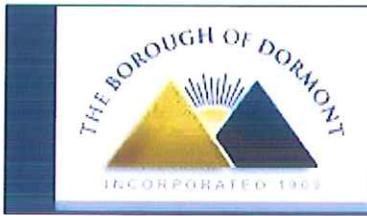


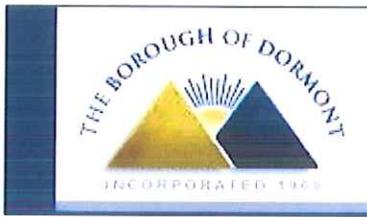
***REGULAR BUSINESS MEETING
DORMONT BOROUGH COUNCIL
JANUARY 7, 2013***

1. Executive Session 6:00PM
 - A. Legal Matter – Pitcher Park Foundation
2. Call to Order 7:00PM
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
6. Comments from the Public on Agenda Items
7. Comments from the Mayor
8. Council President's Report
9. 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 3, 2012 Council Business Meeting.
 - D. Motion to approve the Warrant List for December, 2012.
 - E. Motion to approve Payment Application No. 1 for Soli Construction through SHACOG in the amount of \$115,316.51 for the O&M Point Repairs – Year 1.
 - F. Motion to approve Payment Application No. 1 for Robinson Pipe Cleaning Company through SHACOG in the amount of \$28,134.69 for the Sanitary Sewer Lining Project – Year 6.
 - G. Motion to approve Payment Application No. 2 for Roto Rooter Services Company in the amount of \$11,400.00 for the Capital Lining Project.
 - H. Motion to appoint Mat Davis as the Borough's Emergency Management Coordinator and T. J. Conroy as his backup.
 - I. Motion to appoint Virginia Stocker to the Recreation Board to fill the position vacated by Councilman Fabus.
 - J. Motion to approve the Dormont Volunteer Fire Department Officers for 2013.



10. Action Items

- A. **Approval of Desk Officers Union Contract** – Motion to approve a three year contract with the Desk Officers Union effective January 1, 2013 – Finance and Legal Committee – Onnie Costanzo, Chairperson
- B. **Adoption of Reserved Accessible Parking Space Policy** – Motion to adopt a Policy regulating the issuance of reserved accessible parking spaces on public residential streets – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- C. **Approval of Reserved Accessible Parking Space for 1307 Hillsdale Avenue** – Motion to authorize a Reserved Accessible Parking Space for Ms. Olive Rose of 1307 Hillsdale Avenue [Approved by T&PPC] – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- D. **Authorization to Execute Agreement with Maher Duessel for Audit Services** – Motion to authorize the Borough Manager to enter into an agreement with Maher Duessel to provide annual audit services for the Borough through the audit of Fiscal Year 2014 – Finance and Legal Committee – Onnie Costanzo, Chairperson
- E. **Authorization to Purchase a Backhoe for the Streets Department** – Motion to authorize the purchase of a Case Model 580N Backhoe with optional equipment for \$85,737 – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
- F. **Approval of Change Order #3 for 2012 Capital Lining Program** – Motion to authorize the Borough Manager to execute Change Order #3 for Roto Rooter for the 2012 Capital Lining Program – Finance and Legal Committee – Onnie Costanzo, Chairperson
- G. **Approval of 2013 Board and Commission Reappointments** – Motion to approve the 2013 reappointments to the various Boards and Commissions of the Borough as outlined in the staff report – Finance and Legal Committee – Onnie Costanzo, Chairperson
- H. **Appointment to Planning Commission** – Motion to appoint (see applicants in staff report) to fill the remainder of Willard McCartney's term on the Planning Commission – Finance and Legal Committee – Onnie Costanzo, Chairperson
- I. **Streets Department Promotions** – Motion to authorize the promotion of John Schneider to Working Foreman in the Streets Department and Tim Duffy to Assistant Working Foreman in the Streets Department – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- J. **Streets and Parks Department Hires** – (1) Motion to authorize the hiring of Evan Duffy to the position of General Maintenance worker at a salary of \$39,638.89 (2) Motion to authorize the hiring of Joey Skrip to the position of General Maintenance worker at a salary of \$39,638.89 – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- K. **Police Chief Job Description** – Motion to approve the revised job description for the Police Chief position – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- L. **Borough Manager Evaluation** – Motion to approve increasing the Borough Manager's salary by 3% and to provide him with a one time bonus of \$2,000 – Finance and Legal Committee – Onnie Costanzo, Chairperson



- M. Selection of Comprehensive Plan Consultant** – Motion to authorize the Borough Manager to enter into an agreement with Interface Studio LLC to update the Borough's Comprehensive Plan at a cost of \$94, 495 – Property, Supplies & Planning Committee – Valerie Martino, Chairperson

11. Discussion Items

- A. **Update on West Liberty Avenue Redevelopment** – Borough Manager
- B. **Update on Voelkel and Belrose Avenue Traffic Calming** – Borough Manager

12. Comments from the Public on Non-Agenda Items

13. Announcements

14. Adjournment

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY SUMMARY REPORT

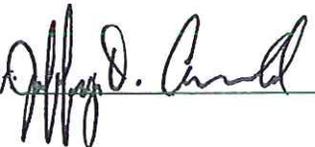
November 2012

<i>Total Alarms</i>	<i>25</i>
<i>Drills.</i>	<i>0</i>
<i>False Alarms.</i>	<i>2</i>
<i>Alarms in Houses.</i>	<i>6</i>
<i>Alarms in Buildings.</i>	<i>3</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>7</i>
<i>Alarms Involving Automobiles and Trucks.</i>	<i>4</i>
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>1</i>
<i>Day Alarms 06:00 AM. To 06:00 PM.</i>	<i>13</i>
<i>Night Alarms 06:00 PM. To 06:00 AM.</i>	<i>12</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>172</i>
<i>Total Number of Volunteers at Drills</i>	<i>0</i>
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>46</i>
<i>Total Number of Apparatus Operators at Drills</i>	<i>0</i>
<i>Estimated Value of Property Involved in Fires</i>	<i>\$ 25,000.00</i>
<i>Estimated Property Lost Due to Fire</i>	<i>\$ 25,000.00</i>
<i>Single Largest Fire Loss.</i>	<i>\$ 25,000.00</i>
<i>Monthly Stipend</i>	<i>\$ 1,903.00</i>

**FIRE DEPARTMENT MEMBERS OR RESIDENTS INJURED OR TREATED AT ALARMS 0
MUTUAL AID GIVEN OR RECEIVED**

12-0000280 Dormont Fire, assist Castle Shannon Fire
12-0000283 Dormont Fire, assist Mt Lebanon Fire.
12-0000286 Dormont Fire,assist Mt. Lebanon Fire
12-0000293 Dormont Fire,assist Mt. Lebanon Fire
12-0000295 Dormont Fire assist Mt. Lebanon Fire
12-0000299 Dormont Fire assist Mt. Lebanon Fire
12-0000300 DormontFire assist Mt.Lebanon Fire

Dormont Fire Chief



Date: November 2012

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY ALARM SUMMARY

MONTH YEAR	TOTAL ALARMS	TOTAL DRILLS	TOTAL FIRE DAMAGE
November 2012	25	0	25,000.00
11/02/12	1140 Mississippi Ave.	False Alarm	None
11/04/12	1247 Hillsdale Ave.	Gas Odor	None
11/06/12	3700 Myrtle Ave.	Structure Fire (Mutual Aid)	None
11/07/12	3113 W. Liberty Ave.	Burnt Food	None
11/07/12	1413 Potomac Ave.	Transformer Fire	None
11/07/12	2910 W. Liberty Ave.	Light Pole Fire	None
11/10/12	670 Washington Rd.	Structure Fire (Mutual Aid)	None
11/10/12	1208 Illinois Ave.	False Alarm	None
11/13/12	1234 Biltmore Ave	Lockout	None
11/13/12	90 Woodland Dr.	Electrical Fire(Mutual Aid)	None
11/13/12	1488 Park Blvd.	Vehicle Accident	None
11/16/12	1664 Kelton Ave.	Welfare Check	None
11/16/12	3271 W. Liberty Ave.	Containment Detail	None
11/16/12	3100 W. Liberty Ave.	Accident/Cleanup	None
11/17/12	2875 W. Liberty Ave.	Accident Cleanup	None
11/17/12	3200 W. Liberty Ave.	Smoke Odor Problem	None
11/18/12	846 MaCarthur Dr.	Smoke In Residents(Mutual Aid)	None
11/21/12	2034 Swallow Hill Rd.	Washer Problem(Mutual Aid)	None
11/21/12	1801 Dormont Ave.	Smoking Mulch	None
11/25/12	1446 Greenmount Ave.	Burnt Food	None
11/26/12	2961 W Liberty Ave.	Overflowed Toilet	None
11/28/12	1041 Washinton Rd.	Chimney Fire(Mutual Aid)	None
11/28/12	314 Washington Rd.	Structure Fire (Mutual Aid)	None
11/30/12	Philadelphia@potomac	Vehicle accident	None
11/30/12	3200 Annapolis Ave.	Play Ground Fire	25,000.00

Tax Collector's Monthly Report to Taxing Districts

For the Month of November, 2012

Dorment Borough Taxing District

	Real Estate	Interim/Other	Per Capita/Other	Other
Balance Collectable - Beginning of Month	187,022.56			
Additions: During the Month (*)	1,639.77			
Deductions: Credits During the Month - (from line 17)	0			
Total Collections	188,662.33			
Less: Face Collections for the Month	15,572.42			
Less: Deletions from the List (*)	0			
Less: Exonerations (*)	0			
Less: Liens/Non-Lienable Installments (*)	0			
Balance Collectable - End of Month	173,289.91			
Face Amount of Collections - (must agree with line 4)	15,372.42			
Plus: Penalties	1,322.55			
Less: Discounts	32.98			
Total Cash Collected per Column	A. 16,661.99			
Total Cash Collected: (A * 120 + 120 * 100)	B. 2,000,000			
(*) ATTACH ANY SUPPORTING DOCUMENTATION REQUIRED BY YOUR TAXING DISTRICT				
				18,420.16

Parks Department

Monthly Report for December 2012

Maintain Recreation Center (Daily)

Close down Park bathrooms for winter

Empty trash throughout the Parks (Daily or as needed)

Clean and Inspect playground and swing sets in the Parks (Daily)

Maintenance of (Pool Filter Room)

Clean (Recreation Center) after weekend rentals

Update pool marquis

Replace electrical outlet in the (Rec Center)

Stack salt delivered for winter

Winterize bathrooms (Pop Murray)

Move refrigerators from (Pop Murray Concession stand) to Pool.

Set up equipment for snow season

Equipment Maintenance

Built new shelving for garage area at (Swimming Pool)

Post signs at (Pop Murray Ball field) (No Dogs on Ball field)

Meeting with tree service personnel



BOROUGH OF DORMONT

EXECUTIVE SESSION 6:00 PM

Police Chief Selection Process

REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL HELD ON MONDAY, DECEMBER 3, 2012 7:00PM IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS

Council President McCartney called the regular business meeting of the Dormont Borough Council to order.

PLEDGE OF ALLEGIANCE

SWEARING IN OF JUNIOR COUNCILPERSON

Erica Bosh was sworn in by Mayor Tom Lloyd. Ms. Bosh stated that she is a junior at Keystone Oaks, plays volleyball, Co-Captain of Caring Team and a member of SADD.

ROLL CALL

The following members of Council responded to roll call:

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

Also present: Jeffrey Naftal, Manager
John Rushford, Borough Solicitor
Chief Phil Ross
Mayor Tom Lloyd

REGISTERED COMMENTS FROM THE PUBLIC

None

COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

Louise Pitcher, 1011 Peermon Avenue RE: could not locate Borough Fee Schedule on website. Mr. Naftal stated that it is part of the agenda package and has not been approved as of yet.

COMMENTS FROM THE MAYOR

The Mayor stated that long time borough employee Ralph Zulla, who worked for the borough for 38 years, passed away last week; we wish his family the best under these trying circumstances.

The Mayor reported that during the month of November there were 217 calls for police services in the borough.

COUNCIL PRESIDENT REPORT

McCartney announced that this is his first anniversary of being councilmember. Things are much better now than then.

McCartney reported that due to the fire at the elementary school recently he spoke to Fire Chief Jeff Arnold and Rob Brownlee, School Board member; Brownlee will talk with the Superintendant and other board members to set up a meeting to discuss additional security measures at the school. All parties involved will be alerted of the date and time the meeting will take place.

CONSENT AGENDA

Motion by Hodson, second by Costanzo to accept Consent Agenda Items A through H (A. the written report of the Borough Solicitor, B. the written reports of Borough Officials, C. the Minutes of the November 5, 2012 Council Business Meeting, D. the Warrant List for November 2012, E. approval of Payment Application No. 2 and Final for Philip DePasquale through SHACOG in the amount of \$1,981.62 for the Handicap Ramping Project – Phase 6, F. approval of Payment Application No. 1 and Final for Joe Palmieri Construction, Inc. through SHACOG in the amount of \$36,738.70 for the Handicap Ramping Project – Phase 7, G. the resignation of Willard McCartney from the Planning Commission, and H. reappointment of John Sparvero, Sr. to the MRTSA Board of Directors) Motion carried 7-0

PUBLIC HEARING

Naftal stated that the budget that has been online and in council packets may be slightly modified depending if council makes a change on the millage rate. The "Budget in Brief" passed out this evening is a slightly modified "Budget in Brief" related to a lower millage rate. The only changes are in the General Fund and the Capital Reserve Fund; the General Fund goes down by \$67,416, the Capital Reserve Fund goes down by the same amount for the Road Projects; instead of spending \$500,000 for the roads, you will be spending approximately \$435,000. The Final Budget will be ready to go tomorrow.

McCartney, Naftal and Rushford explained the changes to be made in the motion, Item B, on the Agenda under Action Items; the millage would change from 9.10 to 8.97 and the percentage would change from 101.85 to 100%.

Rushford explained that this is a reassessment year in Allegheny County and every municipality has to reset their millage to reflect the changes in the assessment; in this case the mills were at 14 mills last year for property tax, they have been reset to 8.97 reflecting 100%. There is an anti-windfall provision which allows municipalities to take an additional 5%; this protects municipalities from fluctuations because the county has not completed its process; it may not be till December 31st or later. There is an appeal process for every home owner and that could drag on until next year or even the year after. The theory from Harrisburg is they could have the additional 5% cushion. The other theory is that a municipality should not gain from a windfall based upon a reassessment of property.

McCartney stated that there are three taxing bodies; Allegheny County, Keystone Oaks School District and the Borough. This whole thing will be up in the air well into next year. There's a three step process to appeal, the first one is with the county.

Hodson asked if this is the only opportunity the borough has to adjust the millage.

Rushford stated that Judge Wettick has now there is a possibility that municipalities can reopen their budgets beyond January. There is more to be coming in January and February.

McCartney stated that by law the borough has to adopt a budget; a few municipalities a going to float along and not announce a millage rate.

Naftal explained if for some reason the assessed values go so far higher that what the borough guessed and gets more than 105% revenue, then the council will need to come back and reduce the millage or take the excess money and apply back to each person that paid tax. Council can adjust the millage rate before the tax bills go out. If the certified assessments from the county go down the borough has the ability to try to get back to the 100% level; that can be done after the first of the year after we know what the assessed values are.

Louise Pitcher, 1011 Peermont Avenue RE: do we truly anticipate that the numbers are going to go up? Isn't it more likely that they will go down?

Naftal explained that the number that he based his projection on included a little more than \$2,000,000 for the CVS. The KO schools went to court and got CVS's assessment up over

\$5,000.00. If this were to hold (CVS is going to court to have it lowered), there would be a \$3,000,000 assessed value that the manager did not account for. Just because you appeal your assessment doesn't mean that it might not go even higher.

McCartney stated that unlike other municipalities like Green Tree, Robinson Township, Monroeville, etc, Dormont doesn't have a lot of commercial space; Dormont is basically residential. Those appeals are supposed to be done first round, they can be re-appealed and that probably won't be a huge number. Our numbers should be pretty close than some other communities.

Michelle Ross, 3251 Beacon Hill Avenue RE: why is council changing the 9.10 millage to 8.97?

Naftal explained that quite a few council members expressed wanting to do it that way so he had to prep for a bunch of changes in his numbers. The Budget in Brief also needed changed; council has to decide weather they want to do it or not.

Ross had a question regarding cutting the road program.

McCartney stated that promises have been made, numbers have been floating around; if you take the \$67,000 and divide it by all the people in the borough it's around \$7.88 per person. That's one way of looking at that number but that's not correct because we are all not going to share equally in the impact of the assessment. If their assessment went up over 100% their taxes will go up; if their assessment went up 40% they are going to pay less borough taxes. The number \$7.88 per person is an average. So going with the 100% and not the 105%, we still have a very ambitious Capital Improvement Fund.

Motion by Costanzo, second by Maggio to acknowledge a revenue neutral tax levy for 2013 shall be equal to 100% of the millage produced by dividing \$3,638,365 by the total assessed value of taxable real estate in the Borough as finally certified by Allegheny County for Fiscal Year 2013, not to exceed a total revenue of \$3,638,365 and adopting a total millage rate for tax purposes in compliance with the Anti-Windfall Statute in the amount of 8.97 mills representing a 100% increase over the prior year real estate tax collection.

Motion carried 7-0.

Motion by Costanzo, second by Hodson to adopt the Fiscal Year 2013 Budget as presented to Council and the Public on November 14, 2012 less \$67,416. Motion carried 7-0.

Motion by Costanzo, second by Hodson to approve Resolution No. 21-2012 adopting a Fee Schedule for Fiscal Year 2013. Motion carried 7-0.

Motion by Costanzo, second by Hodson to approve a Note Resolution and other required documentation for a Tax Anticipation Note for Fiscal Year 2013 in the amount of \$450,000 for 5 months at an interest rate of 1.80%. Motion carried 7-0.

Motion by Costanzo, second by Fabus to approve a six year contract with the Laborers Union Local 1058 retroactively to January 1, 2011. Motion carried 7-0.

Motion by Fabus, second by Hodson to adopt Ordinance #1593 to increase the allowable area for temporary special event signs and restrict them to one per property. Roll Call: Barilla, no; Costanzo, yes; Fabus, yes; Hodson, yes; Maggio, no; Martino, yes; McCartney, yes. Motion carried 5-2.

Motion by Hodson, second by Costanzo to adopt Ordinance #1594 to provide for greater flexibility in the placement of fences in the front yard. Roll Call: Barilla, no; Costanzo, yes; Fabus, yes; Hodson, yes; Maggio, yes; Martino, yes; McCartney, yes. Motion carried 6-1.

Motion by Costanzo, second by Hodson to authorize the Borough Manager and Council President to enter into an agreement with Jordan Tax Service to provide for a procedure for the collection of all delinquencies owed to the Borough. Motion carried 7-0.

Motion by Costanzo, second by Hodson to authorize the Borough Manager to enter into an agreement with Espy Services to audit the Borough's telecommunications services with fees to be paid from any credits achieved. Motion carried 7-0.

Motion by Hodson, second by Costanzo to authorize the Borough Manager to execute a renewal agreement with Emergency Communications Network, LLC for the Code Red emergency notification system renewing the agreement at a cost of \$3,763.80 per year for three years. Motion carried 7-0.

Motion by Costanzo, second by Fabus to approve the hiring of Monica Dahlkemper as Code Enforcement Officer at a salary of \$35,000. Motion carried 7-0.

Motion by Costanzo, second by Hodson to approve a settlement agreement with Wayde E. Moss and to authorize the payment of \$25,000 as the Borough's insurance deductible for this matter. Motion carried 7-0.

DISCUSSION ITEMS

- A. **Update on West Liberty Avenue Redevelopment:** the Manager announced a meeting to be held on December 19, 2012 at 7pm to discuss at least two items. One would be to pass a resolution to create a TIF Committee that allows the TIF District to get started; there is a long process to get it started. The first thing you have to do is pass a resolution appointing members to the committee. The other members of the committee will be from the KOSD and from the county. The second item is a proposed agreement with Cochran that would include a potential swap of land, as well as other points that Cochran would have to meet to achieve that. The information should be ready by December 12, 2012 and go out to council and be posted online a week before the meeting so that everyone has time to review it.
- B. **Update on Union Negotiations:** the Manager stated that three out of four union negotiations are complete and the last union negotiation will meet Wednesday morning early. If agreement is reached he will come back to council before the December 19th meeting to discuss.

- C. **Update on Voelkel/Belrose Avenue Traffic Calming:** the Manager reported that the young lady doing the surveying has been out of town for the holiday which delayed the process. She plans on wrapping this up as soon as possible.

PUBLIC COMMENTS ON NON AGENDA ITEMS

John Sparvero, 1522 Grandin Avenue RE: thanked council for reappointment to the MRTSA Board; congratulated council on passing the budget and working together; the Passive Park walkway is in need of repair and should be paved; MRTSA is the second busiest ambulance service in the county, response time is 7 or 8 minutes, police usually arrive first.

Jeff Arnold, 1684 New Haven Avenue, fire department chief RE: stated that the MRTSA organization does a great job in response to emergencies.

ANNOUNCEMENTS

Jeff Fabus commented on the events of the past Saturday: DVFD Christmas Parade, free movie at the Hollywood Theatre, Cookies with Santa and Dormont Light Up. He thanked all who helped out: DVFD, Chad Hunter of the Hollywood, Recreation Director Kristen, the Recreation Board, DABA member, Dormont Elementary 4th and 5th Grade Choir, Borough Manager and Council, TJ and Joey Skrip, and the KO Band.

ADJOURNMENT

Motion to adjourn at 8:00 pm



GATEWAY

On Call. On Time. On Target.

THE GATEWAY ENGINEERS, INC.

400 HOLIDAY DRIVE, SUITE 300
PITTSBURGH, PA 15220-2727
412.921.4030 PHONE
412.921.9960 FAX

www.gatewayengineers.com

December 26, 2012
C-55000-2012

MEMO TO: Dormont Borough Council
FROM: The Gateway Engineers, Inc.
SUBJECT: December Engineers Report

The following projects were investigated during the month of December 2012:

C-17749-1207 Feasibility Study Consent Order

We met with the Manager on December 14th to review the plan of action for 2013.

C-55000-2012 Mapping

We are working with the Borough to update the Borough Offices' GIS system.

C-55000-2012 CDBG Applications

A response to the application for the ADA Access project to Dormont Park is expected near February 2013.

C-55122-1201 O&M Program Preventative Maintenance – Year 2

Jet Jack, Inc. is scheduled to work in the Borough in late February 2013.

C-55122-1205 O&M Program Point Repairs – Year 1

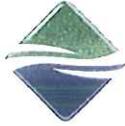
Work is underway by Soli Construction, Inc.

Recommended Motion: To approve Payment Application No. 1 to SHACOG for Soli Construction, Inc. in the amount of \$115,316.51 upon receiving invoicing from SHACOG.

C-55122-1215 Capital Lining Project

Work is underway by Roto Rooter Services Company.

Recommended Motion: To approve Payment Application No. 2 for Roto Rooter Services Company in the amount of \$11,400.00.



C-55122-1225

Joint Municipal SHACOG Sanitary Sewer Lining Project – Year 6

Work is underway by Robinson Pipe Cleaning Company.

Recommended Motion: To approve Payment Application No. 1 **to SHACOG** for Robinson Pipe Cleaning Company in the amount of \$28,134.69 upon receiving invoicing from SHACOG.

C-55125-2012

Phase II Storm Water

The NOI permit application was submitted to DEP by September 14, 2012 with the TMDL report. DEP has returned the NOI packet with comments. We are addressing those comments and will be re-submitting the report. Through conversations with DEP, it is our understanding that they are keeping record that the NOI was submitted on time, and not late.



THE GATEWAY ENGINEERS, INC.

400 HOLIDAY DRIVE, SUITE 300
PITTSBURGH, PA 15220-2727
412.921.4030 PHONE
412.921.9960 FAX

December 26, 2012
C-55122-1205

www.gatewayengineers.com

South Hills Area Council of Governments
794 Washington Road
Pittsburgh, PA 15228-2021

Attn: Lou Gorski, Executive Director

Re: Joint Municipal SHACOG Sanitary Sewer O&M Point Repair Project – Year 1
Application for Payment No. 1
Dormont Borough

Dear Lou:

We have approved Application for Payment No. 1 for Soli Construction, Inc., dated December 26, 2012, in the amount of \$115,316.51. A copy of this application is enclosed for your review. The quantities as shown on the application were completed satisfactorily.

We recommend processing payment to Soli Construction, Inc. in the amount of \$115,316.51, based on the quantities shown in the enclosed Application for Payment No. 1.

We understand SHACOG will invoice Dormont Borough for this work in the future so no payment by Dormont is due at this time.

If you have any questions, please call me at 412-921-4030, Ext 161.

Sincerely,
THE GATEWAY ENGINEERS, INC.

Michael Skinner, P.E.
Project Manager

Enclosure

cc: Jeffrey Naftal, Borough Manager
Stacey Graf, P.E., Project Engineer

G:\Projects\55000 Dormont\55122 Consent Order\2012-1205 Repairs\Docs\Engineering\Construction Administration\Pay Applications\Pay App No. 1 Approval Letter_SHACOG.docx

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER: Dormont Borough
1444 Hillisdale Ave
Suite 10
Pittsburgh, PA 15216

PROJECT: SHACOG Joint Municipal Sanitary Sewer
O & M Point Repair Project - Year 1

APPLICATION NO.: 1

APPLICATION PERIOD: 10/5/12 to 11/9/12

APPLICATION DATE: December 26, 2012

FROM CONTRACTOR: Soil Construction, Inc.
120 Tropiano Lane
Irwin, PA 15642

VIA ENGINEER: The Gateway Engineers, Inc.
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220

PROJECT NUMBERS: Engineer's: C-55122-1205
Contractor's:
Owner's:

CONTRACTOR'S APPLICATION FOR PAYMENT

See the attached continuation sheet(s)

1. ORIGINAL CONTRACT PRICE \$ \$241,091.00
2. Net change by Change Orders \$ \$8,250.00
3. CURRENT CONTRACT PRICE (Line 1 + 2) \$ \$249,341.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ \$121,385.80
5. RETAINAGE:
 - a. 5 % of Work Completed (\$ 7149.8) = \$ \$6,069.29
 - b. 5 % of Materials Stored (\$ 0) = \$ \$0.00
 - c. Total Retainage (Line 5a + Line 5b) \$ \$6,069.29
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ \$115,316.51
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$
8. AMOUNT DUE THIS APPLICATION \$ \$115,316.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5c above) \$ \$144,541.29

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (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: _____

ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 115,316.51

(Line 8 or other - attach explanation of other amount)

ENGINEER:

[Signature]

By: _____ Date: 12-26-12

CHANGE ORDER SUMMARY		
Number	Additions	Deductions
1	\$8,250.00	
Totals	\$8,250.00	
Net Changes	\$8,250.00	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Progress Estimate

Contractor's Application

For (contract):		SHACOG Joint Municipal Sanitary Sewer O & M Point Repair Project - Year 1		Application Number: 1		December 26, 2012							
Application Period: 10/5/12 to 11/9/12		Application Date:		December 26, 2012									
A		B		C		D		E		F		G	
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity Installed	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B-F)		
1	8" to 10" Sanitary Point Repair, critical, 0'-8'	95	L.F.	\$250.00	\$23,750.00	58	\$14,500.00		\$14,500.00	61.05%	\$9,250.00		
2	8" to 10" Sanitary Point Repair, critical, 8.1'-12'	64	L.F.	\$275.00	\$17,600.00	67	\$18,425.00		\$18,425.00	104.69%	\$0.00		
3	8" to 10" Sanitary Point Repair, critical, over 12'	26	L.F.	\$450.00	\$11,700.00	27.5	\$12,375.00		\$12,375.00	105.77%	\$0.00		
4	8" to 10" Sanitary Point Repair, non-critical, 0'-8'	0	L.F.	\$200.00	\$0.00						\$0.00		
5	8" to 10" Sanitary Point Repair, non-critical, 8.1'-12'	0	L.F.	\$250.00	\$0.00						\$0.00		
6	8" to 10" Sanitary Point Repair, non-critical, over 12'	6	L.F.	\$400.00	\$2,400.00						\$2,400.00		
7	12" to 15" Sanitary Point Repair, critical, 0'-8'	6	L.F.	\$300.00	\$1,800.00						\$1,800.00		
8	MH to MH Replacement or greater than 30' of pipe	170	L.F.	\$175.00	\$29,750.00						\$29,750.00		
9	Wye branch, critical	25	EA.	\$300.00	\$7,500.00	18	\$5,400.00		\$5,400.00	72.00%	\$2,100.00		
10	Wye branch, non-critical	1	EA.	\$300.00	\$300.00						\$300.00		
11	Sanitary laterals, critical, 0'-8'	75	L.F.	\$30.00	\$2,250.00	13.5	\$405.00		\$405.00	18.00%	\$1,845.00		
12	Sanitary laterals, critical, 8.1'-12'	45	L.F.	\$40.00	\$1,800.00	41	\$1,640.00		\$1,640.00	91.11%	\$160.00		
13	Sanitary laterals, critical, over 12'	10	L.F.	\$50.00	\$500.00	15	\$750.00		\$750.00	150.00%	\$0.00		
14	Sanitary laterals, non-critical, 0'-8'	0	L.F.	\$25.00	\$0.00						\$0.00		
15	Sanitary laterals, non-critical, 8.1'-12'	0	L.F.	\$35.00	\$0.00						\$0.00		
16	Sanitary laterals, non-critical, over 12'	5	L.F.	\$45.00	\$225.00						\$225.00		
17	Unsuitable pipe bedding	0	TON	\$2.00	\$0.00	34.9	\$69.80		\$69.80		\$0.00		
18	Concrete encasement	0	L.F.	\$10.00	\$0.00						\$0.00		
19	8" - 18" Storm Sewer Repair, Critical	0	L.F.	\$30.00	\$0.00						\$0.00		
20	21" - 30" Storm Sewer Repair, Critical	0	L.F.	\$40.00	\$0.00						\$0.00		
21	33" - 48" Storm Sewer Repair, Critical	0	L.F.	\$50.00	\$0.00						\$0.00		
22	8" - 18" Storm Sewer Repair, Non-Critical	0	L.F.	\$30.00	\$0.00						\$0.00		
23	21" - 30" Storm Sewer Repair, Non-Critical	0	L.F.	\$40.00	\$0.00						\$0.00		
24	33" - 48" Storm Sewer Repair, Non-Critical	0	L.F.	\$50.00	\$0.00						\$0.00		
25	Rain Conductor Repair	0	L.F.	\$1.00	\$0.00	10	\$10.00		\$10.00		\$0.00		
26	LH to MH, critical, 0-8'	4	EA.	\$5,000.00	\$20,000.00	2	\$10,000.00		\$10,000.00	50.00%	\$10,000.00		
27	LH to MH, critical, over 8'	0	V.F.	\$300.00	\$0.00	4.75	\$1,425.00		\$1,425.00		\$0.00		
28	LH to MH, non-critical, 0-8'	0	EA.	\$4,500.00	\$0.00						\$0.00		
29	LH to MH, non-critical, over 8'	0	V.F.	\$300.00	\$0.00						\$0.00		
30	New MH, critical, 0-8'	1	EA.	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.00%	\$0.00		
31	New MH, critical, over 8'	6	V.F.	\$300.00	\$1,800.00	5.5	\$1,650.00		\$1,650.00	91.67%	\$150.00		
32	New MH, non-critical, 0-8'	0	EA.	\$4,000.00	\$0.00						\$0.00		
33	New MH, non-critical, over 8'	0	V.F.	\$300.00	\$0.00						\$0.00		
34	Locate Buried MH and Adjust to Grade, Up to 1'	3	EA.	\$500.00	\$1,500.00						\$1,500.00		
Sub Total (this page only)					\$127,375.00		\$71,149.80	\$0.00	\$71,149.80	55.86%	\$59,480.00		

Progress Estimate

Contractor's Application

For (contract):		SHACOG Joint Municipal Sanitary Sewer O & M Point Repair Project - Year 1		Application Number: 1		Application Date: December 26, 2012					
Application Period: 10/5/12 to 11/9/12		A						G			
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity Installed	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B-F)
35	Additional VF of raise manhole	3	V.F.	\$400.00	\$1,200.00						\$1,200.00
36	Bituminous driveway restoration	0	S.Y.	\$68.00	\$0.00						\$0.00
37	Concrete driveway restoration	0	S.Y.	\$80.00	\$0.00						\$0.00
38	Concrete sidewalk restoration	436	S.F.	\$6.00	\$2,616.00	244	\$1,464.00		\$1,464.00	55.96%	\$1,152.00
39	Trench repaving in bituminous roadway	72	S.Y.	\$70.00	\$5,040.00	113.6	\$7,952.00		\$7,952.00	157.78%	\$0.00
40	Trench repaving in brick roadway	148	S.Y.	\$80.00	\$11,840.00	7.3	\$584.00		\$584.00	4.93%	\$11,256.00
41	Trench repaving in concrete roadway	63	S.Y.	\$80.00	\$5,040.00	31.7	\$2,536.00		\$2,536.00	50.32%	\$2,504.00
42	Concrete straight curb restoration	12	L.F.	\$40.00	\$480.00						\$480.00
43	Bituminous wedge curb	0	L.F.	\$2.00	\$0.00						\$0.00
44	Stone or gravel driveway	0	S.Y.	\$5.00	\$0.00						\$0.00
45	Restoration of disturbed lawns	7	EA.	\$800.00	\$5,600.00						\$5,600.00
46	Traffic control and notifications	1	L.S.	\$10,000.00	\$10,000.00	0.5	\$5,000.00		\$5,000.00	50.00%	\$5,000.00
47	Complete preparation and clean-up	1	L.S.	\$25,000.00	\$25,000.00	0.5	\$12,500.00		\$12,500.00	50.00%	\$12,500.00
48	CCTV inspections and light cleaning	7000	L.F.	\$4.50	\$31,500.00						\$31,500.00
49	Heavy Cleaning	700	L.F.	\$5.00	\$3,500.00						\$3,500.00
50	Pre-ctv repair location verifications	33	EA.	\$300.00	\$9,900.00	22	\$6,600.00		\$6,600.00	66.67%	\$3,300.00
51	Emergency mobilization	0	EA.	\$1,000.00	\$0.00						\$0.00
52	Locating manholes for work access	0	HR	\$200.00	\$0.00						\$0.00
53	Photographic documentation	1	L.S.	\$2,000.00	\$2,000.00	0.5	\$1,000.00		\$1,000.00	50.00%	\$1,000.00
EW1	Install Uponor Chamber	0	EA.	\$3,800.00	\$0.00	3	\$11,400.00		\$11,400.00		\$0.00
EW2	Install Inside Drop Connection	0	EA.	\$1,200.00	\$0.00	1	\$1,200.00		\$1,200.00		\$0.00
Totals					\$241,091.00		\$121,385.80	\$0.00	\$121,385.80	50.35%	\$138,472.00



GATEWAY

On Call. On Time. On Target.

THE GATEWAY ENGINEERS, INC.

400 HOLIDAY DRIVE, SUITE 300
PITTSBURGH, PA 15220-2727
412.921.4030 PHONE
412.921.9960 FAX

December 22, 2012
C-55122-1225

www.gatewayengineers.com

South Hills Area Council of Governments
794 Washington Road
Pittsburgh, PA 15228-2021

Attn: Lou Gorski, Executive Director

Re: Joint Municipal SHACOG Sanitary Sewer Lining Project – Year 6
Application for Payment No. 1
Dormont Borough

Dear Lou:

We received the Contractor's Application for Payment No. 1 from Robinson Pipe Cleaning Co., dated December 19, 2012, in the amount of \$28,134.69. A copy of this application is enclosed for your review. The quantities as shown on the application were completed satisfactorily.

We recommend processing payment to Robinson Pipe Cleaning Co. in the amount of \$28,134.69, based on the quantities shown in the enclosed Application for Payment No. 1.

We understand SHACOG will invoice Dormont Borough for this work in the future so no payment by Dormont is due at this time.

If you have any questions, please call me at 412-921-4030, Ext 161.

Sincerely,
THE GATEWAY ENGINEERS, INC.

Michael Skinner, P.E.
Project Manager

Enclosure

cc: Jeffrey Naftal, Borough Manager
Stacey Graf, P.E., Project Engineer

G:\Projects\55000 Dormont\55122 Consent Order\2012\1225 O&M Lining\Docs\Engineering\Construction Administration\Pay Estimates\Pay App No. 1 Approval Letter_SHACOG.docx

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER:
 Dormont Borough
 1444 Hillside Avenue Suite 10
 Pittsburgh, PA 15216

PROJECT:
 Joint Municipal SHACOG Sanitary Sewer
 Lining Project - Year 6

APPLICATION NO.: 1

APPLICATION PERIOD: November 30, 2012

APPLICATION DATE: November 30, 2012

FROM CONTRACTOR:
 Robinson Pipe Cleaning Company
 2656 Idlewood Road
 Pittsburgh, PA 15205

VIA ENGINEER:
 The Gateway Engineers, Inc.
 400 Holiday Drive, Suite 300
 Pittsburgh, PA 15220

PROJECT NUMBERS: Engineer's: C-55122-1225
 Contractor's:
 Owner's:

CONTRACTOR'S APPLICATION FOR PAYMENT

See the attached continuation sheet(s)

1. ORIGINAL CONTRACT PRICE \$ 41,437.00
2. Net change by Change Orders \$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 41,437.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 229,615.46
 (Column F on Progress Estimate)

5. RETAINAGE:

- a. 5 % of Work Completed (\$ 29615.46) = \$ 1,480.77
 - b. 5 % of Materials Stored (\$ 0) = \$ 0.00
 - c. Total Retainage (Line 5a + Line 5b) = \$ 1,480.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 228,134.69
 7. LESS PREVIOUS PAYMENTS (Line 5 from prior Application) \$ 0.00
 8. AMOUNT DUE THIS APPLICATION \$ 228,134.69
 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 118,330.77
 (Column G on Progress Estimate + Line 5c above)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (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:

 Date: 12-11-12

ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 28,134.69
 (Line 8 or other - attach explanation of other amount)

ENGINEER:

 Date: 12-20-12

CHANGE ORDER SUMMARY

Number	Additions	Deductions
Prior approved		
Totals		
Net Changes		\$0.00

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Progress Estimate

For (contract): Joint Municipal SHACOG Sanitary Sewer Lining Project - Year 6

Application Period: November 30, 2012

Contractor's Application

Application Number: 1

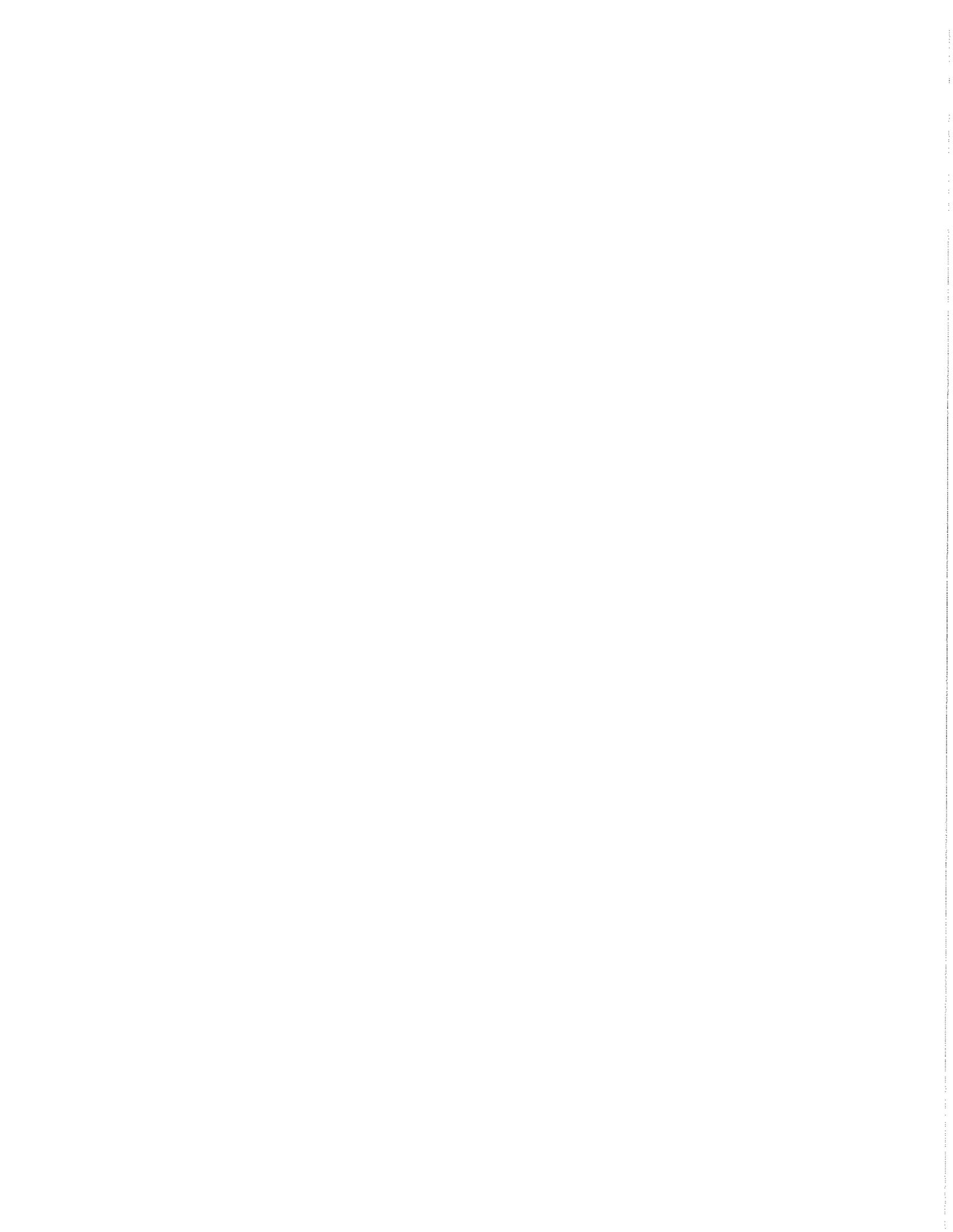
Application Date: November 30, 2012

A		B			C	D	E	F	G		
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity Installed	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/G)	Balance to Finish (B-F)
2	8" CIPP Spot Liner	112	L.F.	\$322.00	\$36,064.00	62	\$19,964.00		\$19,964.00	55.36%	\$16,100.00
5	10" CIPP Spot Liner	0	L.F.	\$325.00	\$0.00	12	\$3,900.00		\$3,900.00		\$0.00
5	12" CIPP Spot Liner	6	L.F.	\$385.00	\$2,310.00	6	\$2,310.00		\$2,310.00	100.00%	\$0.00
9	8" to 27" Heavy Cleaning	100	L.F.	\$3.63	\$363.00	342	\$1,241.46		\$1,241.46	342.00%	\$0.00
10	Removal of Prolifing Service Taps	1	EA.	\$200.00	\$200.00	2	\$400.00		\$400.00	200.00%	\$0.00
11	Reinstatement of Active Service Laterals	5	EA.	\$50.00	\$250.00	6	\$300.00		\$300.00	120.00%	\$0.00
13	Locating Manholes for Work Access	1	HR.	\$250.00	\$250.00	0	\$0.00		\$0.00		\$250.00
14	Traffic Controls and Resident Notification	1	L.S.	\$1,000.00	\$1,000.00	0.75	\$750.00		\$750.00	75.00%	\$250.00
15	Emergency Mobilization	1	L.S.	\$1,000.00	\$1,000.00	0.75	\$750.00		\$750.00	75.00%	\$250.00
Totals					\$41,437.00		\$29,615.46	\$0.00	\$29,615.46	71.47%	\$16,850.00

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Based on EJCDC NO. C-620 prepared by the Engineers' Joint Contract Documents Committee and AIA document G702.

00620-2



CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER:
 Dormont Borough
 1444 Hillside Avenue Suite 10
 Pittsburgh, PA 15216

PROJECT:
 2012 Capital Lining Program

APPLICATION NO.: 2

APPLICATION PERIOD: 10/17/2012 to 11/30/2012

APPLICATION DATE: December 3, 2012

FROM CONTRACTOR:
 Roto Rooter Services Company
 3731 William Penn Highway
 Murrysville, PA 15668

VIA ENGINEER:
 The Gateway Engineers, Inc.
 400 Holiday Drive, Suite 300
 Pittsburg, PA 15220

PROJECT NUMBERS: Engineer's: C-55122-1215
 Contractor's: _____
 Owner's: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

See the attached continuation sheet(s)

1. ORIGINAL CONTRACT PRICE \$ 70,090.00
2. Net change by Change Orders \$ 3,980.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 74,070.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 54,009.00
 (Column F on Progress Estimate)
5. RETAINAGE:
 - a. 5 % of Work Completed (\$ 54009) = \$ 2,700.45
 - b. 5 % of Materials Stored (\$ 0) = \$ 0.00
 - c. Total Retainage (Line 5a + Line 5b) \$ 2,700.45
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 51,308.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 39,908.55
8. AMOUNT DUE THIS APPLICATION \$ 11,400.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 18,781.45
 (Column G on Progress Estimate + Line 5c above)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (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: 12-4-12

ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 11,400.00
 (Line 8 or other - attach explanation of other amount)

ENGINEER: 
 By: _____ Date: 12-22-12

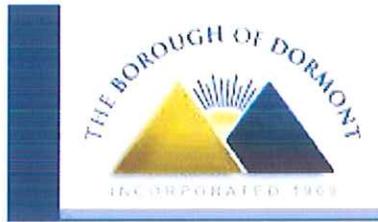
CHANGE ORDER SUMMARY		
Number	Additions	Deductions
2	\$3,980.00	
Totals	\$3,980.00	
Net Changes	\$3,980.00	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Progress Estimate

Contractor's Application

For (contract):		2012 Capital Lining Program		Application Number: 2		Application Date: December 3, 2012					
Application Period:		10/17/2012 to 11/30/2012		Application Date: December 3, 2012							
A											
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity Installed	Installed Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B-F)
1	Sanitary Sewer Point Repair, critical settlement, 0'-8'	15	L.F.	\$350.00	\$5,250.00	13	\$4,550.00		\$4,550.00	86.67%	\$700.00
2	Critical Wye Branch	1	EA.	\$300.00	\$300.00						\$300.00
3	Sanitary Sewer Laterals, critical settlement, 0'-8'	5	L.F.	\$50.00	\$250.00						\$250.00
4	Unsuitable Pipe Bedding	5	TON	\$10.00	\$50.00						\$50.00
5	Concrete Encasement for Utilities	6	L.F.	\$50.00	\$300.00						\$300.00
6	Rain Conductor Repair	5	L.F.	\$20.00	\$100.00						\$100.00
7	6" CIPP Lining (MH to MH)	210	L.F.	\$40.00	\$8,400.00						\$8,400.00
8	8" CIPP Lining (MH to MH)	680	L.F.	\$44.00	\$29,920.00	672	\$29,568.00		\$29,568.00	98.82%	\$352.00
9	Sanitary Sewer Heavy Cleaning	200	L.F.	\$3.00	\$600.00	177	\$531.00		\$531.00	88.50%	\$69.00
10	Reinstatement of Active Service Laterals	34	EA.	\$80.00	\$2,720.00	32	\$2,560.00		\$2,560.00	94.12%	\$160.00
11	Grouting of Active Service Laterals	34	EA.	\$400.00	\$13,600.00	30	\$12,000.00		\$12,000.00	88.24%	\$1,600.00
12	Locating Manholes for Work Access	2	HR.	\$50.00	\$100.00						\$100.00
13	Concrete Driveway Restoration	5	S.Y.	\$60.00	\$300.00	56.25	\$3,375.00		\$3,375.00	86.54%	\$300.00
14	Concrete Sidewalk Restoration	65	S.F.	\$60.00	\$3,900.00						\$3,900.00
15	Concrete Curb Restoration	10	L.F.	\$25.00	\$250.00						\$250.00
16	Lawn Restoration	1	EA.	\$500.00	\$500.00						\$500.00
17	Emergency Mobilization	1	EA.	\$1,000.00	\$1,000.00						\$1,000.00
18	Traffic Controls and Resident Notification	1	L.S.	\$1,000.00	\$1,000.00	0.5	\$500.00		\$500.00	50.00%	\$500.00
19	Preparation and Cleanup	1	L.S.	\$1,000.00	\$1,000.00	0.5	\$500.00		\$500.00	50.00%	\$500.00
20	Photographic Documentation	1	L.S.	\$250.00	\$250.00	0.5	\$125.00		\$125.00	50.00%	\$125.00
21	Pre-CCTV Verification of Repair Location	1	EA.	\$300.00	\$300.00	1	\$300.00		\$300.00	100.00%	\$0.00
EW1	Hand Dig Memorial Drive		L.F.	\$580.00	\$0.00						\$0.00
EW2	CCTV/Mobilization of Hand Dig		EA.	\$500.00	\$0.00						\$0.00
Totals					\$70,090.00		\$54,009.00	\$0.00	\$54,009.00	77.06%	\$16,081.00



MEMORANDUM

Date: December 23, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Appointment of Emergency Management Coordinator

Background:

Council has previously discussed having the Borough's Emergency Management Coordinator be changed to Mat Davis, one of our Desk Officers from T.J. Conroy, our Parks Superintendent. In order to facilitate this change, the State of Pennsylvania requires an official action by the Borough Council.

Discussion:

The decision to have a Desk Officer handle the Emergency Management Coordinator duties with the Parks Superintendent backing him up was made for a number of reasons. Among them are:

- Being in the Fire Department will facilitate training and knowledge for the position.
- The Parks Superintendent has so many other duties that his time devoted to being the Coordinator was limited.
- In most jurisdictions, the position is filled by someone from the Fire Department, or at least from a public safety department.

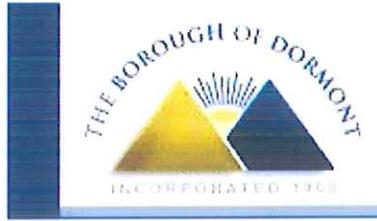
I have a letter from the Desk Officers Union indicating that these duties would not be part of the contract and thus not subject to any grievances or other union action.

Recommendation:

I recommend that Council appoint Mat Davis as the Borough's Emergency Management Coordinator and that T. J. Conroy be designated as his backup and that the State be notified of this change.

JN

Attachment



MEMORANDUM

Date: December 23, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Recreation Board Appointment

Background:

In December, Councilman Fabus took over as the Council liaison to the Recreation Board. Because of that, he resigned his appointment to that Board. His five year term would have been up in 2013 in any event. Staff advertised the opening on our website.

Discussion:

We received just one letter of interest in the open Recreation Board position, from Ms. Virginia Stocker of 1461 Alabama Avenue. Her e-mail expressing interest in the position is attached to this report. Ms. Stocker is a former member of the Recreation Board and has also been involved in DABA as well as other community activities.

Recommendation:

I recommend that Council appoint Ms. Virginia Stocker to fill a five year term on the Recreation Board.

JN

Attachment

December 27, 2012

RE: 2013 Line Officers

Borough of Dormont Council
1444 Hillsdale Avenue
Pittsburgh, PA 15216

Dear members of Council,

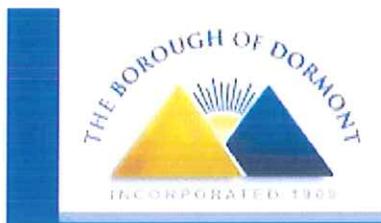
The Dormont Volunteer Firefighter's Association elected the Line Officers for 2013 at our regular business meeting on December 20, 2012. The following Officers were elected into position:

Chief Jeff Arnold
Captain I Bryan Taylor
Captain II Jeff Stakich

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

Sincerely,

Joey J. Schoenefeldt
Secretary
Dormont Volunteer Fire Department



MEMORANDUM

Date: December 25, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *jn*

Subject: Agreement with Dormont Desk Officers/Fire Apparatus Operators

Background:

On August 21, 2012, the Dormont Police Association provided me with their requests as part of contract renewal negotiations. After costing out these proposals, I spoke with Council at an Executive Session about what was being requested, the costs to the Borough, and staff counter-proposals that might be issued. Following that meeting, I spoke again with Union representatives and then Council in Executive Session twice more. Following these meetings the Union has reached an agreement with the Borough on the terms of a new contract.

Discussion:

The final items that the union and the Borough have agreed on for their new contract are as follows:

1. A three (3) year contract beginning on January 1, 2013 and expiring on December 31, 2015.
2. A 2% wage increase on January 1, 2013 for those hired prior to 2003.
3. A 4% wage increase on January 1, 2013 for those hired in 2003 or later.
4. A 2% wage increase on January 1, 2014 for those hired prior to 2003.
5. A 4% wage increase on January 1, 2014 for those hired in 2003 or later.
6. A 3% wage increase on January 1, 2015 for all bargaining unit members.
7. Removal of the annual cap, but not the payout cap, for sick leave accruals for those hired in 2003 or later.
8. Changing them out of their current health insurance to place them with the other Borough employees in the Highmark Health Insurance plan.

9. Changing the way overtime is calculated for bargaining unit members from all hours over 40 in a week to all hours over 53 in a week. This was necessitated in order to bring the union into compliance with the Federal Fair Labor Standards Act (FLSA).
10. Adding a reopener on July 1, 2014 to discuss whether the new overtime schedule is working and if not what the options for the union are.
11. Increase the number of in-house fire training hours permitted from 30 to 40 per year.

The costs (or savings) for these items are as follows:

1. \$6,037.82 in the first year of the contract for the 2%/4% wage increase.
2. \$6,235.13 in the second year of the contract for the 2%/4% wage increase.
3. \$6,554.52 in the third year of the contract for the 3% wage increase.
4. \$0 for the removal of the annual cap on sick leave accruals.
5. \$1,613.67 for the entire contract by increasing training hours.
6. \$6,000.00 saved for the entire contract by bringing the members back into the Highmark health insurance plan.
7. \$101,145 saved for the entire contract by changing the overtime schedule.

There is also an extra-contractual element to settling the contract which is arranging for the retirement of Mr. Jim Medsger and covering his health insurance for two years until he is eligible for Medicare. There is a net savings to the Borough for this because of our ability to hire a younger employee to fill Mr. Medsger's position. That net savings is approximately \$30,000 over the life of the contract with the bulk of that savings coming in year 3 of the contract.

Including the extra-contractual agreement, the total savings for the Borough for this proposed agreement over the three years of the contract is approximately \$115,000. The reason for the large savings on item #7 above is that when the bargaining unit members switch to the FLSA schedule they will be paid for some of their working hours at straight time instead of overtime. The attached contract and Memorandum of Understanding reflects all of the changes noted above and is ready for Council approval.

Recommendation:

I recommend that Council approve the three year contract with the Dormont Desk Officers/Fire Apparatus Operators beginning on January 1, 2013 and continuing until December 31, 2015.

JN

Attachments

Cc: Jeff Arnold, DVFD Fire Chief

AGREEMENT

BETWEEN

THE BOROUGH OF DORMONT

AND

THE DESK OFFICERS/FIRE APPARATUS OPERATORS

January 1, 2013 – December 31, 2015

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AGREEMENT BETWEEN
THE BOROUGH OF DORMONT AND
THE DESK OFFICERS/FIRE APPARATUS OPERATORS

I. TERM OF AGREEMENT

The term of this agreement shall be three years from January 1, 2013 through December 31, 2015.

II. COMPENSATION

A. WAGES

Wages for Officers shall be as follows:

FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013
 HIRED BEFORE JANUARY 1, 2003

Step 5:	100%	\$56,370.91 yearly	\$27.10 hourly
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FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013
 HIRED AFTER JANUARY 1, 2003

Step 1:	60%	\$29,852.16 yearly	\$14.35 hourly
Step 2:	70%	\$34,827.52 yearly	\$16.74 hourly
Step 3:	80%	\$39,802.88 yearly	\$19.14 hourly
Step 4:	90%	\$44,778.24 yearly	\$21.53 hourly
Step 5:	100%	\$49,753.60 yearly	\$23.92 hourly

FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
 HIRED BEFORE JANUARY 1, 2003

Step 5:	100%	\$57,498.33 yearly	\$27.64 hourly
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FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
HIRED AFTER JANUARY 1, 2003

Step 1:	60%	\$31,046.25 yearly	\$14.93 hourly
Step 2:	70%	\$36,220.62 yearly	\$17.41 hourly
Step 3:	80%	\$41,395.00 yearly	\$19.90 hourly
Step 4:	90%	\$46,569.37 yearly	\$22.39 hourly
Step 5:	100%	\$51,743.74 yearly	\$24.88 hourly

FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013
HIRED BEFORE JANUARY 1, 2003

Step 5:	100%	\$59,223.28 yearly	\$28.47 hourly
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FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2013
HIRED AFTER JANUARY 1, 2003

Step 1:	60%	\$31,977.63 yearly	\$15.37 hourly
Step 2:	70%	\$37,307.24 yearly	\$17.94 hourly
Step 3:	80%	\$42,636.85 yearly	\$20.50 hourly
Step 4:	90%	\$47,966.45 yearly	\$23.06 hourly
Step 5:	100%	\$53,296.06 yearly	\$25.62 hourly

All salaries are keyed off of a Desk Officer/Fire Apparatus Operator who has completed four (4) years of service. New hires are paid at 60% of that rate. Bargaining unit members who have completed one (1) year of service with the Borough are paid 75% of that rate. Bargaining unit members who have completed two (2) years of service with the Borough are paid at 80% of that rate. Bargaining unit members who have completed three (3) years of service with the Borough shall be paid at 90% of that rate. Bargaining unit members who have completed four (4) years of service with the Borough are paid at 100% of that rate.

B. LONGEVITY

In addition to wages, full-time Desk Officers/Fire Apparatus Operators shall receive, based upon past service, the following yearly longevity pay, to be paid annually on employee's employment anniversary date: During an employee's first four years of employment, he/she shall receive no longevity benefit. During the fifth year of a full-time Desk Officers/Fire Apparatus Operator's employment, he/she shall receive \$200 as a longevity payment on the anniversary date of the officer's employment. Thereafter, the longevity payment shall increase \$75.00 per year of service to a maximum of \$1,700.00.

C. HOURS OF WORK AND OVERTIME PAY

Full-time Desk Officers/Fire Apparatus Operators, including new hires, may be required to work one additional 8 hour shift in a 28 day period which will be used to cover the 21st shift each week. (The 21st shift will be scheduled in advance and will be fixed in a rotation with each full-time Desk Officers/Fire Apparatus Operator covering one extra (21st) shift every 4 weeks at the regular hourly rate). If a scheduled Desk Officers/Fire Apparatus Operator is off on the 21st shift for any reason, the shift may be filled with a part-timer or Desk Officers/Fire Apparatus Operator under the procedure which exists in the current contract. Overtime shall be paid based on the Fair Labor Standards Act exemption for Firefighters (the 7K Schedule) and will be paid for all hours over 53 in a 7 day period. For the purposes of overtime, hours worked shall specifically include any vacation or compensatory time utilized, but shall not include sick time.

D. SHIFT DIFFERENTIAL

Full-time Desk Officers/Fire Apparatus Operators shall receive a shift differential of \$.25/hr. for the 3-11 and 11-7 shifts.

E. COMPENSATORY TIME

Full-time Desk Officers/Fire Apparatus Operators may elect to take compensatory time off in lieu of payment for overtime, providing that an employee may not accumulate more than forty (40) hours of compensatory time off. 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. Any overtime accumulated beyond the forty (40) hours shall be paid to the employee at the rate of one and one-half times the regular rate. The employee is required to provide at least five (5) days notice to the Chief of Police (or his 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. Education Pay

Upon the attainment of any of the following degrees in an education field of endeavor, compensation shall be paid to full-time Desk Officers/Fire Apparatus Operators at the following rates:

Completion of:	Annual Lump Sum Payment:
Associate's Degree	\$200.00
Bachelor's Degree	\$300.00
Master's Degree	\$400.00

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

2. Fire Calls

Full-time Desk Officers/Fire Apparatus Operators called out to a fire scene, when they are in off-duty status, shall be guaranteed two hours' pay at the rate of time and one-half times their regular hourly straight time base rate of pay. Hours worked on such a call out in excess of two hours shall be compensated at the rate of time and one-half times regular hourly straight time base rate of pay.

Employees who are called out for a fire call shall remain for the entire hour for which they are being compensated until relieved of duty by management.

3. Uniform Allowance

When a new full-time Desk Officer/Fire Apparatus Operator is hired, the Borough will provide initial Turnout Gear and 3 sets of Desk Uniforms (shirts/trousers) and 1 pair boots/shoes, 1 work belt, 1 light jacket, 1 winter jacket, and 3 work T-shirts (used while doing labor at Fire Garage). The employee will return all uniform and equipment items should the employee leave the employment of the Borough within three years. In 2nd year of employment, a full-time Desk Officers/Fire Apparatus Operator will receive \$175 for uniform allowance; in the 3rd year of employment,

full-time Desk Officers/Fire Apparatus Operator will receive \$275; and \$375 every year thereafter. Uniform Allowance will be granted and made available on the 1st day of the Calendar Year and will be pro-rated during times that an employee is off on Worker's Comp, Sick Time, or any other contractually agreed absence in excess of 60 days per Calendar Year. In addition, the Borough will replace the Turnout Gear "as needed" through application to the Borough Manager. Replacement of the Turnout Gear is excluded from the Uniform Allowance.

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.

Each employee's unexpended uniform allotment for a given year shall revert to the Borough if not expended within that year, with the exception that upon approval of the Chief of Police, an employee may carry over up to \$150 of the allotment to the following year, PROVIDED THAT the total of the carryover amount for the succeeding year's allocation does not exceed \$525.00.

Effective January 1, 2007 the uniform allowance shall be increased by \$50.00 over the 2006 uniform allowance. Effective January 1, 2008 the uniform allowance will be increased by \$50.00 over the 2007 uniform allowance. Effective January 1, 2009 the uniform allowance shall be increased by \$50.00 over the 2008 uniform allowance.

4. Reimbursable Expenses

Compensation associated with training, conferences, and other work related expenses shall be reimbursed by the Borough provided that it:

1. is pre-approved by the Borough Manager and a recommendation of the Fire Chief;
2. documented by receipts;
3. a necessary and allowable expense for meals, board or mileage;
4. and presented on a department expense voucher.

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

G. FIRE TRAINING

Each full-time Desk Officers/Fire Apparatus Operator may attend a minimum of 40 hours per year for inside training. Inside training shall include any training with the Mt. Lebanon Fire Department. Any additional inside training beyond the 40 hours per year minimum will require approval by the Borough Manager. Upon request, Quarterly meetings will occur between the Fire Chief, Desk Officers/Fire Apparatus Operators, and Borough Manager to discuss, in good faith, upcoming outside training. Any outside training, including any training with the Mt. Lebanon Fire Department, must be approved as appropriate and beneficial to the Department and the Community by the Fire Chief and Borough Manager.

The employer may adjust the apparatus operator's scheduled work week so that the attendance at the training sessions falls within his/her normal forty hour work week. The employer may substitute a part-time desk officer to work part of the operator's scheduled forty hour week so the operator can attend this training during a non-scheduled part of the work week.

The operator shall give the employer two weeks notice of he/her intention to attend a fire training drill so that the employer will have the opportunity to adjust the schedule to avoid overtime payments to the operators for fire training.

III. BENEFITS

A. VACATIONS

The following vacation schedule for current full-time Desk Officers/Fire Apparatus Operators 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 25 years completed	20 working days
Over 25 years	27 working days

For full-time Desk Officers/Fire Apparatus Operators hired after January 1, 2003, the following vacation schedule shall apply:

1 through 7 years completed	10 working days
8 through 14 years completed	15 working days
15 years completed and over	20 working days

Procedures for the selection of vacations are set forth in Section IV – Working conditions.

B. HOLIDAYS

There will be eleven (11) paid holidays a year for full-time Desk Officers/Fire

Apparatus Operators, these holidays being

- | | |
|---------------------|-----------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Good Friday | 8. Thanksgiving |
| 3. Easter | 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 full-time Desk Officer/Fire Apparatus Operator 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 and Thanksgiving Day holidays, a full-time Desk Officer/Fire Apparatus Operator will be paid time and one-half in addition to the holiday benefit itself, when the bargaining unit employee actually works on the holiday.

C. SICK LEAVE

1. Full-time Desk Officer/Fire Apparatus Operator hired prior to January 1, 2003 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. Sick leave days which are not utilized shall be accumulated without limitation. At retirement, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators unused sick leave at a rate of \$25 per day up to a maximum of 150 days. Effective January 1, 2012, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators at retirement unused sick leave at the rate of \$50 per day up to a maximum of 150 days. Employees may “sell back” to the Borough up to five days of sick leave from the current year’s allotment of sick days at full rate (i.e. current base pay) to be received with the first pay in December.

2. Full-time Desk Officers/Fire Apparatus Operators hired after 1/1/03, shall be granted 1 sick day every 5 weeks of employment during the first year of employment until the end of the calendar year. Thereafter, on the first day of the new calendar year, new Officers shall receive 10 sick days. Sick leave days which are not utilized shall be accumulated without limitation. They shall be able to sell back up to 5 unused sick days per year as defined in Paragraph 1. above. At retirement, the Borough will buy back unused sick leave from new full-time Employees at a rate of \$25 per day up to a maximum of 90 days. Effective January 1, 2012, the Borough will buy back from full-

time Desk Officers/Fire Apparatus Operators at retirement unused sick leave at the rate of \$50 per day up to a maximum of 90 days.

3. 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 Physician's certificate verifying that such absence was due to illness and that 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 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 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.

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

5. Sick leave may be utilized in increments of four 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.

6. After the first three illnesses within a calendar year in which an employee has used one 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 that 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.

7. An employee on extended disability as of the first of the calendar year shall not receive the annual grant of sick days until he is certified by a physician of the Borough's choice for return to full duty.

D. BEREAVEMENT LEAVE

In the event of the death of the full-time Desk Officer/Fire Apparatus Operator's father, mother, son, daughter, sister, brother, wife, 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 duties on behalf of the Borough, and by reason thereof is temporarily incapacitated from performing his Borough duties, shall be paid by the Borough his full rate of salary to the extent required by law. During the 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 so made by the employee, the amount so due the Borough shall be deducted from any salary then or thereafter becoming due and owing.

F. INSURANCE

1. Off Duty Long Term Disability

- a. The Borough shall provide an insurance policy for the full-time Desk Officers/Fire Apparatus Operators 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 of his 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 65, whichever occurs first.

- b. It is understood and agreed that a full-time Desk Officer/Fire Apparatus Operator 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 is entitled to receive under the aforesaid insurance policy.
- c. It is agreed that an employee cannot use any of his accumulated sick time if he 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 full-time Desk Officers/Fire Apparatus Operators as follows: Life Insurance \$50,000 with accidental death and dismemberment of \$100,000.

G. PERSONAL DAYS

Each full-time Desk Officer/Fire Apparatus Operator is to be granted one (1) personal day during the calendar year, to be selected at his option. Effective January 1, 2007, one personal day will be added. Procedures for the scheduling of personal days are set forth in Section IV – Working Conditions.

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, full-time Desk Officers/Fire Apparatus Operators shall be presumed to have seniority within their respective job classification (Desk

Officer/Fire Apparatus Operator). Seniority credit cannot be transferred between job classifications as it applies to the picking of schedules and vacations. Seniority will equal the full-time Desk Officers/Fire Apparatus Operator's total continuous service with the Borough from the date of his/her full-time employment in his/her job classification. The person with the longest length of service shall have the most seniority and shall be given the first selection when seniority rights are applied. The seniority rights shall then be extended to the next most senior person and so on until the seniority rights are exhausted. Seniority credit cannot be transferred between job classifications as it applies to the picking of schedules and vacations. In addition, call out rights will continue to be based on the total length of service. 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 – Desk Officers/Fire Apparatus Operator. 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 post the available schedule one (1) month before the end of each preceding period. Each full-time Desk Officer/Fire Apparatus Operator shall be personally contacted and directed to pick an available shift. All contacts, requests, and picks will be done via seniority within the job classification – Desk Officers/Fire Apparatus Operator. If an employee fails to pick a shift schedule within three 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 consecutive days off within the work week

2. The Chief of Police will at all times attempt to schedule 16 hours off between shifts. The only exception to this guideline will be when manpower requirements exceed the available personnel or when the employee is working an overtime shift.

3. Switching shifts will be permitted between employees within the job classification. Requests for the switching of shifts will be in writing to the Chief of Police at least 72 hours in advance of the shift. 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.

4. On an annual basis, full-time Desk Officers/Fire Apparatus Operators will have the option to rotate pass days within the scheduled shift by majority vote. Should this option be selected by the full-time Desk Officers/Fire Apparatus Operators, the rotation of pass days will remain constant for the entire year and the schedule selection will only involve the hours of the shift.

C. **ASSIGNMENT OF OVERTIME** (Note: This Section does not apply to the scheduling of the 21st shift. See Article II, Paragraph C.)

1. For the purposes of determining the assignment of overtime, three daily work shifts are established with respective work 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 of the three enumerated shifts based on the time allocation of the majority hours of the odd shift within three 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 with shift and seniority as follows:

When additional work must be performed on any shift or when an employee is absent and cannot work his regular work shift due to disabilities caused by accident or illness, the necessity to appear in court as a witness, death in the family, approved leave of absence, and a substitute is needed, the employee who regularly works such shift but who is on pass will be given first opportunity to do such work. If such employee is not available, then other employees on pass, regardless of their shift, will be given the opportunity to do such work in accordance with their seniority. If none of such employees is available, other employees working that day shall be offered the opportunity to double out on the open shift in accordance with their seniority.

2. During vacation periods, it is understood that employees will work their regular pass days when scheduled by the Chief of Police
3. 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.

4. 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 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.

5. 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 opportunities.

D. WORK WEEK

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

E. SHIFT REQUIREMENTS

There shall be a minimum of one (1) Desk Officer/Fire Apparatus Operator scheduled and working for every shift twenty four (24) hours a day seven (7) days a week.

Effective January 1, 2011 minimum staffing requirements shall be eliminated; the Borough shall continue to schedule one full-time Desk Officer/Fire Apparatus Operator for every shift, 24/7, but it will be a matter of managerial prerogative for the Borough to determine whether and how to replace a Desk Officer/Fire Apparatus Operator absent from a shift.

In the event the Borough decides to utilize full-time Desk Officers/Fire Apparatus Operators to perform Fire Inspector 1 or Fire Inspector 2 functions the Borough will provide the necessary training and will assume the full expense of such training.

F. PART-TIME DESK OFFICERS/FIRE APPARATUS OPERATORS

1. The DORMONT Borough management reserves the right to hire part-time Desk Officers/Fire Apparatus Operators at rates established by the Borough as long as their utilization does not result in the involuntary reduction in the forty (40) hour work week of the specific employees employed as full-time employees prior to 1/1/98. Further, the use of part time employees shall not result in the lay-off or furlough of any current Desk Officer/Fire Apparatus Operator employees.

2. Scheduling

Part-time Desk Officers/Fire Apparatus Operators will be required to sign up for open shifts 14 days in advance if there are 3 full-time employees and 7 days in advance if there are 4 full-time employees. If part-time Desk Officers/Fire Apparatus Operators have not signed up within these time limits, full-time Desk Officers/Fire Apparatus Operators may sign up for these shifts as Overtime.

3. Vacation Periods

The part-time Desk Officer/Fire Apparatus Operator(s) can work all vacation periods taken by full-time Desk Officer/Fire Apparatus Operator employees. The provisions of this Paragraph are subject to the limitations set forth in Subparagraph 5 hereof.

4. Illness

In the event a full-time Desk Officers/Fire Apparatus Operator is absent due to illness for a period of three (3) days or less, full-time Desk Officers/Fire Apparatus Operators may elect to substitute for the absent Desk Officers/Fire Apparatus Operator. Such election shall be based upon seniority as defined in the Agreement. Should all full-time Desk Officers/Fire Apparatus Operators decline to substitute in the foregoing circumstance, then the part-time Desk Officers/Fire Apparatus Operator shall have the opportunity to substitute for the absent full-time Desk Officers/Fire Apparatus Operator. If a full-time Desk Officers/Fire Apparatus Operator is absent due to illness for a period in excess of three (3) days, the part-time Desk Officers/Fire Apparatus Operator may substitute for the absent employee at the sole discretion of

management. The provisions of this Paragraph are subject to limitations set forth in Subparagraph 5 hereof.

5. Overtime

In the event that a part-time Desk Officers/Fire Apparatus Operator has accumulated a total of forty (40) working hours for the Borough in one week's time, either in his capacity as a part-time Desk Officers/Fire Apparatus Operator or otherwise, then the part-time Desk Officers/Fire Apparatus Operator shall not accumulate any additional working hours in his capacity as a part-time Desk Officers/Fire Apparatus Operator unless and until all full-time Desk Officers/Fire Apparatus Operators have been given the opportunity to work and have refused to work during the periods of time available. Such option by the full-time Desk Officers/Fire Apparatus Operators shall be based upon seniority as defined in this Agreement. In the event that a part-time Desk Officers/Fire Apparatus Operator works in excess of forty (40) hours per week in his capacity as a part-time Desk Officers/Fire Apparatus Operator, he/she shall be paid at the rate of time and one-half for all excess hours.

6. Assignment

The part-time Desk Officers/Fire Apparatus Operators shall, when directed to do so, work in his/her capacity as a part-time Desk Officers/Fire Apparatus Operator, and such duties shall take preference over any other Borough employee duties.

V. **RETIREMENT – UNUSED SICK LEAVE**

The Borough shall pay a full-time Desk Officer/Fire Apparatus Operator hired prior to January 1, 2003 at the rate of \$25.00 per day for all unused sick leave up to 150 days maximum that an employee has accumulated during the course of his employment at the time of any employee's retirement. For full-time Desk Officers/Fire Apparatus Operators hired after January 1, 2003, the maximum number of days is 90.

VI. **PENSION**

A. The parties hereto acknowledge that the Borough has provided for a Non Police Employee Pension Fund under Ordinance No. 1458. All full-time Desk Officers/Fire Apparatus Operator shall be covered by said pension fund.

B. Said pension is to be calculated on the basis of the last thirty-six (36) months said employee worked or was paid prior to retirement.

C. Post-Retirement Health Insurance The Borough will pay each full-time Desk Officer/Fire Apparatus Operator who retires after the effective date of this contract with a full service retirement or a disability retirement, \$100 per month toward the purchase of health insurance coverage. This benefit would be paid for a maximum period of 5 years following the date of retirement. This benefit would only be paid if the employee has not obtained health care insurance from any other source (i.e. employment, spousal coverage, etc).

Furthermore, the employee must continually show the Borough that they have actually obtained Health Insurance.

D. Pretax pension contributions – The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that Desk Officers/Fire Apparatus Operators will be able to make their pension contributions on a pre-tax basis. Under current law, this only applies to federal income tax, internal revenue code paragraph 414(h)(2). The pre-tax employee pension contributions are contingent upon the Borough filing any necessary application and/or obtaining the necessary governmental approvals.

VII. MISCELLANEOUS

A. RESIDENCY REQUIREMENTS

Desk Officers/Fire Apparatus Operators shall reside within two miles of the DORMONT Borough Building.

In the event that a Desk Officer/Fire Apparatus Operator establishes residency outside of the aforesaid two (2) 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 this 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 grievances, disputes and differences will be called grievances in this 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 Services Rules of the Borough. The employee, however, shall have the right to grieve all matters of discipline, provided that once an officer elects to proceed under the grievance procedure rather than the Civil Service procedure, the election cannot 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 shall not sit as a Grievance Board member in that particular case. Members of the Grievance Board shall not be compensated by the Borough for the time spent in this function. However, if a Grievance Board member loses time from his regular shift while attending a meeting with Borough representatives, he shall receive his 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 an unsatisfactory decision.

6. The following are the grievance steps and the Representatives 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 Step 1 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 panel of seven neutral grievance arbitrators from the Federal Mediation and Conciliation Service or the Pennsylvania Bureau of Mediation. The Parties shall meet within five (5) work days after the receipt of such a list. The Parties shall choose a neutral arbitrator by alternate striking from the list of seven 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 thereof, shall be in writing.

8. Grievance procedures must be initiated and appeal 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 the 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. SUBCONTRACTING

The DORMONT Borough management reserves the right to subcontract for the service of dispatching for emergency police, fire and EMS calls. The Borough may exercise this right unilaterally, without notice and without further bargaining or interest arbitration. All other duties currently performed by the Desk Officers/Fire Apparatus Operators, excluding the dispatching of police, fire, and EMS calls, shall remain the work of the Desk Officers/Fire Apparatus Operators.

E. JOB DESCRIPTIONS

It shall be the primary responsibility of the Desk Officer/Fire Apparatus Operator to operate the fire apparatus during fire calls according to the standard operating procedures established by management. When not engaged in this activity, the Desk

Officer/Fire Apparatus Operators shall answer the telephone, perform record keeping duties, and other police clerical duties as required by the Chief of Police. The Desk Officer/Fire Apparatus Operators shall operate the CLEAN and NCC computer as well as the internal DORMONT Police Computer. The Desk Officers/Fire Apparatus Operators shall serve as guards and turn keys for prisoners being detained by the police department. The Desk Officers/Fire Apparatus Operators shall continue to perform all duties that are currently assigned to them. Employees shall be expected to perform such additional duties as shall be assigned to them from time to time by the Employer.

F. DRUG AND ALCOHOL POLICY

The Borough reserves the right to negotiate a Drug and Alcohol Testing and Treatment Plan 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 members of the bargaining unit that are not modified by this agreement, shall remain “as is”.

H. SPECIAL DUTY ASSIGNMENT

In the event of a prediction of four or more inches of snow by KDKA Channel 2, a Desk Operator/Fire Apparatus Operator will be held over from the previous shift or called in early from the following shift for two hours to assist in installing snow chains on the tires of the fire trucks.

I. USE OF VOLUNTEERS

The Borough may use members of the Dormont Volunteer Fire Department to drive/operate fire apparatus under any of the following circumstances:

- a) One full-time Fire Apparatus Operator has been off work due to illness, injury or any other extended leave for a period of 30 days or more; or
- b) Two or more full-time Fire Apparatus Operators are off work due to illness, injury or any other extended leave for a period of 7 days or more; or
- c) No full-time Fire Apparatus Operator is available for work; or
- d) No full-time Fire Apparatus Operator is available for work who has not just completed 16 consecutive hours of work.

In order for any of the above circumstances to be utilized by the Borough to allow a volunteer Firefighter to drive/operate fire apparatus, there must be 4 full-time Fire Apparatus Operators employed by the Borough at the time, unless the Borough is proceeding in good faith to fill a full-time vacancy in a timely fashion, through the civil service process.

J. REOPENER

Effective July 1, 2014, the Borough and Bargaining Unit agree to reopen this Agreement for the sole purpose of evaluating the FLSA Overtime schedule put into effect with this Agreement. At that time, the Bargaining Unit will make a determination as to whether they wish to keep the 7K Schedule in place, modify it, or change to a 40 hour per week overtime schedule. The Borough will cost out any changes and provide that information to the Council as part of the FY 2015 Budget Process.

Any changes resulting from this re-opener shall become effective on January 1, 2015, unless otherwise agreed.

The Board of Arbitration shall retain jurisdiction to resolve any re-opener issues.

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

ATTEST:

BOROUGH OF DORMONT

Borough Manager

Council President (Seal)

ATTEST:

DORMONT DESK OFFICERS/FIRE
APPARATUS OPERATORS

_____ (Seal)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BOROUGH OF DORMONT

AND

DORMONT DESK OFFICERS/FIRE APPARATUS OPERATORS UNION

This Memorandum of Understanding is issued in conjunction with the Agreement between the Borough of Dormont and the Dormont Desk Officers/Fire Apparatus Operators Union which begins on January 1, 2013 and extends through December 31, 2015. It is to provide for the early retirement of James Medsger effective no later than April 1, 2013.

Whereas, James Medsger is a bargaining unit member of the Dormont Desk Officers/Fire Apparatus Operators Union; and

Whereas, James Medsger has been an employee of the Borough since 1977; and

Whereas, James Medsger would need to work two (2) additional years to reach eligibility for Medicare; and

Whereas, the Borough would save approximately \$8,000 per year if James Medsger retires and a new employee is hired to fill his position.

Now therefore in exchange for value consideration the parties agree as follows:

1. In exchange for these long term savings, the Borough is willing to pay for James Medsger's health insurance for no more than two (2) years.
2. James Medsger can exit from the Borough's health insurance at any time within the two (2) years but no later than two (2) years from the effective date of his retirement from the Borough. If he elects to do that, cannot return to the Borough's health insurance.
3. James Medsger is responsible for arranging for his retirement and any other benefits available to him.
4. This Memorandum of Understanding is based on the circumstances of James Medsger and the Borough as of this date and are in no way to be considered past practice, contractually obligated, or binding on the Borough in the future for anyone other than James Medsger.

Willard McCartney, Council President

For the Union

Jeffrey Naftal, Borough Manager

For the Union