

MEMORANDUM

Date: June 19, 2013
To: Jeff Naftal, Borough Manager
From: Wayne R. McVicar, P.E., Borough Engineer
Subject: Engineer's Report – June 2013

1. COUNCIL ACTION REQUESTED

a. Belrose Avenue Crosswalk

Recommend approval of a proposal from Laurel Asphalt, for an amount not to exceed \$1,760.00, for the installation of a textured thermoplastic synthetic crosswalk on Belrose Avenue at the intersection with Potomac Avenue.

2. ENGINEERING IN PROGRESS

a. Pop Murray Field ADA Access

Design is complete. Final construction plans & specifications were submitted to SHACOG on May 29, 2013 for bidding. Project is anticipated to be out to bid by the end of June.

b. 2013 Capitol Road Construction Project

Project consists of Mervin Avenue for reconstruction, the repaving of the pool parking lot and the resurfacing of various streets. Design work is anticipated to be completed the week of June 17th, with the project out to bid by June 28th.

c. Municipal Sewershed Feasibility Report

Preparation of the feasibility report is ongoing. Submission of the full report is due July 31, 2013. Financial Capability report has been submitted.

d. Allegheny County Health Department Semi-Annual Progress Report

Report was submitted on June 1, 2013. Next report due January 1, 2014.

- e. **Belrose Avenue Crosswalk**
Alternate crosswalk designs have been considered for the crosswalk on Belrose Avenue at the intersection with Potomac Avenue, in lieu of striping or brick construction. We have been in discussions with Laurel Asphalt, Inc. in consideration of an intermediary design, which has a longer life than painting, has the texture and beauty of a brick walk, but at less cost. As a test case, Laurel Asphalt, Inc., has agreed to install a stamped textured thermoplastic synthetic crosswalk for an amount not to exceed \$1,760.00 to be installed in coordination with the 2013 Capitol Road Project.

3. **CONSTRUCTION IN PROGRESS**

- a. **SHACOG O&M Preventive Maintenance – Year 2 (Jet Jack, Inc.)**
A pre-job meeting was held with contractor on 3/14/13. Construction began on 3/19/13 and was 98% completed by 4/1/13. Follow up work is scheduled for the week of June 17th.
- b. **Joint Municipal SHACOG Sanitary Sewer Lining Project – Year 6 (C-55122-1225; Robertson Pipe Cleaning Company)**
Project is close to completion. Gateway Engineers, Inc. will complete and close out.
- c. **Pool Parking Lot Collapse**
Project is complete except for final paving. Removal of the material stockpiled at the salt building was completed April 26, 2013. Final asphalt restoration will be included in the 2013 capitol road construction project.

;DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY SUMMARY REPORT

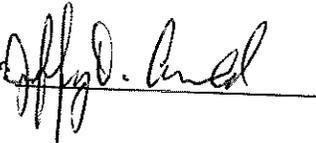
May 2013

<i>Total Alarms</i>	<i>22</i>
<i>Drills.</i>	<i>1</i>
<i>False Alarms.</i>	<i>2</i>
<i>Alarms in Houses.</i>	<i>13</i>
<i>Alarms in Buildings.</i>	<i>9</i>
<i>Mutual Aid (Given to other Departments)</i>	<i>6</i>
<i>Alarms Involving Automobiles and Trucks.</i>	<i>6</i>
<i>Alarms Involving Brush, Rubbish, Misc.</i>	<i>0</i>
<i>Day Alarms 06:00 AM. To 06:00 PM.</i>	<i>15</i>
<i>Night Alarms 06:00 PM. To 06:00 AM.</i>	<i>7</i>
<i>Total Number of Volunteers at Alarms.</i>	<i>98</i>
<i>Total Number of Volunteers at Drills</i>	<i>11</i>
<i>Total Number of Apparatus Operators at Alarms.</i>	<i>43</i>
<i>Total Number of Apparatus Operators at Drills</i>	<i>4</i>
<i>Estimated Value of Property Involved in Fires</i>	<i>200.00</i>
<i>Estimated Property Lost Due to Fire</i>	<i>200.00</i>
<i>Single Largest Fire Loss.</i>	<i>200.00</i>
<i>Monthly Stipend</i>	<i>\$1,035.00</i>

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

- 13-0000111 Dormont Fire Assist Mt. Lebanon Fire
- 13-0000112 Dormont Fire Assist Mt. Lebanon Fire
- 13-0000114 Dormont Fire Assist Mt. Lebanon Fire
- 13-0000117 Dormont Fire Assist Mt. Lebanon Fire
- 13-0000119 Dormont Fire Assist Mt. Lebanon Fire
- 13-0000122 Dormont Fire Assist Mt. Lebanon Fire

Dormont Fire Chief



Date: May 2013

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY ALARM SUMMARY

<u>MONTH YEAR</u>	<u>TOTAL ALARMS</u>	<u>TOTAL DRILLS</u>	<u>TOTAL DAMAGES</u>
<u>May 2013</u>	<u>22</u>	<u>1</u>	<u>200.00</u>
<u>05/03/13</u>	<u>2822 Dwight Ave.</u>	<u>Illegal Burn</u>	<u>None</u>
<u>05/09/13</u>	<u>3269 W. Liberty Ave.</u>	<u>False Alarm</u>	<u>None</u>
<u>05/10/13</u>	<u>2911 Glenmore Ave.</u>	<u>Vehicle Accident</u>	<u>None</u>
<u>05/10/13</u>	<u>2627 W. Liberty Ave.</u>	<u>Vehicle Accident</u>	<u>None</u>
<u>05/12/13</u>	<u>1465 Mervin Ave.</u>	<u>Porch Fire</u>	<u>200.00</u>
<u>05/13/13</u>	<u>W.Liberty@Potomac</u>	<u>Vehicle Accident</u>	<u>None</u>
<u>05/18/13</u>	<u>1310 Tennessee Ave.</u>	<u>Vehicle Leaking Fuel</u>	<u>None</u>
<u>05/19/13</u>	<u>W.Liberty@Pioneer</u>	<u>Vehicle Accident</u>	<u>None</u>
<u>05/20/13</u>	<u>1500 Washington Rd.</u>	<u>Electrical Fire(Mutual Aid)</u>	<u>None</u>
<u>05/21/13</u>	<u>293 Beverly Rd.</u>	<u>Sparking outlet(Mutual Aid)</u>	<u>None</u>
<u>05/22/13</u>	<u>3040 Grassmere Ave.</u>	<u>Water Problem</u>	<u>None</u>
<u>05/22/13</u>	<u>101 Lawncroft Ave.</u>	<u>Kitchen Fire(Mutual Aid)</u>	<u>None</u>
<u>05/23/13</u>	<u>3200 Annapolis Ave.</u>	<u>Gas Odor (Drill)</u>	<u>None</u>
<u>05/23/13</u>	<u>1455 Hillsdale Ave.</u>	<u>Dept. Drill</u>	<u>None</u>
<u>05/24/13</u>	<u>1636 McFarland Rd.</u>	<u>Residential Lockout</u>	<u>None</u>
<u>05/24/13</u>	<u>700 Bowerhill Rd.</u>	<u>Smoke Showing(Mutual Aid)</u>	<u>None</u>
<u>05/25/13</u>	<u>1524 McFarland Rd</u>	<u>False Alarm</u>	<u>None</u>
<u>05/26/13</u>	<u>1163 Firwood Rd.</u>	<u>Smoke Showing(Mutual Aid)</u>	<u>None</u>
<u>05/28/13</u>	<u>2740 Voelkel Ave.</u>	<u>Burnt Food</u>	<u>None</u>
<u>05/29/13</u>	<u>2804 Voelkel Ave</u>	<u>Wire Down</u>	<u>None</u>
<u>05/30/13</u>	<u>165 Sleepy Hollow</u>	<u>Structure Fire(Mutual Aid)</u>	<u>None</u>
<u>05/30/13</u>	<u>1200 Arkansas Ave.</u>	<u>Vehicle Accident</u>	<u>None</u>



BOROUGH OF DORMONT

EXECUTIVE SESSION 6:00 PM

Legal Matter: Pitcher Park Foundation

REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL HELD ON MONDAY, JUNE 3, 2013 7:00PM IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS

Council President McCartney called the Regular Business Meeting of the Dormont Borough Council to order.

McCartney stated that there was an Executive Session at 6:00 pm on the Legal Matter for the Pitcher Park Foundation and there is a settlement agreement; it will be added to the Agenda if you wish to comment. As stated last month, the agreement would be to reimburse the foundation \$12,290.00; in turn the foundation would hold council, previous council harmless and vice versa and that would be the end of it. The agreement will be online at the borough's website. Also discussed was the Fire Department/Police Department contract related to the Fire Apparatus/Desk Officers. There was also a discussion about the renewal of the Borough Manager's contract that will expire in July.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following members of Council responded to roll call:

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

Also present: Jeffrey Naftal, Manager
John Rushford, Borough Solicitor
Chief Mike Bisignani
Mayor Tom Lloyd
Erica Bosh, Jr. Council Member

REGISTERED COMMENTS FROM THE PUBLIC

None

COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

Karen Gottschall, 3223 Pinehurst Avenue RE: Action Item G, Removal of Recreation Board Member and Appointment of New Recreation Board Member.

Michelle Ross, 3251 Beacon Hill Avenue RE: Action Item H, Pitcher Park Foundation Settlement agreement.

The Manager explained the Dormont Borough Code as it pertains to the set up of the Recreation Board, Section 54-2.

COMMENTS FROM THE MAYOR

Mayor Lloyd commended Betty Helf on forty-seven years working for Dormont as a School Guard, Cashier at the Dormont Pool and a Matron of the Dormont Police Department. He stated that Betty was not present.

Lloyd stated that the Borough lost one of its School Guard/Meter Person of fifteen years, Bob Rivet, who passed away last week. Bob was a big supporter of the Dormont Boosters.

Lloyd read the Police Report for the month of May; there were 383 calls for service for the Police Department and over the weekend there were three burglaries. Be sure to keep your doors and windows on the first floor locked.

COUNCIL COMMITTEE REPORTS

Community Affairs/Recreation: Fabus stated that Mr. Rivet was a Dormont Booster since 1964, he will be missed.

Fabus reported that the Recreation Board had four bands participate in the Battle of the Bands at the Hollywood Theater in Dormont; the winner was Masters of the Universe. Lou Petosi of Silent Partners donated the lighting and Diversity on West Liberty Avenue donated the sound system. There were approximately forty paid attendants. The Masters of the Universe will be invited to participate in the Street Fair since they were the winner. Fabus stated that Vanessa will be replaced on the Recreation Board because she is moving out of Dormont. He thanked her for working so hard for the organization and hopes she will stay around as an associate member. June 14th is the first day of

Movies in the Park; the borough will be showing Madagascar 3 in the pool lot. Fourth of July is coming and the Dormont Recreation Board will be sponsoring Races at the Pool for the 100th Anniversary of Dormont Day. The new pool manager, Mary Jo Maloney, will work on the types of races for the kids. Farmer's Market is now under way and will be every Monday thru October. "Dream Dormont" is a meeting that is part of the Borough's Comprehensive Plan and will be held at the Hollywood Theater Wednesday, June 5. Saturday, June 1 there were about a dozen volunteers at Passive Park planting sunflower seeds from a grant that our Recreation Director, Kristen Hullihen secured.

Betty Helf arrived late and Mayor Lloyd formally thanked her for her many years of dedicated service and presented her with a plaque and check from the Borough.

Finance and Legal: nothing to report

Property, Supplies and Planning: Martino reported that herself, Bill McCartney, some Dormont residents, and Mrs. Moreland with the Historical Society, met and had a discussion about the sign out front of the Municipal Center. It was decided that the sign is not the best fit for the hill; they will be reviewing options and will let everyone know their decision. Also, Martino stated that the committee interviewed for the Planning Commission and will speak further about that in some of the motions.

Public Safety/Public Service: Hodson reported that the committee met on May 16 about the problems that were brought up during the last Pub Tour. There will be another meeting held on June 10 at 6:00 PM to have more discussions regarding the Pub Tour and will also discuss the Police Desk/Fire Apparatus Employees, the Employee Personnel Handbook, a personnel matter regarding the new layout of the Code Enforcement that we will be implementing shortly. Hodson then asked the Solicitor to give an update on the Vacant Property Recovery Program.

Rushford stated that they have been working on the conservatorship petitions and have identified two properties for court approval by petition to have a conservator appointed to rehab these homes. Rushford stated that he has met with the proposed conservator and the Building/Zoning Official and Enforcement Official and went over the petition process. Rushford stated that by being involved in speaking engagements in the County through the Bar Association, he has been able to view participation by the City of Pittsburgh in their process; some of the nonprofits in the City, Operation Better Block, have been adopting this process. Dormont will be the first Borough that he is aware of in this State, to take advantage of this process. He will be presenting this weekend at a Bar Association event, not only on the Borough Code but on the opportunities on addressing urban blight. Rushford is hoping to present these petitions in July to the Court of Common Pleas of Allegheny County to adopt the process. The homes, located on Broadway and Dormont Avenues, are unique housing stock in Allegheny County; one with a wrap around porch.

COUNCIL PRESIDENT REPORT

McCartney stated how important the "Dream Dormont" meeting is for the Borough and encourages everyone to attend.

CONSENT AGENDA

Motion by Fabus, second by Martino to accept Consent Agenda Items. Maggio stated that he would like Items C, approval of the Minutes from May 6, 2013, and D, approval of the Warrant List, removed from the Consent Agenda.

McCartney asked if Fabus would amend his motion to delete Consent Agenda Item C. Motion to approve the Minutes of the May 6, 2013 Council Business Meeting, and Item D. Motion to approve the Warrant List for May 6, 2013.

Motion by Fabus, Second by Martino to amend the motion to remove Item C and Item D, from the Consent Agenda. Motion Carried 7-0.

Motion by Fabus, second by Martino to accept Consent Agenda Items A, B, E, F, G, H, I (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, E. Motion to approve the resignation of Ms. Betty Helf as School Crossing Guard effective May 3, 2013, F. Motion to approve the hiring of William Hill as Summer Laborer for the Parks Department effective May 20, 2013 at a salary of \$10.50 per hour, G. Motion to approve the hiring of Jordan Ross and Ian McFarland as Summer Laborer for the Parks Department effective May 6, 2013 for Mr. Ross and May 13, 2013 for Mr. McFarland at a salary of \$10.50 per hour, H. Motion to approve the hiring of all seasonal summer Recreation staff at the Pool and for Summer Camp as outlined in the attached memorandum from the Recreation Director, I. Motion to approve the appointment of Charles Arrigo to the Dormont Volunteer Fire Department). Motion Carried 7-0.

Motion by Costanzo, second by Martino to approve the Minutes of the May 6, 2013 Council Business Meeting. Roll Call: Maggio, No; Barilla, No; Fabus, Yes; Costanzo, Yes; Martino, Yes; Hodson, Yes; McCartney, Yes. Motion carried 5-2.

Motion by Costanzo, second by Hodson to approve the Warrant List for May, 2013. Roll Call: Maggio, No; Barilla, No; Fabus, Yes; Costanzo, Yes; Martino, Yes; Hodson, Yes; McCartney, Yes. Motion carried 5-2.

ACTION ITEMS

Council President opened PUBLIC HEARING Conditional Use for Sprint Antennas on Borough Building Roof

Motion by Martino, second by Hodson to approve a conditional use to allow Sprint to modify their cellular antenna on the roof of the Borough Building contingent on a lease amendment being approved by Borough Council. No public comments. Roll Call:

Maggio, No; Barilla, No; Fabus, Yes; Costanzo, Yes; Martino, Yes; Hodson, Yes; McCartney, Yes. Motion carried 5-2.

Council President closing PUBLIC HEARING

Council President opened PUBLIC HEARING Adoption of Ordinance No. 1598 Related to Solar Photovoltaic Systems

Motion by Martino, second by Hodson to approve Ordinance No. 1598 which amends the Zoning Code to allow for a standardized permitting process for rooftop solar photovoltaic systems. The Planning Commission recommended approval. No public comments. Motion carried 7-0.

Council President closed PUBLIC HEARING

McCartney stated that both Public Hearing meetings were advertised.

Motion by Martino, second by Hodson to appoint Mr. Ben Gajewski to fill the remainder of Mr. Tom Bartnik's term on the Planning Commission. Motion carried 7-0.

Motion by Hodson, second by Martino to approve surveying work to be done on Mervin Avenue in conjunction with the 2013 Road Program by Keystone Consultants, Inc., the low bidder, at a cost not to exceed \$2,750.00. Motion carried 7-0.

Motion by Martino, second by Hodson to purchase an Elkay Water Fountain, the low bidder, for Dormont Park at a cost not to exceed \$2,795.00. Motion carried 7-0.

Motion by Costanzo, second by Hodson to authorize the Borough Manager to execute any documents necessary to purchase two (2) new computer servers at a cost of \$18,279.06 including all hardware and software. Motion carried 7-0.

Motion by Fabus, second by Hodson to remove Vanessa Swanberg from the Recreation Board because she no longer lives in the Borough and to appoint John Essey to fill the vacant position. Hodson stated that she would like the relevant section of the Borough Code, 54-2, to be noted in the minutes. Motion carried 7-0.

Motion by McCartney, second by Costanzo to approve the Settlement Agreement and Mutual Release dated May 30, 2013, between Pitcher Park and the Borough of Dormont. The Settlement and Mutual Release contains a provision that the Borough will reimburse the Pitcher Park Foundation \$12,290.00. It also absolves the Borough, all of its employees, past, present and future and the foundation from any farther liability or legal action between the two parties. Roll Call: Maggio, No; Barilla, No; Fabus, Yes; Costanzo, Yes; Martino, Yes; Hodson, Yes; McCartney, Yes. Motion carried 5-2.

Strategic Planning Meeting was re-scheduled for Saturday, August 3, 2013.

DISCUSSION ITEMS

Update on West Liberty Avenue Redevelopment: Naftal stated that the parking lot is moving along very nicely and the new Kiosk parking system is due to arrive in about two weeks. Once the meters go in the parking lot will be ready for operation. Naftal will then meet with the Solicitor and make the next phase happen, which is the property exchange, which includes title work and actually physically transferring the properties. Naftal said he should have options for parking alternatives at the July Council Meeting. Naftal stated that he has an understanding and is hoping to get it formally in written with some money attached, with the Mt. Lebanon United Methodist Church, to use their parking lot. He said he will have to look at the options, such as, having a lot attendant or valet parking and will present everything to the Council at the July meeting.

Update on Comprehensive Plan: Naftal encouraged all to attend the Comp Plan Event on Wednesday, June 5 from 6:00 PM to 9:00 PM at the Hollywood Theater. The more people who attend, the more information we will be able to gather and the better the future of the Borough will be. Food will be available for purchase from the Hollywood Theatre; the Peoples Food Mart will also have food available as they do tonight. The Steering Committee will be present to help support the event. Also, as Councilmember Fabus stated earlier, we are looking for Focus Groups; we have members of the Steering Committee who are helping to put those Focus Groups together. The Focus Groups as of now are business, recreation, parks, youth and transportation and parking. After the Wednesday meeting there may be additional Focus Groups added if needed. The Focus Groups will be meeting in the middle of July. Naftal said the collaborative online map is filling up, along with the paper version in the hallway. He then encouraged all residents to participate in helping with the Comprehensive Plan.

Update on Voelkel and Belrose Avenue Traffic Calming: Naftal stated that the data for the Traffic Calming has been scored. Unfortunately, that data is showing that these streets did not reach the minimum score necessary to have formal Traffic Calming on Belrose and Voelkel. Naftal stated that the Traffic and Parking Planning Commission will probably be re-evaluating the policy to see if it needs to be modified to make it somewhat easier for people to get traffic calming. Naftal that he and the staff are looking at ways to address the issues. On Dormont Avenue at the crosswalk near the ball field, the streets are too narrow to put the placards in the street that inform drivers of pedestrians. The State will allow the borough to put in 36 inch signs and stop bars 20 feet in front of the crosswalks. The borough will be able to enforce them when drivers don't stop for pedestrians. The borough will try two of the signs and stop bars on Dormont Avenue. We are going to look at adding a crosswalk on Belrose Avenue coming right out of the entrance of the Senior High Rise. If we do that, we will lose a metered space and will be adding one of the new signs. The Traffic Calming criteria will be review at the Traffic and Parking Planning Commission meeting on June 11th.

Tax Collector Software: Naftal stated that Council voted previously to buy software for the Tax Collector. His office has been using it and they called for additional support from the software company; the software company was out last Thursday and we will have to pay for the service. Naftal stated that he is not aware of the amount because he has not seen the invoice yet, but it is probably around \$200.00 to \$300.00. Part of their

recommendation was to purchase a laser printer for the office and provide a backup system for the data on the computer. The total cost from the borough's IT Consultant was slightly less than \$500.00. Naftal stated that the Tax Collector is not on our system because he is not the only one accessing his software. Naftal stated he will not add him on the borough's network as long as there is a non-elected official accessing the tax data. Rushford stated that the tax collector can employ anyone he chooses to help him with his work. Naftal stated that he would like to get Council's approval for about \$800.00 for the Tax Collector's software. The tax collector and manager received the original training. Council asked that the matter be placed on the July agenda.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Michelle Ross, 3251 Beacon Hill Avenue RE: Tax Collector's employee

Costanzo asked for an update on the wall at Pop Murray Field. Naftal gave an update on the CDBG Grant that was applied for to repair the wall and to redo the ADA Access to Pop Murray Field has been tentatively approved. In order to get it approved we had to give them detailed plans of what we wanted to do so they could bid out the project. After the project bids are received would we know if they have the budget to pay for it. Naftal stated he heard from SHACOG; they're waiting for the Federal Government to pass the budget and will move forward. Naftal stated that a lot of effort was put into the project and hopes to get the grant. There is some money needed from the borough. The original project was estimated at \$75,000.00; \$64,000.00 will come from the CDBG Grant and \$11,000.00 will need to come from Council. More details will be provided when available.

There was some discussion regarding the email blasts the borough sends out. Residents are encouraged to sign up via the borough website to stay informed of the many things happening in the borough on a day to day basis.

ADJOURNMENT



MEMORANDUM

Date: June 19, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Resolution No. 05-2013 – Change in Credit Card Service Provider

Background:

Since we moved into the current Borough Hall building, the Borough has utilized the Pennsylvania Local Government Investment Trust (PLGIT) for its credit card processing, first for Borough Hall and later to include the swimming pool.

Discussion:

PLGIT is changing service providers for its credit card program from Global to Elavon, Inc. In order to facilitate that change they are asking each of their participants, including us, to pass a resolution authorizing that change and allowing us to participate in Elavon's credit card program. The attached Resolution No. 05-2013 is in the format requested by PLGIT to accomplish this.

There is no financial impact to the Borough for this change as fees remain the same.

Recommendation:

I recommend that Council approve Resolution No. 05-2013 to allow our credit card acceptance provider to utilize Elavon, Inc. for credit card services.

JN

Attachment

Cc: Sherri Pruce, Bookkeeper

**RESOLUTION 05-2013
PARTICIPATION IN MERCHANT SERVICE PROGRAM**

A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING PARTICIPATION IN A MERCHANT SERVICE PROGRAM THROUGH ELAVON, INC.

WHEREAS, the Borough of Dormont (the "Merchant") is a participant in the Pennsylvania Local Government Investment Trust (the "Trust"); and

WHEREAS, the Trust intends to enter into or has entered into a Terms and Conditions of Merchant Service Agreement dated as of April 25, 2013 (as the same may be amended and supplemented from time to time, the "Merchant Service Agreement") with Elavon, Inc. ("Elavon") and the member bank and the debit sponsor identified therein, under which Elavon will make available to the Trust's participants a Merchant Service Program (the "Merchant Service Program"); and

WHEREAS, under the Merchant Service Program, Elavon will offer to the Merchant the ability to honor at its operational locations certain credit cards and debit cards in connection with the payment of various governmental fees, fines, services and facility charges and other payments by the Merchant's customers and citizens using various electronic payment processes; and

WHEREAS, the funds collected under this Merchant Service Program will be credited to an account of the Merchant in the Trust's PLGIT Portfolio; and

WHEREAS, the Merchant may from time to time enter into additional agreements to provide for the use of additional cards or other enhancements as part of the Merchant Service Program (the "Additional Agreements"); and

WHEREAS, the Merchant desires to participate in the Merchant Service Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Merchant is authorized to participate in the Merchant Service Program.
2. The Merchant approves the PLGIT Referral Agreement, the Merchant Application and the PLGIT Agreement Regarding Merchant Service Program substantially in the form presented to this meeting.
3. The officers of the Merchant are authorized to take any actions and to execute and deliver any documents (including, without limitation, the PLGIT Referral Agreement, the Merchant Application and the PLGIT Agreement Regarding Merchant Service Program and, from time to time, Additional Agreements) as may be necessary or proper to effectuate the Merchant's participation in the Merchant Service Program and to carry out the purposes of this resolution.

ADOPTED this 1st day of July, 2013

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal
Borough Manager

Willard McCartney
Council President

CERTIFICATION

The undersigned hereby certifies that the foregoing resolution was adopted by the Council of the Borough of Dormont (the "Merchant") at a duly called and convened meeting held on July 1, 2013; that public notice of said meeting was given as required by law; that the meeting was conducted in accordance with the Pennsylvania Sunshine Act; that the resolution and the vote thereon have been duly recorded in the minutes; and that the resolution has not been altered, amended, suspended or repealed and is still in full force and effect as of the date of this certificate.

WITNESS my hand and seal of the Merchant this _____ day of _____, 20__.

[SEAL]

Name: Jeffrey Naftal
Title: Borough Manager



MEMORANDUM

Date: June 3, 2013
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager 
Subject: Sewer Consent Order – Memoranda of Understanding

Background:

The Borough of Dormont receives sewage treatment services from ALCOSAN. In January 2004, ALCOSAN service area communities signed municipal consent orders related to the assessment and long-term planning of our region's sewage infrastructure. The Borough of Dormont signed a consent order at that time. Under the municipal consent orders, the Environmental Protection Agency assigned enforcement responsibility to the Pennsylvania Department of Environmental Protection (DEP) and the Allegheny County Health Department (ACHD). Because we operate a separate sanitary sewer system from our storm drainage system we received an "Administrative Consent Order," which is enforced by the ACHD. The orders end in 2015, and require communities to complete the following activities:

- Assess and map the sewer collection system
- Clean and televise the system
- Make critical repairs
- Conduct flow monitoring
- Develop a long-term wet weather control plan in conjunction with ALCOSAN

Discussion:

The Borough is a part of three (3) sewer sheds. A sewer shed is an area where all of the Borough's sewage flows to. In our case, each of our sewer sheds is a combined system that includes sewage flows from other municipalities with the City of Pittsburgh being represented by the Pittsburgh Water and Sewer Authority (PWSA). Our three sewer sheds and the municipalities involved are:

McNeilly Run: Dormont, Baldwin Township, Mt. Lebanon, PWSA
 Plummers Run: Dormont, PWSA
 Little Saw Mill Run: Dormont, Green Tree, Mt. Lebanon, Scott, PWSA

Within each sewer shed, our raw sewage is transported through miles of pipes to the ALCOSAN facility. Because we are at the top of the system from an elevation standpoint, our sewage is joined further down the pipes after it leaves Dormont with the sewage from the other communities noted above.

Over the last several years, all of the impacted communities have been meeting to determine the content of the feasibility study required in the consent order. This work has been coordinated by Three Rivers Wet Weather (3RWW) and several engineering firms. The deadline for submittal of the feasibility study is the end of July of this year. The working group set itself a number of goals in creating the study and chief among them was fairness to all of the impacted municipalities so that no one municipality bore an undue burden in paying for the work that would be required. Other considerations had to do with who would be the lead agency in each sewer shed and the scope of the work that would need to be accomplished and how long it would take to accomplish that work.

For our sewer sheds, the scope of work was determined to be new pipes running parallel to the existing multi-municipal lines and which would have the capacity to handle a two-year storm with no overflows. It was determined that because of the need to wait for ALCOSAN to complete their work in order to handle our increased flow, work on our projects will not begin until at least 2026. And then the projects will take several years to complete. That gives each municipality time to plan for the costs of the projects.

That led to the next step in the process, the 3RWW engineers working on this project calculating the costs to build all of these systems at today's dollars. Each project's cost was then discussed over many months and multiple changes were made to the scope of work to make it as cost effective as possible. Even then though the costs of these projects are many millions of dollars as shown below:

<u>SEWER SHED</u>	<u>TOTAL COST</u>
McNeilly Run	\$14,530,000
Plummers Run	\$19,010,000
Little Saw Mill Run	\$19,710,000

The next hurdle was determining how much each participating municipality would owe for their portion of these projects. The working group looked at such varied methods as building counts, inch-miles, total area of the sewer shed, and flow. Each of these methods penalized some municipalities because of the way they are laid out. For example, if building count would be utilized, Dormont would always pay more because of the high density of dwellings we have in our Borough. On the other hand, when flow was utilized we almost always came out better because we don't have a lot of big buildings and other high sewage users.

Ultimately, the working group opted to utilize peak flow numbers which are the highest flow numbers recorded during any given period, usually associated with a heavy rain event. It was felt that using peak flow would gain maximum impact with the parallel sewage system. It also allowed the design to meet the two-year storm, no overflow goal established earlier in the process. The working group then determined what percentage of the total peak flow in each segment of the project was attributable to the Borough. This was done using various hydrological surveys and statistical evaluations of the data obtained by the 3RWW engineering firms. These analyses resulted in a cost breakdown for the Borough as follows:

<u>SEWER SHED</u>	<u>TOTAL COST</u>	<u>PERCENT</u>
McNeilly Run	\$4,800,000	33.0%
Plummers Run	\$1,470,000	7.7%
Little Saw Mill Run	\$ 650,000	3.3%
TOTAL BOROUGH COST:	\$6,920,000	

The bad news then is that the Borough will be required to contribute to upgrade of ALCOSAN's sewage system almost \$7,000,000. However, those costs will not begin until at least 2026 which gives us plenty of time to bank the funds necessary. And, these are today's dollar figures. With new technology the costs for some of the project could go down by 2026. Also, if we implement other improvements, such as the proposed project on Athens Alley, there is a possibility that prior to 2026 we can reevaluate our peak flow and reduce our share of the costs by reducing our peak flow numbers. And finally, if the other participants in each shed make modifications that reduce the scope of the project, our cost will go down as the total cost of each project goes down.

The other relatively good news in funding this project is that we already have about \$3,000,000 in the bank. And we have been saving about \$300,000 per year to add to that total. If we continue that pace for the next 13 years, we would accumulate an additional \$3,900,000 which would cover the total cost of the project in today's dollars. What this means for our residents is we would not need to increase sewer rates over the next 13 years unless there were major capital projects that need funding. If we continue on our current path we will not need to issue any debt nor will we need to ask our residents to pay more for the consent order projects. Despite this, as we get closer to 2026 we need to be mindful of the upcoming project and reevaluate our situation at that time.

Once the working group had decided on the scope of the projects and the cost sharing for each municipality, the final part of this is to write the feasibility study for submittal in July. Each sewer shed had to determine who would be the lead agency. In our sheds, PWSA agreed to be the lead agency and write the studies. This is a huge benefit to the Borough in both staff time and real dollars as all we need to do is agree on the project scope. But the consent order requires us to agree to participate in the projects contemplated by the study so the working group asked how that would be done when the feasibility study is a joint effort. The answer was that Memoranda of Understanding (MOU) would be needed from each municipality.

The MOUs that have come out of this process are designed to bind the Borough to the project and the percentage that the Borough is responsible for but the project amounts remain flexible and as noted above the percentage could be modified later should our peak flows change. The MOUs for our three sewer sheds are attached to this report. They have been reviewed by the Solicitor and provide enough substance to satisfy our consent order while at the same time leaving us the flexibility to adapt to changes by the time the work will actually begin in 2026. Approval of these MOUs is required in order for us to meet our obligations under the 2004 consent orders and so I am asking Council at this time to approve all three MOUs.

Recommendation:

I recommend that Council approve the three Memoranda of Understanding related to the 2004 Sewer Consent Order as required by that Consent Order.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer

**MEMORANDUM OF UNDERSTANDING
FOR SEWER IMPROVEMENT PROJECT
IN THE S-15 - McNEILLY RUN SEWERSHED**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of the _____ day of _____, 2013 by and between Baldwin Township, Dormont Borough, Municipality of Mt. Lebanon, and The Pittsburgh Water and Sewer Authority, (individually a “Party” or “Municipality and collectively the “Parties” or “Municipalities”).

RECITALS:

WHEREAS, the Municipalities entered into a Consent Order and Agreement (“COA”) with the Commonwealth of Pennsylvania Department of Environmental Protection (“PADEP”) and/or an Administrative Consent Order (“ACO”) with the Allegheny County Health Department (“ACHD”); and

WHEREAS, the development, construction, acquisition and equipping of certain improvements, extensions, upgrades and expansion of the various sewer systems owned and operated by, consisting of 11 (eleven) separate work areas, will be proposed to provide the system improvements required by the COA and/or ACO; and

WHEREAS, the Municipalities are required to prepare a Feasibility Study and submit it to the PADEP and/or ACHD by July 31, 2013; and

WHEREAS, the Municipalities must agree on certain aspects of the PROJECT for a Feasibility Study to be prepared and submitted; and

WHEREAS, the preparation of such a Feasibility Study will require the coordination and cooperation of the Municipalities;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITION OF TERMS**

Whenever the following terms are used in this Memorandum of Understanding they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. ALCOSAN model means the model used by ALCOSAN, 3 Rivers Wet Weather, and the municipal engineers to calculate the peak flow capacity rates cited in the provisions set forth herein.
- B. Feasibility Study means the study which the PADEP and/or ACHD require from the Municipalities or from some of them.
- C. Lead Entity means The Pittsburgh Water and Sewer Authority.
- D. Total Cost means the total of all costs associated with the design, financing, development, engineering, capital construction, inspection, permitting, legal, and land or right-of-way acquisition of/for a Segment or PROJECT.
- E. PROJECT means the complete work required to provide the system improvements required by the COA and/or ACO.
- F. Segment or Segments means a separate portion of the work of the overall PROJECT as defined below.

**ARTICLE II
RESPONSIBILITIES & DUTIES**

- A. The purpose of this Memorandum of Understanding is for the Municipalities to coordinate, complete and submit a Feasibility Study for the S-15 - McNeilly Run Sewershed.
- B. The division of responsibilities for the Feasibility Study shall be as follows:
 - (i) The Lead Entity will be responsible for the coordination, assembly and preparation of the Feasibility Study.
 - (ii) Each of the other Municipalities will be responsible for providing the Lead Entity the detailed information for their Segments and other municipality-specific information and improvements required to be included within the Feasibility Study. The Lead Entity shall have the right to rely upon the accuracy and completeness of the information provided by the other Parties. Should any Municipality fail to provide the Lead Entity with its information by a date set in advance, then the Lead Entity may submit the Feasibility Study without such information or with the best available information.

**ARTICLE III
DESIGN**

- A. The PROJECT consists of 11 (eleven) Segments as shown on the attached Exhibit A.

B. The proposed level of sewage control for all Segments, both internal to each Municipality and shared are a “2-year design storm” as defined in the ALCOSAN WWP for the separate sanitary system Segments and “0 (zero) annual overflows” for the typical year design precipitation for The Pittsburgh Water and Sewer Authority’s combined system. The zero annual overflow level of control is proposed due to the issued Saw Mill Run TMDL; and if the TMDL is revised, then the proposed level of control will be re-evaluated.

C. The conceptual design and cost estimates are based on the following percentages of peak flow capacity for each Municipality within each Segment:

- (i) Segment 1: Baldwin Township 0%, Dormont Borough 85.1%, Municipality of Mt. Lebanon 14.9%, and The Pittsburgh Water and Sewer Authority 0%.
- (ii) Segment 2: Baldwin Township 0%, Dormont Borough 64.6%, Municipality of Mt. Lebanon 5.0%, and The Pittsburgh Water and Sewer Authority 30.4%.
- (iii) Segment 3: Baldwin Township 0%, Dormont Borough 58.7%, Municipality of Mt. Lebanon 29.0%, and The Pittsburgh Water and Sewer Authority 12.3%.
- (iv) Segment 4: Baldwin Township 7.7%, Dormont Borough 36.5%, Municipality of Mt. Lebanon 23.0%, and The Pittsburgh Water and Sewer Authority 32.7%.
- (v) Segment 5: Baldwin Township 3.6%, Dormont Borough 12.0%, Municipality of Mt. Lebanon 7.6%, and The Pittsburgh Water and Sewer Authority 76.8%.
- (vi) Segment 6: Baldwin Township 3.3%, Dormont Borough 10.9%, Municipality of Mt. Lebanon 6.9%, and The Pittsburgh Water and Sewer Authority 78.9%.
- (vii) Segment 7: Baldwin Township 3.6%, Dormont Borough 9.8%, Municipality of Mt. Lebanon 6.1%, and The Pittsburgh Water and Sewer Authority 80.5%.
- (viii) Segment 8: Baldwin Township 10.9%, Dormont Borough 0%, Municipality of Mt. Lebanon 0%, and The Pittsburgh Water and Sewer Authority 89.1%.
- (ix) Segment 9: Baldwin Township 0%, Dormont Borough 0%, Municipality of Mt. Lebanon 0%, and The Pittsburgh Water and Sewer Authority 100%.
- (x) Segment 10: Baldwin Township 0%, Dormont Borough 0%, Municipality of Mt. Lebanon 0%, and The Pittsburgh Water and Sewer Authority 100%.
- (xi) Segment 11: Baldwin Township 0%, Dormont Borough 0%, Municipality of Mt. Lebanon 0%, and The Pittsburgh Water and Sewer Authority 100%.

D. If work is done by a Municipality to reduce flow below the flows predicted by the current ALCOSAN model and the Municipality wants to revise the percentages in Article III, Paragraph C, then prior to the commencement of design that Municipality shall be responsible for demonstrating that flows have been reduced to the satisfaction of the other Parties to this Memorandum of Understanding.

E. For the purpose of submitting the feasibility study, it is agreed that the design of the Segments, responsibility for construction of the Segments, ownership of the completed Segments, and the details of the construction contract(s) will be determined by the Municipalities at a future time when the scope of the Segment(s) is better understood, with the intent of entering into an Agreement at that time.

ARTICLE IV FINANCING OF PROJECT

A. For the purpose of submitting the feasibility study, the Municipalities agree that the preliminary estimated Total Cost to be expended on the PROJECT is \$17,070,000. Each Municipality shall have the right to void this Memorandum of Understanding if the Total Cost of the PROJECT exceeds \$20,000,000.

B. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for costs of each Segment is based on percentage of peak flow contributed to each Segment at the time of the Memorandum of Understanding, multiplied by the preliminary estimated Total Cost of each Segment agreed to by the Municipalities that will share in such costs. It is understood that an Agreement will be entered into by the Parties after an order is issued by the PADEP and/or the ACHD for implementation which will indicate that the cost to each party is based on the cost of each Segment to be adjusted for changes in cost made during construction.

C. For the purpose of submitting the Feasibility Study, the Municipalities agree that the preliminary estimate of the percentage and amount of the Total Cost for the overall PROJECT for each Municipality is as indicated below:

- (i) Baldwin Township 2.7%, Dormont Borough 28.1%, Municipality of Mt. Lebanon 10.2%, and The Pittsburgh Water and Sewer Authority 59.0%.
- (ii) Baldwin Township \$460,000, Dormont Borough \$4,800,000, Municipality of Mt. Lebanon \$1,740,000, and The Pittsburgh Water and Sewer Authority \$10,070,000.

ARTICLE V OPERATION AND MAINTENANCE

A. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for future operation and maintenance costs (the "O&M costs") is to be determined at a future time.

B. The affected Municipalities agree to enter into an Inter-Municipal O&M Agreement at a future time to provide for the allocation and payment of O&M costs, insurance, labor, equipment, repair, and upkeep of the applicable Segments.

**ARTICLE VI
MISCELLANEOUS**

- A. It is understood and agreed that, except as otherwise expressly provided in this Memorandum of Understanding, nothing in this Memorandum of Understanding shall be construed so as to in any way alter or affect existing responsibilities and/or maintenance responsibilities of the parties for any streets, roads, alleys, vehicular bridges, pedestrian bridges, sewer and water facilities or other public ways or utilities.
- B. Any notice, request, demand, approval or consent given or required to be given under this Memorandum of Understanding shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Parties at their respective principal offices, directed to the chief executive officer of each Party.
- C. This Memorandum of Understanding shall be subject to and governed by the laws of the Commonwealth of Pennsylvania.
- D. This Memorandum of Understanding may not be amended except by writing executed by each of the Parties.
- E. If any section of this Memorandum of Understanding or any part of any section of this Memorandum of Understanding shall be held unlawful, invalid, or unenforceable, that section or part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of this Memorandum of Understanding.
- F. This Memorandum of Understanding may be executed in several counterparts, each of which shall be deemed and original, and all such counterparts together constitute one and the same instrument.
- G. Except as specifically provided herein, any and all disputes shall be subject to the jurisdiction of the Court of Common Pleas of Allegheny County (subject to right of appeal), unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed all as of the day and year first above written.

BALDWIN TOWNSHIP

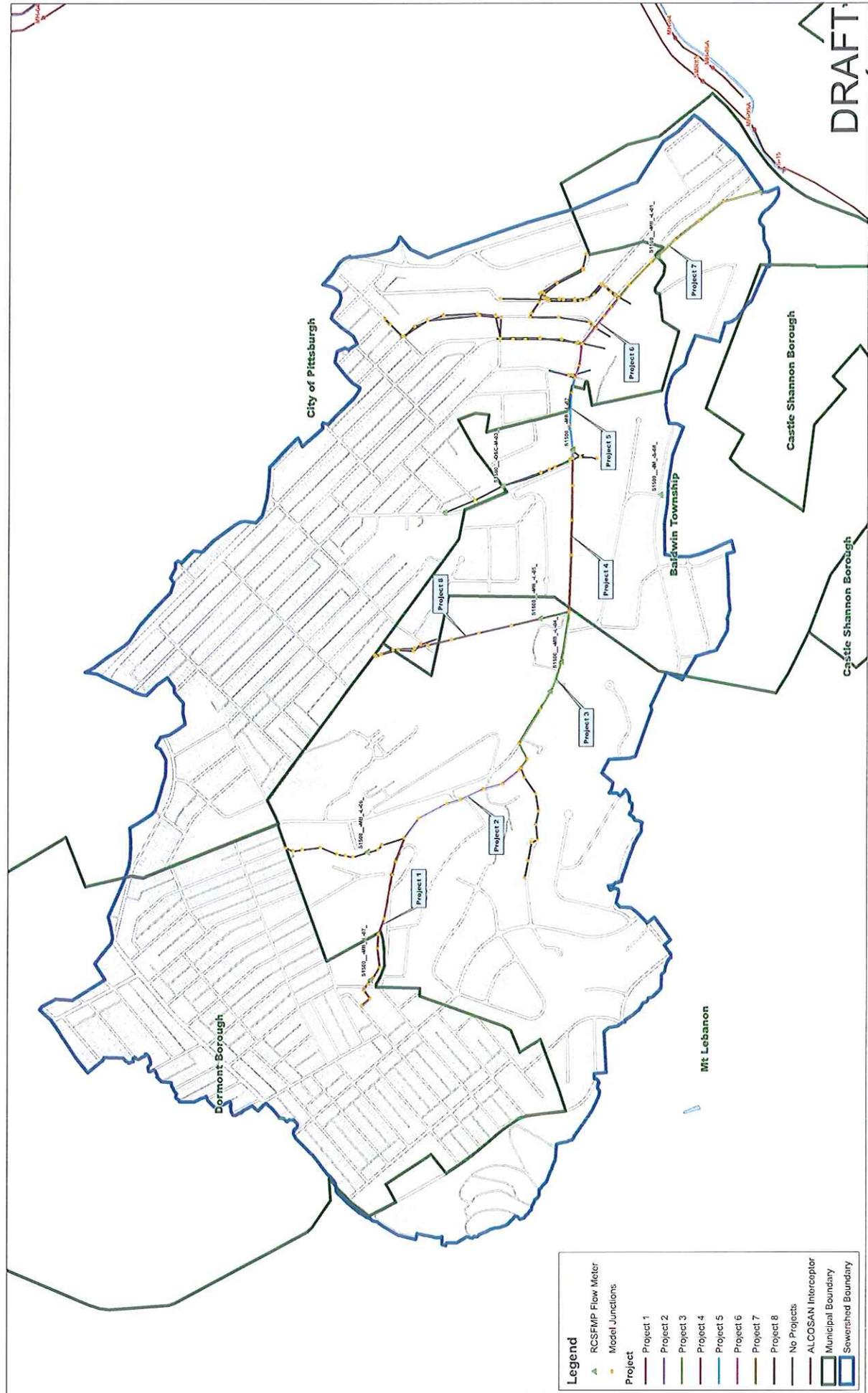
DORMONT BOROUGH

MUNICIPALITY OF MT. LEBANON

**THE PITTSBURGH WATER AND
SEWER AUTHORITY**

DRAFT

McNeilly Run
POC S-15
2 Year 0 Overflow



- Legend**
- ▲ RCSFMP Flow Meter
 - ★ Model Junctions
 - Project**
 - Project 1
 - Project 2
 - Project 3
 - Project 4
 - Project 5
 - Project 6
 - Project 7
 - Project 8
 - No Projects
 - ALCOSAN Interceptor
 - ▭ Municipal Boundary
 - ▭ Sewershed Boundary



**MEMORANDUM OF UNDERSTANDING
FOR SEWER IMPROVEMENT PROJECT
IN THE SMRE-40 PLUMMERS RUN SEWERSHED**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of the _____ day of _____, 2013 by and between DORMONT BOROUGH, and THE PITTSBURGH WATER AND SEWER AUTHORITY, (individually a “Party” or “Municipality” and collectively the “Parties” or “Municipalities”).

RECITALS:

WHEREAS, the Municipalities entered into a Consent Order and Agreement (“COA”) with the Commonwealth of Pennsylvania Department of Environmental Protection (“PADEP”) and/or an Administrative Consent Order (“ACO”) with the Allegheny County Health Department (“ACHD”); and

WHEREAS, the development, construction, acquisition and equipping of certain improvements, extensions, upgrades and expansion of the various sewer systems owned and operated by the Parties, consisting of 4 (four) separate work areas, will be proposed to provide the system improvements required by the COA and/or ACO; and

WHEREAS, the Municipalities are required to prepare a Feasibility Study and submit it to the PADEP and/or ACHD by July 31, 2013; and

WHEREAS, the Municipalities must agree on certain aspects of the PROJECT for a Feasibility Study to be prepared and submitted; and

WHEREAS, the preparation of such a Feasibility Study will require the coordination and cooperation of the Municipalities;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITION OF TERMS**

Whenever the following terms are used in this Memorandum of Understanding they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. ALCOSAN model means the model used by ALCOSAN, 3 Rivers Wet Weather, and the municipal engineers to calculate the peak flow capacity rates cited in the provisions set forth herein.
- B. Feasibility Study means the study which the PADEP and/or ACHD require from the Municipalities or from some of them.
- C. Lead Entity means The Pittsburgh Water and Sewer Authority.
- D. Total Cost means the total of all costs associated with the design, financing, development, engineering, capital construction, inspection, permitting, legal, and land or right-of-way acquisition of/for a Segment or PROJECT.
- E. PROJECT means the complete work required to provide the system improvements required by the COA and/or ACO.
- F. Segment or Segments means a separate portion of the work of the overall PROJECT as defined below.

**ARTICLE II
RESPONSIBILITIES & DUTIES**

- A. The purpose of this Memorandum of Understanding is for the Municipalities to coordinate, complete and submit a Feasibility Study for the SMRE-40 Plummers Run Sewershed.
- B. The division of responsibilities for the Feasibility Study shall be as follows:
 - (i) The Lead Entity will be responsible for the coordination, assembly and preparation of the Feasibility Study.
 - (ii) Each of the other Municipalities will be responsible for providing the Lead Entity the detailed information for their Segments and other municipality-specific information and improvements required to be included within the Feasibility Study. The Lead Entity shall have the right to rely upon the accuracy and completeness of the information provided by the other Parties. Should any Municipality fail to provide the Lead Entity with its information by a date set in

advance, then the Lead Entity may submit the Feasibility Study without such information or with the best available information.

ARTICLE III DESIGN

- A. The PROJECT consists of 4 (four) Segments as shown on the attached Exhibit A.
- B. The proposed level of sewage control for all Segments, both internal to each Municipality and shared are a “2-year design storm” as defined in the ALCOSAN WWP for the separate sanitary system Segments and “0 (zero) annual overflows” for the typical year design precipitation for The Pittsburgh Water and Sewer Authority’s combined system. The zero annual overflow level of control is proposed due to the issued Saw Mill Run TMDL; and if the TMDL is revised, then the proposed level of control will be re-evaluated.
- C. The conceptual design and cost estimates are based on the following percentages of peak flow capacity for each Municipality within each Segment:
- (i) Segment 1: Dormont Borough 62.9%, and The Pittsburgh Water and Sewer Authority 37.1%.
 - (ii) Segment 2: Dormont Borough 20.6%, and The Pittsburgh Water and Sewer Authority 79.4%.
 - (iii) Segment 3: Dormont Borough 0%, and The Pittsburgh Water and Sewer Authority 100%.
 - (iv) Segment 4: Dormont Borough 2.6%, and The Pittsburgh Water and Sewer Authority 97.4%.
- D. If work is done by a Municipality to reduce flow below the flows predicted by the current ALCOSAN model and the Municipality wants to revise the percentages in Article III, Paragraph C, then prior to the commencement of design that Municipality shall be responsible for demonstrating that flows have been reduced to the satisfaction of the other Parties to this Memorandum of Understanding.
- E. It is agreed that the design of the Segments, responsibility for construction of the Segments, and the details of the construction contract(s) will be determined by the Municipalities at a future time when the scope of the Segment(s) is better understood, with the intent of entering into an Agreement at that time.

**ARTICLE IV
FINANCING OF PROJECT**

A. For the purpose of submitting the feasibility study, the Municipalities agree that the preliminary estimated Total Cost to be expended on the PROJECT is \$19,010,000. Each Municipality shall have the right to void this Memorandum of Understanding if the Total Cost of the PROJECT exceeds \$22,800,000.

B. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for costs of each Segment is based on percentage of peak flow contributed to each Segment at the time of the Memorandum of Understanding, multiplied by the preliminary estimated Total Cost of each Segment agreed to by the Municipalities that will share in such costs. It is understood that an Agreement will be entered into by the Parties after an order is issued by the PADEP and/or the ACHD for implementation which will indicate that the cost to each party is based on the cost of each Segment to be adjusted for changes in cost made during construction.

C. For the purpose of submitting the Feasibility Study, the Municipalities agree that the preliminary estimate of the percentage and amount of the Total Cost for the overall PROJECT for each Municipality is as indicated below:

- (i) Dormont Borough 7.7%, and The Pittsburgh Water and Sewer Authority 92.3%.
- (ii) Dormont Borough \$1,470,000, and The Pittsburgh Water and Sewer Authority \$17,540,000.

**ARTICLE V
OPERATION AND MAINTENANCE**

A. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for future operation and maintenance costs (the "O&M costs") is to be determined at a future time.

B. The affected Municipalities agree to enter into an Inter-Municipal O&M Agreement at a future time to provide for the allocation and payment of O&M costs, insurance, labor, equipment, repair, and upkeep of the applicable Segments.

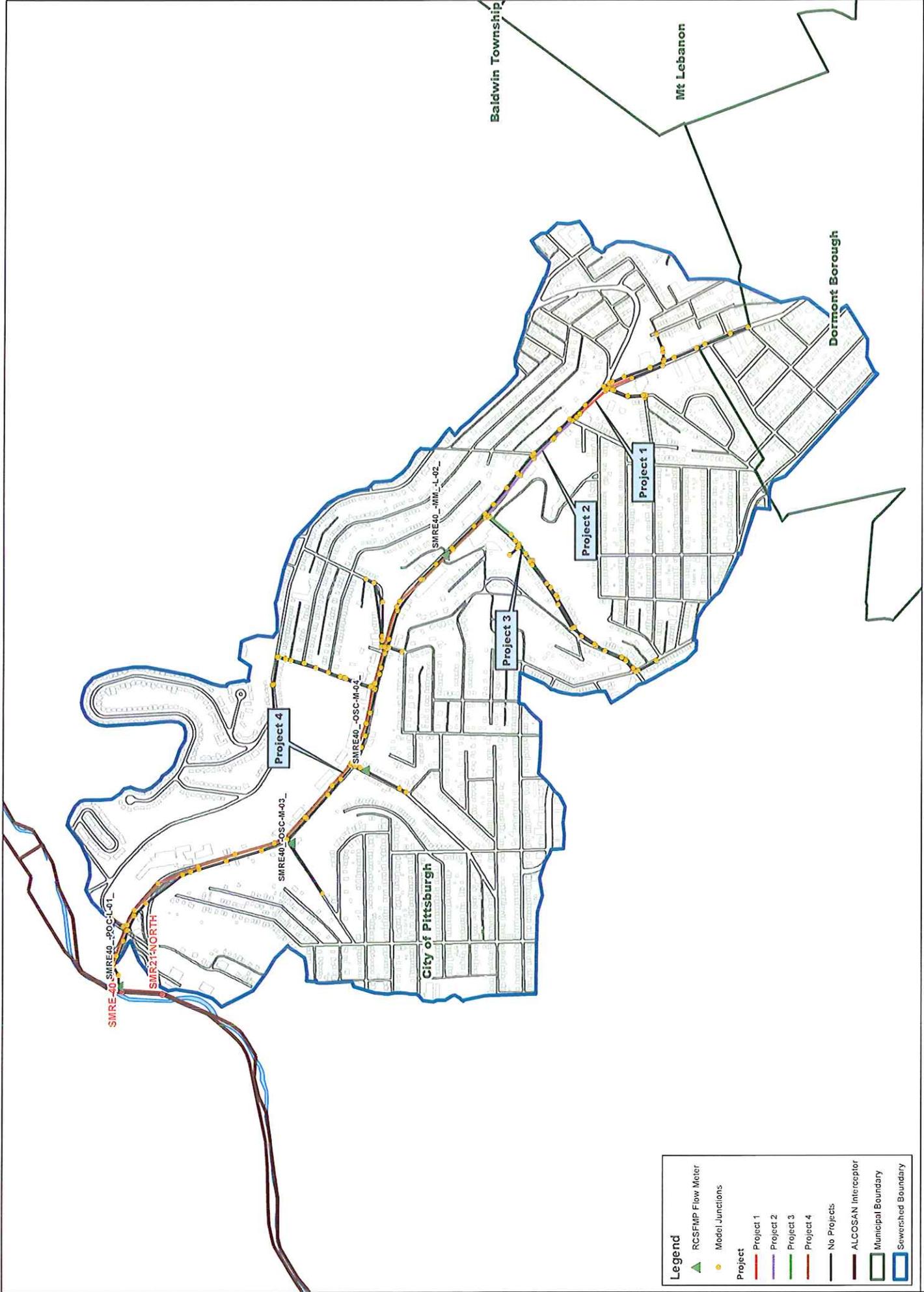
**ARTICLE VI
MISCELLANEOUS**

- A. It is understood and agreed that, except as otherwise expressly provided in this Memorandum of Understanding, nothing in this Memorandum of Understanding shall be construed so as to in any way alter or affect existing responsibilities and/or maintenance responsibilities of the parties for any streets, roads, alleys, vehicular bridges, pedestrian bridges, sewer and water facilities or other public ways or utilities.
- B. Any notice, request, demand, approval or consent given or required to be given under this Memorandum of Understanding shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Parties at their respective principal offices, directed to the chief executive officer of each Party.
- C. This Memorandum of Understanding shall be subject to and governed by the laws of the Commonwealth of Pennsylvania.
- D. This Memorandum of Understanding may not be amended except by writing executed by each of the Parties.
- E. If any section of this Memorandum of Understanding or any part of any section of this Memorandum of Understanding shall be held unlawful, invalid, or unenforceable, that section or part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of this Memorandum of Understanding.
- F. This Memorandum of Understanding may be executed in several counterparts, each of which shall be deemed and original, and all such counterparts together constitute one and the same instrument.
- G. Except as specifically provided herein, any and all disputes shall be subject to the jurisdiction of the Court of Common Pleas of Allegheny County (subject to right of appeal), unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed all as of the day and year first above written.

DORMONT BOROUGH

**THE PITTSBURGH WATER AND
SEWER AUTHORITY**



- Legend**
- ▲ RCSFMP Flow Meter
 - Model Junctions
 - Project**
 - Project 1
 - Project 2
 - Project 3
 - Project 4
 - No Projects
 - ALCOSAN Interceptor
 - Municipal Boundary
 - Sewershed Boundary



**MEMORANDUM OF UNDERSTANDING
FOR SEWER IMPROVEMENT PROJECT
IN THE MH-18 LITTLE SAW MILL RUN SEWERSHED**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of the _____ day of _____, 2013 by and between DORMONT BOROUGH, GREEN TREE BOROUGH, MUNICIPALITY OF MT. LEBANON, THE PITTSBURGH WATER AND SEWER AUTHORITY, and SCOTT TOWNSHIP, (individually a “Party” or “Municipality” and collectively the “Parties” or “Municipalities”).

RECITALS:

WHEREAS, the Municipalities entered into a Consent Order and Agreement (“COA”) with the Commonwealth of Pennsylvania Department of Environmental Protection (“PADEP”) and/or an Administrative Consent Order (“ACO”) with the Allegheny County Health Department (“ACHD”); and

WHEREAS, the development, construction, acquisition and equipping of certain improvements, extensions, upgrades and expansion of the various sewer systems owned and operated by several of the Parties, consisting of 9 (nine) separate work areas will be proposed to provide the system improvements required by the COA and/or ACO; and

WHEREAS, the Municipalities are required to prepare a Feasibility Study and submit it to the PADEP and/or ACHD by July 31, 2013; and

WHEREAS, the Municipalities must agree on certain aspects of the PROJECT for a Feasibility Study to be prepared and submitted; and

WHEREAS, the preparation of such a Feasibility Study will require the coordination and cooperation of the Municipalities;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITION OF TERMS**

Whenever the following terms are used in this Memorandum of Understanding they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. ALCOSAN model means the model used by ALCOSAN, 3 Rivers Wet Weather, and the municipal engineers to calculate the peak flow capacity rates cited in the provisions set forth herein.
- B. Feasibility Study means the study which the PADEP and/or ACHD require from the Municipalities or from some of them.
- C. Lead Entity means The Pittsburgh Water and Sewer Authority.
- D. Total Cost means the total of all costs associated with the design, financing, development, engineering, capital construction, inspection, permitting, legal, and land or right-of-way acquisition of/for a Segment or PROJECT.
- E. PROJECT means the complete work required to provide the system improvements required by the COA and/or ACO.
- F. Segment or Segments means a separate portion of the work of the overall PROJECT as defined below.

**ARTICLE II
RESPONSIBILITIES & DUTIES**

- A. The purpose of this Memorandum of Understanding is for the Municipalities to coordinate, complete and submit a Feasibility Study for the MH-18 Little Saw Mill Run Sewershed.
- B. The division of responsibilities for the Feasibility Study shall be as follows:
 - (i) The Lead Entity will be responsible for the coordination, assembly and preparation of the Feasibility Study.
 - (ii) Each of the other Municipalities will be responsible for providing the Lead Entity the detailed information for their Segments and other municipality-specific information and improvements required to be included within the Feasibility Study. The Lead Entity shall have the right to rely upon the accuracy and completeness of the information provided by the other Parties. Should any Municipality fail to provide the Lead Entity with its information by a date set in

advance, then the Lead Entity may submit the Feasibility Study without such information or with the best available information.

ARTICLE III DESIGN

- A. The PROJECT consists of 9 (nine) Segments as shown on the attached Exhibit A.
- B. The proposed level of sewage control for all Segments, both internal to each Municipality and shared are a “2-year design storm” as defined in the ALCOSAN WWP for the separate sanitary system Segments and “0 (zero) annual overflows” for the typical year design precipitation for The Pittsburgh Water and Sewer Authority’s combined system. The zero annual overflow level of control is proposed due to the issued Saw Mill Run TMDL; and if the TMDL is revised, then the proposed level of control will be re-evaluated.
- C. The conceptual design and cost estimates are based on the following percentages of peak flow capacity for each Municipality within each Segment:
- (i) Segment 1: Dormont Borough 11.0%, Green Tree Borough 5.6%, The Municipality of Mt. Lebanon 10.4%, The Pittsburgh Water and Sewer Authority 70.6%, and Scott Township 2.4%.
 - (ii) Segment 2: Dormont Borough 0%, Green Tree Borough 21.2%, The Municipality of Mt. Lebanon 0%, The Pittsburgh Water and Sewer Authority 78.8%, and Scott Township 0%.
 - (iii) Segment 3: Dormont Borough 4.1%, Green Tree Borough 13.2%, The Municipality of Mt. Lebanon 3.9%, The Pittsburgh Water and Sewer Authority 77.9%, and Scott Township 0.9%.
 - (iv) Segment 4: Dormont Borough 4.1%, Green Tree Borough 13.0%, The Municipality of Mt. Lebanon 3.8%, The Pittsburgh Water and Sewer Authority 78.2%, and Scott Township 0.9%.
 - (v) Segment 5: Dormont Borough 0%, Green Tree Borough 0%, The Municipality of Mt. Lebanon 0%, The Pittsburgh Water and Sewer Authority 100%, and Scott Township 0%.
 - (vi) Segment 6: Dormont Borough 2.9%, Green Tree Borough 8.2%, The Municipality of Mt. Lebanon 2.4%, The Pittsburgh Water and Sewer Authority 85.9%, and Scott Township 0.6%.
 - (vii) Segment 7: Dormont Borough 0%, Green Tree Borough 0%, The Municipality of Mt. Lebanon 0%, The Pittsburgh Water and Sewer Authority 100%, and Scott Township 0%.

- (viii) Segment 8: Dormont Borough 2.5%, Green Tree Borough 7.2%, The Municipality of Mt. Lebanon 2.1%, The Pittsburgh Water and Sewer Authority 87.7%, and Scott Township 0.5%.
- (ix) Segment 9: Dormont Borough 2.2%, Green Tree Borough 6.5%, The Municipality of Mt. Lebanon 1.8%, The Pittsburgh Water and Sewer Authority 89.1%, and Scott Township 0.4%.

D. If work is done by a Municipality to reduce flow below the flows predicted by the current ALCOSAN model and the Municipality wants to revise the percentages in Article III, Paragraph C, then prior to the commencement of design that Municipality shall be responsible for demonstrating that flows have been reduced to the satisfaction of the other Parties to this Memorandum of Understanding.

E. It is agreed that the design of the Segments, responsibility for construction of the Segments, and the details of the construction contract(s) will be determined by the Municipalities at a future time when the scope of the Segment(s) is better understood, with the intent of entering into an Agreement at that time.

ARTICLE IV FINANCING OF PROJECT

A. For the purpose of submitting the feasibility study, the Municipalities agree that the preliminary estimated Total Cost to be expended on the PROJECT is \$19,710,000. Each Municipality shall have the right to void this Memorandum of Understanding if the Total Cost of the PROJECT exceeds \$23,700,000.

B. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for costs of each Segment is based on percentage of peak flow contributed to each Segment at the time of the Memorandum of Understanding, multiplied by the preliminary estimated Total Cost of each Segment agreed to by the Municipalities that will share in such costs. It is understood that an Agreement will be entered into by the Parties after an order is issued by the PADEP and/or the ACHD for implementation which will indicate that the cost to each party is based on the cost of each Segment to be adjusted for changes in cost made during construction.

C. For the purpose of submitting the Feasibility Study, the Municipalities agree that the preliminary estimate of the percentage and amount of the Total Cost for the overall PROJECT for each Municipality is as indicated below:

- (i) Dormont Borough 3.30%, Green Tree Borough 8.68%, The Municipality of Mt. Lebanon 2.94%, The Pittsburgh Water and Sewer Authority 84.37%, and Scott Township 0.71%.
- (ii) Dormont Borough \$650,000, Green Tree Borough \$1,710,000, The Municipality of Mt. Lebanon \$580,000, The Pittsburgh Water and Sewer Authority \$16,630,000, and Scott Township \$140,000.

ARTICLE V OPERATION AND MAINTENANCE

A. For the purpose of submitting the Feasibility Study, the Municipalities agree that the basis of allocation for future operation and maintenance costs (the "O&M costs") is to be determined at a future time.

B. The affected Municipalities agree to enter into an Inter-Municipal O&M Agreement at a future time to provide for the allocation and payment of O&M costs, insurance, labor, equipment, repair, and upkeep of the applicable Segments.

ARTICLE VI MISCELLANEOUS

A. It is understood and agreed that, except as otherwise expressly provided in this Memorandum of Understanding, nothing in this Memorandum of Understanding shall be construed so as to in any way alter or affect existing responsibilities and/or maintenance responsibilities of the parties for any streets, roads, alleys, vehicular bridges, pedestrian bridges, sewer and water facilities or other public ways or utilities.

B. Any notice, request, demand, approval or consent given or required to be given under this Memorandum of Understanding shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Parties at their respective principal offices, directed to the chief executive officer of each Party.

C. This Memorandum of Understanding shall be subject to and governed by the laws of the Commonwealth of Pennsylvania.

D. This Memorandum of Understanding may not be amended except by writing executed by each of the Parties.

E. If any section of this Memorandum of Understanding or any part of any section of this Memorandum of Understanding shall be held unlawful, invalid, or unenforceable, that section or part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of this Memorandum of Understanding.

F. This Memorandum of Understanding may be executed in several counterparts, each of which shall be deemed and original, and all such counterparts together constitute one and the same instrument.

G. Except as specifically provided herein, any and all disputes shall be subject to the jurisdiction of the Court of Common Pleas of Allegheny County (subject to right of appeal), unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed all as of the day and year first above written.

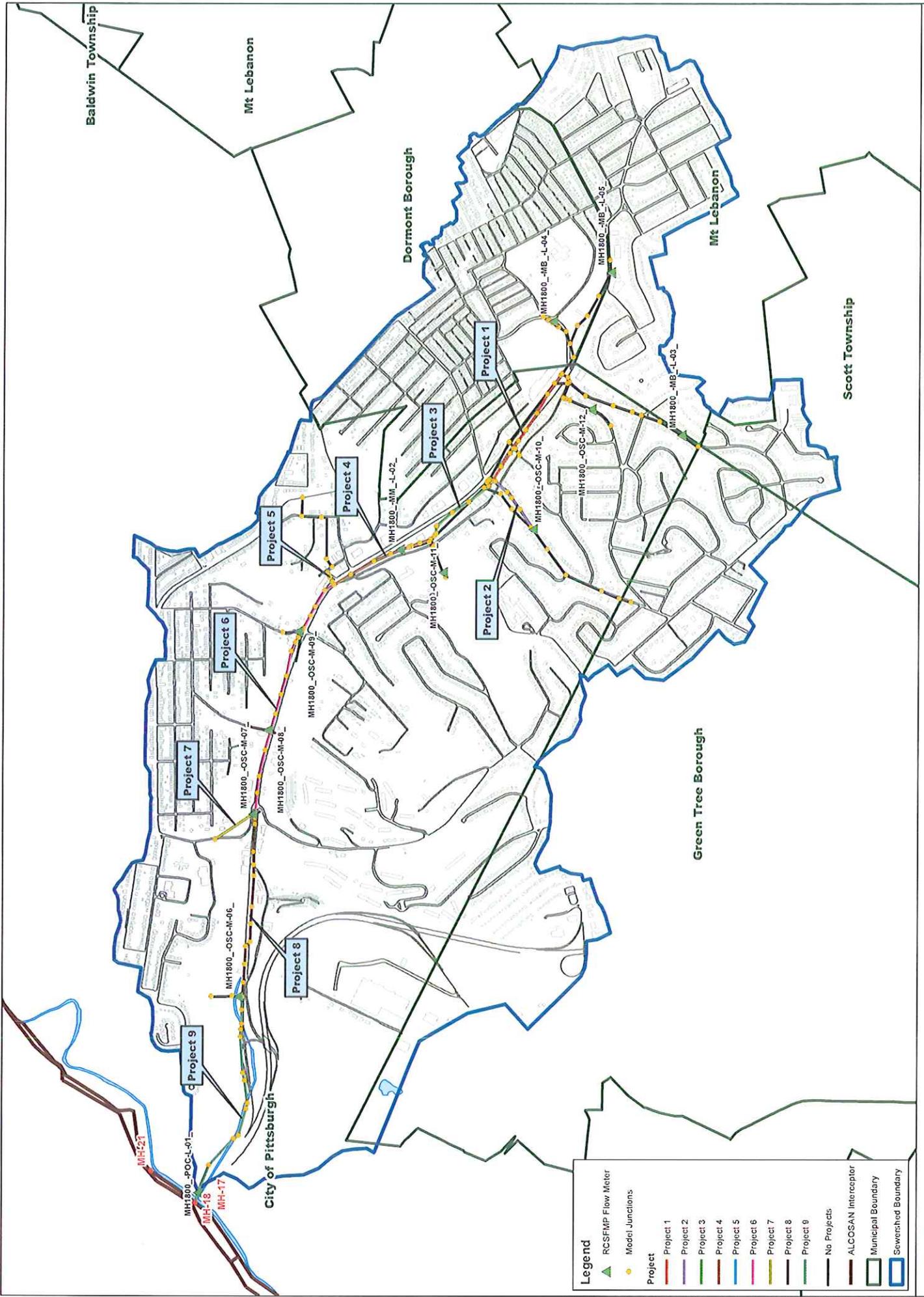
DORMONT BOROUGH

GREEN TREE BOROUGH

MUNICIPALITY OF MT. LEBANON

**THE PITTSBURGH WATER AND
SEWER AUTHORITY**

SCOTT TOWNSHIP



Legend

- RCSFMP Flow Meter
- Model Junctions
- Project**
- Project 1
- Project 2
- Project 3
- Project 4
- Project 5
- Project 6
- Project 7
- Project 8
- Project 9
- No Projects
- ALCOSAN Interceptor
- Municipal Boundary
- Sewershed Boundary



Exhibit A
 Little Saw Mill Run
 POC MH-18
 2 Year 0 Overflow