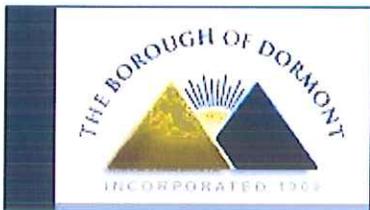


**AGENDA MEETING  
DORMONT BOROUGH COUNCIL  
NOVEMBER 26, 2012**

1. Executive Session 6:00PM
2. Call to Order 7:00PM
3. Registered Comments from the Public
  - A. Ms. Keri Stupka, 3081 Grasmere Avenue – Speed Table
4. Comments from the Public on Agenda Items
5. Comments from the Mayor
6. Council President's Report
7. 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 November 5, 2012 Council Business Meeting.
  - D. Motion to approve the Warrant List for November, 2012.
  - E. Motion to approve Payment Application No. 2 and Final for Philip DePasquale through SHACOG in the amount of 1,981.62 for the Handicap Ramping Project – Phase 6.
  - F. Motion to approve Payment Application No. 1 and Final for Joe Palmieri Construction, Inc. through SHACOG in the amount of \$36,738.70 for the Handicap Ramping Project – Phase 7.
8. Action Items
  - A. **Adopting the Fiscal Year 2013 Budget** – Motion to adopt the Fiscal Year 2013 Budget as presented to Council and the Public on November 14, 2012 – Finance and Legal Committee – Onnie Costanzo, Chairperson
  - B. **Adoption of Ordinance 1595, Levying an Ad Valorem Real Estate Tax and Fixing the Tax Rate for Fiscal Year 2013** – Motion to acknowledge a revenue neutral tax levy for 2013 shall be equal to 100% of the millage produced by dividing \$3,638,365 by the total assessed value of taxable real estate in the Borough as finally certified by Allegheny County for Fiscal Year 2013, not to exceed a total revenue of \$3,638,365 and adopting a total millage rate for tax purposes in compliance with the Anti-Windfall Statute in the amount of 9.10 mills representing a 101.85% increase over the prior year real estate tax collection – Finance and Legal Committee – Onnie Costanzo, Chairperson



- C. **Approval of Resolution No. 21-2012 – FY 2013 Fee Schedule** – Motion to approve Resolution No. 21-2012 adopting a Fee Schedule for Fiscal Year 2013 – Finance and Legal Committee – Onnie Costanzo, Chairperson
- D. **Approval of Note Resolution for 2013 Tax Anticipation Note** – Motion to approve a Note Resolution and other required documentation for a Tax Anticipation Note for Fiscal Year 2013 in the amount of \$450,000 for 5 months at an interest rate of 1.80% - Finance and Legal Committee – Onnie Costanzo, Chairperson
- E. **Approval of Laborers Union Contract** – Motion to approve a six year contract with the Laborers Union Local 1058 retroactively to January 1, 2011 – Finance and Legal Committee – Onnie Costanzo, Chairperson
- F. **Adoption of Ordinance 1593, Temporary Special Event Signs** – Motion to adopt Ordinance #1593 to increase the allowable area for temporary special event signs and restrict them to one per property – Community Affairs/Recreation Committee – Valerie Martino, Chairperson
- G. **Adoption of Ordinance 1594, Front Yard Fences** – Motion to adopt Ordinance #1594 to provide for greater flexibility in the placement of fences in the front yard – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- H. **Authorization to Execute Agreement with Jordan Tax for Delinquent Claims Resolution** – Motion to authorize the Borough Manager and Council President to enter into an agreement with Jordan Tax Service to provide for a procedure for the collection of all delinquencies owed to the Borough – Finance and Legal Committee – Onnie Costanzo, Chairperson
- I. **Authorization to Execute Agreement with Espy Services for a Telecommunications Audit** – Motion to authorize the Borough Manager to enter into an agreement with Espy Services to audit the Borough’s telecommunications services with fees to be paid from any credits achieved – Finance and Legal Committee – Onnie Costanzo, Chairperson
- J. **Authorization to Execute Agreement with Emergency Communications Network, LLC for Code Red Service** – Motion to authorize the Borough Manager to execute a renewal agreement with Emergency Communications Network, LLC for the Code Red emergency notification system renewing the agreement at a cost of \$3,763.80 per year for three years – Public Safety/Public Service Committee – Joan Hodson, Chairperson
- K. **Approval of Code Enforcement Officer Hiring** – Motion to approve the hiring of Monica Dahlkemper as Code Enforcement Officer at a salary of \$35,000 – Finance and Legal Committee – Onnie Costanzo, Chairperson

9. Discussion Items

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

10 Public Comment

11 Miscellaneous Items

12 Adjournment

# DORMONT VOLUNTEER FIRE DEPARTMENT

## MONTHLY ALARM SUMMARY

<u>MONTH YEAR</u>	<u>TOTAL ALARMS</u>	<u>TOTAL DRILLS</u>	<u>TOTAL FIRE DAMAGE</u>
October 2012	32	3	
10/01/12	2915 Belrose Ave.	False Alarm	None
10/02/12	2899 W. Liberty Ave.	False Alarm	None
10/02/12	3269 W. Liberty Ave.	False Alarm	None
10/02/12	3269 W. Liberty Ave.	False Alarm	None
10/02/12	Biltmore @ Piedmont Ave.	Fuel Spill	None
10/08/12	1635 McFarland Rd.	Smoke Scare(Mutual Aid)	None
10/08/12	338 Broadmore Ave.	Smoke Showing(Mutual Aid)	None
10/09/12	W. Liberty@Hillsdale	Containment Detail	None
10/12/12	1503 Potomac Ave.	Vehicle Accident	None
10/13/12	1518 McFarland Rd.	False Alarm	None
10/13/12	3060 Eastmont Ave.	CO Condition	None
10/13/12	2943 Belrose Ave.	Illegal Burn	None
10/15/12	2915 Belrose Ave.	False Alarm	None
10/19/12	Dell@ Greenmont	Transformer Arching	None
10/19/12	2973 W. Liberty Ave.	Vehicle Accident	None
10/19/12	1320 Arkansas Ave.	Person Indistress	None
10/20/12	2910 W. Liberty Ave.	Burnt Popcorn	None
10/20/12	1696 Kelton Ave.	Accident Cleanup	None
10/21/12	Edgehill@Espy	Transformer Explosion	None
10/21/12	2961 W. Liberty Ave	False Alarm	None
10/22/12	1524 McFarland Rd.	Alarm Malfunction	None
10/22/12	1141 McNeilly Rd.	Burnt Food	None
10/23/12	2907 Voelkel Ave.	False Alarm	None
10/23/12	1170 Bowerhill Rd.	Smoke Showing(Mutual Aid)	None
10/24/12	1524 McFarland Rd.	False Alarm	None
10/25/12	1000 Illinois Ave.	Coat Fire	None
10/27/12	2806 Broadway Ave	Vehicle Accident	None
10/27/12	W.Liberty@LaSalle	Vehicle Accident	None
10/29/12	1787 Potomac Ave.	Vehicle Accident	None
10/29/12	3216 Eastmont Ave.	Wires Arching	None
10/29/12	3216 Eastmont Ave.	Wires Arching	None
10/31/12	1964 Greentree Rd.	Structure Fire(Mutual Aid)	None

**DORMONT VOLUNTEER FIRE DEPARTMENT**

**MONTHLY SUMMARY REPORT**

**October 2012**

<i>Total Alarms</i>	<i>32</i>
<i>Drills.</i>	<i>3</i>
<i>False Alarms.</i>	<i>9</i>
<i>Alarms in Houses.</i>	<i>2</i>
<i>Alarms in Buildings.</i>	<i>16</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>04</i>
<i>Alarms Involving Automobiles and Trucks.</i>	<i>07</i>
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>01</i>
<i>Day Alarms 06:00 AM. To 06:00 PM.</i>	<i>16</i>
<i>Night Alarms 06:00 PM. To 06:00 AM.</i>	<i>16</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>132</i>
<i>Total Number of Volunteers at Drills</i>	<i>12</i>
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>39</i>
<i>Total Number of Apparatus Operators at Drills</i>	<i>4</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>\$ 0.00</i>
<i>Monthly Stipend</i>	<i>\$ 2,074.00</i>

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

12-0000251 Dormont Fire, assist Mt Lebanon Fire.  
12-0000252 Dormont Fire, assist Mt Lebanon Fire.  
12-0000269 Dormont Fire,assist Mt. Lebanon Fire  
12-0000277 Dormont Fire,assist Glendale Fire

Dormont Fire Chief.



Date: October 2012



# GATEWAY

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November 09, 2012  
C-55076-0006

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

Attn: Stanley Louis Gorski, Executive Director

RE: CD 37 7.2  
Handicap Ramping Project - Phase 6  
Dormont Borough

Dear Lou:

We certify that the project was completed in accordance with the Plans and Specifications set forth for the project.

Enclosed is Payment Application No. 2 and FINAL which will be provided to Dormont Borough for approval.

If you have any questions, please call.

Very Truly Yours,  
THE GATEWAY ENGINEERS, INC.

Michael Skinner, P.E.  
Project Manager

cc: Jeffrey Naftal, Dormont Borough Manager  
Ruthann L. Omer, P.E., Borough Engineer  
Severino C. DePasquale, Contractor

Encl: 2

G:\Projects\55000 Dormont\55076 ADA Ramps\55076-0006\Docs\Correspondence\2012\_11-09 Project Acceptance Ltr.doc



**Progress Estimate**

**Contractor's Application**

For (contract):		Application Number: <b>2 FINAL</b>											
Application Period: July 21, 2012 to November 05, 2012		Application Date: November 5, 2012											
A		B		C		D		E		F		G	
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity This Period	Installed Value This Period	Total Quantity To Date	Materials Presently Stored (not in D)	Total Value Completed and Stored to Date	% (F/B)	Balance to Finish (B-F)	
525	Handicap Ramp installation with PennDot Class AA Concrete and truncated domes meeting PennDOT requirements, complete in place in accordance with Details provided.	525	S.F.	\$15.00	\$7,875.00	67.4	\$1,011.00	412.9	\$0.00	\$5,182.50	100.00%	\$0.00	
1,150	Concrete Sidewalk Replacement, with Class AA Concrete including removal of the existing sidewalk, complete in place incl. 6" thick sidewalk, No. 9 gauge wire mesh, removal & disposal of old sidewalk, misc. Excavation, and 6" thick aggregate base.	1,150	S.F.	\$10.00	\$11,500.00	32	\$320.00	1,373	\$0.00	\$13,730.00	100.00%	\$0.00	
425	Concrete Curb Replacement (including the curb that is depressed as part of the ramp) with PennDOT Class AA Concrete, including removal & disposal of the existing curb, complete in place accordance with Details provided.	425	L.F.	\$40.00	\$17,000.00	418	-\$104.00	415.4	\$0.00	\$16,616.00	100.00%	\$0.00	
<b>Totals</b>					\$36,375.00		\$1,227.00		\$0.00	\$35,528.50	100.00%	\$0.00	

# QUANTITY SHEET

**Philp DePasquale**  
 147 Oakhurst Road  
 Pittsburgh, Pa. 15215

PROJECT NAME: ADA Sidewalk Ramps - Phase 6 Borough of Dormont

OWNER PROJECT NUMBER: CD 37.7.2

PERDAR CO. Estimate No. BS 2011-0009

ENGINEERS COST ESTIMATE RANGE FROM: 20000

Sheet No. OF

Lead Estimator: 0

Date: 8/21/12 12:00 AM

PROJECT TECHNICAL REPRESENTATIVES 0

Date: 11/2/2012 10:35

BID Item: Concrete As-Built

Description	NO.	Dimensions			AREA in SF	Length of Curb in LF	ADA Ramp Area in SF	Sidewalk Area in SF
		Length in Ft	Width in Ft	Height in Ft				
Ramp #1 Curb	1.000	27.000	0.667	1.500	18.000	27.000		
Ramp #1 Sidewalk Ramp	1.000	5.833	5.167	0.417	30.139	30.139		
Ramp #1 Sidewalk	1.000	8.750	5.167	0.417	45.208		45.208	
Ramp #1 Sidewalk	1.000	10.000	4.500	0.417	45.000		45.000	
Ramp #1 Sidewalk	0.500	9.000	10.500	0.417	47.250		47.250	
Ramp #2 Curb	1.000	27.000	0.667	1.500	18.000	27.000		
Ramp #2 Sidewalk Ramp	1.000	6.000	4.417	0.417	26.500	26.500		
Ramp #2 Sidewalk	1.000	7.833	4.167	0.417	32.639		32.639	
Ramp #2 Sidewalk	1.000	9.833	4.417	0.417	43.431		43.431	
Ramp #3 Curb	1.000	22.500	0.667	1.500	15.000	22.500		
Ramp #3 Sidewalk Ramp	1.000	6.167	5.000	0.417	30.833	30.833		
Ramp #3 Sidewalk	1.000	11.250	4.167	0.417	46.875		46.875	
Ramp #4 Curb	1.000	23.500	0.667	1.500	15.667	23.500		
Ramp #4 Sidewalk Ramp	1.000	6.000	6.000	0.417	36.000	36.000		
Ramp #4 Sidewalk	1.000	7.500	4.417	0.417	33.125		33.125	
Ramp #4 Sidewalk	1.000	5.519	4.417	0.417	24.374		24.374	57.499
Ramp #5 Curb	1.000	19.000	0.667	1.500	12.667	19.000		
Ramp #5 Sidewalk Ramp	1.000	7.000	5.000	0.417	35.000	35.000		
Ramp #5 Sidewalk	1.000	13.583	4.000	0.417	54.333		54.333	
Ramp #6 Curb	1.000	21.000	0.667	1.500	14.000	21.000		
Ramp #6 Sidewalk Ramp	1.000	4.833	5.000	0.417	24.167	24.167		
Ramp #6 Sidewalk	1.000	4.593	4.000	0.417	18.370		18.370	
Ramp #6 Sidewalk	1.000	7.917	4.167	0.417	32.986		32.986	51.356
Ramp #7 Curb	1.000	15.000	0.667	1.500	10.000	15.000		
Ramp #7 Sidewalk	1.000	15.000	2.133	0.417	31.995	16.000	15.995	
Ramp #8 Curb	1.000	26.000	0.667	1.500	17.333	26.000		
Ramp #8 Sidewalk	1.000	26.000	3.894	0.417	101.244	18.000	83.244	
Asphalt Patch								
Ramp #9 Curb	1.000	26.333	0.667	1.500	17.556	26.333		
Ramp #9 Sidewalk Ramp	1.000	6.333	5.333	0.417	33.778	33.778		
Ramp #9 Sidewalk	1.000	8.000	4.500	0.417	36.000		36.000	
Ramp #9 Sidewalk	1.000	12.750	4.500	0.417	57.375		57.375	
Ramp #10 Curb	1.000	35.167	0.667	1.500	23.444	35.167		





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November 12, 2012  
C-55076-0007

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

Attn: Lou Gorski, SHACOG Executive Director

Re: CD 38 7.2  
Handicapped Ramping Project – Phase 7  
Application for Payment No. 1 and Final  
Borough of Dormont

Dear Lou:

We received the Contractor's Application for Payment No. 1 and Final from Joe Palmieri Construction, Inc., dated October 17, 2012, in the amount of \$36,738.70. A copy of this application is enclosed for your review. The quantities as shown on the application were completed satisfactorily.

**We recommend processing payment to Joe Palmieri Construction, Inc. in the amount of \$36,738.70, based on the quantities shown in the enclosed Application for Payment No. 1 and Final. The project is satisfactorily completed in full.**

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

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

Sincerely,  
THE GATEWAY ENGINEERS, INC.

Michael Skinner, P.E.  
Project Manager

Enclosure

cc: Jeff Naftal, Borough Manager  
Dennis Flynn, E.I.T., Project Assistant

G:\Projects\55000 Dormont\55076 ADA Ramps\55076-0007\Docs\Engineering\Application for Payment\Pay App No. 1 and Final Approval Letter - 11\_11\_12.docx

A FULL-SERVICE CIVIL ENGINEERING FIRM  
MUNICIPAL ENGINEERING • LAND DEVELOPMENT  
SURVEYING • G.I.S. MAPPING • LANDSCAPE ARCHITECTURE

#### MISSION STATEMENT

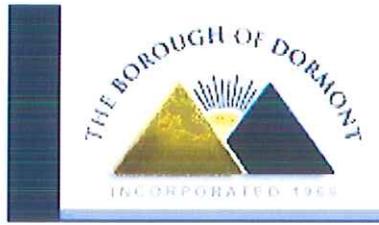
TO HELP OUR CLIENTS REACH A HIGHER  
LEVEL OF SUCCESS THROUGH KNOWLEDGE,  
EXPERIENCE AND RESPONSIVENESS.



# Progress Estimate

# Contractor's Application

For (contract):		Handicapped Ramping Project - Phase 7 Borough of Dormont CD 38 7.2		Application Number: 1 and Final									
Application Period:		October 17, 2012 to October 19, 2012		Application Date: November 2, 2012									
A		B		C		D		E		F		G	
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Value	Quantity Installed	Installed Value	Materials Personally Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (S-F)		
1	Concrete Sidewalk Replacement, Various Locations	900	S.F.	\$13.00	\$11,700.00	1164	\$15,138.70		\$15,138.70	129.39%	\$0.00		
2	Concrete Curb Replacement, Various Locations	400	L.F.	\$40.00	\$16,000.00	364	\$14,560.00		\$14,560.00	91.00%	\$1,440.00		
3	Handicap Ramp Installation, Various Locations	475	S.F.	\$16.00	\$7,600.00	440	\$7,040.00		\$7,040.00	92.63%			
Totals					\$35,300.00		\$36,738.70	\$0.00	\$36,738.70	104.08%	\$1,440.00		



## MEMORANDUM

**Date:** November 19, 2012  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Adopting Fiscal Year 2013 Budget

---

### Background:

The Borough held three (3) Public Budget Workshops over the last 2 months in order to generate a budget for Fiscal Year 2013. On November 14, 2012, I released the final version of that budget which is now ready for Council review and approval.

### Discussion:

My report, along with the backup for that report, and the Budget in Brief are the backup materials for this item on the Agenda.

### Recommendation:

I recommend that Council adopt the Fiscal Year 2013 Budget as proposed.

JN



## MEMORANDUM

**Date:** November 19, 2012  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Ordinance No. 1595 – Levying Ad Valorum Tax and Setting Millage

---

### Background:

Every year, in addition to passing a Budget, Council must pass an Ordinance to adopt an ad valorum (property) tax and to set a millage rate for that tax. Because of this year's reassessment by Allegheny County, the Ordinance and resulting motion is much more complicated, but accomplishes the same thing.

### Discussion:

Ordinance No. 1595 is attached to this report. It sets the millage rate for 2013 at 9.10 mills, as we have discussed throughout the budget process. The motion to adopt this Ordinance though must speak to the amount of revenue generated at the 100% of 2012 taxes level as well as the fact that this millage rate generates 101.85% of the 2012 taxes.

That 1.85% is equivalent to \$67,146, which is \$7.81 per capita within the Borough. Should Council wish to not collect that extra 1.85%, the millage rate in this Ordinance and the millage rate in the motion would need to be changed to 8.97 mills, a reduction of .13 mills.

### Recommendation:

I recommend that Council adopt Ordinance No. 1595 levying an ad valorum tax for 2013 and setting the 2013 millage rate at 9.10.

JN

Attachment



**BOROUGH OF DORMONT**

**Commonwealth of Pennsylvania**

Ordinance No. 1595

**AN ORDINANCE OF THE BOROUGH OF DORMONT LEVYING AN AD VALORUM REAL ESTATE TAX AND FIXING THE TAX RATE FOR THE FISCAL YEAR 2013**

NOW THEREFORE, IT IS ORDAINED and ENACTED by the Council of the Borough of Dormont, Allegheny County, as follows:

SECTION 1. This Ordinance shall be known and cited as the “2013 Ad Valorum Real Estate Tax Ordinance.”

SECTION 2. The rate of such tax for general Borough purposes shall be 9.10 mills, such millage being based upon the Allegheny County real estate assessment data available at the time of passage of this Ordinance and being intended to limit the total amount of 2013 property tax revenue received exclusively as a result of the County-wide reassessment to 101.85 percent of the total amount of property tax revenue received in 2012.

SECTION 3. Any ordinance or part of an ordinance conflicting with the provisions of this Ordinance shall be and the same is hereby repealed so far as it conflicts with this Ordinance.

SECTION 4. Nothing contained in this Ordinance shall be construed to empower the Borough to levy and collect the tax hereby imposed on any property not within the taxing

power of the Borough under the Constitution of the United States and the laws of the Commonwealth of Pennsylvania.

SECTION 5. If any part of this Ordinance shall be held by any court of competent jurisdiction to be in violation of the Constitution of the United States or of the laws of the Commonwealth of Pennsylvania, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 6. The tax imposed by this Ordinance shall be effective on January 1, 2013 and all calendar years thereafter unless repealed or modified by Ordinance of the Borough of Dormont.

SECTION 7. This Ordinance is enacted under the authority of the Borough Code of the Commonwealth of Pennsylvania.

THIS ORDINANCE adopted by the Council of Dormont Borough at a duly assembled public meeting held this 3<sup>rd</sup> day of December, 2012.

ATTEST:

DORMONT BOROUGH

\_\_\_\_\_  
Borough Manager

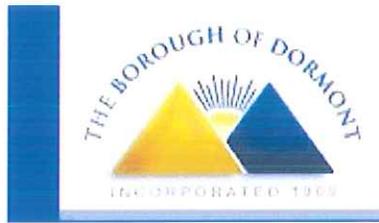
By:

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

This Ordinance recorded in the Borough Ordinance book on \_\_\_\_\_, 2012 by the undersigned.

\_\_\_\_\_  
Secretary



## MEMORANDUM

**Date:** November 15, 2012  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Resolution No. 21-2012 – FY 2013 Fee Schedule

---

### Background:

Each year, pursuant to the Borough's Code of Ordinances, Council is required to adopt a fee schedule for the Borough for the coming Fiscal Year.

### Discussion:

As noted at the November 7, 2012 Budget Workshop on Revenues, no fee increases are proposed in the Fiscal Year 2013 Budget. So the only changes to the attached Resolution and Fee Schedule are the formatting and the addition of one missing item which we discussed on November 7<sup>th</sup>. The formatting change is that I have moved away from a two column format to a single, across the page format. This was done partly for clarity as it is easier to read and partly to facilitate changes in future years to add in statutory authorities and brief descriptions of each revenue item. While I did not have time this year to do this, it would be my goal for next year's budget.

The addition is a line item for Landlord Placards for Zone 10 which are \$25 per year and used to provide parking for guests or prospective tenants to rental properties and also for employees of senior care facilities.

### Recommendation:

I recommend that Council approve Resolution No. 21-2012 and the FY 2013 Fee Schedule.

JN

Attachments



# BOROUGH OF DORMONT

## RESOLUTION 21-2012 BOROUGH FEE SCHEDULE

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE SCHEDULE OF FEES ASSOCIATED WITH BOROUGH SERVICES, PERMITS, AND LICENSES FOR THE YEAR 2013.**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the schedule of fees attached hereto are hereby adopted.

Said fees shall be effective January 1<sup>st</sup>, 2013, unless otherwise noted, and shall remain in force until otherwise amended by the Borough Council.

**ADOPTED** this 3<sup>rd</sup> day of December, 2012

ATTEST:

BOROUGH OF DORMONT

---

Jeffrey Naftal  
Borough Manager

---

Willard McCartney  
Council President



# BOROUGH OF DORMONT

## BOROUGH FEE SCHEDULE

### Item and Fee Schedule

#### Alarm Permits

Burglar	\$ 50.00
Fire	\$ 50.00

#### Amusement Fees

- (a) **Fees - Permanent Amusements.** Fees for licenses required for permanent amusements are hereby fixed as follows:
- (1) The conducting of any establishment for the exhibition of theatrical, dramatic or other permanent entertainment shall be Three Hundred Seventy-five Dollars (\$375.00) per year, payable annually in advance.
  - (2) The conducting of permanent dancing school shall be Seventy-five Dollars (\$75.00) per year, payable annually in advance.
  - (3) Public dancing conducted in connection with the furnishing of refreshments in public eating and drinking establishments shall be Three Hundred Seventy-five Dollars (\$375.00) per year or fraction thereof, payable monthly in advance.
- (b) **Fees - Amusements Other Than Permanent:** Fees for licenses required for exhibition which are not of a permanent nature shall be payable in advance as follows:
- (1) For any opera or concert Twenty-five Dollars (\$25.00) for each performance.
  - (2) For each and every circus, menagerie or exhibition of fete of horsemanship or any combination of the same, the sum of One Hundred Seventy-five (\$175.00) for each period of time not exceeding twenty-four hours.
  - (3) For any public ball or public dance the sum of Twenty-five Dollars (\$25.00) for each such ball or dance.
  - (4) For any other public exhibition, show or performance of a temporary nature coming within this article and not specifically included in this section, Twenty-five Dollars (\$25.00) for each exhibition or performance.
- (c) **Fees - Certain Games and Music Devices:** Fees for licenses for certain games and music devices shall be paid annually in advance and no license hereunder shall be issued until the license fee therefore shall have been paid to the Borough Office in the amount herein fixed as follows:
- (1) Pool and Billiard Rooms: For each pool or billiard table, One Hundred Dollars (\$100.00) per year.
  - (2) Bowling Alleys: For each alley, Five dollars (\$5.00) per month or Fifty-five dollars (\$55.00) per year.
  - (3) Music Boxes: For each music box, music machine or music device, One Hundred Twenty Dollars (\$120.00) per year.

## Item and Fee Schedule

- (4) Amusement Devices: For each amusement device, machine or instrumentality (except those specifically prohibited by Section 15.18, as amended by Ordinance No. 1269, Section 1) operated by the insertion or tendering of a coin, metal disc or other token, Seven Hundred Fifty Dollars (\$750.00) per year per device.

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**Antique Fair** (per space) \$ 25.00

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**Block Party** no fee / notification required

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**Borough Street Map** \$ 2.50

### Building and Sign Permits (Residential):

NOTE: ALL BUILDING PERMITS HAVE A \$4.00 ADDITIONAL FEE FOR UNIFORM CONSTRUCTION CODE ADMINISTRATION.

Valuation of Work		Fee
100.00 to	500.99	20.00
501.00 to	1,000.99	25.00
1,001.00 to	2,000.99	30.00
2,001.00 to	4,000.00	35.00
4,001.00 to	6,000.00	40.00
6,001.00 to	8,000.99	45.00
8,001.00 to	10,000.99	55.00
10,001.00 to	12,000.99	65.00
12,001.00 to	15,000.99	75.00
15,001.00 to	20,000.99	85.00
20,001.00 to	25,000.99	95.00
25,001.00 to	30,000.99	105.00
30,001.00 to	35,000.99	115.00
35,001.00 to	40,000.99	125.00
40,001.00 to	45,000.99	135.00
45,001.00 to	50,000.99	150.00
50,001.00 to	100,000.99	add \$5.00 per \$1,000.00 estimated cost
100,001.00 to	250,000.99	add \$7.50 per \$1,000.00 estimated cost
Over	250,001.00	add \$10.00 per \$1,000.00 estimated cost

Building Official Review/Inspection/Plan Review  
\$50.00/hr. (1 Hour Minimum) (No Inspection Charge for Roof Permits)

**SEE ATTACHED FEE SCHEDULE FOR COMMERCIAL RATES (JUNE 1, 2009)**

### Business District Parking Permits

\$55.00/mo Dormont Business Owner, Manager, Employee, or Business District Resident  
\$65.00/mo Dormont Resident (non-Business District)  
\$75.00/mo Non-Dormont Resident  
\$25.00/yr Landlord Placard – Zone 10

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**Certified Mail Fee** \$ 8.00

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**Code Books - Borough of Dormont** \$150.00

### Community Room or Meeting Room Rental (Borough Bldg. lower level)

\$ 25.00/hour Residents  
\$ 35.00/hour Non-Residents  
(+\$75 refundable cleaning deposit)

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**Copies** \$ 2.00/page

## Item and Fee Schedule

### Craft Show

\$40.00 Early Bird Registration Fee  
 \$50.00 Registration Fee  
 \$75.00 Late Registration Fee

**Farmers Market**      \$10.00 / week / Vendor  
 One week free if (6) weeks confirmed in advance

### Fire Fees

Fire Reports                      \$ 20.00  
 False Alarms: First              no charge  
 False Alarms: 2<sup>nd</sup> and 3<sup>rd</sup>      \$ 50.00 each  
 False Alarms after Third        \$ 225.00 per occurrence  
 Failure to Notify (see Note 1)   \$ 150.00  
 Damaged/Destoryed/Contaminated Equipment on non-fire calls:

Description	Fee
Firefighter Boots – Leather	\$375.00 per pair
Firefighter Boots – Rubber	\$200.00 per pair
Firefighter Gloves	\$90.00 per pair
Hard Hat	\$30.00 each
Helmet	\$200.00 each
Hose	\$125.00 per 50' section
Portable Radio	\$1,100.00 each
Protective Hood	\$40.00 each
Self-Contained Breathing Apparatus Facepiece	\$400.00 each
Self-Contained Breathing Apparatus less Facepiece	\$4,000.00 each
Turnout Coat	\$1,000.00 each
Turnout Pants	\$800.00 each
Other Damaged/Destroyed/Contaminated Equipment	Actual Replacement Cost

### Response Fees for non-fire calls:

Description	Fee
Absorbent Booms	\$10.00 each
Absorbent Pads	\$30.00 per pad
Aerial	\$400.00 per hour
AFFF Foam	\$80.00 per gallon
Air Bags	\$150.00
Barricade Tape	\$15.00 per roll
Can Liners/Trash Bags	\$5.00 each
Chief's Vehicle	\$150.00 per hour
Class A Engine	\$400.00 per hour
Class A Foam	\$60.00 per gallon
CO <sub>2</sub> Extinguisher	\$50.00 each
Cribbing	\$75.00
Disposable Chemical Coveralls	\$50.00 each
Dry Chemical Extinguisher	\$50.00 each
Emulsifier	\$20.00 per gallon
Foam Extinguisher	\$10.00 each
Hydraulic Spreaders/Cutters	\$250.00
Latex Gloves	\$2.00 per pair
Leak Seal Kit	\$50.00
Level A Suits	\$500.00 each
Mobile Command Post	\$300.00 per hour

## Item and Fee Schedule

Oil Dry	\$10.00 per bag
Plug & Dike	\$65.00 each
Pneumatic Tools	\$50.00
Rescue (Heavy)	\$400.00 per hour
Rescue Rope	\$100.00
Salvage Cover	\$15.00 each
Sawzall	\$45.00
Stair Runner	\$24.00 each
Other Consumable Materials	Actual Replacement Cost

### Grading Permits

Volume of material (cubic yards)	Fee
Not more than 100	\$ 35.00
More than 100, but not more than 300	\$ 40.00
More than 300, but not more than 500	\$ 45.00
More than 500, but not more than 1,000	\$ 50.00
More than 1,000, but not more than 10,000	\$ 50.00
plus \$3.00 for each additional for each additional 1,000 cubic yards or portion thereof above 1,000 cubic yards	
More than 10,000, but not more than 100,000	\$ 80.00
plus \$1.00 for each 1,000 cubic yards or portion thereof above 1,000 cubic yards	
More than 100,000	\$ 170.00
plus \$.50 for each 1,000 cubic yards or portion thereof above 100,000 cubic yards, except that no fee shall be more than \$600.00	

### Gymnasium Rental

\$	35.00/hour Residents
\$	50.00/hour Non-Residents
	(\$75 security deposit)

**Leaf Bags** \$ .50/bag

**Meter Rates** \$ .75/hour  
.25/20 min

### No Lien Letters

Sewage	\$	20.00
Garbage	\$	20.00
Municipal	\$	20.00
Standard 3 Lien Letters	\$	40.00
1 Day or Less – Additional	\$	10.00
2 Days – Additional	\$	5.00
EIT Certification	\$	10.00

**NSF Checks** \$ 35.00

### Occupancy Permits

RESIDENTIAL (Two Units).....	\$100.00
RESIDENTIAL (3 or more units).....	\$200.00
STORE FRONT RENTALS .....	\$115.00
COMMERCIAL & MIXED USE .....	\$300.00
TEMPORARY STRUCTURE/USE (30 days).....	\$100.00

## Item and Fee Schedule

### Pavilions

#### Large Pavilion

\$ 100.00 RESIDENT  
\$ 150.00 NONRESIDENT

*Day pass for pool available at \$2.00 per person on day of rental  
(+ \$50.00 refundable cleaning deposit)*

#### Small Pavilion

\$ 50.00 RESIDENT  
\$ 75.00 NONRESIDENT

(+\$50.00 refundable cleaning deposit)

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### Planning Commission

Commercial \$ 300.00 + Admin. Fees  
Residential \$ 175.00 + Admin. Fees

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### Police Fee Schedule

State Accident Report \$ 15.00  
All Other Reports \$ 5.00/first page  
+ 2.00/additional page  
Fingerprinting \$ 10.00/person  
Booting Fee \$100.00  
Meter Temporary permit \$ 5.00/day/meter  
Officer Presence \$86.14/officer/hour  
Police Car \$16.54/car/hour

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### Recreation Center Rental

M – F between 8am – 5pm  
\$250.00 – 4 hrs. (minimum time)  
\$50.00 / per additional hour  
Includes use of meeting equipment, to include  
per rental agreement  
+ \$100.00 setup/cleaning fee

Evenings & weekends – no equipment provided  
\$300.00 - Residents  
\$350.00 – Non Residents  
+\$200.00 refundable cleaning fee

### Wedding Package- \$700 (available Friday, Saturday, Sunday)

Includes:

- All day rental and three additional hours the morning after your event
- 26 tables and 185 chairs
- Curtains and rod for windows and privacy curtain for the kitchen space
- Projector and screen (higher deposit required)
- Garbage removal and clean-up

### Business Meeting/Seminar Package- \$500

Includes:

- 10 hour rental
- Cleaning and, recycling, garbage disposal
- Projector and screen
- Sound system
- Curtains, rods, kitchen curtain

\*\*\*\$50- Curtains, rods, kitchen curtain

\*\*\*\$50- Projector and screen (higher deposit if using projector/screen)

\*\*\*\$100- Cleaning and, recycling, garbage disposal



## Item and Fee Schedule

### Subdivision Fees

Minimum \$ 300.00 plus 30.00/lot

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### Swimming Pool Rates

\*Family Pass: Maximum 5 passes, 2 adult limit, children 18 and under. \$10 each additional child.

#### Passes – Dormont & KO Families

Resident Child (ages 3-12)	\$ 60.00
Resident Adult (ages 13-64)	\$ 80.00
Resident Senior (65+)	\$ 0.00
Resident Family	\$ 150.00

Non-Resident Single	\$ 130.00
Non-Resident Family	\$ 275.00
Non-Resident Senior (65+)	\$ 75.00

Lost Passes

June – full price
July – 2/3 price
Aug. – 1/3 price

#### Daily Rates

Junior (ages 3-18)/Seniors (65+)	\$ 4.00
Adult (ages 19-64)	\$ 6.00

After 6PM: \$ 2.50

#### Punch Cards:

5 visits	\$ 25.00
10 visits	\$ 50.00

#### Preschool Swim Lessons

Dormont Resident:	\$25.00 for complete course \$40.00 for two children
Non-Resident:	\$35.00 for complete course \$60.00 for two children

#### Swim Lessons

Dormont Resident	Levels 1, 2 and 3 \$35/ session or \$20/ week
	Levels 4, 5, 6 and 7 \$45/ session or \$25/ week

*\$5 discount for Dormont Resident Families only  
if more than one child per family is enrolled*

#### Rentals

Pool Party Rental Space	
Residents	\$ 100.00
Non-Residents	\$ 125.00
Refundable Security Deposit	\$ 25.00
Beach Chair Rentals	\$ 5.00 /chair/day
Lawn Cabana Rental	\$ 10.00 per day
Deck Cabana Rental	\$ 15.00 per day

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**Tax Certification** \$ 30.00

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#### **Tax Collector Fees**

Duplicate Tax Reprint	\$ 2.00
Tax Memo Reprint	\$ 4.00

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**Item and Fee Schedule**

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<b>Tenant Registration</b>	\$ 10.00/unit
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**Tennis Courts - Offseason Rentals**  
Offseason Dates: (10/18/10-4/18/11 and 10/17/11-4/16/12)

1-6 days:	\$25 per day
7-13 days:	\$15 per day
14+ days:	\$10 per day

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<b>Zoning Books</b>	available online at no cost
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**Zoning Hearing Board**

Commercial	\$ 450.00 + Adm. Exp.
Residential	350.00 + Adm. Exp.

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<b>Zoning Map</b>	\$ 2.00
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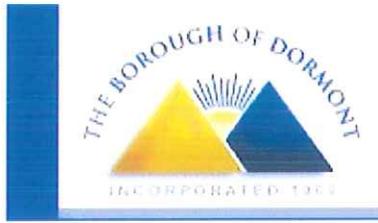
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<b>Zoning Official Review/Inspection</b>	\$ 50.00/ visit
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Notes:

1 - The Municipality shall charge for each False Fire Alarm that was caused by a failure of the Permit Holder, his/her representative, service technician, or contractor to notify the Municipal Alarm Receiving Station of work being performed on the system, a test, or a drill at the premises. The charge for this response shall be \$150.00 per occurrence.



## MEMORANDUM

**Date:** November 15, 2012  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager  
**Subject:** FY 2013 Tax Anticipation Note

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### Background:

Each year, taxes are billed in March for our residents. However, because residents can pay with the discount through the end of May, much of the revenue does not start coming in until April and May. This means that we are expending funds in the budget without having received the tax revenues necessary to pay for those expenditures. This is not a problem when there are reserves available to cover those expenses. However, where there are not, municipalities take out bridge loans, called Tax Anticipation Notes (TAN). These are short-term loans used to pay expenditures and are paid back in a matter of months, once tax revenues begin to arrive. The positive with a TAN is that funds are available for early year expenditures. The negative with a TAN is that the Borough pays interest on the Note.

### Discussion:

The Borough has taken TANs for many years. The following chart shows the TANs for the last five (5) years:

<u>YEAR</u>	<u>TAN AMOUNT</u>	<u>INTEREST PAID</u>
December, 2008	\$1,300,000	\$45,117.94
November, 2009	\$1,300,000	\$34,433.44
May, 2010	\$1,300,000	\$10,276.14
May, 2011	\$1,300,000	\$10,178.74
May, 2012	\$1,300,000	\$10,563.58

As you would expect, the later in the year the TAN is paid off (and the higher the interest rate) the more interest that the Borough paid. But the amount of interest is also determined by the amount of the TAN. In evaluating this coming year's needs, I determined that with the size of our reserve account, we might not need a TAN at all. However, because the numbers were close, I opted to pursue a small TAN for this year with the goal of not needing a TAN at all next fiscal year.

Therefore, I approached PNC Bank where most of our funds are maintained about the terms for a small TAN. The attached Note Resolution and other documentation would be for a TAN of \$450,000 with a maturity at the end of May, 2013. The interest rate for this TAN would be 1.80% and if we did not pay off the TAN until the end of May, we would pay approximately \$3,300 in interest. If we pay the TAN off earlier, the interest paid would decrease accordingly. I have placed \$4,000 in the budget to cover the TAN's interest so we will have some savings in that line item no matter when we pay off the TAN.

Recommendation:

I recommend that Council approve the Note Resolution and other documentation for a \$450,000 Tax Anticipation Note with an interest rate of 1.80% and a maturity date of May 31, 2013.

JN

Attachments

IN THE MATTER OF  
BOROUGH OF DORMONT  
Allegheny County, Pennsylvania

TAX AND REVENUE ANTICIPATION NOTE, SERIES 2013

**CERTIFICATE AND TRANSMITTAL OF PROCEEDINGS**  
TO  
THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT  
COMMONWEALTH OF PENNSYLVANIA

We, the undersigned Designated Officers of the above-named Local Government Unit, pursuant to Section 8128 of the Debt Act, do hereby certify in connection with the above-described Note that attached hereto are true and correct copies of the following:

A. The Note Resolution duly adopted by the affirmative vote of at least a majority of the incumbent members of the Governing Body at a meeting held \_\_\_\_\_, 2012 and duly recorded in the minutes thereof;

B. The Proposal of PNC Bank, National Association for the purchase of the Note, incorporating the attached Terms; and

C. The Certificate as to Collections and Expenditures prepared pursuant to Sections 8122 and 8126 of the Debt Act, and hereby certified to be a correct estimate as of the date of adoption of the Note Resolution. [Note: Exhibit A (or Exhibit A-1, if applicable) to the Certificate as to Collections is attached to this Certificate and Transmittal.]

Capitalized terms used in this Transmittal and not defined are defined in the Note Resolution.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the Local Government Unit.

Dated: \_\_\_\_\_, 2012

Borough of Dormont

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

[SEAL]

**TRANSCRIPT ITEM I**

Borough of Dormont

Allegheny County, Pennsylvania

**NOTE RESOLUTION**

AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES 2013 WITH THE TERMS SET FORTH IN THE FOREGOING AND ATTACHED CERTIFICATE AND TRANSMITTAL; APPROVING A FORM OF NOTE; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE NOTE; AUTHORIZING AND DIRECTING THE FILING OF PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING FOR THE PAYMENT AND SECURITY OF THE NOTE; MAKING CERTAIN FEDERAL INCOME TAX COVENANTS IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL OF PNC BANK, NATIONAL ASSOCIATION FOR THE PURCHASE OF THE NOTE; AND REPEALING INCONSISTENT RESOLUTIONS.

WHEREAS, the above-named Municipality, duly organized and subsisting as a political subdivision of the Commonwealth of Pennsylvania (the "Local Government Unit") anticipates the receipt of both current taxes and current revenues during the fiscal year ending December 31, 2013; and

WHEREAS, the Local Government Unit desires to borrow for the purpose of meeting current expenses by issuing a note, to be repaid from, inter alia, those taxes and revenues, all in accordance with the Local Government Unit Debt Act (the "Debt Act"), as codified by the Act of December 19, 1996, P.L. 1158, No. 177, as amended; and

WHEREAS, as required by Section 8126 of the Debt Act, the Chief Legislative Officer (being, as appropriate, the President or Chairman) and/or the Chief Administrative Officer (being, as appropriate, the Secretary, Chief Clerk or Manager), or their duly elected and acting successors on the Governing Body (being, as appropriate, the Board of Commissioners, the Council or the Board of Supervisors), with properly delegated authority (the "Designated Officers") of the Local Government Unit have, not more than thirty (30) days before the date on which this Note Resolution is being adopted and furthermore hereby confirm on this date, made an estimate, from taxes now levied and assessed and from other budgeted revenues, of the taxes and revenues to be received and the expenditures to be made during the period when the Note (as hereinafter defined) will be outstanding and have certified that estimate by a duly executed document (the "Certificate as to Collections and Expenditures"); and

WHEREAS, PNC Bank, National Association (acting either as principal for its own account, or as agent for the investment account of an unnamed principal, as it may choose) (the "Purchaser"), has submitted an acceptable proposal (the "Proposal") for the purchase of the Local Government Unit's Note;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body as follows:

Section 1 -- Authorization. The Local Government Unit hereby authorizes the issuance of a tax and revenue anticipation note in the principal amount and with the specific Terms (the "Note") stated in the foregoing and attached Certificate and Transmittal to the Department of Community and Economic Development.

TRANSCRIPT ITEM I-A

Section 2 -- Form. The Note shall be designated "Tax and Revenue Anticipation Note, Series 2013." The Note shall be in the form of a single instrument, in a denomination equal to the principal amount. The Note shall bear interest at the applicable interest rate stated in the Terms on the principal amount thereof, payable at maturity.

The Note may be subject to redemption prior to maturity, in accordance with the Terms and the Purchase Proposal as set forth by PNC Bank, National Association, (and may be subject to the receipt by the Purchaser of the Cost of Prepayment, if any, as defined in the Note) will be in registered form, without coupons, will be negotiable and dated the date of delivery, and will be payable as to principal and interest on May 31, 2013 (unless subject to earlier redemption or prepayment), upon presentation by the owner to the Local Government Unit, in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment.

The exact form of the Note will contain an unconditional promise to pay the principal of and interest on the Note to the owner when due, will pledge, and grant a security interest in, the collateral identified in Section 5 of this Resolution, will recite the valid issuance of the Note under the Debt Act pursuant to proper corporate authority, will prohibit personal recourse against officials of the Local Government Unit, will certify proper achievement of all conditions precedent to the issuance of the Note and will designate the Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 3 -- Execution and Delivery. The Note will be executed by the Chief Legislative Officer of the Governing Body and will have the corporate seal (or a facsimile thereof) of the Local Government Unit affixed thereto or printed thereon, duly attested by the Chief Administrative Officer. To the extent that any one signature on a Note is manual, the other signatures may be facsimile. The Designated Officers are further authorized and directed to deliver the Note to the Purchaser, upon the terms and conditions hereinafter and in the Proposal provided, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Note.

Section 4 -- Filing. The Designated Officer is hereby authorized and directed to certify and transmit copies of this Note Resolution, the Proposal and the Certificate as to Collections and Expenditures (which includes a calculation of the cumulative cash flow deficit calculated in accordance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and United States Treasury Department Regulation §1.148-6(d)(3)), the contents of which are hereby approved, to the Department of Community and Economic Development of the Commonwealth of Pennsylvania, or, to the Purchaser for such filing.

Section 5 -- Security. As security for payment of the Note, the Local Government Unit pledges and grants for the benefit of the owners, from time to time, of the Note, on an equal and ratable basis, a first lien and charge on, and security interest in, all of the taxes, accounts and general intangibles, including "Total Revenues" (as defined in the Debt Act) of the Local Government Unit to be received during the period that the Note will be outstanding, together with such amounts to be received during fiscal years subsequent to the year during which the Note is issued in the event that the Local Government Unit defaults on the payment of principal or interest on the Note.

The Local Government Unit hereby authorizes and directs the Purchaser to file a financing statement pursuant to the Uniform Commercial Code to perfect the security interest hereby created. All expenses of such filing shall be borne by the Local Government Unit.

In the event of any default on the Note or hereunder, the Local Government Unit agrees to pay the reasonable expenses of the Purchaser (including court costs and attorney's fees) incurred in collecting the amounts due.

Section 6 -- General Obligation. The Note issued pursuant to this Note Resolution shall be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Note that if funds are not available for the full payment of the Note within the fiscal year in which issued, then the Local Government Unit will either (1) include the amounts necessary to pay the Note in its budget for the next fiscal year, pursuant to Section 8125 of the Debt Act, to the extent then permitted by applicable law; (2) fund such amounts within the next fiscal year in accordance with Sections 8129 and 8130 of the Debt Act; or (3) provide for payment of the Note by any combination of (1) and (2), in all events, upon notice to and with the consent and agreement of the Purchaser, and provided furthermore that in such an event of default, if the Local Government Unit shall have executed and delivered certain credit, collateral and/or security application(s) or agreement(s) pursuant to Section 10 hereof, the general obligation pledge of payment made by this Section 6 shall include and encompass all amounts in addition to stated principal and interest due in respect of the Note by the terms of such credit agreements and shall conform to the manner and procedures for payment, if any, set forth therein, or provided at the direction of the Purchaser, either as owner or subrogee of the Note.

Section 7 -- Tax Covenants. (a) The Local Government Unit hereby covenants with the owners from time to time of the Note that it will make no use of the proceeds of the Note which, if such use had been reasonably expected on the date of issue of the Note, would have caused the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and the Regulations thereunder and that it will comply with the requirements of the Code and the Regulations throughout the term of the Note.

(b) If the principal amount of the Note, plus the principal amount of all other tax-exempt obligations issued and to be issued by the Local Government Unit, or by a subordinate governmental unit within its jurisdiction, during the calendar year in which the Note is to be issued, exceeds \$5,000,000, and if the gross proceeds of the Note are invested at a yield greater than the yield on the Note and are not expended, or deemed to have been expended pursuant to in Section 148(f)(4)(B)(iii) of the Code, within six (6) months from the date of issuance, the Local Government Unit covenants that it will rebate to the U.S. Treasury, within sixty (60) days after the maturity date of the Note, that amount of investment income on the Note proceeds which exceeds the amount which would have been earned had the Note proceeds been invested at a yield equal to the yield on the Note.

(c) The Local Government Unit hereby designates the Note as a Qualified Tax-Exempt Obligation pursuant to Section 265(b)(3) of the Code and represents and covenants that the total amount of its obligations so designated and to be designated during calendar year 2013 does not and will not exceed \$10,000,000.

Section 8 -- Award. The Note is hereby awarded and sold at private sale by negotiation to PNC Bank, National Association, at par, in accordance with the Proposal and its Terms as set forth in the foregoing and attached Certificate and Transmittal, which, as presented at this meeting, is hereby accepted and directed to be executed by the Designated Officers. The Local Government Unit shall pay the Origination Fee, if any, set forth in the Terms.

Section 9 -- Costs. All notice, filing and legal fees properly incurred in connection with issuance of the Note will be paid by the Local Government Unit. The Designated Officers are hereby authorized and directed to pay all such reasonable expenses at the time of Settlement on the Note.

Section 10 -- Letters of Credit; Guaranty of Payment; Subrogation. The Local Government Unit acknowledges the right of the Purchaser to negotiate some or all of the Note to subsequent third-party owners, from time to time, and at any time, during the term of the Note. Moreover, the Local Government Unit recognizes that the Purchaser may choose, in its absolute discretion and at its own cost, to provide letters of credit, put agreements, collateral accounts and such other and similar guarantees of payment by the Purchaser to the third-party owner as may be necessary to facilitate the negotiation of the Note to the subsequent owners. In consideration of the beneficial interest rate afforded the Local Government Unit by the increased and facilitated marketability of the Note, and in such event, the Local Government Unit agrees, and the Designated Officers are hereby directed, to execute and deliver any and all credit, collateral and security application(s) and agreement(s) as may be necessary in the reasonable discretion of the Purchaser and according to its standard business practices to provide further assurance to the Purchaser of its rights, either as owner or subrogee under a guaranty arrangement, to receive payment in full of the principal of and interest on the Note (and any other amounts due in respect thereof under the term of such credit agreement) when due. In the event any payment of principal or interest or both is made to any owner of any Note by a draw on a letter of credit issued by, or other guaranty of payment made by, the Purchaser such payment will not extinguish the obligations of the Local Government Unit under such Note; the Purchaser shall become the owner/subrogee of the Note with full rights to enforce payment of the amounts due in respect of the same.

Section 11 -- Note Resolution a Contract. This Note Resolution is a contract with the owners, from time to time, of the Note.

Section 12 -- Inconsistent Actions. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

DULY ADOPTED at, and recorded in the minutes of, a properly constituted meeting of the Governing Body of the Local Government Unit held on the date set forth in the Certificate and Transmittal.

Borough of Dormont

Allegheny County, Pennsylvania

**PROPOSAL**

FOR PURCHASE OF  
TAX AND REVENUE ANTICIPATION NOTE,  
SERIES 2013

PNC Bank, National Association (the "Purchaser") hereby offers to purchase, and the above-named Municipality (the "Local Government Unit"), hereby agrees, by adoption of a proper awarding Note Resolution, to sell, its Tax and Revenue Anticipation Note, Series 2013 (the "Note"), dated, in the principal amount, bearing interest at the rate, payable at maturity on May 31, 2013 and subject to early redemption or prepayment, as set forth in the Terms attached to the Transmittal and Certificate attached to the Note Resolution. The Note will have the further terms and provisions as contained in the Note Resolution and in this Proposal.

In consideration of the Purchaser's obligation to purchase the Note, the Local Government Unit shall pay the Purchaser an Origination Fee at the rate stated in the Terms on the principal amount of the Note. All notice, filing and legal fees incurred in connection with the issuance and sale of the Note, as provided in the Note Resolution or as contemplated by this Proposal, except for the fee of Note Counsel, if any, shall be paid by the Local Government Unit.

Upon at least five (5) business days prior written notice to the Purchaser, the Local Government Unit has the right to prepay all or part of the outstanding principal and interest on the Note. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Local Government Unit (whether voluntary, on default or otherwise), the Purchaser may require, if it so elects, the Local Government Unit to pay the Purchaser as compensation for the cost of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15(519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of the Note.

If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of the Note within 15 calendar days of the date due and payable, the Local Government Unit also shall pay to the Purchaser a late charge equal to the lesser of five percent (5%) of the amount of such payment or \$100.00 (the "Late Charge"). Such fifteen-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Purchaser's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, the Note shall bear interest at a rate per annum (based on a year of 360 days and actual days elapsed) which shall be equal to the rate stated in the Terms, plus three percent (3%) but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on the Note.

Both the Late Charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Purchaser's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Purchaser's exercise of any rights and remedies thereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Purchaser may employ. In addition, the Default Rate reflects the increased credit risk to the Purchaser of carrying a loan that is in default. The Local Government Unit agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Purchaser, and that the actual harm incurred by the Purchaser cannot be estimated with certainty and without difficulty.

The Note is being purchased on the assumption that interest paid on the Note is excludable from the gross income of the registered owner for Federal income tax purposes. If interest on the Note shall be declared by the Internal Revenue Service or an agent thereof to be, or shall otherwise be determined or required to be includable in the income of the Purchaser for purposes of Federal income taxation, including pursuant to any amendment to the Internal Revenue Code of 1986, as amended, the indebtedness evidenced thereby shall thereafter bear interest at an annual rate (the "Taxable Rate") which shall be the Prime Rate of PNC Bank, National Association, such Taxable Rate to change as of the dates of changes in the Prime Rate without notice to the Local Government Unit; the Local Government Unit will pay to the Purchaser on demand the difference between the amount of interest which the Purchaser would have received in interest at the Taxable Rate if the indebtedness evidenced by the Note had borne interest at the Taxable Rate during the entire period that interest on the Note is so declared, determined or required to be taxable, together with such penalties and interest, if any, due and payable because of non-payment of Federal income taxation less interest paid at the rate stated in the Terms of Proposal notwithstanding that the indebtedness evidenced by the Note may have been paid in full prior to such declaration or determination. In the event of any such declaration or determination, the Purchaser shall promptly give written notice of the same to the Local Government Unit who shall have the privilege of contesting such declaration or determination in the name of the Purchaser by any available administrative or judicial proceedings, provided that it does so at its own expense and pays all costs, interest and/or penalties resulting therefrom. In the event that any such declaration or determination is reversed pursuant to the entry of a final determination, order, ruling or decree, all amounts theretofore paid to the Purchaser in excess of the rate stated in the Terms of Proposal shall be promptly refunded to the Local Government Unit and the rate of interest shall revert to the rate stated in the Terms of Proposal.

The occurrence of any of the following events shall be deemed an Event of Default under the Note:

(a) Default in the payment of principal or interest on the Note for a period in excess of fifteen (15) days or any other default under the terms of the Note; or

(b) Default in the performance of any covenant or agreement set forth in the Resolution or in the Note or the occurrence of a default under any other agreement between the Local Government Unit and the Purchaser; or

(c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to the Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) The Local Government Unit shall fail or refuse to comply with any provisions of the Local Government Unit Debt Act, or shall for any reason be rendered incapable of fulfilling its obligations under the Note or thereunder; or

(e) The Local Government Unit shall become insolvent or shall be unable to pay its debts as they mature, or the Local Government Unit shall cease operations, file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition pursuant to any Act of Congress relating to bankruptcy, or shall be the subject of any order for relief, or shall make an assignment for the benefit of creditors or make an assignment to an agent (authorized to liquidate any substantial amounts of the assets of the Local Government Unit), or shall apply for or consent to or suffer the appointment of a receiver or trustee for the Local Government Unit or a substantial part of its property; or

(f) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Local Government Unit or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Local Government Unit, or an order shall be entered at either the state court level enjoining or preventing the Local Government Unit from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Purchaser by the Local Government Unit.

Upon the occurrence of an Event of Default specified in clause (e) or (f) above, the outstanding principal balance and accrued interest under the Note, together with any additional amounts payable thereunder shall be immediately due and payable without demand and without notice of any kind, at the Purchaser's option. Further, at the Purchaser's option, the Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and the Purchaser may exercise from time to time any of the rights and remedies available under the Resolution or under applicable law.

To enhance the creditworthiness and negotiability of the Note, the Purchaser may simultaneously upon any delivery of any Note to a third party investor, issue an irrevocable Letter of Credit (or execute and deliver some other similar put, collateral or guaranty agreement), in an amount equal to the principal amount of, plus interest on, the Note for the account of the Local Government Unit and to and for the benefit of the third party investor. Such an event shall create a duty in the Local Government Unit to execute and deliver certain credit applications(s) or agreement(s) as provided in the Note Resolution.

As conditions precedent to the obligation of the Purchaser to purchase the Note, the Local Government Unit shall prepare and deliver, or cause to be prepared and delivered, the following documents, all in form and substance satisfactory to the Purchaser:

1. A duplicate original of the Certificate and Transmittal containing authorization for the issuance of the Note, including the duly adopted Note Resolution of the Governing Body, this Proposal and the Certificate as to Collections and Expenditures, all as filed with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, and accompanied by a Filing Receipt.
2. The properly completed and executed Settlement Certificate and Receipt.
3. An opinion of the Solicitor for the Local Government Unit dated the date of delivery of and payment for the Note to the effect that the proceedings for the authorization and issuance of the Note have been duly and properly taken; that the Note has been duly and properly executed; that

the Note is a valid and binding obligation of the Local Government Unit, enforceable in accordance with its terms; and that interest on the Note is exempt from federal and Pennsylvania state income taxation.

4. An original Note, duly executed and delivered.
5. A properly completed Financing Statement or other instrument of perfection and further security as the Purchaser may reasonably require.
6. A properly completed and executed IRS Form 8038-G (or 8038-GC) with respect to the Note.
7. If the Note is to be sold to a subsequent thirty-party owner, the approving opinion of the Note Counsel, satisfactory to the Purchaser and obtained at its expense, to the effect that interest on the Note is exempt from federal income taxation as to such other matters as the Purchaser may reasonably request.

DULY EXECUTED by an authorized officer of the Purchaser as of the date of adoption of the Note Resolution by means of the signature set forth in the Terms of Proposal.

**TERMS OF PROPOSAL**

I, a duly authorized officer of PNC Bank, National Association, do hereby certify in connection with the above-described Note that the attached Proposal was duly made and delivered to the Local Government Unit not later than the date of adoption of the Resolution and that its exact Terms are:

Interest Rate: 1.80% fixed

Principal Amount: \$450,000.00

Price: Par

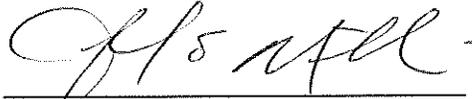
Dated: Date of Delivery \*

Maturity Date: May 31, 2013

Early Redemption or Prepayment:  Permitted in accordance with the Purchase Proposal  
 Not permitted

Origination Fee: 0% of the Principal Amount of the Note

PNC BANK, NATIONAL ASSOCIATION



Joseph E. Miller  
Vice President  
Government Banking

\* This proposal is conditioned on the following:

- a) PNC's internal credit approval subsequent to the receipt of the most recent financial information as well as the cash flow calculation supporting this request.
- b) Repayment of all outstanding tax and revenue anticipation notes for 2012 prior to funding this Note.
- c) A settlement on January 2, 2013 unless otherwise waived by the Purchaser.

Borough of Dormont  
Allegheny County, Pennsylvania

**CERTIFICATE AS TO COLLECTIONS AND EXPENDITURES**  
**FOR TAX AND REVENUE ANTICIPATION NOTE, SERIES 2013**

We, Designated Officers of the above-named Municipality (the "Local Government Unit"), who are charged, among others, with the responsibility of issuing and delivering the Tax and Revenue Anticipation Note, Series 2013 (the "Note"), certify that:

1. It has been estimated that the amounts of money shown in column (2) of Exhibit A (or Exhibit A-1, if applicable), will be received by the Local Government Unit from taxes currently levied and assessed and other current revenues (including, without limitation, subsidies, reimbursements and interest earnings, including expected interest earnings on Note proceeds), and that the amounts shown in column (3) of Exhibit A (or Exhibit A-1, if applicable), will be expended, during the fiscal year ending December 31, 2013.

2. The principal amount of the Note, plus the principal amount of any and all other borrowings pursuant to tax anticipation notes, revenue anticipation notes and tax and revenue anticipation notes currently outstanding in the fiscal year ending December 31, 2013, does not exceed 85% of the sum of the estimated receipts set out in column (2) of Exhibit A (or Exhibit A-1, if applicable), during the period beginning on the date hereof and ending on the last day of said fiscal year.

3. The Maximum Allowable Borrowing Amount is the Highest Cumulative Cash Flow Deficit set forth in column (4) of Exhibit A (or Exhibit A-1, if applicable), but may include an amount not exceeding five (5%) percent of the prior years' expenditures, if Exhibit A is applicable, as set forth to the right of the columns in said Exhibit; the principal amount of the Note does not exceed such Maximum Amount.

4. On the basis of the foregoing estimates and the facts and circumstances now in existence and herein set forth, it is not expected that the proceeds of the Note will be used in a manner that would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the United States Internal Revenue Code of 1986, as amended (the "Code") or the Regulations thereunder. The Note is being issued to finance the anticipated cash flow deficit of the Local Government Unit, as computed above.

5. There are no amounts in a general fund account or any other account available for the payment of the deficit shown on Exhibit A (or Exhibit A-1, if applicable), which may be invaded to pay such deficit without a legislative, judicial or contractual requirement that any such account be reimbursed.

6. The estimates set out on Exhibit A (or Exhibit A-1, if applicable), are in accordance with the duly adopted budget of the Local Government Unit and take into account the past and anticipated collection experience of the Local Government Unit and current economic conditions.

7. To the best of our knowledge and belief, the expectations stated herein are reasonable and there are no other facts, estimates or circumstances which would materially change the conclusions set out herein.

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8. The Local Government Unit has not been advised of any listing or contemplated listing by the Internal Revenue Service to the effect that these certifications with respect to its obligations may not be relied upon, nor has any notice to that effect been published in the Internal Revenue Bulletin.

9. The certifications contained herein are made pursuant to Sections 8122 and 8126 of the Debt Act and Section 148 of the Code and the Regulations thereunder.

DULY EXECUTED by Designated Officers as of a date not more than thirty (30) days before the date of adoption of the Note Resolution and confirmed on the date of such adoption set by means of the signatures forth in the Certificate and Transmittal.

NOTE: Exhibit A (or Exhibit A-1; if applicable) has been attached to the Certificate and Transmittal.