



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

1. Executive Session 6:00PM
  - A. AT&T Antenna Lease Agreement
  - B. 2708 Broadway Conservatorship Property
2. Call to Order
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
  - A. Proclamation for Mr. Ian Cummins for his Walk Across America for Mental Health Awareness
  - B. Recognition of Mr. Brandon Bonwell for his participation with Mr. Cummins
  - C. Recognition of Mr. Jacob Lusardi for his participation with Mr. Cummins
6. Comments from the Mayor
7. Council Committee Reports
8. Council President's Report
9. Borough Manager's Report
10. Consent Agenda
  - A. Motion to 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 September 2, 2014 Council Business Meeting.
  - D. Motion to approve the Warrant List for September, 2014.
  - E. Motion to authorize Payment #1 for Laurel Asphalt for \$6,950 for work on the crosswalks on Dormont Avenue, etc.
  - F. Motion to accept the resignations of Cara Pattinato and Mary McClelland from the Recreation Advisory Board.



11. Action Items

- A. **Approval of Reserved Accessible Parking Space** – Motion to approve a Reserved Accessible Parking Space for Mr. Thomas Barket of 1326 Mississippi Avenue as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- B. **Authorization to Engage Hazen and Sawyer to Develop a Stormwater Management Fee** – Motion to authorize the Borough Manager to execute an agreement with Hazen and Sawyer to develop a methodology for a stormwater management fee as outlined in the staff report – Finance and Legal Committee – Onnie Costanzo, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- C. **Authorization to Engage Third Party Permit Inspection Service** – Motion to authorize the Borough Manager to execute an agreement with Plans Examiners, Inc. for third party plan review and inspection services as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- D. **Acceptance of Keystone Project Grant from the Pennsylvania Historical and Museum Commission** – Motion to accept a Keystone Project Grant from the Pennsylvania Historical and Museum Commission for a total project cost of \$31,337 with a Borough match of \$6,000 as outlined in the staff report – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion

12. Discussion Items

- A. **Budget Calendar Reminder** – Borough Manager

13. Comments from the Public on Non-Agenda Items

14. Announcements

15. Adjournment



## PROCLAMATION

WHEREAS, Ian Cummins and his family reside at 1016 Biltmore Avenue; and,

WHEREAS, mental illness claims the lives of approximately 30,000 people per year and,

WHEREAS, Ian's only brother, Ryan, struggled with a mental illness for four years and eventually lost that battle on November 9th, 2013 and,

WHEREAS, Ian has successfully completed a walk across America in an effort to "battle mental illness through awareness" and to share his brother Ryan's story nationwide and,

WHEREAS, Ian began walking on March 1, 2014 and finished his cross country walk on August 30, 2014; and,

WHEREAS, Ian successfully got the public to discuss mental illness, its causes, treatments and preventions;

NOW THEREFORE, The Borough Council designates October 6, 2014 as Ian Cummins Day in the Borough of Dormont.

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Willard McCartney, Council President

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Phillip Ross, Mayor



**BOROUGH OF DORMONT**  
**CERTIFICATE OF RECOGNITION**

**WHEREAS**, Mr. Ian Cummins undertook a walk across the United States to raise awareness of mental illness and its impacts; and

**WHEREAS**, Mr. Brandon Bonwell, who lives in the Borough of Dormont joined Mr. Cummins for the first week of his walk; and

**WHEREAS**, Mr. Bonwell gave his personal time to such a worthwhile endeavor; and

**WHEREAS**, Mr. Bonwell is now back in his hometown of Dormont;

NOW, THEREFORE WE, **THE BOROUGH COUNCIL OF DORMONT**, do hereby present this Certificate of Recognition to Mr. Brandon Bonwell and encourage all residents to be more aware of mental illnesses and the impacts it can have on individuals.

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Willard McCartney, Council President

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Phillip Ross, Mayor



**BOROUGH OF DORMONT**  
**CERTIFICATE OF RECOGNITION**

**WHEREAS**, Mr. Ian Cummins undertook a walk across the United States to raise awareness of mental illness and its impacts; and

**WHEREAS**, Mr. Jacob Lusardi, who lives in the Borough of Dormont joined Mr. Cummins for the last three months of his walk from Kansas to California; and

**WHEREAS**, Mr. Lusardi gave his personal time to such a worthwhile endeavor; and

**WHEREAS**, Mr. Lusardi is now back in his hometown of Dormont;

NOW, THEREFORE WE, **THE BOROUGH COUNCIL OF DORMONT**, do hereby present this Certificate of Recognition to Mr. Jacob Lusardi and encourage all residents to be more aware of mental illnesses and the impacts it can have on individuals.

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Willard McCartney, Council President

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Phillip Ross, Mayor

# DORMONT VOLUNTEER FIRE DEPARTMENT

## MONTHLY ALARM SUMMARY

<b>MONTH YEAR</b>	<b>TOTAL ALARMS</b>	<b>TOTAL DRILLS</b>	<b>TOTAL DAMAGES</b>
<b>August 2014</b>			
08/01/14	1205 Illinois Ave.	False Alarm	None
08/03/14	Dormont Ave/Banksville	Wires Down	None
08/03/14	Annapolis Ave/Beverly Rd	Transformer Sparking	None
08/03/14	1260 Illinois Ave.	False Alarm	None
08/04/14	2730 Philadelphia Ave	Wires Down	None
08/07/14	2820 West Libety Ave.	False Alarm	None
08/07/14	1501 McFarland Rd.	Poss. Structure Fire (M A)	None
08/10/14	400 Cochran Rd.	Poss. Structure Fire (MA)	None
08/11/14	3111 Gaylord Avenue	Natural Gas in Residence	None
08/11/14	236 Hazel Dr.	Poss. Structure Fire (MA)	None
08/16/14	671 Margaret St.	Structure Fire (MA)	None
08/17/14	1200 Arkansas Ave.	C O Condition	None
08/17/14	252 Connecting Rd.	Dryer Fire (MA)	None
08/19/14	2906 West Liberty Ave.	Odor of Natural Gas	None
08/21/14	270 Jefferson Dr.	Odor of Natural Gas (MA)	None
08/21/14	1320 Kelton Ave.	False Alarm	None
08/24/14	3024 W. Liberty Ave.	Vehicle Accident	None
08/26/14	101 Manorview Rd.	Oven Fire (MA)	None
08/26/14	3237 W. Liberty Ave.	False Alarm	None
08/27/14	3237 W. Liberty Ave.	False Alarm	None
08/27/14	321 Magazine St.	Poss. Structure Fire (MA)	None
08/28/14	3237 W. Liberty Ave.	False Alarm	None
08/29/14	3237 W. Liberty Ave.	False Alarm	None
08/29/14	1432 Kelton Ave.	Burnt Food	None
08/29/14	3110 Gaylord Ave.	Medical Assist	None
08/29/14	3237 West Liberty Ave.	Washer Fire	None
08/30/14	3237 West Liberty Ave.	Fire Alarm	None
08/30/14	700 Bower Hill Rd.	Mutual Aid (Mt. Lebanon)	None
08/31/14	W. Liberty/Mississippi	Accident	None
08/31/14	3237 West Liberty	Fire Alarm	None
08/31/14	2740 Voelkel Ave.	Fire Alarm	None

**DORMONT VOLUNTEER FIRE DEPARTMENT**

**MONTHLY SUMMARY REPORT**

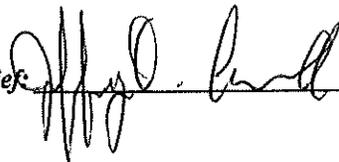
**August 2014**

<i>Total Alarms</i>	<i>31</i>
<i>Drills.</i>	<i>1</i>
<i>False Alarms.</i>	<i>11</i>
<i>Alarms in Houses.</i>	<i>9</i>
<i>Alarms in Buildings.</i>	<i>10</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>9</i>
<i>Alarms Involving Automobiles and Trucks.</i>	<i>2</i>
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>0</i>
<i>Day Alarms 06:00 AM. To 1800 Hrs.</i>	<i>24</i>
<i>Night Alarms 1800 Hrs.. To 06:00 AM.</i>	<i>7</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>108</i>
<i>Total Number of Volunteers at Drills</i>	<i>13</i>
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>51</i>
<i>Total Number of Apparatus Operators at Drills</i>	<i>2</i>
<i>Estimated Value of Property Involved in Fires</i>	<i>0</i>
<i>Estimated Property Lost Due to Fire</i>	<i>0</i>
<i>Single Largest Fire Loss.</i>	<i>0</i>
<i>Monthly Stipend</i>	<i>\$ 1,090.00</i>

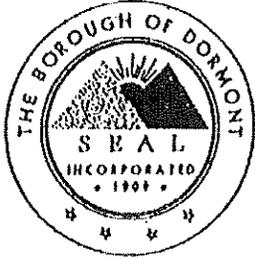
**FIRE DEPARTMENT MEMBERS OR RESIDENTS INJURED OR TREATED AT ALARMS  
MUTUAL AID GIVEN OR RECEIVED**

14-0000220 Dormont Fire Assist Mt. Lebanon Fire  
14-0000221 Dormont Fire Assist Mt Lebanon Fire  
14-0000223 Dormont Fire Assist Mt. Lebanon Fire  
14-0000224 Dormont Fire Assist Mt. Oliver Fire  
14-0000226 Dormont Fire Assist Mt. Lebanon Fire  
14-0000228 Dormont Fire Assist Mt. Lebanon Fire  
14-0000231 Dormont Fire Assist Mt. Lebanon Fire  
14-0000234 Dormont Fire Assist Glendale Fire  
14-0000241 Dormont Fire Assist Mt. Lebanon Fire

Dormont Fire Chief:



Date: August 2014



# BOROUGH OF DORMONT

## MEMORANDUM

TO: Jeff Naftal  
Borough Manager

THRU:

FROM: Patrick Kelly  
Building Inspector / Code Enforcement Officer

DATE: SEPTEMBER 2, 2014

SUBJECT: MONTHLY REPORT FOR AUGUST 2014

### CODE ENFORCEMENT

The following is a summary of our activities for August 2014. During the month of August the Borough received sixty-one (61) complaints relating to code enforcement and borough ordinances. Of these:

- 1 was for accessory structures
- 2 were for accumulation of trash
- 3 were for animals/rodents & pest
- 1 was for general maintenance
- 1 was for miscellaneous
- 3 were for overgrown vegetation
- 32 were for overgrown weeds
- 1 was for no building permit
- 4 was for property debris
- 2 were for property maintenance
- 1 was remove debris storage
- 1 was for storm water issues
- 1 was for tenant registration
- 8 were for tree problems

Of the above mentioned cases:  
Thirty-three (33) are active  
Twenty-eight (28) are resolved

YEAR TO DATE FOR COMPLAINTS 508

**Permit Activities**

The following is a summary of the permit activities for the Borough for August 2014. The Borough issued forty-nine (49) licenses / permits relating to building / zoning for August 2014:

Of these:

- 22 were for building permits
- 10 were for dye test
- 12 were for deed transfer
- 1 was for occupancy permits
- 1 was for roof permit
- 1 was for sign permits
- 2 were for planning commission

The total estimated cost of permit related work was \$449,304.00. Per that amount the Borough collected \$8,528.00 in permit fees.

Year to date on permits.

TOTAL NUMBER OF PERMITS: 570

TOTAL ESTIMATED VALUE: \$1,647,757.30

TOTAL PERMIT FEE: \$41,678.80

TAXING DISTRICT: BOROUGH OF DORMONT  
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS  
PREPARED ON: 08/31/2014 FOR TAX YEAR 2014  
FOR THE PERIOD: 08/01/2014 TO 08/31/2014

	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
<b>A. <u>COLLECTIONS</u></b>			
Balance Collectable	268,020.11	.00	.00
Additions: During the Period	3,673.21	.00	.00
Deductions: Credits during the Period	2,545.69	.00	.00
Total Collectable	269,147.63	.00	.00
LESS: Face Collected for the Period	16,669.02	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<b><u>BALANCE COLLECTABLE - END OF PERIOD</u></b>	<b>252,478.61</b>	<b>.00</b>	<b>.00</b>

**B. RECONCILIATION OF CASH COLLECTED**

Face Amount of Collections	16,669.02	.00	.00
Plus: Penalties	1,253.22	.00	.00
Less: Discounts	.00	.00	.00
Total Cash Collected per Column	17,922.24	.00	.00

**TOTAL CASH COLLECTED**

**17,922.24**

**C. PAYMENT OF TAXES**

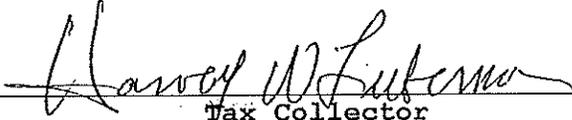
Amount Remitted During the Period (SEE ATTACHED SCHEDULE)	17,922.24
Amount Paid with this Report Applicable to this Reporting Period	.00

**TOTAL REMITTED THIS PERIOD**

**17,922.24**

List Other Credit Adjustments (SEE ATTACHED SCHEDULE)	2,545.69
Interest Earnings (if applicable)	.00

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

  
Tax Collector

9-1-2014  
Date

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

Received by (taxing district): \_\_\_\_\_

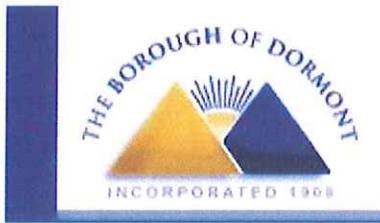
Title: \_\_\_\_\_ Date: \_\_\_\_\_

I acknowledge the receipt of this report.

TAXING DISTRICT: BOROUGH OF DORMONT  
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS  
PREPARED ON: 08/31/2014 FOR TAX YEAR 2014  
FOR THE PERIOD: 08/01/2014 TO 08/31/2014

SUPPORTING SCHEDULE FOR PAYMENT OF TAXES

DEPOSIT DATE	REAL ESTATE COLLECTED	PER CAPITA COLLECTED	TOTAL COLLECTED
08/08/2014	6,426.62	.00	6,426.62
08/11/2014	5,128.26	.00	5,128.26
08/22/2014	6,367.36	.00	6,367.36
<b>** TOTAL:</b>	<b>17,922.24</b>	<b>.00</b>	<b>17,922.24</b>



## MEMORANDUM

**Date:** September 25, 2014  
**To:** Jeff Naftal, Borough Manager  
**From:** Wayne R. McVicar, P.E., Borough Engineer   
**Subject:** Engineer's Report – September 2014

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1. COUNCIL ACTION REQUESTED

a. Imprinted Crosswalk Project (\$48,040.00)

Contractor: Laurel Asphalt, LLC.

Recommend approval of payment for crosswalk milling in the amount of \$6,950.00 to Laurel Asphalt, L.L.C. See my September 18, 2014 Recommendation of Payment memo.

2. ENGINEERING IN PROGRESS

a. Sewer Repair Contract - 2014

Based upon the results of the 2013 & 2014 O&M CCTV contract, a listing of sewer repairs for 2014 will be generated for bidding.

b. Voelkel Avenue Sidewalk Drain Project

The design of the project is proceeding.

c. 6th Alley Storm & Sanitary Sewer Modifications

Field survey of existing conditions was completed on August 15, 2014. Design is proceeding.

d. Masonry Repairs To Gymnasium

The contractor has gone out of business and will not be proceeding with the masonry work. I have solicited quotes for the work, but all came in over the bid threshold. The project has been postponed to the next fiscal year.

e. Municipal Building Water Proofing

Leak testing was completed August 19, 2014. Investigation identified 2 points of infiltration, the corner of the building outside the small conference room and wall/planter area outside the rear gym entrance. Repair design is proceeding.

Mold in the museum is being investigated. Testing was done on September 25<sup>th</sup>. Remediation is anticipated. The street department placed topsoil around the corner of the building where the museum is located to provide positive drainage away from the building.

3. **CONSTRUCTION IN PROGRESS**

a. **Road Reconstruction/Resurfacing Project – 2014 (\$269,685.24)**

**Contractor: Niando Construction, Inc.**

Construction at the pool parking lot is complete. Parking lot, including striping was completed on May 20, 2014.

Texas Avenue –Construction is complete except for minor punch list items.

McNeilly Avenue – Milling of McNeilly Avenue is scheduled to begin Friday September 26<sup>th</sup> with final paving to be completed by the end of September.

b. **Imprinted Crosswalk Project (\$48,040.00)**

**Contractor: Laurel Asphalt, LLC.**

Contracts have been processed. Notice to Proceed was issued on August 18, 2014. A pre-construction meeting was held August 21, 2014. Crosswalk locations have been milled and paved in preparation for imprinted crosswalks. Contractor has requested payment for milling work. Crosswalk installation anticipated to begin on or about October 13<sup>th</sup>.

c. **2014 Preventive Maintenance Contract (\$49,315.00)**

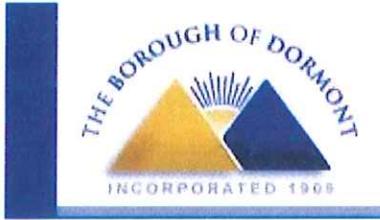
**Contractor: Insight Pipe Contracting, LP**

Proposal was approved at the June 2, 2014 council meeting. All scheduled CCTV work and pipe cleaning has been completed. The root mass in the storm sewer that goes from LaSalle Avenue to Edgehill Avenue has been cleared.

d. **Masonry Repairs To Recreation Center**

**Contractor: R&R Masonry**

The contractor anticipates beginning construction on or about October 6, 2014.



MEMORANDUM

**Date:** September 18, 2014

**To:** Jeff Naftal, Borough Manager

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

**Subject:** **RECOMMENDATION FOR PAYMENT**  
**Laurel Asphalt**  
**Crosswalk Millings**  
**Final Payment**

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I am in receipt of an invoice from the contractor, Laurel Asphalt, requesting payment. The payment request is in the amount of \$6,950.00 for work performed under the project referenced above.

Attached is a copy of the invoice. I have reviewed the invoice and find that the payment request is accurate and consistent with the approved proposal, \$5,930.00 for the 4 base crosswalks plus \$1,020.00 for the crosswalk at the ball field.

As a result of my review of the payment request, in accordance with their proposal, I would recommend payment in the amount of **\$6,950.00** to the contractor, **Laurel Asphalt**. This is the final payment for milling work.



# BOROUGH OF DORMONT

**EXECUTIVE SESSION 6:00 PM**

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**REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL  
HELD ON TUESDAY, SEPTEMBER 2, 2014 7:00PM  
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

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

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

The following members of Council responded to roll call:

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

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

## **REGISTERED COMMENTS FROM THE PUBLIC**

None.

## **COMMENTS FROM THE MAYOR**

Mayor Ross informed that the Police Department responded to 298 calls for service for the month of August. Officer Zawischa is returning back to work.

## **COUNCIL COMMITTEE REPORTS**

**Finance and Legal:** Nothing at this time.

**Community Affairs/Recreation:** Fabus briefed on the Main Street Taste of Dormont, Saturday, September 13<sup>th</sup>; Hollywood Theater Breakfast at Tiffany's; Farmers Market every Monday 4 to 7 pm; Doggie Dip was well attended; and the FODP Market District South Hills fundraiser on Saturday, September 6th. October has the Street Fair on the 11<sup>th</sup>; the Halloween Pet Parade on the 26<sup>th</sup>; the Halloween Party on the 31<sup>st</sup> and the Dormont Dash is Sunday, October 19<sup>th</sup> at 830 am.

**Public Safety/Service:** Hodson informed that Fire Department responded to 31 Fire Calls in July and MRTSA responded to 71 calls for service during the month of August. Hodson briefed on the meetings she attended in August. Hodson would like to schedule Public Safety/Service Committee meeting for September to discuss the changes to the Emergency Management Manual, Monday, September 29<sup>th</sup> at 7pm.

**Property, Supplies and Planning:** Please support the Library.

## **COUNCIL PRESIDENT REPORT**

McCartney briefed on the Executive Session discussion which concerns the building inspector, Pat Kelly being out for a few months and the two Conservatorship properties are on the agenda and one is problematic.

## **BOROUGH MANAGER REPORT**

Naftal informed that he was approached last year from a company called Communities of Distinction to participate in a 5 minute promotional video of Dormont at a cost of \$19,800.00. Naftal stated that Council was not interested last year and asked if Council would now like to participate. *Council would not like to move forward with the promotional video.*

Naftal informed Council that our lighting ceremony this year will not be called "Light up Night" or the Borough will have to pay \$100.00.

Naftal briefed on the Borough's Minimum Municipal Obligation in regards to the Pension Plan.

Naftal stated that next year he would like to keep the Dormont Pool open a week past Labor Day.

Next month on the Warrant List there will be a payment to KOSD for \$44,770.96; the reason is that the tax collector deposited funds for the school district into the borough's bank account and they must be sent to KO.

McNeilly Road paving should be this month.

Naftal informed that the Treasurer has resigned his position and if anyone is interested, please apply.

September 19<sup>th</sup> thru the 21<sup>st</sup> the Potomac Avenue Rail Crossing will be closed for construction.

Naftal gave an update on the West Liberty Avenue Redevelopment.

The alley paving work should begin next week; the full list is on the website.

The crosswalk work should also begin next week.

## **CONSENT AGENDA**

Motion by Hodson, second by Costanzo to accept Consent Agenda Items A, B, C, D, E, F, G (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, C. Motion to approve the Minutes of the August 4, 2014 Council Business Meeting, D. Motion to approve the Warrant List for August, 2014, E. Motion to authorize Payment #3 and Final for Designs in Metal for \$2,425 for work on the metal railing at the Borough Building, F. Motion to authorize Payment #1 for Insight Pipe Contracting, L.P. for \$38,539.01 for the 2014 Sanitary Sewer Preventative Maintenance program, G. Motion to authorize the Borough Manager to execute agreements and pay the three bands playing at Street Fair for a total cost of \$3,300).

Motion carried 6-1.

## **ACTION ITEMS**

**A.** Motion by Hodson to authorize expenditures for the conservatorship properties located at 1447 Dormont Avenue and 2708 Broadway Avenue as outlined in the staff report.

Motion by Hodson, second by Costanzo to amend the above Motion to read to authorize expenditures for the conservatorship property located at 1447 Dormont Avenue as outlined in the staff report.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 7-0.

Motion by McCartney, second by Hodson to authorize expenditures for the conservatorship property located at 1447 Dormont Avenue as outlined in the staff report.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 7-0.

**B.** Motion by Hodson, second by Costanzo to approve Resolution No. 17-2014 authorizing an awning to overhang the sidewalk at 3285 West Liberty Avenue as outlined in the staff report.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 7-0.

C. Motion by Hodson, second by Fabus to authorize the Borough Manager to reimburse Ms. Megan Kowalski, the owner of 1460 Edgehill Avenue, \$11,000 for repairs to the sanitary sewer lateral as outlined in the staff report.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 7-0.

D. Motion by Martino, second by Hodson to authorize the Council President to execute an agreement with Cargill for salt purchases during the 2014/2015 winter season at a cost of \$79.29 per ton as outlined in the staff report.

**Public Comment:** How many ton do we use a year?

**Council Discussion:** Discussed the increase in cost from the previous year and the usage.

Motion carried 7-0.

## DISCUSSION ITEMS

**Recommendation from Ad Hoc Stormwater Advisory Committee:** McCartney briefed on Stormwater issues and the formation of the committee. McCartney introduced the members of the committee: Frank Stumpo, Belrose Avenue, Chairperson, Leah Petrelli, Voelkel Avenue, Ernie Ceraso, Latonia Avenue, Ann Stock, Broadway Avenue, Terry Williams, New Haven Avenue, Trevor Evans, McNeilly Road, Valorie Sherman, Illinois Avenue. Stumpo had a video presentation and briefed on the Stormwater Committee's recommendations. John Rushford briefed on the Stormwater Fees.

**Budget Calendar:** Budget Meetings will all be held at 6:00 pm on the following dates: Expenditures will be Monday, October 13<sup>th</sup>; Capital Improvements will be on Wednesday, October 22<sup>nd</sup>; and Revenues will be on Monday November 10<sup>th</sup>.

Drew Lehman requested that the Borough Council sponsor a night for the KO Band at the Recreation Center on October 24<sup>th</sup>, 2014. *Council agreed.*

Lehman commended Main Street for the hanging baskets on Potomac Avenue in partnership with the PA Conservancy.

The Dormont Public Library House and Garden Tour is on October 5<sup>th</sup>, 11 am to 4 pm.

## PUBLIC COMMENTS ON NON-AGENDA ITEMS

Kathy Hartman, 3120 Wainbell Avenue RE: Utility repairs and business recycling.

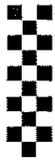
Lee Feldman, 3100 Gaylord Avenue RE: Alcohol Permit for a Block Party.

Monique Fontaine, 1454 Alabama Avenue RE: Covering cars on the street.

Lehman stated that the Hollywood Theatre met their fundraising goal.

## ANNOUNCEMENTS

## ADJOURNMENT



# Laurel Asphalt

P.O. Box 5233  
Johnstown, PA 15904

## Invoice

DATE	INVOICE #
9/11/2014	14-546

DUE DATE:
9/11/2014

**BILL TO:**

Mr. Wayne R. McVicar, PE  
Borough Of Dormont  
1444 Hillside Avenue  
Dormont, PA 15216

TERMS:
Due on receipt
P.O. NO.:
PROJECT:

DESCRIPTION	QUANTITY	RATE	AMOUNT
Mill Four Crosswalk Areas.		5,930.00	5,930.00
Mill Additional Crosswalk Beside Ballfield.		1,020.00	1,020.00

Thank you for your business.	<b>Total</b>	<b>\$6,950.00</b>
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Thank you for choosing Laurel Asphalt. It has been our pleasure to have been of service to you. Please consider Laurel Asphalt for all of your future asphalt and property care needs.

**Kristin Hullihen**

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**From:** CARA PATTINATO [cdpst10@mail.rmu.edu]  
**Sent:** Monday, June 16, 2014 1:52 PM  
**To:** Kristin Hullihen; Jeff Fabus; Valorie Sherman  
**Subject:** Rec Board

Hi Kristin, Jeff and Valorie,

I just spoke with my boss and I will be traveling to Indiana next week so I will be unable to attend the Rec Board meeting.

More importantly, in August I will be officially moving out of the borough and to Collier so I will have to resign from the Rec Board. My last meeting will be in July. I really enjoyed helping with the Rec Board so if in the future you need assistance with any of the events please feel free to reach out. My family will still be living in the borough and I would love to continue to help!

Thank you.  
Cara

--  
Cara Pattinato  
[cdpst10@mail.rmu.edu](mailto:cdpst10@mail.rmu.edu)  
412-708-3041

**Kristin Hullihen**

---

**From:** mary.mcclelland@pnc.com  
**Sent:** Monday, June 23, 2014 9:05 AM  
**To:** Kristin Hullihen  
**Subject:** Resignation

Kristen,

Please accept this email as my formal resignation from the Dormont Recreation Board effective immediately.

I am thankful for the short time I was associated with the Board. I wish the Board success in all of its projects for the residents of Dormont.

Sincerely,

Mary A. McClelland

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## MEMORANDUM

**Date:** September 22, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Request for Residential Accessible Parking Space

---

### Background:

Pursuant to the Accessible Parking Policy of the Borough, one resident has made application for a new residential handicap parking space on the street in front of their house. The application was heard by the Traffic and Parking Planning Commission at their regular meeting on September 9, 2014. This application is attached for Council review.

### Discussion:

The applicant is Mr. Thomas Barket of 1326 Mississippi Avenue. Mr. Barket requested a residential handicap parking space in front of his house because of severe osteoarthritis. The Commission noted that the application was complete and appeared to meet all requirements of the Policy. Based on the above, the members of the Commission voted unanimously to recommend approving the request.

### Recommendation:

I recommend that Council follow the recommendations of the Traffic and Parking Planning Commission regarding the above residential handicap parking space application and approve a reserved accessible parking space for 1326 Mississippi Avenue.

JN

### Attachments

Cc: Michael Bisignani, Chief of Police  
Traffic and Parking Planning Commission Members

**1326 MISSISSIPPI  
AVENUE  
DORMONT**

**CONTENTS**

- 1: APPLICATION**
- 2: DRIVER'S LICENSE  
AND PLACARD ID**
- 3: TPC MEETING LETTER**
- 4: SITE INSPECTION**
- 5: DIGITAL PICTURES**



**Application for Reserved Accessible Parking Space  
(Public Residential Streets Without Meters Only)**

New Application:  Renewal Application:

Applicant's Name: THOMAS BARKEZ  
Applicant's Address: 1326 MISSISSIPPI AVE.  
Applicant's Phone Number: 412-343-2992  
Applicant's Vehicle Make and Model: 2004 FORD TAURUS 4 DOOR SILVER

Fill out below information if this application is being completed by someone other than the applicant.

Person Completing Application: \_\_\_\_\_  
Relationship to Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**To the Applicant:**

- 1 Are you a resident of the Borough of Dormont?  
1953  YES  NO (please circle)
  
- 2 Do you rent the property where you are residing?  
YES  NO (please circle)
  
- 3 Do you possess a Person with Disability\* (PD) registration plate issued by the Commonwealth of Pennsylvania?  
If YES - Plate Number: \_\_\_\_\_  
If NO - Do you possess a PD\* placard issued by the Commonwealth of Pennsylvania?  YES - Placard Number: 954532 P. EXPIRES - 03-16  
 NO
  
- 4 Do you have private off-street parking (driveway, parking pad, garage, etc.) at your residence? YES  NO (please circle)  
If YES - explain why available off-street parking is unusable.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Includes disabled veteran, severely disabled registration plate/decals and person with disability motorcycle plate.

- 5 Are you:  
 Permanently Disabled  
 Disabled for one (1) year or more  
 Other -

Explain: \_\_\_\_\_

6 Briefly explain why the Applicant is in need of a reserved accessible parking space.

Severe OA causing pain, unstable gait, limited mobility.

#### APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. The Application (New or Renewal) must be accompanied by a completed copy of the attached Physician's certification.

I understand that if I use this Reserved Accessible Parking Space in any manner other than that which I described at the time of this application, the space will be removed. In addition, I agree that the Borough of Dormont retains the right to remove this Reserved Accessible Parking Space at any time.

I further understand that it is my responsibility to promptly notify the Borough of Dormont Manager should I no longer need the Reserved Accessible Parking Space. Should I require the Reserved Accessible Parking Space, I shall submit a renewal application every year during the month of my original approval or the space will be removed.

I acknowledge that, should my request for a Reserved Accessible Parking Space be denied, that I may appeal the decision to deny my request to the Council of the Borough of Dormont by re-applying with a written appeal statement.

I further acknowledge that I have read and understand the entirety of the Borough's Reserved Accessible Parking Policy.

I certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that any false statements made herein are subject to the penalties of 18 Pa C.S. Section 4904, relating to unsworn falsifications to authorities.

Thomas Barke

Applicant's Signature

JUNE 22, 2014

Date

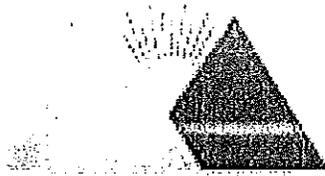
-----  
Office Use Only

Application Submitted Date: 8/19/14 JK Site Inspected Date: 8/24/14

T&PPC Review Date: 9/9/14 Council Review Date: 10/6/14

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Council President Initials: \_\_\_\_\_

Work Order Issue Date: \_\_\_\_\_ Manager Initials: \_\_\_\_\_



# BOROUGH OF DORMONT POLICE DEPARTMENT

1444 HILLSDALE AVENUE  
SUITE # 1  
PITTSBURGH, PENNSYLVANIA 15216  
(412) 561-8900 FAX (412) 561-3516

MICHAEL J. BISIGNANI  
*CHIEF OF POLICE*

PHILLIP A. ROSS  
*MAYOR*

August 29, 2014

Thomas Barket  
1326 Mississippi Avenue  
Pittsburgh Pa. 15216

Dear Thomas,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on Tuesday September 9, 2014 at 7:00 P.M in the Borough Council Chambers concerning your application for a handicapped parking space at 1326 Mississippi Avenue.

In order to complete the application process, your attendance is required.

If you have any questions, please call Handicapped Parking Coordinator James Kolesky at 412-561-8900 x 300 or voice mail #372.

Sincerely,

James Kolesky,  
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

## **SITE INSPECTION 1326 MISSISSIPPI AVENUE**

On 08/24/2014, James Kolesky performed a site inspection of 1326 Mississippi Avenue, in regards to an application for a Handicapped Parking Space. This residence is a two story single family home.

Kolesky observed that when you exit the front of the residence you walk directly on to a front porch. From the front porch, there is one step that leads to a short walkway that connects to the sidewalk that runs parallel to the 1300 block of Mississippi Avenue. Parking for the 1300 block of Mississippi Avenue is only on one side of the street, which is the side of the applicant's residence.

Kolesky observed that there is no driveway and also no off street parking located in the front and rear or the side of the residence.

There are no Handicapped parking spots issued in the 1300 block of Mississippi Avenue.

Please see the digital pictures that accompanies this site inspection.

James Kolesky



Handicapped Parking  
Coordinator

Mississippi Ave  
Pittsburgh, PA 15216 - approximate address  
Mississippi Ave

Street View - Oct 2012

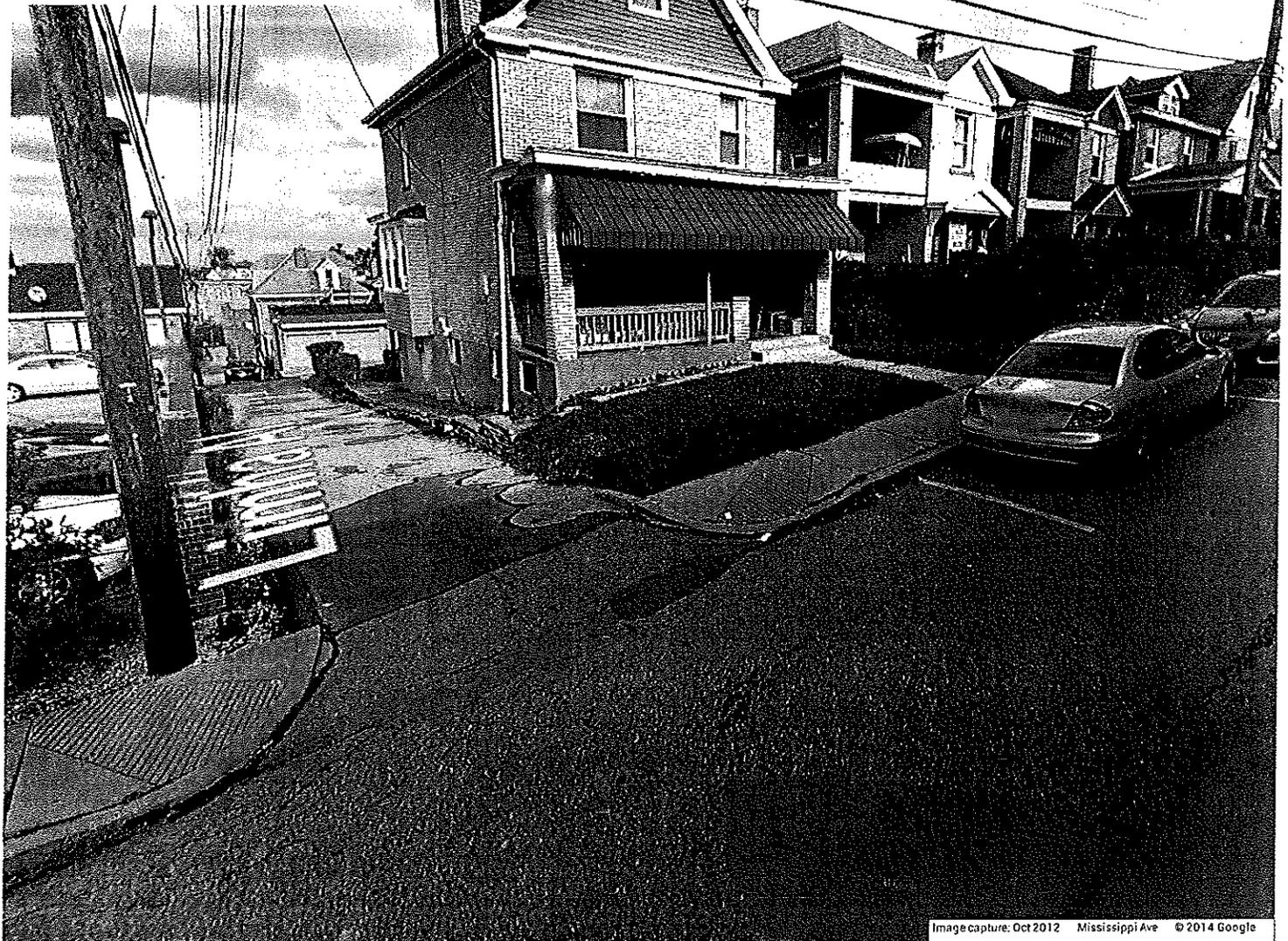


Image capture: Oct 2012 Mississippi Ave © 2014 Google

Limha Alley  
Pittsburgh, PA 15216 -- approximate address  
Limha Al

Street View - Oct 2012

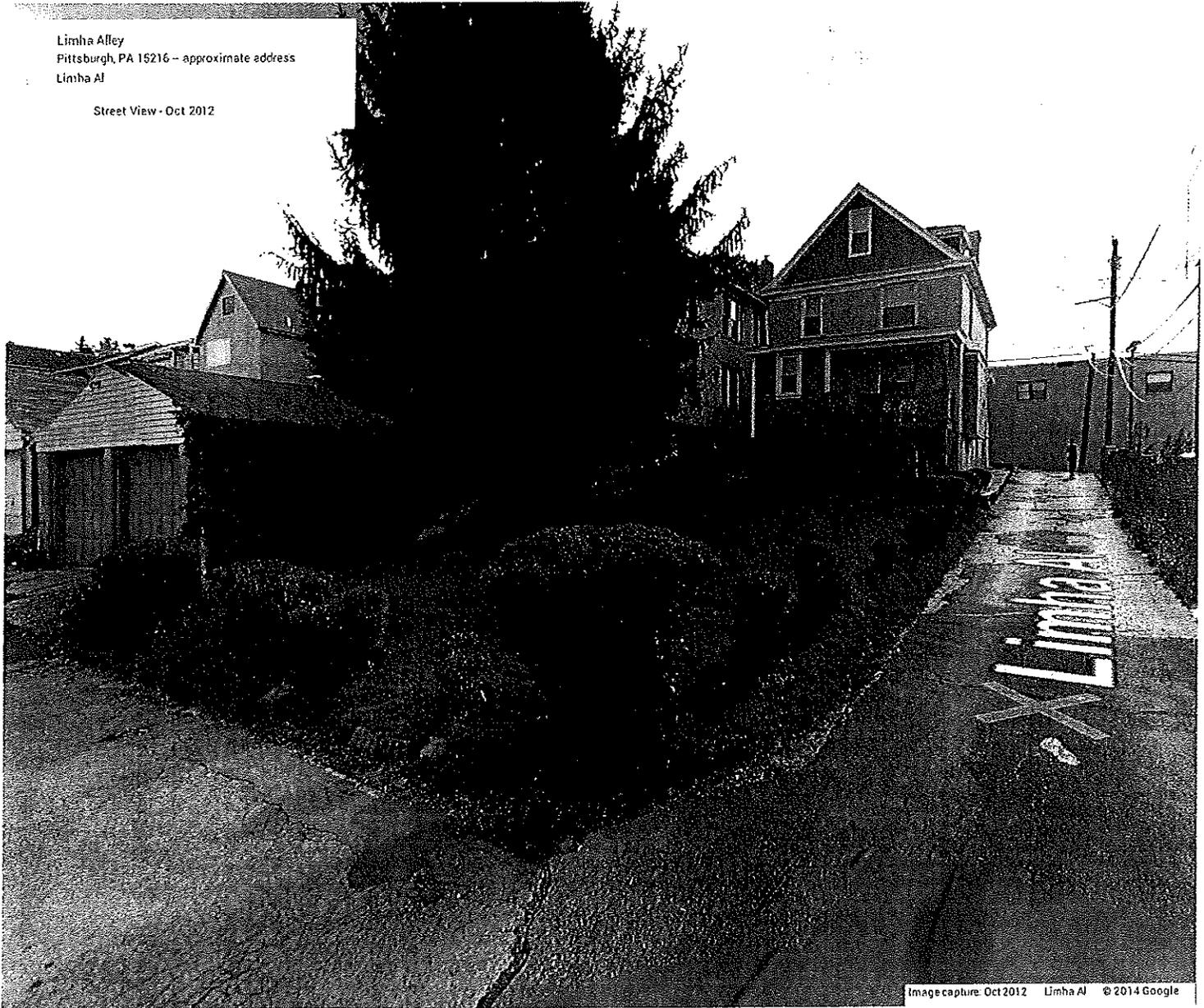


Image capture: Oct 2012 Limha Al © 2014 Google



## MEMORANDUM

**Date:** September 22, 2014

**To:** President, Vice-President, Council and Mayor

**From:** Jeff Naftal, Borough Manager 

**Subject:** Ad Hoc Stormwater Committee Recommendation

---

### Background:

The Council President appointed an Ad Hoc Committee of residents to consider what actions, if any, should be taken to address current and future stormwater management issues within the Borough. That Committee has met regularly since August of 2013 and discussed the many issues relative to stormwater management in the Borough. They developed a series of Stormwater 101 flyers which have gone out to residents to help educate them about what they have learned. And at the September 2, 2014 Council Meeting they presented their recommendations to Council.

### Discussion:

The main issues that were noted by the Committee in their presentation were:

1. The Borough of Dormont stormwater system is old.
2. The condition of the vast majority of the system is unknown and quite probably needs repair and/or upgrade.
3. Severe localized flooding is becoming a common occurrence and cannot continue to be ignored. Athens Alley is the most widely known issue but Latonia Avenue has also become a major issue.
4. State and Federal regulations require the Borough to become compliant within a finite time period, no later than 5 years from approval of the regulations. The Borough, in accordance with the Clean Water Act, is required by the Federal EPA and PA Dept. of Environmental protection to have an NPDES ----National Pollutant Discharge Elimination System permit. This permit governs and has stipulations for storm water discharges from small municipal separate storm sewer systems (MS4s) of which the Borough is one.

5. The PA DEP established Total Maximum Daily Loading for metals, pH and sediment for the Sawmill Run Watershed and has a subsequent water quality management plan which shows the current TMDL loads and the allocated TMDL load for Dormont. Dormont is required to make at 73.4% reduction in these loads.
6. This situation is similar to the sanitary storm sewer upgrades that we fund annually through a separate sanitary sewer fund. The storm sewer system will need to be addressed in this fashion and a funding source will need to be established.

Their recommendation to Council was to hire the same consultant who has worked on the Athens Alley project, Hazen and Sawyer, to develop a stormwater management fee that would be utilized in a separate fund to address all of the issues they have identified and any future issues at a cost of \$55,645. A copy of the Hazen and Sawyer proposal is attached to this report.

The reason that a consultant would be hired is that any fee would need to be legally defensible and that comes by ensuring that all data is properly included, that the fee is equitably applied to all properties and that only those areas of properties where water flows into the stormwater system (the impervious areas) are the basis of the fee. The usual format such a fee takes is that there is a fee set up for an Equivalent Residential Unit (ERU) which is a flat fee for a single family home. Then that fee is applied to larger properties proportionately. For example, if the ERU is \$30 per year, then a duplex would pay \$60 per year and an apartment building with 6 units would pay \$180 per year. Commercial properties have their own formula, usually higher because they usually have much more impervious area on their properties. And everyone pays the fee, including non-profits, there are no exceptions. ERUs in Pennsylvania range from \$29 per year to \$96 per year based on the community's circumstances.

The reason the Committee is recommending Hazen and Sawyer is that they are already intimately familiar with the Borough. They have modeled approximately 1/3 of the Borough's stormwater flows for the Athens Alley project. And they have created fees such as this for many other municipalities across the country. The Borough went through a formal RFP process to select them originally that included a review by members of the Planning Commission of eleven (11) responses and five (5) formal presentations from those eleven responses. At that time they were judged to be the best firm to handle stormwater issues within the Borough and nothing has changed since then. So therefore, selecting them would be permitted under the Purchasing Policy both as a properly bid out service and as a professional selection which doesn't require formal bidding. Funding for this is available in the Sewer Fund, Repairs and Maintenance Line Item where there is approximately \$200,000 available.

If Council elects to move forward with the process of creating a stormwater management fee, there would still be a further Council review of the fees developed before any implementation would occur. Council could determine that the fees are too high or that they are not equitable and choose not to proceed. Or Council could ask the consultant to look at the fees in a different way and bring back revised numbers for future consideration.

Recommendation:

I recommend that Council authorize me to enter into an agreement with Hazen and Sawyer to provide engineering services to develop a stormwater management fee for the Borough.

JN

Attachment

Cc: Wayne McVicar, Borough Engineer  
Stormwater Committee Members

## **Borough of Dormont, Pennsylvania**

# **Proposal to Provide Engineering Services for the Development of a Stormwater Utility Fee**

**February 13, 2014**

### **PROJECT BACKGROUND**

The Borough of Dormont (henceforth referred to in this document as BOROUGH) has expressed its desire to modify its method of funding stormwater management services to residents and businesses within its jurisdiction by the establishment of a Stormwater Utility Fee and associated Enterprise Fund. BOROUGH has requested that Hazen and Sawyer (henceforth referred to in this document as CONSULTANT) provide a scope of services relative to the development and implementation of a stormwater utility fee within the BOROUGH. To this end, CONSULTANT proposes to provide associated engineering services through the execution of the following tasks.

### **SCOPE OF SERVICES**

#### **Task 1 – Preliminary Review of Data**

CONSULTANT will conduct one workshop/kick-off meeting with BOROUGH to discuss data availability and gain institutional knowledge of the existing stormwater system, current funding, budgets, and utility billing system.

CONSULTANT will conduct a review and analysis of available data and databases provided by the BOROUGH or other entities such as Allegheny County.

#### **Task 2 – Cost, Revenue and Funding Requirements**

Using data and knowledge obtained in Task 1 and with additional recommendations made by CONSULTANT (and concurred with by BOROUGH), CONSULTANT will develop a 5-year financial forecast for the proposed stormwater program including an operating budget. As part of the financial forecast CONSULTANT will include:

- Development or augmentation of the BOROUGH's existing 5-year capital improvement plan for the stormwater program based on known/established BOROUGH stormwater capital projects
- Costs for recommended master planning elements (such as, inventory, condition assessment, modeling)
- Annual allowance for small scale drainage improvements
- Annual allowance for water quality improvements (incremental green infrastructure cost associated with other public works projects)

It is anticipated that the capital improvement plan would be updated after the completion aforementioned master planning efforts (not in this scope of services).

### **Task 3 – Stormwater Rate Structure and Rate Establishment**

CONSULTANT will determine a standard Equivalent Stormwater Unit (ESU) to be applied to all stormwater utility fee accounts. Using aerial photography within a GIS environment, CONSULTANT will randomly select and measure the impervious areas of a statistically relevant sample (not less than 10 percent) of each use type of residential parcel. Use types, as provided by Allegheny County include: single family, two family, three family, four family, townhouse and rowhouse. The standard ESU will be a function of the average (or other statistical representation) of the impervious area of one or more of the six parcel use types.

Using aerial photography within a GIS environment, CONSULTANT will measure the impervious areas of parcels not falling into one of the residential use types. ESUs will be assigned to these non-residential parcels by dividing the impervious area by the area associated with the BOROUGH's standard ESU. Parcels making up public rights-of-way, railroad corridors and water bodies are assumed exempt from stormwater fees and will be excluded from measurement and ESU assignment.

CONSULTANT will determine a system of exemptions and/or credits that, under specified circumstances, would provide for adjustments to individual stormwater utility fees. CONSULTANT would also develop a manual for the BOROUGH's ongoing use relative to the determination, computation, implementation and maintenance of said exemptions and credits.

CONSULTANT will provide a recommended rate structure, based on a specific number of ESUs or ESU algorithms to be applied across the array of parcel use types.

### **Task 4 – Stormwater Utility Fee Implementation and Ordinance Adoption**

CONSULTANT will recommend a reasonable, step-by-step implementation schedule for the implementation of the utility fee.

CONSULTANT will identify any Pennsylvania statutory or other legal requirements associated with the implementation of a stormwater utility fee.

CONSULTANT will develop any resolutions and/or ordinances legally required for the formation of the stormwater utility fee. Such resolutions and/or ordinances will be submitted to BOROUGH legal counsel for final development and adoption.

CONSULTANT will provide formal presentations to the Borough Council, and others at one preliminary stage meeting and at the public hearing when required for formal utility fee adoption.

### **Task 5 – Utility Billing Database**

CONSULTANT will determine and recommend an appropriate billing method for stormwater utility fee.

CONSULTANT will provide a database of stormwater utility fee accounts in MS Excel or similar electronic format, for incorporation into an existing or new utility billing system. It is assumed that BOROUGH will utilize an existing public or private tax/fee collection services provider for implementing stormwater fee billing.

CONSULTANT will provide recommended steps for the maintenance and management of the stormwater billing database.

**Task 6 (Optional) – Public Awareness Program Allowance**

CONSULTANT will assist BOROUGH in the development and implementation of a public awareness plan to educate the BOROUGH's property owners regarding the stormwater utility fee. To be paid on an hourly basis depending on the level of effort desired by the BOROUGH.

**Task 7 (Optional) – Billing Database Integration Assistance Allowance**

CONSULTANT will provide assistance to the BOROUGH, its designee or contractor, in integrating the billing database developed under Task 5, into a suitable system for producing and distributing periodic stormwater bills to customers. To be paid on an hourly basis depending on the level of effort desired by the BOROUGH.

**Task 8 (Optional) – Grants Funding Assistance Allowance**

CONSULTANT will assist BOROUGH in identifying and pursuing grant funds for planning level services and/or capital improvement projects. To be paid on an hourly basis depending on the level of effort desired by the BOROUGH.

**RESPONSIBILITY OF BOROUGH**

Borough shall provide, in electronic format, various data required to support the development and assignment of stormwater utility fees, including, but not limited to:

- Allegheny County GIS parcel polygons for all properties within the boundary of the BOROUGH's stormwater jurisdiction
- Allegheny County GIS building footprint polygons within the boundary of the BOROUGH's stormwater jurisdiction
- Parcel attribute data that can be joined to the GIS parcel polygons that provides:
  - Parcel number
  - Owner name
  - Owner address
  - Use type
  - Parcel size
- Current and projected (future) budgets associated with the provision of stormwater services within the BOROUGH

- Stormwater elements from the existing BOROUGH Public Works Capital Improvement Plan

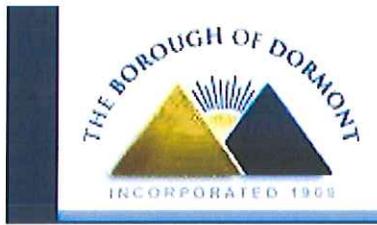
## PROJECT SCHEDULE

All elements associated with Tasks 1 through 5 will be completed within five months from the issuance of a Notice-to-Proceed by the BOROUGH.

## PROJECT BUDGET

CONSULTANT offers to provide the services associated with Tasks 1 through 5 for a fee not-to-exceed \$55,645. CONSULTANT also offers the optional services associated with Tasks 6, 7 and 8 for a fee not-to-exceed \$9,600, \$3,200, and \$2280 respectively. Fees associated with each project Task are shown in the table below:

Task No.	Item Description	Fee
1	Preliminary Review of Data	\$ 4,480
2	Cost, Revenue and Funding Requirements	\$ 9,060
3	Stormwater Rate Structure and Rate Establishment	\$26,760
4	Stormwater Utility Fee Implementation and Ordinance Adoption	\$ 5,680
5	Utility Billing Database	\$ 8,665
	Expenses	\$ 1,000
	<b>TOTAL</b>	<b>\$55,645</b>
6	Optional – Public Relations Program Allowance	\$ 9,600
7	Optional – Billing Database Integration Assistance Allowance	\$ 3,200
8	Optional – Grant Funding Assistance Allowance	\$ 2,280



## MEMORANDUM

**Date:** September 22, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Third Party Building Inspection Services

---

### Background:

Building inspection services are currently managed by the Borough's in-house Building Official. He is responsible for all permitting activities except plumbing which is handled by Allegheny County. The Building Official has notified me of his need to have both of his knees replaced beginning on October 21, 2014 and he will be out until at least the middle of January, 2015.

### Discussion:

Because we are required by the State to provide inspection services, if our in-house Building Official is not available, we must provide an alternative. That could be hiring someone else temporarily or it could be hiring a third party agency. The latter is what many of the municipalities in Pennsylvania do. We decided to go with the third party agency as we only need them until the Building Official returns from his surgeries. And since they will be onboard, if the recovery time is longer we will not need to seek additional alternatives.

I solicited formal proposals from thirteen third party agencies that operate in Western Pennsylvania. The names of the agencies were supplied by the Pennsylvania Department of Labor and Industry. We received five (5) responses back. After reviewing the proposals, Plans Examiners, Inc. was selected because of the service they provide and their very reasonable pricing structure. Their offices are in Pittsburgh and they provide inspection for a number of municipalities in the area including Robinson. A copy of their proposal is attached to this report.

Their fees are either flat fees for residential services or per square foot fees for commercial services and all of their fees include plan review and all necessary inspections. Our intent is to have contractors pay the inspection agency directly for their fee and then pay us for our fees. The process will be as follows:

A permit application will be turned in to our offices and entered into our software by staff. Applications will be revised to match the Uniform Construction Code (UCC) requirements which our current form does not. And we will have separate forms for Building, Electrical and Mechanical permits which we should have had but did not. Following input, the inspection agency will be notified of the application and will be sent all materials electronically. They will then receive payment of their fees and begin their review of the materials. They will deal directly with the contractor to ensure that all information is complete and ready for permitting. When the permit is ready to be issued, the contractor will come in to our offices, pay our fee, and then receive their permit. The contractor will then begin work and when ready for inspections, will contact the agency for this. The agency will input the inspections into our software (we will provide access) and then provide inspection results to us in written form with complete reports of each inspection. When all inspections are completed, we will issue a Certificate of Occupancy signifying that the project is complete and ready to be used by the property owner.

There is no budgetary cost to the Borough for bringing this agency onboard and our fees will remain the same. This does meet the requirements of the Purchasing Policy even as it was advertised and formally bid out but is not technically required as there are no funds involved.

Recommendation:

I recommend that Council authorize me to engage Plans Examiners, Inc. as the third party inspection agency for the Borough.

JN

Attachment



Jeffrey Naftal  
Borough of Dormont  
Borough Manager  
1444 Hillsdale Ave  
Dormont, PA 15216

Dear Mr Naftal:

We are responding to your request for proposal for Professional Code Administration.

We are enclosing as part of our cover package an overview of our company as well as the qualifications of our experienced professional staff. Additionally, a separate envelope is enclosed with our fees for services.

As you will see from the enclosed company brochure, we have personnel who have years of experience and have a wealth of practical knowledge which is unparalleled in our field. We are able to handle with efficiency and excellence all areas of code enforcement and analysis- from plan review to the final inspections required to issue the occupancy permit.

Beyond the professional abilities and credentials to perform this work, we would be remiss if we did not highlight two compelling strengths of our company:

1. Plans Examiners Inc has a proven track record of saving both municipalities and developers significant resources through our code analysis expertise.
2. Plans Examiners Inc conducts all business matters with integrity while maintaining a commitment to friendly and professional customer service.

Please also find in the ensuing pages, the answers to specific questions as requested in the RFP.

We would be glad to engage in more detailed conversation with you at your convenience. If you have any questions about any of the enclosed documentation, please feel free to contact us.

John Barnett  
Managing Director

David T Brazelton, MBA, MA  
Business Manager



## **EXPERIENCE**

Plans Examiners has experience in assisting and being the sole Third Party Agency for a variety of different municipalities with greatly varying needs: rapidly growing suburban, inner city, rural, and under-resourced municipalities requiring extra care in establishing best practices for code and building administration. Probably the closest approximation to the Borough of Dormont in our portfolio is the Township of Robinson where PEI provides services as the sole contracted Third Party. The Township of Robinson is the fastest growing community in Allegheny County and as such has complex circumstances seldom seen elsewhere. Plans Examiners has been able to meet and exceed the expectations of this community; the Planning Commissioner is one of our references.

Please see the enclosed reference sheet for the contact information for our references

## **PROXIMITY TO BOROUGH HALL**

The main office for Plans Examiners is in the Robinson Township Municipal Complex, which is eight miles from the Dormont Borough Building. Normally, it is about a fifteen minute drive. Our main office has conference and meeting space for any size of meeting. Additionally, the financial officer for Plans Examiners travels through Dormont twice daily and lives two miles away.

## **RATE AND SERVICE STRUCTURE** (please see enclosed information)



**Professional References:**

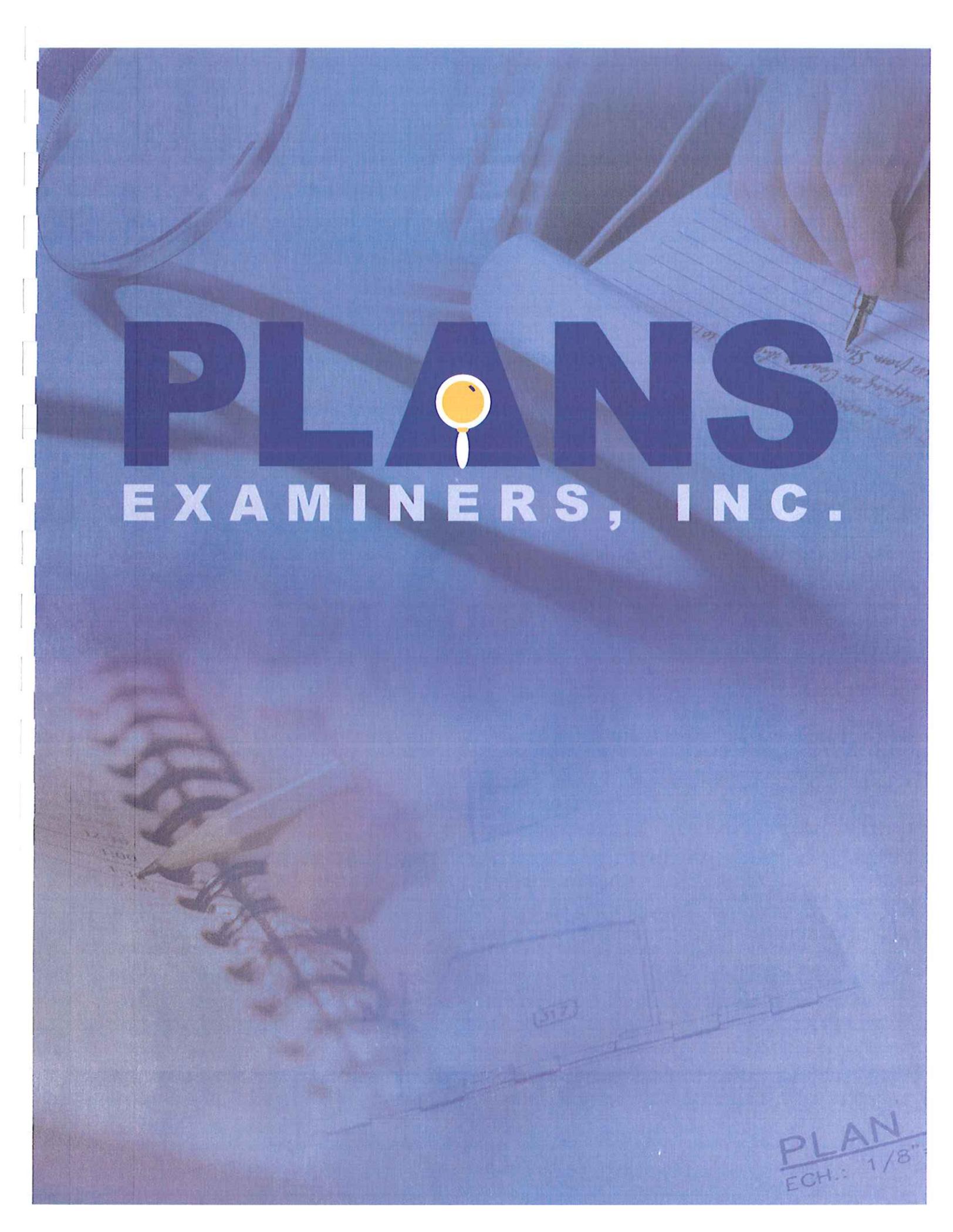
Rick Urbano  
Planning Director and Zoning Officer  
Township of Robinson  
1000 Church Hill Rd  
Pittsburgh, PA 15205  
Phone: 412-780-1419

Debbie Resnick  
Zoning Officer  
Borough of Burgettstown  
1509 Main Street  
Burgettstown PA 15021  
724-947-2011

Julie Pantalone  
Borough Administrator  
Borough of Turtle Creek  
125 Monroeville Ave  
Turtle Creek, PA 15145-1898  
[julie@tcboro.com](mailto:julie@tcboro.com)  
Office: 412-824-2500  
Fax: 412-824-1642

**Plans Examiners, Inc**  
**1000 Church Hill Rd**  
**Ste 210**  
**Pittsburgh, PA 15205**  
**Office: 412-787-1510**  
**Fax: 412-489-5957**





# PLANS

EXAMINERS, INC.

PLAN  
ECH.: 1/8"

# Agency Overview

## FIRM DESCRIPTION

Plans Examiners, Inc. is a full service plans examination and inspection agency providing assistance, organization, administration and code consultation to municipality planning, building and zoning departments.

## CERTIFICATION

Plans Examiners, Inc. is a certified and registered "Third Party Agency" by the Commonwealth of Pennsylvania Department of Labor and Industry (August 8, 2008 Certificate A162). Our inspectors and plans examiners are ICC Certified and our company directors are Licensed Professional Architects, & Code Professionals. We utilize ICC certified plans examiners & inspectors, engineers, architects, code enforcement professionals, construction industry professionals, special consultants, manufacturing and component engineers when necessary, all in support of our clients' projects. Our on site professional and support staff allows Plans Examiners to provide a cost effective and timely response for large scale multi-phased projects.

## SERVICES

Plans Examiners, Inc. can provide municipalities with a full range of services including

- Complete Project Management
- Complete Design Development
- Code Administration, & Plans Review
- Assistance in Permitting Process
- Organization of Electronic Files for Storage & Record Retention
- Planning Board or Planning Department Consultation
- Zoning Board or Zoning Department Consultation
- Ordinance Codification

## PURPOSE & VISION

- To Better Serve the Public Safety
- To Facilitate Practical Application of Code Compliance During Planning, Building & Construction
- To Minimize Cost Impact of Building Code Compliance Through Project Evaluation During the Design Phase

## KEY AREAS

- New & Existing Buildings
- Life Safety System
- Electrical, Mechanical, Plumbing & Fire Protection Systems
- Energy Use

## TEAM UNDERSTANDING

Our founders have over 60 years of experience in the master planning of project sites and the design and execution of new and renovated facilities, site inspections, and project oversight. They have successfully designed and constructed hundreds of millions square feet of commercial space. We work directly with the architects for your project during the design & plans review stage to allow the project to stay on schedule.

Our registered professional directors, along with an integrated team of professionals, plans reviewers and inspectors all trained in the construction and code enforcement industry, provide your municipality with the winning combination that ultimately enhances any municipal code enforcement program.



# Agency Overview

## KEY AREAS

- New & Existing Buildings
- Life Safety System
- Electrical, Mechanical, Plumbing & Fire Protection Systems
- Energy Use

## TEAM UNDERSTANDING

Our founders have over 60 years of experience in the master planning of project sites and the design and execution of new and renovated facilities, site inspections, and project oversight. They have successfully designed and constructed hundreds of millions of square feet of commercial space. We work directly with the architects for your project during the design & plans review stage to allow the project to stay on schedule.

Our registered professional directors, along with an integrated team of professionals, plans reviewers and inspectors all trained in the construction and code enforcement industry, provide your team with the winning combination that ultimately enhances your success.

Please contact us to see how our professional services group can work for you.



PLAN  
ECH: 1/8"

## Mr. John P. Barnett

### PROFESSIONAL EXPERIENCE:

2005 - Present	PEI - Managing Director
1998 - 2005	JSA - Engineering Project Manager
1997 - 1998	Meucci Engineering - Project Designer
1990 - 1997	JSA - Project Designer
1987 - 1990	Meucci Engineering - Junior Design/Drafting
1986 - 1987	Neilan Engineers - Civil Drafting
1985 - 1986	Hoggard & Eure Engineering - Civil Drafting

### EDUCATION:

2004-2008 ICC Certification Classes

Certificates from The Electric League of Western Pennsylvania:

1995	Voice, Data & Telecommunications
1991	Industrial and Commercial Data and Communications Design
1990	Lighting Design
1989	Industrial and Commercial Power Dist.
1988	Electrical Wiring Design
1987	Fundamentals of Surveying

Old Dominion University, VA

### REGISTRATIONS:

ICC Certified Building Plans Examiner  
ICC Certified Electrical Plans Examiner  
ICC Certified Commercial Energy Plans Examiner  
ICC Certified Electrical Inspector  
ICC Certified Fire Inspector I  
ICC Certified Commercial Building Inspector  
ICC Certified Commercial Energy Inspector  
ICC Certified Commercial Building Inspector  
Building Code Official

Currently taking the Professional Engineering Registration Exams

### PROFESSIONAL SUMMARY:

John has extensive experience in assisting municipalities and corporations to successfully meet code requirements, to make the public's safety a priority and to simultaneously make the most efficient use of resources. As Managing Director of Plans Examiners Inc, John has been leading at the forefront of the company's remarkable growth. John has led code consulting, plan review, and inspection projects in every type of industry. These projects have ranged from multimillion dollar developments to the smallest residential projects.



## Mr. James V. Eckles, AIA

### PROFESSIONAL EXPERIENCE:

2011 - Present	PEI - President
1998 - 2011	JSA - President
1989 - 1998	JSA - Senior Vice President
1984 - 1988	JSA - Vice President/Chief of Staff
1979 - 1984	JSA - Associate and Chief of Staff
1973 - 1979	Loeffler/Johnson/Lundberg - Project Manager
1970 - 1972	Hoffman/Loeffler/Wolfe - Draftsman
1966 - 1967	Schmertz and Erwin Architects - Draftsman

### PROFESSIONAL SUMMARY:

As an AIA architect, Jim has decades of experience lending design and architectural expertise to every manner of governmental entity and commercial project. Jim's calm and wise counsel extends to situations beyond normal design development and as such, he is a welcome addition to every team and circumstance.

### EDUCATION:

1966	Gateway Technical Institute, Architecture
1979	Community College of Allegheny County, Business Management Degree

### MILITARY SERVICE:

1967 - 1970	Sergeant, Active Duty, U.S. Army, Finance Corps
1968 - 1969	Sergeant, Active Duty, Korea
1970 - 1973	U.S. Army, Inactive Reserves
1973	Honorable Discharge

### REGISTRATIONS:

Registered Professional Architect in: PA, WV, OH, MD, FL, NY, MA, CT, MI, VT, TX, RI, NC, IL, GA, and VA

National Council of Architectural Registration Boards (NCARB)

### AFFILIATIONS:

American Institute of Architects - Pittsburgh Chapter  
American Institute of Architects - Pennsylvania



## Mr. Joseph Niedermeyer

### PROFESSIONAL EXPERIENCE:

2012 - Present	PEI - Inspector III/ Designer II
2004 - 2011	Middle Department Inspection Agency
2001 - April 2002	Oxford Technologies - Designer/CAD
1997 - 2001	Continental Design - Designer/CAD
1995 - 1997	Tippins Incorporated - Designer/CAD
1989 - 1995	Davey International - Designer/CAD
1988 - 1989	SEI Engineers - Designer/CAD
1984 - 1988	Tippins Incorporated - Designer/CAD

### EDUCATION:

California University of PA-  
- ICC Building Inspector Training Program  
Pittsburgh Technical Institute  
Point Park College-Mechanical Engineering classes

### REGISTRATIONS:

ICC Certified Accessibility Plans Examiner  
ICC Certified Building Plans Examiner  
ICC Certified Mechanical Plans Examiner  
ICC Certified Plumbing Plans Examiner  
ICC Certified Commercial Energy Plans Examiner  
ICC Certified Fire Inspector I  
ICC Certified Commercial & Residential Building Inspector  
ICC Certified Commercial & Residential Energy Inspector  
ICC Certified Commercial & Residential Mechanical Inspector  
ICC Certified Commercial & Residential Plumbing Inspector  
ICC Certified Commercial Accessibility Inspector  
Building Code Official

### PROFESSIONAL SUMMARY:

Mr. Joseph Niedermeyer, providing more than 20 years of professional experience in residential and commercial building projects including new facilities, renovations, and additions, is the newest member of the Plans Examiners, Inc. team. His work with previous Third Party Agencies in both Plan Reviews and Inspections allows for better enforcement at a local level. With working knowledge of all areas of specialty relating to residential and commercial building code, Mr. Niedermeyer demonstrates exceptional skill in applying relevant codes to the physical inspection process, as well as accuracy and efficiency in the plan review process. Joseph is also a skilled AutoCad operator and Systems Designer.



## Ms. Betsy Gray

### PROFESSIONAL EXPERIENCE:

2008 - Present	PEI Plans Reviewer III / Inspector II
1994-2008	Clark Wallace, AIA Draftsman / Designer II
1992-1994	Butler Eagle -Compositor

### EDUCATION:

Butler County Community College: Architectural Drafting and  
Design Associate Degree

### REGISTRATIONS:

ICC Certified Commercial Building Plans Examiner  
ICC Certified Accessibility Plans Examiner  
ICC Certified Energy Plans Examiner  
ICC Certified Energy Inspector  
ICC Certified Accessibility Inspector

### PROFESSIONAL SUMMARY:

Ms Gray has twenty years experience with architectural drawings and building plans examinations. Focus, accuracy and speed are all hallmarks of this highly skilled and valuable professional on the Plans Examiners team.



## Mr. Mark L Lighthall

### PROFESSIONAL EXPERIENCE:

2012 - Present	PEI - Project Architect
2011-2012	RSH- Project Architect (part-time)
2009-2011	JSA- Vice President
2004-2009	JSA-Associate, Team Leader
1998- 2004	JSA-Project Architect
1996-1998	Roach Moore Hughes Architects-Associate, Production manager
1995 - 1996	Roach Moore Hughes Architects-Project Architect, Production Manager
1987-1995	Roach Moore Hughes Architects-Project Architect
1979-1987	Dowler-Yecko Architects-Draftsman, Construction Administration
1978-1979	Swift Industries/Lincoln Homes-Draftsman

### EDUCATION:

Triangle Institute of Technology-1978

### REGISTRATIONS:

Registered Professional Architect by Examination-Pennsylvania  
RAO12994X-1992

### PROFESSIONAL SUMMARY:

Mr. Mark Lighthall has 35 years of experience in a multitude of architectural projects with a great breadth of knowledge especially in the commercial and industrial fields. Mark also lends practical skills and experience gleaned from years of project management. We are pleased to have Mark join our team.



## Mr. Jesse DeRosa

### PROFESSIONAL EXPERIENCE:

2011 - Present PEI - Project Liaison

### EDUCATION:

Pittsburgh Technical Institute - 2012  
Steel Center AVTS - 2005 - 2008

### Skills:

Proficient in AutoCAD  
Proficient in Autodesk Revit  
Proficient in Bentley Microstation  
Proficient in Google Sketch-up

### PROFESSIONAL SUMMARY:

Mr. Jesse DeRosa graduated with High Honors with a 4.0 GPA from the Pittsburgh Technical Institute with an Associates Degree in Architectural Drafting and Design. Jesse brings a variety of talents to his "toolbox" that makes him an invaluable member of the team. Jesse has found a particular gift in the ability to manage complex projects and communicate effectively with all manner of valued clients.



## Ms. Leah Wiley

### PROFESSIONAL EXPERIENCE:

2013 - Present PEI - Draftsman

### EDUCATION:

Pittsburgh Technical Institute - 2013

### Skills:

Proficeint in AutoCAD

Proficeint in Autodesk Revit

Proficeint in Bentley Microstation

Proficeint in Google Skecth-up

### PROFESSIONAL SUMMARY:

We are delighted to welcome Leah Wiley as our newest member of the PEI team. Leah brings a youthful energy coupled with a successful academic career that enables her to complete all manner of projects efficiently and quickly.



## Mr. David Brazelton

### PROFESSIONAL EXPERIENCE:

2009 - Present PEI - Business Manager

### EDUCATION:

B.A. - Thiel College

M.A. - Indiana University of Pennsylvania

M.Div. - Pittsburgh Theological University

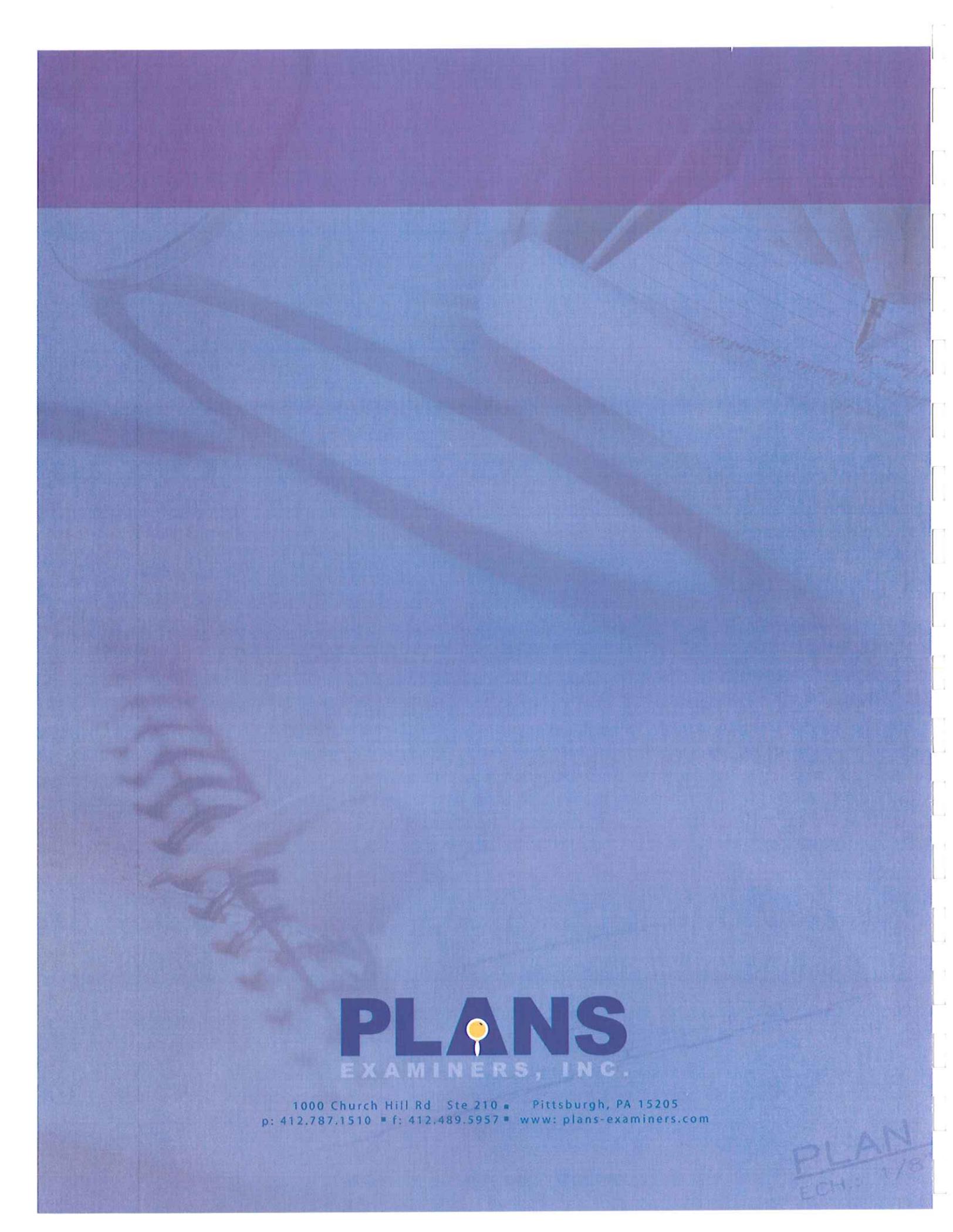
MBA - Point Park University

### PROFESSIONAL SUMMARY:

Financial and Administrative functions are overseen by David Brazelton. David brings an emphasis on timely customer service that is focused on the personalized needs of every one of our high value clients. Prior to joining Plans Examiners in 2009, David had extensive experience in providing personalized care to major decision makers of large enterprise level accounts in the global telecommunications space.

In addition to technical excellence and an underlying commitment to integrity in all that we do, the company provides a level of customer service that enables our clients to meet aggressive deadlines and to succeed in their various endeavors. Assisting in the smooth functioning of the company are administrative assistants Sandra Catanzaro and Janet Cowher.

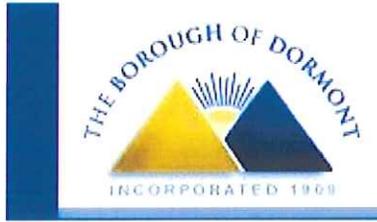




**PLANS**  
EXAMINERS, INC.

1000 Church Hill Rd Ste 210 ■ Pittsburgh, PA 15205  
p: 412.787.1510 ■ f: 412.489.5957 ■ [www: plans-examiners.com](http://www.plans-examiners.com)

PLAN  
ECH: 1/8



## MEMORANDUM

**Date:** September 23, 2014

**To:** President, Vice-President, Council and Mayor

**From:** Jeff Naftal, Borough Manager 

**Subject:** Pennsylvania Historical and Museum Commission Grant

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### Background:

Earlier this year, the Recreation/Community Affairs Director, in cooperation with the Dormont Historical Society, submitted a grant application for a Keystone Project Grant through the Pennsylvania Historical and Museum Commission. This grant was to hire a consultant to review historic neighborhoods and business districts in the Borough and identify which ones would be eligible for inclusion on the National Register of Historic Places. This was done to further Goal #15 of the Borough's Strategic Plan, to identify historic districts in the Borough.

### Discussion:

We received word in June of this year that we had been awarded the grant but needed to wait for a complete agreement with signatures from the State before moving forward with any grant activity. We now have a completed agreement which is attached for your review. This agreement calls for a total project of \$31,337 with \$15,000 coming from the grant, \$9,000 from the Dormont Historical Society, \$6,000 in a cash match from the Borough and the remaining \$1,337 to be an in-kind match of the Recreation/Community Affairs Director's time on this project. We will come back to Council in November with a recommendation for a consultant to perform the work scoped in this grant.

Because the amount of the Borough's match is over \$1,000 I need Council approval to accept the grant and move forward with this project. There is \$3,785 remaining in the grant match line item as the remainder was used for the Pop Murray wall. The difference of \$2,215 can come from the Contingency line item where there is over \$58,000 remaining.

Recommendation:

I recommend that Council accept the Keystone Project Grant from the Pennsylvania Historical and Museum Commission for a total project cost of \$31,337 with a cash match of \$6,000 coming from the Borough.

JN

Attachment

Cc: Kristin Hullihen, Recreation/Community Affairs Director



Karen Arnold, PHMC Project Officer  
717-783-9927

Rev. 5/14

**KEYSTONE PROJECT GRANT AGREEMENT BETWEEN  
THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION**

**AND**

**DORMONT BOROUGH**

THIS GRANT AGREEMENT, hereinafter referred to as "Grant Agreement" is made by and between the Commonwealth of Pennsylvania, Pennsylvania Historical and Museum Commission, hereinafter referred to as "the Commission" and Dormont Borough hereinafter referred to as "Grantee."

**Preamble**

WHEREAS, the Commission is the Commonwealth's official history agency vested with the power and duty to identify Commonwealth historic resources, undertake activities to stimulate interest in historic preservation, and administer the Commonwealth's State Historic Preservation Program, 37 Pa.C.S. §§ 101 – 906; and

WHEREAS, the Keystone Recreation, Park and Conservation Fund Act ("Act") established a fund to support projects that identify, preserve, promote and protect Commonwealth historic and archaeological resources and authorizes the Commission to provide grants to nonprofit organizations and public agencies for the planning, acquisition and rehabilitation of publicly accessible historic sites listed in or eligible for the National Register of Historic Places, Act of July 2, 1993, P.L. 359, *as amended*, 32 P.S. §§ 2011-2024, 2018(e); and

WHEREAS, the Commission developed the Keystone Historic Preservation Grant Program Guidelines ("Guidelines") to implement the Act; and

WHEREAS, the Grantee meets the eligibility requirements defined in the Guidelines and submitted a completed grant application; and

WHEREAS, this Grant Agreement is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S. § 101 et seq. (also known as Act 57).

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

**Agreement**

**1. Grant Agreement Term**

- a. **Term.** The term of the Grant Agreement shall commence on the effective date (as defined in section 6 below) and shall end on March 31, 2016, subject to its other provisions, and the availability of funds, whether state or federal, unless terminated earlier by either party in accordance with the termination provisions of this Grant Agreement.
- b. **Extension.** The term of this Grant Agreement may be extended with no additional funding by written notice issued from the Project Officer to the Grantee in order for the Grantee to continue to use the grant funds for an additional period of time under the same terms and conditions of this Grant Agreement. For purposes of this extension, the funding amount is limited to the funds not spent by the Grantee by the end of the term and the extension period shall not exceed three months.

2. **Grant Award Amount.** Subject to the availability of funds, whether state or federal, and the other terms and conditions of this Grant Agreement, the Commission awards up to **\$15,000.00** to Grantee and will make payments to Grantee in accordance with the Grant Agreement payment terms (Appendix C, section 19, up to the maximum Grant Agreement Amount of **\$15,000.00**. No funding awarded to Grantee under this Grant Agreement shall be used in any action against the Commonwealth or the Commission.
3. **Project Description.** The Grantee shall use the grant award amount in accordance with the Project Description, attached hereto as Appendix A.
4. **Appendices and Attachments.** The following Appendices and Attachments are incorporated into and made part of this Grant Agreement and the parties agree to be bound thereby:
  - a. **Appendix A - Project Description**
  - b. **Appendix B – Project Schedule**
  - c. **Appendix C - Standard General Terms and Conditions, State Funded Grants (Rev. 4/14)**
5. **Incorporated Documents.** Grantee acknowledges having reviewed a copy of the following documents, which are available online at the websites referenced below. These documents are incorporated by reference into and made a part of this Grant Agreement.
  - a. **Keystone Historic Preservation Project Grant Guidelines.** Available at <http://www.phmc.state.pa.us/grants>.
  - b. **The Secretary of Interior's Standards for Treatment of Historic Properties with Guidelines for preserving, rehabilitating, restoring, and reconstructing historic buildings.** Available at <http://www.nps.gov>.
6. **Effective Date.** This Grant Agreement shall not become legally binding and effective until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commonwealth provides a fully signed copy to the Grantee. For purposes of this grant agreement, the effective date shall be the date the last signing party has affixed their signature.
7. **Adherence to The Secretary Of The Interior's Standards.** Grantee understands and agrees that all pre-development plans, construction documents, and construction work must be consistent with, and limited to, the allowable treatments defined in the Secretary of the Interior's "Standards for the Treatment of Historic Properties."
8. **Matching Share.** The Grant Award is contingent upon Grantee providing a matching share as defined in the Keystone Historic Preservation Grant Guidelines. The matching share must be provided on a 50/50 matching ratio and must be cash. Grantee must certify to the PHMC within three (3) months of receiving a copy of the fully executed Grant Agreement that it has secured a matching share.
9. **Reimbursement of Expenditures.** Grantee understands that the Keystone Historic Preservation Construction Grant is a reimbursable grant. Commission will provide reimbursement on a quarterly basis pending receipt of quarterly progress reports and requests for reimbursement forms provided by the PHMC. All invoices must show both state and local share and shall be reimbursed on 50/50 matching ratio. Final invoice must be submitted to the PHMC within 30 days after the project completion date. Final payment amounting to 20% of the grant will be withheld pending approval of the completed work by the PHMC.

- 10. Quarterly Reporting.** In addition to the report requirements specified in Appendix C, the Grantee must submit Quarterly reports to the PHMC indicating regular satisfactory progress. The report must include name of property, project number, period of report, grantee and address, contact person and telephone number and be submitted on forms provided by the PHMC. It should describe work accomplishments during the quarter, as well as difficulties encountered and reasons for delay. Color photographs showing work in progress must accompany each report. If submitting digital photographs, the size of each image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. It is recommended that digital images be saved in 8-bit (or larger) color format, which provides maximum detail even when printed in black-and-white. The report should include a narrative of the work accomplished versus work planned. It must also contain a detailed statement of all expenditures relating to the activities for which funds were awarded. The report must show estimated approved budget, actual final budget and differences between them. Final payment will be issued upon acceptance of the final report.
- 11. Site Visits.** The PHMC reserves the right to visit project sites throughout the term of this Grant Agreement To conduct progress reviews, determine if the grantee is having any problems or requires any special assistance, and to encourage cooperation with the Commission.

Vendor # 158754 AND ME # 13727

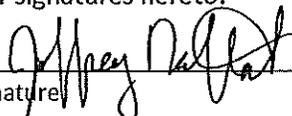
AGREEMENT BETWEEN THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

AND

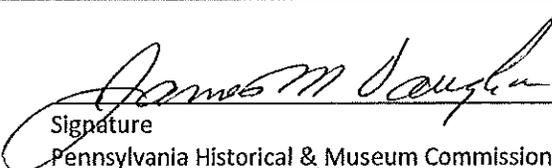
Dormont Borough

1444 Hillsdale Avenue, Suite 10, Pittsburgh, PA 15216

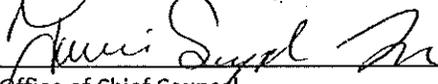
WHEREFORE, in witness of the covenants set forth herein on the attached pages, the parties have affixed their signatures hereto:

BY:  Date: 6/9/14  
 Signature  
Borough Manager Jeffrey Naftal  
 Print/Type Title Print/Type Name

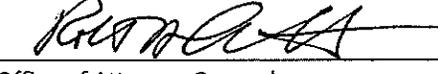
BY:  Date: 6/10/2014  
 Signature  
Board President Willard C. McCartney  
 Print/Type Title Print/Type Name

BY:  Date: 6/30/14  
 Signature  
 Pennsylvania Historical & Museum Commission  
Executive Director James M. Vaughan  
 Print/Type Title Print/Type Name

Approved as to Form and Legality:

BY:  Date: 7/3/14  
 Office of Chief Counsel  
 Pennsylvania Historical and Museum Commission

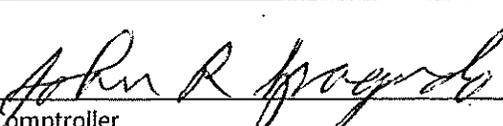
BY:  Date: 7/17/14  
 Office of General Counsel  
 Commonwealth of Pennsylvania

BY:  Date: 8/14/14  
 Office of Attorney General  
 Commonwealth of Pennsylvania

I hereby certify that funds of \$ 15,000.00 are available and in the appropriation symbol(s) as shown below:

Vendor #: 158754 FID #: 256000328 Funds Commitment #: FC 410 00 67688

GL #: 6600400 Fund #: 3025313000 Cost Center #: 3010699000

BY:  Date: 9/5/14  
 Comptroller  
 Commonwealth of Pennsylvania

**APPENDIX A**  
**PROJECT DESCRIPTION**

**Grantee:** Dormont Borough  
1444 Hillsdale Avenue, Suite 10  
Pittsburgh, PA 15216

**ME #:** 13727

**Contact Person:** Kristin Hullihen  
(412) 561-8900 khullihen@boro.dormont.pa.us

**Scope of Work:**

Through a two-step process, 36 CFR 61 certified consultants will aid the Borough of Dormont in reviewing historic neighborhoods and business districts within the Borough of Dormont. The process will lead to the identification of historic districts and structures that are eligible for listing on the National Register of Historic Places. All relevant data will be collected so that it can become a part of a historic "theme" within the Borough's public accessible geographic information system (GIS).

Reminder: Grantee is reminded to publicly acknowledge PHMC funding and to document that acknowledgment in the Final Report.

**Budget:**

Consultant's Fees	\$57.00
Vehicle Mileage	
Consultant's Fees	\$252.00
Fleet Vehicle	
Consultant's Fees	\$28,996.00
Labor	
Publication Expenses	\$100.00
Reproduction	
Publication Expenses	\$596.00
Color Reproduction	
Salaries/Wages/Related	\$1,336.00
Kristin Hullihen	
<b>Total</b>	<b>\$31,337.00</b>
State	\$15,000.00
Local	\$16,337.00

## APPENDIX B

### PROJECT SCHEDULE

<b>Start Date</b>	<p>The estimated start date is September 1, 2014. The actual start date will be on or after the effective date of the Grant Agreement. <b>The project may not commence before the Effective Date of the Grant Agreement.</b> Project expenses incurred before the effective date of the Grant Agreement are not reimbursable.</p> <p><b>Before starting the project, the grantee must:</b></p> <ol style="list-style-type: none"><li>1) Have the fully executed Grant Agreement in hand,</li><li>2) Submit plans and specifications for review, and</li><li>3) Receive written approval of the proposed work from the PHMC.</li></ol>
<b>November 1, 2014</b>	Project or design work must be initiated by this date or within forty-five days of the Effective Date of the Grant Agreement.
<b>January 1, 2015</b>	Grantee submits its first quarterly report. A quarterly report is required even if the project has not been initiated. Attach photographs, if applicable, of work in progress.
<b>April 1, 2015</b>	<p>Submit second quarterly report, with photographs. Project matching funds must be in place by this date.</p> <p>Covenants, if applicable, should be recorded at the Recorder of Deeds in the county where the project is located. A copy must be submitted to the PHMC with the book and page number indicating where it is recorded.</p>
<b>July 1, 2015</b>	Submit third quarterly report with photographs.
<b>October 1, 2015</b>	Submit fourth quarterly report with photographs.
<b>January 1, 2016</b>	Submit fifth quarterly report with photographs.
<b>March 31, 2016</b>	Grant Agreement Term ends. Projects may be completed any time prior to this date. Final report and final invoice are due, if not submitted before this date. <b>Final payment amounting to twenty percent (20%) of the grant will be withheld pending submission of the final report.</b>

APPENDIX C  
STANDARD TERMS AND CONDITIONS  
(STATE FUNDED GRANTS)

1. **DEFINITIONS**

- A. **Commission.** The Pennsylvania Historical and Museum Commission.
- B. **Contract or Contractor.** The parties understand that the use of the terms "Contract" and "Contractor" throughout this Agreement shall mean "Grant Agreement" and "Grantee" respectively.
- C. **Project Officer.** The person designated to act for the Commission in administering this Grant.

2. **GRANT OBJECTIVES – SCOPE AND BUDGET**

- A. **Scope.** The Grantee shall achieve the original goals and objectives of the grant program. The Grantee shall provide advance written notice to the Commission if a modification to the original grant program goals and objectives is intended and would result in a deviation from the original grant program goals and objectives.
- B. **Budget.** The Grantee shall use the grant program award amount exclusively for the approved goals and objectives of the grant program. The Grantee shall provide advance written notice to the Commission if a modification would result in a deviation from the original budget/grant program award amount.

3. **ACKNOWLEDGEMENTS**

- A. The Grantee shall include an acknowledgement of state funding support in all published materials and announcements relating to its Commission funded activities. The acknowledgment must stand alone and not be combined with acknowledgements of funding from other public and private sources. Acknowledgment of Commission support must state as follows:
  - 1. For Grantees receiving awards for other than general operating support:
    - a) "This [project/program/performance/exhibition/publication/workshop] is supported by a grant from the Pennsylvania Historical and Museum Commission, a state agency funded by the Commonwealth of Pennsylvania."
  - 2. For Grantees receiving awards for administrative and general operating support:
    - a) "Funding for [name of grantee] is supported by a grant from the Pennsylvania Historical and Museum Commission, a state agency funded by the Commonwealth of Pennsylvania."

4. **AUDIT REQUIREMENTS**

The Commonwealth of Pennsylvania reserves the right for itself, authorized Federal and State agencies and their authorized representatives, at all reasonable times and at a location designated by the Commonwealth, to inspect, review, reproduce, and audit the books, documents and records of the Grantee during the term of this Grant Agreement and for three (3) years from the date of final payment. The Grantee shall give full and free access to all of its records to the Commonwealth and/or their authorized representatives, including but not limited to, the Commission's Comptroller, the Auditor General, the Inspector General, or Federal auditors.

5. **RECORD RETENTION REQUIREMENTS**

- A. The Grantee shall preserve, maintain, and make available for inspection its records for a period of three (3) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute, by any other paragraph of this Agreement, or by sub-paragraphs (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final payment.
2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by the Grantee until such litigation, claims, or exceptions have been disposed.

B. The Grantee shall maintain and preserve all records related to its state grant award.

6. **PERSONNEL CHANGES.**

The Grantee shall obtain advance written approval from the Commission if, during the term of the Grant Agreement, there will be a permanent change in principal staff and/or project director from that identified in the original grant application or project description or scope of work.

7. **ASSUMPTION OF LEGAL RESPONSIBILITY.**

The Grantee shall assume sole legal responsibility for any claims for damages asserted against the Commonwealth of Pennsylvania, its instrumentality, the Commission, or any employees thereof, resulting from the negligence or willful actions of grantee involving copyright infringements, violation of personal privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from matters with respect to which grantee has advised the Commission in writing of the legal issues involved and the Commission, but its specific appraisal in writing, has assumed the risks thereof. The assumption of legal responsibility by the grantee shall include but not be limited to the assertion of defenses on the part of the commonwealth of Pennsylvania, its instrumentality, the Commission and employees thereof, and the costs of such assertion. The Commission will give grantee prompt notice of such claims brought to its attention and grantee may control the defense or settlement thereof. However, the Commonwealth of Pennsylvania reserves the right for itself, its instrumentality, the Commission or the employees thereof, to participate in the defense of any such claim through its Attorney General at its own expense.

8. **DISALLOWED COSTS.**

The Grantee shall repay to the Commission the entire grant award amount if the terms and conditions of this Grant Agreement are violated in any way or costs claimed are disallowed following an audit. Allowable costs are only those approved in the budget. All other costs are unallowable, unless approved in writing.

9. **EQUIPMENT.**

The Commission reserves the right to make the final determination on the title to equipment or fixed assets purchased or fabricated with PHMC grant funds.

10. **FAIR LABOR STANDARDS**

- A. The Grantee shall comply with Commonwealth labor, wage, safety, sanitary and antipollution regulations and standards.
- B. The Grantee agrees that all professional personnel and related or supporting personnel employed on projects which are financed in whole or in part under this Grant Agreement will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum for compensation for persons employed in similar activities. Grantees are required to abide by the Pennsylvania Prevailing Wage Act whenever project work is in excess of \$25,000 and includes any public funds.
- C. The Grantee agrees that no part of any project which is financed in whole or in part under this Grantee

Agreement will be performed or engaged in under working conditions which are unsanitary, hazardous or dangerous to the health and safety and sanitary laws and applicable anti-pollution regulations and standards of the Commonwealth of Pennsylvania will be prima facie evidence of compliance with the above stipulations.

11. **INCOME.**

Income or revenue may be generated by activities supported by grant funds. Grantee agrees that earned income or revenue in excess of original estimates indicated in the Grant Application must be returned to the Commission within thirty (30) days after the project termination date. Grantee is authorized to apply or otherwise use income resulting from interest earned against Commission funds to further the grant project as described in the Grant Agreement. No other use of interest earnings is permitted. Unused or unexpended funds in the possession of the Grantee must be returned to the Commission no later than (3) days after the Grant Agreement termination date.

12. **INTEGRATION.**

This Grant Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Grant Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Grant Agreement.

13. **AMENDMENTS.**

No modifications, alterations, changes or waiver to this Grant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments or modifications shall be made using the appropriate Commonwealth form.

14. **LOBBYING**

The Commonwealth of Pennsylvania prohibits the use of grant funds for lobbying activities.

15. **MAINTAINING FINANCIAL RECORDS**

A. For the purpose maintaining records and reporting, grantees (including those receiving general support grants) shall keep a record reflecting all receipts, obligations and disbursements of funds for all activities covered by this contract and shall maintain such records as follows:

1. Until the expiration of a three-year period beginning with the submission of a the Financial Report, or
2. Until all audits begun during such three-year period or prior thereto have been completed and findings involving the records have been resolved, whichever is the longer period.

B. Grantee Financial Management Systems shall provide for:

1. Records that adequately identify the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liability, outlays, and income.
2. Effective control and accountability over all funds, property and other assets. Grantees shall safeguard all such assets adequately and shall assure that they are used solely for authorized purposes. Effective internal control requires proper segregation of duties so that key duties and responsibilities in authorizing, processing, recording, and receiving grant transactions should be, as much as practically possible, separated among individuals.
3. Comparison of actual amounts with budgeted amounts for each grant. Also, relation of financial

information with performance or productivity data, including the production of unit cost information whenever appropriate and required.

4. Procedures to minimize the time elapsed between the transfer of funds from the state disbursing office and the disbursement by Grantee.
5. Accounting records which are supported by source documentation.
6. Properly documented matching funds, if matching funds are required by the grant program. In-kind goods and services cannot be used to match Commission funds.
7. A systematic method to assure timely and appropriate resolution of audit findings and recommendations

16. **GRANT CONTINGENT UPON LEGISLATIVE APPROPRIATION**

Payment hereunder is subject to the availability of state and/or Federal funds.

17. **TERMINATION PROVISIONS**

- A. The Commonwealth of Pennsylvania reserves the right to terminate this grant at any time by giving thirty (30) days written notice to the grantee, for any of the following reasons:
  1. Nonavailability of funds;
  2. Nonperformance or inadequate performance;
  3. Noncompliance with any of the terms and conditions of this grant or the terms and conditions contained in any other grant with the Commonwealth of Pennsylvania or the United States of America.
  4. The Commonwealth shall have the right to terminate the grant agreement for its convenience if the Commonwealth determines termination to be in its best interest. Upon termination of the grant agreement, the grantee shall be prohibited from spending or disbursing grant funds and shall return immediately to the Commission all remaining unused grant funds.

18. **EXTENSION RIGHT**

The Commonwealth reserves the right, upon written notice issued by the Project Officer to the Grantee, to extend the term of the Grant Agreement for up to three months upon the same terms and conditions for the sole purpose of preventing a lapse in Grant Agreement coverage and only for the time necessary, up to three months, to enter into a new agreement.

19. **PAYMENT TERMS AND METHOD**

- A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. To obtain and complete the Pennsylvania Electronic Payment Program (PEPP) Enrollment Form, please access: [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH/EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH/EFTenrollmentform.pdf) within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's payable service center, Vendor Data Management Unit at 717-214-0140 (fax) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street, 9<sup>th</sup> Floor, Harrisburg, PA 17101.
- B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

- C. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payment.
- D. If the Grantee desires payment by check, a payment request form will be provide by the Granting Agency, which must be signed, dated and returned at the same time that the Grant Agreement is returned to the Granting Agency.
- E. The Commission will initiate payment, in the form of a check, at the earliest possible date. Payment should be received by Grantee within thirty (30) days of the fully executed Grant Agreement.
- F. Upon receipt, the grantee agrees, where possible, to deposit and maintain Commission funds in an interest bearing account. Disposition of funds from this account, including interest earned, is the responsibility of the Grantee. Interest earned from Commission funds must be recorded and reported as a part of the detailed statement of income and expenditures required in the final written report.
- G. Unused or unexpended grant funds in the possession of the Grantee must be returned to the Commission no later than (3) days after the Grant Agreement termination date.

20. **PROPOSAL AS A PUBLIC RECORD.**

A proposal that results in a Commission grant becomes part of the record of the transaction and will be available to the public. A proposal that does not result in a Commission grant will be retained by the Commission and will also be available to the public.

21. **REPORTING**

Unless otherwise indicated, the Grantee shall submit to the Commission within thirty (30) days of the termination date of the Grant Agreement, a narrative report and a financial statement sworn to and signed by the Grantee's Chief Executive Officer.

- A. The narrative report shall include, but not be limited to, the following:
  - 1. A detailed description of all activities for which funds have been awarded, including dates of the project, performance, or exhibit;
  - 2. Attendance figures of participants served by the project;
  - 3. Programs and other printed materials documenting the project, performance, or exhibit, including: photographs, news clippings, reports, National Register forms, survey forms, catalogues, posters, and brochures;
  - 4. Critical reviews, if any;
- B. The financial statement shall consist of a detailed statement of all income and expenses relating to the activities for which funds have been awarded.
  - 1. If grantee obtains a certified financial statement of general operations, grantee shall submit a copy of the statement to the Commission immediately after its receipt.
- C. When grantees are recipients of federal grants and contracts, through the Commission, those grantees Must comply with additional reporting requirements under the Federal Funding Accountability and Transparency Act (Pub. L. 109-282).

## 22. CONTRACTOR RESPONSIBILITY PROVISIONS (MD 215.9 – OCTOBER 2010)

- A. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors; are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
  2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
  3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
  4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
  5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
  6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

23. **CONTRACTOR INTEGRITY PROVISIONS (MD 215.8 – JUNE 2010)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.

a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but

not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

#### 24. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (MD 215.16 - SEPT. 2010)

##### A. The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting

agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

25. **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT (MD 215.12 – OCT. 2011)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

26. **OFFSET PROVISION (MD 215.9 - OCT. 2010)**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

27. **RIGHT TO KNOW LAW (FEB 2010)**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the

Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**28. HOLD HARMLESS PROVISION (NOV 30 2006)**

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

**29. APPLICABLE LAW (OCT 2006).**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.