

MEMORANDUM

Date: October 25, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Resolution #19-2012 – Participation in SHACOG Solid Waste Bid

Background:

In 2008, the Borough participated with many other municipalities in a joint bid process run by SHACOG to provide solid waste disposal services, including recycling, to the Borough. Bids were received that year from both Allied Waste (a division of Republic Services) and Waste Management. The Borough chose to use the Allied Waste bid which was based on tonnage, rather than the Waste Management bid based on the number of units. That contract is for five (5) years and expires in 2013.

Discussion:

SHACOG has announced that they will be going through the joint bid process in 2013 to determine solid waste disposal alternatives for the next five (5) years. These services will include recycling. In order to participate in that process, the Borough must pass a Resolution authorizing participation in the joint bid process. That Resolution, #19-2012, is attached for your review. The only cost for our participation will be our share of any advertising costs and we will be able to cover this out of our existing advertising budgets.

Recommendation:

I recommend that Council approve Resolution #19-2012 authorizing the Borough to participate in the 2013 SHACOG joint bid for solid waste disposal services.

JN

Attachments



BOROUGH OF DORMONT

RESOLUTION NO. 19-2012

A RESOLUTION OF THE BOROUGH OF DORMONT, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH OF DORMONT TO PARTICIPATE IN THE 2013 JOINT BID FOR A CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES COORDINATED AND ADMINISTERED BY THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS (SHACOG)

WHEREAS, the contract governing solid waste collection and disposal services entered into by participating municipalities pursuant to the joint bid administered by the South Hills Area Council of Governments (SHACOG) in 2008 expires at the end of 2013; and

WHEREAS, the member municipalities of SHACOG have requested that SHACOG coordinate and administer a successor joint bid in 2013 for another contract for solid waste collection and disposal services; and

WHEREAS, the SHACOG Board of Directors has authorized SHACOG to act as the coordinator and administrator for such a joint bid by adopting SHACOG Resolution No. 02-12; and

WHEREAS, since the contract currently governing this service for Borough of Dormont is one that will be expiring, it is the desire of the Borough of Dormont to participate in this joint bid process.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Dormont and it is hereby resolved by the authority of the same, as follows:

1. The Borough of Dormont agrees to participate in, and be bound by the terms and conditions of, the joint bid for solid waste collection and disposal services to be coordinated and administered by SHACOG for a bid opening in 2013 pursuant to SHACOG Board Resolution No. 02-12.
2. The participation of the Borough of Dormont shall include, but not necessarily be limited to, attendance at all meetings, submission of all required information, and review of pertinent material and draft documents.
3. The Borough of Dormont shall reimburse SHACOG for all advertising costs on an equal basis with all others participating in the bid.
4. The appropriate officials of the Borough of Dormont are hereby authorized to perform any other ancillary functions as may be required to facilitate this joint bid.

ADOPTED this 5th day of November, 2012.

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal, Borough Manager

Willard McCartney, President of Council



SOUTH HILLS AREA COUNCIL OF GOVERNMENTS SHACOG

Executive Director
STANLEY LOUIS GORSKI

October 1, 2012

MEMBER MUNICIPALITIES
Borough of Baldwin
Township of Baldwin
Municipality of Bethel Park
Borough of Brentwood
Borough of Castle Shannon
Borough of Dormont
Borough of Heidelberg
Borough of Jefferson Hills
Township of Moon
Municipality of Mt. Lebanon
Borough of Mt. Oliver
Peters Township
Borough of Pleasant Hills
Township of Scott
Township of South Park
Township of Upper St. Clair
Borough of Whitehall

TO: Administrative Advisory Committee
FROM: Stanley Louis Gorski *SLG*
SUBJECT: Joint Bid for Solid Waste Collection and Disposal

Recognizing that the current contract for solid waste collection and disposal expires next year, the SHACOG Board of Directors, at their September 20, 2012 regular meeting, adopted Resolution No. 02-12 authorizing SHACOG to coordinate and administer a successor (the fourth) joint bid for a replacement contract for these services for our member municipalities. This action was taken to formalize the bid process under the auspices of SHACOG. A copy of the adopted SHACOG Resolution is enclosed. Although the last bid again resulted in two vendors receiving contract awards, all municipalities entered into their respective contracts pursuant to our bid process.

In order to proceed, it is necessary that we formally identify those municipalities that want to participate in this undertaking. Accordingly, also enclosed please find a copy of the municipal Resolution that is to be adopted by your governing body indicating its desire to participate in this program. This is the Resolution referenced in Paragraph 10 of the SHACOG Resolution. If your municipality chooses to participate, please forward a copy of your adopted Resolution to the SHACOG office by November 15, 2012. Obviously, if your municipality does not wish to participate, there is no need for your governing body to consider this matter. If your adopted Resolution is not received by the stipulated date, it will be presumed that your municipality is not interested in this joint bid and you will receive no further communication about this process. Once the participants in the bid are identified, a meeting will be convened to outline the procedure for the bid.

If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

SLG/ssd
Enclosures

cc: Board of Directors

RESOLUTION NO. 02-12

RESOLUTION AUTHORIZING SHACOG TO COORDINATE AND ADMINISTER
THE JOINT BID FOR A CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL SERVICES FOR MEMBER MUNICIPALITIES

WHEREAS, the South Hills Area Council of Governments (SHACOG) has previously released three joint bids for multi-year solid waste collection and disposal service contracts which resulted in substantial savings for its member municipalities; and

WHEREAS, the contract that was the subject of the most recent joint bid is going to expire on December 31, 2013; and

WHEREAS, the member municipalities, recognizing the savings and efficiency achieved through this collective effort, have again requested that SHACOG coordinate and administer another joint bid for this contract; and

WHEREAS, such a joint bid exemplifies the type of project that is routinely administered by SHACOG; and

WHEREAS, a considerable amount of advance preparation and time are required to undertake this type of multi-municipal bid process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SHACOG, and it is hereby resolved by the authority of the same, as follows:

1. SHACOG is authorized to coordinate and administer a fourth joint bid for a multi-year contract for solid waste collection and disposal services for interested member municipalities of SHACOG.
2. The contractual services that will be the subject of the bid shall be for the collection, removal and disposal of garbage/rubbish, household refuse, grass/hedge/shrubbery clippings and tree prunings, leaf waste, and recyclable materials.
3. The services to be provided by SHACOG for this joint bid shall include, but not necessarily be limited to, arranging for meetings with member municipalities that choose to participate in the bid, providing the support services for and developing the specifications and bid documents, duplicating the specifications and bid documents, releasing the specifications and bid documents to prospective bidders, preparing and placing the advertisement for public bid of the contract, arranging the pre-bid meeting for prospective bidders, issuing any required addenda prior to the bid opening, receiving and opening the bids, tabulating the bids, and distributing the tabulation to the municipalities participating in the bid.
4. The municipalities participating in this joint bid shall have the opportunity to offer suggestions and recommendations concerning the specifications and bid documents.

RESOLUTION
NO. _____

A RESOLUTION AUTHORIZING THE ____ (MUNICIPALITY) ____ TO PARTICIPATE
IN THE 2013 JOINT BID FOR A CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL SERVICES COORDINATED AND ADMINISTERED
BY THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS (SHACOG)

WHEREAS, the contract governing solid waste collection and disposal services entered into by participating municipalities pursuant to the joint bid administered by the South Hills Area Council of Governments (SHACOG) in 2008 expires at the end of 2013; and

WHEREAS, the member municipalities of SHACOG have requested that SHACOG coordinate and administer a successor joint bid in 2013 for another contract for solid waste collection and disposal services; and

WHEREAS, the SHACOG Board of Directors has authorized SHACOG to act as the coordinator and administrator for such a joint bid by adopting SHACOG Resolution No. 02-12; and

WHEREAS, since the contract currently governing this service for the ____ (Municipality) ____ is one of that will be expiring, it is the desire of the ____ (Municipality) ____ to participate in this joint bid process.

NOW, THEREFORE, BE IT RESOLVED by the ____ (Governing Body) ____ of the ____ (Municipality) ____ and it is hereby resolved by the authority of the same, as follows:

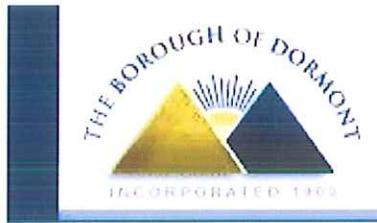
1. The ____ (Municipality) ____ agrees to participate in, and be bound by the terms and conditions of, the joint bid for solid waste collection and disposal services to be coordinated and administered by SHACOG for a bid opening in 2013 pursuant to SHACOG Board Resolution No. 02-12.
2. The participation of ____ (Municipality) ____ shall include, but not necessarily be limited to, attendance at all meetings, submission of all required information, and review of pertinent material and draft documents.
3. The ____ (Municipality) ____ shall reimburse SHACOG for all advertising costs on an equal basis with all others participating in the bid.
4. The appropriate officials of the ____ (Municipality) ____ are hereby authorized to perform any other ancillary functions as may be required to facilitate this joint bid.

ADOPTED this ____ day of _____ 2012.

ATTEST:

Secretary

President



MEMORANDUM

Date: October 25, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager 

Subject: Resolution #20-2012 – Procurement Card System Agreement

Background:

The former Borough Manager obtained a credit card for the Borough's use in his name and using his social security number and credit history. When he left the Borough's employment, he destroyed that card. Since then, the Borough must make all purchases either through an invoice or by an employee paying for it personally and asking for reimbursement.

Discussion:

PNC Bank, the Borough's bank of record, offers a Procurement Card System that we can utilize as a credit card for making online or other non-invoiced purchases. I would like to participate in this system with one (1) card only so that we can purchase software and other smaller items directly without needing an invoice and cutting a check. For example, I purchased Adobe's software directly from their site for a discount but because the Borough had no credit card, I had to use my own and seek reimbursement of the \$299. This happens regularly. The advantage to getting a card through the Procurement Card System is that there is a cap on how much can be expended which allows us to protect our purchasing rules so that they can't be violated by an employee with access to the card. And because I will only be asking for one card, we can control the access to the card itself. In order to participate, PNC Bank requires a Resolution from Council, which is attached. They also will have other paperwork that the Council President and/or I will need to sign. There is no cost to the Borough for participation in this program.

Recommendation:

I recommend that Council approve Resolution #20-2012 authorizing the Borough to participate in the PNC Bank Procurement Card System and to further authorize the Borough Manager and/or Council President to execute any other documents as necessary.

JN

Attachments





BOROUGH OF DORMONT

RESOLUTION NO. - 20-2012

A RESOLUTION OF THE BOROUGH OF DORMONT, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH COUNCIL PRESIDENT AND BOROUGH MANAGER TO ENTER INTO AGREEMENT WITH PNC BANK AND EASYPROCURE, LLC FOR A PROCUREMENT CARD SYSTEM

WHEREAS, it is the desire of the Council of the Borough of Dormont to reduce economic burdens and conserve resources by increasing efficiency and reducing administrative costs via a Procurement Card program for day-to-day operations in accordance with the procurement process as established by the Borough Code; and

WHEREAS, the Council recognizes that the Procurement Card is neither a substitute for public bidding nor the school's existing procurement program, and that the Procurement Card program is not being implemented for the purpose of bid splitting and avoidance of the statutorily mandated public bidding process; and

WHEREAS, EasyProcure, LLC has negotiated with PNC Bank at Two PNC Plaza, 620 Liberty Avenue, Pittsburgh, PA 15222, to administer, on behalf of participating municipal entities in the Commonwealth of Pennsylvania, a Procurement Card system under the EasyProcure Program issued to individual authorized employees with established limits and purposes; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Dormont as follows:

1. The Council President and Borough Manager are authorized to enter into the Agreement attached hereto with the PNC Bank to secure Procurement Cards under the EasyProcure Program.
2. The Borough Manager and his/her designees, are hereby authorized, directed and empowered to take such actions and execute any and all documents as may deem necessary to implement an EasyProcure procurement card program, including but not limited to Easy Procure documents, Signature Card for EasyProcure PNC Account, documents establishing PSDLAF membership, if necessary, and Visa Card Purchasing Card Agreement.
3. As a condition precedent to issuance of a Procurement Card, the Borough Manager may establish in writing purchasing parameters in accordance with law including but not limited to: (a) a listing of goods and services which may be procured using the Card; (b) authorized vendors; (c) daily/weekly/monthly/annual monetary procurement card limits for each individual recipient of the Procurement Card
4. As a condition precedent to receiving the Procurement Card, the Borough Manager shall establish a monetary limit of authority for each employee's use of the Procurement Card.

5. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Employee Usage Agreement.
6. Upon receipt and use of a Procurement Card, the cardholder shall submit receipts and such information as periodically requested by the Borough Manager.

ADOPTED this 5th day of November, 2012.

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal, Borough Manager

Willard McCartney, President of Council



MEMORANDUM

Date: October 25, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *gn*

Subject: Approval of Donations to Dormont Elementary PFO & AARP

Background:

Staff has received two (2) requests for the Borough to donate something for organizational fundraisers. The first request is from the Dormont Elementary PFO for their Science Olympiad. The second request is from the Dormont Chapter of the AARP for their annual Christmas Party and Fundraiser. There is a line item in the Budget for Contributions which Council can use for these situations. However, in the last couple of years, the former Borough Manager decided to donate family pool passes instead.

Discussion:

The problem with donating family pool passes is that the cost to the Borough is hidden. If we donate a pool pass, it is either a resident or Keystone Oaks School District pass which is \$150 or it is a non-resident pass which is \$275. If we give out a resident pass and the prize winner is a non-resident, the pass is either unusable or will require them to pay the extra \$125 to make it usable for themselves. If we give out a non-resident pass then we are saying we want to donate \$275 to the organization.

It is much cleaner in my opinion to simply designate an amount from the Contributions line item and issue a check to the organization for that amount. All such requests and approvals would need to go through Council so there would be a chance for the public and Council to comment both on the request and the amount to be donated. There is still \$900 available in this year's budget for Contributions.

I would recommend that Council consistently donate the same amount to whichever organizations request a donation until the funds are exhausted. I would suggest that \$100 is a reasonable amount which would allow 15 donations under the existing \$1,500 budget. However, if there are some organizations that Council feels merit more of a donation that could be done if a majority of Council authorized the increase.

Recommendation:

I recommend that Council authorize donations of \$100 to the Dormont Elementary PFO and to the Dormont Chapter of AARP with funds coming from the Contributions line item.

JN

Attachments



Dormont Elementary PFO
 3200 Annapolis Ave ■ Pittsburgh, PA 15216
 dormontelementarypfo@yahoo.com

President Jill Harvey
Vice President Joan Jackson
Vice President Lisa Williams
Secretary Elaine Volpe
Treasurer Jennifer Lyons
Committee Coordinators: Shana Brown
 Cara McDougal
 Kim Rullo

September 7, 2012

Dear Business Owner/Manager: *Borough of Dormont*

We are writing on behalf of the Dormont Elementary School community to ask for your help in sponsoring a new and exciting educational opportunity for Dormont Elementary School students. Dormont Elementary faculty, parents, and staff are excited to be planning a Science Olympiad for the 2012-2013 academic year. This event is a costly one and will take approximately a year to plan, so community support is essential to our success.

The Science Olympiad is an elementary, middle, or high school team competition that tests knowledge of various science topics. Over 15,000 schools in 48 states compete each year. Dormont Elementary hosted its first Science Olympiad last year, and the response from our students was exceptionally positive! The goals of the Science Olympiad are to improve the quality of science education, create a passion for learning science, and provide recognition for outstanding achievements and performance for the students. These goals will be achieved by staging a competitive event in which teams of students will engage in 18 different interesting, hands-on experiments. The entire elementary school from Kindergarten through Fifth Grade will participate.

Expenses for this event are expected to cost over \$4500 and we would greatly appreciate your help in making Dormont Elementary's Science Olympiad a success. In an effort to raise money for the Olympiad, we plan to auction off gift baskets during a Silent Auction during the holiday season. Would you be willing to make a donation to help support our fundraising effort? We can create gift baskets around a variety of themes, and your donation of a gift certificate, gift cards, or goods and services would be so very appreciated.

All of our donors will be recognized in our Science Olympiad program, encouraging our Dormont families to patronize your business.

Thanks so very much for your consideration! If you have questions, please feel free to contact Kristen Pauchnik at 412-889-4581 or poch4@verizon.net.

Sincerely,

 Kristen Pauchnik
 DEPFO Science Olympiad Fundraising Chair

Lori DeMartino
 Teacher/Science Olympiad Director

We hope you'll detach this form and send it along with your check to:

Dormont Elementary School
 Attention: PFO
 3200 Annapolis Avenue
 Pittsburgh, PA 15216

YES! My business, _____, is willing to help Dormont Elementary improve the quality of science education and inspire passion for science in the children of Dormont! Enclosed, please find our donation of \$ _____. Checks should be made payable to Dormont Elementary PFO.

- Businesses making donations of \$100 or more will be recognized with "Science Sponsor" status at one of our 18 experiments and will also be recognized in our event program.
- Businesses making donations of less than \$100 will be recognized in our event program.

Dormont Elementary PFO will provide receipts to all businesses making a donation to our Science Olympiad.

Donate Family Pool Pass for basket raffle!

AARP Chapter

#3016 DORMONT

813 Mayville Avenue
Pittsburgh, PA 15226
Fall, 2012

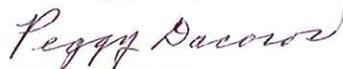
Dear Merchant:

We are again looking forward to the Christmas season, and our annual holiday Christmas party and fund-raiser. This event is our major opportunity to raise funds for donations to local organizations. We ask for your assistance to make this the best fund-raiser ever!

Your donation to our non-profit agency may take the form of a gift card, a check (made out to the Dormont AARP, #3016) or something original and possibly unusual. Checks or gift cards may be mailed to either Zita Reis or Peggy Dacoros. Please call one of us if we need to send someone to pick up your donation.

Your generous donation will be greatly appreciated. We are truly grateful for your past assistance and look forward to hearing from you soon.

Sincerely yours,



Peggy Dacoros,
Correspondence Secretary
813 Mayville Avenue
Pittsburgh, PA 15226
412-344-2397

Zita Reis,
Chairperson, Christmas Luncheon
1220 Peermont Avenue
Pittsburgh, PA 15216
412-563-0830

BOARD OF DIRECTORS

Albert Wyborski,
President

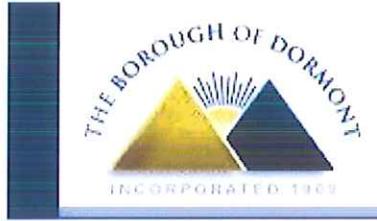
Arlene Peelor,
Vice President

Peggy Dacoros,
Recording Secretary

Zita Reis,
Treasurer

Zita Reis,
Chairperson, Christmas
Luncheon

“ To Serve, Not to Be Served”



MEMORANDUM

Date: October 25, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager 

Subject: Selection of Storm Water Engineering Firm for Athens Alley

Background:

At the August 6, 2012 Council Meeting, a number of Kelton Avenue residents whose homes back up to Athens Alley requested that the Council do something about their periodic flooding. This was triggered by a major rain storm that washed away one residents flood protection wall. Council directed staff to see what options were available and I addressed that by initiating a Request for Proposals (RFP) for a storm water engineering firm who would provide design options for improvements to the system on Athens Alley.

Discussion:

We received 11 responses from qualified engineering firms and the selection committee which consisted of the Building Official, the Streets Supervisor and myself narrowed that list down to 5 for a formal presentation. Those 5 made their presentations and the selection committee then ranked them. The 5 firms, along with their proposed costs and timeframes for completion of the project, are listed below in order of their average ranking:

FIRM	COST	TIMEFRAME	AVERAGE RANKING
Hazen and Sawyer	\$39,960	8 weeks	2.00
Senate Engineering Co.	\$29,838	20 weeks	2.33
Remington, Vernick & Beach	\$14,625	26 weeks	3.00
Lennon, Smith, Souleret	\$52,211	18 weeks	3.67
The EADS Group	\$17,000	12 weeks	4.00

Copies of their proposals as well as those of the firms not making presentations are available in the Borough offices for inspection during normal business hours.

Alternatives:

Council has three alternatives at this point in the process. They are:

- Alternative #1: Select the top-ranked firm, Hazen and Sawyer. They were ranked highest by the selection committee because we felt that they offered the best combination of understanding the situation on Athens Alley and having creative approaches to find design solutions for the flooding problems on Athens Alley. Their cost is more than all but one of the firms but we did not factor that in when considering who was best for this contract. They are a national firm with a local presence in Pittsburgh. And they were out on the site with Borough staff in order to properly understand the situation they would be addressing. They have also already located two potential grant opportunities to pay for a part of the cost of this project and have indicated that they will be preparing the one due on November 1, 2012 free of charge in case they are awarded the contract.
- Alternative #2: Because this is an RFP, Council can make a selection based on other factors besides cost. The RFP expressly allows Council to select any of the proposers or none of the proposers. Therefore, Council could choose to select one of the other 4 firms who made presentations and were ranked. Should Council choose to do this, I would strongly recommend that they only consider the second ranked firm, Senate Engineering. That is because Senate's ranking was only marginally below Hazen and Sawyer and also because the committee felt that they would be a viable alternative. We would not be willing to say the same for the other 3 firms at this point. From a staff perspective, we think that Hazen and Sawyer is the firm that should be selected but if for cost or other reasons Council wished to look elsewhere I would suggest that Senate Engineering is the alternative. They are a smaller firm than Hazen and Sawyer and their main office is in Pittsburgh.
- Alternative #3: As noted above, the RFP expressly allows Council to select none of the proposers. I would only recommend this course of action if Council feels that the funding for this project is not available or should not be used. However, I believe that we have more than enough funds in the Sewer Fund, Repairs/Maintenance line item to cover the cost of either Hazen and Sawyer or Senate Engineering. If Council chooses to move forward with this design, there is nothing that says that they have to move forward with construction once the cost estimates are developed by the selected firm. So Council would be at least seeing what options are available to help with the situation on Athens Alley.

Recommendation:

I recommend that Council award the contract for storm water engineering design on Athens Alley to the highest ranked firm, Hazen and Sawyer, for a cost of \$39,960. Funding will come from the Sewer Fund Budget, Repairs/Maintenance line item.

JN

Cc: John Schneider, Streets Supervisor
Pat Kelly, Building Official





MEMORANDUM

Date: October 25, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager
Subject: Agreement for Garbage Billing and Collection with Jordan Tax

Background:

Earlier this year, Council authorized changing our delinquent collections for sewer bills to Jordan Tax Service from Central Tax Bureau (CENTAX). This was to consolidate our collection processes with Jordan Tax following their selection for EIT and other tax related collections. Our garbage billing and collection is the last remaining function done through CENTAX.

Discussion:

Our intent all along was to consolidate all of our billing and collections with Jordan Tax, as much as possible. With the dissolution of CENTAX, it is now critical that we find an alternative for our garbage billing and collections and so it is now more important than before that we make this switch.

The attached agreement was approved by the Borough Solicitor and Delta Development when they were the acting Borough Manager. I am now moving this forward to ensure that our January billing and subsequent collections are done through Jordan Tax. Financially, Jordan Tax will be compensated 2% of all revenues collected for the Borough. This is in line with our other agreements with them and what we were paying to CENTAX. Funds are available in the 2013 budget to cover this cost.

Recommendation:

I recommend that Council authorize the Council President and Borough Manager to execute the attached agreement with Jordan Tax for the billing and collection of garbage fees for the Borough beginning in January of 2013.

JN

Attachment

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the BOROUGH OF DORMONT, with its principal office situated at 1444 Hillsdale Avenue, Pittsburgh, PA 15216 (hereafter referred to as the "MUNICIPALITY") and JORDAN TAX SERVICE, INC., (hereafter referred to as "JORDAN"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, maintaining its principal office at 102 Rahway Road, McMurray, Pennsylvania 15317.

WHEREAS, the MUNICIPALITY charges fees for its garbage services and collects the same according to applicable laws, and

WHEREAS, the MUNICIPALITY has decided that for reasons of economy and efficiency to utilize the services of an independent garbage billing and collection service contractor, and

WHEREAS, JORDAN is engaged in the business of providing garbage service billing and collection services, and

WHEREAS, JORDAN is willing to be retained to provide the service for the Current and Delinquent (as defined herein) garbage billing and collection services for the MUNICIPALITY, and

WHEREAS, at the November 5, 2012 Business Meeting of the Borough of Dormont Council, a motion was adopted authorizing a contract for garbage billing and collection services with JORDAN, and

WHEREAS, the parties hereto desire to enter into the within instrument upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth in this Agreement and the mutual benefits to be derived heretofore and intending to be legally bound, the parties hereby covenant and agree as follows:

A. The MUNICIPALITY designates JORDAN as its exclusive agent for purposes of billing and collecting the following: The Municipality's Current and Delinquent (as defined herein) garbage charges and fees, and any and all penalties, interest, costs, expenses and attorney fees assessed and levied pursuant to all MUNICIPALITY resolutions and/or ordinances and any other applicable laws respecting said charges and fees.

B. JORDAN agrees to perform, effective the 1st day of January, 2013, and continuing thereafter until the completion of the term of this Agreement, or any extensions thereof, the following scope of services:

1) JORDAN shall render to, for, and on behalf of the MUNICIPALITY all Current (as defined herein) garbage customer billing, collecting and accounting services, including the calculation of charges for garbage collection service, to the customers of the MUNICIPALITY on the basis of the rentals, minimum service charges, rates, penalties, interest, fees, expenses and rules and regulations duly established from time to time by the MUNICIPALITY and delivered to JORDAN.

2) JORDAN shall render to, for and on behalf of the MUNICIPALITY all Delinquent (as defined herein) garbage billing, collecting, and accounting services in accordance with the Agreement entered into by the MUNICIPALITY, JORDAN and Goehring Rutter & Boehm on the ____ day of _____, 2012 for the collection of delinquent and lien taxes, tax claims and municipal claims (hereinafter "Act 1/20 Agreement").

3) With regard to the collection of Current charges and fees associated with garbage services:

- a) "Current" shall be defined as the period of time beginning on the date the charges and fees are assessed and continuing through the thirtieth (30th) day after the billing due date.
 - b) JORDAN shall prepare customer bills using data generated by the MUNICIPALITY or its authorized agents at the Municipality's sole cost and expense.
- 4) With regard to the collection of Delinquent charges and fees associated with garbage services:
- a) "Delinquent" shall be defined as the period of time beginning on the Thirty-first (31st) day following the billing due date and concluding on the date on which the Delinquent Claim, Attorney Fees, Servicing Expenses, Out-of-Pocket Expenses, Postage Expenses and Record Costs (as defined in the Act 1/20 Agreement) are paid in full.
 - b) JORDAN shall collect Delinquent charges and fees associated with garbage services provided by the MUNICIPALITY in accordance with the Act 1/20 Agreement and corresponding Ordinance. Certification: Pursuant to the Ordinance, a "no lien letter" fee of \$25.00 per each "no lien letter" shall be charged to any third party requesting such responsibility of the third party requesting such information.
- 5) JORDAN warrants that its calculation of bills and amounts due the MUNICIPALITY shall be prepared in accordance with the Municipality's written resolutions and/or ordinances provided to JORDAN.
- 6) For Current garbage charges and fees, JORDAN shall prepare and mail customer bills on a form approved by the MUNICIPALITY and pursuant to a schedule determined by the MUNICIPALITY and JORDAN.

- 7) Receive all said payments (except those identified in Paragraph C.4) for Current garbage charges and fees, and deposit said payments by the following business day after receipt to a depository account, the name and ownership of which shall reside with the MUNICIPALITY.
- 8) JORDAN shall maintain, in computerized format, the customer master file, and the customer history of all active and inactive customers for the entire term of this Agreement and any extensions thereof.
- 9) JORDAN shall maintain, for the benefit of the MUNICIPALITY, records of all transactions and payments received from each customer and the date the payment was received; and maintain and preserve all records required to be maintained by this Agreement, and maintain said records in accordance with generally accepted accounting practices and make these records available for inspection by the MUNICIPALITY and/or its agents at all mutually reasonable times.
- 10) JORDAN shall prepare and furnish any forms, papers, notices or postings necessary for the collection of the Current garbage charges.
- 11) JORDAN shall perform all services and furnish all necessary supervision, personnel, equipment, facilities, supplies, and postage necessary in performance of its obligations under this Agreement.
- 12) JORDAN shall provide regular written reports for Current garbage collections, at a frequency established with the MUNICIPALITY.
- 13) JORDAN shall maintain an employee theft and errors and omissions policy in an amount not less than \$1,000,000.00.
- 14) JORDAN shall maintain liability insurance coverage for the term of the Agreement in an amount not less than \$1,000,000.00.
- 15) JORDAN covenants that it will conduct its activities in accordance with applicable laws, ordinances, rules and regulations.

C. The MUNICIPALITY, at its sole cost and expense, agrees during the term of this Agreement to:

- 1) The MUNICIPALITY, through its agents and personnel, shall render cooperation and information as is reasonably required by JORDAN in the course of rendering the services required by the terms of this Agreement.
- 2) The MUNICIPALITY shall provide all information which it comes to possess in the future that will assist JORDAN in the performance of the duties hereunder.
- 3) The MUNICIPALITY shall acquire garbage data in a digital file format and promptly provide a copy of the data to JORDAN.
- 4) The MUNICIPALITY shall promptly provide any payments received by the MUNICIPALITY to JORDAN for processing in accordance with this JORDAN at address listed in Paragraph N. below.

D. Compensation.

- 1) In consideration for providing the services described in Paragraph B. the MUNICIPALITY shall pay to JORDAN as compensation for services rendered and expenses by JORDAN incurred in accordance with this Agreement:
 - a) For the collection of Current garbage charges and fees, a sum of money equal to 2.0% of the current year's gross collections collected and possessed by JORDAN and remitted to the MUNICIPALITY pursuant to this Agreement including all fees, interest and penalties, plus continuance of any postage increases.
 - b) For the collection of Delinquent garbage charges and fees, compensation shall be in accordance with the Act 1/20 Agreement and the corresponding Ordinance.
- 2) Prior to payment, JORDAN shall submit to the MUNICIPALITY invoices on a regular basis, but not more frequently than monthly, identifying compensation then due and payable in accordance with the terms of this Agreement, and for which the services have been provided. All such invoices shall be paid within 30 days of the invoice date.

3) In the event that the MUNICIPALITY requests services beyond those provided in Paragraph B., and JORDAN agrees to furnish the services requested, compensation shall be made in accordance with an agreement supplementary hereto.

E. Ownership of Documents. All billing and payment records, customer account information and other material and data produced by or for JORDAN in the performance of this Agreement shall be the sole property of the MUNICIPALITY. Upon conclusion of the term of this Agreement or any extension thereof, JORDAN shall provide to the MUNICIPALITY a digital copy of the customer master file and customer history as it existed on the last day that collections were processed by JORDAN in a format mutually agreed upon by the MUNICIPALITY and JORDAN. The software programs used by JORDAN and for which it holds licenses are the sole property of JORDAN and the MUNICIPALITY agrees that JORDAN's responsibility to provide digital data to the MUNICIPALITY does not include the duplication of licensed software.

F. Indemnification. The MUNICIPALITY shall defend, indemnify and hold harmless JORDAN from any damages, expenses or costs, including legal fees with respect to law suits or other legal proceedings which challenge the legality of the MUNICIPALITY's resolutions and/or ordinances or which result from the use of erroneous information provided to JORDAN by the MUNICIPALITY. JORDAN shall defend, indemnify and hold harmless the MUNICIPALITY from any damages, costs or expenses that result from the acts or omissions of any employee, servant or agent of JORDAN in providing services on behalf of JORDAN pursuant to this Agreement.

- G. Independent Contractor. JORDAN acknowledges that it is an independent contractor engaged in garbage billing and collection services as set forth above and that JORDAN's employees are not employees of the MUNICIPALITY.
- H. Default. Should either party (i) fail to materially comply with any of the provisions of this Agreement; or (ii) fail to materially comply with any other material provision of this Agreement within thirty (30) days after written notice from a non-defaulting party of such material noncompliance or within such reasonable but necessary longer time needed to comply, such party shall be in default. Upon the occurrence of a default hereunder, the defaulting party shall have thirty (30) days from the date of receipt of such written notice of default to correct the breach or material noncompliance or such longer time as reasonably necessary to comply. If the defaulting party does not cure the default, within the cure period, then a non-defaulting party may pursue any remedy at law or in equity to which it may be entitled, including bringing action to specifically enforce provisions of this Agreement and/or collect any sums due hereunder.
- I. Audits. The MUNICIPALITY shall have the right at any time, with reasonable advance notice to JORDAN, to conduct an audit of JORDAN's performance of the services provided and all books, accounts and other records pertaining thereto, and JORDAN shall fully cooperate in the conduct of such audits.
- J. Modification of Terms. The terms and conditions of this Agreement shall not be modified or changed in any way except by mutual written agreement, dated and executed by both parties.
- K. Merger of Negotiations. This Agreement merges all previous negotiations between the parties hereto with respect to the subject matter covered hereby, and this Agreement represents the entire agreement between the parties, and there are no other representations, understandings or agreements.

L. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

M. Validity. The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

N. Notices. All notices provided for in this Agreement shall be in writing and shall be mailed by registered or certified mail, to the individuals and addresses listed below:

To MUNICIPALITY: Manager, Borough of Dormont
 1444 Hillsdale Avenue, Suite 10
 Pittsburgh, PA 15216

To JORDAN: Jordan Tax Service, Inc.
 Attn: William R. Linnert, Jr., President
 102 Rahway Road
 McMurray, PA 15317

- O. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- P. Agreement Term. This Agreement shall be effective as of January 1, 2013 and shall terminate December 31, 2015 unless sooner terminated as set forth above. Unless either party shall give to the other written notice of the intent to not renew, at least ninety (90) days prior to the end of the term or any renewal term of this Agreement, then this Agreement shall continue upon the terms and conditions then in force, for a further period of one (1) year, and so on from one (1) year term to one (1) year term until terminated by either party giving to the other written notice of intent not to renew at least ninety (90) days prior to commencement of the new term.
- Q. This Agreement shall not be assignable by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in accordance with proper authorization of their respective Boards and have caused this written.

ATTEST:

BOROUGH OF DORMONT:

Secretary

Council President

ATTEST:

JORDAN TAX SERVICE, INC.:

Nancy E. Linnert

Secretary

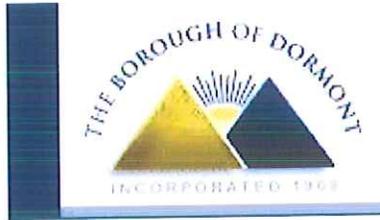
William R. Linnert, Jr. (seal)

President

APPROVED AS TO FORM:

Borough Solicitor





MEMORANDUM

Date: October 25, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Change Order – SHACOG 2012 Capital Lining Program

Background:

The Borough is participating in this year's Capital Lining Program which was bid out and is managed by SHACOG. As part of that program, work is being done on both extended lines and manholes.

Discussion:

In the process of lining a manhole between Memorial Drive and Banksville Road, the contractor and Gateway Engineering have discovered a pipe that has collapsed. It is only six feet in length but its location requires it to be hand dug which increases the cost of the repair. Gateway has indicated in the attached e-mail that the repairs will cost \$4,480 but that because the project came in under budget, the total project will only be over by \$484. Funding for this is available in the Sewer Fund budget, Repairs/Maintenance line item.

Recommendation:

Staff recommends that Council approve a change order for the SHACOG 2012 Capital Lining Program in the amount of \$4,480.

JN

Attachment

Jeffrey Naftal

From: Michael B. Skinner [mskinner@gatewayengineers.com]
Sent: Thursday, October 25, 2012 9:35 AM
To: Jeffrey Naftal
Cc: Thomas J. Gill
Subject: Capital Lining Cost to Complete

Jeff,

Remaining on the 2012 Capital Lining Program are two 6" manhole to manhole lining repairs located in the right-of-way between Memorial Drive and Banksville Road. A manhole to manhole lining repair requires access to both upstream and downstream manholes. The center structure, 819-510B, is a capped lamphole that cannot be used for access to line the sewer. Due to the short length of these segments (upstream segment 110', downstream segment 85') the capped lamphole does not need to be replaced with a manhole.

Since a May 2011 CCTV inspection, a structural defect 84' from the upstream manhole, 819-510C, degraded causing the pipe to collapse. This proposed repair is 6' in length. The sewer cannot be lined without repairing this structural defect.

Due to the collapsed pipe, we recommend the following repair option:

Excavate and replace the collapsed pipe. Due to the difficult location of this right-of-way, the repair will be dug by hand. The approximate cost of this additional repair and site restoration is \$4,480.00. Roto Rooter will complete this repair under the 2012 Capital Lining Program. Lining of the pipe will follow the excavation.

Including this additional repair, the 2012 Capital Lining Program is estimated to be completed \$484.00 over the contract value.

Please let me know if you have any questions.

Thank you

Michael B. Skinner, P.E.
Project Manager
mskinner@gatewayengineers.com
P 412.921.4030 x161
F 412.921.9960

The Gateway Engineers, Inc.
A Project-Focused Company
www.gatewayengineers.com

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Thomas Gill, E.I.T.
Engineer-In-Training
Tgill@gatewayengineers.com
P 412.921.4030 x173
F 412.921.9960

10/25/2012

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