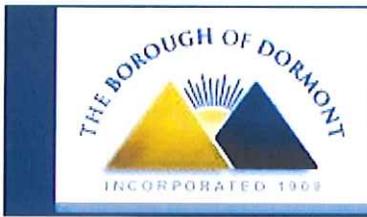


***REGULAR BUSINESS MEETING  
DORMONT BOROUGH COUNCIL  
AUGUST 4, 2014***

1. Executive Session 6:00PM
  - A. Personnel Matter – Operational Issue
  - B. Legal Matter – Tax Collector Bonus
2. Call to Order
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
  - A. Presentation to Conor Boston – Mayoral Community Service Award
6. Comments from the Mayor
7. Council Committee Reports
8. Council President’s Report
9. Borough Manager’s Report
10. Consent Agenda
  - A. Motion to accept the written report of the Borough Solicitor.
  - B. Motion to accept the written reports of Borough Officials.
  - C. Motion to approve the Minutes of the July 7, 2014 Council Business Meeting.
  - D. Motion to approve the Warrant List for July, 2014.
11. Action Items
  - A. **Approval of Reserved Accessible Parking Space** – Motion to approve a Reserved Accessible Parking Space at 1217 Kelton Avenue for Ms. Christine Kallon [Recommended by the Traffic and Parking Planning Commission] – Public Safety/Public Service Committee – Joan Hodson, Chairperson
    1. Public Comment
    2. Council Discussion



- B. **Approval of Resolution No. 15-2014 Authorizing an Agreement with PennDOT For Winter Traffic Services** – Motion to authorize the Council President and Borough Manager to execute an agreement with the Pennsylvania Department of Transportation to provide reimbursement to the Borough for our snow removal of various State roads as outlined in the staff report – Finance and Legal Committee – Onnie Costanzo, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- C. **Authorization to Seek Requests for Development Proposals** – Motion to authorize the Borough Manager to seek Requests for Development Proposals for the property located at Hillsdale and West Liberty Avenues now used as a park and parking lot [Recommended by the Planning Commission] – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- D. **Authorization to Replace Fire Station Air Conditioning Unit** – Motion to authorize the Borough Manager to purchase a new air conditioning unit for the Fire Station for \$2,958 from Caruso Heating & Air Conditioning, Inc. as outlined in the staff report – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- E. **Authorization to Repair Lifespan Air Conditioner** – Motion to authorize the Borough Manager to repair the air conditioner that services Lifespan in the Borough Building at a cost of \$3,865 as outlined in the staff report – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- F. **Authorization to Repair Streets Department Truck #110** – Motion to authorize the Borough Manager to make repairs to Street Department Truck #110 for \$2,900 from Woltz & Wind Ford, Inc. as outlined in the staff report - Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- G. **Approval of Resolution No. 16-2014 Adopting Revised Emergency Management Plan** – Motion to approve Resolution No. 16-2014 adopting a revised Emergency Management Plan for the Borough as required by State law - Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- H. **Approval of Temporary Sign Permit and Temporary Tent Permit** – Motion to approve a temporary sign permit for 3 signs for the Main Street “Taste of Dormont” event to be held on September 13, 2014 and a temporary tent permit for the same event – Community Affairs and Recreation Committee – Jeff Fabus, Chairperson
  - 1. Public Comment
  - 2. Council Discussion



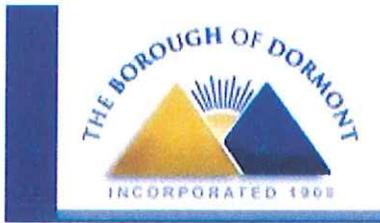
- I. **Approval of Sewer Repair at 3065 Dwight Avenue** – Motion to authorize the Borough Manager to engage a contractor to raise a manhole at 3065 Dwight Avenue at a cost not to exceed \$3,400 as outlined in the staff report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
  1. Public Comment
  2. Council Discussion

12. Discussion Items

13. Comments from the Public on Non-Agenda Items

14. Announcements

15. Adjournment



## MEMORANDUM

**Date:** July 24, 2014

**To:** Jeff Naftal, Borough Manager

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

**Subject:** Engineer's Report – July 2014

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1. COUNCIL ACTION REQUESTED

a. 3065 Dwight Avenue

Action is requested concerning the raising of a manhole located in the owner's driveway, covered with concrete at some point. See my 7/24/14 review.

2. ENGINEERING IN PROGRESS

a. Sewer Repair Contract - 2014

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

b. Voelkel Avenue Sidewalk Drain Project

The design of the project is proceeding.

3. CONSTRUCTION IN PROGRESS

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

Contractor: Niando Construction, Inc.

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

Texas Avenue – Storm sewer, concrete curb and sidewalk work is complete. Road reconstruction began on 7/21/14. Construction is anticipated to be complete by Wednesday July 30, 2014.

McNeilly Avenue - The resurfacing agreement has been forwarded to the City of Pittsburgh for the resurfacing of McNeilly Avenue from Midland Street to Pioneer Avenue. The City is waiting on our authorization to proceed. Said authorization is on hold pending completion of various utility upgrades. As of 7/24/14 all utility work is complete except for trench and concrete restoration. Trench and concrete restoration has commenced and is on-going.

Peoples' Gas has completed their restoration work. Columbia Gas' trench restoration contractor has completed the trench work. Their concrete contractor is scheduled to begin on or about July 24, 2014. Pennsylvania American Water Company's restoration contractor began on or about July 14, 2014 and restoration continues. Based upon the status of the project as of 7/24/14, full trench and concrete restoration is anticipated to be completed on or about August 8, 2014.

- b. **Imprinted Crosswalk Project (\$48,040.00)**  
**Contractor: Laurel Asphalt, LLC.**  
Contracts are being processed. Notice to Proceed to be issued.
- a. **2014 Preventive Maintenance Contract (\$49,315.00)**  
**Contractor: Insight Pipe Contracting, LP**  
Proposal was approved at the June 2, 2014 council meeting. All scheduled CCTV work and pipe cleaning has been completed.
- c. **1218 Dormont Avenue – Building Demolition (\$19,300.00)**  
**Contractor: Schaff Excavating Contractors, Inc.,**  
Demolition is complete. All punch list items have been addressed and the contractor has received final payment. Project is closed out.
- d. **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 handrails. Handrail contractor has suffered some setbacks. We now anticipate installation to occur on or about Monday July 28, 2014.
- e. **Masonry Repairs To Gymnasium**  
**Contractor: Falcone Brothers Construction**  
The contractor has gone out of business and will not be proceeding with the masonry work. I am in the process of soliciting new quotes for the masonry work.
- f. **Masonry Repairs To Recreation Center**  
**Contractor: Falcone Brothers Construction**  
Contractor started construction on March 17, 2014. Three (3) of the lintels have been replaced. As advised previously, contractor has gone out of business and will not be proceeding with the masonry work. I am in the process of soliciting new quotes for the masonry work. I have received one and anticipate at least one more.
- g. **Reconstruction of Mervin Avenue & Resurfacing of Various Streets Project (\$538,324.87); Contractor: Niando Construction, Inc.**  
Project is complete. All punch list items have been completed. Final payment has been made and the project is closed out.



# BOROUGH OF DORMONT

**EXECUTIVE SESSION 6:00 PM**

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

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

The following members of Council responded to roll call:

Onnie Costanzo, Joan Hodson, Drew Lehman, Val Martino, Bill McCartney

Also present: Jeffrey Naftal, Manager  
Lynne Finnerty, Acting Borough Solicitor  
Chief Mike Bisignani  
Mayor Phil Ross

**REGISTERED COMMENTS FROM THE PUBLIC**

None

**COMMENTS FROM THE MAYOR**

The mayor gave the microphone to Chief Mike Bisignani. Bisignani informed that the Police Department had 333 calls for service for the month of June. Bisignani briefed on the Drug Take Back and informed that Allegheny County had 5,155lbs of drugs taken back. Dormont Day turned out great, no problems.

## **COUNCIL COMMITTEE REPORTS**

**Finance and Legal:** Costanzo briefed on the Finance and Legal Committee Meeting on Monday, June 16<sup>th</sup>. Present at the meeting were: Costanzo, Hodson, Naftal, McCartney, Martino and Fabus. Not present for the Committee Meeting was Maggio. Costanzo informed that they discussed employees handling money that is not related to Borough business and that Council has not authorized any Borough employees to engage in any fundraising activities. Costanzo stated that it is bad practice to have employees handling cash and creates potential for fraud and abuse. It's difficult to keep tracks of the funds. The Finance and Legal Committee is recommending a Policy for the Borough forbidding the collection of moneys for any outside organization and this Policy will included collection cans, selling of merchandise or tickets by Borough Employees while they are working. *Naftal will create the Policy and bring it to Council at the next month's Meeting.*

**Community Affairs/Recreation:** Not present.

**Public Safety/Service:** Hodson informed that during the month of June MRTSA responded to 66 calls for service in Dormont. Hodson briefed about her ride-along with MRTSA and the police department. During the month of June the DVFD responded to 35 calls for service

**Property, Supplies and Planning:** Meeting with Library Board coming up.

## **COUNCIL PRESIDENT REPORT**

McCartney informed that there was an executive session to discuss the Fire Union Contract Extension that will be voted on tonight and a Personnel Matter. McCartney briefed on the Dormont Day clean-up; great job by the Parks crew and the attendees. The EPA Meeting held on June 17<sup>th</sup> about the Consent Decree in Allegheny County dealing with sewage treatment and storm water quality. It is a very expensive undertaking; Alcosan has taken the lead. McCartney gave a very detailed summary of the decree. The original start date was supposed to be 2026; Alcosan want to push it back to 2032, there will probably be a compromise. In the future, outdoor sewer lines may need to be inspected before you can sell your house.

## **BOROUGH MANAGER REPORT**

Naftal informed that the County has approved our Feasibility Study which was part of the Consent Decree which we approved last July. Naftal briefed on the Feasibility Study.

Naftal informed that we are now Gold Certified in the Sustainable Pennsylvania.

Duquesne Light is running a pilot program to replace the street lights with LEDs and seeking out volunteers. Naftal informed that he volunteered for the program and Duquesne Light will be installing ten lights this week starting at the PNC on West Liberty Avenue and will work their way South on West Liberty Avenue. If Duquesne Light has extra LED Lights then we will keep receiving them until they run out. We should see saving on our bills.

Naftal gave the numbers of people signed up on our website to receive email notifications: Borough Events mailing list, 176; Breaking News, 176; Council Agenda, 123; Job Postings, 100; Newsletter, 158; Recreation News, 66.

Naftal briefed on the lettering at the retaining wall at Pop Murray Field.

The demolition at 1218 Dormont Avenue is completed and the Borough will need to decide what to do with the vacant lot.

Naftal stated that McNeilly should be paved at the end of July.

Naftal completed part one of the zoning re-write which is definition and district regulations and is waiting for a date for the Public Workshop from the Planning Commission. Naftal informed that once we have the date everything will go online along with the draft part re-write and the draft zoning map.

Naftal informed that one of the AC Unit's in the Borough Building will either need overhauled at a cost of \$3,865.00 or replaced at a cost of \$10,948.00. Naftal informed that he is going to apply for a Department of Pennsylvania Energy Grant that is for up to a million dollars and would hopefully allow us to get rid of all 13 AC Units, install 3 new units and redo all the duct work in the building. *Naftal asked Council if he can have approve to fix the AC Unit and will come back at the August Meeting for formal approval.*

Motion by Lehman, second by Hodson to approve payment of \$3,865.00 to repair the AC Unit at the Borough Hall. Motion carried 5-0.

## **CONSENT AGENDA**

Motion by Hodson, second by Costanzo to accept Consent Agenda Items A, B, C, D, E, F, G, H, I, J (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, C. Motion to approve the Minutes of the June 2, 2014 Council Business Meeting, D. Motion to approve the Warrant List for June, 2014, E. Motion to remove Fire Apparatus Operator Jeff Stakich from probationary status and give him permanent status [Recommended by Police Chief Bisignani and Borough Manager Naftal]., F. Motion to approve Payment #4 and Final for Niando Construction, Inc. for the 2013 Road Project for \$2,157.54, G. Motion to approve Payment #1 for Niando Construction, Inc. for the 2014 Road Project for \$99,440.95, H. Motion to approve Payment #1 for Schaff Excavating Contractors, Inc. for the demolition of 1218 Dormont Avenue for \$19,300, I. Motion to approve the hiring of Mr. Joe Garfold as a Laborer in the Parks Department effective June 16, 2014 with an annual starting salary of \$38,276.30, J. Motion to approve Resolution No. 14-2014 authorizing submittal of the Flood Mitigation Program Grant for the Athens Alley Stormwater Mitigation Project). Motion carried 5-0.

## **ACTION ITEMS**

- A. Motion by Hodson, second by Costazno to approve a four (4) year contract extension with the Fire Union as outlined in the Staff Report.

**Public Comment:** None

**Council Discussion:** Naftal informed that the Uniform Allowance will not be paid in one lump sum, the Borough will pay for the uniforms.  
Motion Carried 5-0.

**B.** Motion by Martino, second by Hodson to award the bid for McNeilly Avenue Curb and Sidewalk repairs to the lowest responsive and responsible bidder, Niando Construction, Inc. for a cost of \$18,995.20 as outlined in the staff report.

**Public Comment:** None

**Council Discussion:** McCartney informed that we are just replacing our side of the sidewalk and the paving will be a joint agreement between the Borough and the City of Pittsburgh. Discussed the location of repairs.

Motion carried 5-0.

**C.** Motion by Martino, second by Costanzo to award the Base Bid and Alternates #1 and #2 for multiple alley resurfacings to the lowest responsive and responsible bidder, East Coast Paving & Seal Coating for a cost of \$261,312.21.

**Public Comment:** Bob McClellan asked which Alleys are included.

**Council Discussion:** Naftal informed that the Alleys are as follows: Eastern Alley, 16<sup>th</sup> Alley, 20<sup>th</sup> Way, 15<sup>th</sup> Alley, South end 17<sup>th</sup> Alley, South end 19<sup>th</sup> Alley, South end Davis Way, South end Irwin Way, North end Long Way, North end Maddison Way. Naftal informed that that will use the Boroughs \$500,000.00 budget.

Motion carried 5-0.

**D.** Motion by Martino, second by Hodson to approve the VFW Banner Program as outlined in the staff report.

**Public Comment:** None

**Council Discussion:** None

Motion carried 5-0.

**E.** Motion by Costanzo, second by Martino to authorize the Borough Manager to enter into an agreement with Kronos, Inc. to modify the payroll interface for use with new application software at a cost not to exceed \$2,520.00 as outlined in the staff report.

**Public Comment:** Bob McClellan asked why we have to pay extra.

**Council Discussion:** None

Motion carried 5-0.

**F.** Motion by Hodson, second by Costanzo to approve Resolution No. 12-2014 authorizing the owner of 2885 West Liberty Avenue to place an awning overhanging the sidewalk on their façade.

**Public Comment:** None

**Council Discussion:** Discussed the shops and location.

Motion carried 5-0.

**G.** Motion by Hodson, second by Costanzo to approve Resolution No. 13-2014 authorizing the owner of 1451 and 1453 Potomac Avenue to place awnings overhanging the sidewalk on their façade.

**Public Comment:** Michelle Ross, 3251 Beacon Hill Avenue: What kind of responsibility will business have for up keep?

**Council Discussion:** None  
Motion carried 5-0.

**H.** Motion by Hodson, second by Costanzo to adopt a Diversity Action Plan to enhance the Borough's ability to qualify for grant funding.

**Public Comment:** None  
**Council Discussion:** None  
Motion carried 5-0.

**I.** Motion by Martino, second by Hodson to authorize an entrance sign design for the corner of West Liberty Avenue and McFarland Road as outlined in the staff report. Online version of agenda has the color version of the sign.

**Public Comment:** None  
**Council Discussion:** Discussed the size and design of the sign.  
Motion carried 5-0.

**J.** Motion by Costanzo, second by Hodson to authorize the Borough Manager to enter into an agreement with Munetrix to purchase financial performance software at a cost of \$5,000.00 as outlined in the staff report.

**Public Comment:** None  
**Council Discussion:** Discussed the demonstration of the software.  
Motion carried 5-0.

## **DISCUSSION ITEMS**

**CMU Parking Study** – Discussion of Traffic and Parking Planning Commission and Borough Manager's recommendations. Council also discussed some parking issues.

## **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Jim Buhrman, 1400 Grandin Avenue RE: Cochran Petition.

Kathy Hartman, 3120 Wainbell Avenue RE: Outdoor fire pits.

Bob Hutchison, 1332 Illinois Avenue RE: Dump truck on Illinois. Fire hydrant blocked by cars at Annex and Illinois Avenues.

Bob McLellan, 2705 Philadelphia Avenue RE: Flatbed Trailer on Kelton.

Fred Hegeman, 1419 Grandin Avenue RE: Cochran lighting.

## **ANNOUNCEMENTS**

## **ADJOURNMENT**



## MEMORANDUM

**Date:** July 21, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Request for Residential Accessible Parking Space

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### Background:

Pursuant to the Accessible Parking Policy of the Borough, one resident has made application for a new residential handicap parking space on the street in front of their house. The application was heard by the Traffic and Parking Planning Commission at their regular meeting on July 8, 2014. This application is attached for Council review.

### Discussion:

The applicant is Ms. Christine Kallon of 1217 Kelton Avenue. Ms. Kallon requested a residential handicap parking space in front of his house because of significant cardiac issues. The Commission noted that the application was complete and appeared to meet all requirements of the Policy. Based on the above, the members of the Commission voted to recommend approving the request.

### Recommendation:

I recommend that Council follow the recommendations of the Traffic and Parking Planning Commission regarding the above residential handicap parking space application and approve a reserved accessible parking space for 1217 Kelton Avenue.

JN

### Attachments

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

# **1217 KELTON AVENUE DORMONT**

## **CONTENTS**

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



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

New Application:  Renewal Application:

Applicant's Name: Christine A. Kallon  
Applicant's Address: 1217 Kellton Ave  
Applicant's Phone Number: 412-610-0081  
Applicant's Vehicle Make and Model: 2003 Ford Escape

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?

YES - Plate Number: 0J2002S

NO  YES - Do you possess a PD\* placard issued by the Commonwealth of Pennsylvania?  YES - Placard Number: P 89021C exp 9-17

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.

There is a small dirt area at top of my hillside in backyard that my daughter parks in when no street parking is available. I cannot park up there and walk down my steep hillside for fear of falling.

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

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

Explain: Cervical surgery's with plate + Rod in neck.

(Lower back)  
Degenerative disc & joint disease  
surgery scheduled in near future.

~~Heart~~  
Blockage  
in  
Heart 40%  
blood flow

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

Severe pain walking up hills especially if I have groceries. Shortness of breath walking more than a few yards.

### 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.

Kristine A. Kallon  
Applicant's Signature

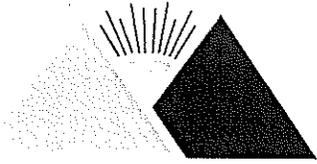
5/12/2014  
Date

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Office Use Only

Application Submitted Date: 5/12/14 <sup>JK</sup> Site Inspected Date: 5/14/14 <sup>JK</sup>  
T&PPC Review Date: 6/10/14 Council Review Date: 7/7/14

Approved: \_\_\_ Denied: \_\_\_ Council President Initials: \_\_\_\_\_  
Work Order Issue Date: \_\_\_\_\_ Manager Initials: \_\_\_\_\_

~~KEA~~



# 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

May 22, 2014

Christine Kallon  
1217 Kelton Avenue  
Pittsburgh Pa. 15216

Dear Christine,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on **Tuesday June 10, 2014 at 7:00 P.M.** in the Borough Council Chambers concerning your application for a handicapped parking space at **1217 Kelton Avenue.**

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

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

Sincerely,

James Kolesky,  
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

# **SITE INSPECTION 1217 KELTON AVENUE**

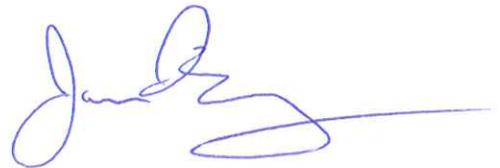
**On May 14, 2014, James Kolesky performed a site inspection of 1217 Kelton Avenue, in regards to an application for a New Handicapped Parking Space.**

**Kolesky observed that when you exit the front of the residence you walk directly on to a front porch. From the front porch, there is four steps and a short walkway to the sidewalk that runs parallel to the 1200 block of Kelton Avenue. Parking for the 1200 Block of Kelton Avenue is one sided and is located on the opposite side as the applicant's residence.**

**Kolesky observed that there is no off street parking located in the rear of the residence. I found a small dirt spot off of the alley in the rear of the residence that the applicant uses but there is no way to access this dirt spot without using a neighbors steps. Also the hill is very steep between the alley and the rear of the applicant's residence which makes it next to impossible to access.**

**There are no handicapped parking spaces issued in the 1200 block of Kelton Avenue.**

**Please see digital pictures that accompany this site inspection.**









## MEMORANDUM

**Date:** July 21, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Winter Services Agreement with PennDOT

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### Background:

The annual agreement that the Borough has with the Pennsylvania Department of Transportation (PennDOT) that provides for the State to pay us for our snow removal on State roads expired after the 2013/2014 Winter season. They have now provided us with a renewal agreement which along with a Resolution must be executed in order to extend the agreement for an additional five years.

### Discussion:

Each winter, the Borough removes snow from all of the roads within our municipal limits, including State roads. These roads are:

Banksville Road – ½ from McMonagle to McFarland  
Scott Road – from Beacon Hill to Piedmont Avenues  
West Liberty Avenue Northbound – from McFarland to Wenzell Avenues  
West Liberty Avenue Southbound – from Wenzell to McFarland Avenues  
McFarland Road – ½ from West Liberty Avenue to Banksville Road

PennDOT then pays the Borough based on the road classification a flat amount per lane mile. All of the roads above are classified as B except for Scott which is classified as C. The rates go up each year as the costs of providing the service go up and are set by the State. For 2014/2015 we will receive \$5,695.35.

PennDOT requires a Resolution as well as an executed agreement and both of these are attached to this report.

Recommendation:

I recommend that Council approve Resolution No. 15-2014 and authorize the Council President and I to execute the necessary agreement with PennDOT for snow removal reimbursement on State roads.

JN

Attachments

Cc: John Schneider, Streets Superintendent



## BOROUGH OF DORMONT

### RESOLUTION 15-2014 PENNDOT WINTER SERVICES AGREEMENT

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE COUNCIL PRESIDENT AND BOROUGH MANAGER TO EXECUTE AN AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF WINTER SERVICES PROVIDED BY THE BOROUGH.**

**BE IT RESOLVED** by the authority of the Council of the Borough of Dormont, Allegheny County Pennsylvania, and it is hereby resolved by the authority of the same, that the Council President of the Borough of Dormont be authorized to sign the attached Agreement on its behalf.

**ADOPTED** this 4<sup>th</sup> day of August, 2014

**ATTEST:**

BOROUGH OF DORMONT

\_\_\_\_\_  
Jeffrey Naftal  
Borough Manager

\_\_\_\_\_  
Willard McCartney  
Council President

I, Jeffrey Naftal, Borough Manager of the Borough of Dormont, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Borough Council, held the 4<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Naftal, Borough Manager



July 8, 2014

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

RE: Allegheny County Municipal Winter Traffic Services Agreement

Dear Secretary/Manager:

As we prepare for the 2014-2015 winter season, we at the Department of Transportation would like to thank you for your past participation in our winter services program.

YOUR PREVIOUS AGREEMENT HAS EXPIRED and it will be necessary for you to execute a new one for the upcoming winter season. We use a five-year agreement which helps cut down on administrative costs for both the municipality and the Department. Any yearly rate increases will be automatically calculated into the agreement. In the event a problem develops, the agreement can be canceled prior to September 15 for any year that the agreement is in effect.

As you know, the rates are established by our Central Office in Harrisburg and vary according to the Maintenance Function Classification (MFC) of the road. The rates per lane mile for the 2014-2015 winter season are as follows:

MFC B - \$1594.87	MFC D - \$1136.23
MFC C - \$1301.02	MFC E - \$1136.23

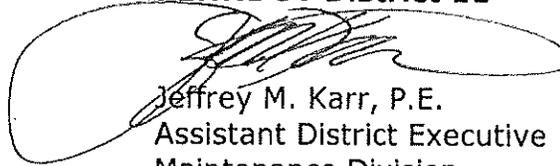
The Department has been going through an efficiency and optimization process. Because of this, some of the routes listed on your Exhibit may have changed, including but not limited to: addition or deletion of routes, lengthening or shortening, changes to number of lanes or MFC coding. Please review the Exhibit thoroughly to ensure you are aware of the roads listed on the agreement.

Enclosed are the blank agreements with a payment scale (Exhibit A) based on 2014-2015 rates. Please complete the agreement form and return two originals with the original seals and signatures to the Pennsylvania Department of Transportation, 45 Thoms Run Road, Bridgeville, PA 15017-2853.

To avoid delays, please review the enclosed guideline sheet to ensure that your agreement is properly completed. Agreements must be fully executed by October 15, 2014 to avoid payments being prorated. Please send the agreements to the above mentioned address no later than September 12, 2014 to ensure time for processing.

If you have any questions about the agreement, please contact our district representative, Emily Kowalsky, at (412) 429-4867.

Sincerely yours,  
**PENNDOT District 11**

A handwritten signature in black ink, appearing to read "Jeffrey M. Karr", is enclosed within a large, hand-drawn oval. The signature is written in a cursive style with some loops and flourishes.

Jeffrey M. Karr, P.E.  
Assistant District Executive  
Maintenance Division

Enclosures: Exhibit A  
Municipal Snow Agreement (2 copies)  
Municipal Snow Agreement Guidelines

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO 39000  
FID/SSN 256000328  
SAP VENDOR No. 158754

THIS AGREEMENT, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

Borough of Dormont AND of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 2014 - 2015; 2015 - 2016; 2016 - 2017; 2017 - 2018; and 2018-2019. (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
9. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "C" and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.
10. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
11. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

(a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvemu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvemu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
13. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.
14. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEM, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

\_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
Title: DATE

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel Date

Certified Funds Available Under  
SAP DOCUMENT NO. 39000  
SAP FUND 1058200712  
SAP COST CENTER 784110000  
GL. ACCOUNT 6344450  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
for Comptroller Operations Date

BUDGET PERIOD FY(14|15|16|17|18)

Contract No. 39000, is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$ \_\_\_\_\_ for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-34.0  
Appv'd OAG 5/6/2013

RESOLUTION

BE IT RESOLVED, by authority of the \_\_\_\_\_  
 (Name of governing body)  
 of the \_\_\_\_\_, \_\_\_\_\_ County, and it  
 (Name of MUNICIPALITY)  
 is hereby resolved by authority of the same, that the \_\_\_\_\_ of  
 (designate official title)  
 said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

\_\_\_\_\_  
 (Name of MUNICIPALITY)  
 \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature and designation of official title) (Signature and designation of official title)

I, \_\_\_\_\_,  
 (Name) (Official title)  
 of the \_\_\_\_\_, do hereby certify that the foregoing  
 (Name of governing body and MUNICIPALITY)  
 is a true and correct copy of the Resolution adopted at a regular meeting of the  
 \_\_\_\_\_, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (Name of governing body)

**DATE:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature and designation of official title)

**NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.**

STATE ROUTE AND LOCAL NAME	SEG	BEGINNING OFFSET	ENDING OFFSET	LINEAR MILES	MFC	RATE / LANE	NUMBER OF LANES	COST
19      Banksville Rd, 1/2 Width* (McMonagle Ave to McFarland Rd, other half of the road is maintained by Mt. Lebanon)	0151	0000	0151	2225	B	\$1,595	2	\$1,339.69
3137      Scott Rd (Beacon Hill Ave to Piedmont Ave)	0080	0000	0080	0830	C	\$1,301	2	\$416.33
3869      Washington Rd/W. Liberty Ave, Northbound (McFarland Ave to Wenzel Ave)	0030	0000	0040	3018	B	\$1,595	1	\$1,642.72
3869      Washington Rd/W. Liberty Ave, Southbound (Wenzel Ave to McFarland Ave)	0031	0000	0041	2989	B	\$1,595	1	\$1,642.72
2119      McFarland Rd, 1/2 Width* (Washington Rd to Banksville Rd, *other half of the road is maintained by Mt. Lebanon)	0010	0000	0010	2150	B	\$1,595	1	\$653.90
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00
						\$0		\$0.00

\*\*\*\*\*

TOTAL COST      \$5,695.35

MILEAGE TOTALS      3.05 LINEAR MILES

LANE MILES      3.63 LANE MILES

MFC "B"      3.31

MFC "C"      0.32

MFC "D"      0.00

MFC "E"      0.00

TOTAL =      3.63 LANE MILES

TERMS OF PAYMENT(S)

The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

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

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

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

EXHIBIT "C"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "C"

## CONTRACTOR INTEGRITY PROVISIONS

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners

has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

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

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

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

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

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in

connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into

this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

- d. "Financial interest" means:
- (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

EXHIBIT "C"

**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

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

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

**ATTACHMENT "A"**

**MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENTS RATE SCHEDULE**

Published by the

COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION

BUREAU OF MAINTENANCE AND OPERATIONS

For use during Fiscal Year 2014/15

County	"C"	"D"/"E"	County	"C"	"D"/"E"	
Crawford	\$1,831.11	\$1,654.79	Bucks	\$873.48	\$873.48	
Erie	\$1,831.11	\$1,654.79	Chester	\$873.48	\$873.48	
Forest	\$1,301.02	\$1,136.23	Delaware	\$873.48	\$873.48	
Mercer	\$1,301.02	\$1,136.23	Montgomery	\$873.48	\$873.48	
Venango	\$1,301.02	\$1,136.23	Adams	\$873.48	\$709.87	
Warren	\$1,831.11	\$1,654.79	Cumberland	\$873.48	\$709.87	
Centre	\$1,239.95	\$1,078.61	Franklin	\$873.48	\$709.87	
Clearfield	\$1,301.02	\$1,136.23	York	\$873.48	\$709.87	
Clinton	\$1,239.95	\$1,078.61	Dauphin	\$873.48	\$709.87	
Cameron	\$1,239.95	\$1,078.61	Lancaster	\$873.48	\$709.87	
McKean	\$1,600.63	\$1,420.85	Lebanon	\$873.48	\$709.87	
Potter	\$1,398.97	\$1,223.80	Perry	\$1,061.32	\$886.17	
Mifflin	\$1,061.31	\$887.31	Bedford	\$1,061.32	\$886.17	
Elk	\$1,301.02	\$1,136.23	Blair	\$1,061.32	\$886.17	
Juniata	\$1,061.31	\$887.31	Cambria	\$1,743.51	\$1,582.19	
Columbia	\$1,061.31	\$887.31	Fulton	\$958.76	\$813.57	
Lycoming	\$1,239.95	\$1,078.61	Huntingdon	\$1,061.31	\$886.17	
Montour	\$1,061.31	\$887.31	Somerset	\$1,743.51	\$1,582.19	
Northumberland	\$1,061.31	\$887.31	Armstrong	\$1,301.02	\$1,136.23	
Snyder	\$1,061.31	\$887.31	Butler	\$1,301.02	\$1,136.23	
Sullivan	\$1,239.95	\$1,078.61	Clarion	\$1,301.02	\$1,136.23	
Tioga	\$1,398.97	\$1,223.80	Indiana	\$1,301.02	\$1,136.23	
Union	\$1,061.31	\$887.31	Jefferson	\$1,301.02	\$1,136.23	
Bradford	\$1,398.97	\$1,223.80	"B"	"C"	"D"/"E"	
Lackawanna	\$1,398.97	\$1,223.80	Allegheny	\$1,594.87	\$1,301.02	\$1,136.23
Luzerne	\$1,398.97	\$1,223.80	Beaver	\$1,594.87	\$1,301.02	\$1,136.23
Pike	\$1,239.95	\$1,078.61	Lawrence	\$1,301.02	\$1,301.02	\$1,136.23
Susquehanna	\$1,398.97	\$1,223.80	"C"	"D"/"E"		
Wayne	\$1,239.95	\$1,078.61	Fayette	\$1,466.96	\$1,287.18	
Wyoming	\$1,239.95	\$1,078.61	Greene	\$1,301.02	\$1,136.23	
Berks	\$873.48	\$709.87	Washington	\$1,301.02	\$1,136.23	
Carbon	\$1,239.95	\$1,078.61	Westmoreland	\$1,466.96	\$1,287.18	
Lehigh	\$873.48	\$709.87				
Monroe	\$1,239.95	\$1,078.61	In the event MFC "B" roads are serviced by the Municipalities, they are to be paid at "C" rates (except 11-0)			
Northampton	\$873.48	\$709.87				
Schuylkill	\$1,061.31	\$887.31				

**NO MFC "A" ROADS ARE TO BE SERVICED BY MUNICIPALITIES!**



## MEMORANDUM

**Date:** July 22, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *gn*  
**Subject:** Park at West Liberty and Hillsdale Avenues

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### Background:

In 2003, the Borough purchased the property at the corner of West Liberty Avenue and Hillsdale Avenue for \$165,000. There had been 2 buildings on the site which were torn down. In 2008, Council moved to develop the lot as a passive park instead of attempting to market the property. In April of 2010, Council authorized receiving a CDBG grant for \$37,000 which was used to pay for work done on the front (West Liberty) portion of the lot. That is because Allegheny County made it a condition of the grant that none of the funds could be utilized for the parking lot portion of the property. The bulk of the grant funding then went to the building of the retaining wall. Since the creation of the park, members of the community through DIG Dormont and Borough staff have been adding plantings and working to maintain the area.

### Discussion:

At the request of Council, the Planning Commission was charged with holding a public meeting to invite the public for discussion and to make a recommendation on what direction to take with this property. They asked that this be discussed and a recommendation formulated in part because of a request to add additional plantings on the park portion of the property and in part because the recently completed Comprehensive Plan offers two views of what to do with this property and neither include leaving the existing topography and simply adding vegetation and amenities.

The Comprehensive Plan calls for one of the following:

1. Level and redesign the passive park at grade with West Liberty.
2. Level and redevelop the passive park with businesses and a small outdoor commercial plaza.

If either of these approaches are taken by Council, DIG Dormont could expend a significant amount of time and money for a temporary fix if they move forward with their plantings. They do say that they can remove much of this later and replant it elsewhere but that would make double the work for them to do that. However, the main issue considered by the Planning Commission was which of the 2 options for the site the Borough should pursue. The following information was provided to the Planning Commission to help with their discussion:

1. There is a restriction on doing anything with the property other than a park because of the CDBG grant given in 2010. However, I have checked with SHACOG who the grant was obtained through and the restriction was only for 5 years. The Borough can change the use after the 5 years with no consequences. If within the 5 years (prior to August 31, 2016) then we would be responsible for reimbursing the amount of the grant, \$34,346.80. The County's Economic Development staff would look favorably on changing the property from static with no revenue to a revenue generator. If the property is developed than the developer could be required to pay the reimbursement as part of their purchase of the property.
2. The cost for modifying the site to meet the first option of the Comprehensive Plan would be \$74,106.37 based on an estimate done by the Borough Engineer. This includes taking the front portion of the site down to street level, building a retaining wall by the parking lot and on the side by the house next door, and all other civil improvements. The cost for a fountain could run anywhere from \$1,000 for a small one to well over \$20,000 for a large one with features. Landscaping also is dependent on the amount of landscaping and the types of plantings but can range from about \$2,000 to over \$20,000 as well. Other amenities such as gazebos and park furniture can also run into the thousands of dollars. Whatever the final cost, from \$77,000 to well over \$100,000, the Borough will not be reimbursed for these expenses. And unless DIG Dormont or some other group wishes to take on annual maintenance, those costs would be borne by the Borough as well.
3. The assessed value of the site is \$146,900 currently which if taxable would generate \$1,317.69 in property taxes each year. If the site were to be developed, taxes would increase. For comparison purposes, if the site had a single family house as does the lot next to the Dormont Library which is about half the size, the assessed value is \$191,600 and taxes are \$1,718.65 or over \$400 more per year. But if we get our highest best use which is assumed to be a mixed use project with commercial/retail on the ground level and apartments on the upper floors, a comparable would be the property at 2900 West Liberty Avenue. This property has a lot about 1/3 of the area of the site. Yet it's assessed at \$622,000 and generates taxes of \$5,579.34 per year, over \$4,200 more per year than a vacant lot would generate. For a lot of 3 times the size you could receive over \$15,000 per year in taxes.

4. I have spoken with a commercial real estate agent and the developer for #1 Cochran, both of whom have indicated that there is a market for this site and that we could market it very much like we marketed the Dormont Junction Transit Oriented Development. That is, we could seek proposals from developers that would allow us to choose the best project that not only brings in revenue but that develops the site in a manner in which the Borough wants. This allows the Borough to either generate cash revenue from the sale of the property or upfront revenue and continuing revenue if the property is leased to the developer.

The Planning Commission heard discussion on this at both their June and July meetings. This discussion included representatives from DIG Dormont, Main Street, the developer for #1 Cochran, and the public. Following these public comments, the members of the Planning Commission discussed the various options brought out by the public as well as their own concerns. Among the discussions were the idea of having at least a portion of the site remain as public space with some amenities to provide for public use of the site.

The end result of the discussions was to recommend to Council that a Request for Development Proposals be issued for the site and that it specifically call for the inclusion of public space amenities as part of the project. It will be up to the developer to show how they can incorporate public space into the project. The Planning Commission and Council can then evaluate the proposals received and determine if sufficient public space is provided. Should no proposals be acceptable to the Borough then the Planning Commission would recommend keeping the area as a park.

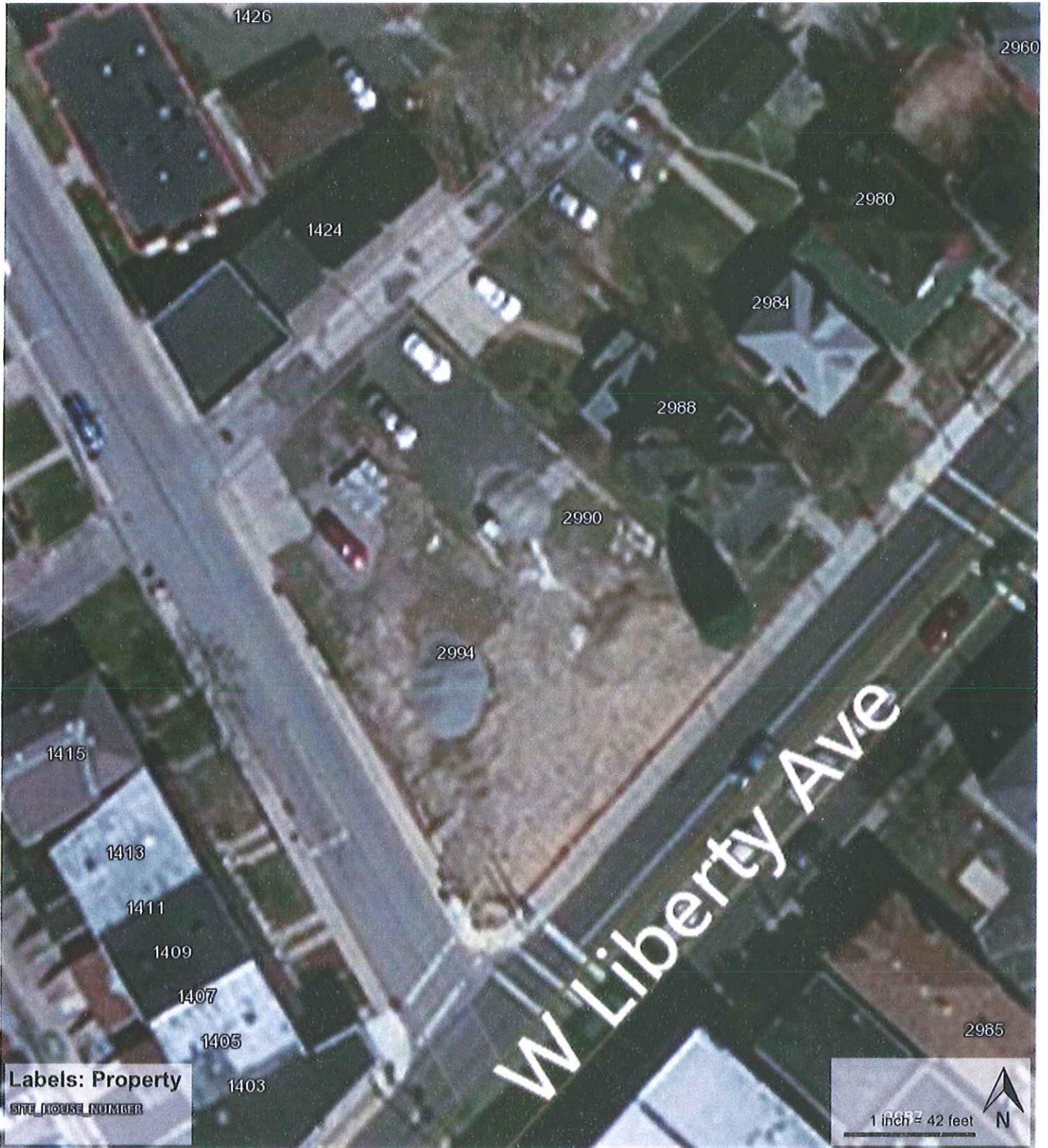
Recommendation:

I recommend that Council follow the Planning Commission's recommendation and authorize the issuance of a Request for Development Proposals for the property at the corner of Hillsdale and West Liberty Avenues with a requirement of proposals that they include public space amenities.

JN

Cc: Planning Commission

Passive Park Site







## MEMORANDUM

**Date:** July 23, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Replacing Fire Station Air Conditioning System

---

### Background:

The air conditioning unit on the Fire Station was put in place when the building was built, seventeen years ago. It has now started to fail with the coils going first. We have temporarily patched the leak in the coils and recharged the system but that will only hold for a brief time. So we asked the contractor we use for the Borough, Caruso Heating & Air Conditioning, Inc. to look at the unit and provide us with our options.

### Discussion:

Caruso found that the coils are bad and at a minimum, they need to be replaced. But given the age of the unit, they are recommending that we replace the unit at this time. If we were to just replace the coils, they believe that in the next 6 months to a year, other parts of the unit will need to be repaired as well. They provided a cost for replacing the coils at \$987.65 and a cost to replace the unit at \$2,958. Copies of both of these proposals are attached to this report. I believe that if we replace just the coils we could easily see repairs over the next fiscal year with the cost of the coils exceed the cost of replacing the unit, so I am recommending to Council that we replace the unit now.

No funds were budgeted for this purpose but there is \$11,458.34 available in the Repairs & Maintenance line item in the Government Building Department for this expenditure. Pursuant to our Purchasing Policy we did get a second quote for this replacement and it was over \$4,000. Therefore, the quote from Caruso is the low bid and permitted under our Purchasing Policy.

Recommendation:

I recommend that Council authorize the purchase of a new air conditioner for the Fire Station from Caruso Heating & Air Conditioning, Inc. at a cost of \$2,958.

JN

Attachments

Cc: Jeff Arnold, Fire Chief  
John Schneider, Streets Superintendent  
Joey Skrip, Streets Laborer/A/C Specialist

# CARUSO HEATING & AIR CONDITIONING, INC.

98 McNeilly Road

Pittsburgh, PA 15226

Phone # (412)882-6080

Fax # (412)882-8205

Web Site: [www.carusoac.com](http://www.carusoac.com)

## Proposal

PA HOME IMPROVEMENT  
REGISTRATION #PA009052

ESTIMATE FOR:

Borough of Dormont  
1444 Hillsdale Ave.  
Dormont, PA 15216

Date

7/22/2014

DESCRIPTION	QTY	COST	TOTAL
We propose to furnish and install a new Carrier, high efficiency central air conditioning system to replace the existing system at the VFD. New system to be a Comfort, 24ABB330 series model, "Puron", up to 13 SEER, 2 1/2 ton unit, with a new matching indoor evaporator coil unit, new thermostat, new condenser pad and new refrigerant lines. Old equipment will be hauled away.	1	2,958.00	2,958.00
This estimate is good for 30 days. If it meets with your approval, please sign and return.	<b>TOTAL</b>		<b>\$2,958.00</b>

SIGNATURE \_\_\_\_\_

# CARUSO HEATING & AIR CONDITIONING, INC.

98 McNeilly Road

Pittsburgh, PA 15226

Phone # (412)882-6080

Fax # (412)882-8205

Web Site: [www.carusoac.com](http://www.carusoac.com)

## Proposal

PA HOME IMPROVEMENT  
REGISTRATION #PA009052

ESTIMATE FOR:
Borough of Dormont 1444 Hillsdale Ave. Dormont, PA 15216

Date
7/22/2014

DESCRIPTION	QTY	COST	TOTAL
We propose to furnish and install a new, replacement evaporator coil for the central air conditioning system to replace the existing coil for the VFD.	1	987.65	987.65
This estimate is good for 30 days. If it meets with your approval, please sign and return.	<b>TOTAL</b>		<b>\$987.65</b>

SIGNATURE \_\_\_\_\_



## MEMORANDUM

**Date:** July 24, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Repairing A/C Unit for Lifespan at Borough Building

---

### Background:

There are thirteen (13) air conditioning/heating (HVAC) units that were installed on the roof of the Borough building at the time it was renovated. Each of these units only addresses specific areas of the building and each has its own duct work and its own control system to regulate the temperature and open and close dampers. We have already replaced a number of these units over the last several years and made repairs to the system as well.

### Discussion:

The air conditioning unit that services Lifespan in the Borough Building has stopped functioning. As we discussed at the July 7, 2014 Council meeting, repairs were needed. Council at that meeting authorized moving forward with the repairs with the understanding that I would ask for formal Council approval at the August Meeting.

Therefore, I am formally requesting that Council authorize the air conditioning repairs with Caruso Heating & Air Conditioning, Inc. for \$3,865. No funds were budgeted for this purpose but there is \$11,458.34 available in the Repairs & Maintenance line item in the Government Building Department for this expenditure. Pursuant to our Purchasing Policy this was an emergency purchase.

### Recommendation:

I recommend that Council authorize the repair of the Lifespan air conditioning unit from Caruso Heating & Air Conditioning, Inc. at a cost of \$3,865.

JN

Attachment

Cc: John Schneider, Streets Superintendent  
Joey Skrip, Streets Laborer/A/C Specialist

# CARUSO HEATING & AIR CONDITIONING, INC.

98 McNeilly Road

Pittsburgh, PA 15226

Phone # (412)882-6080

Fax # (412)882-8205

## Proposal

PA HOME IMPROVEMENT  
REGISTRATION #PA009052

Web Site: [www.carusoac.com](http://www.carusoac.com)

ESTIMATE FOR:
Borough of Dormont 1444 Hillsdale Ave. Dormont, PA 15216

Date
6/30/2014

DESCRIPTION	QTY	COST	TOTAL
We propose to furnish and install new replacement parts for the Carrier roof top unit, model 48TJE014, for the packaged system serving the Senior Citizen's Center on the First Floor. Work consists of installation of new replacement parts (listed below) and labor  Parts to be replaced: Compressor #1 Blower shaft Blower belt Blower pulley Compressor #1 control contactor Freight Charges Refrigerant R-22 Labor for all repairs		3,865.00	3,865.00
This estimate is good for 30 days. If it meets with your approval, please sign and return.	<b>TOTAL</b>		\$3,865.00

SIGNATURE \_\_\_\_\_



## MEMORANDUM

**Date:** July 24, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Street Department Truck Repair

---

### Background:

Truck #110 in the Street Department fleet is a Ford F550 that was purchased in 2007. It is a large truck and is used during the road paving season as the second asphalt truck. In mid-July, the driver noticed that he was unable to get enough gas to the engine on hills and so it was taken to the dealer to identify the problem.

### Discussion:

The dealer, Woltz & Wind Ford, Inc., has determined that the fuel tank is delaminating causing pieces of the tank to contaminate the fuel mix so that the engine can't process the fuel. This is a common problem on Ford diesel trucks and the Borough experienced the same problem with the truck that was just replaced. Ford does not consider this a safety issue so there is no recall and no coverage of the expense of the repair by Ford. The cost to repair the problem is \$2,900 shown on the attached estimate sheet.

This truck is critical to our road repair operations and so I have authorized the repair but I am now formally asking Council for authorization to pay the \$2,900 for the repair as this is over my authorization limit of \$1,000 pursuant to the Purchasing Policy. It is a sole source purchase as the dealer makes all major repairs to our fleet. Funding for this is available in the Public Works Department budget, Vehicle Maintenance line item where there is \$5,542.42 available.

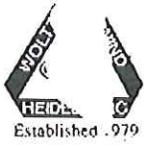
### Recommendation:

I recommend that Council authorize repairs to Truck #110 in the Street Department fleet for \$2,900 from Woltz & Wind Ford, Inc.

JN

Attachment

Cc: John Schneider, Streets Superintendent



**Woltz & Wind Ford, Inc.**

2100 Washington Pike  
Heidelberg, PA 15106  
Bus. 412 / 279-4551  
Fax. 412 / 279-2276

# Estimate Sheet

**Washington Ford, Inc.**

Rte. 19, 507 Washington Road  
Washington, PA, 15301  
Bus. 724 / 223-5100  
Fax. 724 / 223-0690

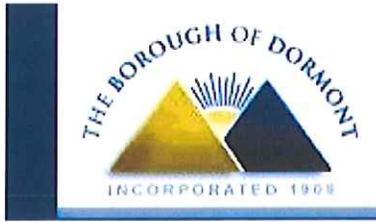


Part Description	Part Number	Stock		Price	Labor		Total
		Y	N		Time	Cost	
Required Repairs							
Tank	6C3Z-9002-F	X		1475.54	3.5		
Sender	6C3Z-9275-DA	X		504.24			
Pump	6C3Z-9G282-C	X		489.53	1.0		
Filter	3C3Z-9N184-CB	X		80.10	0.5		
Value	5C3Z-9F452-ARM	X		252.24	0.5		
	Fuel			75.00			
	Diesel diag				2.0		
Suggested Repairs							
<div style="border: 1px solid black; padding: 5px; transform: rotate(-15deg); display: inline-block;">                     Disc #20075                      Parts #575 (20%)                      Labor #2300.00                      Total #2900.00                 </div>							
Improvements							
R.O. #	76112	Tech. #		Date			
Customer		Model		Year		Engine/Cal.	

**Comments:**

Fuel tank delamination  
May have injector concern after repair

Vehicle = 2007 Ford F550 - #110



## MEMORANDUM

**Date:** July 24, 2014

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

**From:** Jeff Naftal, Borough Manager *gn*

**Subject:** Resolution No. 16-2014 – Revised Emergency Management Plan

---

### Background:

The last time that the Borough's emergency management plan was formerly adopted by Council was in 1997. Since that date, there have been some revisions to the plan but it was never formerly adopted as required by the Commonwealth of Pennsylvania and it is missing some crucial parts that are now standard in such plans.

### Discussion:

Chapter 16 of the Borough's Code sets out the guidelines for emergency management in the Borough and track the requirements as set out by the State. One of those requirements is that the Plan be reviewed each year and that revised plans be formerly adopted by the Borough Council.

Recognizing that we were behind on our obligations with regard to this, our Emergency Management Coordinator Mat Davis (also a Deputy Chief and Fire Apparatus Operator in the Fire Department) undertook to evaluate the plan and make modifications to the plan to bring it into compliance with the State. Because of the personal information that is in the plan, it is not a public record under State law. Therefore, it is not included with this report. The 50 page plan is available for Council review in our office should you wish. However, the following is a summary of the major items that were revised in the plan for your review:

1. The National Incident Management System (NIMS) was placed in the plan. NIMS became the standard for emergency management following 9/11. Yet our plan has never had this. The revised plan includes NIMS standards as well as an Incident Command flow chart.
2. Our vehicle and other equipment were updated to reflect our current situation. Many of the listed items were no longer here and new ones were not listed.

3. Elected Official and employee information was updated. This includes the Volunteer Fire Department and the school crossing guards, all of whom could participate in an emergency. This personal information including addresses and phone numbers is why the plan is not considered a public record by the State.

Once Council has formerly adopted the plan then the Emergency Management Coordinator will update the binders located in our office, the Volunteer Fire Department, the Police Department, the Police Chief's Office, and the Borough Building which serves as the Borough's Municipal Emergency Operations Center as needed.

To adopt the plan the State requires that we pass a Resolution and sign a promulgation letter, both of which are attached to this report.

Recommendation:

I recommend that Council adopt Resolution No. 16-2014 to adopt a revised Emergency Management Plan for the Borough of Dormont.

JN

Attachments

Cc: Mat Davis, Emergency Management Coordinator  
Jeff Arnold, Fire Chief  
Mike Bisignani, Police Chief



## BOROUGH OF DORMONT

### RESOLUTION 16-2014 EMERGENCY MANAGEMENT PLAN ADOPTION

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING AN EMERGENCY MANAGEMENT PLAN IN COMPLIANCE WITH PENNSYLVANIA STATE LAW.**

**WHEREAS,** Section 7503 of the Pennsylvania Emergency Management Services Code, 35 PA C.S. Section 7101 et seq. mandates that the Borough of Dormont prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within the Borough; and

**WHEREAS,** in response to the mandate stated above, the Dormont Borough Council has adopted Ordinance No. 1466 adding Chapter 16 to the Borough of Dormont Code creating an emergency management organization; and

**WHEREAS,** pursuant to Chapter 16, the Emergency Management Coordinator has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster for the Borough of Dormont; and

**NOW, THEREFORE,** the Dormont Borough Council of the Borough of Dormont do hereby approve, adopt, and place into immediate effect the Emergency Management Plan of the Borough of Dormont, Allegheny County, Commonwealth of PA. This plan shall be reviewed on an annual basis to make certain that it conforms to the requirements of the Allegheny County Emergency Operations Plan.

**ADOPTED** this 4<sup>th</sup> day of August, 2014

ATTEST:

BOROUGH OF DORMONT

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Jeffrey Naftal  
Borough Manager

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Willard McCartney  
Council President

**PROMULGATION**

THIS PLAN WAS ADOPTED BY \_\_\_\_\_ Dormont Borough Council \_\_\_\_\_ (elected officials) UNDER  
RESOLUTION NO. \_\_\_\_\_ DATED \_\_\_\_\_, IT SUPERCEDES ALL PREVIOUS PLANS.

\_\_\_\_\_  
(Council President Willard McCartney)

\_\_\_\_\_  
(Council Vice President Joan Hodson)

\_\_\_\_\_  
(Council Person Drew Lehman )

\_\_\_\_\_  
(Council Person Valerie Martino)

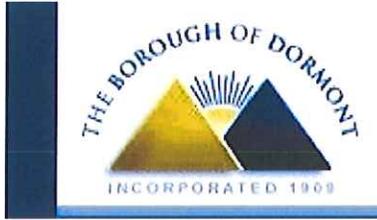
\_\_\_\_\_  
(Council Person Onnie Costanzo)

\_\_\_\_\_  
(Council Person Jeff Fabus)

\_\_\_\_\_  
(Council Person John Maggio)

\_\_\_\_\_  
(Borough Manager Jeff Naftal)

\_\_\_\_\_  
(Emergency Management Coordinator)



## MEMORANDUM

**Date:** July 24, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *gn*  
**Subject:** Request for Temporary Special Event Sign and Tent Permits for Main Street

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### Background:

We have received the attached applications for a temporary special event sign permit and a temporary special event tent permit for the Main Street "Taste of Dormont" event to be held on September 13, 2014. Main Street is requesting three (3) temporary signs for their event, one on the tennis court fence, one mounted on plywood at the pool parking lot entrance and one mounted on plywood at the passive park. Their tent is to be placed in the pool parking lot 20 feet from the sidewalk in front of the recreation building. They have provided completed applications 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 requests meet all of the requirements of this section with no sign greater than 64 square feet and the total equaling 93 square feet. The signs are considered on different locations as one is at the tennis courts, one at the pool, and one at the passive park.

Section 210-67 (C) (7) of the Borough's Code applies to the tent application.

(7) [Amended 8-2-1999 by Ord. No. 1484] Canopies, other than canopy signs, and similar structures. Canopies, other than canopy signs, and similar permanent freestanding roofed structures without walls shall be permitted to cover outdoor seasonal display and sales areas or fuel dispensing areas accessory to authorized uses in the C General Commercial District and as accessory uses in the P-1 Park District, provided that:

- (a) Such structure shall not be attached to the principal building;
- (b) Such structure shall be located at least 10 feet from any property line or street right-of-way;
- (c) Such structure shall not be enclosed; and
- (d) Such structure shall be removed immediately, once the principal use or the use of the accessory structure is discontinued.

The tent request meets these criteria in that it will be in the P-1 Park District, it will not be attached to any building, it will be over 10 feet from any property line, it will be an open structure, and it will be removed after the event. In addition, the tent will not damage the recently paved parking lot.

Recommendation:

I recommend that the Borough Council approve the applications of Main Street to post three signs totaling 93 square feet advertising their "Taste of Dormont" event on September 13, 2014 and to place a temporary tent on the swimming pool parking lot on that date.

JN

Attachments

Cc: Pat Kelly, Building Official



July 22, 2014

Borough Council  
Borough of Dormont  
1444 Hillsdale Avenue  
Pittsburgh, PA 15216-2019

Dear Members of Council,

On behalf of the Dormont Community Development Corporation and Dormont Main Street, I am forwarding this letter to Borough Council seeking permission to install three temporary special event (3) signs advertising our signature event "TASTE OF DORMONT" to be held on September 13, 2014 in the pool parking lot. Attached to this letter is an APPLICATION FOR SIGN PERMIT covering these proposed temporary signs.

The signs are proposed to be erected at the following locations: Site #1 at the entrance to the pool off of Dormont Avenue, Site #2 at the Passive Park at the corner of West Liberty Avenue and Hillsdale Avenue and Site #3 on the fence along Banksville Road adjacent to the tennis courts. These are the same sign display locations that were used last year. The application indicates the sizes of the signs and how they will be mounted for display. The largest sign is 45 square feet and the total of the three signs is 93 square feet.

We are aware that these temporary special event signs cannot be displayed more than 30 days before the event and are required to be removed within 5 days after the event.

Thank-you for your consideration in this matter and should you have any questions or wish to further discuss this request, do not hesitate to contact me. You may reach me by letter to the below address or by phone 412-952-1681.

Sincerely,

Dormont Community Development Corporation  
Dormont Main Street

A handwritten signature in cursive script that reads "George Pitcher".

George Pitcher, President

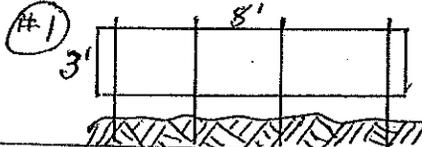
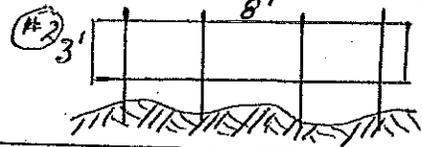
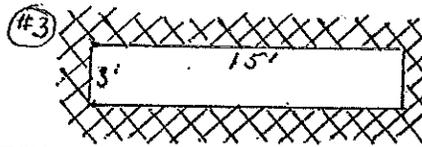


# BOROUGH OF DORMONT

## APPLICATION FOR SIGN PERMIT

Application Date: July 22, 2014  
Applicant Name: George Pitcher, President  
Business Name: Dormont Community Development Corporation  
Business Address: 2825 Broadway Avenue  
Pittsburgh, PA 15216  
Business Phone: 412-952-1681  
Check One: Permanent Sign \_\_\_\_\_ Temporary Sign  (3)  
Number of lineal feet of storefront: N/A  
Square feet of existing signage: N/A  
Square feet of proposed signage: 1 @ 24sf, 1 @ 24sf, 1 @ 45sf - Total 93sf  
Depth of Sign as measured from building: N/A  
Is the sign lighted? No If so, how? \_\_\_\_\_  
Cost of Sign: \_\_\_\_\_  
Applicant Signature: George Pitcher

Sketch of proposed sign - Please show exact dimensions:

- (#1)  Vinyl sign to be erected at Entrance to Pool Parking lot. Sign to be mounted on Exterior Plywood. Plywood mounted on 4 steel posts embedded below ground surface 12" to 15"
- (#2)  Vinyl sign to be erected in the Passive Park. Sign to be mounted on Exterior plywood. Plywood mounted on 4 steel posts embedded below ground surface 12" to 15"
- (#3)  Vinyl sign to be attached to fence along Banksville Road at Tennis Courts.

For Official Use Only:

Permit Cost: \_\_\_\_\_

Approved By: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/22/2014

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).

<b>PRODUCER</b> RMG Insurance 731 W. Broad Street  Bethlehem PA 18018	<b>CONTACT NAME:</b> Theresa VanHorn AAI <b>PHONE (A/C No. Ext):</b> (610) 867-6869 <b>E-MAIL ADDRESS:</b> teri@rmginsurance.com	<b>FAX (A/C No.):</b> (610) 465-9659
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DORMONT COMMUNITY DEVELOPMENT 2825 BROADWAY AVE  PITTSBURGH PA 15216-2129	<b>INSURER A:</b> Selective Ins. Co. of America <b>NAIC #</b> 12572	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL147800765 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S 1886917	2/5/2014	2/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Tast of Dormont. event to be held September 13, 2014

**CERTIFICATE HOLDER** **CANCELLATION**

Borough of Dormont 1444 Hillsdale Avenue #10 Dormont, PA 15216	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  T VanHorn AAI/TERI <i>Theresa Van Horn</i>



# BOROUGH OF DORMONT

1444 HILLSDALE AVENUE

DORMONT, PA 15216

(412) 561-8900

APPLICATION  
for  
ZONING/BUILDING PERMIT  
BOD-410-001

APPLICATION No. \_\_\_\_\_ PERMIT No. \_\_\_\_\_ DATE 7-23-14

I, the undersigned, hereby make application for a zoning permit for the construction  alteration  occupancy  hereinafter described at the premises mentioned, and represent as follows:

Address of Property Pool Parking Lot Type of Building Temporary Commercial Tent

Owner Dormont Community Development Corporation Telephone 412-952-1681

Owner's Address 2825 Broadway Avenue, Pittsburgh, PA 15216

### Lot Information:

1-Area in Square Feet Pool Parking Lot Sq. Ft. \_\_\_\_\_  
2-Width at Building Line \_\_\_\_\_ Ft. \_\_\_\_\_  
3-Depth \_\_\_\_\_ Ft. \_\_\_\_\_

### Structural Information:

Type of Material Commercial Tent  
Heating N/A  
Sewer N/A  
Number of Stories one (1)  
Fire Escape 10' Front opening, 80' Rear opening

### Existing Buildings Information:

1-Square Footage Ground Floor \_\_\_\_\_ Sq. Ft. \_\_\_\_\_  
2-% of Lot Covered by Buildings \_\_\_\_\_ %

### Commercial Buildings:

State Approved \_\_\_\_\_  
(Number) \_\_\_\_\_ (Date) \_\_\_\_\_  
Are Other Permits Required? \_\_\_\_\_

### New Buildings, Additions or Alterations:

1-Square Footage New Construction Temporary Tent 4,000 Sq. Ft. \_\_\_\_\_  
2-Total Square Footage Ground Floor \_\_\_\_\_ Sq. Ft. \_\_\_\_\_  
(include old and new)  
3-% Lot Covered with this Construction (include old & new) \_\_\_\_\_ %

### Off Street Parking and Loading:

1-No. Parking Spaces Required \_\_\_\_\_  
2-No. Available on Lot \_\_\_\_\_  
3-No. Available Within \_\_\_\_\_ Feet

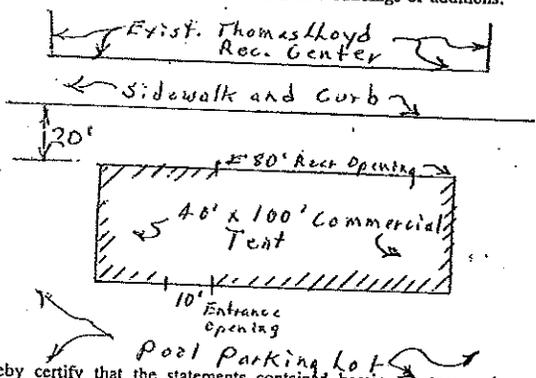
4-Nature of Construction Temporary Commercial Tent to house 'Taste of Dormont' Event Sept. 13, 2014  
5-Cost \_\_\_\_\_

### Zoning Information:

1-Lot presently zoned Parks  
2-No. Dwelling Units with this Construction \_\_\_\_\_  
3-Lot Area required for this number Dwg. Units \_\_\_\_\_  
4-Present or Former Use \_\_\_\_\_  
5-Proposed Use 'Taste of Dormont' Event

### SKETCH OF LOT AND PROPOSED CONSTRUCTION

Show all lot lines and dimensions, all lines of streets and alleys bounding property, and distances from building to lot lines and to other buildings on the same lot. Distinguish between old and new buildings or additions.



FOR OFFICIAL USE ONLY	
Check List	
Required	Ok
Use	_____
SETBACK:	
Front	_____
Sides	_____
Rear	_____
Area	_____
Coverage	_____
Height	_____
Parking	_____
Landscaping	_____
Signs	_____
Access	_____
Plans and Specifications	_____
Fees	_____
VALUATION \$	_____
Fee	_____
Paid	_____
(Date)	

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that a material misrepresentation in this application is grounds for revocation of any approval or permit issued by the Zoning Officer or Building Inspector, and that if I knowingly make any false statements herein, I am subject to such penalties as may be prescribed by law or ordinance.

Tracy Pittman  
Signature of Owner

ZONING APPROVED/DISAPPROVED \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
IF DISAPPROVED STATE REASON \_\_\_\_\_



## MEMORANDUM

**Date:** July 24, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *gn*  
**Subject:** Sewer Manhole Repair – 3065 Dwight Avenue

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### Background:

Each year as part of the Borough's required maintenance activities for the Sanitary Sewer Consent Decree, we televise 20% of our sewer lines to identify problems that need to be repaired. As part of this year's work, we televised the lines on Dwight Avenue. We discovered as part of this a separate, dual line that runs along the 3000 block of Dwight in the front yards of the houses which runs parallel to the main line which runs in the street. While attempting to televise this parallel line, we discovered a manhole which is buried under the concrete driveway of 3065 Dwight Avenue.

### Discussion:

The attached report from the Borough Engineer provides a much more detailed review of the history of this situation including that the buried manhole came to be identified because of a blockage at the opposite end of the parallel line that prevented us from televising the line. Because of that blockage, and the manhole at the other end being buried, we cannot determine if sewage is flowing properly from the residences on this block. We already know that the house at the top of the line will eventually be having its sewage backing up into the house because of the blockage there. But we don't know if this is a problem other residences will also be having.

Because of opening the blockage will be greater than \$1,000 I will need to ask Council for authorization to make the repair. But if there are additional blockages that cost will increase and I would prefer asking Council for funding only once and I can't do that without opening the buried manhole. Given the urgency of the situation, our Purchasing Policy would allow this project to not be bid out and I would ask Council to authorize an amount up to \$3,400 as suggested by the Borough Engineer. Funding for this would come from our Sewer Fund, Repairs and Maintenance line item where there is \$448,062 available. Since we cannot determine when this manhole was buried (the homeowner says at least 50 years) the costs for this will have to be borne by the Borough.

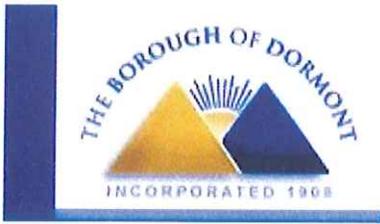
Recommendation:

I recommend that Council authorize payment not to exceed \$3,400 to uncover the sanitary sewer manhole at 3065 Dwight Avenue.

JN

Attachment

Cc: Wayne McVicar, Borough Engineer



## MEMORANDUM

**Date:** July 24, 2014

**To:** Jeff Naftal, Borough Manager

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

**Subject:** 3065 Dwight Avenue – Buried Manhole

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For the 2-weeks from July 7 through the 18<sup>th</sup>, the Borough has had a crew from Insite Pipe televising (CCTV) and cleaning sanitary sewers as required annual maintenance by the consent decree. While performing the work on Dwight Avenue, the following condition was observed. Please refer to the attached maps.

Dwight Avenue is unique in the Borough in that there are parallel sewers across 3031 through 3065 Dwight Avenue. The main sewer is the 12” trunk line that runs down the center of the road. Ordinarily, house laterals would be connected to this sewer. However, for the properties referenced above, there is a second 8” main that runs across the front yards. The house laterals are all tied into this main. At 3065 Dwight Avenue, this sewer enters a manhole, makes a right angle turn and discharges to a manhole on the 12” trunk line in the street. The CCTV crew was able to televise this short section of main going from the street to MH 819-10. It was then that we observed that MH 819-10 was buried. Located from above, the manhole was found to be located under a section of concrete driveway. We then tried to televise this parallel sewer from the upstream manhole, MH 819-14, but were unsuccessful as the pipe was fully clogged with roots, mud and other debris. Attempts to jet this line were unsuccessful.

Upon returning to the office, I reviewed our GIS mapping and did a search of our historical CCTV records. Our GIS records indicate that MH 819-14 was observed to be buried in 2007. We have a CCTV record from 2011 of the parallel sewer, indicated to be run from MH 819-14 to MH 819-10 (the buried manhole). I reviewed this record and found that the 2011 crew was only able to get about 5 feet down the sewer before running up against a plug that they were unable to get past and the survey was abandoned. I researched the GIS data further and found that there is an entry for 1996 as the initial CCTV date, but upon review of the CCTV records, could find no video of this televising. In fact, I could find no record that indicates that this sewer was ever televised.

As a result of my investigation it appears that we have a condition with our sanitary sewer that needs to be addressed. For the sewer servicing 3031 through 3065 Dwight Avenue, there is no access at the upper end due to the plug and no access at the lower end due to the manhole being buried. Based upon the historical data, it appears that this line has not be cleaned and televised going back to at least 2007 and maybe 1996.

I also did some investigation to try to find out how the manhole at 3065 Dwight Avenue was buried in the first place, but was unsuccessful. It is possible that it occurred at the time it was initially installed. I spoke with the owner, Ms. Nancy Scherpis, who advised that she had lived in the house for 50 years and was never aware that the manhole existed. It is unclear when the first concrete driveway was constructed, however in 2012 the driveway was replaced. I understand that the owner's contractor at the time started the replacement without obtaining building permits, but was caught by the building official, who made them obtain the required permits. When the contractor was caught, the driveway had already been removed, the new driveway formed out and the stone base installed. There is a picture in the file showing the forming and no manhole is visible. Although our GIS mapping shows the manhole in the driveway, It is unclear why the manhole was not located at this time and raised to grade before the new driveway was poured.

Although there are problems with both ends of the sewer, at this time I am recommending that the buried manhole located at 3065 Dwight Avenue be raised to grade to allow further televising and maintenance of the line. The budgetary cost to raise this manhole is \$3,400.00 but is dependent upon how much concrete driveway needs to be replaced. The only question would be who would be responsible.

Once the manhole has been raised and the subsequent CCTVing has been completed, I will have a better understanding of the conditions that affect the upstream manhole. Based upon this assessment, I anticipate coming back to council with further recommendations for repair of this length of sanitary sewer.



