will start at 10:00 AM, afterwards the Hollywood Theater will be showing *The Polar Express* at no charge. Cookies with Santa is from 3:00 PM – 5:30 PM and Light Up of the Thomas Lloyd Recreation Center will start at 6:00 PM. Fabus stated that the Recreation Board is meeting tomorrow and getting closer to bringing back the Dormont Dash; more information will be out as it comes forth. This Thursday at Dormont Elementary School the kids will be putting on the Nutcracker at 9:00 AM and 7:00 PM.

Finance and Legal: Nothing at this time.

Property, Supplies and Planning: Martino informed that at their last committee meeting they discussed the painting of the salt building and are still trying to get more information. Because the salt is leaking through the brick it will be difficult to paint. The committee also discussed solar panels for the Recreation building, the roof is in dire need of repair.

Public Safety/Service: Nothing at this time.

COUNCIL PRESIDENT REPORT

McCartney stated that the Pop Murray Field wall is now under construction and they started laying the brick today. He also spoke about the Borough's Code Enforcement Conservatorship Program. McCartney stated that we will be working to have McNeilly Road re-paved in concert with the City of Pittsburgh and that the Borough has had communication with Councilperson Rudiak from her district in Beechview about McNeilly. Finally, McCartney spoke about the West Liberty Redevelopment Phase 3, Transportation Oriented Development Project, which is underway. The County says that our total real estate assessment is worth about \$388,000,000.00 and this development will increase the value of the Borough by 10%.

CONSENT AGENDA

Motion by Costanzo, second by Hodson to accept Consent Agenda Items A, B, C, D, E, F, G, H, I (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 November 4, 2013 Council Business Meeting, D. Motion to approve the Warrant List for November, 2013, E. Motion to approve payment of no more than \$2,200.00 to Duane Morris Government Strategies LLC for grant writing for a Federal grant to replace the Volunteer Fire Department ladder truck, F. Motion to approve the appointment of Mr. Peter Barna to the Recreation Board, G. Motion to approve payment #3 for Niando Construction, Inc. for \$310,132.76 for the 2013 Road Construction project, H. Motion to approve Payment #4 and Final for Niando Construction, Inc. for \$50,819.89 for the 2013 Road Construction project, I. Motion to approve payment of \$1,500.00 to Northern Tool and Equipment for an air compressor for the Dormont Volunteer Fire Department). Motion carried 7-0.

ACTION ITEMS

Council President opened PUBLIC HEARING.

McCartney asked if there was anyone who would like to speak about Action Item A. Motion to adopt the Fiscal Year 2014 Budget as developed by Council and presented in the staff report.

Greg Langel, 1500 Hillsdale Avenue RE: Question about revenues under General Fund for the expected \$350,000.00 permit revenue from the Transportation Oriented Development project and what will happen to the budget if that amount isn't met.

Naftal stated that the hope would be that we move this project along and get the lease agreement done and then move the project through the development process as fast as we can, so that we can make the development permitting happen before the end of the year. Should it not happen before the end of the year then we will have to see where our other revenues are and see what we need to do.

Greg Langel asked if Council was comfortable with that strategy and have they had any conversations about it.

McCartney stated that Council discussed it at the 3rd Budget Workshop and he believes that everyone was aware of the risk and are willing to take that risk because we think it's fairly low. Also, there are the backup funds that Naftal alluded to, in case we have to use them.

Council President closed PUBLIC HEARING.

Motion by Costanzo, second by Martino to adopt the Fiscal Year 2014 Budget as developed by Council and presented in the staff report. Motion carried 6-1; Maggio, No.

Council President opened PUBLIC HEARING.

McCartney asked if there was anyone who would like to speak about Action Item B. Motion to adopt Ordinance No. 1601 which levies an Ad Valorum Tax for 2014 and sets the 2014 Millage Rate at 8.97 mills.

Bob Hutchison, 1332 Illinois Avenue RE: Asked what Ad Valorum Tax means.

John Rushford informed that Ad Valorum is a Latin phrase relating to the value of the property that you own and that the mills are applied to the value of your property.

Council President closed PUBLIC HEARING.

Motion by Costanzo, second by Maggio to adopt Ordinance No. 1601 which levies an Ad Valorum Tax for 2014 and sets the 2014 Millage Rate at 8.97 mills. Motion carried 7-0.

The mayor stated that a post card was sent out asking for residents to contact their local representative to vote for Senate Bill 76, regarding school property taxes.

Council President opened PUBLIC HEARING.

McCartney asked if there was anyone who would like to speak about Action Item C. Motion to approve Ordinance No. 1600 which would provide a spousal benefit for a normal retiree in the Non-Uniform Pension Plan.

There were no comments.

Council President closed PUBLIC HEARING.

Motion by Costanzo, second by Hodson to approve Ordinance No. 1600 which would provide a spousal benefit for a normal retiree in the Non-Uniform Pension Plan. Motion carried 7-0.

Motion by Costanzo, second by Hodson to enter into an exclusive negotiation period of one year with Fore Property Group to generate the material terms and conditions of a lease agreement to create a Transportation Oriented Development in conjunction with the Port

Authority and Allegheny County at the Dormont Junction site. Motion carried 6-1; Maggio, No.

Motion by Costanzo, second by Hodson to approve Resolution No. 07-2013 setting the various fees for the Borough for Fiscal Year 2014. Motion carried 6-1; Maggio, No.

Motion by Martino, second by Hodson to authorize the Borough Manager to purchase a new A/C unit for Borough Hall at a cost of \$5,994.00 from Caruso Heating & Air Conditioning, Inc. as outlined in the staff report. Motion carried 7-0.

Motion by Costanzo, second by Hodson to authorize the Borough Manager to enter into an agreement with Expense Reduction Analysts to evaluate various purchases of the Borough at no charge to the Borough. Motion carried 7-0.

Motion by Hodson, second by Martino to authorize the Borough Manager to sign the revised 2014 Minimum Municipal Obligations for the Police Pension Plans. Motion carried 7-0.

Motion by Martino, second by Maggio to authorize the Borough Manager to purchase 12 waste receptacles for West Liberty Avenue from Upbeat Site Furnishings for a cost of \$11,074.95. Motion carried 7-0.

DISCUSSION ITEMS

Update on West Liberty Avenue Redevelopment: Naftal informed that the lots the Borough owns on West Liberty, between Park and Biltmore are currently leased by Cochran and used by Cochran for their Nissan Dealership to keep their business open during construction. Cochran is optimistic that by the end of February they will be done with enough on their site that they can move those cars off of that site. The Borough is now starting to plan on what we're going to do with those lots until the TOD gets built, once the construction starts on the TOD we will need to clear those lots out. For that interim period we are planning on making angled parking in that lot and entry on West Liberty, exit on Park Blvd. Naftal informed that he will be working on this with the Borough Engineer. The plan will be to place the kiosk that we're intending to purchase for the Illinois lot at this lot instead and only when we vacate the property for the TOD would we move the kiosk to the Illinois lot. Naftal stated that unless Council has any issues with this plan this is what we'll move forward with.

Update on Comprehensive Plan: It was noted that the Draft Comprehensive Plan is up on the website and given to Council and will be available until the end of January.

CMU Parking Study Recommendations: Naftal informed that there are recommendations both from the CMU Parking Study, as well as, the Traffic and Parking Planning Commission. Naftal put the recommendations into a spread sheet and it is up to Council to decide what they would like to do with the study. Naftal stated that he will put this back in the Discussion Items for the February Council Meeting.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Christopher Maggio, 1696 Hillsdale Avenue RE: Solar power at the Recreation Center and add RFP to January Agenda.

Karen Daufenbach, 3080 Delwood Avenue RE: Four way stop sign between Latonia and Biltmore.

Michelle Ross, 3251 Beacon Hill Avenue RE: Solar power at Thomas Lloyd Recreation Center and the poor conditions of the building.

Cassie Gillen, Mount Lebanon RE: Thanked the Mayor.

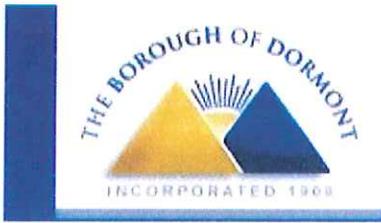
Bob McLellan, 2705 Philadelphia Avenue RE: Ordinance to stop people from having yard sales.

John Maggio, 1696 Hillsdale Avenue RE: 1610 Potomac Graffiti.

ANNOUNCEMENTS

ADJOURNMENT

Motion by Fabus, second by Martino to adjourn. Motion carried 7-0.



MEMORANDUM

Date: December 10, 2013

To: Jeff Naftal, Borough Manager *JN*

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

Subject: CD 39 4.6 Pop Murray Field ADA Access; Borough of Dormont
RECOMMENDATION FOR PAYMENT
Payment #1; Pampena Landscape & Construction, Inc.
Pay Period: 11/1/13 – 12/1/13

Enclosed herewith please find three (3) copies of the Contractor's Application For Payment No. 1 in the amount of \$29,475.00 submitted by Pampena Landscape & Construction, Inc. for the above referenced project.

I have reviewed the invoice and hereby certify that the payment request is accurate. All copies have been duly signed and I recommend payment in full.

After council approval please sign and date all copies and return to my office to be forwarded to SHACOG for further action.

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER: BOROUGH OF DORMONT	PROJECT NAME: CD 39 4.6 Pop Murray Field ADA Access; Borough of Dormont
FROM CONTRACTOR: Pampena Landscape & Construction, Inc. 322 Pampena Lane, Pittsburgh, PA. 15229	APPLICATION NUMBER: 1 PERIOD: 10/15/13 - 11/30/13 DATE: 11/30/2013

CONTRACTOR'S APPLICATION FOR PAYMENT

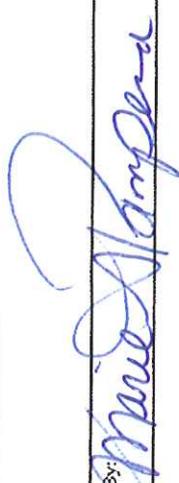
See attached continuation sheet

CHANGE ORDER SUMMARY	Number	Additions	Deductions	
1. ORIGINAL CONTRACT PRICE				\$ 75,225.00
2. Net change by Change Orders				\$
3. Current Contract Price (Line 1 ± 2)				\$ 75,225.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)				\$ 332,750.00
5. RETAINAGE:				
a. 10% X		\$32,750.00	Work Completed	\$ 33,275.00
b. X			Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)				\$ 33,275.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)				\$ 29,475.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				\$
8. AMOUNT DUE THIS APPLICATION				\$ 29,475.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)				\$ 49,762.50

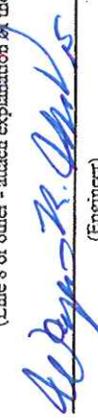
CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR:

By:  Date: 12-4-13

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) Date: 12/10/13
 (Date)

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER: BOROUGH OF DORMONT FROM CONTRACTOR: Pampeña Landscape & Construction, Inc. 322 Pampeña Lane, Pittsburgh, PA 15239	PROJECT NAME: CD 39 4.6 Pop Murray Field ADA Access; Borough of Dormont PROJECT NUMBERS: BOROUGH: CD 39 4.6 CONTRACTOR:
APPLICATION NUMBER: 1	
PERIOD: 10/15/13 - 11/30/13	
DATE: 11/30/2013	

CONTRACTOR'S APPLICATION FOR PAYMENT

See attached continuation sheet

CHANGE ORDER SUMMARY	Number	Additions	Deductions	Amount
1. ORIGINAL CONTRACT PRICE				\$ 75,225.00
2. Net change by Change Orders				\$ 75,225.00
3. Current Contract Price (Line 1 + 2)				\$ 75,225.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)				\$ 332,750.00
RETAINAGE				
a. 10% X		\$32,750.00	Work Completed	\$ 33,275.00
b. X			Stored Material	\$ 33,275.00
c. Total Retainage (Line 5a + Line 5b)				\$ 29,475.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)				\$ 29,475.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				\$ 29,475.00
8. AMOUNT DUE THIS APPLICATION				\$ 29,475.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)				\$ 49,762.50

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR: *Maria Pampeña*

By: *Maria Pampeña* Date: *12-4-13*

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *A Wayne R. Adams* (Engineer) Date: *12/10/13*

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER: BOROUGH OF DORMONT FROM CONTRACTOR: Pampena Landscape & Construction, Inc. 321 Pampena Lane, Pittsburgh, PA 15239	PROJECT NAME: CD 39 4.6 Pop Murray Field ADA Access; Borough of Dormont PROJECT NUMBERS: BOROUGH: CD 39 4.6 CONTRACTOR:	APPLICATION NUMBER: 1 PERIOD: 10/15/13 - 11/30/13 DATE: 11/30/2013
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CONTRACTOR'S APPLICATION FOR PAYMENT

See attached continuation sheet

CHANGE ORDER SUMMARY	Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE			\$ 575,225.00
2. Net change by Change Order			\$
3. Current Contract Price (Line 1 + 2)			\$ 575,225.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)			\$ 332,750.00
5. RETAINAGE			\$
a. 10% X		\$32,750.00	Work Completed
b. X			Stored Material
c. Total Retainage (Line 5a + Line 5b)			\$ 32,750.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$ 29,475.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			\$ 29,475.00
8. AMOUNT DUE THIS APPLICATION			\$ 29,475.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)			\$ 549,762.50

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR:

Maria Stamps
 By: *Maria Stamps* Date: 12-4-13

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Alwyn R. Stamps* 12/10/13 (Date)
 (Engineer)

Payment of: \$ 29,475.00
 (Line 8 or other - attach explanation of the other amount)

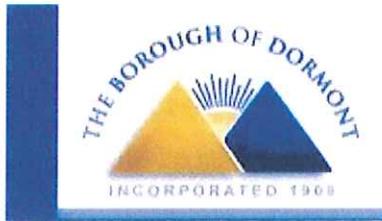
is approved by: _____ (Date)
 (Owner)

Approved by: _____ (Date)
 Funding Agency (if applicable)

Progress Estimate

Contractor's Application

For (Contract):		CD 39 4.6 Pop Murray Field ADA Access: Borough of Dortmund										Application Number: 1	
Application Period:		10/15/13 - 11/30/13										Application Date: 11/30/2013	
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Value (\$)	Quantity Installed	D	E	F	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
												Unit	B
1	Mobilization & Demolition, Complete in Place	1											
2	Modular Concrete Retaining Wall, Complete in Place	625	\$3,500.00	\$2,187.50	0.5	\$1,750.00			\$1,750.00	50.0%	\$1,750.00		
3	Remove & Re-Install 4' Tall Chain Link Fence, Complete in Place	1	\$35.00	\$35.00	500	\$17,500.00			\$17,500.00	80.0%	\$4,375.00		
4	Removal of 4' & Replacement With 6' Tall Chain Link Fence, Complete in Place	80	\$3,000.00	\$240,000.00	0.5	\$1,500.00			\$1,500.00	50.0%	\$1,500.00		
5	Concrete Sidewalk Installation, Complete in Place	665	\$60.00	\$39,900.00							\$39,900.00		
6	Types "M" Inlet, Less Than 3' Deep, Complete in Place	1	\$10.00	\$10.00							\$10.00		
7	Select Backfill, Complete in Place	560	\$1,800.00	\$1,008,000.00	200	\$12,000.00			\$12,000.00	35.7%	\$6,650.00		
				\$33,600.00		\$12,000.00			\$12,000.00		\$1,800.00		
				\$33,600.00		\$12,000.00			\$12,000.00		\$21,600.00		
Totals											\$52,750.00	\$2.16	\$52,475.00



MEMORANDUM

Date: December 17, 2013

To: Jeff Naftal, Borough Manager *JN*

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

Subject: **RECOMMENDATION FOR PAYMENT**
Falcone Brothers Construction
Masonry Improvements
Municipal Building Hillsdale Avenue Entrance
Application for Final Payment

I am in receipt of the final invoice from the contractor, Falcone Brothers Construction, requesting payment. The payment request is in the amount of \$4,175.00 for work performed under the project referenced above. I have reviewed the invoice and find that the payment request is accurate and consistent with work performed. The contractor has advised, and I have confirmed, that the project is 100% complete.

As a result of my review of the payment request, in accordance with their proposal I would recommend payment in the amount of \$4,175.00 to the contractor, Falcone Brothers Construction as final payment.

**Falcone Brothers Construction Co.
Masonry Contractors
PA Home Improvement Contractor Registration # PA057679
4204 Greenridge Rd.
Pittsburgh, PA 15234
Phone: (412) 563-1551 / Cell: (412) 855-6456**

I N V O I C E

December 16, 2013

Submitted To: Wayne McVicar, Dormont Borough Engineer
Job Site: Dormont Borough Municipal Building (front entrance)

Phase I contract amount of \$13,175 minus payments of \$3,000 and \$6,000.
Phase I is complete.

Amount due: \$4,175



MEMORANDUM

Date: December 10, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Purchase of John Deere Ztrak for Parks Department

Background:

As part of the Fiscal Year 2014 Budget, Council authorized funds for a new John Deere Ztrak utility vehicle in the Capital Reserve Fund Budget to be used by the Parks Department.

Discussion:

Staff proposes to buy the new equipment as quickly as possible to ensure uninterrupted service during this winter. With that in mind, we have gone to the vendor on the State of Pennsylvania's procurement contract, West Central Equipment. That allows us to bypass the formal bidding process and provides us with an excellent price for the new equipment. This equipment will be utilized by the Parks Department to mow during the growing months and to help with snow removal during the winter months.

The total proposal, as shown on the attached includes a new mower deck. The cost of \$6,338.22 is what was budgeted by Council and is available in the Capital Reserve Fund budget as noted above.

Recommendation:

I recommend that Council authorize the purchase of the John Deere Z915B Commercial Ztrak with optional equipment as outlined on the attached proposal for a cost of \$6,338.22.

JN

Attachments

Cc: T. J. Conroy, Parks Superintendent

Quote Id: 8666275

Customer Name: DORMONT BORO

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**WEST CENTRAL EQUIPMENT, LLC
3159 State Route 119
NEWALEXANDRIA, PA 15670
724-668-7172
bhoburg@westcentraleq.com

Prepared For:

DORMONT BORONEW ALEXANDRIA
3159 St. Rt. 119
724-668-7172SOMERSET
729 Red Goose Rd.
814-445-6500JOHNSTOWN
1333 Eisenhower Blvd.
814-266-6767MARTINSBURG
2555 Cove Mountain Rd.
814-793-2109WestCentralEq.com

Proposal For:

Delivering Dealer:James Laspina
WEST CENTRAL EQUIPMENT, LLC
3159 State Route 119
NEWALEXANDRIA, PA 15670
bhoburg@westcentraleq.com**Quote Prepared By:**James Laspina
jlaspina@westcentraleq.com

Date: September 19, 2013

Offer Expires: November 27, 2013

Quote Id: 8666275

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 John Deere Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 WEST CENTRAL EQUIPMENT, LLC
 3159 State Route 119
 NEWALEXANDRIA, PA 15670
 724-668-7172
 bhoburg@westcentraleq.com

Quote Summary
Prepared For:

 DORMONT BORO
 1444 HILLSDALE AVE
 PITTSBURGH, PA 15216
 Business: 412-561-8900

Delivering Dealer:
WEST CENTRAL EQUIPMENT, LLC
 James Laspina
 3159 State Route 119
 NEWALEXANDRIA, PA 15670
 Phone: 724-668-7172
 jlaspina@westcentraleq.com

Quote ID: 8666275

Created On: September 19, 2013

Last Modified On: September 19, 2013

Expiration Date: November 27, 2013

Equipment Summary

 JOHN DEERE Z915B Commercial
 ZTrak

Contract: PA State Pwr Equip_2420-01

Price Effective Date: April 22, 2013

Selling Price
Qty
Extended

\$ 6,338.22 X 1 = \$ 6,338.22

Equipment Total
\$ 6,338.22

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 6,338.22

Trade In

 SubTotal **\$ 6,338.22**

Total \$ 6,338.22

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 6,338.22
Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 8666275

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

WEST CENTRAL EQUIPMENT, LLC
3159 State Route 119
NEWALEXANDRIA, PA 15670
724-668-7172
bhoburg@westcentraleq.com

JOHN DEERE Z915B Commercial ZTrak

Hours:

Stock Number:

Contract: PA State Pwr Equip_2420-01

Selling Price *

Price Effective Date: April 22, 2013

\$ 6,338.22

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2130TC	Z915B Commercial ZTrak	1	\$ 8,125.00	24.50	\$ 1,990.63	\$ 6,134.37	\$ 6,134.37
Standard Options - Per Unit							
0202	United States and Canada	1	\$ 0.00	24.50	\$ 0.00	\$ 0.00	\$ 0.00
1502	54 In. 7-Iron II Side Discharge Mower Deck	1	\$ 270.00	24.50	\$ 66.15	\$ 203.85	\$ 203.85
2000	Deluxe Comfort Seat with Armrests	1	\$ 0.00	24.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 270.00		\$ 66.15	\$ 203.85	\$ 203.85
Suggested Price							\$ 6,338.22
Total Selling Price			\$ 8,395.00		\$ 2,056.78	\$ 6,338.22	\$ 6,338.22



MEMORANDUM

Date: December 10, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Purchase of John Deere Utility Tractor for Parks Department

Background:

As part of the Fiscal Year 2014 Budget, Council authorized funds for a new John Deere Compact Utility Tractor in the Capital Reserve Fund Budget to be used by the Parks Department.

Discussion:

I am proposing to buy the new equipment as quickly as possible because the tractor this purchase will replace stopped working after the Budget was approved by Council and has been determined to be not reparable. To expedite, we have gone to the vendor on the State of Pennsylvania's procurement contract, West Central Equipment. That allows us to bypass the formal bidding process as allowed by the Purchasing Policy and provides us with an excellent price for the new equipment. This equipment will be utilized by the Parks Department during all seasons.

The total proposal, as shown includes a number of attachments including a front loader, snow plow blade and a cab with a heater. The cost of \$14,109.01 is below what was budgeted by Council and is available in the Capital Reserve Fund budget as noted above.

Recommendation:

I recommend that Council authorize the purchase of the John Deere 2025R Compact Utility Tractor with optional equipment as outlined on the attached proposal for a cost of \$14,109.01.

JN

Attachments

Cc: T. J. Conroy, Parks Superintendent

Quote Id: 8467425

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670
724-668-7172
bhoburg@westcentraleq.com

Prepared for:

Dormont Boro



NEW ALEXANDRIA
3159 St. Rt. 119
724-668-7172

SOMERSET
729 Red Goose Rd.
814-445-6500

JOHNSTOWN
1333 Eisenhower Blvd.
814-266-6767

MARTINSBURG
2555 Cove Mountain Rd.
814-793-2109

WestCentralEq.com

Proposal for:

Delivering Dealer:

James Laspina

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670

bhoburg@westcentraleq.com

Quote Prepared By:

James Laspina

jlaspin@westcentraleq.com

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 John Deere Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 West Central Equipment, Llc
 3159 State Route 119
 Newalexandria, PA 15670
 724-668-7172
 bhoburg@westcentraleq.com

Quote Summary
Prepared For:

 DORMONT BORO
 1444 HILLSDALE AVE
 PITTSBURGH, PA 15216
 Business: 412-561-8900

Delivering Dealer:
WEST CENTRAL EQUIPMENT, LLC
 James Laspina
 3159 State Route 119
 NEWALEXANDRIA, PA 15670
 Phone: 724-668-7172
 jlaspina@westcentraleq.com

Quote ID: 8467425

Created On: August 02, 2013

Last Modified On: November 18, 2013

Expiration Date: November 27, 2013

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE (MY2013) 2025R Compact Utility Tractor (18 PTO hp) Contract: PA State Pwr Equip_4400011369 Price Effective Date: April 15, 2013	\$ 11,894.67 X	1 =	\$ 11,894.67
JOHN DEERE H130 NSL Loader Contract: PA State Pwr Equip_4400011369 Price Effective Date: April 15, 2013	\$ 2,716.87 X	1 =	\$ 2,716.87
JOHN DEERE 62D In. OnRamp Mid-Mount Side Discharge Mower (For 2025R, 2320 Tractor) Contract: PA State Pwr Equip_4400011369 Price Effective Date: April 15, 2013	\$ 2,332.89 X	1 =	\$ 2,332.89
JOHN DEERE 54 In. Quick-Hitch Front Blade (For X400/X500 HDGT's, X700's, 425-455, 1023E, 1025R, 1026R, 2210, 2305, 2025R, 2032R, 2320, 2520, 2720, 4010, 4100, 4110 and 4115 Tractors) Contract: PA State Pwr Equip_4400011369 Price Effective Date: April 15, 2013	\$ 1,159.65 X	1 =	\$ 1,159.65
CURTIS JD2520SS SOFT SIDE CAB,9PH2058H HEATER,9PWK110 Contract: Price Effective Date:	\$ 4,300.00 X	1 =	\$ 4,300.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 John Deere Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 West Central Equipment, Llc
 3159 State Route 119
 Newalexandria, PA 15670
 724-668-7172
 bhoburg@westcentraleq.com

Equipment Total	\$ 22,404.08
------------------------	---------------------

Trade In Summary	Qty	Each	Extended
2008 JOHN DEERE 2320 - LV2320H2012125	1	\$ 8,295.07	\$ 8,295.07
PayOff			\$ 0.00
Total Trade Allowance			\$ 8,295.07

Trade In Total	\$ 8,295.07
-----------------------	--------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 22,404.08
Trade In	\$ (8,295.07)
SubTotal	\$ 14,109.01
Total	\$ 14,109.01
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,109.01

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 8467425 Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670
724-668-7172
bhoburg@westcentraleq.com

JOHN DEERE (MY2013) 2025R Compact Utility Tractor (18 PTO hp)

Hours:

Stock Number:

Contract: PA State Pwr Equip_4400011369

Selling Price *

Price Effective Date: April 15, 2013

\$ 11,894.67

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1510LV	(MY2013) 2025R Compact Utility Tractor (18 PTO hp)	1	\$ 14,345.00	19.50	\$ 2,797.28	\$ 11,547.72	\$ 11,547.72
Standard Options - Per Unit							
0409	English North American Operator's Manual and Decal Kit	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
5206	12-16.5 6PR Rear R4 Ind. Bias	1	\$ -100.00	19.50	\$ -19.50	\$ -80.50	\$ -80.50
6206	23X8.50-12 6PR Front R4 Ind. Bias	1	\$ 88.00	19.50	\$ 17.16	\$ 70.84	\$ 70.84
Standard Options Total			\$ -12.00		\$ -2.34	\$ -9.66	\$ -9.66
Dealer Attachments/Non-Contract/Open Market							
BLV10381	Power Beyond Kit	1	\$ 442.99	19.50	\$ 86.38	\$ 356.61	\$ 356.61
Dealer Attachments Total			\$ 442.99		\$ 86.38	\$ 356.61	\$ 356.61
Value Added Service Agreements Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 11,894.67	
Total Selling Price			\$ 14,775.99		\$ 2,881.32	\$ 11,894.67	\$ 11,894.67

JOHN DEERE H130 NSL Loader

Selling Equipment

Quote Id: 8467425 Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 John Deere Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 West Central Equipment, Llc
 3159 State Route 119
 Newalexandria, PA 15670
 724-668-7172
 bhoburg@westcentraleq.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: PA State Pwr Equip_4400011369

\$ 2,716.87

Price Effective Date: April 15, 2013

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2371P	H130 NSL Loader	1	\$ 3,375.00	19.50	\$ 658.13	\$ 2,716.87	\$ 2,716.87
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
1201	Mounting Frame	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
5200	Hood Guard	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less Ballast Box	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
7020	John Deere CUT Carrier	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
8110	49 In. (1250 mm) Quick Change Materials Bucket	1	\$ 0.00	19.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Service Agreements Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 2,716.87	
Total Selling Price			\$ 3,375.00		\$ 658.13	\$ 2,716.87	\$ 2,716.87

JOHN DEERE 62D In. OnRamp Mid-Mount Side Discharge Mower (For

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: PA State Pwr Equip_4400011369

\$ 2,332.89

Price Effective Date: April 15, 2013

* Price per item - includes Fees and Non-contract items



JOHN DEERE



Selling Equipment

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670
724-668-7172
bhoburg@westcentraleq.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0180LV	62D In. OnRamp Mid-Mount Side Discharge Mower (For 2025R, 2320 Tractor)	1	\$ 2,536.00	19.50	\$ 494.52	\$ 2,041.48	\$ 2,041.48
Standard Options - Per Unit							
1001	Attaching Parts (Mechanical Mower Lift)	1	\$ 362.00	19.50	\$ 70.59	\$ 291.41	\$ 291.41
Standard Options Total			\$ 362.00		\$ 70.59	\$ 291.41	\$ 291.41
Value Added Service Agreements Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 2,332.89
Total Selling Price			\$ 2,898.00		\$ 565.11	\$ 2,332.89	\$ 2,332.89

JOHN DEERE 54 In. Quick-Hitch Front Blade (For X400/X500 HDGT's,

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: PA State Pwr Equip_4400011369

\$ 1,159.65

Price Effective Date: April 15, 2013

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1491M	54 In. Quick-Hitch Front Blade (For X400/X500 HDGT's, X700's, 425-455, 1023E, 1025R, 1026R, 2210, 2305, 2025R, 2032R, 2320, 2520, 2720, 4010, 4100, 4110 and 4115 Tractors)	1	\$ 515.00	20.00	\$ 103.00	\$ 412.00	\$ 412.00
Standard Options - Per Unit							



JOHN DEERE



Selling Equipment

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670
724-668-7172
bhoburg@westcentraleq.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1007	Front Quick-Hitch and Hydraulic Lift (2025R, 2032R, 2320, 2520, 2720, 4010, 4100, 4110, 4115)	1	\$ 688.00	20.00	\$ 137.60	\$ 550.40	\$ 550.40
2006	Hydraulic Angling (2025R, 2032R, 2320, 2520, 2720, 4010, 4100, 4110, 4115)	1	\$ 193.00	20.00	\$ 38.60	\$ 154.40	\$ 154.40
Standard Options Total			\$ 881.00		\$ 176.20	\$ 704.80	\$ 704.80
Dealer Attachments/Non-Contract/Open Market							
AM119321	Heavy Duty Skid Shoe (1)	1	\$ 53.56	20.00	\$ 10.71	\$ 42.85	\$ 42.85
Dealer Attachments Total			\$ 53.56		\$ 10.71	\$ 42.85	\$ 42.85
Value Added Service Agreements Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 1,159.65
Total Selling Price			\$ 1,449.56		\$ 289.91	\$ 1,159.65	\$ 1,159.65

CURTIS JD2520SS SOFT SIDE CAB,9PH2058H HEATER,9PWK110

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract:

\$ 4,300.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
JD	CURTIS CAB	1	\$ 4,300.00	0.00	\$ 0.00	\$ 4,300.00	\$ 4,300.00
Value Added Service Agreements Total			\$ 0.00			\$ 0.00	\$ 0.00



JOHN DEERE



Selling Equipment

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

West Central Equipment, Llc
3159 State Route 119
Newalexandria, PA 15670
724-668-7172
bhoburg@westcentraleq.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
	Suggested Price						\$ 4,300.00
Total Selling Price			\$ 4,300.00		\$ 0.00	\$ 4,300.00	\$ 4,300.00



Trade-in

Quote Id: 8467425

Customer Name: DORMONT BORO

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

2008 JOHN DEERE 2320
SN# LV2320H2012125

Machine Details

Description	Net Trade Value
2008 JOHN DEERE 2320	\$ 8,295.07
SN# LV2320H2012125	
Your Trade In Description	

Additional Options

Hour Meter Reading	400	
Total		\$ 8,295.07



MEMORANDUM

Date: December 13, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Purchase of Ford F-550 Dump Truck for Streets Department

Background:

As part of the Fiscal Year 2014 Budget, Council authorized funds for a new Ford F-550 Dump Truck in the Capital Reserve Fund Budget to be used by the Streets Department.

Discussion:

I am proposing to buy the new equipment as quickly as possible because it will help with our snow removal activities this winter. To expedite, we have gone to the vendor on the State of Pennsylvania's COSTARS procurement contract, Woltz & Wind Ford, Inc. That allows us to bypass the formal bidding process as allowed by the Purchasing Policy and provides us with an excellent price for the new equipment. This equipment will be utilized by the Streets Department during other times of the year for asphalt work and other construction projects undertaken by the Department.

The total proposal, as attached to this report, includes a number of features including an increased payload capacity. The cost of \$72,048 is exactly what was budgeted by Council and is available in the Capital Reserve Fund budget as noted above.

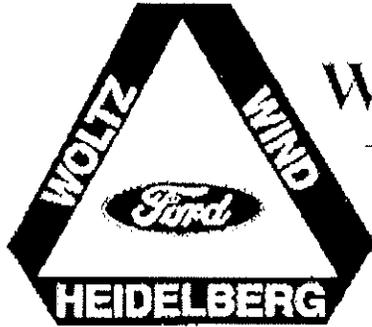
Recommendation:

I recommend that Council authorize the purchase of the Ford F-550 Dump Truck with all features as outlined on the attached proposal for a cost of \$72,048.

JN

Attachments

Cc: John Schneider, Streets Superintendent



Woltz & Wind Ford, Inc.

2100 Washington Pike, Heidelberg, Pa, 15106

(412)279-4551 F: (412)279-8226

TO: Mr. John Schneider
COMPANY: Borough of Dormont
DATE: 07/22/2013
TIME: 15:15
PAGES: 16
FAX NUMBER: 412.942.0166

John,

Here is the quotation you requested for a complete snowplow truck.

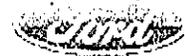
Please review and call me to confirm receipt.

Thank you,

Bill

BILL BAUER
412-279-4551

BILL BAUER
FLEET / MUNICIPAL MANAGER - FAX: 412.279.8226

**Woltz & Wind Ford**

July 22, 2013

Mr. John Schneider
Borough of Dormont
1444 Hillside Avenue
Suite 10
Pittsburgh, Pennsylvania, 15216
Phone: 412.561.8900

Re: The 2014 Ford F-550 Chassis XL

Dear Mr. Schneider,

Thank you, for requesting a truck quotation from Woltz & Wind Ford.

This quotation is based on COSTARS-25-032 and a copy of the award renewal letter is included.

The chassis will be an ordered unit with delivery to your up-fitter in approximately 8 - 10 weeks, after acceptance of your request, by Ford Motor Company. Please review the Delivery Date Clause included with this quotation.

Ford Municipal Financing is available for the complete up-fitted unit. A Ford Municipal Finance quote is included.

Payment is due on delivery.

A purchase order is required to process your request.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. J. Bauer', with a long horizontal flourish extending to the right.

W. J. Bauer
Fleet / Municipal Manager

COSTARS™

Pennsylvania Department of General Services

Commonwealth of PA, Department of General Services, Bureau of Procurement, 555 Walnut Str - 6th Floor, Harrisburg, PA 17201

March 12, 2013

Woltz & Wind Ford, Inc.
W.J. Bauer
2100 Washington Pike
Heidelberg, PA 15106

Subject: Renewal of COSTARS- 25 Municipal Work Vehicles Contract

Dear COSTARS Contractor:

The Department of General Services ("DGS") has received your check for the \$1500 administrative fee to renew your COSTARS contract with DGS, contract number COSTARS-025-032, for a one year term. This will confirm that your contract is renewed through 04/21/2014.

Thank you for your continued participation in the COSTARS Program. Please contact me by e-mail at slogankent@pa.gov or by telephone at 717-787-2355 if you have any questions regarding your contract.

Regards,

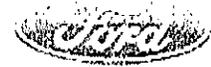
Stacey Logan-Kent

Stacey Logan-Kent, Commodity Specialist
(P) 717-787-2355
(F) 717-783-6241
E-Mail slogankent@pa.gov

Prepared For: Mr. John Schneider

Prepared By: W. J. Bauer

Dealership: Woltz & Wind Ford



Vehicle Profile

2014 Ford F-550 Chassis

4x4 SD Regular Cab 141" WB DRW XL (F5H)

Powertrain

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine * 200 amp HD alternator * 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection * Engine block heater * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * Limited slip differential, driveline traction control, power take-off provision * 4.88 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension * Mono-beam non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * Rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argont steel wheels * LT225/70SR19.5 BSW AT front and rear tires * Frame mounted mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry * 2 12V DC power outlets, retained accessory power, back-up alarm * Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid * Steering wheel with tilt and telescopic adjustment * Power front windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Partial floor console with storage, glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins * Upfitter switches

Seating and Interior

Seating capacity of 2 * Bucket front seats with adjustable head restraints * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Trailer harness,

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: C103203351 5/23/2013

Prepared For: Mr. John Schneider
 Prepared By: W. J. Bauer
 Dealership: Woltz & Wind Ford

Exterior Features (Continued)

brake controller * Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators * Front black bumper with front tow hooks * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, underhood light, remote activated perimeter/approach lights * Clearcoat monotone paint * Snow plow provision

Warranty

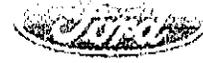
Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles		

Dimensions and Capacities

Output	300 hp @ 2,800 rpm	Torque	660 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	7,934 lbs.
GVWR	19,500 lbs.	Front	7,000 lbs.
Rear GAWR	14,706 lbs.	Payload	11,722 lbs.
Front curb weight	4,645 lbs.	Rear curb weight	3,289 lbs.
Front axle capacity	7,000 lbs.	Rear axle capacity	14,706 lbs.
Front spring rating	7,000 lbs.	Rear spring rating	15,000 lbs.
Front tire/wheel capacity	7,500 lbs.	Rear tire/wheel capacity	15,000 lbs.
Towing capacity	16,000 lbs.	5th-wheel towing capacity	26,100 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	226.5 "
Body width	93.9 "	Body height	80.4 "
Wheelbase	141.0 "	Cab to axle	60.0 "
Axle to end of frame	47.6 "	Front tread	74.8 "
Rear tread	74.0 "	Turning radius	21.2 "
Fuel tank	40.0 gal.	Rear frame height loaded	28.1 "
Rear frame height unloaded	33.8 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05203351 5/23/2013

Prepared For: Mr. John Schneider
Prepared By: W. J. Bauer
Dealership: Woltz & Wind Ford



Selected Options

2014 Ford F-550 Chassis

4x4 SD Regular Cab 141" WB DRW XL (F5H)

Vehicle Snapshot	Engine: 6.7L 4V OHV Power Stroke Diesel V8 B20 Transmission: TorqShift 6-Speed Auto w/OC Rear Axle Ratio: Limited Slip w/4.88 GVWR: 19,500 lb Payload Plus Upgrade Package
-------------------------	---

Description

Base Vehicle (F5H)
Packages

Order Code 660A

Emissions

50 State Emissions System

Powertrain

Engine: 6.7L 4V OHV Power Stroke Diesel V8 B20
(67D) 200 Amp Extra Heavy Duty Alternator; (X41) 4.10 Axle Ratio, Dual 78 AH Batteries. Includes clean idle docal and intelligent oil life minder. Torque: 660 ft.lbs. @ 1600 rpm.

Transmission: TorqShift 6-Speed Auto w/OD
Includes SelectShift.

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package
Includes upgraded frame and upgraded springs. Increases max RGAWR to 14,706. NOTE: See Order Guide Supplemental Reference for further details on GVWR.

Wheels & Tires

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05203351 5/23/2013

Prepared For: Mr. John Schneider
 Prepared By: W. J. Bauer
 Dealership: Woltz & Wind Ford

Description

Tires: 225/70Rx19.5G BSW Max Traction

Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications. could incur irregular front tire wear and/or NVH. Optional spare is traction.

Wheels: 19.5" Argent Painted Steel (6)

Spare Tire & Wheels

(61J) 6-Ton Hydraulic Jack. Excludes carrier. REQUIRED In Rhode Island.

Seats & Seat Trim

Vinyl 40/Mini-Console/40 Front Seats

Mini-Console

Other Options

Monotone Paint Application

141" Wheelbase/60" Cab to Axle

Power Equipment Group

Accessory Delay; Power Locks; Remote Keyless Entry; Perimeter Anti-Theft Alarm; Power Front Side Windows: Includes 1-touch up and down power driver and passenger window.; MyKey Owner Controls Feature; Manual Telescoping Trailer-Tow Mirrors: Includes power heated glass, heated convex spottor mirror and integrated clearance lights/turn signals.; SecurILock Passive Anti-Theft System (PATS). Deletes passenger-side lock cylinder. Includes upgraded door-trim panel.

Snow Plow Prep Package

Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch.

High Capacity Trailer-Tow Package

Includes upgraded rear axle. Trailer brake controller not included. Increases GCW from 26,000 lbs. to 35,000 lbs. NOTE: Salesperson's Portfolio or Trailer-Towing Guide should be consulted for specific trailer-towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.

Engine Block Heater

6-Ton Hydraulic Jack

REQUIRED in Rhode Island.

Transmission Power Take-Off Provision

Operator Commanded Regeneration (OCR)

200 Amp Extra Heavy Duty Alternator

Trailer Brake Controller

Verified to be compatible with electronic-actuated drum brakes only.

Radio: AM/FM Stereo w/Digital Clock

Includes 2 speakers.

Exterior Back-Up Alarm (LPO)

Pre-installed custom accessory.

Fleet Options

Daytime Running Lamps (LPO)

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Prepared For: Mr. John Schneider
Prepared By: W. J. Bauer
Dealership: Woltz & Wind Ford

Description

Interior Colors For : Primary w/XL (regs)

Steel

Primary Colors For : Primary w/XL (regs)

Vermillion Red

Accessories and Aftermarket Options

Fire Extinguisher

5 lb. Fire Extinguisher with Mounting Bracket. Shipped Loose for Installation by End User.

Triangle Reflector Kit

Three Collapsible Reflective Triangles and Compact Storage Case.

Ford Destination Charge.

CLEAN IDLE - Engine Idle Shutdown Not Required

Engine Idle Shutdown Not Required. Clean Idle Decal on Left Front Fender. MUST REMAIN IN PLACE.

9' Stainless Steel Dump Body & Equipment

9' Stainless Steel Dump Body and Equipment per Borough of Dormont Specifications, Supplied and Installed by Imperial Truck Body & Equipment. DETAILED DESCRIPTION INCLUDED.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference C10520336.1 5/23/2013

Prepared For: Mr. John Schneider
 Prepared By: W. J. Bauer
 Dealership: Woltz & Wind Ford



Quotation

2014 Ford F-550 Chassis

4x4 SD Regular Cab 141" WB DRW XL (F5H)

Vehicle Snapshot	
Engine:	6.7L 4V OHV Power Stroke Diesel V8 B20
Transmission:	TorqShift 6-Speed Auto w/OD
Rear Axle Ratio:	Limited Slip w/4.88
GVWR:	19,500 lb Payload Plus Upgrade Package

Description	MSRP
Vehicle Price (excluding option discounts)	\$81,555.00
Vehicle Subtotal	\$81,555.00
Other (Discount)Margin	(9,507.00)
Total Other Items	(9,507.00)
Net Selling Price	\$72,048.00
Total Quote	\$72,048.00
TOTAL	\$72,048.00

 Customer Signature

 Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05203351 5/23/2013

Kristin Hullihen

From: K Hensler [kevhensler@hotmail.com]
Sent: Tuesday, December 17, 2013 11:19 AM
To: Kristin Hullihen
Subject: RE: Holiday Decoration Contest

Kristin,

I'm sorry, I've been putting this off for too long, I need to resign from the Rec Board. I have too much going on in my life and I'm stretched too thin. Is there a formal process I have to follow to resign?

Kevin

PS If you or the group need a final lesson on putting up the movie in the park I can assist you with the next film showing in 2014.

Subject: RE: Holiday Decoration Contest
Date: Tue, 17 Dec 2013 11:10:53 -0500
From: khullihen@boro.dormont.pa.us
To: kevhensler@hotmail.com

Kevin,
Just to verify. Do you mean you if someone nominates you for one of the three (chair, vice chair, or recording secretary), you don't want to accept the nomination?
Thanks,
Kristin

Kristin M Hullihen

Recreation Director
Borough of Dormont
1444 Hillsdale Avenue Suite 10
Pittsburgh, PA 15216
Phone: (412) 561-8900 x227
Cell: (412) 689-4793
khullihen@boro.dormont.pa.us

From: K Hensler [mailto:kevhensler@hotmail.com]
Sent: Tuesday, December 17, 2013 11:08 AM
To: Kristin Hullihen
Subject: RE: Holiday Decoration Contest

Kristin,

I have no nominations and I cannot offer my services any further.

Kevin

12/17/2013

Dormont Volunteer Fire Department
1455 Hillsdale Ave
Pittsburgh, PA 15216
Phone (412) 563-8826 • Fax (412)563-5266

December 24, 2013

RE: 2014 Line Officers

Borough of Dormont Council

1444 Hillsdale Avenue

Pittsburgh, PA 15216

Dear members of Council,

The Dormont Volunteer Firefighter's Association elected the Line Officers for 2014 at our regular business meeting on December 19, 2013. The following Officers were elected into position:

Chief Jeff Arnold

Assistant Chief Bryan Taylor

Captain Rick LaGamba

Lieutenant Gerry McMahon

Attached, please find the contact information for the Officers. Should you require additional information, please feel free to contact any Association or Line Officer, 412-563-8826.

Sincerely,

Joey J. Schoenefeldt

Secretary

Dormont Volunteer Fire Department

2014
Dormont Volunteer Fire Department Line Officers

Chief

Jeff Arnold
412-303-4159

Deputy Chief(s)

DC1: Brant Bertha
412-341-3188

DC2: Jim Kolesky
412-531-1120

DC3: Mat Davis
412-491-8330

DC4: Jeff Stakich
412-720-4544

Assistant Chief

Bryan Taylor
412-861-0154

Captain

Rick LaGamba
412-952-2521

Lieutenant

Gerry McMahon
412-886-4209

Station: 412-563-8826

On- Call Drivers (Deputy Chiefs): 412-561-8900



MEMORANDUM

Date: December 17, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Police Union Contract Extension

Background:

In October of 2012, Council approved a new contract with the Police Union. This contract was for three years, 2013, 2014 and 2015 and is set to expire on December 31, 2015.

Discussion:

The Police Union approached me late last year about the possibility of extending their contract for two (2) years. In exchange, they would agree to lock in their Cost of Living Increase (COLA) at 3% for each of the extra two years, the same rate as they receive for the already approved three years of the existing contract. In exchange the Borough would get to amend the language of the contract to include certain procedures that the officers were following but that were not codified in the contract and as such could lead to potential grievances and arbitration. As we discussed at our Executive Session on this matter, the likelihood is that we would end up negotiating a new contract in 2016 that would include the same raise or possibly even higher should the economy continue to rebound. And arbitration awards, should we fail to reach an agreement, are trending in the 2.5% to 3% range as well.

The union also agreed to take their uniform allowance as a lump sum at the beginning of the year instead of having the Borough generate invoices almost every week for individual officer uniforms. In exchange for that, they asked for \$75 per year increases in the extended two years of the contract which would bring their allowance from \$750 to \$900 per year. For the 13 officers, that would increase the Police Department budget by \$975 in 2016 and \$975 in 2017.

The advantages to the Police Union with this extension are the added uniform allowance and the stability of knowing what their raises will be through 2017. For the Borough, we avoid staff costs and check printing costs for paying the uniform allowance out as a lump sum; we gain labor stability for a five year period with the Police Union; we avoid potential legal battles over contract language; and we stagger our union contracts so that we don't need to negotiate four contracts in the same year. If this extension passes, we will have the Teamsters and Desk Officers agreements expire at the end of 2015, the Laborers agreement expire at the end of 2016, and the Police agreement expire at the end of 2017. This makes it easier to negotiate and focus and it provides the Borough leverage on the earlier contracts as salary increases for 2016 and 2017 will have already been set.

The attached Police Union Contract includes all revisions discussed above. Specifically the changes are:

- Article II: Page 3 shows the pay schedules for 2016 and 2017.
- Article II: Page 7 shows the revised uniform allowance changes.
- Article IV: Page 15 shows revised language relating to how officers swap shifts.
- Article IV: Page 17 shows revised language on how the Police Chief selects which shifts he will work.

The Police Chief and I have discussed these changes and he is in agreement that this is in the best interests of his department and the Borough.

Recommendation:

I recommend that Council approve a contract extension with the Police Union and the Borough that extends their contract through December 31, 2017 as outlined above.

JN

Attachment

Cc: Mike Bisignani, Police Chief
Police Union

AGREEMENT BETWEEN
THE BOROUGH OF DORMONT
AND
THE DORMONT POLICE ASSOCIATION

JANUARY 1, 2013 – DECEMBER 31, 2017

I. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years, beginning January 1, 2013 through December 31, 2017.

II. COMPENSATION

A. WAGES

Wages for Officers shall be as follows:

FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Start	65%	\$48,611.63 yearly	\$23.37 hourly
ACT 120	70%	\$52,350.99 yearly	\$25.17 hourly
One Year Service	75%	\$56,090.34 yearly	\$26.97 hourly
Two Years Service	80%	\$59,829.70 yearly	\$28.76 hourly
Three Years Service	85%	\$63,569.05 yearly	\$30.56 hourly
Four Years Service	90%	\$67,308.41 yearly	\$32.36 hourly
Five Years Service	100%	\$74,787.12 yearly	\$35.96 hourly
Sergeant	110%	\$82,265.84 yearly	\$39.55 hourly

FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

Start	65%	\$50,069.98 yearly	\$24.07 hourly
ACT 120	70%	\$53,921.52 yearly	\$25.92 hourly
One Year Service	75%	\$57,773.05 yearly	\$27.78 hourly
Two Years Service	80%	\$61,624.59 yearly	\$29.63 hourly
Three Years Service	85%	\$65,476.12 yearly	\$31.48 hourly
Four Years Service	90%	\$69,327.66 yearly	\$33.33 hourly
Five Years Service	100%	\$77,030.73 yearly	\$37.03 hourly
Sergeant	110%	\$84,733.82 yearly	\$40.74 hourly

FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

Start	65%	\$51,572.08 yearly	\$24.79 hourly
ACT 120	70%	\$55,539.17 yearly	\$26.70 hourly
One Year Service	75%	\$59,506.24 yearly	\$28.61 hourly
Two Years Service	80%	\$63,319.27 yearly	\$30.44 hourly
Three Years Service	85%	\$67,440.40 yearly	\$32.42 hourly
Four Years Service	90%	\$71,407.49 yearly	\$34.33 hourly
Five Years Service	100%	\$79,341.65 yearly	\$38.15 hourly
Sergeant	110%	\$87,275.83 yearly	\$41.96 hourly

FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

Start	65%	\$53,119.24 yearly	\$25.54 hourly
ACT 120	70%	\$57,205.33 yearly	\$27.50 hourly
One Year Service	75%	\$61,291.43 yearly	\$29.47 hourly
Two Years Service	80%	\$65,377.52 yearly	\$31.43 hourly
Three Years Service	85%	\$69,463.62 yearly	\$33.40 hourly
Four Years Service	90%	\$73,549.71 yearly	\$35.36 hourly
Five Years Service	100%	\$81,721.90 yearly	\$39.29 hourly
Sergeant	110%	\$89,894.10 yearly	\$43.22 hourly

FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

Start	65%	\$54,721.81 yearly	\$26.30 hourly
ACT 120	70%	\$58,921.49 yearly	\$28.33 hourly
One Year Service	75%	\$63,130.17 yearly	\$30.35 hourly
Two Years Service	80%	\$67,338.85 yearly	\$32.37 hourly
Three Years Service	85%	\$71,547.53 yearly	\$34.40 hourly
Four Years Service	90%	\$75,756.20 yearly	\$36.42 hourly
Five Years Service	100%	\$84,173.56 yearly	\$40.67 hourly
Sergeant	110%	\$92,590.92 yearly	\$44.51 hourly

All salaries are keyed off of an Officer who has completed five (5) years of service. New hires are paid at 65% of that rate, new hires with Act 120 certification receive 70% of that rate; Officers who have completed one (1) year of service with the Borough are paid 75% of that rate; Officers who have completed two (2) years of service with the Borough are paid at 80% of that rate; Officers who have completed three (3) years of service with the Borough shall be paid at 85% of that rate; and Officers who have completed four (4) years of service with the Borough shall be paid at 90% of that rate; A Sergeant's salary is set at 110% of the salary of an Officer who has completed five (5) years of service.

B. LONGEVITY

In addition to wages, employees shall receive, based upon past service, longevity pay, to be paid annually on an employee's employment anniversary date. During an employee's first four (4) years of employment, he/she shall receive longevity pay in accordance with the scale which follows below. The maximum annual longevity benefit shall be capped at Two Thousand Four Hundred Dollars (\$2,400.00).

YEARS OF SERVICE	% OF ARTICLE II A BASE COMPENSATION
0	0
1	0

2	0
3	0
4	0
5	0.50%
6	0.75%
7	1.00%
8	1.25%
9	1.50%
10	1.75%
11	2.00%
12	2.25%
13	2.50%
14	2.75%
15	3.00%
16	3.25%
17	3.50%
18	3.75%
*19	4.00%

*For each year of service after 19 an Officer would receive additional longevity of 0.25% with longevity capped at \$2,400.00.

C. SHIFT DIFFERENTIAL

Shift Differential in the amount of Twenty-five Cents (\$.025) per hours shall be paid for hours worked between 3:00 p.m. and 11:00 p.m. Shift differential in the amount of Fifty Cents (\$.50) per hour shall be paid for hours worked between 11:00 p.m. and 7:00 a.m. In the event that the Borough institutes a 7:00 p.m. – 3:00 a.m. shift, all hours worked on that shift by employees scheduled to work that shift shall enjoy a shift differential benefit of Fifty Cents (\$.50) per hour.

D. OVERTIME PAY

Employees shall be paid at the rate of time and one-half time for all hours worked in excess of forty (40) hours in any workweek. Hours worked shall specifically include any vacation or compensatory time utilized during the said forty (40) hour period but shall not include sick time.

E. COMPENSATORY TIME

Each employee may elect to take compensatory time off in lieu of payment for overtime providing that same employee may not accumulate more than eighty (80) hours of compensatory time off at one time. Compensatory time off is to be computed at a rate of time-and-one-half, i.e., for each overtime hour worked, an Officer gets one and one-half hours off. The employee is required to provide at least five (5) days notice to the Chief of Police (or his/her duly appointed designate) prior to scheduling any compensatory time. Court time and training time must be compensated and may not be elected for compensatory time.

F. MISCELLANEOUS COMPENSATION

1. Training Time and Other Scheduled Overtime

- a. All hours spent to satisfy Department authorized training, meetings, investigative work or related assignments shall be compensated at one and one-half (1 ½) the Officer's current hourly rate of pay as long as the training, meeting, investigate work or related assignment is scheduled immediately before or after the start of finish of the Officer's scheduled shift.
- b. If the training, meeting, investigate work or related assignment is scheduled on an Officer's regular work day but not immediately before or after the Officer's shift, the Officer shall be compensated a minimum of two (2) hours and shall be compensated at the one and one-half (1 ½) hourly rate for any time exceeding the original two (2) hours.

- c. Should training, meetings, investigative work or related assignments be scheduled on an Officer's pass day, the Officer shall receive the rate established under the Call-Out provision of this section which requires a minimum of four (4) hours at the Officer's overtime rate. The Officer shall be compensated at the normal one and one-half (1 ½.) overtime hourly rate for any time exceeding the original four (4) hours.
- d. All training, meetings, investigative work or related assignments shall be scheduled at least one (1) week in advance whenever possible.

2. Call Outs

- a. DEFINED: Any work performed by an Officer in which the Officer is summoned by the Department from an off-duty status to perform work outside of the normally scheduled shift. This includes transports and other duties or assignments except those specifically listed under Article II (F) (1) Training Time and Other Scheduled Overtime. This call out provision shall not include work performed immediately after a scheduled work shift.
- b. COMPENSATION: All call outs shall be compensated at a minimum of four (4) hours at the Officer's overtime rate. If a second and subsequent call-out arises during this initial four (4) hour period, then the same Officer will not be entitled to another four (4) hour minimum, but shall be compensated at the normal overtime rate for all hours worked in excess of the original four (4) hour period. Furthermore, it is agreed that the employee is deemed to be working during the entire four (4) hour period and may be required to work the entire period. However, if the employee is released from the detail by the Supervisor, then any subsequent call-out shall be considered a separate event. Call-outs as defined in this section, with the exception of investigative work, shall be offered vial seniority, irrespective of rank.

3. Outside Events

All contracted services authorized by the Borough and the Chief of Police shall be paid at a minimum of four (4) hours at the Officer's overtime rate of pay. Examples of this duty include all School District functions, road contractors and private enterprises wishing to utilize Police Officers for security purposes in the Borough. All opportunities for overtime generated by outside events shall be posted by the Chief of police (so long as time permits) and shall be offered via seniority, irrespective of rank. The Officer shall be compensated at the normal overtime rate for all hours worked in excess of the original four (4) hour period.

4. Miscellaneous Assignments

- a. If a contract is made for a call-out assignment and that opportunity is refused and then a second opportunity occurs, the next senior person will be contacted. The first denial will be deemed a denial for all successive opportunities and there will be no repetition of calls to inquire about interest in successive call-out opportunities during that shift.
- b. If an employee is called by telephone and an answering machine is contacted, a message will be left on the machine and the next appropriate person will be contacted for the call-out. If the next person is contacted and accepts before the previous employee returns the call after receiving his/her message on the answering machine, the succeeding person is awarded the call-out assignment. If, however, the person calls before the succeeding person accepts, then the first person is awarded the call-out assignment for that shift.

5. Educational Pay

Upon the attainment of any of the following degrees in an educational field of endeavor, compensation shall be paid at the following rates:

<u>Completion of:</u>	<u>Annual Lump Sum Payment:</u>
Bachelor's Degree	\$600.00
Master's Degree	\$800.00

This payment shall be based on the scheduled amount of the highest level of education attained and shall not be construed to be commutative.

6. Uniform Allowance

- a. The first year an individual becomes a Police Officer, the Borough will provide One Thousand Dollars (\$1,000.00) for uniform and equipment provided that the employee will return all uniform and equipment items should the employee leave the employment of the Borough within three (3) years. Every year thereafter, the uniform allowance for Police Officers shall be Seven Hundred Dollars (\$700.00). Effective January 1, 2015, the uniform allowance for Police Officers shall be Seven Hundred Fifty Dollars (\$750.00). Effective January 1, 2016, it shall increase to Eight Hundred Twenty Five Dollars (\$825.00). Effective January 1, 2017, it shall increase to Nine Hundred Dollars (\$900.00). The annual uniform allowance shall be paid in one lump sum, by separate check, in January of each calendar year.

- b. All invoices for uniform purchases must be in the Borough Office on or before December 15 to be credited against the calendar year in which the purchase was made. Invoices received after December 15 shall be charged against the succeeding year's uniform allotment.
- c. Each employee's unexpended uniform allotment for a given year shall revert to the Borough if not expended within that year.
- d. All uniform allowances shall be made available on the first calendar day of each year except for the initial allowance for a newly hired employee.

7. Reimbursable Expenses

- a. Compensation associated with training, conferences, and other work-related expenses shall be reimbursed by the Borough provided that it is:
 - I. pre-approved by the Chief of Police;
 - ii. documented by receipts;
 - iii. a reasonable and necessary expense for meals, board or mileage; and
 - iv. presented on a Department expense voucher.
- b. Mileage will be paid at the official IRS rate per mile for use of a private vehicle. All mileage shall be calculated from the Borough building.

8. Court Time

Employees shall be compensated for appearance during non-working hours at court proceedings as witnesses or otherwise at their overtime rate according to the following scale of minimum hours:

Criminal Court	4 hours	Overtime
Civil Hearings	4 hours	Overtime
Pre-Trial	3 hours	Overtime
District Court	4 hours	Overtime if the hearing is on the Officer's scheduled pass day

District Court	2 hours	Overtime if the hearing is on the Officer's regularly scheduled work day
Statutory Appeals	4 hours	Overtime
Mental Health Hearings	4 hours	Overtime
Juvenile Court	4 hours	Overtime

If the actual time spent in court or at a hearing would exceed the Officer's minimum guaranteed hours, then the Officer shall be compensated at his/her overtime rate for the additional time spent beyond his/her minimum guarantee.

III. BENEFITS

A. VACATIONS

The following vacation schedule shall be adhered to, based upon years of service:

1 through 4 years completed	10 working days
5 through 12 years completed	15 working days
13 through 20 years completed	20 working days
At the beginning of each year of service after 20 years of service completed through 25 years of service completed	1 additional working day up to 25 working days
Over 25 years	27 working days

Employees may "sell back" to the Borough at full rate (i.e. current base pay) five (5) days of vacation time each year. Payment is to be received with the first pay in December. Only one (1) week of vacation may be carried over to future years.

Procedure for the selection of vacations are set forth in ARTICLE IV – WORKING CONDITIONS.

B. HOLIDAYS

There will be eleven (11) paid holidays per year, these holidays being:

- | | | | |
|----|------------------|-----|--------------------------------|
| 1. | New Year's Day | 7. | Veterans Day |
| 2. | Good Friday | 8. | Thanksgiving Day |
| 3. | Easter Day | 9. | Day following Thanksgiving Day |
| 4. | Memorial Day | 10. | Christmas Eve |
| 5. | Independence Day | 11. | Christmas Day |
| 6. | Labor Day | | |

It is agreed that because Departmental operations do not allow these days to be taken as time off when they occur, each employee will receive, in addition to the regular pay for each day as it is worked, a lump-sum payment computed at the straight hourly rate of pay for all eleven (11) holidays. This lump sum payment will be included as part of the final pay for the month of October in each calendar year. On Christmas Eve, Thanksgiving Day and Independence Day holidays, a bargaining unit employee will be paid time and one-half (1 ½) in addition to the holiday benefit itself when the bargaining unit employee actually works on the holiday.

C. SICK LEAVE

1. Bargaining unit members shall be entitled to fifteen (15) days of sick leave per year. The annual grant of sick leave shall be made on the first day of each calendar year.

2. Sick leave days which are not utilized shall be accumulated without limitation. At retirement, the Borough will buy back from employees all unused sick leave, up to a maximum of one hundred fifty (150) days at a rate of Fifty Dollars (\$50.00) per day.

3. Employees may "sell back" to the borough five (5) days of sick leave each year from the current year's allotment of sick days at full rate (i.e. current base pay rate) to be received with the first pay in December.

4. Any employee who is absent more than three (3) consecutive days because of illness may be required to submit to the Chief of Police a Physicians' certificate verifying that such absence was due to illness and said employee is physically fit to return to duty. In addition, the Borough reserves the right to have any employee who has been off work three (3) or more consecutive days due to an alleged illness examined by a physician of the Borough's own choice. In the event that the Borough exercises its option to have such an employee so examined, said employee shall not be permitted to return to duty until the Borough's physician certifies that he/she is physically fit for duty. Any employee failing to submit the aforesaid Physician's certificate within seven (7) days after returning to duty or who refuses to be examined by the Borough's

physician shall not be paid for the days he/she was absent. An employee qualifying for the aforesaid sick leave benefits shall be paid an amount equal to the regular salary he/she would have been paid had he/she worked for each day the employee was absent due to illness.

5. Each employee shall be advised in writing by February 28 of each year as to his/her total accumulated sick leave.

6. Sick leave may be utilized in increments of four (4) hours when the employee is incapacitated by sickness or non work-related injury, or for medical, dental, optical or chiropractic visits. Sick leave may also be used to attend to either personal or family illnesses, injuries, medical, dental, optical or chiropractic visits. Family is limited to spouse, children, mother, father, mother-in-law and father-in-law.

7. After the first three (3) illnesses within a calendar year in which an employee has used one (1) or more sick days, any successive requirements for use of a sick day shall require that the employee notify the Police Desk of the nature of the problem necessitating the use of the sick day. In addition, a telephone number will be left with the Police Desk so that a contact point is had for the employee. Should the employee be required to leave his/her home or hospital, he/she will notify the Police Desk of the fact. The employee will also grant access to any visiting supervising Officer at any reasonable hour and fully and accurately inform him/her of the nature of the illness or injury.

8. An employee on extended disability as of the first of the calendar year shall not receive the annual grant of sick days until he/she is certified by a physician for return to full duty.

9. In the event that an officer utilizes more than fifteen (15) sick days in a calendar year, without providing a Physician's certificate of illness, the officer shall forfeit his entitlement to collect the annual longevity payment the following year. Any sick days taken during the year for which the officer provides a Physician's certificate of illness shall not count towards the fifteen (15) day benchmark identified in this paragraph. For example, an officer that uses seventeen (17) sick days but provides a Physician's certificate of illness for three (3) of the days shall be deemed to have used fourteen (14) sick days for purposes of the annual sick day/longevity waiver discussed in this paragraph no. 9.

D. BEREAVEMENT LEAVE

In the event of the death of the employee's father, mother, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, said employee shall be entitled to an emergency leave of five (5) working days at regular pay.

E. ON-DUTY DISABILITY PAY

Any employee who is injured in the performance of his/her duties on behalf of the Borough, and by reason thereof is temporarily incapacitated from performing his/her Borough duties, shall be paid by the Borough his/her full rate of salary. During that time, salary for temporary incapacity shall be paid by the Borough. Any worker's compensation received or collected by any such employee for such period shall be turned over to the Borough, and if such payment shall not be made by the employee, the amount so due the Borough shall be deducted from any salary then or thereafter becoming due and owing. An officer who is receiving Heart and Lung Benefits is receiving his full salary, based upon a regular schedule. Therefore, the officer will not be paid overtime for training or court time or for attending a meeting with the Borough during regular business hours. These duties will be part of the officer's regular schedule while on Heart & Lung Benefits.

F. INSURANCE

1. Off-Duty Long Term Disability

- a. The Borough shall provide an insurance policy for the employees providing off-duty long term disability benefits whereby an employee who is injured off the job or suffers an extended illness shall receive, after a ninety (90) day waiting period, a benefit equivalent to two-thirds (2/3) of his/her base pay. The Borough shall assume 100% of the cost of that benefit. It is agreed that any policy provided shall contain the provision that any benefit amount due is payable until the death of the employee or age sixty-five (65), whichever occurs first.
- b. It is understood and agreed that an employee cannot receive both the sick leave pay from the Borough and the benefit provided by the Borough under the aforesaid disability policy for the same periods of time. During any such overlapping periods, the Borough shall deduct from the employee's pay an amount equal to the benefit which he/she is entitled to receive under the aforesaid insurance policy.
- c. It is agreed that an employee cannot use any of his/her accumulated sick time if he/she is injured during the course of secondary, non work-related employment.

2. Health Insurance

- a. The Borough shall provide the Highmark PPO Blue Plan with no in-network deductible to all eligible bargaining unit members. The Borough shall pay the cost of the premium. Employees shall be responsible for all of their own co-pays.

The Borough of Dormont may, in order to reduce costs or cost increases, change plans and/or carriers to “substantially comparable” coverage. “Substantially comparable” coverage in this contract does not mean equal or equivalent. The union however, retains the right to grieve the Borough’s determination that a plan and/or carrier is “substantially comparable.” When the Borough decides to change the plan or carrier, it will provide the union with details of the current plan and the new “substantially comparable” plan. If the union does not agree that the plan or carrier selected by the Borough is “substantially comparable,” it will so state, in writing, to the Borough within fourteen (14) calendar days of the plan and/or provider being presented to the union by the Borough, or such longer period as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Borough may not unilaterally implement the proposed new plan and/or carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this “substantially comparable” issue shall be issued within forty-five (45) calendar days of the union’s written notice contesting that the plan selected by the Borough is “substantially comparable” and shall be final and binding and will determine if the Borough is authorized to implement the new plan or provider.

- b. The Borough shall also provide high-option Dental Plan coverage for the employee and their families. The Borough will pay Twenty Dollars (\$20.00) per employee per month toward said plan. The Borough will pay one-third (1/3) of the remaining cost and the employee will pay two-thirds (2/3) of said cost.

3. Life Insurance

The Borough agrees to provide the following coverage and to pay all premiums necessary to cover the employees as follows: Life insurance of Fifty Thousand Dollars (\$50,000.00) with accidental death and dismemberment of One Hundred Thousand Dollars (\$100,000.00).

G. PERSONAL DAYS

Each employee is to be granted two (2) personal days during the calendar year, to be selected at his/her option. Procedures for the scheduling of personal days are set forth in ARTICLE IV – WORKING CONDITIONS.

H. There will be no accrual of any form of paid leave during any type of leave of absence in excess of 30 days. For example, the lump sum payment for holidays in Article III, Paragraph B, will not include the payment for any holidays during the period that the police officer was on a leave of absence in excess of thirty days.

IV. WORKING CONDITIONS

A. SENIORITY

The parties agree to accept the principal of seniority in respect to the picking of predetermined schedules and vacation. After six (6) months of continuous service with the Borough, each employee shall have seniority within their respective job classification (Police Officer or Police Sergeant). Seniority credit is within rank or grade and cannot be transferred between job classifications as it applies to the picking of schedules, vacations or the eligibility of shift work or shift overtime.

Call out rights will be based on total length of continuous Police service with the Borough.

All other aspects of seniority (e.g. longevity, accrued vacation time and accrued sick leave time) shall be by the total length of service regardless of job classification with the Borough.

B. SCHEDULING

It is agreed that all scheduling will be unique to the job classification. A work schedule will be established by the Chief of Police in which the available shifts and corresponding pass days for that shift will be clearly indicated. Each scheduling period will commence and end on the following rotation:

1. First Monday in January until the Sunday before the first Monday in April.
2. First Monday in April until the Sunday before the first Monday in July.
3. First Monday in July until the Sunday before the first Monday in October.
4. First Monday in October until the Sunday before the first Monday in January.

The Chief of Police will determine what shifts to post, including pass days. During each three (3) month scheduling period, pass days will rotate within each shift.

The Chief of Police will post the available schedule one (1) month before the end of each preceding period. Each employee shall be contacted and directed to pick an available shift. All contacts, requests, and picks will be done via seniority within the job classification from most senior officer to least senior Officer. If an employee fails to pick a shift schedule within three (3) working days from the direction of the Chief of Police, that employee will forfeit all seniority rights for schedule selection within the job classification for that scheduling period.

The posted shift schedules will adhere to the following guidelines:

1. All shifts will have two (2) consecutive days off within the work week.
2. The Chief of Police will at all times attempt to schedule sixteen (16) hours off between shifts. The only exception to this guideline will be when denied manpower exceeds the available personnel or when the employee is working an overtime shift.
3. Switching hours will be permitted between employees. Switching of entire rotations is prohibited. The responsibility for the coverage of a shift is always the responsibility of the employee who is originally scheduled to work that shift.

It is agreed that Police Officers will report for duty and be able to commence working fifteen (15) minutes before the regular scheduled hour for them to report to work. Police Officers will be granted forty-five (45) minute lunch periods each shift.

C. ASSIGNMENT OF OVERTIME

1. For the purposes of determining the assignment of overtime, three (3) daily work shifts are established with respective hours of each shift:

Shift A:	7:00 AM to 3:00 PM
Shift B:	3:00 PM to 11:00 PM
Shift C:	11:00 PM to 7:00 AM

If a shift other than those enumerated above now exists or is established in the future, assignment will be made to one (1) of the three (3) enumerated shifts based on the time allocation of the majority of hours of the odd shift within the three (3) daily work shifts. For example, a shift established from 8:00 PM to 4:00 AM will be identified as part of Shift C, since five (5) of the hours worked on that shift fall within the 11:00 PM to 7:00 AM time block for Shift C. If an odd shift was to be created so that the hours worked were split evenly between two established shifts, assignment to a shift will be at the discretion of the Chief of Police.

All overtime assignments shall be offered in accordance within the shift and by seniority as follows:

When additional work must be performed on any shift or when an employee is absent and cannot work his/her regular work shift due to disabilities caused by accident or illness, the necessity to appear in court as a witness, death in the family, or approved leave of absence, and a substitute is needed, the call out procedure will be completed in the following order:

1. Dormont Policemen on a pass day but working the same shift.
2. Dormont Policemen on a pass day but not working the same shift.
3. Dormont Policemen not on a pass day and working other shifts, on a straight seniority basis.
4. Splitting the shift into four (4) hour segments and offering it to officers pursuant to paragraphs 1, 2 and 3 above.

In the event that none of these methods allow the shift to be filled, the Borough shall have the right to hold an officer over from a preceding shift.

2. During vacation periods, it is understood that Police Officers will work their regular pass days when scheduled by the Chief of Police.
3. The Borough reserves the right to schedule overtime for 4 hour periods at any time.
4. If an emergency situation occurs, such as a fire, bad accident or any other such occurrence that poses a threat to the public safety, health or welfare, it is agreed that any employee may be assigned to abate the situation regardless of whether the work is overtime or not, irrespective of seniority.
5. If an employee is called by telephone and an answering machine is contacted, a message will be left on the machine and the next appropriate person will be contacted for overtime. If the next person is contacted and accepts before the previous employee returns the call after receiving his/her message on the answering machine, the succeeding person is awarded the overtime assignment. If, however, the first person calls before the succeeding person accepts, then the first person is awarded the overtime.
6. If contact is made for an overtime assignment and that opportunity is refused and then a second opportunity occurs, the next senior person will be contacted. The first denial will be deemed a denial for all successive opportunities and there will be no repetition of calls to inquire about interest in successive overtime during that shift.
7. Any posted overtime shall be filled a minimum of 72 hours before the start of the overtime shift. If there are less than 72 hours remaining when an overtime shift becomes available, it shall be filled immediately. The provisions for calling officers in Item 5 of the Assignment of overtime shall be followed when filling the overtime to meet

the 72 hour provision. Any officer who is aware of posted overtime may make Supervisors aware in the advance that he/she will take the overtime if the opportunity to work that overtime comes down to him/her. If an officer takes advantage of this opportunity to leave notice of intent to take overtime, it is that officer's responsibility to see if he/she was awarded the overtime to be present on duty if they were.

D. WORK WEEK

The work week shall start at 7:00 AM Monday.

E. SHIFT REQUIREMENTS

The Borough shall have the inherent managerial prerogative to determine the number of officers in the Department, the number of officers assigned to a shift, and whether officers absent from a shift will be replaced. The Borough shall not be required to have any number of officers on a shift, nor shall it be required to have a particular number of officers of any rank on a shift. The minimum staffing requirements set forth in prior collective bargaining agreement has been eliminated.

1. The Chief of Police shall work Monday through Friday from 7:00 AM to 3:00 PM. If two (2) overtime spots are created on any given shift due to officers being off of work, the Chief of Police may elect to fill one of the spots on his own. This shall only apply to shift overtime.

F. TRAINING

All opportunities to attend schools/training which are deemed appropriate by the Chief of Police will be posted in advance. Any interested officer will have the opportunity to sign up and present his qualifications to be considered for that school/training.

The Chief of Police will make the final decision concerning all training assignments, and the Chief's decision shall not be subject to the Grievance Procedure and Arbitration Provisions of the Agreement. If an Officer does not sign up for training, the Chief may still assign that Officer for training. If there is not sufficient time to post the training opportunity in advance, the Sergeants/OICs on duty will call Officers to find out if they are interested.

G. SPECIAL ASSIGNMENTS

Special Assignments will be defined as those assignments that result in regular, recurring, O.T., that require some specialized training to perform, including, but not limited to: DARE Officers, DANET/Drug Task Force, Crime Scene Technician, etc.

1. All openings for Special Assignments will be posted and any interested officer will have the opportunity to sign up and present his qualifications/desires to be considered for that Special Assignment.

2. The Chief will meet with all non-candidate Sergeants and obtain their input into the selection for Special Assignment.

3. Each Special Assignment will be for a term of three years at which point it will be posted again. The re-posting of a Special Assignment will not preclude an officer currently assigned to the position from applying for another term.

4. The Chief of Police will make all final decisions relating to Special Assignments, and the Chief's decision shall not be subject to the Grievance Procedure and Arbitration Provisions of the Agreement. The Association agrees that seniority is not a factor in determining Special Assignments.

V. PENSION AND RETIREMENT

- A. The parties hereto acknowledge that the Borough has provided for a Police Pension Fund under Ordinance No. 1457. All Police Officers shall be covered by said pension fund. It is the intention of the parties that the Police Pension Plan shall be in compliance with Act 600, as amended, and as it may be amended in the future.
- B. The final average monthly salary of said pension is to be calculated on the basis of the employees' last thirty-six (36) months of employment.
- C. The normal monthly retirement benefit shall be equal to fifty percent (50%) of the employee's final monthly average salary.
- D. Employees shall be eligible for normal retirement after twenty-five (25) years of service and attainment of age fifty (50).
- E. There shall be a survivor's benefit equal to fifty percent (50%) of the participant's benefit, payable to a surviving spouse for the remainder of the spouse's life. If there is no surviving spouse or if the spouse dies, the participant's children will share the benefit until the age of eighteen (18), or until age 23 if attending college (minimum of seven credits per semester).
- F. There shall be a provision for one hundred percent (100%) vesting after twelve (12) years of service, so that an eligible participant would receive a benefit at normal retirement equal to their accrued benefit, which would be defined as fifty percent (50%) of the final monthly average salary calculated at the date of termination, multiplied by the ratio of completed service to date of termination over service to normal retirement.

- G. An Officer who shall incur a total and permanent disability, which is a direct result of, and which occurs in, the line of duty of employment, shall receive a disability retirement benefit in an amount equal to 50% of the Officer's salary at the time the disability was incurred, provided that any Officer who receives a disability retirement shall have his/her disability benefits offset or reduced by the amount of any benefits received for the same injury under the Social Security Act (49 Stat. 620, 42 U.S.C. §301 *et seq.*).
- H. An additional service increment benefit shall be added equal to Twenty Dollars (\$20.00) per month for each completed year of service in excess of twenty-five (25) with a maximum increment of One Hundred Dollars (\$100.00).
- I. If the pension plan should need the contributions of the Police Officers to remain actuarially sound, it is agreed that Police Officer contributions, to the legal maximum if necessary, can be required before the Borough would have to make contributions to the police pension plan from its general revenues. It is also agreed that before such contributions are required of the Police that the Borough would allocate all of the Act 205 monies coming into the Borough from the Commonwealth because it has a police department with a police pension plan. Except in those circumstances, the Borough remains free to allocate its Act 205 monies pursuant to the authority and requirements in act 205. The Borough and the Association have agreed that Police Officer contributions to the pension plan shall be seven percent (7%) during calendar years 2006 and 2007.
- J. Each employee who shall retire and receive a retirement benefit shall be entitled to receive a cost of living adjustment to the amount of benefit payable to the employee exclusive of any service increment benefit. Such cost of living adjustment shall be determined on an annual basis by applying a multiplier which is the version of the national CPI-U generally held to most accurately measure the "market basket" of goods and services bought and sold and shall not exceed any of the following limits: (1) the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the year in which the participant was last employed as an employee of the employer; (2) the total retirement benefits payable under the plan shall not exceed seventy-five percent (75%) of the employee's final monthly average salary; (3) the total cost of living increase shall not exceed fifteen percent (15%) of the participant's retirement benefit under the plan; and (4) the cost of living adjustment shall not impair the actuarial soundness of the Pension Plan.

- K. The parties hereto also agree that the Borough will pay to each employee who retires after the effective date of this Agreement the sum of Three Hundred Fifty Dollars (\$350.00) per month toward the purchase of health insurance coverage. An employee shall not be eligible for this payment if, after retirement, he/she obtains outside employment that provides health insurance coverage, or has health insurance through his/her spouse's coverage. An employee must obtain health insurance coverage to be eligible for said payment. Said payments shall continue until the employee is eligible for Medicare.
- L. The Killed in Service benefit has been assumed by the Commonwealth of Pennsylvania and the Borough shall no longer provide any benefit for an officer killed-in-service.
- M. DEFERRED RETIREMENT OPTION PLAN

Section 1 Definitions

DROP – The Deferred Retirement Option Plan created as an optional form of benefit under the existing Borough of Dormont Police Pension Plan.

DROP Account – A Separate ledger account created to accumulate the DROP pension benefit for a DROP participant.

Member – a full-time Borough of Dormont police officer covered by the Plan.

Participant – A member who is eligible for normal retirement and who has elected to participate in the DROP program.

Plan – The Borough of Dormont Police Pension Plan adopted pursuant to Act 600.

Section 2 Drop Pension

(A) *Eligibility.* Effective January 1, 2007, members of the Borough of Dormont Police Association bargaining unit that have not retired prior to the implementation of the DROP program, may enter into the DROP on the first day of any month following the attainment of age 52 and the completion of 26 or more years of credited service with the Borough of Dormont.

(B) *Written Election.* An eligible Member of the Plan electing to participate in the DROP program must complete and execute a “DROP Election Form” prepared by the Borough of Dormont Manager and/or the plan administrator, which shall evidence the Member's participation in the DROP program, and document the Participant's rights and obligations under the DROP. The form must be signed by the Member and the Chief Administrative Officer of the Plan and submitted to Borough of Dormont, at least 30 days

of the date on which the member wishes the DROP election to be effective. The DROP Election Form shall include an irrevocable notice to the Borough of Dormont by the Member, that the Member shall terminate from employment with Borough of Dormont Police Department effective on a specific date three (3) years from the effective date of the DROP election. In addition, all retirement documents required by the Borough of Dormont Police Pension Plan Administrator must be filed and presented to the Borough of Dormont Commissioners for approval of retirement and commencement of the monthly pension benefit. Once the retirement application has been approved by the Commissioners, it shall become irrevocable.

After a member enters the DROP program, contributions to the pension plan by the Participant and the Township will cease, and the amount of the monthly benefits will be frozen except for any applicable cost-of-living adjustment (COLA) increases awarded to all pension recipients.

Members shall be advised to consult a Tax Advisor, of their choice, prior to considering the DROP program, as there may be serious tax implications and/or consequences to participating in the DROP program.

(C) *Limitation on Pension Accrual.* After the effective date of the DROP election, the Participant shall no longer earn or accrue additional years of continuous service for pension purposes.

(D) *Benefit Calculation.* For all Plan purposes, continuous service of a Member participating in the DROP program shall remain as it existed on the effective date of commencement of participation in the DROP program. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Borough of Dormont Police Pension Plan. The average monthly pay of the Member for pension calculation purposes shall remain as it existed on the effective date of commencement of participation in the DROP program. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Plan. The pension benefit payable to the Participants shall increase only as a result of Cost-of-Living Adjustments (COLAs), effective on or after the date of the member's participation in the DROP program.

(E) *Payments to DROP Account.* The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit shall, upon the Member commencing participation in the DROP program, be credited on the first day of each month into a separate ledger account established by the Plan Administrator to track and accumulate the Participant's monthly pension benefits. This account shall be designated the DROP Account. The DROP Account shall not contain a guaranteed interest rate. The account shall be managed by the Plan Administrator pursuant to the same fiduciary obligations and principles applicable to management of the municipal pension plans. The DROP Account shall be an interest-bearing account, which shall be compounded monthly. All interest earned on

the DROP Account will be for the benefit of the Participant. All interest credited to the DROP Account will be included in the final cash settlement.

(F) *Early Termination.* A Participant may withdraw from the DROP program at any time and effectuate a complete retirement from service. No penalty shall be imposed for early termination of DROP participation. However, the Participant shall not be permitted to make any withdrawals from the DROP Account until DROP participation has ended.

(G) *Payout.* Upon the termination date set forth in the DROP Election Form or on such date as the Participant withdraws or is terminated from the DROP program, if earlier, the normal retirement benefits payable to the Participant or the participant's beneficiary, if applicable, shall be paid directly to the participant or beneficiary and shall no longer be credited to the DROP Account. Within thirty (30) days following the actual termination of a Participant's employment with Borough of Dormont, the accumulated balance in the DROP Account shall be paid to the Participant in a single lump-sum payment. Such payment shall be made either in cash, subject to any federal withholding as may be required, or as a direct rollover to an Individual Retirement Account (IRA). If the Participant selects the rollover option, he or she must also submit the appropriate paperwork from the IRA custodian within twenty (20) days following termination.

(H) *Death.* If a Participant dies before the DROP Account balance is paid, the participant's beneficiary under Act 600 shall have the same rights as the Participant to withdraw the DROP Account balance. The monthly benefit credited to the participant's DROP Account during the month of the Participant's death shall be the final monthly benefit for DROP participation.

(I) *Killed-In-Service Survivor Benefit.* The Killed in Service benefit has been assumed by the Commonwealth of Pennsylvania and the Borough shall no longer provide any benefit for an officer killed-in-service.

(J) *Amendment.* Any amendments to the DROP Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement or state or federal law, and shall be binding upon all future Participants and upon all Participants who have balances in their DROP Accounts.

Section 3 Effective Date

The Effective Date of the DROP program will be January 1, 2007.

Section 4 Severability

The provisions of the DROP Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of this Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of Borough of Dormont that this Ordinance has been adopted as if such unconstitutional or illegal provision or provisions had not been included herein.

Section 5 Pending Legislation

In the event of the passage of legislation governing DROPs in the Commonwealth of Pennsylvania, this Ordinance shall be amended to comply with any new legal requirements set for thin such legislation. The application of any amendments to police officers actively employed as of the effective date of any such legislation shall be governed by and consistent with constitutional principles applicable to the pension and retirement benefits.

N. PRETAX PENSION CONTRIBUTIONS

The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that police officers will be able to make their pension contributions on a pretax basis effective January 1, 2007. Under current law, this only applies to federal income tax. Internal Revenue Code §414(h)(2). The pre-tax employee pension contributions are contingent upon the Borough obtaining any necessary application and/or obtaining the necessary governmental approvals.

VI. MISCELLANEOUS

A. RESIDENCY REQUIREMENTS

Police Officers need not reside within the territorial limits of the Borough. In the event that Police Officers chooses to reside outside of the Borough, he/she must establish residency within a thirty-five (35) mile radius of the Dormont Borough Municipal Building.

In the event that a Police Officer establishes residency outside of the aforesaid thirty-five (35) mile limitation, such employee shall be subject to disciplinary action, including the right of the Borough to discharge said employee.

B. NO STRIKE CLAUSE

The parties hereto mutually agree that there shall be no strike, work stoppage, slowdown, sit-down or picketing by employees or their representatives nor shall there be any lock-out by the Borough.

C. GRIEVANCE PROCEDURE

1. In the event there is any grievance, dispute or difference between an employee and the Borough with respect to the interpretation or application of any provision of the Agreement, there shall be an earnest effort made to settle or dispose of such matters promptly by negotiations between the appropriate designated representatives of such parties in the manner provided in this Grievance Procedure. For convenience, all such grievance, disputes and differences will be called grievance in the Agreement and its administration.

2. The grievance and arbitration procedures hereinafter set forth shall govern and apply to all grievances between the employees and the Borough involving the interpretation and application of any of the provisions of this Agreement, provided, however, that disputes involving suspensions and dismissals shall be governed by the applicable provisions of the Pennsylvania Borough Code and Civil Service Rules of the Borough. The employee, however, shall have the right to grieve all matters of discipline, provided that once an Officers selects to proceed under the grievance procedure rather than the Civil Service procedure, the selection can not be changed.

3. An employees' Grievance Board is hereby established. The number of board members, their term of office and manner of appointment shall be determined by the employees. In the event a Grievance Board member has a grievance he/she shall not sit as a Grievance Board member in the particular case. Members of the Grievance Board shall not be compensated by the Borough for the time spent in the function. However, if a Grievance Board member loses time from his/her regular shift while attending a meeting with the Borough representative, h/she shall receive his/her regular pay for such shift and will not be required to make up such lost time.

4. A grievance shall be negotiated when necessary to reach a final decision in each of the following steps between the duly designated and appropriate representatives of the parties specified in each step.

5. If no decision is made by a representative at any step in the time and manner herein specified, such failure to render a decision shall be construed as an unsatisfactory decision, and the party entitled to such a decision shall have the right to take an appeal to the next step in the same time and manner as an appeal in the case of unsatisfactory decision.

6. The following are the grievance steps and representative of the parties therein:

- Step 1: Any employee who has a grievance shall, within five (5) Days of the occurrence thereof, discuss the same with the Chief of Police.
- Step 2: If within five (5) days there is no satisfactory settlement in thereof, the grievance shall be submitted by the aggrieved employee to the Grievance Board. The Grievance Board shall within seven (7) days from the date it receives the grievance submit the same to the Borough Manager.
- Step 3: If within seven (7) days of the submission of the grievance to the Borough Manager there is no satisfactory settlement of the grievance, the Union may request a list of seven (7) neutral grievance arbitrators from the Federal Mediation and Conciliation Service or the Pennsylvania Bureau of

Mediation. The parties shall meet within five (5) days after the receipt of such a list. The parties shall choose a neutral arbitrator by alternate striking from the list of seven (7) with the first strike obligation alternating from grievance to grievance beginning with the Employer first.

7. The neutral arbitrator shall be authorized only to interpret and apply the provisions of this Agreement insofar as shall be necessary for ruling upon a grievance, but shall not have authority to alter or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Such decision and the reasons in support hereof, shall be in writing.

8. Grievance procedures must be initiated and appeals taken in the manner and within the time limits set forth in each of the grievance steps outlined herein in order to be considered. Failure to comply with grievance procedures shall bar further discussion or appeal.

9. The fee and expenses of the neutral arbitrator in the grievance procedure shall be borne equally by both parties.

D. REOPENING PROVISIONS

1. The parties agree that during the term of this contract, it is not to be reopened for pay raises or pay reductions without approval of a majority of the bargaining unit and with the agreement of management.

E. POLICE BILL OF RIGHTS

1. When an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be deemed as unfounded and any record of it shall be expunged after one (1) year.

2. When any complaint is filed greater than six (6) months after the alleged event complained of which, if true could not lead to a criminal charge, such complaint shall be classified as unfounded.

3. If an interviewed or interrogated Police Officer writes a statement, has a transcript taken or any mechanical record made, a copy of the statement or record must be provided to the Police Officer at no cost to the Officer.

4. In the event that a criminal charge is brought against a Police Officer, a copy of all written complaints, statements, and any records involved in an investigation of alleged misconduct must also be provided to the Police Officer.

5. If criminal charges can be brought against the Police Officer as a result of a complaint of alleged misconduct, the Police Officer shall have afforded Garrity

protections to any statements he or she is required to make during the course of an employment investigation.

6. At the request of the Police Officer who is being interviewed or interrogated, he/she shall have the right to have a representative from the Police Association present at all times during the interview or interrogation. The interview or interrogation shall be suspended for a reasonable period of time until such representation can be obtained.

7. The Police Officer shall have a right to a hearing before a neutral arbitrator to decide any issues or resolve any disputes relative to his/her employment or benefits as set for the in this Agreement.

F. DRUG AND ALCOHOL POLICY

The Borough reserves the right to negotiate a Drug and Alcohol Testing and Treatment Program Clause within the terms of this collective bargaining agreement.

G. PAST PRACTICE – AS IS CLAUSE

All existing benefits, practices, and working conditions previously enjoyed by the members of the bargaining unit that are not modified by this Agreement shall remain “as is.”

H. PART TIME POLICE OFFICERS

The parties agree that during the term of this Agreement should the Borough decide to hire part time Police Officers, their utilization will be negotiated with the Union and their working conditions will be governed by an addendum to this contract.

I. DISCIPLINE

In the event the Chief of Police imposes a disciplinary suspension without pay upon an officer, and the suspension without pay survives the officer's appeals through either civil service or the contractual grievance procedure, the suspended officer shall forfeit his or her entitlement to collect the annual longevity payment for the following year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS:

BOROUGH OF DORMONT

BOROUGH MANAGER

PRESIDENT OF COUNCIL

WITNESS:

DORMONT POLICE
ASSOCIATION



MEMORANDUM

Date: December 17, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Resolution No. 02-2014 – FY 2014 Fee Schedule Amendments

Background:

Each year, pursuant to the Borough's Code of Ordinances, Council is required to adopt a fee schedule for the Borough for the coming Fiscal Year. Council did so this past December for Fiscal Year 2014. Among the fees approved were fees for room rentals at the Thomas Lloyd Recreation Center.

Discussion:

When we updated the fee schedule to raise the flat rate for the rental of the Thomas Lloyd Recreation Center, we put in missing language as to the amount of hours that flat rate gave you. We put in the same hours as for the weekday rental, 4 hours. However, because of some concerns from Council and potential renters, we reviewed our rates versus that of our neighbors. And while we are lower than some (Mt. Lebanon, Bethel Park and Upper St. Clair) we were higher than some also (Green Tree and Scott). Because of this we have decided that instead of the flat fee being for 4 hours, we should instead make it for 6 hours. This brings our rates to a competitive level with all of the surrounding communities.

In addition, we neglected to place into the Fee Schedule the new Alcohol Permit Fee that applies to rentals on Borough property. This fee was approved by Council last year and simply needs to be codified in our Fee Resolution.

Therefore I would request that Council authorize the following new or revised fees to be included in the Fee Schedule:

Alcohol Permit Fee:	\$40
Recreation Center, Weekend Rental:	\$350 for the first 6 hours

The attached Resolution No. 02-2014 identifies these fees for inclusion in the Borough's overall fee schedule.

Recommendation:

I recommend that Council approve Resolution No. 02-2014 and amend the FY 2014 Fee Schedule.

JN

Attachment



BOROUGH OF DORMONT

RESOLUTION 02-2014 BOROUGH FEE SCHEDULE AMENDMENT

A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE SCHEDULE OF FEES ASSOCIATED WITH THE BOROUGH'S ALCOHOL PERMITS AND RENTAL OF THE THOMAS LLOYD RECREATION CENTER FOR THE YEAR 2014.

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

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

WHEREAS, the fees for the rental of the Thomas Lloyd Recreation Center should be adjusted to be competitive with the surrounding community;

WHEREAS, the fees for an Alcohol Usage Permit were approved by Council but should be reflected in the Borough's Fee Resolution;

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

Alcohol Usage Permit: \$40
Thomas Lloyd Recreation Center, Weekend Rental: \$350 for up to 6 hours

Said fees shall be effective January 1, 2014, unless otherwise noted, and shall remain in force until otherwise amended by the Borough Council.

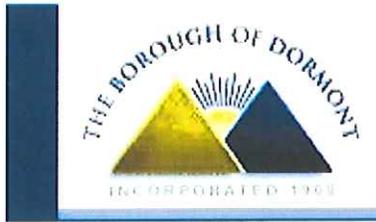
ADOPTED this 6th day of January, 2014

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal
Borough Manager

Willard McCartney
Council President



MEMORANDUM

Date: December 17, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Exterior Light Fixture Approval – 3265 West Liberty Avenue

Background:

Section 181-22 of the Borough of Dormont Code regulates the projections into the area of the sidewalk in the Commercial Zoning District. This Section prohibits such projections unless expressly approved by a Resolution of the Borough Council.

Discussion:

The owner of 3265 West Liberty Avenue, represented by Mr. Robert Vilella of Sign & Design submitted drawings to place signage on their façade and to add decorative lighting fixtures as well. They were informed of the prohibition in our Code noted above in a letter dated November 26, 2013. They subsequently requested that I ask Council for a Resolution authorizing the placement of the lighting even though it projects over the sidewalk.

Staff and I have reviewed the proposed lighting and location of the lighting and amount of overhang (27 inches) and feel that this would enhance the business's façade and not detract from the rest of the block. Therefore we recommend approval by Council of this lighting.

Recommendation:

I recommend that Council approve Resolution No. 03-2014 which permits overhanging lighting at 3265 West Liberty Avenue.

JN

Cc: Pat Kelly, Building Official

Attachment



BOROUGH OF DORMONT

RESOLUTION 03-2014 BOROUGH FEE SCHEDULE AMENDMENT

A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BUSINESS LOCATED AT 3265 WEST LIBERTY AVENUE TO PLACE LIGHT FIXTURES ON THEIR FAÇADE THAT OVERHANG THE SIDEWALK.

WHEREAS, Section 181-22 of the Code regulates projection in the area of a sidewalk in the Commercial Zoning District; and

WHEREAS, Section 181-22 prohibits any projections over the area of a sidewalk in the Commercial Zoning District unless approved by a Resolution of the Borough Council; and

WHEREAS, the owner of the property located at 3265 West Liberty Avenue, through their agent, Mr. Robert Villella, has requested Council authorization to place lighting on their façade that will overhang their sidewalk; and

WHEREAS, Borough staff does not feel that such lighting is detrimental to the character of the block this business is located on;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the owners of 3265 West Liberty Avenue are permitted to place exterior lighting on their façade that overhangs the sidewalk as described in their application.

ADOPTED this 6th day of January, 2014

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal
Borough Manager

Willard McCartney
Council President



BOROUGH OF DORMONT

PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
JEFF NAFTAL

MAYOR
THOMAS R. LLOYD

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
WILLARD MCCARTNEY, PRESIDENT
JOAN HODSON, VICE PRESIDENT
EUGENE BARILLA
YVONNE COSTANZO
JEFFREY FABUS
JOHN MAGGIO
VALERIE MARTINO

November 26, 2013

Mr. Robert Vilella
Sign and Design
1403 5th Avenue
Arnold, PA 15068

RE: REQUEST FOR ZONING DETERMINATION
3265 WEST LIBERTY AVENUE

Dear Mr. Vilella,

I have reviewed the additional materials you provided for your proposals for improvements to the property located at the above address and have the following comments:

1. The signage proposed are considered "wall signs" and the rules in Section 210-84 (C) (1) apply. The maximum square footage allowed is 2 square feet per linear foot of wall or a maximum of 100 square feet of signage, whichever is less. Based on your frontage you are permitted signage up to 55.33 square feet. You are proposing signage with a total area of 55.13 square feet. Therefore, the signage is now permitted pursuant to the Zoning Code.
2. The definition of "Wall" in Section 210-79 (A) says that the sign can project outward no more than 10 inches from the wall of the building. Your new information shows that the sign projects less than 10 inches from the wall so you do meet the Zoning Code requirements.
3. Section 181-22 of the Code regulates projections into the area of the sidewalk. It expressly prohibits any such projections, including your proposed lighting, unless approved by a Resolution of the Borough Council. You indicate that you wish to ask Council for such approval and so I will place this item on their January 6, 2013 Agenda. You are welcome to be at that meeting to answer any questions but it is not required.

After reviewing all of the supplemental information you have provided, you may move forward with a building permit from our Building Official for the signage but not the lighting. Please check with the Building Official or review our Fee Resolution for fees associated with this permit.

Please let me know if you have any questions about this determination.

Sincerely,



Jeffrey Naftal
Borough Manager
Zoning Official

Cc: Pat Kelly, Building Official

Jeffrey Naftal

From: Robert Villella [robert.villella@gmail.com]
Sent: Thursday, November 14, 2013 1:10 PM
To: Jeffrey Naftal
Subject: Gold Buyers Signage
Attachments: Gooseneck.jpg; Letter Installation .jpeg; Light Mounting.jpeg; Picture 18.png; Permit Application .jpeg

Mr. Naftal: Attached are revised drawings for the Gold Buyers sign we are proposing. Also are specifications for the lighting. Please inform us of any decision made by the boro.

Thank You:

--

Robert T. Villella

Sign and Design
1403 5th Avenue
Arnold, PA 15068

Phone: 724.337.7446
Fax: Call



BOROUGH OF DORMONT

APPLICATION FOR SIGN PERMIT

Application Date: _____

Applicant Name: ROBERT T. VILLELLA, SIGN & DESIGN

Business Name: LEMA, INC dba GOLD BUYERS OF PITTSBURGH #7

Business Address: 3265 WEST LIBERTY AVE

DORMONT PA 15216

Business Phone: 724.216.8111

Check One:

Permanent Sign

Temporary Sign

Number of lineal feet of storefront: 27'8"

Square feet of existing signage: 0

Square feet of proposed signage: _____

Depth of Sign as measured from building: _____

Is the sign lighted? YES

If so, how? OVERHEAD LED GOOSENECK LAMPS

Cost of Sign: \$1,900⁰⁰

Applicant Signature: Robert T. Villella

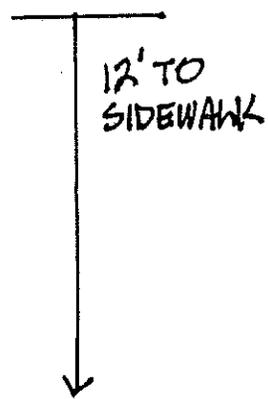
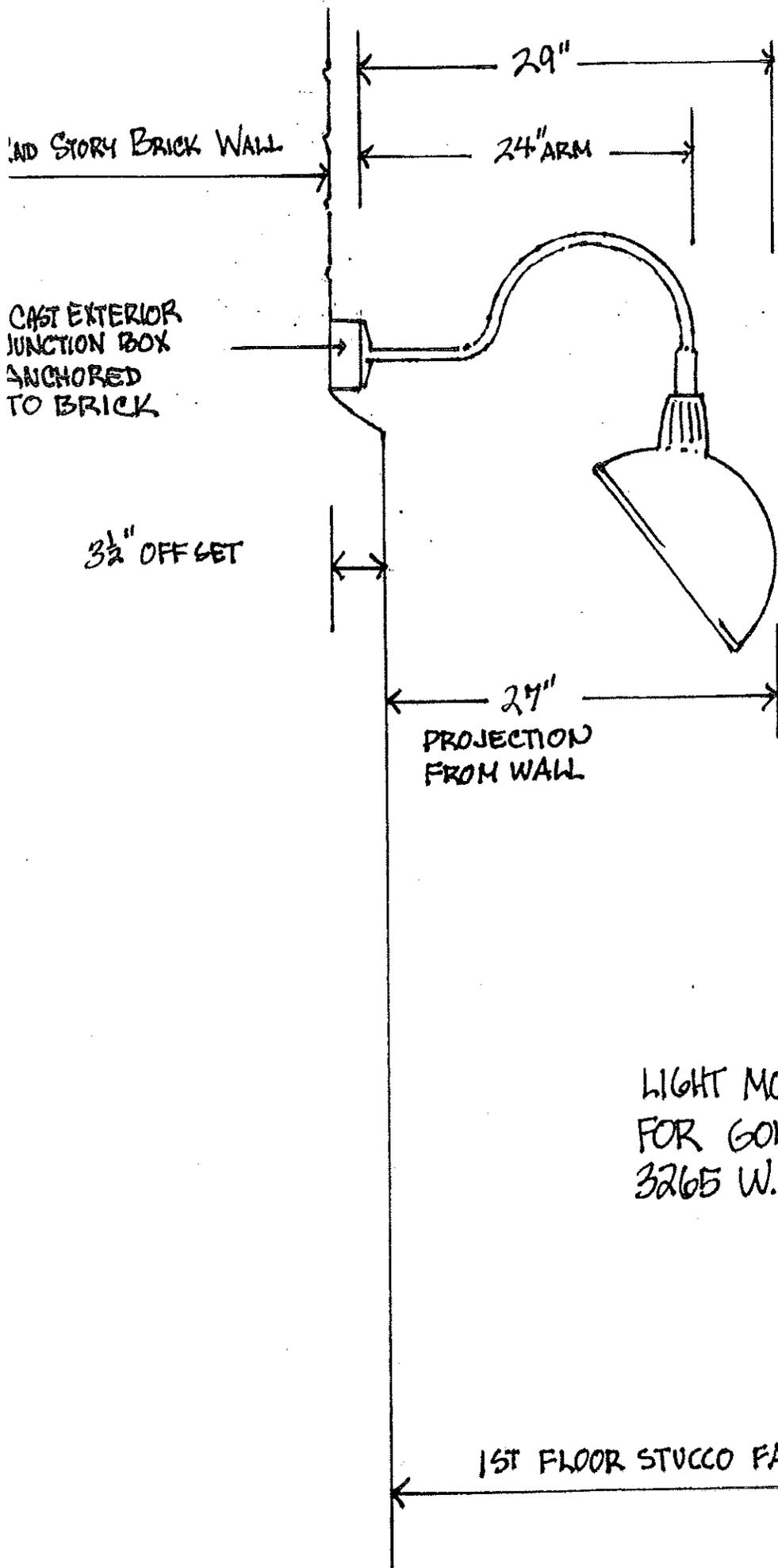
Sketch of proposed sign - Please show exact dimensions:

=====
For Official Use Only:

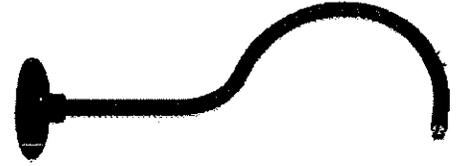
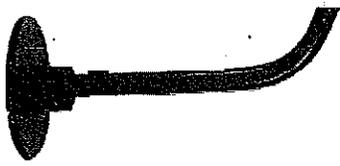
Permit Cost: _____

Approved By: _____

R.T. VILLELLA SIGN & DESIGN
1403 5TH AVE., ARNOLD PA
15061



LIGHT MOUNTING DIAGRAM
FOR GOLD BUYERS OF PCH.
3265 W. LIBERTY AVE.



GOOSE1

GOOSE1B (24" black gooseneck arm)
13W LED head and 15" Angled Dome Shade

SPECIFICATIONS

Gooseneck and Straight Arms
Use to extend fixtures away from wall

Mounting
Die-cast aluminum wall mounting plate.
Fits over recessed junction box (not included)
and mounts to wall. Mounts any fixture with 1/2"
NPS threaded hole.

Weight capacity
7 lbs.

Construction
All aluminum construction 1" diameter, 1/4"
thick extension rod with 1/2" NPS threaded
end with EZ locknut. Secures to wall mount-
ing plate with (2) stainless steel set screws.*

Swivel Arm
Directs light where you want it and
adjusts 30° in both directions

Finish
Black or white weather resistant polyester
powder coat finish

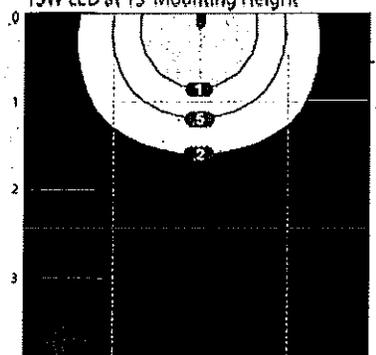
Photometrics

Layout grid represents multiples of mounting height. Values shown in Footcandles.

Values shown are for cool light only. For neutral and warm, or to design your own custom lighting layout, visit rabweb.com, search for the product you are interested in, and use the EZ Layout tool.

In addition, our application engineers can help you create a custom lighting layout for your job. For Free.

WPLED13
13W LED at 15' Mounting Height



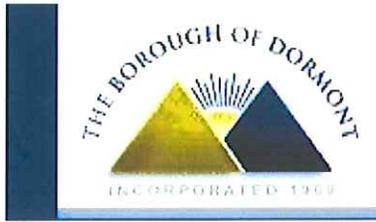
3265 West Liberty Ave
Dormont, PA 15216

39.5"  THE **GOLD BUYERS**
OF PITTSBURGH

201"

27'8"

04/22/2012 PM 10:29



MEMORANDUM

Date: December 27, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Naming the Recreation Center for Former Mayor Thomas Lloyd

Background:

At the December 2, 2013 Meeting, Council passed a proclamation which indicated that the Recreation Center would be renamed the Thomas Lloyd Recreation Center and that at this meeting in January of 2014 an Ordinance would be forthcoming to codify this.

Discussion:

The Borough Solicitor has determined that all that is required for the renaming is a resolution. The attached Resolution No. 04-2014 serves as the official documentation of the renaming of the Recreation Center to the Thomas R. Lloyd Recreation Center.

Recommendation:

I recommend that Council approve Resolution No. 04-2014 renaming the Recreation Center as the Thomas Lloyd Recreation Center.

JN

Attachment

BOROUGH OF DORMONT
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 04-2014

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA NAMING THE RECREATION CENTER OF THE BOROUGH OF DORMONT THE THOMAS LLOYD RECREATION CENTER.

WHEREAS, Thomas Lloyd served as Mayor of the Borough of Dormont for twenty years and retired at end of 2013; and

WHEREAS, Thomas Lloyd also served as a Council Member on the Borough of Dormont Council for eighteen years; and

WHEREAS, Thomas Lloyd has committed himself to years of public service, specifically serving the community's youth, through his involvement with the Dormont Athletic Boosters Association and numerous other activities; and

WHEREAS, the Council of the Borough of Dormont wants to recognize Thomas Lloyd's years of public service to the Borough by naming the Recreation Center the "Thomas Lloyd Recreation Center."

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

Section 1. The Recreation Center of the Borough of Dormont shall be named the "Thomas Lloyd Recreation Center."

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

RESOLVED this _____ day of _____, 2014, by the Council of the
Borough of Dormont.

ATTEST:

BOROUGH OF DORMONT

By: _____
Jeffrey Naftal
Borough Manager/Secretary

By: _____
Willard McCartney
President

Examined and approved by me this _____ day of _____, 2014.

By: _____
Mayor



MEMORANDUM

Date: December 23, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Award of Janitorial Services for Borough Facilities

Background:

For a number of years, the Borough has paid two contractual employees to clean Borough Hall and the Gymnasium on a part-time basis. During the Fiscal Year 2014 Budget process, Council agreed to outsource this service in an effort to provide cleaner facilities for the public and staff. Funds for this were placed in the Government Building department budget.

Discussion:

Staff solicited proposals from four (4) companies who provide corporate janitorial services. All of them have local offices and have local references. Because these are professional services, State law and our Purchasing Policy permit us to solicit quotes rather than going out to a formal bid process. The services we requested from each of the bidders are attached to this report as the "Cleaning Schedule". Each of the proposers came to our facilities, did their own measurements, evaluated what they would need in order to clean according to the schedule we provided, and then gave us a monthly price for their services. Their pricing sheets are attached to this report and the table below summarizes their annual costs:

Anago Cleaning Systems	\$35,100
JaniKing Commercial Cleaning Services	\$36,102
Coverall Health-Based Cleaning System	\$41,604
System 4 USA	\$75,972*

*The System 4 USA price includes the Recreation Center but even without that they would be the highest cost proposal.

The lowest cost proposal is from Anago Cleaning Systems. The Recreation Director has contacted their references and was given very good reviews. All of Anago's staff are bonded and insured. We have in the budget \$36,000 for this service so Anago's price came in under budget by \$900. If Council authorizes moving forward with a contract with Anago we will have the company start as quickly as possible. Until then, the Streets Department staff will maintain the facility. The first thing that Anago will do is a deep clean of the Borough Hall and Gymnasium which will make it easier to maintain in the future.

Recommendation:

I recommend that Council authorize me to execute an agreement with Anago Cleaning Systems for one year at a cost of \$35,100.

JN

Attachments

CLEANING SCHEDULE

Named Areas:

DA's Office 3x Per Week

Borough Offices 5x Per Week

Police Station 7x Per Week

Gymnasium & Stage 7x Per Week

A.	Entry, Lobby, Offices, Conference Rooms, Cubicles, Police Station, Kitchenettes, Locker Rooms, Common Area Hallways, Community Room, Gymnasium and Stairwells
B.	Restrooms & Showers

I. Daily Cleaning

A. Entry, Lobby, Offices, Conference Rooms, Cubicles, Police Station, Kitchenettes, Locker Rooms, Common Area Hallways, Community Room, Gymnasium and Stairwells

1. All trash receptacles are to be emptied and trash removed to a collection point designated by client. Spot clean as needed. Replace bag nightly.
2. Empty all Recycling into specified Container. Dispose in Recycling Dumpster.
3. Vacuum all carpeted areas.
4. Sanitize all phones, monitors, keyboards, mouse, doorknobs, etc.
5. Dust all furniture including desks, chairs, chair backs, chair legs, tables, table legs and bases, etc.
6. Dust tops of shelves, cubicles, and any horizontal ledges.
7. Scrub Kitchen floor with degreaser, Rinse Clean.
8. Damp mop roll mats.
9. Dust mop hard surface floors with a treated dust mop.
10. Damp mop hard surface floors to remove any spillage from soiled areas.
11. Spot clean walls as necessary.
12. Clean entry doors keeping them free of fingerprints, smudges, etc.
13. Wipe down baseboards and all pictures.
14. Police building entrance making sure to empty trash receptacles and ashtrays and wiping as needed.
15. Notify management of any concerns in facility.
16. Ensure all doors and security systems are properly secured.

B. Restrooms

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish minors.
5. Wipe towel cabinet covers.
6. Toilets and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors and frames.
10. Remove splash marks from walls around basins.

11. Mop and rinse restroom floors with a disinfectant

II. Weekly Cleaning

A. Entry, Lobby, Offices, Conference Rooms, Cubicles, Police Station, Kitchenettes, Locker Rooms, Common Area Hallways, Community Room, Gymnasium and Stairwells

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath all furniture.
2. Vacuum thoroughly under desks, tables, etc.
3. Thoroughly damp mop hard surface floors, taking care to get into corners, along edges, and beneath all furniture
4. Spot clean carpet if any stains exist.
5. Wipe down inside and outside of microwave.

III. Monthly Cleaning

A. Entry, Lobby, Offices, Conference Rooms, Cubicles, Police Station, Kitchenettes, Locker Rooms, Common Area Hallways, Community Room, Gymnasium and Stairwells

1. Complete all high dusting not mentioned in the above cleaning (cobwebs corners, doorframes, hanging light vents, EXIT signs, etc.).
2. Vacuum cubicle walls.
3. Dust Blinds, windowsills, and window tracks.
4. Clean out the inside of refrigerator (If Empty)

Service Procurement Agreement

WHEREAS: Borough of Dormont hereinafter referred to as "Client", is desirous of the services of **Anago** for the purpose of keeping the building properly cleaned as outlined, and

WHEREAS: **Anago** is in the business of procuring for its clients, maintenance and janitorial services, under the trade name and operating style unique to **Anago**, and desires to contract with Client for the performance of said janitorial services to be further set out in this agreement.

THEREFORE: In consideration of the faithful performance of the services hereinafter specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefore, it is hereby contracted and agreed to as follows:

- I. **Anago** agrees to have the SERVICED AREAS serviced 3, 5, and 7 days per week as outlined in the Area Specifications attached hereto and by specific reference made a part hereof.
- II. **Anago** agrees to have its representatives furnish all equipment, tools, and other paraphernalia necessary to the performance of the duties, said duties being to maintain the SERVICED AREAS in a neat, clean, and orderly condition as outlined in the Cleaning Specifications attached hereto and by specific reference made a part hereof.
- III. In consideration of the performance by **Anago's** representatives of the janitorial services to be rendered as described herein,

Client agrees to pay the sum of: **Two Thousand Nine Hundred Twenty Five Dollars (\$2925.00) – Per Month**
 [DA's Office: \$425/month] [Borough Offices: \$975/month] [Police Station: \$975/month] [Gymnasium & Stage: \$550/month]

Plus Applicable Sales Tax. Payment shall be due on or before the TENTH day of each month for said month's services. A late charge of 1.5% per month will be assessed on all invoices thirty days past due. Adjustment to reflect additions or deletions of space cleaned or for change in frequency of service will be made as requested. The new price and condition will be in writing and signed by both parties.

- IV. It is expressly agreed that **Anago** and its representatives are not, and shall not be, during the term hereof, employees of Client, but are independent contractors, and in this regard **Anago** and its representatives will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid **Anago** herein, the same being contract payments and not wages.
- V. It is agreed that **Anago** will select all representatives to perform the agreed upon obligations. Client warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, that they will not employ any employee, agents, associates, or Franchisees of **Anago**. **Anago** warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, it will not employ any employees, agents, associates, or Franchisees of Client
- VI. The term of this agreement shall be for one (1) year from the date hereof, and thereafter shall automatically be extended on the same terms and conditions unless terminated by one of the parties in accordance with the terms of this paragraph. This agreement may be terminated for non-performance only. Before any such termination is effective, Client agrees to notify **Anago** in writing of the non-performance items and to give **Anago** fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, the terminating party must give the non-terminating party a thirty (30) day written notice via certified mail with return receipt requested, stating the non-performance items.
- VII. The parties agree and understand that it is impossible to determine the actual damages caused by a breach of this agreement by Client. Therefore, any amount due and owed under this contract for any remaining part of the term of this contract shall be accelerated as due and owed in the event of a breach of the obligations to make payments hereunder. Such acceleration will be liquidated damages due and owed to **Anago**.
- VIII. Client agrees not to withhold any portion of the monthly contract amount for any reason, unless prior written permission is obtained from **Anago**, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation, owed to **Anago**, is placed in the hands of an attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.
- IX. This contract will be governed by the laws of the state of Pennsylvania. The parties hereto submit to jurisdiction in Allegheny County, Pennsylvania. All actions brought pursuant to this contract shall be brought in Allegheny County, Pennsylvania. The parties further agree to service of any action filed in Allegheny County, Pennsylvania, via certified mail.



Jani-King of
Pittsburgh, Inc.
750 Holiday Drive
Bldg 9, Ste. 105
Pittsburgh, PA 15220
(412) 921-2881
Fax: (412) 921-2882
www.janiking.com

United States

Albuquerque • Atlanta
Austin • Baltimore
Baton Rouge
Birmingham • Boston
Buffalo • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland • Providence
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Argentina

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto

France

Great Britain
Birmingham
London

Hong Kong

Korea

Mexico

Monterrey

Singapore

Spain

Turkey

Borough of Dormont
1444 Hillsdale Ave.
Pittsburgh, PA 15216

Dear Mr. Jeff Naftal:

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. Jani-King of Pittsburgh, Inc. appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including Jani-King of Pittsburgh, Inc.'s cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision, via our Franchise Owner
- All material for cleaning
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each individual who will provide services to your facility is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Employee Dishonesty Bond, and Workers' Compensation insurance.

Please contact me at (412) 916-4908 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Krystal Finkbeiner
Account Executive
Jani-King of Pittsburgh, Inc.

INT INT

**EXHIBIT B
PRICING SCHEDULE**

Borough of Dormont
1444 Hillsdale Ave.
Pittsburgh, PA 15216

The Named Areas will be serviced (Seven 7) times per week according to the Cleaning Schedule
for the monthly charge of:

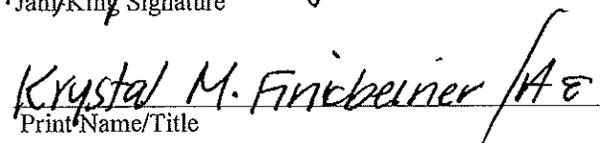
**Three Thousand Eight Dollars and 50/100
\$3,008.50**

Tax not Included

Client Signature


Jani King Signature

Print Name/Title


Print Name/Title

INT  INT



COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Health-Based Cleaning System® ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Health-Based Cleaning System® Services for CUSTOMER's premises located at:

- Customer: Borough of Dormont
- Street Address: 1444 Hillsdale avenue Suite 10
- City, State, Zip: Pittsburgh, PA 15216

Upon the following terms:

1. Service Charge:

\$3,467.00per month, plus taxes, if applicable; to include 7 time(s) per week service. Initial _____

Service Days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The Health-Based Cleaning System® Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all Health-Based Cleaning System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All Health-Based Cleaning System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	Charge	Area	Square Footage
a. Strip / Wax	\$ SUR		
b. Machine Scrub / Recoat	\$ SUR		
c. Buff	\$ SUR		
d. Hot Water Extraction- Child's Way	\$ INCL	All Area rugs in Child's Way Unit -as needed	
e.	\$		

Additional services accepted by: _____
Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If "Additional Special Services" are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER: Borough of Dormont

COVERALL HEALTH-BASED CLEANING SYSTEM[®]

Signature and Date

Sales Consultant (Signature and Date)

Print Name and Title

Elaine Kennedy Sr. Sales Consultant

Print Name and Title

Email Address

Service Start Date

Please email or fax signed contract to: elaine.kennedy@coverall.com

Jeffrey Naftal

From: Kristin HULLIHEN
Sent: Tuesday, September 10, 2013 11:26 AM
To: Jeffrey Naftal
Subject: FW: Janitorial cleaning

System4's price for all three buildings is \$6331 per month.
No price for just the municipal building and gym.

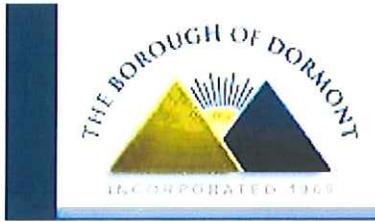
Kristin M HULLIHEN
Recreation Director
Borough of Dormont
1444 Hillside Avenue Suite 10
Pittsburgh, PA 15216
Phone: (412) 561-8900 x227
Cell: (412) 689-4793
khullihen@boro.dormont.pa.us

-----Original Message-----

From: Suzie Rupert [mailto:srupert@system4usa.com]
Sent: Monday, September 09, 2013 7:46 PM
To: Kristin HULLIHEN
Subject: Janitorial cleaning

Kris our estimate for cleaning main bldg gym and rec center will be \$6331 per month all three. In December will present a proposal with a detailed task schedule. We do want to be on your bid list and hope we will be chosen. Can you please call me to let me know you received this? Thanks Suzie 412-295-0362

Sent from my iPhone



MEMORANDUM

Date: December 23, 2013

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *jm*

Subject: Award of Recodification Services for Borough Code

Background:

The Borough's Code book was last updated approximately 3 years ago. However, the company that was selected provides a very basic product that includes a simple Adobe .pdf document as its online presence which is not easily searchable. Their formatting also causes problems for the public attempting to locate relevant Code sections. Recodification is the process by which the Code is reviewed for inconsistencies, legal issues, and variances from County, State and Federal law and then reorganized to be more usable by the public. Recodification would address the issues we have had with our current Code. Council authorized this process by placing funds in the 2014 Budget.

Discussion:

Staff solicited proposals from three (3) companies who provide recodification services to local governments. All of them have local offices and have local references. Because these are professional services, State law and our Purchasing Policy permit us to solicit quotes rather than going out to a formal bid process. I have attached a detailed summary of the services that each of the companies provide and their pricing for their services. This is a brief summary of just the costs for the project:

American Legal	\$11,325
General Code	\$11,917
Municipal Code	\$13,950

The lowest cost proposal is from American Legal but by less than \$600. And their services are significantly less than that provided by the next lowest proposer, General Code. Some of the extra services include: 12 hard copies instead of 8; a true online code which is completely searchable; uploading of up to 10 years of minutes that would also be searchable and tied to appropriate code sections; and, lower annual maintenance costs.

We have in the budget \$13,950 for this service so General Code's price came in under budget by \$2,033. If Council authorizes moving forward with a contract with General Code we will have the company start as quickly as possible.

Recommendation:

I recommend that Council authorize me to execute an agreement with General Code for recodification services at a cost of \$11,917.

JN

Attachment

CODIFICATION COMPARISON

	<u>AMERICAN LEGAL</u>	<u>GENERAL CODE</u>	<u>MUNICIPAL CODE</u>
Timeframe:	9 months + Borough Review Time	8 months including Borough review	10 - 12 months including Borough review
Base Cost:	\$9,800 - includes 8 copies, legal analysis, tables of special ordinances, parallel references, comprehensive index, tabular matter, and Code on CD-ROM	\$11,917 - includes 12 copies, editorial and legal analysis, organizational analysis, comprehensive index, disposition list, derivation table, code adoption legislation, eCode 360 online Code for first year, customized masthead banner, uploading of up to 10 years of minutes, and COSTARS pricing	\$13,950 - includes 10 copies, legal work, updating State Law references, page formatting, indexing, creation of tables, adopting ordinance, and online Code for first year
Uses Attorneys:	Yes	Yes	Yes
Clients in PA:	6	672	5
Online Method:	CD-ROM using Folio Views	eCode 360 - proprietary software	Municode - proprietary software
Supplement Service Costs:	\$21 per page	Not Provided	\$18 per page
Cost for Extra Code Books:	\$50	\$65	Not Provided
First Year Costs for Internet:	\$1,525	Free	Free
2nd Year Costs for Internet:	\$1,525	\$1,195	\$1,195
Extras:		Digitizing of 10 years of minutes included; digitizing of resolutions and other non-Code documents can also be included	Digitizing of Ordinances not yet in the Code; Online collection of past versions of Code; Digitizing of documents including minutes, resolutions and budgets



MEMORANDUM

Date: December 23, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager
Subject: Pending Ordinance Regulating Pawn Shops in the Borough

Background:

In the Borough's Zoning Code, the Commercial Zoning District has many different types of uses which are permitted. However, there is not one for pawn shops and other types of businesses that buy electronics, gold and jewelry. What we do have is a section of our regular Code that provides some minor regulation of these types of businesses but that is difficult to enforce.

Discussion:

I received the attached memorandum from the Police Chief which outlines his concerns with these types of businesses. I concur with his assessment 100%. From my perspective as Manager, there are a number of things we can do to improve this situation, all through the Zoning Code. We could start by making this business type a Conditional Use, not a use by right. That would mean that both the Planning Commission and the Council would need to approve any business of this type that wished to open in the Borough. And once we make it a Conditional Use, we can then add criteria for approval such as security access to the shop, cameras, and other enhancements to protect our residents and reduce the amount of time our Police must spend on this.

The Chief and I agree that the best option for us at this time is to delay approving any additional pawn shops or other businesses of this type and then add the above changes to our Zoning Code when we redo it later this year. The attached memorandum from the Solicitor indicates his legal opinion on how we should do this which is to advertise that we will be amending the Zoning Code to regulate these types of businesses.

Recommendation:

I recommend that Council authorize the Borough Manager to advertise zoning ordinance amendments regulating the location and activities related to pawn shops.

JN

Attachment

To: Borough Council
Jeff Naftal, Borough Manager

From: Chief Michael J. Bisignani

Subject: Pawn Shops

Date: December 23, 2013

I am writing this letter to Council to address some concerns I have with the number of Pawn Shops that are currently located in Dormont. For those of you who may not know, we have six (6) businesses in Dormont that buy electronic items and gold and as such they would be considered Pawn Shops or the equivalent. Unfortunately such businesses are not specifically regulated in our Zoning Code but are in our Pawn Ordinance. I am specifically concerned about these types of businesses in that these are the items that are most commonly stolen from retail businesses and during residential burglaries. We receive numerous complaints from victims of burglaries who have found their stolen items at these above places, and we have assisted numerous agencies in locating stolen items from businesses and residences that were burglarized from their jurisdictions.

In fact these stores which are buying these types of items are bringing criminals to our community that may otherwise never have traveled through Dormont. Our department has arrested numerous individuals at these store locations who have had active arrest warrants on them from other jurisdictions. I currently have Officer Barnes detailed as our officer handling these types of cases. This could be a full time position for Officer Barnes, but because of our manpower that is not possible. He receives numerous calls daily from Detectives and Officers from other police departments about stolen items that have shown up on our pawn lists or that may show up on our pawn lists. These stores have to provide to our department a list of items that were purchased by their store, as per the Pawn Ordinance.

Another concern I have with these particular businesses are they are targets for robberies because criminals know there is the potential to have large amount of cash at these locations because of the nature of their business. The Cash for Gold Store, located in the 2800 block of West Liberty Avenue, was just robbed two (2) weeks ago. The store employee was "pistol whipped" by the suspects and his vehicle was stolen. Obviously armed robbery in and of itself is an extremely serious offense, but the potential for a possible homicide is extremely frightening and something I am concerned with and hence this letter.

I am afraid more of these robberies will occur in Dormont if more of these particular businesses open up in our community. I received two (2) different telephone calls last week from people who are considering opening up a Pawn Shop in Dormont and they were inquiring about our ordinances.

I have spoken with the Borough Manager and expressed my concerns to him. I am also aware that Jeff will be working on rewriting our Zoning Ordinances this coming year. In the interim, I am asking that Borough Council consider issuing a moratorium on allowing any more of these particular businesses in Dormont, until the new Zoning Ordinances can be completed.

DODARO, MATTA & CAMBEST, P.C.
ATTORNEYS AT LAW
1001 Ardmore Boulevard, Suite 100
Pittsburgh, PA 15221-5233
Tel: (412) 243-1600 Fax: (412) 243-1643
e-mail: jrushford@dodarocambest.com

MEMORANDUM

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

FROM: JOHN H. RUSHFORD, ESQUIRE

DATE: DECEMBER 27, 2013

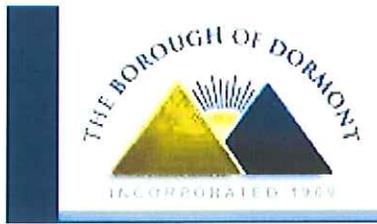
RE: PAWN SHOP ZONING ISSUES

At your request I reviewed the method by which the Borough can address use issues with the operation of Pawn Shops and the location of future Pawn Shops within the Borough.

Under the Pending Ordinance Doctrine a permit may be denied if there is a pending amendment to a zoning ordinance which would prohibit the use of the land for which the permit is sought. See eg. Board of Supervisors v. Kuhl, 112 Pa. Commw. 624, 536 A.2d 836 (1986). This doctrine does not apply to special exceptions or conditional use already in existence. It also does not apply to land developments or subdivisions.

The Borough currently allows Pawn Shops as permitted use in the Commercial Zoning District. The Borough by separate stand alone ordinance regulates Pawn Shops. It seems the best option is to consider an ordinance combining regulations of Pawn Shops with enhanced enforcement and site selection as part of the zoning ordinance.

I would recommend that an item added to the agenda stating, “motion to advertise zoning ordinance amendment regulating the location and activities related to Pawn Shops.”



MEMORANDUM

Date: December 17, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Purchase of Propane Power Driver for Streets Department

Background:

In order to place sign posts in the ground, the Streets Department currently uses a manual system that involves one man lifting a heavy metal cylinder with two "arms" over the top of the post while another man holds the post in place. Then the first man pulls down on the cylinder as hard as he can to push the post into the ground. He then lifts the post and repeats the process until the post is deep enough in the ground.

Discussion:

The end result of this method of placing posts is that we have had men injured because of the strain on their arms and shoulders and also because as you lift the cylinder up it can slip off of the top of the post and leave the man holding it without any support. Because of concerns for the safety of his men, the Streets Foreman researched what other options are available to the Borough. What he found is a unique product made by Tippmann Industrial Products that is a "Propane Hammer", a power-driven post driver. There is no other product like this on the market and purchases are directly from the manufacturer. The cost as quoted on the attached sheet is \$2,205 including freight. The advantage is that one person can operate this freeing up a man for other duties and it is safer and less strain on the individual driving the posts. Both the Streets Foreman and I believe that this purchase will more than pay for itself in avoided injuries.

Funds for this purchase are available in the General Fund, Public Works Department budget in the Signs and Paint line item where there is \$4,500 available. This purchase meets the Purchasing Policy requirements as a sole source purchase.

Recommendation:

I recommend that Council authorize the purchase of a Propane Hammer from Tippmann Industrial Products at a cost of \$2,205.

JN

Attachments

Cc: John Schneider, Streets Foreman

Tippmann Industrial Products
 3518 ADAMS CENTER ROAD
 FORT WAYNE IN 46806

Order	51523
Date	12/13/2013
Page	1

MATT1

Bill To:

JOHN SCHNEIDER

DORMONT BOROUGH
 1444 HILLSDALE AVE.
 PITTSBURGH PA 15216

 (412) 561-8900 Ext. 0000

Ship To:

DORMONT BOROUGH
 1444 HILLSDALE AVE.
 PITTSBURGH PA 15216

 USA
 (412) 561-8900 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
7031	13188		UPS	NET 30	12/13/2013	34,665
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
1	1	0	TIP1	Propane Hammer	\$1,995.00	\$1,995.00
1	1	0	TIP1-0201-A	Side Mount Adapter	\$150.00000	\$150.00

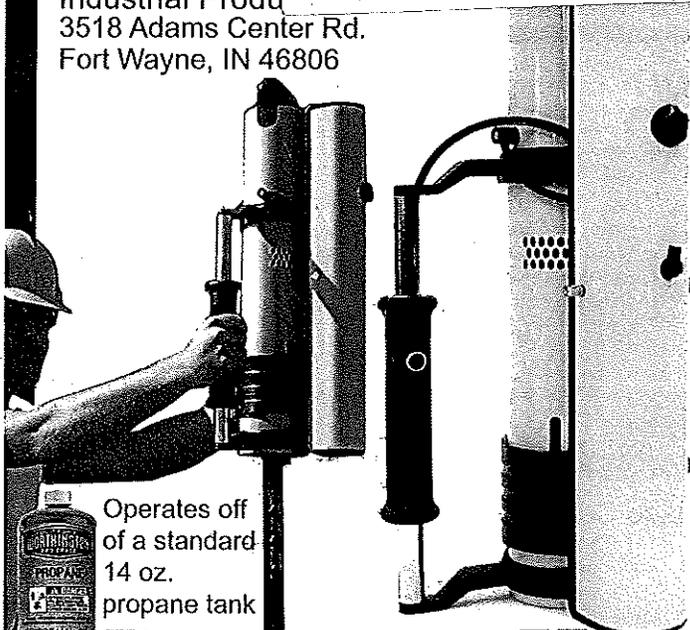
Subtotal	\$2,145.00
Misc	\$0.00
Tax	\$0.00
Freight	\$60.00
	\$0.00
Total	\$2,205.00

PA:

TIPPMANN

Industrial Products
3518 Adams Center Rd.
Fort Wayne, IN 46806

UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 000.610
152569 AUG 13 2010
FROM ZIP CODE 46806



Propane Hammer

Self Contained Post Driver

Patented Technology

Doremont Borough
John Schneider
1444 Hillsdale Ave
Pittsburgh, PA 15216
U.S.

JIM

Operates off of a standard 14 oz. propane tank

MADE IN U.S.A.

Propane Hammer

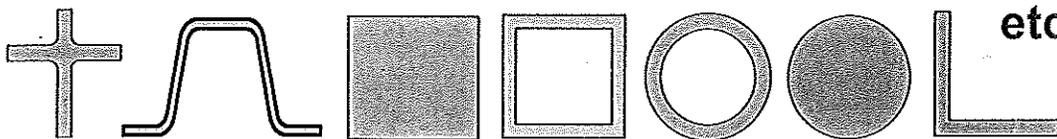
1 PERSON OPERATION!

- Drive up to a 4.5 lb. per foot sign post
- Drive up to a 3.5" diameter round post
- No air compressors, no hoses!

Weighs only 41 lbs.Simple for 1 person to operate!

DRIVE T'Posts • Sign Posts • Square Posts • Telespar Posts • Round Posts • Ground Rod • Angle Iron etc.

700 LBS. DRIVING FORCE!

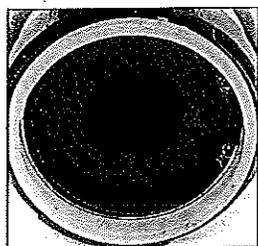
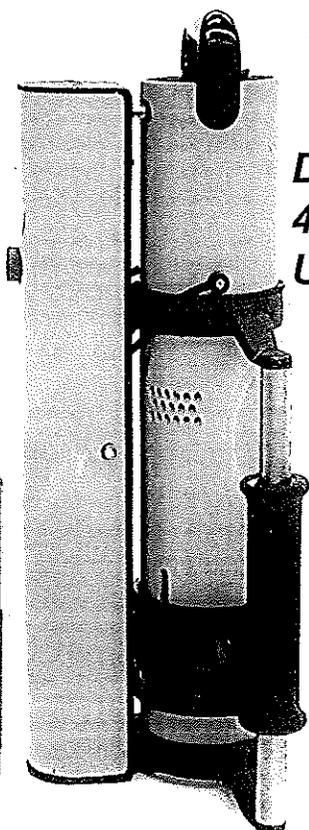


Drive up to a 4.5lb. per foot U Channel Post

Interchangeable ram collar system will accommodate various size posts, rods, stakes, etc.

ABOUT THE PROPANE HAMMER

- The Tippmann Propane Hammer is a self contained post driver.
- The Propane Hammer is powered by a standard 14 oz. propane tank, found in most hardware departments.
- The Propane Hammer is a very convenient, user-friendly way to drive posts.
- The Propane Hammer will drive posts into hard, dry, frozen, even rocky ground. Countless applications.
- Deliver approximately 150 blows per minute at 700 lbs. driving force.



Propane Hammer

Self Contained Post Driver

www.propanehammer.com / Toll Free: 866-286-8046



MEMORANDUM

Date: December 13, 2013

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *jm*

Subject: Resolution No. 01-2014 – RFP for Solar Power at Recreation Center

Background:

Councilman Maggio brought to the attention of Council the possibility of adding solar power generation at the Thomas Lloyd Recreation Center. He had a consultant provide an analysis which was provided to Council and discussed by Council at their November meeting. The Property, Supplies and Planning Committee then held a public meeting to discuss this project as well. And at the December Council meeting, staff was directed to provide information on what would be involved in a Request for Proposals (RFP) to start this project.

Discussion:

Councilman Maggio and the consultant indicated that a similar project had been done at Collier Township. I spoke with the Manager there as well as their engineering firm about the RFP that they did for their project. The following bullet points are highlights of what I learned:

- The RFP that was generated was done so jointly by the Township's Solicitor and their engineering firm, Lennon, Smith & Soulleret.
- The total expended for this RFP by the Township was approximately \$12,000 to cover the cost of the Solicitor and engineers.
- The RFP included the selection of an investor and the development of the Power Purchase Agreement.
- The Collier facility is smaller, operates less hours (7 AM to 3 PM Monday through Friday) and is situated at the top of a hill with no obstructions or shade generators nearby.
- Because of this, Collier's engineers estimate that our project will be significantly more expansive and expensive due to the parking lot solar configuration.

- The Collier Power Purchase Agreement includes a buyback option after 6 years. Should Collier take this option they will receive any energy credits from Duquesne but not the Recycled Energy Credits that pay for the project. It is unknown at this time whether we would get such an option with any Power Purchase Agreement we negotiate.
- Scalo lives in Collier and did the project as the sole bidder and the sole investor. There are no other vendors who do both of these in the Pittsburgh area according to Collier's engineers.

Should Council wish to move forward with staff generating an RFP I have prepared the attached resolution for your consideration. If you approve the Resolution you are also providing me with the funding to generate the RFP at an amount to be determined with funding to come from Contingency.

Recommendation:

I recommend that Council approve Resolution No. 01-2014 directing me to develop and issue an RFP to add solar power generation at the Thomas Lloyd Recreation Center.

JN

Attachment

BOROUGH OF DORMONT
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 01-2014

A RESOLUTION OF THE BOROUGH OF DORMONT,
ALLEGHENY COUNTY, PENNSYLVANIA DIRECTING THE
BOROUGH MANAGER TO DEVELOP AND ISSUE A
REQUEST FOR PROPOSALS TO INSTALL SOLAR POWER
AT THE THOMAS LLOYD RECREATION CENTER.

WHEREAS, the Borough of Dormont is a political subdivision located at 1444 Hillsdale Avenue, Dormont, Pennsylvania 15216; and

WHEREAS, the Borough Council has determined that adding solar power generation at the Thomas Lloyd Recreation Center would be desirable; and

WHEREAS, adding solar power at the Thomas Lloyd Recreation Center will require the issuance of a Request for Proposals (RFP) at a cost as yet to be determined.

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

Section 1. That the Council of the Borough of Dormont directs the Borough Manager to develop and issue an RFP to add solar power at the Thomas Lloyd Recreation Center.

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

RESOLVED this 6th day of January, 2014, by the Council of the Borough of Dormont.

ATTEST:

BOROUGH OF DORMONT

By: _____
Jeff Naftal
Borough Manager

By: _____
Willard McCartney
President

Examined and approved by me this _____ day of _____, 2014.

By: _____
Thomas Lloyd
Mayor