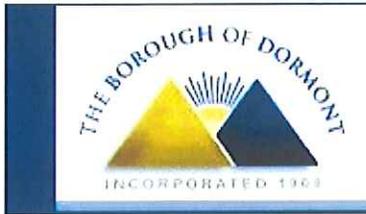
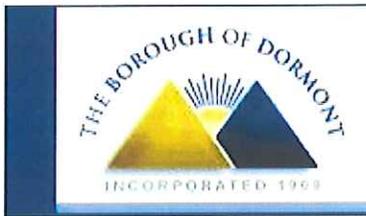


***REGULAR BUSINESS MEETING
DORMONT BOROUGH COUNCIL
MARCH 3, 2014***

1. Executive Session 6:00PM
 - A. Personnel Matter – Employee Grievance
2. Call to Order
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
6. Comments from the Mayor
7. Council Committee Reports
8. Council President’s Report
9. Consent Agenda
 - A. Motion to accept the written report of the Borough Solicitor.
 - B. Motion to accept the written reports of Borough Officials.
 - C. Motion to approve the Minutes of the February 3, 2014 Council Business Meeting.
 - D. Motion to approve the Warrant List for February, 2014.
 - E. Motion to authorize an Eagle Scout Project for Benjamin Morton to put markers on all fire hydrants in the Borough.
 - F. Motion to appoint Ms. Mary McClelland of 2733 Crosby Avenue to the Recreation Board.
 - G. Motion to approve Proclamation recognizing March 3-9, 2014 as MS Awareness Week.
10. Action Items
 - A. **PUBLIC HEARING – Conditional Use for Jubilee Christian School** – Motion to approve the Conditional Use application of Jubilee Christian School to operate a school in the North Way Christian Community Church at 2865 Espy Avenue [Recommended by the Planning Commission] – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 1. Public Comment
 2. Council Discussion



- B. **Award of Bid for Demolition of 1218 Dormont Avenue** – Motion to award the bid for the demolition of the property located at 1218 Dormont Avenue to Schaff Excavating Contractors, Inc. for \$19,300 as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- C. **Approval of Interlocal Agreement with the City of Pittsburgh to Repave McNeilly Road** – Motion to approve an Interlocal Agreement with the City of Pittsburgh to utilize their contractor to repave McNeilly Road at a cost of \$37,162 to be paid directly to the contractor – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- D. **Approval of Reserved Accessible Parking Space** – Motion to not approve a reserved accessible parking space for Ms. Michelle Hitchman at 1004 Biltmore Avenue [Recommended by Traffic and Parking Planning Commission] – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- E. **Tax Collector 2013 Exoneration** – Motion to approve Resolution No. 05-2014 exonerating the Tax Collector, Harvey Lieberman, for the taxable year of 2013 in accordance with the Tax Collector’s report dated January 31, 2014 – Finance and Legal Committee – Onnie Costanzo, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- F. **Data Processing Purchases** – Motion to authorize the Borough Manager to purchase new hardware and software as outlined in the staff report – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- G. **Approval of Services Agreement with Jeff Ellis Management** – Motion to approve a Services Agreement with Jeff Ellis Management to manage the swimming pool during the 2014 season at a cost of \$99,874.52 as outlined in the staff report – Community Affairs and Recreation Committee – Jeff Fabus, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- H. **Award of Bid for Masonry Repairs at Thomas Lloyd Recreation Center** – Motion to authorize the Borough Manager to enter into an agreement with Falcone Brothers Masonry for repairs to the brick façade of the Thomas Lloyd Recreation Center at a cost of \$12,650 as outlined in the staff report – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
 - 1. Public Comment
 - 2. Council Discussion



- I. **Award of Bid for the Lining Portion of the 2014 Sanitary Sewer Project** – Motion to authorize the Borough Manager to enter into an agreement with Insight Pipe Contracting at a cost of \$34,075 as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- J. **Purchase of Fencing for Salt Storage Building** – Motion to authorize the Borough Manager to purchase removable fencing for the salt storage building from Allegheny Fence Construction Company for a cost of \$17,360 as outlined in the staff report – Property, Supplies and Planning Committee – Valerie Martino, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- K. **Change Order for Comprehensive Plan Consultant** – Motion to approve a final payment to Interface Studio for \$14,475 to complete their work on the Comprehensive Plan – Finance and Legal Committee – Onnie Costanzo, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- L. **Alcohol Permit Application – Friends of Dormont Pool Pub Tour** – Motion to disapprove an Alcohol Permit for the Friends of Dormont Pool for their annual Pub Tour on March 15, 2014 from 7 PM until Midnight because they do not sell alcohol as part of their event – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- M. **Temporary Event Sign for Friends of Dormont Pool Pub Tour** – Motion to approve two temporary event signs for the Friends of Dormont Pool Pub Tour to be placed on the Tennis Court fence and at the Passive Park – Community Affairs and Recreation Committee – Jeff Fabus, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- N. **Purchase of Wood Floor Cleaning Machine** – Motion to authorize the Borough Manager to purchase a wood floor cleaning machine to be used by staff at the Thomas Lloyd Recreation Center and the Gymnasium from Northeastern Supply House at a cost not to exceed \$3,000 – Community Affairs and Recreation Committee – Jeff Fabus, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- O. **Approval of International Society of Arboriculture Events at Dormont Park** – Motion to approve an Arbor Day of Service event on March 21, 2014 and the Western Tree Climbing Competition on May 17, 2014 at a cost not to exceed \$2,500 as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
 - 1. Public Comment
 - 2. Council Discussion



- P. **Approval of Main Street Business Recognition Banner Program** – Motion to approve the Main Street Business Recognition Banner Program as outlined in the staff report – Community Affairs and Recreation Committee – Jeff Fabus, Chairperson
 - 1. Public Comment
 - 2. Council Discussion
- Q. **Approval of Audit Engagement for Dormont Library** – Motion to approve a two year agreement with Maher Duessel to perform audits for the Dormont Library for Fiscal Years 2013 and 2014 at a cost of \$1,830 and \$1,890 respectively – Finance and Legal Committee – Onnie Costanzo, Chairperson
 - 1. Public Comment
 - 2. Council Discussion

11. Discussion Items

- A. **Update on West Liberty Avenue Redevelopment** – Borough Manager
- B. **Update on Comprehensive Plan** – Borough Manager
- C. **Discussion of Council Tour of Borough Facilities** – Borough Manager
- D. **Discussion of Printing New Community Map** – Borough Manager

12. Comments from the Public on Non-Agenda Items

13. Announcements

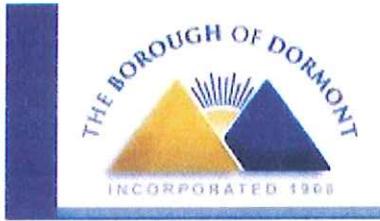
14. Adjournment

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

MEMORANDUM OF LAW

TO: DORMONT BOROUGH COUNCIL, MAYOR AND MANAGER
FROM: DODARO, MATTA & CAMBEST 
RE: SOLICITOR'S REPORT
DATE: JANUARY 31, 2014

-
1. BLIGHTED PROPERTIES –Petitions for Appointment of Conservator were granted by the Court of Common Pleas on two properties (1447 Dormont Avenue and 2708 Broadway). A meeting was held with the Conservator to plan and prepare the final report for the Court on the process for rehabilitation/demolition of the properties. A final report must be filed with the Court on February 18, 2014.
 2. REGULATIONS OF PAWN SHOPS. We drafted a proposed amendment to the zoning ordinance for creation of a conditional use regulation for Pawn Shops.
 3. BARBARA JEAN FELDMAN ET. AL. V BOROUGH OF DORMONT. This is a pro se complaint filed in Federal Court against the Borough, Berkheimer Tax Administrator, Jordan Tax Service, Inc., Keystone Oaks School District and Goehring, Rutter & Boehm. Ms. Feldman claims that her 401(K) was incorrectly taxed. We are waiting to hear from our insurance company how the case will be covered.
 4. Demolition 1218 Dormont Avenue- We have prepared appropriate documentation for the demolition of 1218 Dormont Avenue. A hearing will be held on February 3, 2014 before Council.



MEMORANDUM

Date: February 21, 2014
To: Jeff Naftal, Borough Manager
From: Wayne R. McVicar, P.E., Borough Engineer *WRM*
Subject: Engineer's Report – February 2014

1. COUNCIL ACTION REQUESTED

- a. **Sewer CIPP Lining Contract - 2014**
Recommend approval of contract with Insight Pipe Contracting, LP in the amount of \$34,075.00 for CIPP lining of 2014 sewers.

- b. **1218 Dormont Avenue – Building demolition**
Recommend approval of separate quotations from Mid-Atlantic Environmental Consultants for the lead, asbestos & mold assessment of the structure in the separate amounts of Mold: \$800; Asbestos: \$700; Lead: \$500.

Recommend approval of contract with Schaff Excavating Contractors, Inc., in the amount of **\$19,300.00**.

- c. **Road Reconstruction/Resurfacing Project - 2014**
Recommend execution of an agreement with the City of Pittsburgh for the resurfacing of McNeilly Avenue, in the estimated compensation amount of \$37,162.00.

2. ENGINEERING IN PROGRESS

- a. **Road Reconstruction/Resurfacing Project - 2014**
Based upon direction from council, plans and specifications for the 2014 Road Reconstruction/Resurfacing project will be generated for bidding in early March. Reconstruction consists of Texas Avenue from Hillsdale Avenue to Kelton Avenue; resurfacing of McNeilly Avenue from Midland Street to Pioneer Avenue; resurfacing of the pool parking lot; and the resurfacing of a significant number of alleys.

An agreement has been worked out between the Borough and the City of Pittsburgh for the resurfacing of McNeilly Avenue. In this agreement the City would repave the 13' of McNeilly Avenue within the Borough for an estimated compensation of \$37,162.00.

- b. **O&M Preventive Maintenance Contract - 2014**
I am in the process of compiling a list of sanitary sewers for CCTV and cleaning in 2014.
- c. **Sewer Repair Contract - 2014**
Based upon the results of the 2013 O&M CCTV contract, a listing of sewer repairs for 2014 will be generated for bidding.
- d. **Sewer CIPP Lining Contract - 2014**
Quotes were solicited under CoStars for CIPP lining in 2014. Low and sole quote was provided by Insight Pipe Contracting, LP in the amount of \$34,075.00.
- e. **Manhole Inspection Contract - 2014**
A list of manholes for inspection in 2014 will be generated for bidding.
- f. **1218 Dormont Avenue – Building demolition**
Separate quotations were solicited for the lead, asbestos & mold assessment of the condemned residential structure. Low quotes for each were provided by Mid-Atlantic Environmental Consultants. Mold: \$800; Asbestos: \$700; Lead: \$500.

Quotations were also solicited for the complete demolition and site restoration of the property. Four (4) demolition contractors were contacted. Three (3) provided quotes. The low quote was received from The Junkmen in the amount of \$17,695.00 which included the use of all masonry material being broken up and used as backfill material. However, a low quote was received from Schaff Excavating Contractors, Inc., in the amount of \$19,300.00; which provided that all masonry materials from the above grade structure be removed from site.

3. **CONSTRUCTION IN PROGRESS**

- a. **Masonry Repairs To Municipal Building (\$15,475.00)**
Contractor: Falcone Brothers Construction
The portion of the overall project contracted to Falcone Brothers has been completed. What remains is the installation of the concrete slab and handrails. The timing of the concrete is to be determined as the work is weather dependent.

- b. **Masonry Repairs To Gymnasium (\$17,000.00)**
Contractor: Falcone Brothers Construction
The timing of the start of construction is to be determined. Contractor has mobilized his scaffolding to the work site.

- c. **Reconstruction of Mervin Avenue & Resurfacing of Various Streets Project (\$538,324.87)**
Contractor: Niando Construction, Inc.
Project is complete, except for minor punch list items. We are working with the Contractor to close out the project.

- d. **Pop Murray Field ADA Access (\$75,225.00)**
Contractor: Pampena Landscape & Construction, Inc.
Wall demolition was finished on Thursday, November 14, 2013. Construction of the retaining wall is underway. As of this date, the wall is approximately 95% complete. Project is weather dependent and ongoing. Contractor intends to take advantage of all fair weather days. Weather permitting, the wall will be complete the week of 2/24/14.

- e. **Pool Parking Lot Collapse**
Project is complete except for final paving. Final asphalt restoration will be included in the 2014 capital road construction project.

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY ALARM SUMMARY

<u>MONTH</u> <u>YEAR</u>	<u>TOTAL</u> <u>ALARMS</u>	<u>TOTAL</u> <u>DRILLS</u>	<u>TOTAL</u> <u>DAMAGES</u>
<u>January 2014</u>			
01/01/2014	3000 Swallow Hill Rd.	Struct. Fire (Mutual Aid)	None
01/01/2014	505 Carothers Ave.	Struct. Fire (Mutual Aid)	None
01/02/2014	3000 West Liberty Ave.	Residential Lockout	None
01/02/2014	2899 West Liberty Ave.	Fire Alarm	None
01/04/2014	2200 Wenzell Ave.	Vehicle Accident	None
01/06/2014	550 Sleepy Hollow Rd.	Structure Fire (Mutual Aid)	None
01/06/2014	1489 Dormont Ave.	Co Alarm	None
01/07/2014	1129 McNeilly Ave.	Water Condition	None
01/08/2014	3200 Annapolis Ave.	Water Condition	None
01/08/2014	3113 W. Liberty Ave.	False Alarm	None
01/08/2014	1141 Illinois Ave.	Water Condition	None
01/08/2014	1697 Potomac Ave.	Power Line Down	None
01/08/2014	2911 Voelkel Ave.	Fire Alarm/Water Flow	None
01/08/2014	Lasalle at Dwight Aves.	Vehicle Crash	None
01/09/2014	1697 Potomac Ave.	Power Line Down	None
01/09/2014	2883 West Liberty Ave.	Fire Alarm	None
01/09/2014	226 Adeline Ave	Outlet Sparking(Mutual Aid)	None
01/10/2014	2883 West Liberty Ave.	Fire Alarm	None
01/10/2014	2950 W. Liberty Ave.	Wire Down	None
01/11/2014	2801 Louisiana Ave.	Burnt Food	None
01/12/2014	2705 Miles Ave.	Burnning smell	None
01/12/2014	1258 Arkansas Ave.	Water condition	None
01/20/2014	1668 New Haven Ave.	Welfare Check	None
01/21/2014	1915 Washington Pike	Structure Fire(Mutual Aid)	None
01/22/2014	670 Washington Rd.	Gas Odor (Mutual Aid)	None
01/25/2014	1537 Park Blvd.	Co Alarm	None
01/25/2014	3200 Annapolis Ave.	Water Condition	None
01/28/2014	1212 Arkansas Ave.	Water Condition	None
01/29/2014	1527 Dormont Ave.	Electrical Condition	None
01/31/2014	2976 Voelkel Ave.	Fire Alarm	None

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY SUMMARY REPORT

January 2014

<i>Total Alarms</i>	<i>30</i>
<hr/>	
<i>Drills.</i>	<i>1</i>
<hr/>	
<i>False Alarms.</i>	<i>4</i>
<hr/>	
<i>Alarms in Houses.</i>	<i>13</i>
<i>Alarms in Buildings.</i>	<i>7</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>6</i>
<hr/>	
<i>Alarms Involving Automobiles and Trucks.</i>	<i>2</i>
<hr/>	
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>0</i>
<i>Day Alarms 06:00 AM. To 06:00 PM.</i>	<i>24</i>
<hr/>	
<i>Night Alarms 06:00 PM. To 06:00 AM.</i>	<i>6</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>271</i>
<hr/>	
<i>Total Number of Volunteers at Drills</i>	<i>12</i>
<hr/>	
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>45</i>
<hr/>	
<i>Total Number of Apparatus Operators at Drills</i>	<i>2</i>
<hr/>	
<i>Estimated Value of Property Involved in Fires</i>	<i>0</i>
<hr/>	
<i>Estimated Property Lost Due to Fire</i>	<i>0</i>
<hr/>	
<i>Single Largest Fire Loss.</i>	<i>0</i>
<hr/>	
<i>Monthly Stipend</i>	<i>\$ 1,630.00</i>
<hr/>	

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

14-0000001 Dormont Fire Assist Glendale Fire
14-0000002 Dormont Fire Assist Glendale Fire
14-0000006 Dormont Fire Assist Mt. Lebanon Fire
14-0000017 Dormont Fire Assist Mt. Lebanon Fire
14-0000024 Dormont Fire Assist Glendale Fire
14-0000025 Dormont Fire Assist Mt. Lebanon Fire

Dormont Fire Chief:



Date: January 2014

Calls for Service - by UCR Code

Incidents Reported Between 01/01/2014 and 01/31/2014

**DORMONT BOROUGH**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0310	ROBBERY-FIREARM	1			
0430	ASSAULT-OTHER DANGEROUS WEAPON	1			
0516	BURGLARY-FORCED ENTRY-NON-RESID-TIME UNK	1			
0520	BURGLARY-NON FORCED ENTRY	1			
0524	UNLAWFUL ENTRY-NO FORCE-NONRES.-NIGHT	1			
0613	THEFT-\$200 & OVER-RETAIL THEFT	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	1			
0619	THEFT-\$200 & OVER-ALL OTHER	0	1		
0623	THEFT-\$50 TO \$200-RETAIL THEFT	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0633	THEFT-UNDER \$50-RETAIL THEFT	1			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	1			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	1			
0690	THEFT - REPORTS	1			
0800	ASSAULTS - OTHER ASSAULTS (SIMPLE)	2			
0810	SIMPLE PHYSICAL ASSAULTS	4	1	1	
1140	UNAUTHORIZED USE OF A MV	1	1		
1150	FRAUD - CREDIT CARDS	1			
1300	STOLEN PROPERTY-RECEIVING,POSSESSING,ETC	0	1		
1420	CRIMINAL MISCHIEF TO PUBLIC BUILDINGS	1			
1811	NARCOTICS-SALE-MORPHINE,HEROIN,CODEINE	1			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	0	1		
2300	PUBLIC DRUNKENESS	3	2		
2400	DISORDERLY CONDUCT	2	1	2	1
2500	LOITERING/PROWLING (AT NIGHT)	1			
2600	ALL OTHER CRIMES CODE VIOLATIONS	0	1	1	2
3100	ALARMS - BUSINESS/RESIDENCE	17			
3102	ALARMS - FIRE	1			
3110	ANIMAL - BARKING DOGS	1			
3112	ANIMAL - OTHER (STRAYS, REFER TO A.C ETC	3			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	32			
3140	DISTURBANCE - BAR/RESTAURANT	2			
3141	DISTURBANCE - HOUSEHOLD	9			
3143	DISTURBANCE - NOISE	5			
3145	DISTURBANCE - PFA/CUSTODY DISPUTE	2			
3146	DISTURBANCE - LANDLORD/TENANT	1			
3147	DISTURBANCE - ALL OTHER	4			
3148	DISTURBANCE - CIVIL MATTER	2			
3151	HARASSMENT - REPORT ONLY	1			
3152	HARASSMENT BY COMM. - REPORT ONLY	2			
3160	HAZARD - TRAFFIC	10			
3161	HAZARD - ALL OTHER	6			
3172	JUVENILE - ALL OTHER	2			
3173	LOCK-UP / GREENTREE POLICE PRISONER	1			
3180	MENTAL COMPLAINT - REPORT ONLY	2			
3181	MENTAL COMPLAINT - 302/TRANSPORT	4			
3200	PROPERTY - LOST,FOUND,RECOVERED	3			
3201	PROPERTY - DAMAGE / NON-CRIMINAL	3			

February 03, 2014

Calls for Service - by UCR Code



Incidents Reported Between 01/01/2014 and 01/31/2014

DORMONT BOROUGH

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3211	SERVICE - ASSIST OTHER AGENCY/P.D.	4			
3212	SERVICE - ESCORT/BANK RUN	8			
3213	SERVICE - LOCK OUT /HOME OR VEHICLE	9			
3215	SERVICE - MOTORIST ASSIST	1			
3216	SERVICE - REQUEST FOR PATROL	2			
3217	SERVICE - ALL OTHER	6			
3241	SUSPICIOUS CIRC. - PERSON(S)	15			
3242	SUSPICIOUS CIRC. - VEHICLE(S)	4			
3243	SUSPICIOUS CIRC. - ALL OTHER	9			
3252	TRAFFIC ACCIDENT - NON/REPORTABLE	6			
3253	TRAFFIC ACCIDENT - LEAVING THE SCENE	5			
3254	TRAFFIC ACCIDENT - PROPERTY DAMAGE	1			
3255	TRAFFIC ACCIDENT - ALL OTHER	5			
3260	TRAFFIC - ENFORCEMENT	1			
3261	TRAFFIC - FIRE SCENE ASSIST	9			
3262	TRAFFIC - IMPOUNDMENT/WHEEL LOCK	5			
3263	TRAFFIC - PARKING	31			
3266	TRAFFIC - ALL OTHER	3			
3270	WARRANT SERVICE - INSIDE AGENCY	3			
3271	WARRANT SERVICE - OUTSIDE AGENCY	3			
3272	PFA SERVICE - INSIDE AGENCY	1			
3273	PFA SERVICE - OUTSIDE AGENCY	2			
6004	TRAFFIC ACCIDENT INVOLVING DAMAGE	1			
6006	TRAFFIC ACCIDENT INVOLVING INJURY	1			
CITT	TRAFFIC CITATION	2			
	Total Calls	279			

Juris No. 02422
 NCIC Code PA0020800

RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
1. HOMICIDE A. MURDER B. MANSLAUGHTER					
2. RAPE TOTAL					
A. RAPE B. ATTEMPTED RAPE					
3. ROBBERY TOTAL	1		1	1 *	
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. STRONG ARM (HANDS, ETC)	1		1	1 *	
4. ASSAULT TOTAL	7		7	8 @	
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. AGGRAVATED (HANDS, ETC) E. SIMPLE (HANDS, ETC)	7		7	1 @ 7	
5. BURGLARY TOTAL	3		3	1	
A. FORCIBLE ENTRY B. UNLAWFUL ENTRY C. ATTEMPTED FORCIBLE	1 2		1 2	1	
6. LARCENY THEFT TOTAL	8		8	4 *	
7. MOTOR VEHICLE THEFT TOTAL				1 @	
A. AUTOS B. TRUCKS AND BUSES C. OTHER VEHICLES				1 @	
9. ARSON TOTAL					
TOTAL PART I OFFENSES	19		19	15	

* EXCEPTIONAL CLEARANCES INCLUDED

@ INCLUDES OFFENSE(S) REPORTED IN PREVIOUS MONTHS

NUMBER OF POLICE OFFICERS KILLED		ASSAULTED
FELON	NEGLIG	

DORMONT BOROUGH POLICE DEPARTMENT

(412)561-8900

Department Reporting

ALLEGHENY, PA 15216

County

Report for the month of January, 2014

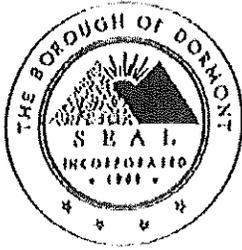
Date of Report: February 3, 2014

Prepared by _____

Juris No. 02422
 NCIC Code PA0020800

RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE

1 CLASSIFICATION OF OFFENSES PART II OFFENSES		2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
100. FORGERY & COUNTERFEIT.						
110. FRAUD		2		2		
120. EMBEZZLEMENT						
130. STOLEN PROP-REC, POSSES						
140. VANDALISM		1		1	1	
150. WEAPONS-CARRYING, POSSES						
160. PROSTITUTION, COMM VICE						
170. SEX OFFENSES (EX 02,160)						
180. DRUG ABUSE VIOL TOTAL		1		1	1	
SALE	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER	1		1	1	
POSSESSION	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER					
190. GAMBLING TOTAL						
A. BOOK MAKING B. NUMBERS, ETC. C. OTHER						
200. OFF AGAINST FAMILY & CHILD.						
210. DRIVING UNDER INFLUENCE						
220. LIQUOR LAWS						
230. DRUNKENNESS		3		3	2	
240. DISORDERLY CONDUCT		2		2	2	
250. VAGRANCY		1		1	1	
260. ALL OTHER OFFENSES						
TOTAL PART II OFFENSES TOTAL		10		10	7	



BOROUGH OF DORMONT

MEMORANDUM

TO: Jeff Naftal
Borough Manager

THRU:

FROM: Patrick Kelly
Building Inspector / Code Enforcement Officer

DATE: FEBRUARY 3, 2014

SUBJECT: MONTHLY REPORT FOR JANUARY 2014

CODE ENFORCEMENT

The following is a summary of our activities for January 2014. During the month of January the Borough received forty-three (43) complaints relating to code enforcement and borough ordinances. Of these:

- 1 was for street and potholes
- 1 was for animals/rodent & pest
- 3 were for accumulation of rubbish
- 1 was for a sewer problem
- 1 was for overhangs and extensions
- 3 were for miscellaneous
- 1 was for interior surfaces
- 3 were for no occupancy permit
- 1 was for corrective action drain violation
- 28 were for snow and ice removal

Of the above mentioned cases:
Twenty-eight (28) are active
four (4) are resolved

YEAR TO DATE FOR COMPLAINTS
43 complaints

Permit Activities

The following is a summary of the permit activities for the Borough for January 2014. The Borough issued sixty (60) licenses / permits relating to building / zoning for January 2014:

Of these:

- 6 were for building permits
- 16 were for deed transfer
- 7 were for occupancy permits
- 23 were for PA1 calls
- 1 was for planning
- 5 were sidewalk opening permits
- 1 was for sign permits
- 1 was for zoning

The total estimated cost of permit related work was \$241,806.83. Per that amount the Borough collected \$2,959.30 in permit fees.

Year to date on permits.

TOTAL NUMBER OF PERMITS: 60
TOTAL ESTIMATED VALUE: \$241,806.83
TOTAL PERMIT FEE: \$2,959.30

TAXING DISTRICT: BOROUGH OF DORMONT
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS
PREPARED ON: 01/27/2014 FOR TAX YEAR 2013
FOR THE PERIOD: 01/01/2014 TO 01/20/2014

	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
A. <u>COLLECTIONS</u>			
Balance Collectable	135,431.32	.00	.00
Additions: During the Period	.00	.00	.00
Deductions: Credits during the Period	.00	.00	.00
Total Collectable	135,431.32	.00	.00
LESS: Face Collected for the Period	25,063.29	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<u>BALANCE COLLECTABLE - END OF PERIOD</u>	110,368.03	.00	.00

B. RECONCILIATION OF CASH COLLECTED

Face Amount of Collections	25,063.29	.00	.00
Plus: Penalties	2,356.08	.00	.00
Less: Discounts	.00	.00	.00
Total Cash Collected per Column	27,419.37	.00	.00

TOTAL CASH COLLECTED

27,419.37

C. PAYMENT OF TAXES

Amount Remitted During the Period (SEE ATTACHED SCHEDULE)	27,419.37
Amount Paid with this Report Applicable to this Reporting Period	.00

TOTAL REMITTED THIS PERIOD

27,419.37

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

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

Tax Collector	Date
---------------	------

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

Received by (taxing district): _____

Title: _____ Date: _____

I acknowledge the receipt of this report.

Tax Collector's Monthly Report to Taxing Districts

For the Month of January, 2014

Dorment Borough Taxing District

	Real Estate	Interim/Other	Per Capita/Other	Other
Balance Collectable - Beginning of Month	135,431.32			
1. Additions During the Month (*)	0			
2. Deductions Credits During the Month - (from line 17)	0			
Total Collections	135,431.32			
Less: Face Collections for the Month	25,063.29			
Less: Deletions from the List (*)	0			
Less: Exonerations (*)	0			
Less: Liens/Non-Liable Installments (*)	0			
Balance Collectable - End of Month	110,368.03			
Face Amount of Collections - (must agree with line 4)	25,063.29			
Plus: Penalties	235.68			
Less: Discounts	0			
Total Cash Collected per Column	A 27,419.37			
Total Cash Collected - (12A * 12B * 12C * 12D)	B			D
(*) ATTACH ANY SUPPORTING DOCUMENTATION REQUIRED BY YOUR TAXING DISTRICT				
				27,419.37

February 13, 2014

Dear Mr. Naftal,

My name is Benjamin Morton. I am a Boyscout with Troop 238 out of St. Bernard in Mt. Lebanon. I am a resident of Dormont and a student at Keystone Oaks High School. I am requesting permission from Council to place Fire Hydrant markers on the fire hydrants in the Borough of Dormont. I need a letter signed from Borough Council and would request that you, the Borough Manager, sign my Eagle Project Booklet, allowing me to do this. I currently have permission from PAWC and the Dormont Fire department. I will attend the March 3rd council meeting for any questions or concerns you or Council may have. I live at 1523 Alabama Ave and can be reached at 412-818-1319.

Thank you very much for your time,



Benjamin Morton

Jeffrey Naftal

From: Fabus, Jeff [fabusjj@upmc.edu]
Sent: Friday, February 14, 2014 7:35 AM
To: Jeffrey Naftal
Cc: Kristin Hullihen
Subject: Recreation Board Member

Jeff

After interviewing all three candidates we have decided to ask Mary McClelland to join the Recreation Board. All three candidates interviewed well and could be assists to the borough so I am encouraging them to apply for other positions as they open.

We selected Mary because she came to the interview with a little more energy that the others and ideas on adding more activities. Being a runner, Mary has and will be instrumental in bringing back the Dormont Dash.

Please add her to the agenda for the March Meeting

Thanks

Jeff

Jeffrey Naftal

From: Mary McClelland [gitzie217@yahoo.com]
Sent: Wednesday, January 22, 2014 1:44 PM
To: Jeffrey Naftal
Subject: Fwd: Recreation Board - Open Position

Attachments: Recreation Board Letter of Interest.doc; MMc.doc



Recreation Board MMc.doc (48 KB)
Letter of Int..

Mr. Naftal,

I would like to be considered for the open position on the Dormont Recreation Board. Attached is my letter of interest and my professional resume.

I hope to hear from you soon.

Mary A. McClelland

Sent from my iPhone

Mary A. McClelland
[REDACTED] Crosby Avenue
Pittsburgh, PA 15216
(412) 897-6025
[REDACTED]@aol.com

January 22, 2014

Mr. Jeff Naftal
Dormont Borough Manager
1444 Hillsdale Avenue
Pittsburgh, PA 15216

Via email: jnaftal@boro.dormont.pa.us

Dear Mr. Naftal:

It is with great enthusiasm and at the suggestion of Jeff Fabus that I am applying for the open position on the Dormont Recreation Board.

Being on the Dormont Recreation Board will allow me to give back to the community what the borough has given to me for so many years. I grew up in Dormont, graduated Keystone Oaks High School, and I have spent every summer of my childhood at the Dormont Pool and every July 4th at Dormont Park. I have enjoyed attending the annual Memorial Day and Christmas parades and the Dormont Library House Tours and happy to see other community activities promoted such as the special movie showings at the Hollywood Theater, Cookies with Santa and Taste of Dormont.

I would be proud to be a member of the Board and ensure these annual activities continue for many years and to expand the variety of community events that may pique the interest and encourage the residents of Dormont, from children to senior citizens, to participate or volunteer for our community's recreational activities.

As an avid runner, I am interested in bringing back the Dormont Dash, and credit my endurance to the many hills we have in Dormont. I believe that local businesses in Dormont will support the Dash once again and I would be very happy to manage the race.

After graduating from the University of Pittsburgh at Johnstown, I began my professional career as an Environmental Consultant. Currently I am employed at PNC Financial Services Group where I support the corporate controller. Prior to PNC, I worked for Mylan and have 13 years experience at Deloitte & Touche. While at Deloitte, I organized many of the offices' social events including holiday parties where more than 400 persons attended. I was an active

participant in Deloitte's annual Impact Day where employees gave back to the community by either working with the elderly and children or helping to beautify property by either clearing vacant land of overgrown vegetation and planting gardens and building picnic areas. I was also appointed to the Deloitte Health and Fitness Council where I promoted health and fitness awareness to the employees in the office. I organized teams within Deloitte to participate in the City of Pittsburgh Great Race and the Leukemia and Lymphoma Society Race to No Place. I not only enjoy participating in these events, but thrive on the challenge of planning and the logistics of such events. I am accustomed to thinking strategically and quick to solve problems that may arise.

I am attaching my professional resume for your review.

I hope that you and the Recreation Board will agree that I would be an asset to the Dormont Recreation Board. In the meantime, I am happy to meet with you to discuss my background and my sincere interest in bringing together the residents of the Borough of Dormont.

Best regards,

Mary A. McClelland



**Work
Experience**

PNC Financial Services Group Inc., Pittsburgh, PA November 2012 to Present
Executive Assistant

Provide executive level support to the Corporate Controller. Responsible for calendar management, invoice processing, making travel arrangements preparing and processing requests for Controller's approval and preparing financial presentations.

Mylan Inc, Canonsburg, PA November 2010 to November 2012
Senior Administrative Assistant, Internal Audit

Provide administrative support to the Vice President and the Director of the Internal Audit Department. Assist in the coordination of and tracking the progress, observations and deficiencies identified of internal audits. Act as the liaison between the Vice President and Director and a contracted professional services firm conducting the audits. Managing the Vice President's calendar and making travel arrangements both international and domestic. Preparing presentations, correspondence and invoice processing. Onboarding of new department employees.

Deloitte Services LP, Pittsburgh, PA August 1997 to November 2010
Administrative Assistant

Provided administrative support for three audit partners. Administrative tasks include handling confidential information, preparing reports, correspondence, client invoices and marketing materials, arranging client and staff meetings, making travel arrangements. Prepared federal bankruptcy documents for client. Planned social and networking events, business meetings and coordinating local training seminars for all office functions: Audit, Tax and Consulting. Also managed the corporate ticket packages which consisted of purchasing and distribution of tickets to sporting events.

Penn Group Medical Associates Pittsburgh, PA 1996 - 1997
Administrative Assistant/Contracting & Credentialing Specialist

Provided administrative support to Penn Group Medical Associates' medical director, president and vice-president; updated and maintained the Penn Group Medical Associates physician database, tracking physician benefits such as time off requests, continuing medical education expenses, medical licensure, medical malpractice and hospital staff privileges and salaries; preparing personnel forms for human resources and processing expense reimbursements and invoices.

Managed physician credentialing, tracking and application process for 115 physicians for more than 20 managed care networks, prepared physician contracts, assisted in the recruiting of new physicians, and prepared in-house staffing reports.

SE Technologies, Pittsburgh, PA 1994 - 1996

Environmental Scientist

Prepared air emission statements and Title V Air Permit applications; conducted site surveys, reviewed applicable regulations calculated air emission inventories and deriving process specific air emission factors. Participated in the development of an in-house database to prepare Title V Permit applications.

Environmental Protection Systems, Inc. Brentwood, TN 1992 - 1994

Project Manager

Project Manager for the Tennessee statewide hazardous materials contract. Managed environmental site assessments, industrial hygiene and indoor air quality surveys, hazardous materials inventories, storm water management surveys, asbestos building inspections and regulatory compliance audits.

McLaren Hart Environmental Engineering Corp. Pittsburgh, PA 1991 - 1992

Environmental Specialist II

Provided project management and conducted environmental site assessments and RCRA facility audits, prepared and reviewed technical reports, developed business plans, assisted in developing sales strategies, prepared proposals and work plans.

L. Robert Kimball & Associates, Inc. Pittsburgh, PA 1989 - 1992

Project/Marketing Coordinator

Assisted in implementing and maintaining Kimball's ESD Marketing Management System; assisted in market research, followed leads until they become projects, developed 3-year marketing plans, prepared promotional material, publicity through trade shows, newspapers and journal advertising; prepared and coordinated proposals, prepared project cost estimates, updated staff resumes, interfaced with branch managers, public relations manager and project managers. Provided the lead in marketing environmental site assessment services.

L. Robert Kimball & Associates, Inc. Pittsburgh, PA 1987 - 1989

Environmental Scientist

Conducted asbestos building inspections and management planning; conduct industrial hygiene surveys, developed Right-to-Know and SARA Title III programs, performed indoor air quality surveys, conducted health risk assessments, conducted air and soil sampling and prepared technical reports.

Education

**Bachelor of Science - Biology/Terrestrial Ecology 1986
University of Pittsburgh at Johnstown, Johnstown, PA**



BOROUGH OF DORMONT

PROCLAMATION

2014 MS AWARENESS WEEK

WHEREAS, multiple sclerosis (MS) is a neurological disease of the central nervous system, affecting 2.3 Million people worldwide, and each hour someone is newly diagnosed; and

WHEREAS, the National Multiple Sclerosis Society – Western PA Chapter reports that in our state more than 28,000 people are diagnosed with MS, and that the disease generally strikes people in the prime of life, between ages 20 through 50, and causes unpredictable effects in which the progression, severity and specific symptoms cannot be foreseen, and the cause and cure for this often debilitating disease remain unknown; and

WHEREAS, the National Multiple Sclerosis Society – Western PA Chapter has been committed for more than 67 years to a world free of MS, heightening public knowledge about and insight into the disease; and

WHEREAS, Since 1946 the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatment and a cure and has invested more than 771 million dollars in groundbreaking research; and

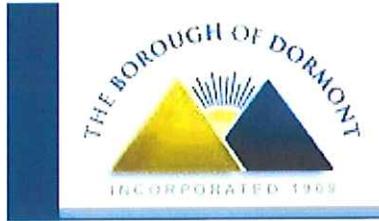
WHEREAS, Funds raised through the National Multiple Sclerosis Society fuel the efforts of nearly 325 research projects globally totaling 40 million dollars annually at the best medical centers, universities and other institutions throughout the United States and abroad. Because of this MS research has never been more hopeful than it is today; and

WHEREAS, discovering the cause, finding a cure, and preventing future generations from being diagnosed with MS is an important task that all Americans and Pennsylvanians should support; and

WHEREAS, Borough of Dormont recognizes the importance of finding the cause and cure of MS, a chronic and often devastating disease, and expresses its appreciation and admiration for the dedication that the National Multiple Sclerosis Society – Western PA Chapter has shown toward a future free of MS;

NOW, THEREFORE WE, THE BOROUGH COUNCIL OF DORMONT, do hereby proclaim March 3-9, 2014 as MS Awareness Week, and do commend this observance to all of our citizens. We encourage all Pennsylvanians to learn more about multiple sclerosis and what they can do to support individuals with MS and their families.

Willard McCartney, Council President



MEMORANDUM

Date: February 19, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Conditional Use Approval – Jubilee Christian School

Background:

The new owner of the former Presbyterian Church property at 2865 Espy Avenue is North Way Christian Community Church. Jubilee Christian School is seeking to enter into a lease arrangement with North Way for a portion of their facility to house the 5th through 8th grades in their school.

Discussion:

Section 210-45 (B) (1) (k) of the Zoning Code lists Schools as a Conditional Use in the Commercial Zoning District and makes them subject to Section 210-62 (E) of the Zoning Code. This Section has the following requirements for a school:

- E. Churches, schools, including postsecondary schools, and public buildings.
- (1) The minimum lot area required for a postsecondary school shall be 10 acres. The minimum lot area required for all other uses shall be one acre.
 - (2) If a residential facility (such as a convent or monastery) is proposed as part of a church, no more than 10 persons shall be housed.
 - (3) A dwelling (such as a manse or parsonage) may be located on the same lot with a church, provided that all requirements of this chapter for single-family dwellings in the zoning district can be met in addition to the minimum lot area, lot width and yard requirements applicable to the church.
 - (4) If the school includes dormitories, the dormitories shall be screened along any property line adjoining single-family use or zoning classification by Buffer Area B, as defined by § 210-65B of this chapter.

- (5) Ingress and egress to and from police and fire stations shall be located so as to maximize sight distance along adjacent public streets and to enhance safety for vehicles exiting the property.
- (6) Fire stations, police stations and municipal maintenance facilities shall be located on the property so that vehicles and equipment can be maneuvered on the property without interrupting traffic flow or blocking public streets.
- (7) All schools shall be designed to provide convenient access for emergency vehicles and access to all sides of the building by fire-fighting equipment and vehicles.
- (8) All outside storage shall be screened from public view from streets and adjoining properties by a six-foot hedge or opaque fence.
- (9) The proposed use shall have direct access to a public street with sufficient capacity to accommodate the traffic generated by the proposed use.

Sections 2, 3, 4, 5, 6, and 8 do not apply to this particular situation. With regards to Section 1, the school is not postsecondary and therefore requires at least one acre which the Church has. With regards to Section 7, the Church has access for emergency vehicles at all points of the property. With regards to Section 9, the school has access to both Espy and Potomac Avenues.

The School intends to operate their 5th, 6th, 7th, and 8th grades on the North Way property in the 3 story building on the east side of the property. They intend to utilize just the 2nd and 3rd floors for their office and classrooms and will provide secure access points to the facility. They will utilize the Church's kitchen facilities for lunch. They may allow their 8th graders to have lunch at Potomac Avenue restaurants periodically. They intend to drop off and pick up students on the Espy Avenue side of the property with the mini-buses turning around in the Church parking lot. School hours will be 8 AM to 3 PM and they will work with the Police Department to ensure security at the facility is appropriate.

Plans and other pertinent documents are attached to this report. That includes the details of the project as submitted by Jubilee Christian School, a letter of support from North Way, the Zoning Determination letter from the Borough indicating that this use is a Conditional Use and the Newspaper Notice published in the Post-Gazette.

Staff is in favor of this use because it maximizes the usage of the Church property, brings youth into the community whose parents will hopefully patronize Borough businesses, and because they will be partnering with both Keystone Oaks School District and the Borough in the future. In our case, there is the possibility that Jubilee will want to utilize the Gymnasium for their physical education needs.

Recommendation:

I recommend that Council approve the Conditional Use for Jubilee Christian School to operate a school at North Way Christian Community Church located at 2865 Espy Avenue.

JN

Cc: Pat Kelly, Building Official

Attachments



Jubilee Christian School
Imagine • Believe • Achieve

255 Washington Road
Pittsburgh, PA 15216
PH 412-561-5917
FX 412-561-2857
www.jubileechristianschool.org

December 16, 2013

Mr. Jeff Naftal, Borough Manager
Borough of Dormont
1444 Hillsdale Avenue
Dormont, PA 15216

Dear Mr. Naftal:

Thank you for providing preliminary information regarding the Dormont Planning Committee and the building occupancy approval process. This letter will provide the Borough with information about Jubilee Christian School and our proposed occupancy of the church building located at 2865 Espy Avenue, now owned by North Way Christian Community.

About Jubilee

Jubilee Christian School (JCS) is an independent, inter-denominational school that has been serving families in the South Hills of Pittsburgh since 1987. We began with a handful of students inside Beverly Heights Presbyterian Church in Mt. Lebanon. When our growth necessitated a larger space several years later, we moved to facilities within DePaul School for Hearing and Speech, also in Mt. Lebanon. In 2001, Jubilee lost its lease at that location as DePaul School was moving to new facilities. Shortly thereafter in 2002, we began leasing space at our current location within the educational wing of Mt. Lebanon United Presbyterian Church.

Today JCS serves 92 students in Kindergarten through 7th grade. These 65 families come to us from various communities throughout the South Hills and the City of Pittsburgh. In the 2014-2015 school year, our middle school program will expand to include 8th grade. From our early years until today, our mission has been to provide students with an exemplary education and enduring values rooted in the gospel of Jesus Christ.

JCS students and their families support several important organizations in Pittsburgh and beyond. We participate in roadside clean-up through the Adopt a Highway program sponsored by the Pennsylvania Department of Transportation. Two or three times a year JCS parents gather to collect the unsightly trash that litters Banksville Road . . . specifically the two-mile stretch from Kuhn's Market to Metro Heating near the Parkway entrance. In addition, JCS students share in the spirit of giving by reaching out to the

elderly and those in need. At Thanksgiving, students donate personal care items to those served by Light of Life Rescue Mission on Pittsburgh's North Side. They enjoy Christmas caroling and gift-giving at retirement and nursing communities around the South Hills. When Valentine's Day comes around, students make cards to express their heart-felt gratitude to our country's veterans. Our older students volunteer at the Pittsburgh distribution center of World Vision, a Christian humanitarian organization dedicated to providing much-needed supplies to needy children and their families in all parts of the world.

Facility Occupancy Proposal

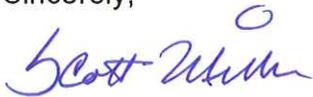
In an effort to secure more space for our growing school, JCS has made a proposal to North Way Christian Community for occupying space within its Dormont church building. The proposal is for JCS to operate our 5th through 8th grade middle school program within the North Way church building (while retaining space at Mt. Lebanon United Presbyterian for our K through 4th grade program).

The following information is provided for the Dormont Planning Committee in consideration of our request for occupancy:

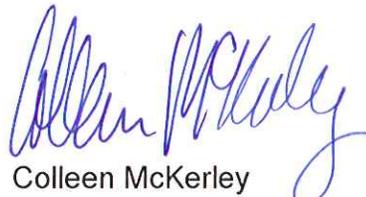
- Hours of Usage -- JCS would occupy this space primarily M-F during the hours of: 8 am to 3 pm (students); 7:30 am to 4 pm (staff).
- Parking and bus transportation – JCS would require parking for one administrator, four teachers, and a handful of occasional volunteers and visitors. There is ample parking (over 25 spaces) to accommodate both church and school employees and visitors, whether it's for daytime activities or the occasional evening school gathering. Busing will be from approximately 8-10 school districts and JCS will request that vans and/or small buses be used. Student arrival and dismissal will occur on Espy.
- Interior renovations and exterior signage -- JCS anticipates that renovations will include construction of interior walls and upgrades to electrical and technology infrastructure. We would also install signage at the building's Potomac Avenue entrance in compliance with Dormont zoning regulations.

Thank you for your consideration of our proposal. At least one representative from JCS will attend the Planning Committee meeting on January 21st to answer any questions you may have.

Sincerely,



Scott Miller
President, JCS Board of Trustees



Colleen McKerley
JCS Director of Operations



12121 Perry Highway
Wexford, PA 15090
724 935 6800
www.northway.org

December 18, 2013

Jeffrey Naftal
Borough Manager
Borough of Dormont
1444 Hillsdale Avenue, Suite 10
Pittsburgh, PA 15216-2019

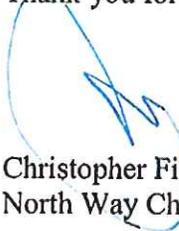
Re: Jubilee Christian Academy

Dear Jeff:

North Way Christian Community is currently working with the Jubilee Christian School to see if our Dormont Campus could become a home for their Middle School students. We would anticipate that the existing 1951 building addition would be the area that would be renovated for their use.

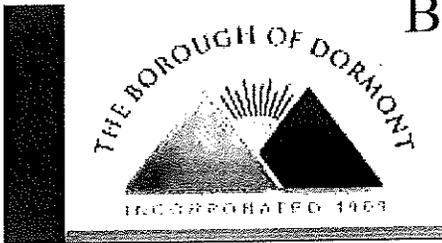
We give our permission to Jubilee Christian School to work with the Borough of Dormont during this process and to speak on behalf of the project. Of course we would be available to attend any meetings that are required by the Borough.

Thank you for your assistance,



Christopher Fitting
North Way Christian Community

FREEING PEOPLE
TO FOLLOW JESUS



BOROUGH OF DORMONT

PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
JEFF NAFTAL

MAYOR
THOMAS R. LLOYD

SOLICITOR
DODARO MATTA & CAMBEST

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

January 2, 2014

Ms. Colleen McKerley
255 Washington Road
Pittsburgh, PA 15216

RE: REQUEST FOR ZONING DETERMINATION
2865 ESPY AVENUE

Dear Ms. McKerley,

I have reviewed your proposal for an accessory use for the property at the above address and have the following comments:

1. Your application indicates the proposed business to be a "School". This property is located in the General Commercial District and one permitted conditional use is a School. The requirements for this use are outlined in Section 210-62 (E) of the Borough's Zoning Code. We have previously gone over these requirements and based on our discussions and your letter dated December 16, 2013 I deem your proposed use of a "School" as part of the Northway Christian Community church to be a permitted conditional use in the General Commercial District and recommend the Borough approve your request.

You have been scheduled for a Planning Commission meeting on January 21, 2014 at 7 PM. Your request, with the Planning Commission recommendation, will then be presented to Council at their February 3, 2014 meeting for final approval.

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

Sincerely,

Jeffrey Naftal
Borough Manager
Zoning Official

Cc: Pat Kelly, Building Official

Public Notice
Borough of Dormont

Conditional Use Application

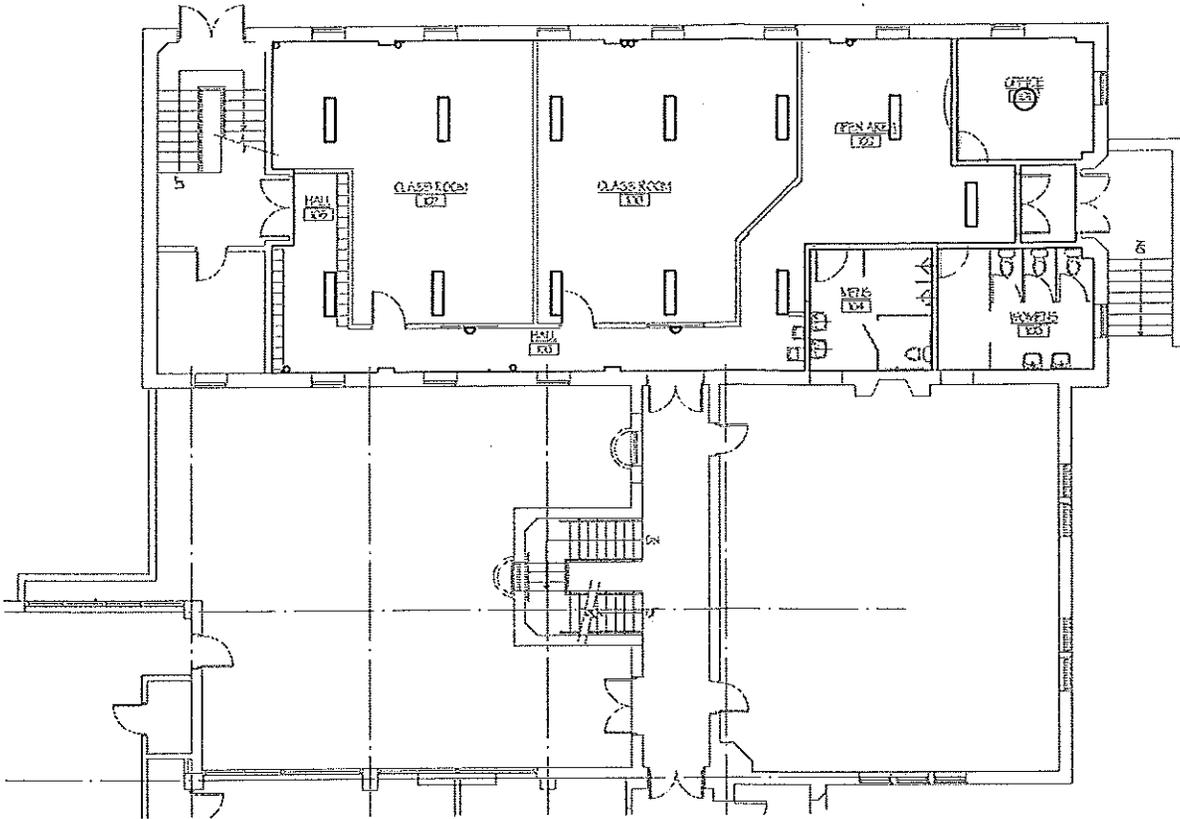
The Planning Commission of the Borough of Dormont has scheduled a public meeting for Tuesday, February 18, 2014 at 7:00 pm in Council Chambers at the Dormont Municipal Center, 1444 Hillsdale Avenue, Pittsburgh PA 15216. Jubilee Christian School is requesting to utilize portion of the North Way Christian Community Church, located at 2865 Espy Avenue. The property is in a C-Commercial District and the Conditional Use Code Section is 210-45B (1) (k) subject to 210-62E.

The Planning Commission also scheduled a public meeting to review and take public comment on a new Comprehensive Plan for the Borough.

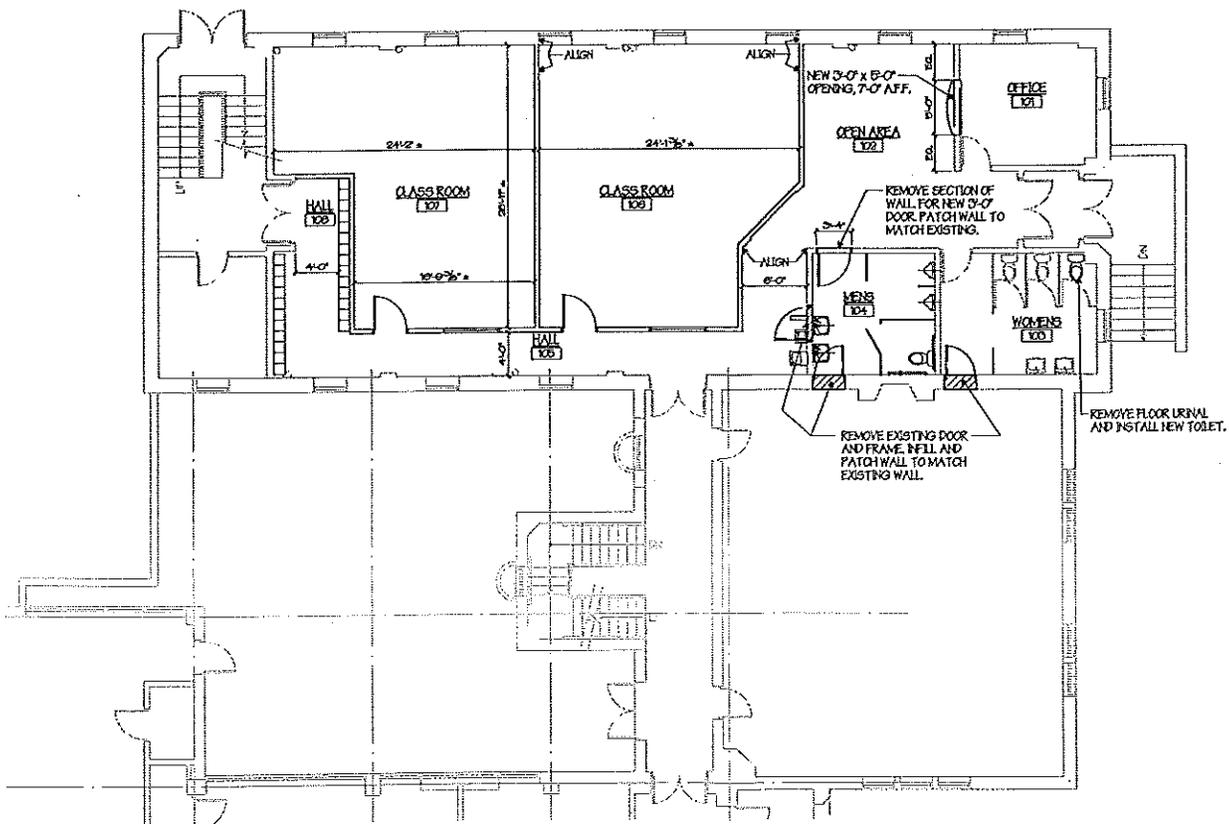
Please publish in the Post Gazette

Please provide proof Publication to:

Patrick Kelly
Borough of Dormont
1444 Hillsdale Avenue Suite #10
Pittsburgh, PA 15216



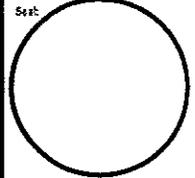
3 FIRST FLOOR CEILING PLAN
 ALL SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN
 ALL SCALE: 1/8" = 1'-0"

AN
arctecon
 PROJECT

OVERALL FLOOR PLAN



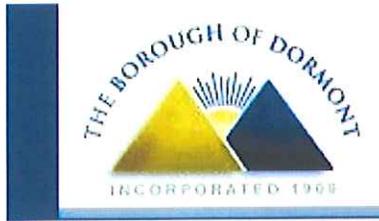
NORTHWAY CHRISTIAN CHURCH - SOUTH CAMPUS
 DORMONT BOROUGH ALLEGHENY COUNTY

KSBA
 Architects • Planners • Interior Designers • Project Managers
 KSBA Architects - an arctecon partner
 3441 Bridge Avenue, Pittsburgh, PA 15227
 412-229-1000

Revisions:	
DESCRIPTION	DATE

Date: 07.4.2013	Drawing Number:
Project: 70220	
Scale: 1/8" = 1'-0"	
Drawn By: P2/MW	

A11



MEMORANDUM

Date: February 21, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Demolition of 1218 Dormont Avenue

Background:

One of the main goals of the Borough's Strategic Plan is the enhancement of our Code Enforcement efforts. As part of that we are being proactive with different strategies to alleviate issues within the Borough including stepped up enforcement and the conservatorship properties. One step we are taking is to consider condemning property and having it demolished so that a new development can go on the lot. On February 3, 2014, Council voted to condemn the property located at 1218 Dormont Avenue and to have it demolished.

Discussion:

This is the first property we are attempting to have torn down after condemnation. The property is in such disrepair that neighbors have complained of illnesses because of the condition of the house. The Borough Solicitor initiated the legal process to have the property condemned and now that this has been approved by Council, the last step in the process is the demolition of any structures on the property.

The Borough Engineer solicited proposals from four (4) contractors to demolish the structures. We utilized specifications that were designed based on best practices for demolition of structures both in Pennsylvania and throughout the country. We also allowed an option for placing all materials from the demolition back as fill but only one of the proposers chose to bid on that and we would prefer having as clean a fill as possible so we are not including it in this report. Those specifications are attached to this report. We received three (3) proposals back and these proposals are:

CONTRACTOR	QUOTE
Schaff Excavating Contractors, Inc.	\$19,300
The Junkmen	\$19,695
C&W Works, Inc.	\$22,450

The low bidder, Schaff, was recommended by SHACOG as someone who has done work with other municipalities and does good work. The Borough Engineer is also recommending award to them in his report attached. Their price is slightly above the limit for which we would need to go out for formal bids which in 2014 is \$19,100. But if we go out for formal bids we will spend thousands of dollars in advertising costs to likely come up with no better pricing than we have now. As well, the process will add at least 2 months to our efforts to have this building torn down. Therefore I would recommend that Council consider this an emergency purchase pursuant to our Purchasing Policy and authorize the expenditure.

In an effort to determine if there are any hazardous materials in the structure prior to demolition, we will be utilizing Mid-Atlantic Environmental Consultants to test for mold, asbestos and lead. Their price for each of these tests was under \$1,000 and was also lower than the second bidder for these services, American Geosciences. Their pricing is \$800 for mold testing, \$700 for asbestos testing, and \$550 for lead testing. Should their tests show any hazardous amounts of these materials then we may need to do remediation prior to demolition and would come back to Council to authorize that.

Recommendation:

I recommend that Council authorize me to execute an agreement with Schaff Excavating Contractors, Inc. to demolish the structures at 1218 Dormont Avenue for a cost of \$19,300.

JN

Attachments

DEMOLITION SPECIFICATIONS

The contractor shall provide and/or address the following prior to commencing demolition:

- Submit demolition permit application. Associated fees shall be waived by the Borough.
- Submit two (2) plot plans drawn to scale clearly describing the structures being demolished.
 - Identify the type and location of site utilities such as gas, electric, water service lateral, public sewer lateral, on-lot well or on-lot sewer system on the site plan.
 - Identify on the site plan if any existing underground or aboveground storage tanks (combustible and flammable liquids) are present on the property.
- Rodent extermination: Contractor shall install bait and placard the building with the word, "POISON", 2-weeks prior to demolition.
- Notify PA One Call at 800-242-1776 or at www.paonecall.org at least 3 days prior to start of any demolition or excavation.
- All requirements of the International Building Code (IBC) pertaining to demolition must be complied with.
- Utility Disconnections: Service utility connections shall be disconnected and capped in accordance with the approved rules and requirements of the authority having jurisdiction. 2009 International Building Code Section 3303.6
 - Public water service shall be shut off at the service shut off valve and the service, cut and kinked between the shut off valve and the building in accordance with Western Pennsylvania Water Company service termination procedures.
 - Public Sewer Service shall be cut and capped at the property line closest to the service line. Lateral to be capped with a solid PVC cap and Fernco type fitting. Termination of service shall be approved by the Allegheny County Plumbing Department.
 - Gas service shall be shut off at the gas service and disconnection of service shall be in accordance with the authority having jurisdiction.
 - Electric wires shall be disconnected in accordance with the requirements of Duquesne Light Company (DL). DL shall be contacted for termination of service.
 - Telephone and cable communication cables shall be disconnected in accordance with the requirements of the communication company having jurisdiction.
- Any asbestos required to be removed in accordance with PA Department of Environmental Protection Air Quality's regulations shall be done by the

Borough under separate contract.

- Pre-demolition photographs shall be provided with particular attention given to adjacent properties and the curb and sidewalk along the street frontage.
- Community notification: Contractor shall post a prominent sign at the demolition site advising of the upcoming demolition well in advance of the work (a minimum of 3-days is required). The Borough will advise residents within 200 feet of the demolition site of the upcoming demolition. Contractor shall provide the notice for distribution.
- Pedestrian Protection: The work of demolishing any building shall not commence until pedestrian protection is in place. Refer to Section 3306 of the 2009 IBC for specific protection requirements. IBC Section 3303.2
- All methods of demolition shall be strictly confined to the subject property and the limits of the demolition area and without hazard to adjacent properties or the public.
- Explosives may not be used to demolish any unit of structure.
- Under no circumstances shall any structure be set afire.
- All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities or disposed on the site by others until final inspection and approval, shall be removed and legally disposed by the contractor who shall keep the project area and public right-of-way reasonably clear at all times.
- Contractor shall provide fencing and other barriers to control the spread of dust during and after demolition and to keep children and other pedestrians away from the demolition site.
- Contractor shall take whatever steps are necessary to control dust during demolition and debris removal. Water shall be sprayed to adequately wet the debris to control the spread dust during the entire demolition process. All trucks hauling demolition debris shall be covered so construction debris is contained from the demolition site to the disposal site.
- Contractor shall use the “picker” method for demolition, rather than wrecking ball, to minimize the spread of dust and debris.
- All buildings shall be completely razed. All floor construction over basements shall be removed; interior basement partitions and pieces of solid masonry construction shall be removed. All basement, cellar or foundation walls will be completely removed.
 - Masonry basement floors may be cracked and left as part of the backfill if they are more than 18” below ground level.
 - All basement partitions, furnaces, heating apparatus, piping, gasoline or oil storage tanks, miscellaneous fixtures and stairways shall be removed

from the area of demolition.

- Backfilling of all subsurface areas shall conform to the following provisions:
 - Before starting back fill operations, contractor shall have inspected the empty basement with the inspector.
 - No masonry materials larger than 12 inches in any dimension will be considered suitable. No combustible material of any kind will be used or permitted in the backfill. Clean fill shall be imported and not gouged from the surrounding terrain.
 - Prior to placing the first layer, existing cellar floors shall be broken into pieces no larger than 12 inches in any dimension to insure adequate drainage.
- The final 18 inches to the ground level shall be filled with clean dirt that is free of rubbish and vegetable matter. The demolition site shall be left in a clean and aesthetic condition with backfill shaped to the level of the surrounding terrain.
- Final grading shall include 6 inches of topsoil on top of the demolition area. All disturbed areas shall be restored with seed, fertilizer and mulch.
- Site Maintenance: Where a structure has been demolished or removed, the vacant lot shall be filled and maintained to the existing grade or in accordance with the ordinances of the jurisdiction having authority. Only clean fill is to be used in backfilling of demolished structures. Existing concrete floors below grade are to be removed or broken sufficiently to prevent potential below grade water accumulation. IBC Section 3303.4
- Water accumulation: Provisions shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
- All demolition waste materials shall be disposed of offsite at an approved disposal facility. Only uncontaminated soil, rock, stone, gravel, concrete, brick, concrete block debris may remain onsite.
- A record plan (as-built) shall be provided that shows the location of the terminated utilities, triangulated to permanent physical features.
- The Borough requires an original Certificate of Insurance which specifically lists the following information:

Workers Compensation and Employer's Liability (Including any applicable Voluntary Compensation, U.S. Longshoremen's and Harbor Worker's Act compliance & All States Coverage)

Statutory Requirements
Employer's Liability Coverage
\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

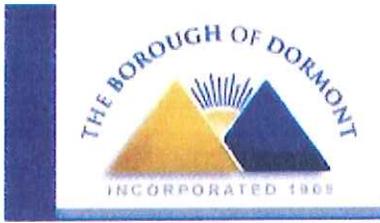
Commercial General Liability (Including coverage for explosion, collapse and underground damage, Blanket Contractual Liability, Owner's & Contractor's Protective Liability and Personal Injury Liability)

\$2,000,000	General Aggregate
\$2,000,000	Products - Comp/Ops Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$100,000	Fire Damage (Any One Fire)
\$5,000	Med Pay (Any One Person)

Business Auto Liability (Including Owned, Hired and Non-Owned Automobiles)

\$ 1,000,000 Combined Single Limit

- Indemnification - The Contractor shall indemnify and save harmless the Borough against all liability for all claims for injury or damages arising out of an occurrence to persons, including wrongful death, and damages to property, which may arise from operations under this contract, whether such operations be by itself or any subcontractor or anyone directly or indirectly employed by either of them, including sole negligence of the Borough, its employees, or agents, during the period from the date of commencement of the work until the completion of the Contract.
- On the Certificate of Insurance, the Borough of Dormont shall be listed as an Additional Insured.



MEMORANDUM

Date: February 21, 2014
To: Jeff Naftal, Borough Manager
From: Wayne R. McVicar, P.E., Borough Engineer
Subject: RECOMMENDATION OF AWARD
Demolition & Site Restoration
1218 Dormont Avenue

At your direction quotes were solicited for the demolition of the residential structures at the above address. Since the use of on-site masonry as backfill materials was of concern, contractors were invited to quote on the work considering the use of all on-site masonry as backfill, Option A, and/or the use of just the use of masonry below grade as backfill, Option B. Quotations were requested from four (4) contractors. Three (3) contractors provided quotations. The following are the results of the quotes received. Copies of the quotes received are attached:

	<u>Option A</u>	<u>Option B</u>
1. Schaff Excavating Contractors, Inc.	No Quote	\$19,300.00
2. The Junkmen	\$17,695.00	\$19,695.00
3. C&W Works, Inc.	No Quote	\$22,450.00

Recommendation

All demolition contractors have done work within the Borough. Historically their work has been satisfactory and I would have no objection to award to any of them based upon performance.

Based upon the quotes received, I would recommend award to **Schaff Excavating Contractors, Inc.** in the amount of **\$19,300.00**, which is in full compliance with the specifications and represents complete removal of all masonry that extends above grade.

Should either of these quotations be found acceptable, the option accepted should be executed and returned to my attention for project coordination and scheduling.

SCHAAF EXCAVATING CONTRACTORS INC.

1800 TRIPHAMMER RD
SOUTH PARK, PA 15129

Phon... 412-670-1980 TH2524@MSN.COM
Fax # 724-348-6868

Date	Estimate #
2/18/2014	186

Name / Address
BOROUGH OF DORMONT 1444 HILLSDALE AVE PGH, PA 15216 412-561-8900 1218 DORMONT AVE

Project

Description	Qty	Cost	Total
<p>TO DEMOLISH STRUCTURE AND DETACHED AT 1218 DORMONT AVE PITTSBURGH PA 15216. ALL COMBUSTIBLE DEBRIS WILL BE LOADED OUT. THE WATER AND SEWER LINES WILL BE CAPPED AT THE FOUNDATIONS EXIT (PER COUNTY SPECS). THE VOID WILL BE BACKFILLED WITH CLEAN FILL AND GRADED TO EXISTING TERRAIN. THE LOT WILL BE SEEDED AND STRAWED. THIS CONTRACT COVERS ANY PERMITS, PA ONE CALL, AND UTILITY TERMINATION.</p> <p>WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO SIDEWALKS DUE TO THE USE OF HEAVY EQUIPMENT & HEAVY TRUCKS. THE OWNER WILL BE RESPONSIBLE TO FIX ANY REPAIRS TO SIDEWALKS IF THEY ARE DAMAGED. ALL SALVAGE IS THE PROPERTY OF SCHAAF EXCAVATING CONTRACTORS. IN THE EVENT OF ANY ASBESTOS SURVEYS AND OR ABATEMENT REQUIRED BY THE COUNTY. THERE WILL BE AN ADDITIONAL COSTS INVOLVED IF NOT STATED IN DETAIL IN THE ABOVE CONTRACT. WE DO NOT ASSUME ANY RESPONSIBILITY FOR ANY ADJOINING STRUCTURES OF "PARTYWALL" CONDITIONS UNLESS STATED IN DETAIL IN THE ABOVE CONTRACT, ANY WEATHERPROOFING NEEDED THAT IS NOT STATED IN DETAIL IN THE ABOVE CONTRACT. THERE WILL BE AN ADDITIONAL COST INVOLVED TO HAVE THE WEATHERPROOFING DONE.</p>		19,300.00	19,300.00
<p>ANY QUESTIONS PLEASE CALL TIM 412-670-1980 FAX IS 724-348-6868, TH2524@MSN.COM</p>		Total	\$19,300.00

Customer Signature _____



The Junkmen
300 Camp Horne Rd
Pittsburgh, PA 15202

(866)736-2165
roger@thejunkmen.net

Estimate

Date	Estimate No.
11/01/2013	1377
Exp. Date	
	12/01/2013

Address

Borough of Dormont
1444 Hillsdale Ave
Dormont PA 15216

Activity	Rate	Amount
• Demo house and garage use ground masonry to backfill foundation.	17,695.00	17,695.00

Boro to supply demo permit. 1/2 payment on signing estimate remainder paid on complet

Total **\$17,695.00**

Accepted By _____

Accepted Date _____

PA Home Improvement Contractor#PA044231



The Junkmen
300 Camp Horne Rd
Pittsburgh, PA 15202

(866)736-2165
roger@thejunkmen.net

Estimate

Date	Estimate No.
02/01/2014	1377
Exp. Date	
	03/01/2015

Address

Borough of Dormont
1444 Hillside Ave
Dormont PA 15216

Activity	Rate	Amount
• demo house and garage haul material off site and import fill four foundation.	19,695.00	19,695.00

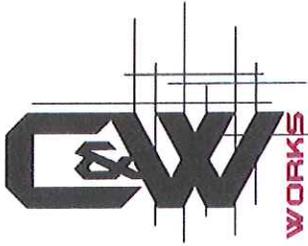
Boro to supply demo permit. 1/2 payment on signing estimate remainder paid on complet

Total **\$19,695.00**

Accepted By _____

Accepted Date _____

PA Home Improvement Contractor#PA044231



February 21, 2014

Proposal Submitted to:

Borough of Dormont
Wayne Mcvivar
1444 Hillsdale Ave
Dormont PA 15216

Work to Be Performed At:

1218 Dormont Ave
Dormont, PA 15216

We Hereby Propose To Furnish The Materials and Perform the Labor Necessary For the Completion Of;

- Structural Demolition of residence known as (1218 Dormont Ave). This includes removal of entire structure from the property.
- Entire structure will be disposed of in approved landfill.
- Removal of all above grade masonry will be disposed of off site.
- Backfill of basement using clean fill, placing 6" of topsoil across surface grade, seed and straw entire disturbed area.
- Site Temporary fencing will be used to protect the area for demolition activities.
- Cut , Capping, Removal of all utilities.

Total cost for above all said work \$22450.00 (Twenty Two Thousand Two Hundred Fourty Five Dollars).

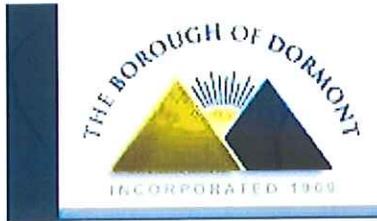
Payment Terms Are As Follows;

Payment in full is due upon immediate completion.

Proposal Accepted By;

_____ **Signature** Date _____

_____ **Printed Name**



MEMORANDUM

Date: February 19, 2014

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *gn*

Subject: Interlocal Agreement with City of Pittsburgh to Pave McNeilly Road

Background:

Because of a steady deterioration in the paving of McNeilly Road and a rising number of complaints from residents about the condition of McNeilly Road, Council authorized staff to pursue a joint arrangement with the City of Pittsburgh, who owns approximately one half of the street, to repave McNeilly Road during the 2014 Road Program.

Discussion:

The Borough Engineer made contact with the City of Pittsburgh and inquired as to whether the City intended to repave their portion of McNeilly Road in 2014. The answer was yes, and they indicated that not only was there funding but that this project had been given top priority by the City. They suggested that because of economies of scale that the Borough might want to simply join in their paving bid which would be at a lower cost than we could obtain ourselves. They had already selected their contractor and so they knew the unit prices they were getting. The Borough Engineer checked their numbers versus his estimates and their pricing was better than we could obtain as shown below:

	<u>2" Binder Course</u>	<u>1.5" Top Course</u>
City of Pittsburgh	\$78.52 per ton	\$87.32 per ton
Borough of Dormont	\$84.90 per ton	\$106.91 per ton

The project for the Borough would be to pave the entire asphalt area owned by the Borough which the City of Pittsburgh believes is 13 feet wide and excludes any concrete work such as handicap ramps or curb or sidewalks. We would also mill off an additional 3" of asphalt for 18" along the curb to provide more curb reveal which in turn provides a greater ability for storm water to flow into the drainage system and not over the curb. The Borough Engineer estimates that with 3.5" of asphalt the life of this project will be 7 to 10 years. The total cost to the Borough for this project using the City of Pittsburgh pricing will be \$37,162. This is a savings of over \$11,000 if we were to do this project ourselves.

The City has entered into similar agreements with other municipalities that they share streets with and has a standard Interlocal Agreement that they utilize. We have modified that Agreement and it is attached. It has been reviewed by the Solicitor and Borough Engineer and provides the services we expect for the contracted price of \$37,162 as noted above. Should conditions in the field dictate additional (or less) work, then the Borough will be responsible for the additions (or the credits) only on our portion of the street. Funding for this will come from the Capital Reserves Fund, Road Program line item which has \$500,000 in it.

Before this project happens, some additional work will be done on the street. We were notified by Columbia Gas that they intend to replace their gas line for most of the street. The Borough Engineer has contacted Equitable to see if they would like to replace their gas line at the same time. Once the gas lines are replaced we will come in and do concrete repairs to curbs and to handicap ramps. Because the gas line work would normally require the gas company to repair the street, we will instead ask for them to pay us the cost of that work and we will use it to offset the cost of the concrete work. We don't have the exact dollars at this time but I will let Council know the final costs when we come back for approval for the concrete work.

Because of the other work being done, work on the street paving project will not begin any earlier than May and possibly into June. I will update Council on timelines as they firm up.

Recommendation:

I recommend that Council authorize the execution of an Interlocal Agreement with the City of Pittsburgh to participate with them on the resurfacing of McNeilly Road at a cost of \$37,162.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer
John Schneider, Streets Foreman

AGREEMENT

MADE THIS 3rd DAY OF MARCH, 2014.

BY AND BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania,
hereinafter referred to as "City",

AND

THE BOROUGH OF DORMONT, a municipal corporation of the Commonwealth of
Pennsylvania, hereinafter referred to as "Borough".

WITNESSETH:

WHEREAS, City and Borough desire that McNeilly Avenue be resurfaced; and

WHEREAS, a point 13 feet east of the curb line on the west side of McNeilly Avenue
constitutes the dividing line between the City and Borough; and

WHEREAS, it is in the best interests of the City and Borough that McNeilly Avenue be
resurfaced; and

WHEREAS, the City and Borough agree that the City will be reimbursed in full for the
cost of said improvement to the Borough's portion of McNeilly Avenue pursuant to this
Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. The City shall prepare and resurface the City portion of McNeilly Avenue and that portion hereinafter identified of McNeilly Avenue located in the Borough. As for the portion of McNeilly Avenue located in the Borough, the City shall:

- (A) Prepare and resurface the Borough's portion (2,340 square yards) of McNeilly Avenue.
- (B) Surface preparation shall include milling of the asphalt surface to the existing brick layer, a depth of approximately one point five (1.5) inches.
- (C) Gutter line preparation shall include milling of the brick surface an additional three (3) inches below the asphalt surface.
- (D) Paving shall include two (2) inches of binder (19mm 64-22) terminating eighteen (18) inches from the Borough curb line; one point five (1.5) inches of wearing course (9.5mm 64-22); saw and seal of all expansion joints and traffic lines.

2. The cost of preparing and resurfacing the Borough's portion of McNeilly Road shall be borne in full by Borough. The estimated cost of preparation and completion of work is Thirty Seven Thousand One Hundred Sixty Two Dollars and 00/100 (\$37,162.00). Said cost is based on an estimate provided by CITY, attached hereto as Exhibit 1, and parties agree that should costs increase or decrease due to material cost or price fluctuation in oil or some change in field conditions that Borough shall pay the final cost for preparation and resurfacing, whether higher or lower than the attached estimate. If the Borough requests the City to pave into connecting streets to meet existing grades, City will accommodate and the Borough shall be responsible for the additional cost of said work.

3. All work performed and materials furnished shall be in accordance with the City of Pittsburgh Standards and Specifications for Bituminous Mixtures.
4. All work shall be guaranteed by CITY contractor for two (2) years.
5. City and Borough inspection crews shall monitor the portions of the street in each jurisdiction for two (2) years.
6. All work performed under this Agreement for the City portion of McNeilly Avenue shall be subject to the inspection and approval of the Director of the Department of Public Works at the City's sole cost and expense and that portion of McNeilly Avenue located in the Borough shall be inspected and approved by the Borough Engineer at the Borough's sole cost and expense.
7. The City shall begin the resurfacing work provided for in this Agreement at a time mutually satisfactory to the parties, and shall complete said work in a prompt and timely manner. The City shall give the Borough written notice of the completion of the work so that the final inspection and acceptance may be performed by both parties.
8. The City and Borough understand and agree that work completed under this agreement shall be done by City contractors already under contract with the City. Upon completion of work, said contractors will invoice Borough directly for the full amount expended in preparation and resurfacing of Borough's portion of McNeilly Avenue. It shall be the Borough's responsibility to make payment in full directly to said City contractors upon receipt of invoice(s).
9. CITY is authorized to enter into this Agreement pursuant to Resolution No. _____, approved _____, and effective _____.
10. BOROUGH is authorized to enter into this Agreement pursuant to a vote of Council on March 3, 2014.

11. This Agreement shall be interpreted and governed under the laws of the Commonwealth of Pennsylvania.
12. This Agreement contains the complete understanding of the parties and may only be modified by further written Agreement entered into between the parties.

IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ATTEST:

CITY OF PITTSBURGH

By: _____
Mayor

WITNESS:

By: _____
Director, Department of Public Works

ATTEST:

BOROUGH OF DORMONT

Name: Willard McCartney
Title: Council President

By: _____
Name: Jeffrey Naftal
Title: Borough Manager

EXAMINED BY: _____
Assistant City Solicitor

APPROVED AS TO FORM: _____
City Solicitor

APPROVED AS TO FORM: _____
Borough Solicitor

COUNTERSIGNED: _____
City Controller



MEMORANDUM

Date: February 19, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Request for Residential Accessible Parking Space

Background:

Pursuant to the Accessible Parking Policy of the Borough, one resident has made application for a residential handicap parking space on the street in front of their house. The application was heard by the Traffic and Parking Planning Commission at their regular meeting on January 14, 2014 and because no decision was rendered, again at a special meeting on February 19, 2014. This application is attached for Council review.

Discussion:

The applicant is Ms. Michelle Hitchman of 1004 Biltmore Avenue. Ms. Hitchman requested a residential handicap parking space in front of her house because of difficulty walking. The Commission questioned a number of issues. One was the fact that the doctor's note attached to the medical certification only indicates medical issues but does not indicate any specific illness that makes the space necessary. In addition, the applicant has a long, flat driveway and a garage that she does not use. It was also noted by staff and the members of the Commission that there appear to be many available parking spaces on the street as most of the residents do utilize their off-street parking. And the Commission noted the steepness of Biltmore versus the flatness of Ms. Hitchman's driveway. Based on this the Commission voted to recommend not approving the request.

Recommendation:

I recommend that Council follow the recommendations of the Traffic and Parking Planning Commission regarding the above residential handicap parking space application and not approve a reserved accessible parking space for 1004 Biltmore Avenue.

JN

Attachments

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

1004 BILTMORE AVENUE DORMONT

CONTENTS

- 1: APPLICATION**
- 2: DRIVER'S LICENSE**
- 3: LETTER TO APPLICANT**
- 4: SITE INSPECTION**
- 5: PICTURES**



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

New Application: Renewal Application:

Applicant's Name: Michelle D. Hitchman
Applicant's Address: 1004 Baltimore Ave
Applicant's Phone Number: 412 349 1302
Applicant's Vehicle Make and Model: Hyundai "Accent" 2006

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

Person Completing Application: _____
Relationship to Applicant: _____
Address: _____
Phone Number: _____

To the Applicant:

- 1 Are you a resident of the Borough of Dormont?
 YES NO (please circle)
- 2 Do you rent the property where you are residing?
YES NO (please circle)
- 3 Do you possess a Person with Disability* (PD) registration plate issued by the Commonwealth of Pennsylvania?
If YES - Plate Number: No
If NO - Do you possess a PD* placard issued by the Commonwealth of Pennsylvania? YES - Placard Number: P69673D
 NO

4 Do you have private off-street parking (driveway, parking pad, garage, etc.) at your residence? YES NO (please circle)

If YES - explain why available off-street parking is unusable.

I am a handicapped person. I walk with a cane with a great deal of pain in my left foot; my right foot ankle swells up. I have to walk from my driveway and up a hill to my front porch carrying many bags to inside the house. I get tired very easily. Walking even short distances is a hardship for me. I live alone. I have no one to help me.

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

5 Are you:

Permanently Disabled

Disabled for one (1) year or more *expires /2018*

Other -

Explain: _____

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

See # 4 question

APPLICANT'S CERTIFICATION

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

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

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

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

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

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

Michelle D. Hitchman
Applicant's Signature

11/13/2013
Date

Office Use Only

Application Submitted Date: 1/5/14 JJC Site Inspected Date: _____

T&PPC Review Date: _____ Council Review Date: _____

Approved: _____ Denied: _____ Council President Initials: _____

Work Order Issue Date: _____ Manager Initials: _____

**Pittsburgh Internal Medicine
Associates - UPMC**

Paul Tepe, MD

Joseph Richetti, MD

G. Richard Zimmerman, Jr., MD

Beth Jenkins, DO

Debra Sallm, MD

Maya Nimgaonkar, MD

Rajani Kondaveeti, MD

Radhika Kondaveeti, MD

Katharine Will, PA-C

Julie Bullford, CRNP

Samantha Esposito, CRNP

PIMA Greentree
969 Greentree Road
Pittsburgh, PA 15220
412.920.0700 (P)
412.920.0947 (F)

PIMA Brentwood
4190 Brownsville Road
Pittsburgh, PA 15227
412.885.0100 (P)
412.885.0105 (F)

PIMA Castle Shannon
3754 Library Road
Suite 100
Pittsburgh, PA 15234
412.571.1022 (P)
412.571.1032 (F)

December 20, 2013

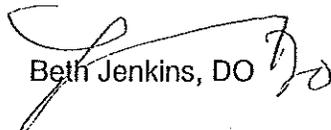
To Whom it May Concern:

Michelle Hitchman is a patient of Pittsburgh internal medicine Associates. She has medical conditions which make it difficult to ambulate without the need to stop and rest.

She has requested verification to accompany the Physician's Certification for her to have the ability to Park in front of her home in Dormont. While she doesn't meet the criteria listed on the certification form, she does have medical conditions which makes it difficult for her to ambulate without frequent rests.

We appreciate your consideration of this matter for Michelle Hitchman to be provided with parking adjacent to her home in Dormont. Thank you.

Sincerely,


Beth Jenkins, DO



Physician's Certification

Applicant's Name Michelle D. Hitchman

Applicant's Address 1004 Biltmore Ave, Pittsburgh, PA 15216

I, the undersigned physician, do hereby certify that:

1. I am a physician in good standing currently licensed to practice medicine in the commonwealth of PA.
2. The above named person (Applicant) is currently under my medical care; and
3. That the Applicant (*check all that apply*)
 - a. is immobile and restricted to a wheelchair.
 - b. is restricted by lung disease to such an extent that the person's forced expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than 60MM/HG on room air at rest.
 - c. uses portable oxygen.
 - d. has a cardiac condition to the extent that the person's functional limitations are classified in severity as Class III according to the standards set by the American Heart Association.
 - e. has a cardiac condition to the extent that the person's functional limitations are classified in severity as Class IV according to the standards set by the American Heart Association.
 - f. is a person in loco parentis of a person specified in one or more of the paragraphs (a-f) above.

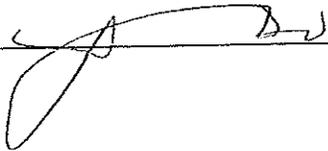
Physician's Name Beth Jenkins DO

Corporate Name (if different) _____

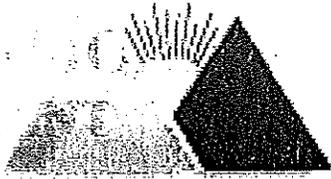
Type of Practice Internal Medicine

Physician's Business Address 3754 Liberty Rd Pittsburgh PA

Business Phone 412 571 1033 Date 12/22/13

Physician's Signature 

A Please see attached letters



BOROUGH OF DORMONT POLICE DEPARTMENT

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

MICHAEL J. BISIGNANI
CHIEF OF POLICE

PHILLIP A. ROSS
MAYOR

January 5, 2014

Michelle Hitchman
1004 Biltmore Avenue
Pittsburgh Pa. 15216

Dear Michelle,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on Tuesday January 14, 2014 at 7:00 P.M in the Borough Council Chambers concerning your application for a handicapped parking space at 1004 Biltmore Avenue.

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

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

Sincerely,

James Kolesky,
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

SITE INSPECTION 1004 BILTMORE AVENUE

On January 5, 2014, James Kolesky performed a site inspection at 1004 Biltmore Avenue, in regards to an application for a Handicapped Parking Space.

Kolesky observed that 1000 Biltmore Avenue is a single family residence. The 1000 block of Biltmore Avenue has a very steep incline with parking only on one side of the street which is which is the same side as the applicant's residence.

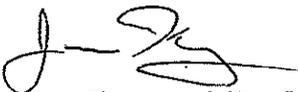
Kolesky observed that there is a driveway located on the left side of the residence. The driveway is flat and seems to have the same accessibility as parking on the street would have. Also observed is that every residence located in the 1000 block of Biltmore Avenue has off street parking and they seem to use it. The advantage of using the off street parking is that the grade is flatter in the driveways then in the street, which makes it easier to get in and out of parked vehicles.

Kolesky observed that there is a small no parking zone that starts at the Dormont/Mount Lebanon line and extends about 20 feet down the hill. This no parking zone is several residences away from the applicants. Also on my daily trips in this block I have noticed very few vehicles park on the street. I believe the reason is the steep grade along with every residence utilizing their off street parking.

There are no Handicapped Parking Spaces issued in the 1000 block of Biltmore Avenue.

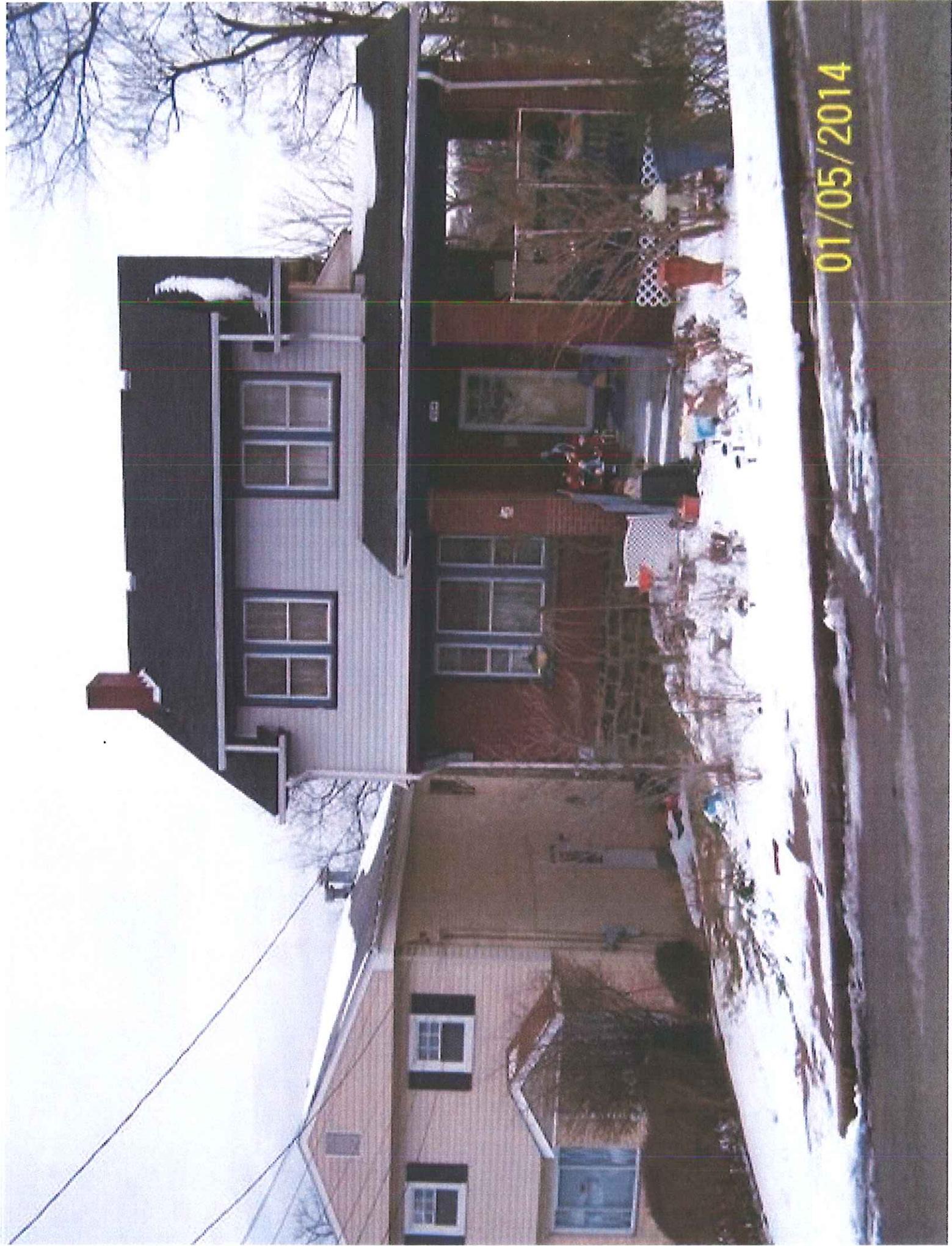
Please see digital pictures that accompany this site inspection.

James Kolesky


**Handicapped Parking
Coordinator**



01/05/2014



01/05/2014



MEMORANDUM

Date: February 13, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Resolution No. 05-2014 – Tax Collector Exoneration

Background:

Pursuant to Pennsylvania State Law, the Tax Collector is to report at the end of each fiscal year the amount of taxes still uncollected and then is to be exonerated of any responsibility for that debt as it is turned over to the Borough's collection agency, in our case Jordan Tax Services.

Discussion:

Resolution No. 05-2014 which is attached formally exonerates our Tax Collector, Harvey Lieberman as required by State Law. The amount of delinquent taxes for 2013 is \$110,354.49.

Recommendation:

I recommend that Council approve Resolution No. 05-2014 and exonerate the Tax Collector for the 2013 taxable year.

JN

BOROUGH OF DORMONT
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 05-2014

A RESOLUTION OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA EXONERATING THE TAX COLLECTOR OF THE BOROUGH OF DORMONT, HARVEY LIEBERMAN, FOR THE TAXABLE YEAR OF 2013 IN ACCORDANCE WITH THE TAX COLLECTOR'S REPORT WHICH WAS DATED JANUARY 31, 2014.

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

WHEREAS, Harvey Lieberman is the elected Tax Collector for the Borough of Dormont and has collected taxes for the year 2013 at a rate of 8.97 mils at face; and

WHEREAS, on approximately January 31, 2014 the said elected Tax Collector of the Borough of Dormont, Harvey Lieberman, has filed with the Borough of Dormont Council an accounting showing all taxes collected with the exception of \$110,354.49, the said taxes being delinquent and subject to lien and have been transferred to the delinquent and lien tax collector, Jordan Tax Service, Inc.

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

Section 1. That the Council of the Borough of Dormont exonerates Harvey Lieberman for taxes found to be delinquent in the amount of \$110,354.49 arising out of the collection of the 2013 tax duplicate in the amount of 8.97 mils at the face on behalf of the Borough of Dormont, and the said Borough of Dormont Tax Collector, Harvey Lieberman, is therefore, exonerated from the aforementioned delinquent taxes on the date below stated.

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

RESOLVED this 3rd day of March, 2014, by the Council of the Borough of Dormont.

ATTEST:

BOROUGH OF DORMONT

By: _____
Jeff Naftal
Borough Manager

By: _____
Willard McCartney
President

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

By: _____
Phil Ross
Mayor

HARVEY W. LIEBERMAN
DORMONT PROPERTY TAX COLLECTOR
BOROUGH OF DORMONT
KEYSTONE OAKS SCHOOL DISTRICT
1444 HILLSDALE AVENUE SUITE 12
PITTSBURGH, PA 15216
412-341-1151

<u>NAME</u>	<u>LINE NO</u>	<u>AMOUNT</u>
Amman Daniel X	63-G-290	841.39
Apel John W	98-R-222	940.06
Arriónè Rosàliè R	141-C-192	735.45
Arrington Andrew J	98-H-195	816.18
Barbieri Linda S	98-M-158	852.15
Bergman Bruce C	98-F-103	1360.75
Bernola Julio Npach Eco	98-C-215	995.67
Bonilla Benito Etal	97-A-247	563.32
Bova Joseph D	63-M-280	1173.28
Brennan John P	63-H-251	653.91
Reynolds Michael	98-H-307	857.53
Brooks Christina M	98-G-340	1110.49
Brownlee Matthew	62-E-320	11.66
Bushmàn Gòrdòn	98-H-95	507.79
Butchko Robert	98-R-321	1063.84
Butz Robert J	98-L-176	879.15
Campbell William J	63-C-291	1013.61
Cecil R Ann	63-R-6	1749.15
Coller Jeannine M Etal	98-D-240	1009.13
Dantóniò Phillip J	63-S-113	1329.35
Donoghe Sean	98-L-346	797.43
Dorn Charles	63-L-288	645.84
Eckert Lillian	63-L-325	1223.51
Evans Michael A	98-H-240	548.07
Farrell Hilary A	63-C-302	1091.65
Felman	63-R-52	470.79
Festa Charles J	98-K-37	1184.04
Francis Danielle	63-(-353	10.76
Franco Ralph D	98-D-7	549.86
Fromme Dianne	63-N-33	1128.43
Gännòn Dènnis J	98-L-31	1182.25
George Laurie Jan	98-D-372	1853.20
Johnson Jennifer C	98-S-87	901.49

Giuntini Jamie J	63-H-122	632.39
Hamilton Jacqueline M	98-H-67	840.49
Harris Cynthia D	98-B-190	594.71
Helebrand Lorraine C	97-E-99	739.13
Help Philip E	98-L-225	1184.04
Hillgrove Robert M	98-H-347	808.20
Household Finance Consumer Com	63-H-303	1161.62
Huntley Andrew W	98-C-73	850.36
Hutchison Dale R	98-D-109	980.42
Iocca Samuel N	98-B-52	634.54
Isaac Ruth A	98-L-260	625.21
Johnson John	63-M-83	39.47
Johnson John	98-S-95	80.94
Johnston Philip R	98-F-113	1184.04
Joseph Patricia	63-G-250	861.12
Julin Jill L	98-R-292	982.48
Karabasz Victoria Ann	63-S-48	1076.40
King Ray W II	63-H-157	647.63
Klimovich Peter Etal	63-L-290	665.57
Kortz Thomas R III	98-R-309	1019.89
Kosanchich Mark W	98-C-323	890.72
Kostas Dean C	98-R-252	1255.80
Kozarian Ronald C	98-C-261	502.95
Laffey William Timothy	63-L-142	1222.61
Laughner William Equity Trust	98-M-145	1062.05
Lawhorne Robert	63-S-18	2246.99
Letzkus Robert C	63-L-276	931.62
Long Kenneth Nelson	62-J-232	1147.98
Lori Quinto Robert	63-S-310	1139.19
Loyash Jason B	97-A-139	874.58
Macgregor William Phillips	63-M-104	783.98
Macgregor William Phillips	63-M-106	640.19
Marcucci Dan Etal	63-D-255	361.49
Mastrandini Antonio	63-D-314	269.10
Maus Paul K	98-D-56	662.88
Mccoy Maureen	98-H-264	722.98
Mccullough Tamra	98-L-157	1065.64
Merkle Mario	98-G-320	504.11
Metzger Daniel C	62-N-321	1027.07
Metzger Lois C	98-C-89	705.94
Metzger Sarah	98-L-143	927.50
Meyer Beverly S	98-S-89	156.99
Miller Ronald	98-H-43	507.70
Mulkerin Mary Ann Etal	98-H-34	510.21
Muse Jessica W	97-A-137	800.84

Palma Scott F	97-A-198	467.34
Patterson Robert E	62-E-292	570.30
Pelesky Joseph P Sr	63-S-191	924.81
Petragla Felice	63-D-310	359.10
Petrone Pasquale	63-D-312	269.10
Petropoulos John	98-D-87	1088.06
Powell Richard J	98-R-337	734.64
Primrose Stephen J	63-C-244	287.04
Probst George M Jr	98-L-8	743.52
Pyle Judith C	98-G-245	1014.78
Quinn Carol Ann	62-N-352	723.88
Ramsey Zelinda	63-D-252	178.50
Regan Margaret J	97-E-16	9.87
Regan Margaret J	97-E-18	737.33
Renzi Daryl G	63-S-304	732.85
Robson Mary M	63-G-377	808.20
Roell Richard W	98-L-188	990.29
Roscoe Gregory J II	63-M-150	1427.13
Rosleck Donna Clark	98-H-96	664.41
Satler Richard T	63-H-1	154.28
Seibel Karen M	97-E-262	522.05
Sharp Richard E	63-G-392	613.55
Sims Matthew J	98-H-232	627.00
Smith Casey O	98-G-120	2813.89
Smith Charles W	63-D-286	349.83
Smith Christopher J	98-H-165	984.91
Staab Michael J	98-C-234	1255.80
Stewart John T	63-D-324	358.80
Stewart Robert H	63-D-322	269.10
Stout Lynda Jane	63-C-270	896.10
Szuminsky Joseph Corelius	63-R-20	823.45
Tazza Mary	97-A-243	1.79
Thomas Carol L	63-H-263	653.02
Tibbets Ruth E	63-H-202	359.70
Torisky Martin G Jr	63-L-260	1025.27
Valenzuela Roberto	63-H-262	903.28
Varion Jeffrey Leslie	98-D-54	802.82
Wassel Rose M	63-H-250	525.55
Whaley Martin G	63-H-297	1010.92
Whittaker Harvey	98-L-178	1074.61
Wilson Marguerite	98-L-139	1221.71
Wolfe Kenneth C	98-C-317	840.49
Mosby Anthony	63-G-191	1013.61
Zema Christopher T	62-N-246	1201.08
Alexander Gregory Associates Inc	63-S-166	1560.78

Greenmount Ave LLC	98-C-400	1516.83
L And P Enterprises LLC	63-S-118	818.96
L And P Enterprises LLC	97-A-240	833.31
L And P Enterprises LLC	98-G-368	1056.67
L And P Enterprises LLC	98-G-67	1637.03
Lucy Corp Inc	98-S-116	22.43
Lucy Corp Inc	141-C-185	5.38
Palnet Properties LLC	98-S-101	858.43
South Island LLC	98-D-35	851.25
Stout Lynda Jane	63-C-268	11.66
Vensure LP	63-S-59	1567.06
<hr/>		
Total		110354.49



MEMORANDUM

Date: February 13, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Data Processing Purchases for FY 2014

Background:

The Fiscal Year 2014 Budget included a number of data processing purchases. Among these are a Police server, software, and the second year of implementation of a personal computer (PC) replacement schedule. All data processing purchases will follow the Borough's Purchasing Policy and be addressed individually in this report to Council.

Discussion:

PC Replacement Schedule: Council authorized placing all of the Borough's PCs on a three year replacement schedule. Because we currently have 21 PCs, there were seven (7) purchases last year and seven (7) more replacements each year thereafter including this Fiscal Year. Our IT consultant, Kirk Marburger, has determined that the best option for the Borough is to maintain our current source of PCs, Dell. Aside from the ability to standardize maintenance, the biggest reason is that they offer their government clients a 3 year warranty. That means that for our lifecycle of 3 years, each PC will always be covered by warranty for any needed repairs. Mr. Marburger priced out our PCs with advanced processing capability and they will include the latest software for Microsoft Office (word processing and spreadsheets for example). The attached quote from Dell is for the seven (7) PCs and comes to a total of \$6,306.86. Pursuant to our Purchasing Policy, this amount is below the amount that would require 3 written quotes. Funding for these is available in the Data Processing Department budget in the Administration Hardware and Police Hardware line items.

New Police Server: Council authorized the purchase of a new server for the Police Department that will house their Alert software. Again we intend to stay consistent and purchase from Dell which carries the same 3 year warranty as the PCs. The attached quote from Dell is for the server and comes to a total of \$5,481.19. Pursuant to our Purchasing Policy, this amount is below the amount that would require 3 written quotes. Funding for this is available in the Police Hardware line item of the Data Processing Budget.

Microsoft Server Software: This is the software from Microsoft which is required in order to run the new Police server noted above. It comes pre-installed by Dell but is charged separately which allows us to pay for it out of the software line item instead of the hardware line item. The attached quote from Dell is for the server software and comes to a total of \$770.14. Pursuant to our Purchasing Policy, this amount is below the amount that requires any quotes. Funding for this is available in the Police Software line item of the Data Processing Budget.

System Anti-Virus Software: This is software which protects all of the Borough's hardware and software from virus attacks. We have been utilizing Symantec but our contract expires this year. Candoris makes a product that is equally as effective but allows us to purchase 3 years of protection for what 2 years of Symantec would cost. The attached quote from Candoris is for the anti-virus software and comes to a total of \$2,884.00 for three years. Pursuant to our Purchasing Policy, this amount is below the amount that would require 3 written quotes. Funding for this is available in the Administration Software and Police Software line item of the Data Processing Budget.

Recommendation:

I recommend that Council authorize the purchase of 7 new PCs at a cost of \$6,306.86, a new Police server at a cost of \$5,481.19, new server software at a cost of \$770.14 and new anti-virus software at a cost of \$2,884.00.

JN



QUOTATION

Quote #: 673723397
 Customer #: 86036878
 Contract #: 70137
 Customer Agreement #: Dell Std Terms
 Quote Date: 01/22/2014
 Customer Name: BOROUGH OF DORMONT

Date: 1/24/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
SALES REP:	MOLLY WILKES	PHONE:	1800 - 4563355
Email Address:	Molly_Wilkes@Dell.com	Phone Ext:	80000

GROUP: 1 QUANTITY: 7 SYSTEM PRICE: \$900.98 GROUP TOTAL: \$6,306.86	
Description	Quantity
OptiPlex 7010 Minitower Base (225-2808)	7
3rd Gen Intel Core i7-3770 Processor (8MB, 3.4GHz) w/HD4000 Graphics, Dell Optiplex 7010 (318-2164)	7
8GB Dual Channel DDR3 1600MHz (4GBx2) (370-ABEK)	7
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop (331-9586)	7
No Monitor Selected, Dell OptiPlex (320-3704)	7
Intel® Integrated Graphics w/o Adapters, OptiPlex (320-3184)	7
500GB 3.5 6Gb/s SATA with 16MB DataBurst Cache, OptiPlex (342-3904)	7
Windows 7 Professional, No Media, 64-bit, OptiPlex, English (421-5606)	7
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	7
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex (421-5334)	7
Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision (330-9458)	7
Intel Standard Manageability, Dell OptiPlex 7010 (331-6245)	7
16X Max DVD-ROM Drive for MT and DT (429-AAEW)	7
Thank you for Choosing Dell (318-2231)	7
Heat Sink, Performance, Dell OptiPlex Minitower (331-5538)	7
Internal Speaker, Optiplex (318-0319)	7
Enable Low Power Mode for EUP Compliance, Dell OptiPlex (330-7422)	7
Regulatory label, Mexico, for OptiPlex 7010 MiniTower (331-6588)	7
Optiplex 7010 Minitower, Standard Power Supply (331-7780)	7
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	7
Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)	7
No ESTAR Settings, OptiPlex (331-8325)	7
No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)	7
Chassis intrusion switch, Dell OptiPlex (421-7229)	7
1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959)	7

No Quick Reference Guide,Dell OptiPlex (310-9444)	7
Shipping Material for System,Minitower,Dell OptiPlex (331-1268)	7
Microsoft Office Home and Business 2013, OptiPlex, Precision, Latitude (630-AABE)	7
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (995-1923)	7
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0903)	7
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	7
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	7
Dell ProSupport Service Offering Declined (991-2878)	7
Intel Core i7 Desktop Sticker (331-1565)	7

*Total Purchase Price:	\$6,306.86
Product Subtotal:	\$6,306.86
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by BOROUGH OF DORMONT for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at www.dell.com/servicecontracts.

All information supplied to BOROUGH OF DORMONT for the purpose of this proposal is to be considered confidential information belonging to Dell.

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QUOTATION

Quote #: 673717430
 Customer #: 110940413
 Contract #: 70137
 Customer Agreement #: Dell Std Terms
 Quote Date: 01/22/2014
 Customer Name: BOROUGH OF DORMONT

Date: 1/22/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
SALES REP:	MOLLY WILKES	PHONE:	1800 - 4563355
Email Address:	Molly_Wilkes@Dell.com	Phone Ext:	80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$5,481.19 GROUP TOTAL: \$5,481.19	
Description	Quantity
PowerEdge R520 (225-2980)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (938-8284)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (938-8294)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-9437)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-9677)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (996-8391)	1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
PowerEdge R520 Shipping (331-7113)	1
Risers with up to 4 x16 PCIe Slots (331-7118)	1
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades) (430-4715)	1
iDRAC7 Express (421-6084)	1
3.5" Chassis with up to 4 or 8 Hard Drives (318-2065)	1
SAS Cable for Hardware RAID (331-7108)	1
Bezel (318-1375)	1
RAID 1+RAID 5 for H710P/H710/H310 (2 + 3-6 HDDs) (331-7086)	1
PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)	1
Heat Sink,PowerEdge (317-9826)	1
Intel Xeon E5-2430 2.20GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (319-0021)	1
Heat Sink,PowerEdge (317-9826)	1
Intel Xeon E5-2430 2.20GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (319-0030)	1
4GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x8 Data Width (317-5135)	4
1333 MHz RDIMMs (331-4422)	1
Performance Optimized (331-4428)	1

146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-3978)	2
600GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-0849)	3
Electronic System Documentation and OpenManage DVD Kit for R520 (331-7116)	1
DVD+/-RW, SATA, INTERNAL (313-9090)	1
ReadyRails Sliding Rails Without Cable Management Arm (331-4434)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1
Power Distribution Board for Hot Plug Power Supplies (331-7112)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1

*Total Purchase Price:	\$5,511.18
Product Subtotal:	\$5,481.19
Tax:	\$0.00
Shipping & Handling:	\$29.99
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

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QUOTATION

Quote #: 673720745
 Customer #: 110940413
 Contract #: 19ACY
 Customer Agreement #: CA# 4400007199
 Quote Date: 01/22/2014
 Customer Name: BOROUGH OF DORMONT

Date: 1/22/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
SALES REP:	CASEY L CADWELL	PHONE:	1800 - 2893355
Email Address:	Casey_Cadwell@Dell.com	Phone Ext:	7250139

SOFTWARE & ACCESSORIES	GROUP TOTAL: \$770.14		
Product	Quantity	Unit Price	Total
VLA WINDOWS SERVER STD PER 2 PROCESSORS 2012 R2 (A7464477)	1	\$770.14	\$770.14
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00

*Total Purchase Price:	\$770.14
Product Subtotal:	\$770.14
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation. This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by BOROUGH OF DORMONT for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at www.dell.com/servicecontracts.

All information supplied to BOROUGH OF DORMONT for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



Proposal Information:

Prepared For:

Contact: Kirk Marburger
Account: Borough of Dormont
Address: 1444 Hillisdale Avenue
 Pittsburg, PA 15216
Phone: (412) 561-8900
Email: kmarburger@gmail.com

Prepared By:

Consultant: Denis Coan
Company: Candoris Technologies
Phone: ph:+1 724 506-8020
Fax:
Email: dcoan@candoris.com

Quote Info:

Date: 01/24/2014
Expires: 30 Days From Quote Date
Quote #: CAND 012214-03494

Comments: Three year for free with discounting.

QUOTE LINE ITEMS

System 1			
Prod-Family	Prod-Name	Prod-Description	Total Price
Software	EPAF3GSAA	Endpoint Protection - Advanced - 25-49 USERS - 36 MOS - GOV	\$4,809.60
		Qty. 40	Unit Price \$120.24
Subtotal			\$4,809.60
Discount			(\$1,925.60)
Total			\$2,884.00

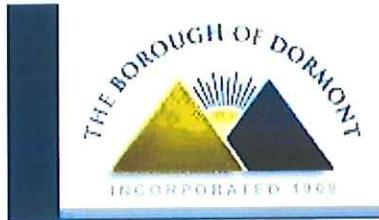
Decline Candoris Professional Services: Customer agrees that by declining Candoris Professional Services, customer is waiving Candoris of all liability for any issues that arise during or after installation, whether installation is conducted by customer or another party. A signature is required if no Candoris Professional Services are listed on quote. **Approved By** _____ **Date:** _____

Sales Quote Approval:

Approved By: _____ **Print Name:** _____ **Title:** _____ **Date:** _____

Terms & Conditions:

This Sales Proposal is subject to the Master Sales and Services Agreement (MSSA) set forth on our website, MSSA which can be found at <http://candoris.com/master-services-sales-agreement/>. The MSSA are hereby incorporated herein by reference. By accepting this sales proposal by written signature and/or issuance of Purchase Order, you specifically acknowledge that you (i) have read and understand MSSA, (ii) accept the MSSA fully without reservation or modification; and (iii) agree to be bound by the MSSA. Neither this Sales Proposal nor the MSSA Terms may be modified in any without our express written consent.



MEMORANDUM

Date: February 20, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Services Agreement for Management of Swimming Pool

Background:

As part of the Fiscal Year 2014 Budget process, Council authorized contracting with a management company to operate the swimming pool for the 2014 season. That allowed us to reduce the FY 2014 Budget by \$26,425. The company that had provided the quote and information on their services was Jeff Ellis Management (JEM) who proposed operating the swimming pool for \$99,875 in 2014.

Discussion:

Before proceeding any further with JEM Council asked that I seek out other companies who might be able to manage our pool. I was able to locate one company who indicated they thought they could do it but when I asked for references and operational standards I was never given any despite repeated requests. I therefore went back to JEM to confirm their pricing and work out an agreement. That agreement is attached to this report.

As I noted in my presentations to Council during the budget process, JEM operates most of the world's waterparks, including Sandcastle and Idlewild, as well as many municipal clients throughout the East Coast and Midwest. They have standards that are as high as or higher than any other lifeguard providers including the Red Cross. Attached to this report is a summary of their level of service. This information, along with an introductory video, is available on our website from when Council authorized the transition and can be found at the following link:

http://www.boro.dormont.pa.us/index.asp?SEC=7ABEFD80-7587-4FA2-A4E2-01F957F342AE&Type=B_BASIC

The attached Services Agreement specifically identifies what JEM will be responsible for within the Borough and runs from May 24, 2014 through September 1, 2014. The Borough can renew this agreement annually if they choose or opt not to renew at our discretion. Appendix A lists their specific duties. Appendix B lists the cost breakdown. Appendix C lists the specific hours of operation during each month of operation.

The cost for these management services is the same as discussed during the budget process, \$99,875. Because this is a service, competitive bidding is not required by our Purchasing Policy or the State. Funds for this service are available in the Pool Department budget, Contractual Services line item.

Recommendation:

I recommend that Council authorize me to execute a Services Agreement with Jeff Ellis Management to provide management and lifeguard services at the swimming pool during the 2014 season at a cost of \$99,875.

JN

Attachments

Cc: Kristin Hullihen, Recreation/Community Affairs Director
T. J. Conroy, Parks Foreman
Sherri Pruce, Bookkeeper

Jeff Ellis Management, LLC.

Borough of Dormont



2014 SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of this ~~2014~~^{3RD} day of ~~September~~^{March}, 2014 between **Borough of Dormont** (referred to herein as "Owner"), which has a mailing address of 1801 Dormont Avenue Dormont, PA 15216 and **Jeff Ellis Management, LLC.** (Referred to herein as "Vendor"), which has a mailing address of 508 Goldenmoss Loop, Ocoee, Florida 34761-4783.

WITNESSETH:

WHEREAS, Owner desires to engage Vendor as an independent contractor to perform the hereinafter-described services and Vendor desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK.

- (a) Vendor agrees to provide the Services and supply the Deliverables described in Appendix A, which is attached hereto. The scope of the Services may be modified upon the mutual written Agreement of the parties by revising Appendix A, which shall continue to be governed by the provisions of this Agreement. Services shall be provided for all aquatic facility locations set forth in Appendix A
- (b) In the event that additional assignments are agreed upon between Vendor and Owner, the parties shall execute addendums to this Agreement describing the additional assignments, including the fees, schedule and deliverables for that specific assignment.

2. TERM/TERMINATION.

The term of this Agreement shall be **May 24, 2014** through **September 1, 2014**, unless this Agreement is sooner terminated as provided herein. This Agreement shall remain in effect until the sooner of: (a) the completion by Vendor of all services specified in all Appendices hereto; or (b) as otherwise provided in the Agreement. Should both parties agree, this Agreement might be renewed for up to two (2) years.

Either party on thirty days prior written notice may terminate this Agreement. In the event of any such termination, Vendor shall be paid for all Services that it performed prior to such termination, including any authorized Services performed during the notice period.

Upon completion of Services or earlier termination of this Agreement, Vendor and/or its employees and subcontractors shall return to Owner all data, materials and other work product, other than as defined in paragraph 8, in their then current condition and return to Owner all data and materials, and any copies of such data and materials in Vendor's possession, supplied to it in connection with this Agreement.

3. PAYMENT FOR SERVICES.

- (a) Owner agrees to pay Vendor in accordance with the Fees set forth in Appendix B of this Agreement. Vendor shall submit to the Project Manager (as defined in Article 13) an itemized monthly invoice for the Services rendered on an hourly basis by labor category and other services as set forth on Appendix B, and authorized expenses incurred. Invoices shall be payable within fifteen (15) days of receipt. Vendor may suspend services provided to Owner upon giving twenty-four hours written notice of past due accounts and permanently end services to Owner if past due accounts remain unpaid past ten days from the published written notice of past due accounts. Vendor will assess 1.5% monthly finance charges on all past due account balances.
- (b) Failure by Owner to pay past due accounts owed to Vendor constitutes a breach of this Agreement and justifies termination by Vendor if balance remains unpaid exceeding ten days after written notice is served to Owner.

- (c) Owner may, upon notice to Vendor, withhold payments for work not performed in compliance with this Agreement and/or reasonably question any item(s) reflected on Vendor's invoice. Pending the settlement or resolution of the issue(s), the non-payment of these items shall not constitute a default of this Agreement. Owner shall pay all amounts due that are not in dispute. In the event Owner withholds any payments from Vendor due to non-acceptance of any work, Owner shall concurrently provide Vendor with detailed written notice setting forth the reason(s) for such non-acceptance, and Vendor shall have a reasonable opportunity to correct such work. Upon such correction, the withheld amounts shall be promptly paid. If Vendor disputes Owner's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

4. REIMBURSABLE COSTS AND EXPENSES.

- (a) Owner will reimburse Vendor's approved business expenses at cost or as otherwise set forth in Appendix B.
- (b) It is expected that all expenses associated with cost of materials, parts, and repair labor incurred by the Vendor, while conducting activities on behalf of Owner, will be at reasonable rates and that the Vendor will exercise prudence in incurring such expenses.

5. INDEPENDENT CONTRACTOR.

- (a) Vendor shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
- (b) Vendor also agrees not to be treated, or seek to be treated, as an employee of Owner for any purpose, including for the purposes of fringe benefits provided

by Owner, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. Vendor hereby represents that Vendor has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

6. COMPLIANCE WITH LAWS.

Vendor agrees to comply with all applicable Federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of permits, licenses and certificates where required and payment of applicable taxes. Vendor further agrees to hold harmless and indemnify Owner and its subsidiaries and affiliates against any loss or damage (including reasonable attorney's fees) that may be sustained by reason of the failure of Vendor to comply with such laws, ordinances, regulations and codes provided that Owner:

- (1) promptly notifies Vendor in writing of the claim; and
- (2) cooperates with Vendor in, and grants Vendor sole authority to control the defense and any related settlement.

7. COMPLIANCE WITH OWNER PROCEDURES.

- (a) Vendor agrees to comply with Owner's Drug Abuse Policy, which prohibits the selling, distributing, manufacturing, processing, using or being under the influence of illegal drugs or illicit narcotics (non prescriptive medication) as defined by the state in which the business is conducted and/or Federal Government, while on Owner business or on Owner premises. In the event that Vendor or any of Vendor's employees or subcontractors violates the aforementioned policy, said person will be barred from performing any further Services for Owner and this Agreement may be terminated by Owner.
- (b) Vendor agrees that it will comply with all of Owner's standard physical security procedures in place at Owner's locations where Vendor is performing work.

- (c) In the event this Agreement is terminated pursuant to the provisions of this Article no further liabilities or obligations shall accrue to Owner, except for any Fees due and owing for Services performed as of the time of such termination.

8. INDEMNIFICATION.

- (a) Vendor will defend, indemnify and hold Owner harmless from and against any claim that the Services, Deliverables or the Inventions delivered under this Agreement or Owner's use thereof infringe a patent, utility model, industrial design, copyright, trade secret, trademark or other third party intellectual property right or right of confidentiality in the country where Vendor performs Services, provided that Owner:
 - (1) Promptly notifies Vendor in writing of the claim; and
 - (2) Cooperates with Vendor in, and grants Vendor sole authority to control the defense and any related settlement.
- (b) Vendor will pay the cost of such defense and settlement and any costs, attorney's fees and damages awarded by a court of competent jurisdiction against Owner. If such a claim is made or appears likely to be made, Vendor may procure the right for Owner to continue using the Services, Deliverables, or the Inventions, or may modify, or may replace same. If use of the Services, Deliverables or Inventions is enjoined, Vendor will modify Services, Deliverables or Inventions and provide substitute Services, Deliverables or Inventions acceptable to Owner that do not infringe, or refund Owner for payments made for such Services, Deliverables or Inventions which are subject to any injunction.
- (c) Vendor shall separately defend, indemnify and hold Owner harmless from and against any claim, liability, loss, cost or expense (including reasonable attorneys' fees) arising out of or resulting from any personal injury or death

to persons, or damage to property, in the performance of the Services caused by the negligence or willful misconduct of Vendor, Vendor's employees, agents, or subcontractors provided that Owner:

- (1) Promptly notifies Vendor in writing of the claim; and
- (2) Cooperates with Vendor in, and grants Vendor sole authority to control the defense and any related settlement.

9. LIMITATION OF LIABILITIES.

Owner AND Vendor SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING TO THIS AGREEMENT IN EXCESS OF THE FEES AND EXPENSES PAID TO Vendor, EXCEPT PURSUANT TO Vendor's INDEMNIFICATION OBLIGATIONS CONCERNING THIRD PARTY CLAIMS AGAINST Owner UNDER ARTICLE 9. IN NO EVENT SHALL Owner AND Vendor BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF Owner AND Vendor HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INSURANCE.

Vendor shall obtain and maintain in force, at its own expense, throughout the performance of its obligations under this Agreement, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Vendor's operations, the operations of Vendor's subcontractors and of any other entity directly or indirectly engaged by Vendor in connection with the Services as described in Appendix A. This insurance shall include the following coverage with limits no less than those set forth below:

Comprehensive General Liability: Combined Single Limit (CSL) including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$2,000,000 CSL.

Workers Compensation and Employer's Liability: Workers Compensation Insurance at maximum limits statutorily required for each state in which Vendor will operate under the terms of this Agreement, and Employer's Liability coverage in the minimum amount of \$1,000,000.

Comprehensive Automobile Liability: Comprehensive Automobile Liability in the minimum amount of \$1,000,000 CSL per occurrence for bodily injury and property damage (covering owned and non-owned vehicles).

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Vendor are intended to and shall not in any manner limit the liabilities and obligations assumed by the Vendor under this Agreement. The aforementioned coverage may be provided in the form of a blanket policy.

11. TAXES.

- (a) The fees and charges reflected in Appendix B hereof are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear, as a separate item on Vendor's invoice and Owner shall be liable for the payment of such taxes to Vendor.
- (b) Notwithstanding the foregoing, Owner shall not be responsible for any foreign, federal, state or local taxes based on Vendor's net income or receipts, or such other taxes based on Vendor doing business in any particular jurisdiction.

12. REPRESENTATIONS AND WARRANTIES.

- (a) Vendor represents and warrants that the Services performed pursuant to this Agreement shall be performed in a professional manner by individuals well qualified to perform such work, and agrees to provide Owner, on request, with information concerning the individuals' experience, which affirms these qualifications.
- (b) Vendor hereby represents and warrants that the Services, the Deliverables, the Inventions, and any information, material, products, designs,

specifications or instructions provided by Vendor, or the use of any of the foregoing, do not infringe any patent, utility model, industrial design, copyright, trade secret, trademark or any other third party intellectual property right or right of confidentiality in any country where Vendor performs Services or delivers Deliverables or Inventions.

13. PROJECT MANAGEMENT AND REVIEW MEETINGS.

- (a) Owner shall assign a Owner employee (the "Project Manager") to manage the assignment and oversee the Vendor. The "Project Manager" is responsible for monitoring the Vendor's work, for review and approval of invoice documentation and shall act as the agent for the purpose of any notices required or given under this Agreement. Vendors direct interface with Owner shall be the assigned Owner Project Manager. The assigned Project Manager for this Project is:

Owner Project Manager: Kristin Hullihen, Borough of Dormont

Telephone Number: (412)561-8900

Owner Address: 1801 Dormont Avenue Dormont, PA 15216

- (b) Unless otherwise provided, Vendor shall attend review meetings with Owner personnel every month during the term of the Agreement to discuss the progress of the Services and to report on and deliver work completed and in progress during the preceding two weeks.

14. PUBLICITY.

Both parties agree not to use the name of the other party or any of its affiliated companies in any sales or marketing publication or advertisement or make any public disclosure except as may be legally required, relating to this Agreement or the other party or any of its affiliated companies, without obtaining the prior written consent of the other party.

15. NON-SOLICITATION.

During and for a period of one year following termination of this Agreement, each party will not, without prior written consent of the other party, hire or attempt to hire any employee of the other party or its subsidiaries or affiliates, who were involved in the performance of services hereunder.

16. NON-DISCRIMINATION.

Vendor agrees to comply and to cause its agent(s) and/or subcontractors to comply with the provisions of all applicable federal, state, and local laws, regulations and executive orders relating to equal opportunity and nondiscrimination in employment, and the use of minority business enterprises, to the extent that any such laws, orders and regulations are applicable in the performance of their work hereunder. For the purpose of this Agreement, the provisions of such laws, orders and regulations shall be deemed an integral part of this Agreement to the same extent as if they were written at length herein.

17. NON-SUBORNATION.

Each Party agrees that in performance of its obligations under this Agreement, it will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this Agreement.

18. WORK POLICY.

- (a) Vendor agrees to observe the working hours, work rules, building security measures and holiday schedule of Owner when on Owner premises, which will be provided to Vendor upon request; provided, however, that adherence to such working hours and schedules shall not constitute justification for non- accomplishment of agreed upon schedules and deadlines.
- (b) Vendor further agrees to employ all reasonable efforts to meet Owner's assignment deadlines and documentation standards, as applicable. Unless otherwise agreed upon, Vendor shall meet with Owner personnel to discuss and review the progress of the current assignment on a regular basis.

19. GENERAL PROVISIONS.

- (a) Paragraph Headings. Paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- (b) Waiver. Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.
- (c) Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- (d) Subcontractors. Owner reserves the right of approval of all subcontractors, which approval will not be unreasonably withheld by Owner. Approval of any subcontractor by Owner shall not constitute the superseding or waiver of any right of Owner to reject work, which is not in conformance with its standards or this Agreement. Vendor shall be fully responsible for its subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between Owner and any subcontractor, nor any

obligation on the part of Owner to pay or to see to the payment of any money due any subcontractor as may otherwise be required by law.

- (e) **Record Retention.** Vendor agrees to maintain complete and accurate accounting records in accordance with sound accounting practices to substantiate Vendor's charges hereunder. Vendor shall preserve such records for a period of not less than three years after completion of the pertinent Services. Owner shall have access to such records for purposes of audit through an accounting firm selected and paid by Owner, provided Owner shall be limited to one audit. Any such review of Vendor's records shall be conducted upon not less than seven (7) calendar days prior written notice at a place where Vendor's records are customarily maintained at reasonable times during normal business hours.
- (f) **Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior consent of the other; provided, however, that Owner may assign any rights or obligations to a subsidiary or affiliate or to any third party assuming all or part of the business function of the Owner unit which will receive the Services and Deliverables provided hereunder upon notice to Vendor.
- (g) **Modification.** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives. All legally required amendments will automatically become part of this Agreement ten days after notification to both parties.
- (h) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Pennsylvania as if the Agreement were made in Pennsylvania for performance entirely within the State of Pennsylvania. Both parties consent to jurisdiction and venue in the state and federal courts of the State of Pennsylvania.
- (i) **Complete Agreement.** This Agreement together with Appendix A, Appendix B and Appendix C constitutes the entire Agreement of the parties with respect to its subject matter and may not be modified in any way except by

written Agreement signed by both parties. There are no other Agreements either express or implied with regard to this subject matter.

19. PROPRIETARY INFORMATION.

All Services and Deliverables provided to the Owner, as set forth in this Agreement by Vendor shall remain the property and/or intellectual property of the Vendor. Owner agrees to treat all proprietary information provided by Vendor as confidential and shall refrain from using or sharing with other parties unless it receives written permission from Vendor.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

Vendor: Jeff Ellis Management, LLC.

Owner: Borough of Dormont

By: _____

By: _____

Print Name: Elaine Cinelli

Print Name:

Title: VP - Business/Finance

Title:

Date:

Date:

APPENDIX A

SERVICES AND DELIVERABLES

Scope

1. Vendor agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Owner at the following location(s):

1801 Dormont Avenue Dormont, PA 15216

2. Vendor will perform the following professional aquatic facility management services for the Owner's aquatic facilities identified above:
 - a. Vendor shall employ, train, assign, schedule, and supervise employees to safely operate said aquatic facility or facilities pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual that is published by Jeff Ellis & Associates, Inc. for the term of this Agreement.
 - b. Vendor will administer, supervise and otherwise manage the daily operations of said aquatic facility or facilities for the term of this Agreement.
 - c. Vendor will provide general cleaning, sanitation, organization, and maintenance of the front gate and/or admissions area, locker rooms, lavatories, showers, pool decks, water attractions, spas, swimming pools, filtration rooms, pumps and other aquatic facility equipment for said aquatic facility or facilities for the term of this Agreement.
 - d. Vendor will sanitize, vacuum, operate filtration equipment and otherwise maintain water quality for all aquatic facility or facilities spas and swimming pools identified in Appendix A.
 - e. Vendor will administer, schedule and conduct swimming lessons, coach swim team and provide other aquatic educational/recreational programs for said aquatic facility or facilities for the term of this Agreement as specifically requested by Owner.

- f. Vendor shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:
 - i. Organize, sanitize, make ready and otherwise prepare the front gate and/or admissions area for a timely opening according to the published aquatic facility-operating schedule mutually agreed upon by Vendor and Owner.
 - ii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - iii. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.
 - iv. Operate and maintain swimming pool filtration equipment to achieve optimal water quality.
 - v. Distribute, ready and position emergency rescue equipment for use.
- g. Vendor shall perform the following daily operational services for said aquatic facility or facilities:
 - i. Assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
 - ii. Assign and schedule the lifeguards and/or attendants to provide general supervision for daily operations.
 - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
- h. Vendor shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
 - i. Collect and remove trash from all facility trash receptacles.
 - ii. Collect and store emergency rescue equipment for future use on a daily basis.
 - iii. Organize, sanitize, make ready and otherwise prepare the front gate and/or admissions area for a timely opening according to the published aquatic facility-operating schedule.

- iv. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - v. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.
 - vi. Operate and maintain swimming pool filtration equipment to achieve optimal water quality.
3. Vendor will provide, maintain and operate the following emergency rescue equipment for said aquatic facility or facilities:
 - a. Automatic External Deliberator
 - b. Supplemental Oxygen Support Unit
 - c. Bag Valve Mask
 - d. Oral Suction Device
 - e. Seal Easy Mask(s)
 - f. Rescue Tube(s)
 - g. Life Jacket(s)
 - h. Spinal Management and Extrication Board
4. Vendor develop and Emergency Action Plan pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

Term

1. The term of this Agreement shall be **May 24, 2014 through September 1, 2014.**

Operating Schedule

1. Vendor shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Vendor and Owner as described in Appendix C.
2. Vendor reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Vendor agrees to notify Owner when temporarily aquatic

facility closings occur and provide an explanation for said closing. Vendor agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

APPENDIX B

Service Fees and Deliverables Costs

Vendor’s Management Fee	\$2,000.00
Insurance	\$2,725.96
Labor	\$93,148.56
Maintenance Support	\$n/a
Logistical Support	\$
Materials and Equipment	\$2,000.00
Other-	\$n/a
CONSULTING AGREEMENT TOTAL COST	\$99,874.52

Payment Schedule

Amount Due on or before 5/01/2014	Amount Due on or before 6/01/2014	Amount Due on or before 7/01/2014	Amount Due on or before 8/01/2014
\$24,968.63	\$24,968.63	\$24,968.63	\$24,968.63

Owner agrees to deliver above installment payments to Vendor’s business address by the specified delivery dates as follows:

Jeff Ellis Management, LLC.
 Attention: Elaine Cinelli
 508 Goldenmoss Loop
 Ocoee, Florida 34761-4783
 (800) 742-8720

APPENDIX C

Vendor agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule:

Operating Calendar

May 2014	Operating Dates Weekends: 24, 25, 31 Weekdays: 27-30 Memorial Day: 26	Operating Times 12 PM to 8 PM 4 PM to 8 PM 12 PM to 6 PM
June 2014	Operating Dates Weekdays: 2-6, 9, 10 Weekends/Daily: 1, 7, 8, 11-30	Operating Times 4 PM to 8 PM 12 PM to 8 PM
July 2014	Operating Dates 1, 2, 3, 5-31 July 4 th	Operating Times 12 PM to 8 PM 12 PM to 6 PM
August 2014	Operating Dates Daily/Weekends:1-24, 30, 31 Weekdays: 25-29	Operating Times 12 PM to 8 PM 4 PM to 8 PM
September 2014	Operating Dates 1	Operating Times 12 PM to 3 PM

NOTE: The Vendor adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, one additional labor hour is factored into daily operating schedule shown above.

We Lead the Industry - Here's Proof

Jeff Ellis & Associates, Inc. consistently leads the aquatic industry with both technological and programming advancements. Known for many firsts in the field, we are always striving for innovations that will help improve aquatic safety.

The FIRST U.S. national service provider to...

- Create a comprehensive lifeguard training program (including lifeguard manual – 1994) combining First Aid, Professional Rescuer CPR, Oxygen Administration, AED, and lifeguarding skills into one curriculum.
- Develop a lifeguard training program specifically for use in waterparks.
- Develop a shallow water lifeguard training program for use in swimming pools, waterparks, and resorts.
- Introduce in-water rescue breathing technology using the Easy Seal™ mask.
- Develop, implement, and mandate use of the rescue tube to execute all in-water aquatic rescues.
- Develop and implement use of two-lifeguard spinal management and water extrication technology.
- Design and implement a national lifeguard auditing program for clients participating in CARMP.
- Develop and implement Automated External Defibrillation (AED) training into its lifeguard curriculum.

The ONLY U.S. national service provider to...

- Mandate auditing for all E&A Licensed Lifeguards through our International Lifeguard Training Program™ working at E&A client facilities.
- Provide a mandatory and enforceable lifeguard accountability program.
- Implement and include oxygen support technology into lifeguard training curriculum.
- Require E&A client facilities to provide emergency oxygen equipment onsite.
- Require a two-minute AED and one-minute oxygen operating standard for E&A client facilities.
- Administer an annual National Lifeguard Challenge.
- Develop and mandate Vigilance Awareness Training® program at E&A client facilities.

We lead industry standards

- Our 10/20 Second Protection Standard and 10/3 Minute Protection Standard have become the recognized worldwide industry standards for lifeguard scanning and swimmer protection in swimming pool and open water environments.
- EAP operating criteria for extrication and delivery of oxygen and AED at E&A client facilities.
- Mandatory reporting of Lifeguard Rescues and unconscious (submersion) events.



Comparison between Jeff Ellis & Associates and Other Providers

Description	E&A	ARC (Red Cross)	StarGuard	NASCO
Provides Aquatic Safety and Risk Management Consulting Services as part of the program	Yes	No	No	No
Provides an all inclusive lifeguard training program combining First Aid, CPR, lifeguarding, oxygen support and AED use into a single comprehensive curriculum and text	Yes	No – Oxygen Training not included	No – Multiple Texts	No – Oxygen and AED not included
Mandates annual lifeguard-CPR training	Yes	Yes	Yes	No
Lifeguard training certification or license validity period	1 Year	3 Years	2 Years	2 Years
Mandates monthly lifeguard in-service training for all licensed lifeguards	Yes	No	No	No
Publishes and maintains an annual national aquatic accident and rescue database for rescue technology research	Yes	No	No	No
Provides lifeguard auditing services	Mandatory	Optional**	Optional	Optional
Provides proactive standards for guest protection and patient care	Mandatory	No	No	No
Provides oxygen support training for lifeguards	Mandatory	Optional	No	No
Provides AED training	Mandatory	Optional	Optional	Optional
Provides aquatic accident investigation services	Mandatory	No	No	Optional
Provides aquatic litigation support services	Yes	No	No	Yes
Provides aquatic facility safety inspections	Yes	Yes	No	Yes
Mandatory lifeguard accountability protocols	Yes	No	No	No
National lifeguard challenge	Yes	No	No	No
International Safety Aquatic School	Yes	No	No	No
International acceptance and recognition of services	Yes	Yes	No	No
Provides comprehensive risk management program for aquatic facilities	Yes	No	No	No
Provides complete scope of service insurance coverage	Yes	No	No	No

*** ARC requires clients that participate in their lifeguard auditing program to sign an indemnity and hold harmless agreement. This agreement obligates the client to provide a legal defense following a loss and litigation for this national lifeguard training organization until a final court judgment is reached.*



Comprehensive Aquatic Risk Management Program

E&A Client membership has its privileges! As an E&A client you will become a partner with exclusive benefits found only with the E&A Comprehensive Aquatic Risk Management Program. This one-of-a-kind Comprehensive program provides a full service client relationship for Aquatic facilities. When you partner with E&A you receive unparalleled service, programs and resources to maintain a drowning free environment.

Program Highlights:

On-Going Consulting Relationship. Jeff Ellis & Associates, Inc. is the leading International Aquatic Safety & Risk Management consulting firm. Imagine the full support of the E&A team being in your corner, with direct access to your assigned Client Manager with a single phone call. No other agency provides this level of consulting in the absence of hourly fees.

Comprehensive Aquatic Risk Management Handbook. The one-of-a-kind program is presented in a reference handbook which outlines the proactive standards, policies and procedures which drive the unmatched safety record of our clients.

Licenses v. Cards. All other training agencies issue Certification cards while E&A issues Lifeguard Licenses to E&A client lifeguards. What's the difference...a license holds the lifeguard accountable to maintain the 10/20 Protection Standard at all times, maintain lifeguard rescue skills and CPR/FA/AED skills to "test ready" levels at all times. A card simply states that the person passed the course but does not provide for the maintenance of the skills beyond the day the card was signed. As an owner/operator you can't gamble on "test ready" performance when a real incident occurs...E&A Licensed Lifeguards are competent and confident at all times.

Accountability Based Philosophy. Accountability drives results! E&A Licensed Lifeguards are accountable to maintain the terms of their license and E&A Client facilities are accountable to implement the Comprehensive Program. Aquatic Facility Operational Safety Audits are designed to identify potential risk exposures before they become catastrophic; put forth recommendations, consultation or remediation to reduce or eliminate said exposure. Subsequent audits seek to validate the reduction or elimination of the exposure.

Complete Scope of Service Protection. Other training agencies provide a narrow scope of service...Training of your Lifeguard Instructors. As such their insurance coverage does not cover any more than that training. E&A carries a special Professional Liability Policy with a bodily injury inclusion which covers our entire scope of service from consulting to lifeguard training to Audits. We have skin in the game and stand behind our services.

Participation in the Comprehensive program and E&A Client Status also provides these value added services:

- Full access and authorization to Instructor Level training in the International Lifeguard Training Program™ (ILTP™)
- Site Plan review consulting for new projects/expansion
- Accident Investigation/Litigation Support Services
- Full access and implementation of the Vigilance Awareness Training Program® (VAT®)...An E&A Client exclusive!!





Jeff Ellis & Associates Pennsylvania Clients:

Split Rock Vacation Charter Club

AIG MA

Cedar Fair- Dorney Park Wildwater Kingdom

YMCA Brandywine Valley- Kennett Area Branch

YMCA Brandywine Valley- West Chester Branch

YMCA Brandywine Valley- Brandywine Branch

YMCA Brandywine Valley- Downtown Branch

Hershey Entertainment and Resorts

Splash Lagoon

Palace Entertainment- Sandcastle Waterpark

Palace Entertainment- Idlewild and Soak Zone



MEMORANDUM

Date: February 13, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Award of Bid – Masonry Project at Thomas Lloyd Recreation Center

Background:

Council approved \$12,650 in the 2014 Budget to make masonry repairs to the pool side wall of the Thomas Lloyd Recreation Center. We are currently utilizing Falcone Brothers Masonry for similar repairs to the front of Borough Hall and the side of the Gymnasium. The Borough Engineer asked them for a quote to do the work in the 2014 Budget.

Discussion:

The attached report from the Borough Engineer details Falcone's response and explains why they are being recommended for this project. The Borough Engineer and I are satisfied they can perform the work for this project based on their work currently for the Borough. And they are able to do the work for the budgeted amount of \$12,650. Funding for this project will come from the Capital Reserve Fund.

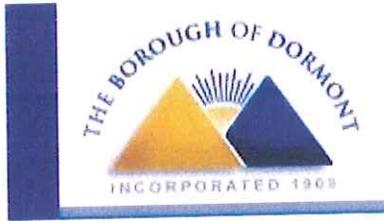
Recommendation:

I concur with the Borough Engineer and would ask Council to award the Thomas Lloyd Recreation Center Masonry Project to Falcone Brothers Construction for a total cost of \$12,650.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer
Pat Kelly, Building Official



MEMORANDUM

Date: February 3, 2014

To: Jeff Naftal, Borough Manager

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

Subject: **RECOMMENDATION FOR PAYMENT**
Falcone Brothers Masonry
Pool Recreation Center, Masonry Improvements (Rear)
Application for Payment

I am in receipt of a revised proposal from Falcone Brothers Masonry for the masonry repairs at the rear of the recreation center in the amount of **\$12,650.00**. I have reviewed the revised proposal and find that the amount of the revised proposal is unchanged from that which was originally approved by council; and that only the line items were revised to account for a tabulation error in the original proposal.

I therefore recommend acceptance of the revised proposal attached.

To accept the proposal, please sign the revised proposal and return to me along with a check in the amount of \$1,160.00, which is the down payment for the work. I will forward to the contractor and develop the construction schedule.

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

P R O P O S A L

December 20, 2013

Submitted To: Wayne McVicar, Dormont Borough Engineer
T.J. Conroy, Dormont Park Superintendent

Job Site: Rear of rec building at Dormont pool

Re: Remove and replace steel lintels. Repair brick veneer at rear of building.

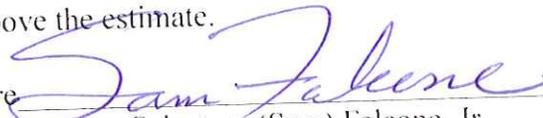
Build scaffolding at rear of recreation building at Dormont pool. The work area will be covered in and heated for working in moderate cold weather. Cut out one or two courses of brick above every window and remove damaged steel lintels. Install 14-42" heavyweight primed steel lintels @ \$500 each (\$7,000), 6-64" steel lintels @\$600 each (\$3,600) and 4-32" steel lintels @ \$400 ea. (\$1,600). Reinstall cleaned bricks above windows. New bricks to match will be used as needed. Cost to replace lintels is \$12,200.

Jackhammer out right rear damaged, split corner of building. Reinstall original, cleaned bricks and new bricks to match as needed. Strike the joints, brush, and finish. Spot point any open mortar joints at the rear as needed. Cost is \$450.

The total cost for the rear of the building is \$12,650. The price includes all labor, material, scaffolding, clean-up, and hauling away any debris. Payment is to be made as follows: \$3,160 down payment for material and scaffolding, \$3,160 when job is 1/3 complete, \$3,160 when job is 2/3 complete, and \$3,170 upon completion of the job.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Authorized Signature


Salvatore (Sam) Falcone, Jr.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We have three (3) days to cancel the proposal.

Signature _____

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

P R O P O S A L

December 20, 2013

Submitted To: Wayne McVicar, Dormont Borough Engineer
T.J. Conroy, Dormont Park Superintendent

Job Site: Rear of rec building at Dormont pool

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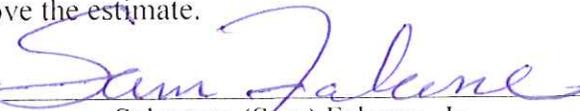
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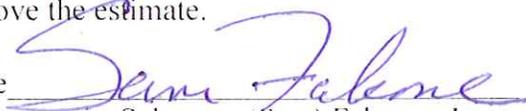
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Salvatore (Sam) Falcone, Jr.

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Signature _____

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

I N V O I C E

January 29, 2014

Invoice number 1401

Down payment for rear of rec center—Material and scaffolding

Total amount due is \$3,160



MEMORANDUM

Date: February 13, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *jn*
Subject: Award of Bid – 2014 Sanitary Sewer Project - Lining

Background:

The Borough Engineer has broken out the 2014 Sanitary Sewer Project into its various components for the purpose of obtaining quotes. These areas are: televising of lines; cured-in-place pipe lining; manhole repairs; and all other repairs to lines including replacements. Each of these separate areas will be brought to Council for approval from the total budget of \$500,000.

Discussion:

The Borough Engineer is recommending that we use cured-in-place pipe (CIPP) lining for a portion of our sewer maintenance. CIPP is one of several trenchless rehabilitation methods used to repair existing pipelines. Trenchless methods save money by not requiring street rehabilitation and expensive shoring during deep digs. CIPP is a jointless, seamless, pipe-within-a-pipe and is capable of rehabilitating pipes ranging in diameter from 4" to 110". This is more than sufficient for the pipes in our system. CIPP is one of the most widely used rehabilitation methods and is used not only in sanitary sewer pipes but also in water, gas, and chemical pipelines.

The attached report from the Borough Engineer details his recommendation as to why we should utilize Insight Pipe Contracting for the CIPP lining portion of the 2014 Sanitary Sewer Project. He is proposing to utilize COSTARS for this part of the project. Because COSTARS is a statewide competitive bidding service we are permitted by our Purchasing Policy to procure these services without needing to go to a formal bid process.

The price proposed by Insight is \$34,075 and the Borough Engineer and I believe that this is a good price for this type of work. If Council approves this purchase there will be \$465,925 remaining for the other project areas. As noted in the Engineer's report, there is a possibility that this portion of the project will come in lower than the bid price. Should that occur we will spend the savings on additional work on our sanitary sewer system.

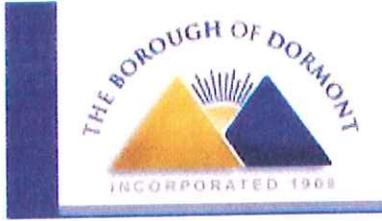
Recommendation:

I concur with the Borough Engineer and would ask Council to award the lining portion of the 2014 Sanitary Sewer Project to the COSTARS bidder, Insight Pipe Contracting for a cost of \$34,075.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer



MEMORANDUM

Date: February 10, 2014

To: Jeff Naftal, Borough Manager

CC: Sherri Abbondanza, Book Keeper

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

Subject: **RECOMMENDATION OF AWARD**
2014 Cured-In-Place Pipe Lining Contract

On January 24, 2014 proposals were requested under CoStars for the above captioned project. Since for 2014 only one contractor has been certified under CoStars to do slip-lining work, that being Insight Pipe contracting, LP, only one quote was solicited. On Friday, February 7, 2014, the Borough received a quote from Insight Pipe contracting, LP. A bid tabulation has been prepared and is enclosed for your use. The following is the amount of the bid received:

Insight Pipe Contracting, LP	Bid: \$34,075.00
232 East Lancaster Road	
Harmony, Pa 16037	

My review of the proposal indicates that all totals are mathematically correct and reasonable, except as follows:

I had a concern with Item #4 in the amount of \$5,600 to remove the collapsed liner in the 18" sewer on Dell Avenue. I discussed this bid amount with Robert Carpenter at Insight Pipe, Inc. who prepared the quote. He advised that the liner removal if needed was anticipated to be a 2-day job, and the price bid is basically a 2-day labor and equipment charge, consequently the apparent higher cost. Considering his explanation, a labor & equipment rate of \$2,800/day is reasonable. It should be noted that it was his opinion that the liner removal may not be required at all. If the contractor can get the new liner through the collapse, they will be able to line over it, in which case no payment would be made on this bid item resulting in a savings of \$5,600.00. That call would be made when they bypass pump and do the pre-CCTV inspection.

Recommendation:

Insight Pipe Contracting, LP, has done a substantial amount of work in the Pittsburgh including Dormont, and I find their work to be professional and satisfactory. I would therefore have no objection to the award of the contract to Insight Pipe Contracting, LP for the bid amount of \$34,075.00.

Borough of Dormont 2014 PREVENTATIVE MAINTENANCE CONTRACT TABULATION OF BIDS RECEIVED DATE: February 7, 2014				Insite Pipe Contracting, LP 232 East Lancaster Road Harmony, Pa 16037	
#	ITEM	QUANTITY & UNITS	MINIMUM PRICE	UNIT PRICE	TOTAL
CIPP Lining from Manhole 819-90 to Manhole 926-78 (209 LF 10" VCP)					
1	Provision of By-Pass Pumping, complete in place	1 LS		\$50.00	\$50.00
2	Provision of Traffic Control as needed., complete in place	1 LS		\$50.00	\$50.00
3	Preliminary CCTV Inspection, complete in place	210 LF		\$5.00	\$1,050.00
4	Removal of the collapsed spot liner 0'-18.5' from MH 819-90, complete	1 LS		\$5,600.00	\$5,600.00
5	Jetting & light cleaning of the sewer, complete in place.	210 LF		\$2.00	\$420.00
6	Installation of 10" manhole-to-manhole CIPP Liner including	210 LF		\$25.00	\$5,250.00
7	Re-installation of any lateral connections, complete in place.	1 EA		\$10.00	\$10.00
8	Post-Construction CCTV Inspection, complete in place	210 LF		\$1.00	\$210.00
9	Heavy cleaning & Root Removal, complete in place, (If and where	4 IOUR		\$340.00	\$1,360.00
CIPP Lining from Manhole 819-136 to Manhole 819-150 (239 LF 8" VCP)					
10	Provision of By-Pass Pumping, complete in place	1 LS		\$50.00	\$50.00
11	Provision of Traffic Control as needed., complete in place	1 LS		\$50.00	\$50.00
12	Preliminary CCTV Inspection, complete in place	240 LF		\$5.00	\$1,200.00
13	Jetting & light cleaning of the sewer, complete in place.	240 LF		\$2.00	\$480.00
14	Heavy cleaning & Root Removal, complete in place, (If and where	4 IOUR		\$275.00	\$1,100.00
15	Installation of 8" manhole-to-manhole CIPP Liner including	240 LF		\$18.00	\$4,320.00
16	Re-installation of any lateral connections, complete in place.	6 EA		\$10.00	\$60.00
17	Post-Construction CCTV Inspection, complete in place	240 LF		\$1.00	\$240.00
18	Site Restoration, Complete in Place	1 LS		\$100.00	\$100.00
CIPP Lining from Manhole 819-150 to Manhole 819-149 (278 LF 8" VCP)					
19	Provision of By-Pass Pumping, complete in place	1 LS		\$50.00	\$50.00
20	Provision of Traffic Control as needed., complete in place	1 LS		\$50.00	\$50.00
21	Preliminary CCTV Inspection, complete in place	280 LF		\$5.00	\$1,400.00
22	Locate in field MH 819-149, complete in place.	1 IOUR		\$275.00	\$275.00

Borough of Dormont 2014 PREVENTATIVE MAINTENANCE CONTRACT TABULATION OF BIDS RECEIVED DATE: February 7, 2014				Insite Pipe Contracting, LP 232 East Lancaster Road Harmony, Pa 16037	
#	ITEM	QUANTITY & UNITS	MINIMUM PRICE	UNIT PRICE	TOTAL
23	Raise MH 819-149 to grade (up to 1' burial), complete in place.	1 LS		\$2,440.00	\$2,440.00
24	Jetting & light cleaning of the sewer, complete in place.	280 LF		\$2.00	\$560.00
25	Heavy cleaning & Root Removal, complete in place, (If and where	4 HOUR		\$275.00	\$1,100.00
26	Trimming of tap in lateral connection, complete in place.	4 HOUR		\$275.00	\$1,100.00
27	Installation of 8" manhole-to-manhole CIPP Liner including	280 LF		\$18.00	\$5,040.00
28	Re-installation of any lateral connections, complete in place.	8 EA		\$10.00	\$80.00
29	Post-Construction CCTV Inspection, complete in place	280 LF		\$1.00	\$280.00
30	Site Restoration, Complete in Place	1 LS		\$100.00	\$100.00
BASE BID TOTAL					\$34,075.00

Quotation From: Insight Pipe Contracting, LP

QUOTE FORM & PROPOSAL

ARTICLE 1 QUOTE RECIPIENT

This Quote is submitted to: Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this quotation and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2 PROPOSAL FOR:

2014 CURED-IN-PLACE PIPE LINING CONTRACT - BOROUGH OF DORMONT

The Cured-In-Place Pipe Lining Project includes the Pre and Post CCTV Inspection, Jetting & Cleaning, Root Cutting, Grease and Sedimentation Removal; installation of CIPP liners in approximately 209 LF of 10" and 517 LF of 8" Sanitary Sewer; re-installation of lateral connections; removal of a section of collapsed spot liner; the location and raising of one (1) manhole to grade (≤ 1.0 VF); trimming back of any tap in laterals; all bypass pumping and traffic control as may be required and all required cleanup and site restoration.

ARTICLE 3 TIME OF COMPLETION

Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06.B.1 of the General Conditions within **NINETY (90)** calendar days after the date when the Contract Times commence to run or **liquidated damages in the amount of \$300 per calendar day will be charged.**

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

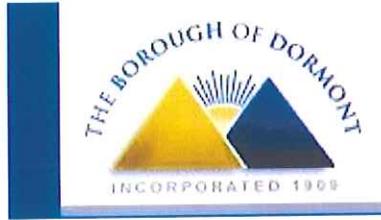
ARTICLE 4 BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s):

Item	Quantity	Units	Description	Unit Price	Amount
CIPP Lining from Manhole 819-90 to Manhole 926-78 (209 LF 10" VCP)					
1	1	LS	Provision of By-Pass Pumping , complete in place	\$ <u>50.00</u>	\$ <u>50.00</u>
2	1	LS	Provision of Traffic Control as needed., complete in place	\$ <u>50.00</u>	\$ <u>50.00</u>
3	210	LF	Preliminary CCTV Inspection, complete in place	\$ <u>5.00</u>	\$ <u>1,050.00</u>
4	1	LS	Removal of the collapsed spot liner 0'-18.5' from MH 819-90, complete in place.	\$ <u>5,600.00</u>	\$ <u>5,600.00</u>
5	210	LF	Jetting & light cleaning of the sewer, complete in place.	\$ <u>2.00</u>	\$ <u>420.00</u>
6	210	LF	Installation of 10" manhole-to-manhole CIPP Liner, complete in place.	\$ <u>25.00</u>	\$ <u>5,250.00</u>
7	1	EA	Re-installation of any lateral connections, complete in place.	\$ <u>10.00</u>	\$ <u>10.00</u>
8	210	LF	Post-Construction CCTV Inspection, complete in place	\$ <u>1.00</u>	\$ <u>210.00</u>
9	4	HOUR	Heavy cleaning & Root Removal, complete in place, (If and where directed).	\$ <u>340.00</u>	\$ <u>1,360.00</u>
CIPP Lining from Manhole 819-136 to Manhole 819-150 (239 LF 8" VCP)					
10	1	LS	Provision of By-Pass Pumping, if needed, complete in place	\$ <u>50.00</u>	\$ <u>50.00</u>
11	1	LS	Provision of Traffic Control as needed., complete in place	\$ <u>50.00</u>	\$ <u>50.00</u>
12	240	LF	Preliminary CCTV Inspection, complete in place	\$ <u>5.00</u>	\$ <u>1,200.00</u>
13	240	LF	Jetting & light cleaning of the sewer, complete in place.	\$ <u>2.00</u>	\$ <u>480.00</u>
14	4	HOUR	Heavy cleaning & Root Removal, complete in place, (If and where directed).	\$ <u>275.00</u>	\$ <u>1,100.00</u>
15	240	LF	Installation of 8" manhole-to-manhole CIPP Liner, complete in place.	\$ <u>18.00</u>	\$ <u>4,320.00</u>
16	6	EA	Re-installation of any lateral connections, complete in place.	\$ <u>10.00</u>	\$ <u>60.00</u>
17	240	LF	Post-Construction CCTV Inspection, complete in place	\$ <u>1.00</u>	\$ <u>240.00</u>

Item	Quantity	Units	Description	Unit Price	Amount
18	1	LS	Site Restoration, Complete in Place	\$ 100.00	\$ 100.00
CIPP Lining from Manhole 819-150 to Manhole 819-149 (278 LF 8" VCP)					
19	1	LS	Provision of By-Pass Pumping, if needed, complete in place	\$ 50.00	\$ 50.00
20	1	LS	Provision of Traffic Control as needed., complete in place	\$ 50.00	\$ 50.00
21	280	LF	Preliminary CCTV Inspection, complete in place	\$ 5.00	\$ 1,400.00
22	1	HOUR	Locate in field MH 819-149, complete in place.	\$ 275.00	\$ 275.00
23	1	LS	Raise MH 819-149 to grade (up to 1' burial),	\$ 2,440.00	\$ 2,440.00
24	280	LF	Jetting & light cleaning of the sewer, complete in place.	\$ 2.00	\$ 560.00
25	4	HOUR	Heavy cleaning & Root Removal, complete in place, (If and where directed).	\$ 275.00	\$ 1,100.00
26	4	HOUR	Trimming of tap in lateral connection, complete in place.	\$ 275.00	\$ 1,100.00
26	280	LF	Installation of 8" manhole-to-manhole CIPP Liner, complete in place.	\$ 18.00	\$ 5,040.00
28	8	EA	Re-installation of any lateral connections, complete in place.	\$ 10.00	\$ 80.00
29	280	LF	Post-Construction CCTV Inspection, complete in place	\$ 1.00	\$ 280.00
30	1	LS	Site Restoration, Complete in Place	\$ 100.00	\$ 100.00
Total Amount Proposal Based on Estimated Quantities, Items # 1 - #30, Inclusive				\$ 34,075.00	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



MEMORANDUM

Date: February 14, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Purchase of Fence for Salt Storage Building

Background:

Since I have been in the Borough I have heard about the need to somehow camouflage the salt storage building on Dormont Avenue across from the Recreation Center. In fact, this came up during our strategic planning as well and was part of the discussion with regards to Goal 9 – Encourage Pride in Property in that we should start by taking care of our own facilities. That led the Streets Foreman and I to a discussion of what we could do to make the site less visually distressing.

Discussion:

We discussed a few different options including the idea that was discussed last year of painting the building. But each option had negatives including most ideas would only last a limited time and therefore the expense was one that would reoccur regularly. Then the Streets Foreman came up with the idea of a fence that can be removed during the winter. The problem we always had with a fence is that we need a lot of room for the trucks to deposit our salt and for our trucks to pick up the salt when we need it. So a fence would obstruct this. But we have come up with the idea of having the fence built in panels and these panels could be removed in the winter and then replaced after we are done using the salt storage building. The posts will actually rest in pipes embedded in the ground and the only part of the fence not to be removable would be the part along the back side of the building.

The proposal we received from Allegheny Fence Construction Company is from the Allegheny County Cooperative Bid contract which, pursuant to our Purchasing Policy, allows us to purchase this product without going to formal bids. Their price, as shown on the attached quotation, includes all materials and installation as well as colored slats to be entwined through the fencing which will screen the interior areas and provide a solid color feel to the fencing.

I believe that this solution alleviates a long-standing problem and shows that the Borough is taking pride in our property. I also believe that this investment will last for many years as opposed to some of the other options we investigated. The total cost for this project would be \$17,360 which is not budgeted for in the 2014 Budget. Therefore I would propose that we utilize the Contingency line item for this purchase. If Council approves this purchase, we will have the installation soon after the winter season ends.

Recommendation:

I recommend that Council authorize me to purchase fence, gates and removable fence panels from Allegheny Fence Construction Company for a total cost of \$17,360 to be paid from the Contingency line item.

JN

Attachments

Cc: John Schneider, Streets Foreman

ALLEGHENY FENCE CONST. CO., INC.

4301 IRVINE STREET
412-421-6005

PITTSBURGH, PA 15207
FAX 412-421-1734

DATE: January 17, 2014

TO: Dormont Borough
1444 Hillsdale Avenue
Pittsburgh, Pa 15216
ATTN: John Schneider, Public Works

SITE: Salt Building

3B. Removable Panels

Page # 1 of 2

PROPOSAL: We are pleased to submit our estimate on the following at the above location.

Per County of Allegheny Chain Link Fence Contract # 48192

OPTION THREE-B: FENCE, GATE and REMOVABLE PANELS

QUANTITIES:

Furnish and install: 87' L.F. of 10' high chain link fence.
One 30' wide double swing gate (two 15' leafs).
160' L.F. of 10' high removable panels.

FENCE SPECS:

All heavy wall schedule 40 or SS-40 weight galvanized pipe.
All posts set in solid concrete footers.
6 5/8" o.d. gate posts, 3" O.D. terminal posts, 2 1/2" O.D. line posts on 10' centers,
1 5/8" O.D. top and brace rail
9 gauge x 2" mesh x 120" high galvanized wire.
7 gauge aluminized bottom tension wire.

REMOVABLE PANELS SPECS:

Pipe sleeves set in solid concrete footers on 10' centers.
Panels 10' wide x 10' high fabricated from 2" o.d. galvanized pipe uprights
and 9 gage x 2" mesh galvanized wire.
Uprights on panels 12' long to drop 2' into sleeve in ground.

TOTAL LABOR AND MATERIALS OPTION THREE-B: \$ 16,240.00

ALTERNATE: Furnish 9 gage aluminized wire in lieu of galvanized. ADD: \$ 320.00
ALTERNATE: Furnish 87' L.F. of bottom rail in lieu of bottom wire. ADD: \$ 400.00 ✓
ALTERNATE: Furnish caps for sleeves in ground when panels are removed. ADD: \$ 400.00 ✓

Top Lock



-  white
-  green
-  brown
-  black
-  beige
-  gray
-  blue
-  red
-  yellow
-  light blue

* Exact representation of slit colors in printing is difficult. Please refer to actual color samples for final matching.

The Top-Lock Slat provides an economical and attractive way to enhance any chain link fence.

Pecco is the largest manufacturer of Top-Lock Slats, which are marketed under the PDS® brand name. With over 30 years of experience extending these innovative, proprietary products, you are assured of the highest standards in quality—from the raw materials used in manufacturing to the finished product in your fence. This design utilizes a top-locking mechanism located near the top of the slats to ensure a clean, straight edge, further enhancing its appearance.

Top-Locking Slats are flat and tubular in shape, with circular, notched-out holes located near the top of the slat.

4, 5, 6, 7, 8, 10 & 12 foot. Special heights available upon request.

2" shorter than the overall height of fence.

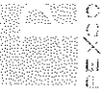
10 feet provided in each bag.

Approximately 75%.



PDS® is a registered trademark of Pecco.

Top Lock Product Specifications



Slat Type	Slat Width	Mesh Size	Wire Gauge	Slats Per Bag	Approx. Coverage Per Box
Top Lock 2"	1 7/8"	2"	8.9 or 11	82	10 linear feet
Top Lock 2 1/4"	1 1/4"	2 1/4" or 2 3/4"	11 1/2" or 12 1/4"	78	10 linear feet
Top Lock 1 3/4"	7/8"	1 3/4"	8.9 or 11	97	10 linear feet
	3/8"	2"	6	97	10 linear feet

The Top Lock product is extruded from High Density Polyethylene (HDPE), color pigments and ultra violet (UV) inhibitors, specifically designed to retard the harmful effects of the sun and lengthen the life of the product.

Pecco PDS® HDPE Fence Products are resistant to: severe weather conditions, salt water, sand, road dirt, most acids, alcohol, alkaline, ammonia, petroleum distillates, and common environmental pollutants.

Pressure cleaning of surface contaminants is quickly accomplished with plain water.

Pecco will not be responsible for damage due to wind load conditions resulting from insufficient structural support.

Top Lock carries a 25-year, pro-rata warranty against breakage under normal conditions. Write Pecco for full warranty information.

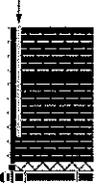
HDPE Technical Properties

Property Value

- Melt Index (6) A low melt index indicates improved stress and crack resistance.
- Density (957) Polyethylene ranges anywhere from .914 to .960 in density. A higher density yields maximum stiffness without becoming overly brittle.
- Minimum Temp. (-76° F) Polyethylene stays flexible even at this temperature extreme.
- Maximum Temp. (250° F) Polyethylene does not distort until reaching this temperature.
- Tensile Strength (3,700 psi) Material will not suffer distortion at lesser loads or impacts.



There is no need to email down! Simply insert the slats vertically from top to bottom, keeping the locking holes on top.



Thread the flexible locking channel horizontally through the notched holes in the slats.

These holes are elliptical to ensure they always stay open for fast and easy threading.



FENCE PRODUCTS

Pecco Athol
Athol, MA
800.822.7528

www.pdsfence.com
www.pecco.com

Contact your local fence professional for more information about our complete line of enhancement products.



TERMS & CONDITIONS

Your Estimate will remain only a Quotation until it has been signed and returned to Allegheny Construction Co., Inc. including any required Downpayment. Estimates are based upon prices in effect on the date of the Estimate and may be subject to change. Should the proposal not be accepted within 30 days a new Proposal may be required. The above Proposal, when accepted and acknowledged by Allegheny Fence becomes a Contract between the two parties and it is not subject to cancellation. In the Event, this proposal is not approved by the Allegheny Fence Construction Co., Inc. Sales or Credit Departments, this proposal shall become null and void; any downpayment made shall be refunded to the Customer.

Purchaser has a Legal Right under Federal Law to cancel this Transaction within Three (3) Days (Excluding Sundays) from date of acceptance of this Proposal. THEREAFTER, THE CUSTOMER WILL BE REQUIRED TO PAY A \$50.00 CANCELLATION FEE PLUS ANY ADDITIONAL COSTS THAT WE MAY HAVE INCURRED TO PREPARE YOUR MATERIAL BY OUR SHOP, SUPPLIERS OR MANUFACTURERS.

Extras: Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Any work that modifies this proposal will be subject to prices changes, which must be approved by both parties. Oral Agreements will not be honored. Possible additional costs may be incurred due to hidden obstacles, such as fill material, concrete slabs, or rock that cannot be determined in advance by Seller or Purchaser and results in use of additional labor.

Special Order Material IS NON CANCELLABLE. No Special Order Materials will be ordered until the Downpayment has been received which is described in the Terms of this Agreement (Front Side). Should your Job Layout Change after materials are ordered; you may be responsible to pay for any extra material ordered if we cannot modify the order with our manufacturer. Should you cancel your order after the material is manufactured, you will be responsible to pay for the material plus the cancellation fee (\$50.00).

Special Order Material is Merchandise that we do not typically Inventory at our Facilities. This includes but is not limited to Ornamental Iron & Aluminum, PVC, Railing, Chain Link Vinyl Systems, and Gate Operators.

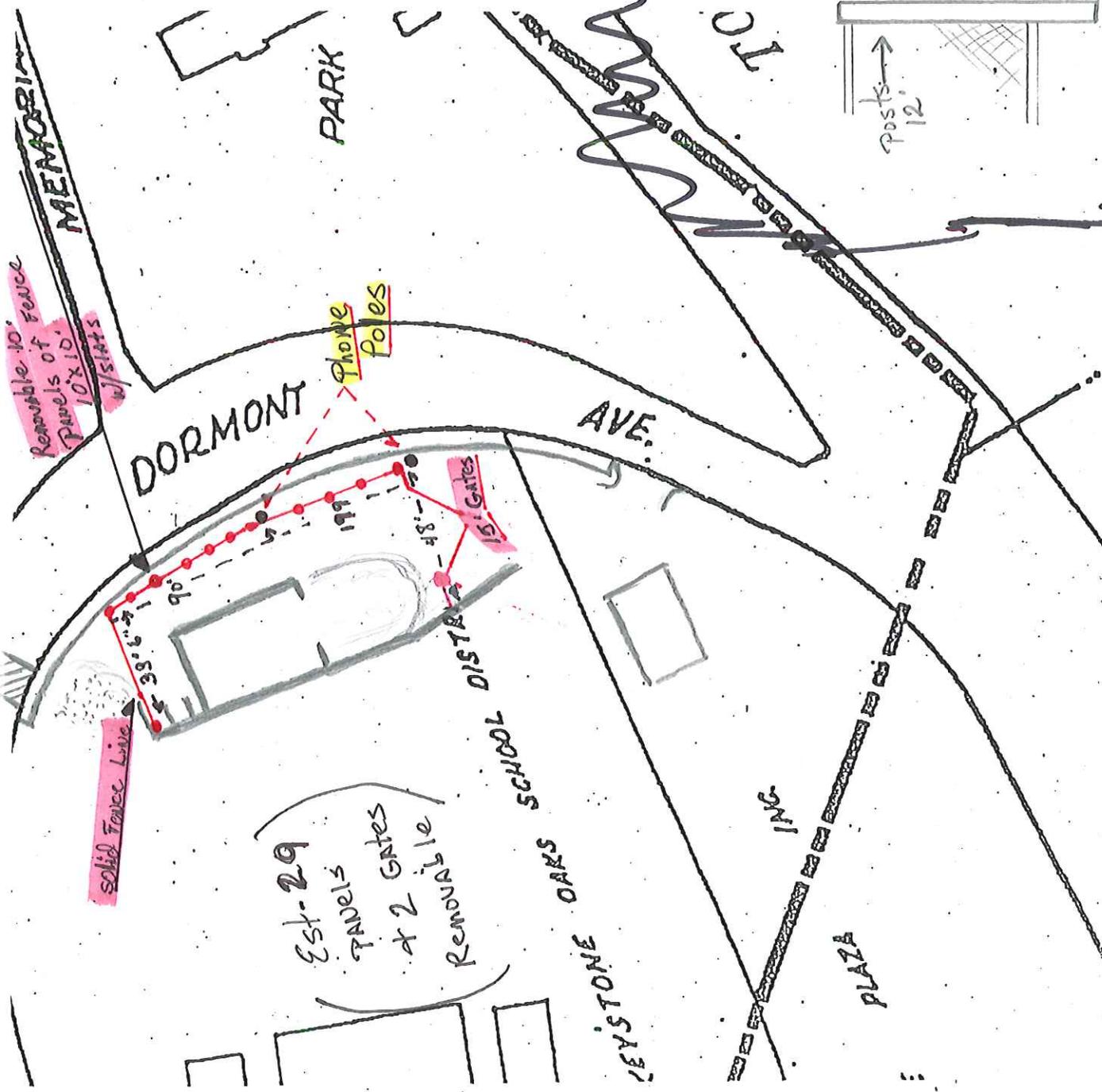
Placement of Fence: Purchaser is solely responsible for the location of the Fence and will incur all costs in connection with any claims made about the location of the fence. A Survey or Plot Plan is recommended to review with our Installation Crew.

Permits/Ordinances: All Permits are the Purchasers responsibility to obtain. The Purchaser also takes full accountability for any work completed that their Ordinance would not authorize.

Underground Utilities: Allegheny Fence Construction Co., Inc. is not responsible should underground utilities, not identified by the Owner, be damaged in any way. All repair costs for damaged utilities will be incurred by the Owner of the Property. Pennsylvania Customers may call the PA One Call System, at least 3 Days before installation (1-800-242-1776) to have any public underground utilities identified. Property damage referred to in this section specifically includes but shall not be limited to: Underground Electrical Lines, Water Lines, Septic Tanks, Sprinkler Systems, Drain Lines, Building Foundations.

Past Due Invoices: All materials remain the Property of Allegheny Fence until full payment is made. It is Allegheny Fence's option to remove the installation should full payment not be made as per the Terms of this Contract. A Service Charge of 1 ½% per month (18% Annual Percentage Rate) will be added to Past Due Accounts. The Parties agree that, in the event the purchaser does not pay all sums as listed on the Contract to Allegheny Fence Construction Co., Inc. it may bring suit against the purchaser. The purchaser agrees to pay all costs of collection, including reasonable attorney's fees. The purchases does hereby agree to grant a security interest to Allegheny Fence Construction Co., Inc. and does further agree that a lien shall be placed against the above described property for all sums due including costs of collection and a reasonable attorney's fee as determined by a Court of Competent Jurisdiction.

Installation of your Project will be completed in a timely manner based upon our backlog of Work Orders.



Est-29
 Panels
 + 2 Gates
 Removable

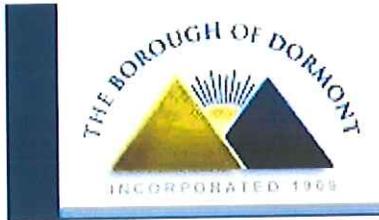
SCHOOL OAKS

KEYSTONE

ING-

PLAZA

412-422-8788



MEMORANDUM

Date: February 17, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Change Order for Comprehensive Plan Consultant

Background:

In January of 2013, Council approved entering into a contract with Interface Studio for the update to the Borough's Comprehensive Plan. That Plan is now in its final stages with a review by Allegheny County, the Planning Commission and then Council all that is left prior to adoption of the Plan. The award in January of 2013 was for \$94,495 with additional costs including travel expenses to be calculated at the end of the process.

Discussion:

With the end of the project in sight, Interface is able to identify the costs they have incurred as well as any remaining costs for this project. That determination including a spreadsheet outlining their total project costs are attached to this report. Their direct costs total an additional \$14,475 which includes their travel here for both of the Dream Dormont events as well as all of the materials that they prepared for these events. It also includes materials prepared for these events by their transportation consultant including potential road designs that were reviewed by the public. These direct costs equate to 15% of the base project budget which is about average for these types of expenses in this type of project. And we have received some additional value from the consultants used by Interface in that DMGS has been providing us with grant opportunities including the one for the Fire Truck that we had them complete the application for.

Funding for these direct expenses is not in the 2014 Budget but we will show it in the Planning and Zoning Department Budget in the Planning Consultant line item to accurately reflect where this expense belongs. Extra revenues or decreased expenses throughout the year will cover these costs or should neither materialize we will be able to utilize Contingency funding at the end of the year to cover these costs.

Recommendation:

I recommend that Council authorize a final payment of \$14,475 to Interface Studios to cover direct costs for their consulting services for the Comprehensive Plan update.

JN

Attachments

Cc: Planning Commission

INTERFACE STUDIO LLC

340 N. 12TH STREET, #419
PHILADELPHIA, PA 19107

TEL 215 925 5595
FAX 215 754 4993

INTERFACE-STUDIO.COM

01 27 14

JEFFREY NAFTAL
BOROUGH MANAGER
BOROUGH OF DORMONT
1444 HILLSIDE AVENUE
DORMONT, PA 15216

RE: DORMONT COMPREHENSIVE PLAN UPDATE CONTRACT EXTENSION

Jeff,

After Interface Studio was selected to undertake the Dormont Comprehensive Plan Update, we agreed to originally sign a contract for only our labor costs of \$94,495. This original contract currently has \$3,020.98 remaining that we have yet to submit an invoice for.

We are now requesting a contract extension to cover our direct costs, unbilled labor for the months of November and December and, any final work necessary to finish the plan. This amounts to \$14,475 as outlined in the attached cost proposal negotiated after our selection for the contract.

Please let me know if you require any additional materials for this contract extension. Thank you and it has been a pleasure working in Dormont!

Sincerely,



Scott Page
Principal

BOROUGH OF DORMONT 2012 COMPREHENSIVE PLAN UPDATE COST ESTIMATE

	Interface Studio			SSE	DMGS	Fee per Phase			
	Lead Consultant			Transportation Analysis	Market and Economic Analysis				
	Principal	Associate	Staff	Associate	Principal				
TASK 1 - COMMUNITY VISIONING	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Cost	
1.1 Creation of a Steering Committee		4		\$ 360		\$ -		\$ -	\$ 360
1.2 Kick-off Meeting and Collection of Base Information	4	4	4	\$ 1,100	2	\$ 250	2	\$ 230	\$ 1,330
1.3 Ongoing Coordination with the City	16	16		\$ 3,200	8	\$ 1,000	8	\$ 920	\$ 4,120
1.4 Website Presence & Social Media		8	8	\$ 1,320		\$ -		\$ -	\$ 1,320
1.5 Stakeholder Interviews	16	10		\$ 2,660	12	\$ 1,500	10	\$ 1,150	\$ 3,810
1.6 Collaborative Map	2	8	8	\$ 1,540		\$ -		\$ -	\$ 1,540
1.7 Focus Group Meetings	32	32		\$ 6,400	8	\$ 1,000	16	\$ 1,840	\$ 8,240
1.8 Public Forums	16	32	32	\$ 7,040	16	\$ 2,000	8	\$ 920	\$ 7,960
1.9 Marketing Materials	2	16	24	\$ 3,460		\$ -		\$ -	\$ 3,460
Total Hours	88	130	76		46		44		
Fee Subtotal				\$ 27,080		\$ 5,750		\$ 5,060	
Direct Expenses				\$ 11,000		\$ 2,400			
Phase 1 Cost Estimate				\$ 38,080		\$ 8,150		\$ 5,060	\$ 51,290
TASK 2 - BASE ANALYSIS	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Cost	
2.1 Review of Previous Plans	2	2		\$ 400	2	\$ 250	2	\$ 230	\$ 630
2.2 Defining Dormont	2	8		\$ 940		\$ -		\$ -	\$ 940
2.3 Demographic Review & Market Analysis			8	\$ 600		\$ -	8	\$ 920	\$ 1,520
2.4 Budget Analysis				\$ -		\$ -	24	\$ 2,760	\$ 2,760
2.5 Baseline Analysis and Graphic Production	2	40	60	\$ 8,320		\$ -		\$ -	\$ 8,320
2.6 Transportation Analysis			8	\$ 600	24	\$ 3,000			
2.7 Asset Mapping	4	4	8	\$ 1,400		\$ -		\$ -	\$ 1,400
2.8 Existing Conditions Summary	8	24	24	\$ 4,840	8	\$ 1,000		\$ -	\$ 4,840
Total Hours	18	78	108		34		34		
Fee Subtotal				\$ 17,100		\$ 4,250		\$ 3,910	
Direct Expenses									
Phase 2 Cost Estimate				\$ 17,100		\$ 4,250		\$ 3,910	\$ 25,260
TASK 3 - RECOMMENDATIONS / FINAL PLAN	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Cost	
3.1 A Statement of Vision and Guiding Principles	4	4		\$ 800	2	\$ 250		\$ -	\$ 800
3.2 Developing the Plan: Goals and Strategies	16	24	24	\$ 5,720	2	\$ 250		\$ -	\$ 5,720
3.3 Conceptual Area Plans	4	8	32	\$ 3,560	2	\$ 250		\$ -	\$ 3,560
3.4 Facilitating Development	2			\$ 220		\$ -	4	\$ 460	\$ 680
3.5 Dormont NOWI - A Plan for the Next Year	2	4	4	\$ 880		\$ -		\$ -	\$ 880
3.6 Preliminary Action and Implementation Strategy	8			\$ 880	8	\$ 1,000	4	\$ 460	\$ 1,340
3.7 Preliminary Comprehensive Plan	24	40	40	\$ 9,240	16	\$ 2,000		\$ -	\$ 9,240
3.8 Preliminary Comprehensive Plan Summary	2	4	16	\$ 1,780		\$ -		\$ -	\$ 1,780
3.9 Final Comprehensive Plan and Comprehensive Plan Summary	4	24		\$ 2,600		\$ -		\$ -	\$ 2,600
3.10 Take the Show on the Road	8			\$ 880		\$ -	1	\$ 115	\$ 995
Total Hours	74	108			30		9		
Fee Subtotal				\$ 26,560		\$ 3,750		\$ 1,035	
Direct Expenses (includes printing)				\$ 1,075					
Phase 3 Cost Estimate				\$ 27,635		\$ 3,750		\$ 1,035	\$ 32,420
Estimated Fees				\$ 82,815		\$ 16,150		\$ 10,005	\$ 108,970
ORIGINAL CONTRACT									\$ 94,495.00
CONTRACT EXTENSION									\$ 14,475.00



MEMORANDUM

Date: February 17, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Alcohol Permit Application – Friends of Dormont Pool Pub Tour

Background:

In October of 2013, Council adopted Ordinance No. 1599 which regulates Alcohol usage on Borough property including streets and sidewalks. Different regulations were included in this Ordinance (which is attached) depending on whether an event was held inside a facility, as part of a Borough event (such as Street Fair) or an outside event sponsored by an organization other than the Borough. This last category requires Council approval of the application.

Discussion:

The Friends of Dormont Pool (FODP) have submitted the attached application for Council approval of an alcohol permit for their annual Pub Tour event. This event is scheduled for April 26, 2014. They have paid the required \$40 application fee. The relevant section of Ordinance No. 1599 is:

Section Six. Special Events.

The Borough reserves the right to permit, on a case-by-case basis, authorized organizations that qualify for and have been issued a Special Occasion Permit under the rules and regulations of the Pennsylvania Liquor Control Board to do so to dispense only the alcoholic beverages of beer and wine in conjunction with Council approved events, such as the Street Fair, to be held on Borough property, provided that:

- a. Such organization has submitted a full and complete Alcohol Permit Application to the Borough, together with all attachments and supplements as may be required;

- b. Council has separately approved the dispensing of beer and wine on Borough property by the said organization, provided the organization has received a valid Special Occasion Permit from the Pennsylvania Liquor Control Board and provided a copy to the Borough;
- c. The said organization has provided the Borough with such insurance naming the Borough and Council as additional insureds in such amounts and with such coverage as Council may from time to time deem appropriate;
- d. The organization has executed an indemnity and hold harmless agreement as the Borough may require; and
- e. The organization has otherwise agreed to all terms, conditions, and time limitations that Council may, in its sole discretion, impose for such use of Borough property.

With regards to the requirements noted above, FODP has failed to provide a copy of a valid Special Occasion Permit from the Pennsylvania Liquor Control Board as required in paragraph (b) above. A copy of their valid insurance is attached. We have not required an indemnity and/or hold harmless agreement as is optional in paragraph (d) above though we could should Council desire this. And Council could impose other terms or conditions as they desire pursuant to paragraph (e) above. When Ms. Sarann Fisher, who turned in the application for FODP, was asked about the Special Occasion Permit she indicated that since they don't sell or serve the alcohol that was not something they would be obtaining.

Based on my understanding of the requirements, if FODP is not going to get the Special Occasion Permit then either the participating bars or someone else needs to in order for this alcohol permit to be issued. Since none has been obtained, I believe that this permit should be rejected. That being said, since FODP indicates they do not sell alcohol a special event alcohol permit in the opinion of the Solicitor and myself is not necessary nor appropriate. So the motion is to disapprove the alcohol permit because the FODP does not actually need one.

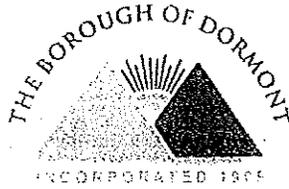
Recommendation:

I recommend that Council disapprove an Alcohol Permit for the Friends of Dormont Pool Pub Tour on April 26, because it is not necessary.

JN

Attachments

Cc: Michael Bisignani, Police Chief



BOROUGH OF DORMONT

1444 Hillsdale Avenue, Pittsburgh, Pa 15216

Alcohol Permit Application Special Events

Please submit the following information to Borough Offices for consideration along with a non-refundable permit application fee of \$40.00:

Name: _____
Organization: Friends of Dormont Pool
Address: 1696 Hillsdale Ave Pittsburgh Pa 15216
Phone: 412 344-2958
Event Date: 3-15-14 Borough Facility: ~~_____~~
Type of Event: Pub Tavern Number of Attendees: ~~_____~~ unknown
Beginning Time: 8pm End Time: midnight

The Borough of Dormont reserves the right to permit, on a case-by-case basis, authorized organizations that qualify for and have been issued a Special Occasion Permit under the rules and regulations of the Pennsylvania Liquor Control Board to do so to dispense only the alcoholic beverages of beer and wine in conjunction with Council approved events, in controlled environments, such as the Street Fair, to be held on Borough property, provided that:

- Such organizations has submitted a full and complete Alcohol Permit Application to the Borough, together with all the attachments and supplements as may be required;
- Council has separately approved the dispensing of beer and wine on Borough property by the said organization, provided the organization has received a valid Special Occasion Permit from the Pennsylvania Liquor Control Board and provided a copy to the Borough;



Receipt: 1574
 Cashier: 2
 Station: 2

FROM: Friends of Dormont Pool

DATE: 02/14/2014

TOTAL AMOUNT RECEIVED: \$80.00

CHANGE DUE: \$0.00

Invoice	Account	Amount	Description	Reference					
0	0	\$40.00	Alcohol Permit Fee	FODP - party at Re AKH					
0	0	\$40.00	Alcohol Permit Fee	Pub Tour - AKH None					
Cash:		\$0.00	Check:	\$80.00	Credit/MO:	\$0.00	Check #	2134	\$80.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conway E & S, Inc. 100 Allegheny Dr, Suite 100 Warrendale PA 15086	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Specialty Insurance Co. NAIC # 14420 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Friends of Dormont Pool, Inc 1696 Hillsdale Ave. Pittsburgh PA 15216	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CL4550239	03/15/2014	08/18/2014	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 1,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Liquor Liability		CL4550239	03/15/2014	08/18/2014	\$1,000,000. Common Cause \$2,000,000. Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of coverage
 Reference: August 16, 2014 Art Auction - one day special event

CERTIFICATE HOLDER Borough of Dormont 1444 Hillsdale Drive Pittsburgh PA 15216	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BOROUGH OF DORMONT
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 1599

A ORDINANCE OF THE COUNCIL OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA PROHIBITING POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON ALL BOROUGH OWNED OR BOROUGH CONTROLLED PROPERTY IN THE BOROUGH OF DORMONT.

WHEREAS, Council for the Borough of Dormont is desirous of enacting rules and regulations for the use, possession and consumption of alcoholic beverages on all Borough owned or Borough controlled property; and

NOW, THEREFORE, be it ordained and enacted in to law the following amendments by the Council of the Borough of Dormont and is hereby ordained as follows:

Section One. **Definitions.** As used in this Ordinance, the following terms shall have the meanings indicated:

- a. Alcoholic Beverage. Includes, but shall not be limited to, alcohol, malt or brewed beverages or wine, as defined in 47 P.S. §1-102;
- b. Container. Includes, without limitation, any receptacle, vessel or device capable of holding, storing or shipping alcohol. "Container" also includes the original can, bottle, box, vat or keg provided by the original distributor or manufacturer, as well as any and all glasses, mugs, cups or other similar devices from which liquids are customarily consumed.
- c. Open Containers. With respect to the prohibition against the possession of an open container of an alcoholic beverage, means the original container in which the alcoholic beverage was purchased has been unsealed, and any amount of alcoholic liquid remains in it, whether or not the container itself has been placed in any wrapping, bag or other device so as to conceal from view, either partially or totally, said container.
- d. Public Way. Includes but shall not be limited to:
 - (i) Any and all buildings, lands, parks, swimming pools or vehicles owned, possessed or leased by the Borough;

- (ii) Any and all public streets, roads, avenues, sidewalks or thoroughfares in the Borough; and
- (iii) Any parking lot open to the general public and generally available for use by the public with or without payment of a fee. For the limited purpose of this section, such a parking lot shall be deemed a public way such that consumption of alcohol and/or the display and/or possession of an open container of an alcoholic beverage shall be prohibited.

Section Two. **Prohibited Acts.** Except as specifically provided for in the Section, the use, possession and consumption of alcoholic beverages in or on any and all Borough owned or Borough controlled property, including all parks, recreation centers, buildings, ball fields, grounds and vehicles, is expressly prohibited.

No person shall consume any alcoholic beverage, as set forth in the definition of “alcoholic beverage”, in any form, whether in the original form, mixed or diluted to any degree, while in or upon any public way in the Borough.

No person shall possess or display any open container of any alcoholic beverage in or upon any public way of the Borough.

No person shall consume any alcoholic beverage or display or possess an open container of an alcoholic beverage upon the private property of another without the consent of the owner of said property. To the extent any person attempts to give consent contrary to the prohibition set forth above in the definition of “public way”, the same shall be void.

Section Three. **Exemptions.** This Section shall not prohibit, nor shall it make illegal, any of the following:

- a. Any sale, possession or consumption of alcohol which would otherwise be legal under the Pennsylvania Liquor Code of April 12, 1951, P.L. 90, Article I, Section 101, et. seq. (47 P.S. §1-101 et. seq.);

- b. The possession, consumption, sale or display of any lawful medication having any alcoholic content, whether a prescribed medication or an over-the-counter medication; and
- c. Any activity which would otherwise be prohibited by this Section, except where a valid permit has been issued by the Borough for activities commonly known as “street or block parties”.

Section Four. Rules and Regulations for Alcohol Permit Holders.

Recreation Buildings and Pavilions at Dormont Park or Beggs Snyder Park. The use, possession and consumption of beer and wine only shall be permissible by a lessee holding a valid permit from the Borough for the use of a facility at either Dormont Park or Beggs Snyder Park but not Dormont Pool, provided there is strict compliance with the following rules and regulations:

- a. The lessee has submitted and obtained a Permit for the use of the facility;
- b. The lessee has submitted the Supplemental Alcohol Permit Application with all attachments to the Borough Manager, paid the applicable Alcohol Permit Fee, and secured the Permit prior to the use of the facility;
- c. The Supplemental Alcohol Permit Application shall only be issued in conjunction with a properly issued Permit for the same facility;
- d. Neither beer nor wine shall be sold, bartered or traded;
- e. There shall be no fee charged to enter the pavilion or to attend any event operated in conjunction with the lease of the facility. The intent of this provision is to prohibit events such as keg parties or beer and wine parties where the purpose and intent is to solicit/invite attendees to pay an attendance fee or per-drink fee. This provision is not intended to prohibit friends or families from sharing in the actual cost of food and refreshments for the event to be held at the facility;
- f. The use, possession, distribution and consumption of beer and wine shall be solely limited to the interior of the facility. No alcohol of any type or variety shall in any way be consumed, displayed or used on the exterior of the facility;

- g. In regard to the lease of the facilities, use of glass containers of any type for all beverages, including those for beer and wine, is expressly prohibited. This prohibition shall not prohibit wine and beer from being served from the manufacture's original glass bottles, but it shall prohibit wine and beer from being served in glassware;
- h. The use, possession and consumption of beer and wine shall at all times be limited to those individuals permitted to do so under the applicable rules and regulations of the Pennsylvania Liquor Control Board;
- i. The Alcohol Permit issued by the Borough shall at all times be visibly displayed during the lease period on the facility for which the Permit was issued;
- j. The person or persons who have signed the Alcohol Permit Application shall be required to remain on site of the leased premises at all times while beer or wine is present;
- k. The Facility Permit and its supplemental Alcohol Permit shall expire at dusk, which is defined to mean sunset unless otherwise stated; and

Section Five. Community Groups; Civic Groups.

The use, possession and consumption of beer and wine at all Borough owned and controlled facilities, other than the park facilities noted above, is expressly prohibited, except as specifically set forth in this section:

- a. Recognized community groups, civic groups, or other charitable organizations approved as 501(c)(3) organizations by the Internal Revenue Service may, upon specific approval by Council of the Borough of Dormont, hold fund-raising events, awards dinners, recognition dinners, or installment events where beer and wine as the only alcoholic beverages may be served and consumed on Borough property, provided that:
 - (i) The organization or group has submitted and obtained a Permit for the use of the Borough property;
 - (ii) The organization or group has submitted the supplemental Alcohol Permit Application with all attachments to the Borough Manager, paid the applicable Alcohol Permit Fee, and secured the Permit prior to the use of the Borough property;
 - (iii) The supplemental Alcohol Permit Application shall only be used in conjunction with a properly issued Permit for the same Borough property;

- (iv) Fund-raising by the organization or group shall be permissible;
- (v) The use, possession, distribution and consumption of beer and wine shall be solely limited to the interior of the Borough property. No alcohol of any type or variety shall in any way be consumed, displayed or used on the exterior of the Borough property;
- (vi) The use, possession and consumption of beer and wine shall at all times be limited to those individuals permitted to do so under the applicable rules and regulations of the Pennsylvania Liquor Control Board;
- (vii) The Alcohol Permit issued by the Borough shall at all times be visibly displayed during the lease period on the Borough property for which the Permit was issued;
- (viii) The person or persons who have signed the Alcohol Permit Application, Borough Property Permit shall be required to remain on site of the leased premises at all times while beer or wine is present;
- (ix) The Borough Property Permit and its supplemental Alcohol Permit shall expire at 11:00 p.m., prevailing time; and
- (x) If the group or organization leases the swimming pool, the use of glass containers of any type for all beverages, including those for beer and wine, is expressly prohibited. This prohibition shall not prohibit wine and beer from being served from the manufacturer's original glass bottles, but it shall prohibit wine and beer from being served in glassware.

Section Six. **Special Events.**

The Borough reserves the right to permit, on a case-by-case basis, authorized organizations that qualify for and have been issued a Special Occasion Permit under the rules and regulations of the Pennsylvania Liquor Control Board to do so to dispense only the alcoholic beverages of beer and wine in conjunction with Council approved events, such as the Street Fair, to be held on Borough property, provided that:

- a. Such organization has submitted a full and complete Alcohol Permit Application to the Borough, together with all attachments and supplements as may be required;

- b. Council has separately approved the dispensing of beer and wine on Borough property by the said organization, provided the organization has received a valid Special Occasion Permit from the Pennsylvania Liquor Control Board and provided a copy to the Borough;
- c. The said organization has provided the Borough with such insurance naming the Borough and Council as additional insureds in such amounts and with such coverage as Council may from time to time deem appropriate;
- d. The organization has executed an indemnity and hold harmless agreement as the Borough may require; and
- e. The organization has otherwise agreed to all terms, conditions, and time limitations that Council may, in its sole discretion, impose for such use of Borough property.

Section Seven. **Alcohol Permit Fee.**

The fee for the Alcohol Permit is hereby set at the amount of Forty (\$40.00) Dollars, unless and until otherwise changed by Resolution of Council.

Section Eight. **Security Deposit.**

In addition to any security deposit the Borough may require for the general use of its parks, pavilions and other buildings, a separate refundable security deposit shall be required for any Permit to serve beer and wine. The security deposit for the Alcohol Permit is hereby set at the amount of One Hundred Fifty (\$150.00) Dollars, unless and until otherwise changed by Resolution of Council. The terms and conditions for the release of all or any portion of the security deposit shall be as set forth in the Alcohol Permit Application.

Section Nine. **Violations and Penalties.**

Whoever violates any provision of this Section shall, upon conviction thereof, be sentenced to pay a fine of not less than One Hundred (\$100.00) Dollars for the first offense, not less than Two Hundred (\$200.00) Dollars for the second offense, and not less than Six Hundred (\$600.00) Dollars for any subsequent offense occurring within any consecutive one year period

calculated from the date of the first offense, and/or be imprisoned for a period not to exceed ninety (90) days for each and every offense.

Section Ten. **Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section Eleven. **Repealer.** All Ordinances or parts of Ordinances which are inconsistent herewith, except to the extent otherwise provided herein, are hereby repealed. The following Ordinances or parts thereof are specifically repealed.

ORDAINED AND ENACTED into law this ____ day of _____, 2013.

ATTEST:

BOROUGH OF DORMONT

By: _____
Jeffrey Naftal
Borough Manager/Secretary

By: _____
Willard McCartney
President

Examined and approved by me this _____ day of _____, 2013.

By: _____
Thomas R. Lloyd
Mayor



MEMORANDUM

Date: February 17, 2014

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *JN*

Subject: Request for Temporary Special Event Signs for Friends of Dormont Pool

Background:

We have received the attached application for two temporary special event signs for the Friends of Dormont Pool (FODP) "Pub Tour" event to be held on April 26, 2014. FODP is requesting two (2) temporary signs for their event, one on the tennis court fence and one at the passive park. They have provided a completed application and insurance.

Discussion:

Section 210-81 (E) (1) of the Borough's Code applies to the sign application.

Section 1. Temporary special event signs shall be permitted with the following restrictions:

(A) Temporary special event display signs, as defined by this chapter, shall be permitted to be erected on any lot containing a public building, church, or a building housing a nonprofit organization, **provided that the total area of all signs for the special event shall not exceed 128 square feet and provided that no one sign may exceed 64 square feet.**

(B) **No more than one (1) sign shall be permitted at any one location.**

(C) The temporary special event display signs shall be displayed for a period no longer than 30 days and must be removed within five days following the event that it is erected to promote.

(D) The temporary special event display sign shall be either securely affixed to the building or to an existing freestanding sign or, if freestanding on the lot, shall be securely anchored and shall be located outside the public street right-of-way, behind any sidewalk and in a location which does not constitute a public safety hazard for pedestrian or vehicular traffic.

The sign that is requested for the Tennis Court fence is 21 feet by 2.88 feet for a total of 60.48 feet. The second sign at the passive park is 7 feet by 3 feet for a total of 21 feet. That is a grand total of 81.48 feet. Therefore, these sign requests meet all of the requirements of this section with no sign greater than 64 square feet and the total less than 128 square feet. The signs are at different locations as one is at the tennis courts and one at the passive park. The signs could be placed no earlier than March 26 in order to meet the 30 day maximum requirement.

Recommendation:

I recommend that the Borough Council approve the application of the Friends of Dormont Pool to post two signs totaling 81.48 square feet advertising their "Pub Tour" event on April 26, 2014.

JN

Attachments

Cc: Pat Kelly, Building Official



BOROUGH OF DORMONT

APPLICATION FOR SIGN PERMIT

Application Date: 2-14-13

Applicant Name: Friends of Dormont Pool, INC

Business Name: Friends of Dormont Pool,

Business Address: 1694 Hillsdale Ave
Pgh, Pa 15216

Business Phone: 412 344 2958

Check One: Permanent Sign _____ Temporary Sign

Number of lineal feet of storefront: _____

Square feet of existing signage: 21' x 39.5" Pool/Tennis

Square feet of proposed signage: 7' x 3' BANNER @ Hillsdale Park

Depth of Sign as measured from building: _____

Is the sign lighted? NO If so, how? _____

Cost of Sign: _____

Applicant Signature: Arnon L Fisher 412 561-7692
412 2880-6560

Sketch of proposed sign - Please show exact dimensions:

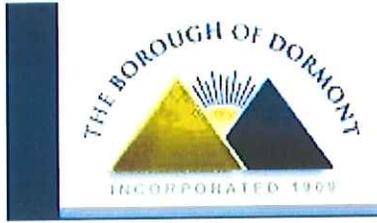


Pub Tour April 26, 2014
Benefits Friends of Dormont Pool
Sponsored by Miller Lite

=====
For Official Use Only:

Permit Cost: _____

Approved By: _____



MEMORANDUM

Date: February 17, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Purchase of Wood Floor Cleaning Machine for Parks Department

Background:

The Borough's recreation facilities, both the Thomas Lloyd Recreation Center and the Gymnasium, have wooden floors that must be maintained by Parks Department staff. Their current method is with wet mops and occasionally a finishing product. That is both time consuming and extremely ineffective. And because our facilities are rented almost every day, this cleaning must be done every day. The result is that Parks Department staff is spending too much time on this process instead of their other duties.

Discussion:

I had the Parks Foreman research options for maintaining our wooden floors and he came up with some products that vacuum and some products that mop but none only one product does everything, including refinishing the floors. That is a Dirt Dragon sold by Northeastern Supply House. This product does the work of 3 machines and will allow one person to clean the floors instead of the two we currently utilize. This product also comes with a 3 year parts and labor warranty. The attached brochure provides more detail on the product and the pricing for the product is shown on the attached e-mail to the Parks Foreman. The total price for a new machine including shipping will not exceed \$3,000.

While there is no other product we have found that does exactly this, we did price out some of the scrubbers that we found and they were more expensive than the Dirt Dragon. Funds for this purchase are available in the General Fund, Government Building Department budget in the Minor Repairs line item where there is \$5,000 available. This purchase meets the Purchasing Policy requirements as both a sole source purchase and because it is at the dollar threshold where only two quotes are required.

Recommendation:

I recommend that Council authorize the purchase of a Dirt Dragon wood floor cleaner from Northeast Supply House at a cost not to exceed \$3,000 including shipping.

JN

Attachments

Cc: T. J. Conroy, Parks Foreman

basic[®]
COATINGS



Dirt Dragon[™]

WOOD FLOOR CLEANING MACHINE

Dirt Dragon[™]
***Wood Floor
Cleaning Machine***

makes wood floor care easy. This compact and powerful machine deep cleans wood floors without damaging the finish, and its exclusive water containment vacuum system extracts the toughest dirt and surface contaminants while leaving a dry floor immediately after use. The Basic Coatings[®] maintenance products and dust-free recoating systems are profitable additions to any cleaning service or wood floor contractor. Wood floor care that's easy and worry free.

**NEW
MORE
POWERFUL
MACHINE**



Dirt Dragon™



Multi-function ergonomic panel provides ultimate control



Collapsing handle for easy, compact storage and portability



Offset brush for toe kick cleaning and exclusive water containment system

Basic Coatings® Dirt Dragon™ is the first cleaning machine specifically designed and engineered to clean wood floors.

A custom brush and high powered vacuum, scrub and extract soils from wood floor surfaces while leaving the floor dry. Dirt Dragon has adjustable head pressure and variable water flow so the machine can adapt to the requirements of any wood floor type. Rear caster wheels provide superior maneuverability around objects and the squeegee assemblies are easily removed for cleaning.

KEY FEATURES

- ◆ Cylindrical brush specifically engineered to clean wood floors without damaging the finish.
- ◆ Adjustable solution control valve for all types of wood flooring.
- ◆ Exclusive water containment/vacuum system to leave floors completely dry.
- ◆ Visual solution level gauge for accurate dilution of cleaning products.
- ◆ Adjustable head pressure to accommodate any floor type.
- ◆ Rear casters for superior maneuverability.
- ◆ Easy to remove squeegee assemblies for simple maintenance.
- ◆ Folding ergonomic handle for compact storage.
- ◆ Offset brush for easy toe-kick and edge cleaning.
- ◆ Removable tanks for easy filling, emptying, and clean-up.

APPLICATIONS

- ◆ Intense cleaning of wood floors
- ◆ Required preparation for TyKote Dust-Free Refinishing
- ◆ Textured or hand-scraped floors

TECHNICAL SPECIFICATIONS

Clean Path: 15"

Brush System: Cylindrical

Brush Motor: 0.5 HP

Brush Speed: 800 RPM

Vacuum Motor: 1.0 HP

Water Lift: 72"

Power: 120 Volt AC

Solution Tank: 3 Gal.

Recovery Tank: 3.25 Gal

Length: 31"

Width: 19"

Height: 22"

Weight: 84 Lbs.

Productivity: 10,000 sq. ft./hour

WARRANTY EXPRESS

Backed by an industry leading warranty, Basic Coatings® equipment is built to provide years of reliable service. Basic Coatings Warranty Express™ is a comprehensive product support program that offers extensive parts and labor coverage on all machines. Warranty includes 10 years parts and labor for molded tanks, 3 years parts and labor on all other components*.

*For 10/3/1 coverage details view our entire warranty policy at basiccoatings.com or call 1-800-441-1934.

AVAILABLE IN

Dirt Dragon™: Item #EB88900-12



Dissolver™ Floor Polish Remover

Technical Data

B0541

Floor Polish Remover

Acrylic Floor Polishes are often used to rejuvenate hardwood floors. These coatings cause uneven or unsightly appearance issues over time and must be removed in order to successfully apply professional urethane coatings. If the Acrylic Test Kit (B9166) has determined that an acrylic floor polish is present, use Basic® Coatings Dissolver™ Floor Polish Remover to strip the acrylic floor polish from the hardwood floor.

FEATURES

- Low foaming
- Low odor
- Easy to use

PROPERTIES

Color	Water White
Fragrance	Mild
pH Concentrate	10.5 – 11.0
pH at Dilution	10.0
Packaging.....	Case/4 – 1 US gallon (3.78 L)

DIRECTIONS FOR USE

Read the entire label before using this product.

FLOOR POLISH REMOVAL PROCEDURE:

NOTE: During the stripping process floors can become extremely slippery. Please use caution.

1. To prepare the floor for the cleaning process vacuum or sweep loose dirt from the floor and pay special attention to corners.
2. Always mix Dissolver™ 1:5 with cool water for best results.
3. Use a pump sprayer or Dirt Dragon™ solution wand to apply a thin layer of Dissolver™ Solution to the floor. Be careful not to apply too much solution.
4. Work in small areas around 50 sq. ft.
5. Let the Dissolver™ Solution dwell for no more than 1 minute of contact time. Dissolver™ will begin to emulsify the floor polish.
6. Scrub the area with the Dirt Dragon™ and diluted Dissolver™ and remove the emulsified stripper solution.
7. Manual agitation with a non-abrasive scrubbing pad may be needed for heavy floor polish buildup.
8. Repeat this process in small areas until all floor polish has been removed before moving on to the next area.

9. Retest the floor with the Acrylic Wax Test Kit to make sure that all floor polish has been removed from the floor.
10. Rinse the floor with the Dirt Dragon™ and Squeaky™ to neutralize the floor and prepare it for coating.
11. Allow the floor to dry.
12. Coat the floor with Hardwood Floor Refinisher.

ADDITIONAL PRODUCT USE: This product can be used to remove multiple coats of water-based acrylic and urethane fortified floor finishes from all types of resilient tile and hard surfaces. Not recommended on linoleum or sheet vinyl floors. Color bleeding or discoloration may occur on linoleum, rubber tile, or asphalt tile. Apply solution liberally to floor surface. Allow 3-5 minute contact time. Be sure to keep surface wet at all times. Agitate with a low speed rotary machine, automatic scrubber or stripping machine. Pick up solution with a wet vacuum, automatic scrubber or mop and bucket and thoroughly rinse the floor.

PRECAUTIONS

Keep out of reach of children. For industry use only. **WARNING: SEVERE SKIN AND EYE IRRITANT. VAPORS HARMFUL IF INHALED.** Contains Benzyl Alcohol. Harmful if absorbed through skin. Wear gloves and splash goggles. Avoid contact with eyes, skin, and clothing. Use only with adequate ventilation. **FIRST AID:** Removed contaminated clothing immediately. **SKIN:** Flush area with large quantities of water for 15 minutes. Seek medical attention if irritation persists. **EYES:** Flush eyes with large quantities of water for 15 – 20 minutes. Seek immediate medical attention. **INHALATION:** Remove to fresh air. If not breathing, call 911 or an ambulance, then administer artificial respiration. **INGESTION:** If swallowed, contact a poison control center immediately for treatment advice. Do not induce vomiting unless advised to do so by poison control center or doctor. Never give anything to an unconscious person to ingest.

Obligation Of Manufacturer/Seller

The following is made in lieu of all warranties expressed or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for injury, loss or damage, direct or indirect or consequential, arising out of the use of or the inability to use the product. Before using, the user shall determine the suitability of the product for the intended use and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be altered except by an agreement signed by officers of seller and manufacturer.

TJ Conroy

From: Northeastern Supply House [northfloors@embarqmail.com]
Sent: Tuesday, February 04, 2014 3:24 PM
To: TJ Conroy
Subject: dirt dragon information

Hello TJ,

New Dirt Dragon	\$2,625 plus tax & shipping
Refurbished Dirt Dragon	\$1,750 plus tax & shipping
Used Dirt Dragon	\$1,050 plus tax & shipping
IFT cleaner	\$22.99/gal purchase a case of 4 / save \$1.00 gal.
Squeaky	\$19.99/gal purchase a case of 4/ save \$1.00 gal.

If you have any questions, please give me a call at 330-898-5183.

Thank you for allowing me to help you. Have a great day.

Sherri

Northeastern Supply House



MEMORANDUM

Date: February 18, 2014

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager 

Subject: PennDel ISA Arbor Day of Service/Tree Climbing Competition

Background:

There are 458 trees in Dormont Park as identified in a study done by Bartlett Tree Experts in 2011. These are mature trees that require maintenance including trimming and occasionally removal. In order to maintain these trees properly we added into the 2013 Budget the first of 3 years' worth of funding to try to catch up with our tree maintenance in Dormont Park. The 2014 Budget includes \$12,315 for the second year of this project.

Discussion:

We have been approached by the PennDel chapter of the International Society of Arboriculture (ISA) to host their annual Arbor Day of Service and the Western Pennsylvania Tree Climbing Competition. The Arbor Day of Service would be held on March 21, 2014 (March 28th would be the rain day) and involves 15-25 volunteer tree crews coming to the Park and trimming as many trees as possible all in one day. As you can see from the attached information sheet, ISA provides the volunteers and the equipment and our only responsibility is to funding for breakfast, lunch and sweatshirts for the volunteers. They estimate that cost to be \$2,500 to the Borough but if we were to handle this internally we would probably be able to keep that number lower. In exchange, they estimate that we will get \$20,000 to \$30,000 worth of tree maintenance, double or more what we have budgeted for this year.

Following this event, the ISA is then asking to be able to utilize the Park and our trees for their annual Tree Climbing Competition to be held on May 17, 2014 (rain date of May 18th). For this we would have no obligation other than to provide access to the park and its facilities and arrange for MRTSA to be present. Because we expect to be paving the swimming pool parking lot at this time, their equipment and vehicles will be restricted to along the trail and in the parking lot on Annapolis. This competition is open to the public and will provide us with some very good, positive press coverage of the event. ISA ensures that all liability waivers and insurance are provided and the Borough is protected for both of these events.

Given the low cost of \$2,500 as compared to the high value of at least \$20,000 worth of tree maintenance, the Parks Foreman and I believe that this is a good investment for the Borough which will not only help us maintain our Park trees but also provide us with positive publicity. If Council approves an expenditure up to \$2,500 we will have just under \$10,000 left in the Shade Tree Department budget, Tree Trimming Contract line item that could either be expended on additional tree maintenance in other parts of the Borough or used to offset extra costs in other areas of the 2014 Budget.

Recommendation:

I recommend that Council authorize expenditures of up to \$2,500 for the PennDel ISA Arbor Day of Service on March 21, 2014 and the Western Tree Climbing Competition on May 17, 2014.

JN

Attachment

Cc: T. J. Conroy, Parks Foreman
Michael Bisignani, Police Chief

2014 PennDel ISA Western Tree Climbing Competition (WTCC) and Arbor Day of Service

Arbor Day of Service (Friday in March)

- 15-25 volunteer tree crews (40-70 individuals) provide expertise, labor, and machinery to prune and remove trees that are prioritized by park's need and accessibility and availability of crews/equipment on day of event (average value of work is \$20-30,000.)
- Event begins at 7-7:30 with breakfast, lunch at 11:30-12 and wraps up around 2pm

Support needed from municipality for Arbor Day of Service

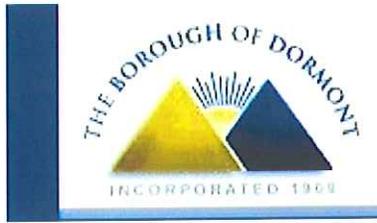
- Reserve parking lots for tree crew trucks and equipment
- Possible partial or complete closure of streets running through park
- Provide funding for breakfast for volunteers (bagels and coffee)
- Provide funding for lunch for volunteers (something more than pizza)
- Provide funding for hooded sweatshirts to be printed for the volunteers
- Purchases can be made by municipality or funds can be given to committee who will take care of ordering, etc. Total funds needed, approx. \$2,500.00
- If wood chip and log disposal can be provided, number of trees pruned and removed will increase substantially
- Meet with committee to identify priority work areas/trees prior to event
- Provide support during event and thank volunteers

Western Tree Climbing Competition setup day May 16, event May 17, rain date May 18

- 25 climbers from across Pennsylvania and Delaware compete in 5 stations.
- Vendors including food, arborist supply set up to support event
- Open to the public, past competitions have attracted 30 to several hundred spectators
- Possible kids climb if funding for insurance is found that is free and open to the public
- May 17th event begins at 7am and is usually complete by 6pm
- May 16th set up day usually involves 5 tree crews working from 7:30am to 2pm

Support needed from municipality for WTCC

- Reserve park facilities (pavilions, part of parking lot for WTCC)
- Ensure that no conflicting events are scheduled for the same day in the park
- Provide access to restroom facilities
- Remove garbage (minimal 5-6 bags)
- Allow WTCC trailer to be parked in park overnight of May 16-17th
- If funds remain, help to sponsor t-shirt printing for competitors
- Facilitate all permits and approvals need from municipality for event
- Provide on site ambulance for duration of active time of event (8am to 4pm)



MEMORANDUM

Date: February 18, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Main Street Business Recognition Banner Program

Background:

Main Street, the Borough's Community Development Corporation (CDC) has been working for some time on developing a program of street banners that will identify businesses and be sponsored by those businesses. They have now reached the stage where they have a design and will begin soliciting business sponsors.

Discussion:

The Main Street Banner Program includes the following aspects:

- Main Street will buy the banners and then each business that sponsors a banner will pay for the banner plus a small fee that will go to Main Street.
- The banners usually last about three years.
- Each sponsored banner will have the name of the business and either their phone number or website or street address at the bottom of each banner they sponsor.
- If a business closes, then that banner will need to be taken down and either a new business sponsored banner or a generic Main Street banner will be put up.
- Banner sizes are 24" by 60" on West Liberty Avenue and 24" by 36" on Potomac Avenue.
- Street Department staff will be responsible for placing the banners on the poles and removing them.
- The manufacturer has indicated that no slits are necessary on the West Liberty Avenue banners.

I am asking Council for approval of this program since Borough staff are responsible for mounting the banners and since we would be liable should the banners do damage to a pole. Banners are installed on the sidewalk side of the pole and so they can be installed using a ladder instead of a lift truck. The initial installation of the brackets and banner takes about one half hour each. Replacement using the already in place brackets would only take about 10 minutes.

Main Street already has a number of businesses who have expressed an interest in sponsoring banners and will begin ordering should the program be approved by Council. Businesses include #1 Cochran, Cips, Northway Christian Community Church, Sterling Yoga and the Hollywood Theater.

Recommendation:

I recommend that Council approve the Main Street business recognition banner program so that they can begin selling banners to businesses.

JN



MEMORANDUM

Date: February 19, 2014
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Agreement for Annual Audit Services for Dormont Library

Background:

Maher Duessel began working for the Borough in 1990 performing our annual audits. For a number of years now, they have also been performing the annual audit for the Dormont Public Library. The Borough has been paying for these services and is the organization that has the agreement with Maher Duessel for these services. The last two year agreement for these services expired after the Fiscal Year 2012 audit.

Discussion:

Maher Duessel has submitted the attached engagement letter to continue doing the audits for the Library. Their proposal is for two (2) years at a cost of \$1,830 for the FY 2013 audit and \$1,890 for the FY 2014 audit. The Borough has built these costs into our budget each year in the Finance Department, Auditing Services line item. There are funds available for this in the Borough's FY 2014 Budget.

Recommendation:

I recommend that Council authorize me to execute a two year extension of our agreement with Maher Duessel for audit services for the Dormont Public Library beginning with the Fiscal Year 2013 audit.

JN

Attachment

Cc: Sherri Pruce, Bookkeeper

February 5, 2014

Honorable Members of Council
Mr. Jeff Naftal
Borough Manager
Borough of Dormont
1444 Hillsdale Avenue
Dormont, PA 15216

Dear Council and Mr. Naftal:

We are pleased to confirm our understanding of the services we are to provide for the Dormont Public Library (Library), a component unit of the Borough of Dormont for the years ended December 31, 2013 and 2014.

We will audit the statement of cash receipts, cash disbursements, and changes in fund balance/statement of activities (financial statement) of the Library as of December 31, 2013 and 2014.

We will also prepare the Library's IRS Form 990 for the years ended December 31, 2013 and 2014.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Library's attorneys and confirmations from financial institutions as part of the engagement, and they may bill you directly or indirectly through us for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be

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examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Library or to acts by management or employees acting on behalf of the Library.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Library and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Management Responsibilities

You agree to assume all management responsibilities for the tax services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with

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suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

As part of the engagement, we will compile the IRS Form 990 for each of the years ending December 31, 2013 and 2014. This compilation does not constitute tax advice or assistance. You will be required to review and approve those returns prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those returns. Furthermore, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will advise you with regard to tax positions taken in the preparations of the information returns, but the responsibility for the information returns remains with you.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (1) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statement to achieve fair presentation.

You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Library from whom we determine it necessary to obtain audit evidence. Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Library involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Library received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Library complies with applicable laws and regulations.

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Engagement Administration and Other

The Library's accounting staff will prepare schedules and reconciliations requested by the auditors. The Library will generate trial balances, revenue and expense reports, and other customized reports requested by the auditors. The Library and Maher Duessel will agree upon a list of schedules, reconciliations, and computer reports to the extent possible during interim procedures.

David P. Duessel is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Professional standards require Maher Duessel to establish policies and procedures designed to provide it with reasonable assurance that it deals appropriately with complaints and allegations. It is Maher Duessel's policy that any complaints or allegations should be reported to the managing partner (David P. Duessel), who is also the engagement partner identified within this letter, or to the quality control partner (Diane E. Edelstein).

Audit Meetings

Management will arrange for Maher Duessel to meet with the Library's Council or an appropriate committee thereof, in connection with the audit(s). Generally, the meeting can occur in advance of and following the completion of year-end fieldwork for the audit of the Library's financial statement.

Use and Distribution of Reports

Maher Duessel will provide draft reports to management for review and approval before issuance. Final reports for internal use and external distribution will be delivered to the Library. The Library's use and distribution of reports is expected to be limited to (1) filings routinely required by non-profit agencies, (2) existing and potential donors, and (3) internal use. If the Library intends to publish or otherwise reproduce the financial statement and make reference to our firm name, the Library agrees to provide Maher Duessel with printer's proofs or masters for our review and approval prior to printing. The Library also agrees to provide Maher Duessel with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of the audited financial statement, including financial statement published electronically on your website, you understand that electronic sites are a means to distribute information, and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic sites with the original document.

Confidentiality

The Library understands that the AICPA Rules of Professional conduct ordinarily preclude an auditor from disclosing confidential information obtained in the course of an audit engagement unless the client specifically consents. Professional standards also require that auditors prepare working papers to document

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the performance of the audit. While such working papers will remain the property of Maher Duessel, the Library will have a right to a copy of any working papers that contain data that constitutes part of a client's records. The AICPA requires members who practice public accounting to participate in either a Quality Review or Peer Review practice-monitoring program. Maher Duessel is enrolled in such a program. The Library grants permission for Maher Duessel to respond fully to inquiries and allow review of working papers in connections with practice monitoring program activities.

We may also be requested to make certain workpapers available to grantor agencies pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Maher Duessel personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the grantor agencies. The grantor agencies may intend, or decide, to distribute the photocopies of information contained therein to others, including other governmental agencies.

Fees

Professional fees for the scope of recurring services will be:

	<u>2013</u>	<u>2014</u>
Audit	\$ 1,210	\$ 1,250
IRS Form 990	<u>620</u>	<u>640</u>
	<u>\$ 1,830</u>	<u>\$ 1,890</u>

Out-of-pocket expenses associated with these services will be reimbursed.

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event that representation by legal counsel, during the term of this agreement or subsequently, is deemed necessary by Maher Duessel in connection with any aspect of this engagement, fees and expenses for counsel will be reimbursed to the auditor as out-of-pocket expenses.

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Additional Services

Maher Duessel may provide additional services which can be either non-recurring matters or changes to the scope of recurring services, including matters such as: (1) changes to the body of compliance and other requirements applicable to the Library; (2) changes in the nature or scope of programs that comprise the reporting entity; (3) changes in the application of accounting principles or the application of new principles; (4) changes to auditing standards of a nature that results in an increase in the audit effort required; (5) management requests for procedures of a nature and extent beyond those necessitated for an audit; (6) consent letters; and (7) matters of management responsibility (e.g. the condition of records) or other matters beyond Maher Duessel's reasonable control that impair the efficient conduct or expand the scope of effort beyond the audit procedures necessary for the scope of recurring services.

In the event that the Library requires additional services, the Library may request that Maher Duessel provide such additional services and pay fees based upon professional hours.

* * * * *

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Maher Duessel

BY:



David P. Duessel - President

The arrangements described above are accepted by the Dormont Public Library.

BY:

Signature

Title

Name of authorized signer

Date



MEMORANDUM

Date: February 18, 2014
To: Jeff Naftal, Borough Manager
From: Kristin Hullihen, Recreation and Community Affairs Director
Subject: Agreement with PRINT for new Borough Maps

Below you will find some information on PRINT. I've met with a representative, and sent in the agreement. There will be a 4-6 week process where they will contact local businesses for sponsors. The borough will work on the map and other information for printing. PRINT provides a mailing to each address within the borough, as well as extra copies to keep at the Borough Building.

Background:

PRINT is a public relations publishing firm that works exclusively with Pennsylvania and New Jersey local governments to produce a Municipal Directory and Map. They assist government officials in communicating with their citizens. PRINT has worked with hundreds of townships, boroughs, cities, county governments, emergency management organizations and business associations for the past 20 years. The Borough used them for our 1997 and 2004 maps. The 2009 map was done by another company and not as nice looking or as well received.

PRINT specializes in providing a customized municipal directory of information, including a detailed local map with businesses advertising as sponsors- *NO COST TO THE MUNICIPALITY!*

There are three (3) components to each Municipal Directory:

1. The directory pages are designed to inform and educate residents about their local municipal services and facilities: how to contact elected and appointed officials, posted schedules of meeting times, recreational areas and available programs for residents, community events, ordinances, tax information, voting polls and precincts, police, fire, and emergency services, and much more! All useful and necessary information that residents need to know about the place they own property, raise a family, work, worship, and spend their lives.

2. The municipal map is drawn to scale using various available data. It will include all current streets and roads color coded for easily recognized designation. A legend will illustrate all marked points of interest as all new developments and park and recreation areas are given special attention. A street index is included as well as a county locator map to show relationship within the county. Special areas that can be included are waterways, shopping and historical districts, zoning districts, zip codes, voting districts and polling locations, fire districts and emergency routes, and much more!

3. The area around the map features local businesses and professionals advertising their products and services. Their physical location is keyed into the map. Sponsoring businesses participate with their advertising dollars ---- therefore zero cost to the municipality – with no tax dollars being used! This publication becomes an inexpensive promotional tool for businesses because it is mailed directly to all residents. And it continues to benefit sponsoring businesses because it is given to new residents and visitors when they are getting acquainted with the community.

The PRINT Directory and Map lives on after the initial mailing, as it continues to be used for 3-5 years by local government entities, businesses, and residents as a valuable municipal reference tool.