



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019
(412) 561-8900
FAX (412) 561-7805
www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

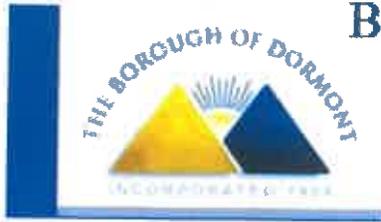
MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
NEFT FABUS
JOAN HODEON
ROBERT PALMIERI
DANIELE VENTRESCA

AGENDA MEETING

January 25, 2016

7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Registered Comments from the Public
5. Comments from the Mayor
6. Council President's Report
7. Borough Manager's Report
8. Consent Agenda
 - a. Motion to approve the written report of the Solicitor.
 - b. Motion to approve the written reports of Borough Officials.
 - c. Motion to approve the Minutes of the December 14, 2015 Special Council Meeting.
 - d. Motion to approve the Minutes of the January 4, 2016 Council Business Meeting.
 - e. Motion to approve the Warrant list for January 2015.
 - f. Motion to accept recommendation of the Manager to approve Agreement with EPD for Zoning Audit.
 - g. Motion to accept recommendation of the Manager to approve Agreement with Maher Duessel for FY 2015, FY 2016, and FY 2017 Audits.
 - h. Motion to accept recommendation of the Manager to approve James Hughes, of Boy Scout Troop #238 from St. Bernards, to complete a Storm Drain Stenciling project in the Borough of Dormont.
 - i. Motion to accept recommendation of the Engineer to approve Agreement with Gateway Engineers to conduct a Flow Isolation Study.



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANIELE VENTRESCA

AGENDA MEETING

January 25, 2016

7:00 PM

- j. Motion to accept the recommendation of the Manager to allow Friends of Dormont Pool to post two banners on Borough property to advertise the 10th Annual Friends of Dormont Pool Pub Tour.
 - k. Motion to accept the recommendation of the Traffic and Parking Planning Commission to approve application for Reserved Accessible Parking Space located at 2828 Dwight Ave. for John Palermo.
9. Action Items
- a. **Motion to approve Resolution in support of House Bill 1394. – Councilperson Drew Lehman, Chair, Finance and Legal Committee**
 - i. Public Comment
 - ii. Council Discussion
 - b. **Motion to approve Ordinance #1614, Repealing Ordinance #1609 Creating a Stormwater Authority. – Councilperson Drew Lehman, Chair, Finance and Legal Committee**
 - i. Public Comment
 - ii. Council Discussion
10. Discussion Items
- a. Reserved Accessible Parking for June Koury on Voelkel.
 - b. Stormwater Authority history, cost, and lost reimbursed costs if Authority is dissolved.
 - c. Adding dossier of Council members to website.
 - d. Repairs to water damage in police holding cells and correcting parking lot drainage causing the damage.
 - e. Questions about Friends of Dormont Pool 501 c3.



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

www.boro.dormont.pa.us

BOROUGH MANAGER
BENJAMIN ESTELL

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
JOHN MAGGIO, PRESIDENT
DREW LEHMAN, VICE PRESIDENT
KATE ABEL
JEFF FABUS
JOAN HODSON
ROBERT PALMIERI
DANILE VENTRESCA

AGENDA MEETING

January 25, 2016

7:00 PM

11. Citizens' Comments
12. Adjournment

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

MEMORANDUM OF LAW

TO: DORMONT BOROUGH COUNCIL, MAYOR AND MANAGER

FROM: DODARO, MATTA & CAMBEST, P.C.

RE: SOLICITOR'S REPORT FOR JANUARY OF 2016

DATE: JANUARY 4, 2016

-
1. **BLIGHTED PROPERTIES –.** The listing agreement has been signed on the Broadway property.
 2. **BARBARA JEAN FELDMAN ET. AL. V BOROUGH OF DORMONT.** This is a pro se complaint filed in Federal Court against the Borough, Berkheimer Tax Administrator, Jordan Tax Service, Inc., Keystone Oaks School District and Goehring, Rutter & Boehm. Ms. Feldman claims that her 401(K) was incorrectly taxed. We prepared a motion to dismiss for failure to make a claim. Specifically, 401(k) plans are in deed taxable. The Court after reviewing our motion to dismiss and brief dismissed the case. Ms. Feldman has filed an appeal of this decision to the Third Circuit Court of Appeals. We prepared a brief to the Third Circuit. We joined in support of the Appellants' legal position.
 3. **DORMONT STORMWATER AUTHORITY.** All the necessary paperwork has been filed with the Department of State to incorporate the Authority. We also drafted a set of preliminary bylaws. Advertisements of the Ordinance have been published.
 4. **WILLIAM BRADLEY V. BOROUGH OF DORMONT.** This is a claim brought by a man who abandoned his vehicle after it had been towed by the Police Department. According to the Borough Ordinance on Abandoned Vehicles, after the vehicle was unclaimed and the requisite notice was sent, the vehicle can be sold. Mr. Bradley is claiming that since he was in the hospital at the time that he is entitled to an economic recovery for the value of the vehicle. The case was heard by the Magistrate Judge Blaise Larotonda. After the presentation of evidence, the Judge ruled in the Borough's favor. He found that the Borough followed its ordinances on removal, impoundment and sale of vehicle. As of this date no appeal has been filed.

5. **BOROUGH MANAGER CONTRACT.** We drafted a Borough Manger Contract for Council's Consideration. A contract must be in place beginning in January of 2016.



MEMORANDUM

Date: January 22, 2016
To: Benjamin Estell, Borough Manager
From: Wayne R. McVicar, P.E., Borough Engineer 
Subject: Engineer's Report – February 2016

1. COUNCIL ACTION REQUESTED

a. FLOW ISOLATION STUDY

Approval of proposal from Gateway Engineers, Inc. in the amount of \$27,000.00 to complete a flow isolation study as required under the Administrative Consent Order.

2. ENGINEERING IN PROGRESS

a. 2016 STREET & ALLEY RECONSTRUCTION & RESURFACING PROJECTS

i. Potomac Avenue Reconstruction

Field survey has been completed. Preliminary design has begun. I am in contact with the water and gas companies regarding the replacement of their facilities prior to any road construction. Soile borings were performed on January 22, 2016. Informational meetings with affected shop owners are to be scheduled.

- ii. CONTRACT A – Street Reconstruction & Resurfacing Contract
Design is complete. I anticipate advertising for bid in late February, 2016. Scope includes: Resurfacing of Oklahoma Avenue from Texas Avenue to Annex Avenue & Tennessee Avenue from Belplain Avenue to Annex Avenue; alternates for the reconstruction of Texas Avenue, from Tennessee Avenue to Mississippi Avenue, as either an asphalt street or a brick street; and alternates for the reconstruction of Arkansas Avenue, from Annex Avenue to the southern terminus, as either an asphalt street or a brick street.

iii. **CONTRACT B - Alley Resurfacing Contract**
Design is complete. I anticipate advertising for bid in late February, 2016. Scope includes: The resurfacing of Dellwood Avenue, from Mississippi Avenue to Hillsdale Avenue; add alternates for the resurfacing of Ranger Way from Raleigh Avenue to Dell Avenue; the resurfacing of Ranger Way from Dell Avenue to Annapolis Avenue and the resurfacing of Milan Alley, from Dormont Avenue to Argent Alley.

b. **2016 Sanitary Sewer O&M Project**
CCTV data, obtained from the 2015 O&M Contract, has been forwarded to the borough GIS maintainer to update the database. Once updated, the sewers to be televised in 2016 will be determined. Subsequently, a CCTV O&M contract will be put out to bid.

c. **2016 Sanitary Sewer Repair Project**
CCTV data, obtained from the 2015 O&M Contract, has been forwarded to the borough GIS maintainer to update the database. Once updated, the sewers to be repaired in 2016 will be identified. Subsequently, a contract for repairs will be put out to bid.

d. **ALCOSAN Sewer Regionalization Implementation**
On August 27, 2015 the Borough Manager and Engineer met with representatives from ALCOSAN to identify sewers for transfer. On September 30, 2015 all available CCTV data and reports for the subject sewers, were uploaded to the ALCOSAN FTP site. The borough is awaiting any future correspondence as to whether additional information is required.

e. **MS4 TMDL Strategy Plan**
The updated TMDL Strategy Plan was hand delivered to the PaDEP on December 30, 2015.

f. **CD Year 41 Application**
At SHACOG's October 19, 2015 meeting the SHACOG Board of Directors rejected all bids received for the CD 41 7.2 ADA Curb Ramps project. SHACOG is planning to re-bid the project in February. Revised bid documents are due to SHACOG by January 28, 2016.

g. **MS4 Permit Compliance**
I am in the process of implementing the protocols for the 6 Minimum Control Methods (MCMs) required to comply with the MS4 Permit.

3. **CONSTRUCTION IN PROGRESS**

a. **2015 Operation & Maintenance Contract (\$85,402.00)**
Contractor: Miller Pipetech, Inc.
As of November 23, 2015 all 37,000 LF of the sanitary sewer in the project had been CCTVed. The project is complete except for punch list items.

DORMONT VOLUNTEER FIRE DEPARTMENT

December 2015 ALARM SUMMARY

<u>DATE</u>	<u>ADDRESS</u>	<u>NATURE OF CALL</u>	<u>TOTAL DAMAGES</u>
12/01/2015	Potomac @ Louisiana	Vehicle vs Pedestrian	None
12/03/2015	1296 Pinewood Dr.	Electrical Fire (MA)	None
12/03/2015	1252 Tennessee Ave.	Gas Odor	None
12/05/2015	2943 Mattern Ave.	Residential Fire Alarm	None
12/06/2015	2938 W. Liberty Ave. #8	Assist Medics/Force Entry	None
12/07/2015	2602 Broadway Ave	Phone Line Down	None
12/07/2015	1455 Hillsdale Ave	Company Drill	None
12/08/2015	2951 Voelkel Ave.	CO Alarm	None
12/10/2015	Washington @ Peermont	Vehicle Accident (MA)	None
12/10/2015	2935 W. Liberty Ave.	Vehicle Accident	None
12/11/2015	1500BL Mcfarland Ave.	Vehicle Accident	None
12/11/2015	Wenzell @ Broadway	Vehicle Accident (MA)	None
12/12/2015	224 Noblestown Rd.	Structure Fire (MA)	TBD
12/14/2015	1697 Potomac Ave.	Fire Alarm	None
12/16/2015	205 Locust St.	Structure Fire (MA)	TBD
12/17/2015	1412 Potomac Ave	Fire Alarm	None
12/21/2015	1501 Dormont Ave.	Basement Contents Fire	\$1200
12/22/2015	3564 Middleboro Rd.	Structure Fire (MA)	TBD
12/22/2015	1607 Potomac Avenue	Fire Alarm	None
12/24/2015	1670 Kelton Avenue	Co Condition	None
12/24/2015	413 Bartola St.	Structure Fire (MA)	TBD
12/27/2015	1607 Potomac Ave	Fire Alarm	None
12/28/2015	1603 Williamsburg	Smoke Condition (MA)	None
12/28/2015	3100 West Liberty	Gas Leak	None
12/29/2015	1600-Blk Memorial Dr.	Tree down on Wire	None
12/29/2015	2800 BL West liberty	Vehicle Fire	None

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY SUMMARY REPORT

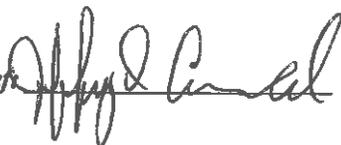
December 2015

<i>Total Alarms</i>	25
<i>Drills.</i>	2
<i>False Alarms.</i>	5
<i>Alarms in House</i>	5
<i>Alarms in Buildings.</i>	6
<i>Mutual Aid (Given to other Departments)</i>	8
<i>Alarms Involving Automobiles and Trucks.</i>	6
<i>Alarms Involving Brush, Rubbish, Misc.</i>	1
<i>Day Alarms 06:00 AM. To 1800 Hrs.</i>	12
<i>Night Alarms 1800 Hrs.. To 06:00 AM.</i>	13
<i>Total Number of Volunteers at Alarms.</i>	114
<i>Total Number of Volunteers at Drills</i>	30
<i>Total Number of Career Staff at Alarms</i>	41
<i>Total Number of Career Staff at Drills</i>	4
<i>Estimated Value of Property Involved in Fires</i>	\$1,200.00
<i>Estimated Property Lost Due to Fire</i>	\$1,200.00
<i>Single Largest Loss</i>	\$1,200.00
<i>Monthly Stipend</i>	\$ 1,210.00

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

15-0000300 Dormont Fire Assist Mt. Lebanon Fire
15-0000306 Dormont Fire Assist Mt. Lebanon Fire
15-0000309 Dormont Fire Assist Pittsburgh Fire
15-0000310 Dormont Fire Assist E. Carnegie Fire
15-0000312 Dormont Fire Assist Scott Twp. Fire
15-0000315 Dormont Fire Assist Castle Shannon Fire
15-0000318 Dormont Fire Assist Bower Hill Fire
15-0000320 Dormont Fire Assist Mt. Lebanon Fire

Dormont Fire Chief



Date: December 2015



MEMORANDUM

Date: January 4, 2016

To: Ben Esteli

From: Patrick Kelly

Subject: Monthly Report for December 2015

·CODE ENFORCEMENT

The following is a summary of our activities for December 2015. During the month of December the Borough received thirty-five (35) complaints relating to code enforcement and borough ordinances.

Of these:

- 6 were for accessory structure
- 1 was for decks & porches
- 1 was for guards & handrails
- 1 was for illegal home occupation
- 1 was for abandon vehicle
- 20 were property debris
- 1 was for retaining wall
- 3 were for sidewalks and driveways
- 1 was for no building permit

Of the above mention cases:

Sixteen (16) are active

Nineteen (19) are resolved

Year to date for complaints 604

PERMIT ACTIVITIES

The following is a summary of the permit activities for the borough for the month of December 2015. The Borough issued fifty-two (52) permits licenses / permits relating to building / zoning for November.

Of these:

- 11 were for building permit
- 1 was roof permits
- 4 were for occupancy permits
- 24 were for transfer of deeds
- 5 were for dye test
- 2 were for street and sidewalk openings
- 5 were for PA1 calls

The total estimated cost of the permit related work was \$160,110.00.
Per the amount the Borough collected \$2,750.00.00 in permit fees.

Year to date on permits:

Total number of permit: 721
Total estimated value: \$1,508,463.00
Total permit fee: \$ 40,746.00

Calls for Service - by UCR Code

Incidents Reported Between 12/01/2015 and 12/31/2015

DORMONT BOROUGH



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0430	ASSAULT-OTHER DANGEROUS WEAPON	1			
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	1			
0523	UNLAWFUL ENTRY-NO FORCE-RESIDENCE-UNK.	1			
0612	THEFT-\$200 & OVER-PURSE SNATCHING	1			
0690	THEFT - REPORTS	4			
0810	SIMPLE PHISICAL ASSAULTS	1			
1150	FRAUD - CREDIT CARDS	2			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	1			
1430	CRIMINAL MISCHIEF - PUBLIC BUILDINGS	2			
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	1			
1891	DRUG EQUIPMENT VIOLATIONS	0			1
2110	DRIVING UNDER THE INFLUENCE-LIQUOR/DRUGS	2	1		
2122	DRIVE UNDER INFLUENCE - DRUGS-IMPAIRED	1			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSM,POSSES	1			
2300	PUBLIC DRUNKENNESS	6	3		1
2400	DISORDERLY CONDUCT	3	1	4	
2450	HARASSMENT	0	1		
2600	ALL OTHER CRIMES CODE VIOLATIONS	0	2	1	1
2660	ALL OTHER OFFENSES - TRESPASSING	1			
2710	TRAFFIC OFFENSES (COURT CASES NOT DUI)	0	3	2	1
3100	ALARMS - BUSINESS/RESIDENCE	6			
3101	ALARMS - VEHICLE	1			
3110	ANIMAL - BARKING DOGS	2			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	15			
3131	DEATHS - UNATTENDED (NOT SUICIDE)	1			
3133	DEATHS - NATURAL CAUSES	1			
3140	DISTURBANCE - BAR/RESTAURANT	3			
3141	DISTURBANCE - HOUSEHOLD	14			
3142	DISTURBANCE - PUBLIC AREA	1			
3143	DISTURBANCE - NOISE	6			
3144	DISTURBANCE - JUVENILE	1			
3145	DISTURBANCE - PFA/CUSTODY DISPUTE	1			
3147	DISTURBANCE - ALL OTHER	7			
3148	DISTURBANCE - CIVIL MATTER	1			
3150	DRUNKENNESS - NO ARREST/NON CRIMINAL	2			
3151	HARASSMENT - REPORT ONLY	2			
3152	HARASSMENT BY COMM. - REPORT ONLY	1			
3160	HAZARD - TRAFFIC	2			
3161	HAZARD - ALL OTHER	2			
3173	LOCK-UP / GREENTREE POLICE PRISONER	1			
3180	MENTAL COMPLAINT - REPORT ONLY	1			
3181	MENTAL COMPLAINT - 302/TRANSPORT	3			
3190	ORDINANCE VIO. (IF CITED, SEE 2800'S)	2			
3200	PROPERTY - LOST,FOUND,RECOVERED	7			
3211	SERVICE - ASSIST OTHER AGENCY/P.D.	2			
3213	SERVICE - LOCK OUT /HOME OR VEHICLE	5			
3215	SERVICE - MOTORIST ASSIST	1			
3217	SERVICE - ALL OTHER	4			



Calls for Service - by UCR Code
Incidents Reported Between 12/01/2015 and 12/31/2015
DORMONT BOROUGH



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3240	SUSPICIOUS CIRC. - OPEN DOOR/WINDOW	3			
3241	SUSPICIOUS CIRC. - PERSON(S)	10			
3242	SUSPICIOUS CIRC. - VEHICLE(S)	4			
3243	SUSPICIOUS CIRC. - ALL OTHER	13			
3252	TRAFFIC ACCIDENT - NON/REPORTABLE	11			
3253	TRAFFIC ACCIDENT - LEAVING THE SCENE	8			
3261	TRAFFIC - FIRE SCENE ASSIST	5			
3262	TRAFFIC - IMPOUNDMENT/WHEEL LOCK	5			
3263	TRAFFIC - PARKING	12			
3266	TRAFFIC - ALL OTHER	1			
3267	TRAFFIC SIGNAL REPAIR	2			
3273	PFA SERVICE - OUTSIDE AGENCY	2			
3280	VACATION HOME - REQUEST FOR PATROL	2			
6004	TRAFFIC ACCIDENT INVOLVING DAMAGE	2			
CITT	TRAFFIC CITATION	6			
	Total Calls	210			

Juris No. 02422
 NCIC Code PA0020800

**RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE**

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
1. HOMICIDE A. MURDER B. MANSLAUGHTER					
2. RAPE TOTAL					
A. RAPE B. ATTEMPTED RAPE					
3. ROBBERY TOTAL					
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. STRONG ARM (HANDS, ETC)					
4. ASSAULT TOTAL	4		4	4	
A. FIREARM B. KNIFE OR CUTTING INST. C. OTHER DANGEROUS WEAPON D. AGGRAVATED (HANDS, ETC) E. SIMPLE (HANDS, ETC)	1 2 1		1 2 1	1 2 1	
5. BURGLARY TOTAL	1		1		
A. FORCIBLE ENTRY B. UNLAWFUL ENTRY C. ATTEMPTED FORCIBLE	1		1		
6. LARCENY THEFT TOTAL	5		5		
7. MOTOR VEHICLE THEFT TOTAL					
A. AUTOS B. TRUCKS AND BUSES C. OTHER VEHICLES					
9. ARSON TOTAL					
TOTAL PART I OFFENSES	10		10	4	

* EXCEPTIONAL CLEARANCES INCLUDED

@ INCLUDES OFFENSE(S) REPORTED IN PREVIOUS MONTHS

NUMBER OF POLICE OFFICERS KILLED		ASSAULTED
FELON	NEGLIG	

DORMONT BOROUGH POLICE DEPARTMENT

(412)561-8900

Department Reporting

ALLEGHENY, PA 15216

County

Report for the month of December, 2015

Date of Report: January 2, 2016

Prepared by _____

Juris No. 02422
 NCIC Code PA0020800

**RETURN A MONTHLY COUNT OF OFFENSES
 KNOWN TO POLICE**

1 CLASSIFICATION OF OFFENSES PART II OFFENSES		2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
100. FORGERY & COUNTERFEIT.						
110. FRAUD		2		2		
120. EMBEZZLEMENT						
130. STOLEN PROP-REC,POSSES						
140. VANDALISM		3		3		
150. WEAPONS-CARRYING, POSSES						
160. PROSTITUTION, COMM VICE						
170. SEX OFFENSES (EX 02,160)						
180. DRUG ABUSE VIOL TOTAL		1		1	1	
SALE	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER					
POSSESSION	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER	1		1	1	
190. GAMBLING TOTAL						
A. BOOK MAKING B. NUMBERS, ETC. C. OTHER						
200.OFF AGAINST FAMILY & CHILD.						
210. DRIVING UNDER INFLUENCE		3		3	3	
220. LIQUOR LAWS		1		1	1	
230. DRUNKENNESS		6		6	6	
240. DISORDERLY CONDUCT		3		3	3	
250. VAGRANCY						
260. ALL OTHER OFFENSES		1		1	1	
TOTAL PART II OFFENSES TOTAL		20		20	15	

C
 02422 PA0020800
 Juris No. ORI (NCIC) No.

**PENNSYLVANIA
 MONTHLY RETURN OF PERSONS CHARGED**

AC
 OR
 OT

CLASSIFICATION OF OFFENSES

Arrested Held for Prosecution Summored Notified or Cited Total Persons Charged Guilty of Offense Charged Guilty of Lesser Charge Acquitted or Otherwise Dismissed Referred to Juvenile Court Jurisdiction

PART I Offenses

01A Murder& Nonnegligent Manslaugh							
01B Manslaughter by Negligence							
020 Forcible Rape							
030 Robbery							
040 Aggravated Assault	2		2				
050 Burglary-Breaking and Entering							
060 Larceny-Theft (except M.V.)							
070 Motor Vehilce Theft							
080 Other Assaults	1		1				
090 Arson							
Total PART I	3	0	3	0	0	0	0

PART II Offenses

100 Forgery and Counterfeiting							
110 Fraud							
120 Embezzelment							
130 Stolen Property							
140 Vandalism							
150 Weapons:Carrying,Possession							
160 Prostitution & Commerc. Vice							
170 Sex Offenses							
180 Drug Abuse Violations		1	1				
190 Gambling							
200 Offenses Against Family&Child.							
210 Driving Under the Influence	2	1	3				
220 Liquor Laws	1	1	2				
230 Drunkenness	6		6				
240 Disorderly Conduct	1	2	3				
250 Vagrancy							
260 All Others (exc Traffic)	1		1				
Total PART II	11	5	16	0	0	0	0
Total Persons Charged	14	5	19	0	0	0	0

DORMONT BOROUGH POLICE DEPARTMENT

JANUARY 02, 2016

Department Reporting
 ALLEGHENY PA 15216
 County DECEMBER, 2015
 Report for the Month of

Date of Report
 Prepared By Title
 Head of Department

TAXING DISTRICT: BOROUGH OF DORMONT
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS
PREPARED ON: 01/03/2016 FOR TAX YEAR 2015
FOR THE PERIOD: 12/01/2015 TO 12/31/2015

<u>A. COLLECTIONS</u>	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
Balance Collectable	159,182.86	.00	.00
Additions: During the Period	1,787.72	.00	.00
Deductions: Credits during the Period	493.35	.00	.00
Total Collectable	160,477.23	.00	.00
LESS: Face Collected for the Period	21,467.28	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<u>BALANCE COLLECTABLE - END OF PERIOD</u>	<u>139,009.95</u>	<u>.00</u>	<u>.00</u>

B. RECONCILIATION OF CASH COLLECTED

Face Amount of Collections	21,467.28	.00	.00
Plus: Penalties	1,823.92	.00	.00
Less: Discounts	54.26	.00	.00
Total Cash Collected per Column	23,236.94	.00	.00

TOTAL CASH COLLECTED

23,236.94

C. PAYMENT OF TAXES

Amount Remitted During the Period (SEE ATTACHED SCHEDULE)	23,236.94
Amount Paid with this Report Applicable to this Reporting Period	.00

TOTAL REMITTED THIS PERIOD

23,236.94

List Other Credit Adjustments (SEE ATTACHED SCHEDULE) 493.35

Interest Earnings (if applicable) .00

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


1-2-2016
Tax Collector Date

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

Received by (taxing district): _____

Title: _____ Date: _____

I acknowledge the receipt of this report.

TAXING DISTRICT: BOROUGH OF DORMONT
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS
PREPARED ON: 01/03/2016 FOR TAX YEAR 2015
FOR THE PERIOD: 12/01/2015 TO 12/31/2015

SUPPORTING SCHEDULE FOR PAYMENT OF TAXES

DEPOSIT DATE	REAL ESTATE COLLECTED	PER CAPITA COLLECTED	TOTAL COLLECTED
12/01/2015	3,468.79	.00	3,468.79
12/06/2015	2,658.26	.00	2,658.26
12/11/2015	3,489.03	.00	3,489.03
12/18/2015	2,926.02	.00	2,926.02
12/25/2015	801.20	.00	801.20
12/25/2015	5,213.72	.00	5,213.72
12/31/2015	4,679.92	.00	4,679.92
** TOTAL:	23,236.94	.00	23,236.94



BOROUGH OF DORMONT

**SPECIAL MEETING OF THE DORMONT BOROUGH COUNCIL
HELD ON MONDAY, DECEMBER 14, 2015 7:00PM
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

Hodson called the meeting to order.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following members of Council responded to roll call:

Robert Palmieri, Jeff Fabus, Drew Lehman, John Maggio, Joan Hodson.

Also present: Ben Estell, Manager
John Rushford, Borough Solicitor
Mayor Phil Ross

ACTING COUNCIL PRESIDENT REPORT

Hodson read a resignation letter from Councilmember's Valerie Martino and Yvonne Costanzo.
Letter Attached.

Motion by Fabus, second by Maggio to accept the resignation of Valerie Martino.

Public Comment: None.

Council Discussion: None.

Motion carried 5-0.

Motion by Maggio, second by Lehman to accept the resignation of Yvonne Costanzo.

Public Comment: None.

Council Discussion: None.

Motion carried 5-0.

ACTION ITEMS

Motion by Maggio, second by Lehman to approve Ordinance 1612 Levying an Ad Valorem Real Estate Tax and Fixing the Tax Rate for Fiscal Year 2016.

Motion by Lehman, second by Maggio to Amend Section 2 of Ordinance 1612 to correct the Millage to read 9.47 mills.

Public Comment: Michelle Ross, 3251 Beacon Hill Avenue, questioned how this will affect the Public Safety budget.

Council Discussion: Estell explained the budget and police staffing.

Fabus discussed an additional officer and a paid fire chief.

Rushford explained the scenario if no budget was approved by the end of the year.

Estell stated that the Borough Code must be updated to add the hiring of a paid fire chief.

Motion carried 5-0.

Motion by Maggio, second by Lehman to approve Ordinance 1612 Levying an Ad Valorem Real Estate Tax and Fixing the Tax Rate for Fiscal Year 2016 (as amended in Section 2 above).

Public Comment: Ann McCartney, 3076 Earlsmere Avenue, raising the millage up one mill.

Council Discussion: Palmieri suggested businesses having a tax to give tax relief for the Borough residents.

Michelle Ross, 3251 Beacon Hill Avenue, line item for meetings and conferences.

Roll call: Lehman, Yes; Hodson, Yes; Fabus, No; Palmieri, No; Maggio, No.

Motion failed 3-2.

Motion by Fabus, second by Lehman to Levy the Ad Valorem Real Estate Tax at 9.59 mills for Fiscal Year 2016.

Public Comment: None.

Council Discussion: The average value of a house in Dormont is \$109,000.00.

Mat Davis, Fire Department member, questions on the department budget and funding for a new fire truck.

Palmieri asked about police hiring mid-way thru the year with the higher millage.

Roll call: Lehman, Yes; Hodson, Yes; Fabus, Yes; Palmieri, Yes; Maggio, No.

Motion carried 4-1.

Estell briefed on the adjustments to the budget.

Motion by Maggio, second by Fabus to approve the Fiscal Year 2016 Budget as developed by the Borough Manager and Council.

Public Comment: None.

Council Discussion: Maggio discussed the Borough's budget and potential deficit.

Roll call: Lehman, Yes; Hodson, Yes; Fabus, Yes; Palmieri, Yes; Maggio, No.

Motion carried 4-1.

Motion by Maggio, second by Lehman to adjourn.

Motion carried 5-0.

December 14, 2015

Dormont Borough Council Members : Joan Hodson, Jeffrey Fabus, Drew Lehman, John Maggio, Robert Palmieri

cc: Ben Estell Borough Manager

cc: John Rushford Borough Attorney

Dear Council Members,

After long hard thoughts and discussions Onnie and I decided it is in the best interest of the Borough that we resign our council seats immediately. We feel that it would be difficult for us to come to an agreement regarding the budget due to the fact that two individuals participated in the process at the last budget meeting in November that were not active council members yet. We feel that it is important and morally correct that they are given the opportunity to vote on a budget they actively participated in and had their requests added to the budget. It is only fair that they have the opportunity in the voting process since this budget is a part of their first year plans for our borough.

Respectfully,


Valerie Martino


Yvonne Costanzo



BOROUGH OF DORMONT

**REORGANIZATION MEETING OF THE DORMONT BOROUGH COUNCIL
HELD ON MONDAY, JANUARY 4, 2016 7:00PM
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

SWEARING IN OF NEWLY ELECTED COUNCIL MEMBERS

Mayor Phil Ross asked the newly elected Council members to come forward to be sworn into office. Council members Kate Abel, John Maggio and Daniele Ventresca were sworn into office by Mayor Ross.

Mayor Ross 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:

Robert Palmieri, Jeff Fabus, Joan Hodson, John Maggio, Drew Lehman, Daniele Ventresca, Kate Abel

Also present: Ben Estell, Manager
John Rushford, Borough Solicitor
Mayor Phil Ross
Dana Nardoizzi, Jr. Council

NOMINATIONS FOR COUNCIL PRESIDENT

Ross asked for nominations for Council President.

Palmieri, nominated Maggio; Fabus, nominated Abel; Hodson, no nominations; Maggio, no nominations; Lehman, nominated Maggio; Ventresca, no nominations; Abel, no nominations.

Roll call: Palmieri, Maggio; Fabus, Abel; Hodson; Abel; Maggio, Maggio; Lehman, Maggio; Ventresca, Maggio; Abel, Maggio.

Maggio 5, Abel 2.

Mayor Ross informed that John Maggio is the new Council President by a vote of 5-2.

Ross turned the gavel and meeting over to Maggio.

NOMINATIONS FOR VICE COUNCIL PRESIDENT

President Maggio asked for nominations for Vice Council President.

Abel nominated Lehman. There were no other nominations.

Maggio informed that Drew Lehman is the new Vice President of Council.

APPOINTMENT OF VACANCY BOARD CHAIR

Maggio asked for nominations for the Vacancy Board.

Abel nominated Michael Maher for the Vacancy Board.

Roll call: Abel, Yes; Ventresca, Yes; Lehman, Yes; Maggio, Yes; Hodson, No; Fabus, Yes; Palmieri, Yes. Maher was appointed to the Vacancy Board by a vote of 6-1.

Motion by Lehman, second by Ventresca to recess for Executive Session.
Motion carried 7-0.

EXECUTIVE SESSION

REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL HELD ON MONDAY, JANUARY 4 IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS

Maggio informed that the meeting is reconvened.

Maggio informed that during the Executive Session they discussed the manager's evaluation and contract.

REGISTERED COMMENTS FROM THE PUBLIC

None

COMMENTS FROM THE MAYOR

Police Chief Bisignani informed that the Police Department responded to 210 calls for service for the month of December and 3110 calls of service for the year. Bisignani informed that for 2015 property crimes are down 14%, crimes against persons are down 15%, crimes against society are down 9%, reportable vehicle accidents are down 19% and non-reportable accidents were down 6%.

COUNCIL PRESIDENT REPORT

None.

BOROUGH MANAGER REPORT

Estell informed that he renewed the Boroughs insurance policy and noticed that the Borough does not currently hold terrorism insurance. Estell asked the HDH Group to get a quote on adding that to the insurance policy. Estell discussed the nominations for the DVFA Officers and Commission/Board reappointments. Nominations for the DVFA officers are: Chief, Jeff Arnold; Deputy Chief(s) Brant Bertha, Jim Kolesky, Mat Davis, Jeff Stakich; Assistant Chief, Rick LaGamba; Captain, Max Schoppen; Lieutenant, Gerry McMahon.

CONSENT AGENDA

Motion by Lehman, second by Hodson to accept Consent Agenda Items A, B, C, D, E, F, (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 December 4, 2015 Council Business Meeting, D. Motion to approve the Warrant List for December 2015, E. Motion to approve the 2016 Dormont Volunteer Fire Department Office Nominations, F. Motion to accept recommendation of the Manager to approve the following reappointments: i. Don Militzer to the Civil Service Commission for a Term of Six [6] Years, ii. Cynthia Harris to the Zoning Hearing Board for a Term of Five [5] Years, iii. John McCloskey to the Planning Commission for a Term of Five [5] Years, iv. Peter Barna to the Recreation Board for a Term of Five [5] Years v. Sarann Fisher to the Solid Waste Commission for Term of Five [5] Years). Motion carried 7-0.

ACTION ITEMS

Motion by Ventresca, second by Abel to employ Mr. Benjamin Estell as Borough Manager effective January 1, 2016 and adopt Resolution #1 of 2016, approving an agreement setting forth the terms and conditions of employment for a term of two years as required by Borough Code.

- i. Public Comment: None.
- ii. Council Discussion: None.

Motion carried 7-0.

Motion by Lehman, second by Fabus to approve Ordinance #1613, Repealing Ordinance #1563 and Re-implementing Chapters 12-1 through 12-8 to the Borough of Dormont Code.

- i. Public Comment: None.
- ii. Council Discussion: Hodson expressed her opinion with this motion regarding transparency. Palmieri expressed his agreeance with this motion. Ventresca asked why now. Hodson stated that the previous manager did not like them.

Roll call: Abel, No; Ventresca, No; Lehman, No; Maggio, No; Hodson, Yes; Jeff, Yes; Palmieri, Yes.

Motion failed 4-3.

Motion by Ventresca, second by Abel to reintroduce the Agenda Meetings to fall on the last Monday of every month beginning on January 25, 2016.

- i. Public Comment: None.
- ii. Council Discussion: Hodson asked if the additional meeting is budgeted for and if the Borough would spend more money in Solicitor fees. Rushford informed that the meetings are included in his retainer.

Roll call: Abel, Yes; Ventresca, Yes; Lehman, Yes; Hodson, No; Jeff, Yes; Palmieri, Yes; Maggio, Yes.

Motion carried 6-1.

Motion by Ventresca, second by Lehman to authorize the Manager and Solicitor to advertise and draft an Ordinance to dissolve the Stormwater Authority and repeal the Ordinance creating a Stormwater Authority.

- i. Public Comment: female resident stated that all the time and effort to get this going is now being dismissed just like that
- ii. Council Discussion: None.

Roll call: Abel, Yes; Ventresca, Yes; Lehman, Yes; Maggio, Yes; Hodson, No; Jeff, No; Palmieri, No.

Motion carried 4-3.

Motion by Ventresca, second by Abel to appoint Drew Lehman as the Official Delegate of the Allegheny County Boroughs Association and John Maggio as the Alternate.

- i. Public Comment: None.
- ii. Council Discussion: Discussed who the delegate is currently.

Motion carried 7-0.

Maggio asked the Solicitor about reopening the budget for the purpose of raising the millage for Stormwater issues. The Solicitor informed that Maggio has a period of time to reopen the budget, or he could make a motion tonight. Rushford informed that he has until February 15th.

Motion by Maggio, second by Lehman to reopen the budget with the intent to raise the millage for some Stormwater issues.

- i. Public Comment: Seth Davis, 3061 Latonia Avenue RE: What guarantees that the money would go toward storm water and who will oversee that money as it goes toward storm water?

Lehman believes funds should be administered by the manager.

Estell explained the difference between the storm water and sanitary waters as they go into the city system and the money they entail.

Michelle Ross, 3250 Beacon Hill Avenue RE: Asked what the millage increase would be.

Matt Meehan, Hillsdale Avenue RE: Doesn't agree with raising the millage and doing away with the Stormwater Fee. He is in favor of a Stormwater Authority.

Seth Davis, Latonia Avenue, doesn't like council's form of discussion. Why not reappoint people to the authority if you don't like the way it is.

Michael Maher, Illinois Avenue RE: asked that this be put on the table again.

ii. Council Discussion:

Motion carried 7-0.

DISCUSSION ITEMS

Fabus asked about the committee appointments.

Maggio stated that he will have the information by the end of the week.

Fabus briefed on upcoming events in Dormont including Open Gym. At the Hollywood Theater there are Lord of the Rings and Elvis Presley viewings upcoming. The Dormont Dash is May 28th; the Easter Egg Hunt is in late March and Dormont Day is July 4th, on a Monday this year.

CITIZENS' COMMENTS

None.

ANNOUNCEMENTS

None.

ADJOURNMENT

Motion by Fabus, second by Abel to Adjourn.

Motion carried 7-0.

January 19, 2016

Honorable Members of Council
Mr. Ben Estell
Borough Manager
Borough of Dormont
1444 Hillsdale Avenue
Dormont, PA 15216

Dear Council and Mr. Estell:

We are pleased to confirm our understanding of the services we are to provide the Borough of Dormont (Borough) for the years ended December 31, 2015, 2016, and 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Borough as of and for the years ended December 31, 2015, 2016, and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Borough's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Borough's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Schedules as Required by GASB Statements No. 67 and 68
- 3) Schedule of Funding Progress – OPEB
- 4) Factors and Trends Used in Actuarial Valuation - OPEB

Scope of Recurring Services

For the years ended December 31, 2015, 2016, and 2017, we will also conduct each audit with the objective of issuing the following reports prior to April 1:

- Independent Auditor's report on the annual and financial report {DCED-CLGS-30 (financial statements)} required by the Commonwealth of Pennsylvania. Our audit will be conducted in accordance with U.S. generally accepted auditing standards. The DCED financial statements will reflect the cash basis of accounting and will include footnotes and a budget to actual schedule.

- Condensed financial statements of the Borough for publications.
- Management letter to management and the Borough Council concerning internal control matters and other comments and recommendations.
- Communication to Those Charged with Governance

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Borough's financial statements. Our report will be addressed to the Honorable Members of Council of the Borough. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Borough or to acts by management or employees acting on behalf of the Borough.

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

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

Audit Procedures - Internal Control

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

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the Borough in conformity with U.S. generally accepted accounting principles based on information provided by you.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Borough from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements

aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration and Other

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

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

The audit documentation for this engagement is the property of Maher Duessel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maher Duessel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

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

Audit Meetings

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

Use and Distribution of Reports

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

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

Confidentiality

The Borough understands that the AICPA Rules of Professional conduct ordinarily preclude an auditor from disclosing confidential information obtained in the course of an audit engagement unless the client specifically consents. Professional standards also require that auditors prepare working papers to document the performance of the audit. While such working papers will remain the property of Maher Duessel, the Borough will have a right to a copy of any working papers that contain data that constitutes part of a client's records. The AICPA requires members who practice public accounting to participate in either a Quality Review or Peer Review practice-monitoring program. Maher Duessel is enrolled in such a program. The Borough grants permission for Maher Duessel to respond fully to inquiries and allow review of working papers in connections with practice monitoring program activities.

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

Fees

Professional fees for the scope of recurring services will be:

	2015	2016	2017
Cash basis fee	\$ 13,000	\$ 13,250	\$ 13,500
Accrual basis fee	5,790	6,000	6,200
GASB Statement No. 68 implementation	2,500	N/A	N/A
Multi-year engagement letter discount	(2,500)	N/A	N/A
	<u>\$ 18,790</u>	<u>\$ 19,250</u>	<u>\$ 19,700</u>

Reimbursed out-of-pocket costs associated with the service will include printing, delivery, mileage, filing fees and other costs.

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

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

Additional Services

Maher Duessel may provide additional services which can be either non-recurring matters or changes to the scope of recurring services, including matters such as: (1) changes to the body of compliance and other requirements applicable to the Borough; (2) changes in the nature or scope of programs that comprise the reporting entity; (3) changes in the application of accounting principles or the application of new principles; (4) changes to auditing standards of a nature that results in an increase in the audit effort required; (5) management requests for procedures of a nature and extent beyond those necessitated for an audit; (6) consent letters; (7) costs related to required surcharges; and (8) matters of management responsibility (e.g. the condition of records) or other matters beyond Maher Duessel's reasonable control that impair the efficient conduct or expand the scope of effort beyond the audit procedures necessary for the scope of recurring services.

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

Borough of Dormont
January 19, 2016
Page 7

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

Sincerely,

Maher Duessel

BY:  _____
David P. Duessel - President

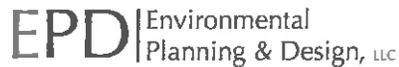
The arrangements described above are accepted by the Borough of Dormont.

BY: _____
Signature

Name of authorized signer

Title

Date



Landscape Architects
Community Planners
Urban Designers

100 Ross Street, Suite 500
Pittsburgh, PA 15219
(412) 261-6000
www.epd-pgh.com

November 19, 2015

Mr. Ben Estell
Borough of Dormont
1444 Hillsdale Avenue, Suite 10
Pittsburgh, PA 15216-2019*

Dear Mr. Estell,

Environmental Planning & Design, LLC (EPD) is pleased to submit the following Agreement to the Borough of Dormont (Owner).

Enclosed is our proposed consulting services, schedule, and billing basis. Should this Agreement meet with your approval, please sign both copies of this document where indicated, keeping one for your records and sending one signed copy back to EPD for our records.

SCOPE OF WORK

EPD shall provide professional community planning services as requested by the Owner. The scope, schedule, and budget estimate for work tasks will be defined on as needed basis and authorized by the Owner prior to the beginning of any work. EPD will not exceed any authorized budget without prior written approval.

SCHEDULE

EPD shall perform services with due and reasonable diligence consistent with sound professional practices. Each authorization shall identify a schedule of completion. Should EPD discern that the schedule will not be met for any reason, they shall so notify the Owner as soon as practically possible. If throughout the process, the Owner requests professional service that precipitates additional work tasks, meetings, plan reviews and/or extension of the schedule, EPD will discuss these requests with the Owner and additional service authorizations will be provided to the Owner.

MAPPING / PLANNING / SURVEY DATA

It is understood that all mapping and planning data of requested ordinance will be supplied in digital format and survey information, engineering data and architectural drawings, including an accurate legal description of the property, will be supplied by your office.

DIGITAL FILES

At the Owner's request EPD will provide electronic data files in the following formats as appropriate: Microsoft Office®, AutoCAD®, ArcView®, ArcGIS®, and Adobe®. EPD makes no representation as to the compatibility of these files with the Owner's hardware or software. The Owner agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the drawings.

COMPENSATION

The fee for professional services will be on a time plus reimbursable basis. EPD will not exceed authorized budgets without prior written approval. Fees will be computed as follows:

These fees are computed as follows:

1. Principal's time will be charged at \$138.00 per hour.
2. Associate's time will be charged at \$96.00 per hour.
3. Staff time will be charged at payroll rates times a factor of 3.1 to cover normal office overhead and profit.
4. Normal supplies and other incidental costs are covered by the fees noted above. Printing, photographic reproduction, photocopying, mailings, travel expenses, long distance telephone calls, renderings and any other non-incidental expenses are reimbursable at cost.
5. Invoices will be submitted monthly; payments are due 30 days from date of invoice. Any overdue payments are subject to interest charges of 1.5% per month charged from the 30th day forward.
6. If the services as described in the Scope of Work are not completed within twelve (12) months of signing this Agreement, the rates for Principal and Associate shall be increased annually by the change in the Consumer Price Index for the previous twelve (12) months.

We can begin work upon the signing of this Agreement.

AFFIRMATIVE ACTION

EPD shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicaps, ancestry, national origin, age, or sex. EPD shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, handicaps, ancestry, national origin, age, or sex. EPD shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

LIABILITY

The Owner and EPD have discussed the risks, rewards and benefits of the project and EPD's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, EPD total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of \$100,000. Such causes include but are not limited to EPD's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

The Owner acknowledges EPD plans, reports specifications, and other all documents including electronic media, as instruments of professional service. Nevertheless, the work products prepared under this Agreement shall become the property of the Owner upon completion of the work. The Owner agrees, to the fullest extent permitted by law, to hold-harmless and indemnify EPD against all damages, claims and losses, including reasonable attorneys' fees and defense costs, arising out of any changes made by anyone other than the Consultant or from any transfer or reuse of the plans, reports, specifications, including all documents on electronic media, without the written authorization of EPD. In no event shall the Consultant be liable for any loss or profit or any consequential damages as a result of the Owner's use or reuse of the electronic files.

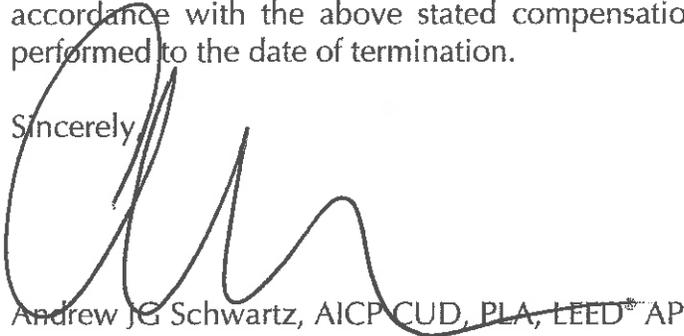
ASSIGNMENT

It is understood and agreed that neither party may assign this Agreement without the other's prior written consent. Both parties agree to submit to the jurisdiction of the Courts of Common Pleas of Allegheny County, Pennsylvania and to waive the right to a trial by jury for any action, which may be brought concerning this Agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

TERMINATION

It is understood that either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notification and upon the condition that full payment in accordance with the above stated compensation schedule is made to EPD for services performed to the date of termination.

Sincerely,



Andrew JG Schwartz, AICP/CUD, PLA, LEED® AP

Borough of Dormont agrees to the terms and conditions set forth herein, and, intending to be legally bound thereby, has signed this contract on the 4 day of January, 2015. ~~2015.~~ 2016.

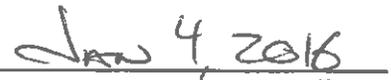
BY:  _____

FOR: Borough of Dormont
1444 Hillsdale Avenue, Suite 10
Pittsburgh, PA 15216-2019*

Authorization #1: Zoning Audit

Work Tasks	Fee
1 Review the recently adopted Comprehensive Plan and compare the purpose statements/goals & objectives and several district descriptions, as per the current available draft zoning ordinance (prepared by J. Naftel); determine if there is consistency and whether any issues exist.	\$570
2 Assess the current available draft zoning ordinance (prepared by J. Naftel), provisions, dimensional standards, densities, definitions and requirements as per MPC conformity, legal consistency, community character issues (permitted uses), completeness, etc...	\$2,170
3 Categorize observations in three levels of urgency. Most critical refinements (generally anticipated to focus on State/Federal requirements, definitions, land uses and dimensional standards) will be identified.	\$850
4 Attend Joint Borough Council and Planning Commission Meeting (one (1) meeting @ 1.5 hours)	\$210
	Total \$3,800


For: Dormont Borough


Date

Note:
Reimbursables will be billed at cost.



GATEWAY®

On Call. On Time. On Target.

P-15-0590

January 22, 2016

Civil Engineering for the Proposed:

Borough of Dormont Flow Isolation Study and Report

Various Locations
Borough of Dormont, Allegheny County, PA

PREPARED FOR
Wayne R. McVicar, P.E.
Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

SUBMITTED BY
Michael S. Glistler, P.E.
The Gateway Engineers, Inc.
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220-2727
412.921.4030 PHONE
855.634.9284 TOLL FREE
412.921.9960 FAX

www.gatewayengineers.com
mglister@gatewayengineers.com



A FULL-SERVICE CIVIL ENGINEERING FIRM
OUR HERITAGE. YOUR FUTURE.



PROPOSAL

Table of Contents

Cover Letter	3
Statement of Project	4
Organizational Structure	6
Company History	6
Project Management System	7
Environmental Health & Safety	8
Scope of Services	9
Schedule of Fees	12
Items Not Included in Scope of Services	12
Acceptance	13
General Terms and Conditions	14



Flow Isolation Study and Report
January 22, 2016
P-15-0590

January 22, 2016

Borough of Dormont
1444 Hillsdale Avenue
Pittsburgh, PA 15216

ATTN: Wayne R. McVicar, P.E.

RE: Borough of Dormont Flow Isolation Study and Report

Dear Wayne:

The Gateway Engineers, Inc. (Gateway) is pleased to submit to you the following proposal for civil engineering services for the Borough of Dormont (Dormont) Flow Isolation Study and Report.

We are pleased to have this opportunity to partner with Dormont again to assist in complying with the Phase 1 Consent Order (Consent Order) recently issued by the Pennsylvania Department of Environmental Protection (PADEP). It is our understanding that Dormont cannot internally complete a flow isolation study, which is the precursor to the required Source Reduction Study required by the Consent Order. Gateway has completed flow isolation studies for Dormont in the past and completed a substantial portion of the Dormont Feasibility Study that was submitted in July 2013. Gateway was and continues to be involved with the 3 Rivers Wet Weather (3RWW) working groups that helped establish the criteria within the Consent Order.

Gateway's familiarity with Dormont, the Consent Order and performing flow isolation studies will result in an overall efficiency in completing the work, which will save Dormont time and money. We are currently preparing to complete flow isolation studies for thirteen (13) neighboring municipalities that are under a similar Consent Order and we have completed numerous flow isolation studies for various municipalities in the past.

Please feel free to contact me directly if you have any questions.

Sincerely,
THE GATEWAY ENGINEERS, INC.

Michael S. Glister, P.E.
Project Manager

Statement of Project

We understand that the Borough of Dormont (Dormont) is required to complete a Source Reduction Study as part of the Phase 1 Consent Order (Consent Order) issued by the Pennsylvania Department of Environmental Protection (PADEP). A flow isolation study needs to be completed to help identify areas to focus the Source Reduction Study efforts on.

It is our understanding that Dormont cannot complete a flow isolation study in house. The Gateway Engineers, Inc. (Gateway) is capable of completing flow isolation studies entirely in house and has completed numerous flow isolation studies for various municipalities in the past. Additionally, we are preparing to complete multiple flow isolation studies for various neighboring Municipalities that have been issued similar Consent Orders by the PADEP.

Based on recent conversations and correspondence, we are providing a fixed fee for the Civil Engineering services to be provided under this proposal to complete a flow isolation study. A flow isolation study summary report will also be provided under this proposal. We have identified twenty-three (23) individual sites/sanitary manholes where nighttime flow isolation readings will occur.

The twenty-three (23) sites are comprised of the eighteen (18) locations isolated in the 2011 flow isolation study, one (1) additional location at Waltham Avenue and four (4) additional locations in the Arkansas Avenue area. If additional sites are requested, we will provide an additional proposal to complete the work.

For each of the twenty-three (23) sites, we will prepare for and conduct an initial assessment of the sanitary manholes selected. We will review the locations with the Borough and revise as necessary prior to conducting initial site assessments. The site

assessments will identify any potential access issues to the manholes and whether or not any manholes need to be cleaned prior to taking the nighttime flow isolation readings. We assume that you will provide at least one (1) Public Works representative per Gateway representative to assist with field work and traffic control during the initial manhole assessments.

We will coordinate with you regarding any sanitary manholes that need to be cleaned. We assume that you will coordinate having the sanitary manholes cleaned and will notify us upon completion.

We will determine the location, quantity and duration of the short term flow monitors required to correlate the flow isolation data proposed to be gathered to the flow isolation data that was previously gathered. We estimate that three (3) to six (6) short term flow monitors will be required. The short term flow monitor locations will correlate with locations that flow monitors were previously installed at. We will coordinate the installation of the flow monitors with a vendor in addition to reviewing and processing invoices received from vendor. The cost of the flow monitors, estimated to be \$4,000 to \$8,000, is not included in our estimate and it is our understanding that the Borough will pay for the cost associated with these flow monitors.

Gateway will download and review the short term flow monitoring data from the vendor's website. We will also use this data to correlate the results to the 2010 and 2011 flow isolation studies completed in the Borough.

We will prepare and send out resident notifications to the residents in the vicinity of the sites to be flow isolated. Final isolation mapping and data tracking sheets will be prepared and Gateway will then conduct the night time flow isolation data

collection. We assume that Dormont will provide at least one (1) Public Works representative per Gateway representative to assist during the actual nighttime flow isolation data collection. We anticipate having up to two (2) Gateway representatives in Dormont at the same time during the actual nighttime flow isolation.

Upon completion of conducting the nighttime flow isolation field work, Gateway will review and process the collected data. We will create the necessary spreadsheets and mapping needed to QA/QC the collected flow isolation data.

We will then create the gallons per inch-mile per day (GPIMD) mapping and run the cost effectiveness planning (CEP) tool. The GPIMD mapping will show areas where excessive groundwater infiltration is occurring. The CEP tool will then generate cost estimates in “cost per gallon” for potential projects to remove groundwater infiltration from the sanitary sewer system.

We will conduct additional nighttime flow isolation to verify or supplement results at up to five (5) locations. The GPIMD mapping and CEP tool will then be revised and re-run with any new data collected.

Upon completion of conducting the flow isolation study, processing the data and running the CEP tool, we will then prepare a final report summarizing the results of the flow isolation study. The final report will include the GPIMD mapping generated from the flow isolation study. The flow isolation final report will identify potential projects and locations for the Source Reduction Study required by the Consent Order from the results of the CEP tool.

The Borough will be able to use this report to choose a source reduction demonstration project from the list of potential projects. It will be up to the Borough to decide which demonstration project to proceed with. This proposal does not cover the implementation of a source reduction demonstration project. We will meet with you to review the results of the flow isolation study and discuss the potential projects identified.

We assume that you will provide us with mapping depicting any sanitary sewers proposed to be taken over by the Allegheny County Sanitary Authority (ALCOSAN) as part of the sewer regionalization study. We also assume that you will provide us with a list of all sanitary sewer repairs completed since you have been the Borough Engineer. This information will be necessary when preparing the flow isolation final report and identifying potential projects for the Source Reduction Study.

It is our recommendation that Dormont continues to partner with Gateway upon completion of the flow isolation study and final report. The flow isolation study is only the precursor to the Source Reduction Study. We will be performing Source Reduction Studies for approximately thirteen (13) neighboring municipalities that are under a similar Consent Order. We can provide a separate proposal in the future to assist the Borough with the Source Reduction Study or to perform additional flow isolation in 2017 to further isolate and breakdown the existing flow isolation sheds.

Please refer to the “Scope of Services” section of this proposal for additional information pertaining to the project requirements.

Organizational Structure

Gateway is a full-service civil engineering and consulting firm with multiple offices that can design and manage a project from concept to completion. For over 60 years, the company has been at the forefront of innovation in the engineering industry. Today, the company effectively and efficiently manages literally thousands of projects a year for a diverse group of clients throughout the country.

Our services consist of land development engineering, municipal engineering, landscape architecture, surveying, GIS mapping, construction administration and inspection, environmental and ecological services, geotechnical investigations and engineering, as well as structural and transportation engineering and analysis. We strive to incorporate and implement sustainable design principles on every project. We routinely provide design through construction services on many LEED certified projects and continue to generate and deliver cutting edge sustainable design solutions on virtually every project.

Gateway's mission is to help our clients reach a higher level of success through knowledge, experience, and responsiveness. Your project team will always be available to assist you with any issues or questions that arise, and you will have the security of knowing that your best interests are truly being served. Our integrated approach to project management, customer-centric professional solutions and decades of experience will ensure that we exceed expectations and deliver value on every project we perform.

A Tradition of Excellence

Since 1882, Gateway and its predecessors have upheld a commitment to excellence in civil engineering, surveying and development services for municipal and private clients.

Our ancestors include highly respected firms who played prominent roles in developing Pittsburgh and communities throughout the region: McBride Surveying and Engineering; Robert A. Schneider; Blum, Weldin and Company; Braun and Fulton; M.E. Frye and Associates, Gray-Warnick Engineering and Engineering Mechanics, Inc. (EMI). With three locations and a national clientele, Gateway Engineers is proud to continue their tradition by offering a wide range of high-quality, client-focused services.



Early predecessors of what is known today as The Gateway Engineers, Inc. The above picture was originally taken in the early 1900's in southwestern Pennsylvania.

Bringing together experienced engineers, land surveyors, construction inspectors, landscape architects, CADD operators, geographic information systems analysts, and dedicated support staff; Gateway can design and manage a project from survey to as-built.

Client Satisfaction by Design: Our Project Management System

Gateway Engineers strives to meet—and exceed—client expectations on every project, regardless of size or scope. To ensure that we do, we designed a comprehensive, **project-focused** structure and support program known as the Gateway Project Management System.

As part of this system, two high-level leaders take responsibility for every project. A Project Manager serves as primary client contact, leads the project team, and coordinates all resources required for successful completion of the project. Additionally, a Principal-in-Charge oversees each project to ensure that client needs are met and that quality remains consistently high.

The Gateway Project Management System also employs a state-of-the-art, proprietary Resource Allocation Database (RAD) which enables us to match the precise needs of your project with the best qualified people in our organization. This dynamic system gives Project Managers valuable flexibility in organizing personnel without bureaucratic “department” or “functional” boundaries. Similarly, Project Managers have access to a range of resources to ensure project success, including cost estimating and scheduling tools, a robust financial management system, cost control and reporting systems, an extensive library of file archives (over 100 years’ worth), and an exemplary Quality Assurance / Quality Control Program.

Because Project Managers bear so much responsibility for each project’s success, the Gateway Project Management System also includes a Manager Development Program designed to continuously improve manager capabilities.

Monthly training sessions are mandatory, along with supplementary training on specific topics as required. We also monitor all Project Managers through our Performance Evaluation and Management System, with project quality and client satisfaction as the primary measures of success.

Executive oversight of the Gateway Project Management System comes from our Chief Operating Officer, who consults on all projects and meets monthly with each Project Manager to ensure that the highest standards are maintained. The direct involvement of top-level management is designed to facilitate workflow, quickly remove any obstacles, and give clients access to a chief executive if questions or concerns require such attention.

Our Performance Evaluation and Management System continually monitors project managers’ progress and sets high goals for performance, education and training. Project quality and client satisfaction are the primary measures of success.

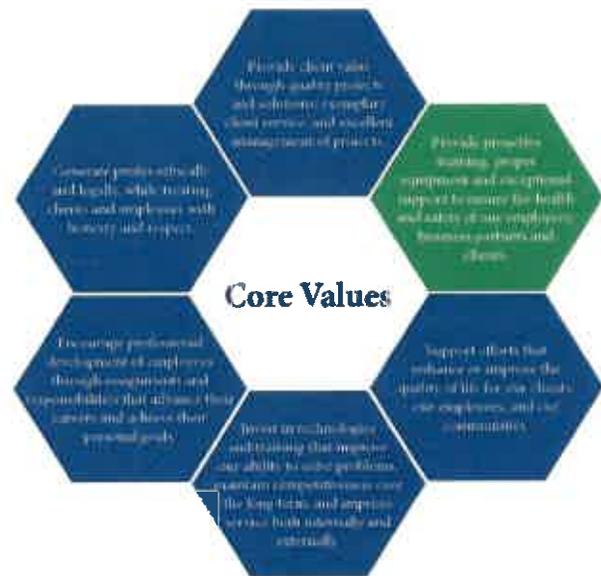
Environmental Health & Safety – Our Commitment

Doing business with Gateway Engineers means you are working with an organization that operates safely. It is much more than a promise – it's a core value.

Gateway Engineers is committed to fostering a culture grounded in safety. It is our belief that the health and safety of all our stakeholders must be considered in every phase of our project execution methodology. We seek to provide proactive training, proper equipment, and exceptional support to ensure the health and safety of our employees, business partners, and clients. Our dedication to safety is demonstrated through a myriad of training, systems, tools and processes we have developed to certify that everyone in our organization not only understands but routinely engages in environmental, health, and safety (EHS) best practices.

At the heart of our efforts is the company's united understanding of what we do and who we are as an organization, otherwise known as our Core Values. Our Core Values are made up of six quintessential elements that drive all of our business decisions and delineate our operations. As highlighted on the graphic to the right, we both value and take responsibility for the health and safety of all of our stakeholders.

To ensure we are operating in an efficient yet safe manner, we adhere to a robust EHS system which sets clear goals and objectives. Through establishing distinct responsibilities and providing the optimal level of support, our employees are empowered and accountable for their actions.



A major component of our EHS efforts is the alignment of personnel otherwise known as our EHS tier system. The company's EHS tier system is designed to not only protect our most valuable resource (our employees), but to provide our clients with professionals that are qualified and trained to work safely. Within the tier system each of our 150+ employees are assigned to a specific tier. The tiers are dependent upon the nature of the employees work and the sites he/she routinely visit. While some employees' EHS training is more robust than others, all employees receive ongoing support and have a thorough understanding of the importance that the company places on safety.

As our industry continues to evolve, Gateway Engineers remains dedicated to delivering performance and value to the marketplace while remaining on the forefront of innovative and safe solutions.

Scope of Services

Civil Engineering Services

1. Prepare for and conduct Nighttime Flow Isolation
 - a. Prepare for initial manhole site assessments in field
 - i. Review 2010 and 2011 flow isolation study
 - ii. Prepare flow isolation site locations/mapping
 - iii. QA/QC and finalize locations/mapping
 - b. Conduct initial site assessment visits
 - i. Mark location of MH's for night time work
 - ii. Review access issues to selected MH's
 - iii. Insert portable cameras to review condition of invert/bench
 - iv. Recommend cleaning of manholes and lines as needed to Borough staff
 - c. Review data collected from site assessments
 - i. Revise site locations as necessary
 - ii. Arrange to have lines/inverts cleaned
 - iii. Arrange to address any accessibility issues discovered
 - d. Short term flow monitors
 - i. Determine locations, quantity and duration
 - ii. Coordinate installation with Vendor
 - iii. Review and process Vendor invoicing
 - iv. Three (3) to six (6) short term flow monitors required - Vendor estimated cost - \$4,000 - \$8,000 (monitor cost not included in Gateway's Engineer budget estimate)
 - e. Resident notifications
 - i. Review site locations to identity impacted residents
 - ii. Prepare and send resident notification letters
 - f. Final preparation for flow isolation
 - i. Prepare 11x17 flow isolation field map books
 - ii. Prepare flow data tracking sheets and flow charts for data collection
 - iii. QA/QC mapping and tracking sheets
 - iv. Monitor weather conditions to schedule flow isolation as appropriate
 - g. Conduct Night Time Flow Isolation data collection
 - i. Take flow readings at proposed locations
 - ii. Coordinate with Public Works to assist in readings

-
2. Flow Isolation Data Processing and Analysis
- a. Assess flow data tracking sheets and flow charts
 - i. Analyze data spreadsheets
 - ii. Prepare field data entry spreadsheets
 - iii. Populate field data into spreadsheets for analysis
 - iv. Analyze field data
 - b. Data mapping
 - i. Prepare data mapping from spreadsheets (GWI Volumes)
 - ii. Review data provided in mapping
 - iii. Revise data as necessary based on review
 - c. GPIMD mapping
 - i. Prepare GPIMD mapping from gathered data
 - ii. Review of any negative flow areas / continuity issues
 - iii. Review sources of possible infiltration
 - iv. Revise mapping as necessary based on review
 - d. CEP Tool input spreadsheets
 - i. Prepare spreadsheets from final GPIMD mapping as data for the CEP Tool
 - e. Run CEP Tool
 - i. Review of CEP Tool output data
 - ii. Prepare project cost spreadsheets / CEP Tool proposed repairs/techniques
 - iii. QA/QC Proposed Projects from CEP Tool program
 - iv. Assess cost per gallon removed cost estimates from CEP Tool results
 - f. Short term flow monitors
 - i. Download data from Vendor
 - ii. Review and QA/QC flow data
 - iii. Correlate results to 2010 and 2011 flow isolation study
 - g. Additional nighttime flow isolation
 - i. Conduct flow isolation at up to five (5) locations to verify or replicate results
 - ii. Revise data spreadsheets
 - iii. Revise data mapping
 - iv. Revise GPIMD mapping
 - v. Re-run CEP Tool as necessary
 - vi. Revise proposed projects and cost spreadsheets
 - vii. Assess cost per gallon removed cost estimates from CEP Tool results

3. Prepare Flow Isolation Study Report

- a. Project mapping
 - i. Prepare project mapping based on CEP tool results
 - ii. Prepare GPIMD by sub-sewershed
 - iii. Determine zones of possible repairs
 - iv. QA/QC mapping

- b. Flow isolation study report
 - i. Prepare draft flow isolation study report
 - ii. Correlate results with 2010 and 2011 study
 - iii. Discuss/recommend projects for Source Reduction Study
 - iv. QA/QC flow isolation report
 - v. Revise report as necessary and finalize

- c. Review results and report with Borough Engineer

Schedule of Fees

SERVICES (LUMP SUM)	FEE
Civil Engineering Services (Flow Isolation Study and Report)	\$ 27,000.00
TOTAL (LUMP SUM)	\$ 27,000.00

The above scope of services will be completed for the lump sum fee of \$ 27,000.00 plus reimbursable expenses. Invoicing for the project will occur monthly in accordance with the percentage of work completed.

Items Not Included in Scope of Services

The cost associated with the short term flow monitors; traffic control (we assume Dormont Public Works representatives will provide necessary traffic control); arranging for sanitary manholes to be cleaned, as required, to facilitate taking flow reading; site work assistance (to be provided by Dormont).

If you should desire us to consult on these items, we would be pleased to submit separate cost proposals.

Acceptance

If this proposal is acceptable to you, please complete the Acceptance portion and return the original. Once received, we will execute the proposal and promptly provide a copy for your records. Gateway reserves the right to modify this proposal if an executed copy is not received by our office within 60 days from the date submitted.

Gateway greatly appreciates this opportunity to submit the above proposal for the services outlined. Should you require any additional information, please do not hesitate to contact me directly at your earliest convenience.

Michael S. Glister, P.E.
Project Manager

Aaron L. Richardson, PMP
Principal-In-Charge

I/We, the undersigned, accept this proposal as outlined above as well as the General Terms and Conditions, which are attached hereto and incorporated herein as a part of this agreement.

Company Borough of Dormont

Signature _____

Print Name _____

Date _____

Contact Number _____

Enclosures:
General Terms and Conditions



G:\Proposals\15 Proposals\P-15-0590 Dormont Flow Isolation Study\P-15-0590 Dormont Flow Isolation Proposal.docx



General Terms and Conditions

Invoicing and Payment Invoicing for this project will occur monthly as work is performed. Payment is due thirty (30) days after receipt of the invoice. The Gateway Engineers, Inc. (hereinafter referred to as "Gateway") must be notified in writing of any questions concerning an invoice within ten (10) days. Failure to do so within the prescribed time frame constitutes acceptance of the invoice. Gateway reserves the right to stop work immediately on any project and hold work in progress (if applicable), if an invoice is 60 days past due or older. If Gateway initiates legal proceedings to collect delinquent invoices, Gateway shall be permitted to recover all legal fees and costs associated with collecting such delinquent invoices.

Rate Escalation If the attached scope of work is performed on a time and materials basis and work extends beyond the calendar year of the acceptance of this contract, Gateway will adjust the hourly billing rates to its newly-adopted standard hourly rate schedule.

Additional Work If any additional work is required beyond the scope of the agreement, the cost for the additional work will be presented for your approval prior to commencement of work. Additional work may be completed under this contract upon receipt of an Additional Work Authorization Form signed by the Client. Additional work will be invoiced monthly as work is performed in accordance with the standard hourly rate schedule in force at that time.

Direct Expenses Printing/plotting costs for the project are not included in the proposal price. The cost for these services is \$0.20 per 8½x11 color laser copy, \$0.35 per 11x17 color laser copy, \$0.12 per square foot for prints, \$0.75 per square foot for color prints, \$1.50 per square foot for color glossy prints and \$0.95 per square foot for mylars.

Subconsultants In the completion of this contract, Gateway may use subconsultants at its discretion in order to complete the scope of work in a timely and efficient manner. The costs of these subconsultants are included in the estimated fee of the project, if provided.

Work Product All plans, specifications, letters, reports and other products provided by Gateway are intended to satisfy the scope of this project only. Gateway is not liable for the use of its work product by anyone for any purpose other than by the Client for this project and in accordance with this contract.

Changed Conditions Gateway will promptly notify the Client in writing if it discovers conditions or circumstances that were not contemplated at the commencement of this contract, which in Gateway's judgment significantly affect or may affect the services or the recommended scope of services. Subsequent to that notification, the Client and Gateway will either negotiate a revised scope and estimated fee or terminate the contract.

Assumptions, Services and Information Provided By Others This contract assumes the base conditions to be true as set forth in the proposal, and likewise assumes that services and/or information provided by the Client or their agents is accurate and in a useable form. If these assumptions are found to be untrue, an additional fee may be required to compensate Gateway for any extra work.

Hazardous Materials The Client agrees to advise Gateway about the presence of any known hazardous substances or any known condition existing in, on, or near the site presenting a potential danger to human health or the environment. Gateway does not have any responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.

Access/Right of Entry Unless otherwise agreed, the Client will provide access to the land and/or facilities for Gateway and its subconsultants. Gateway will take reasonable precautions to minimize damage to said land or facilities by its personnel and/or equipment.

Termination This contract may be terminated by either party upon fourteen (14) days prior written notice. In the event of termination, Gateway shall be compensated by the Client for all costs incurred and services performed up to and including the termination date.

Limitation of Liability Gateway, its shareholders, directors, officers, employees and agents, shall not be liable to the client for any special, consequential, incidental or penal losses or damages.

Indemnification Gateway agrees to indemnify and hold harmless the Client and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss to the extent caused by Gateway's negligent performance of services. The Client agrees to indemnify and hold harmless Gateway and its agents, subcontractors, directors, officers and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss arising from damage to subterranean structures or utilities unless correctly shown on plans furnished by the Client, or arising from any negligence, gross negligence or willful misconduct by the Client and/or its officers, directors, employees and agents.

Insurance During the terms of any contract which might result from this proposal, Gateway will have in force the following types of minimum insurance coverages: A) professional liability – \$2,000,000 per claim/\$2,000,000 aggregate limit, B) workman's compensation – statutory limits, C) general liability – bodily injury/property damage \$1,000,000 per occurrence, D) automobile liability – bodily injury/property damage \$1,000,000 combined; uninsured and under insured motorist \$35,000, and E) excess liability \$5,000,000.

Laws and Severability This contract shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. If any part of this contract shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Assignment The Client and Gateway respectively bind themselves, their successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such parties with respect to all covenants of this contract. Neither the Client nor Gateway shall assign, sublet or transfer any interest in this contract without the consent of the other.



BOROUGH OF DORMONT

APPLICATION FOR SIGN PERMIT

Application Date: 1-22-16
Applicant Name: Patrice Feunoye
Business Name: Friends of Dormont Park
Business Address: 1696 Hillside Ave.

15216
Business Phone: 412-344-2958

Check One: Permanent Sign _____ Temporary Sign

Number of lineal feet of storefront: _____

Square feet of existing signage: _____

Square feet of proposed signage: _____

Depth of Sign as measured from building: _____

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

Cost of Sign: \$ _____

Applicant Signature: See Attachment

Sketch of proposed sign - Please show exact dimensions:

For Official Use Only:

Permit Cost: _____

Approved By: BCE



Friends of Dormont Pool, Inc

1696 Hillsdale Avenue
Pittsburgh, PA 15216
(412) 344-2958

2015-2016

Board of Directors

John Maggio, *President*
Colleen Lehman, *Vice-President*
Sarann Fisher, *Treasurer*
Patty Costantini, *Secretary*
Ray Beeson
Patrick Flaherty
Cheryl Herrington
Val Prosser
Meg Stanis

Dormont Borough Council/Dormont Borough:

Friends of Dormont Pool, Inc. requests permission to post two banners on Borough property on the chain link fence at the tennis courts adjacent to the pool parking lot and at the passive park/vacant lot on the corner of West Liberty and Hillsdale Avenues.

These banners are to promote the upcoming 2016 10th Annual Friends of Dormont Pool Pub tour which builds community and supports the continuing operation, maintenance and major repairs of Dormont Pool. The event will be on April 30th, 2016.

These banners are consistent with borough code, and we will work with the TJ and the Borough manager to make sure the signs are properly maintained in the event of any unexpected inclement weather.

If you have any questions or need any additional information, please contact me or any of the board members at your convenience.

Thank you, we hope to see you there as well on April 30th.

Respectfully,
Friends of Dormont Pool, Inc.

Patrick Flaherty
(412) 531-2582
(412) 396-1847
pflaht@yahoo.com

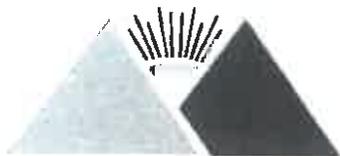
FriendsofDormontPool.org

A PA non-profit organization dedicated to fundraising to support the continuing operation, maintenance and major repairs of Dormont Pool. The official registration and financial information of Friends of Dormont Pool, Inc. may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1(800) 732-0999. Registration does not imply endorsement.

2828 DWIGHT AVENUE DORMONT

CONTENTS

- 1: APPLICATION**
- 2: TPC MEETING LETTER**
- 3: DRIVER'S LICENSE
AND REGISTRATION**
- 4: SITE INSPECTION**
- 5: DIGITAL PICTURE**



BOROUGH OF DORMONT POLICE DEPARTMENT

1444 HILLSDALE AVENUE
SUITE #1

PITTSBURGH, PENNSYLVANIA 15216
(412) 561-8900 FAX (412) 561-3516

MICHAEL J. BISIGNANI
CHIEF OF POLICE

PHILLIP A. ROSS
MAYOR

January 6, 2016

John Palermo
2828 Dwight Avenue
Pittsburgh Pa. 15216

Dear John,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on Tuesday January 12, 2016 at 7:00 P.M in the Borough Council Chambers concerning your application for a handicapped parking space at 2828 Dwight 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 2828 DWIGHT AVENUE

On 08/24/2014, James Kolesky performed a site inspection of 2828 Dwight Avenue, in regards to an application for a Handicapped Parking Space. This residence is a two story single family home.

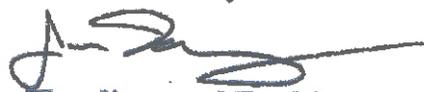
Kolesky observed that when you exit the front of the residence you walk directly on to a front porch. From the front porch, there are thirteen steps that lead to the sidewalk that runs parallel to the 2800 block of Dwight Avenue. Parking for the 2800 block of Dwight Avenue is only on one side of the street, which is across the street from the applicant's residence.

Kolesky observed that there is no driveway and also no off street parking located in the front and rear or the side of the residence.

There are no Handicapped parking spots issued in the 2800 block of Dwight Avenue.

Please see the digital picture that accompanies this site inspection.

James Kolesky



**Handicapped Parking
Coordinator**



THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL**No. 1394** Session of
2015

INTRODUCED BY MUSTIO, KOTIK, D. COSTA, READSHAW, GODSHALL,
COHEN, HARHAI AND ZIMMERMAN, JUNE 24, 2015

AS AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES,
DECEMBER 4, 2015

AN ACT

1 Amending Title 8 (Boroughs and Incorporated Towns) of the
2 Pennsylvania Consolidated Statutes, in storm sewers and
3 watercourses, further providing for authority of boroughs and
4 for manner of financing work.

5 The General Assembly of the Commonwealth of Pennsylvania
6 hereby enacts as follows:

7 Section 1. Section 2201 of Title 8 of the Pennsylvania
8 Consolidate Statutes is amended by adding a subsection to read:

9 § 2201. Authority of boroughs.

10 * * *

11 (c) Ordinances.--A borough may enact and enforce ordinances
12 to govern and regulate the planning, management, implementation,
13 construction and maintenance of storm water facilities.

14 Section 2. Section 2203 of Title 8 is amended to read:

15 § 2203. Manner of financing [work].

16 (a) General rule.--A borough may pay for the costs and
17 expenses of any work or activity authorized under section 2201
18 (relating to authority of boroughs) wholly or in part from money

1 of the borough available for the purpose.

2 (b) Assessments.--To the extent that a borough does not
3 receive assistance from the Federal, State or county government
4 for the costs and expenses of the work, the borough may assess
5 the benefited properties located within the drainage area of the
6 watercourse in accordance with Chapter 21A (relating to
7 assessments and charges for public improvements).

8 (c) Fees.--For the purposes of funding the construction,
9 maintenance and operation of storm water management facilities,
10 systems and management plans authorized under this chapter and <--
11 the act of October 4, 1978 (P.L.864, No.167), known as the Storm
12 Water Management Act, a borough may assess reasonable and
13 uniform fees based in whole or in part on the characteristics of
14 the property benefited by the facilities, systems and management
15 plans. In establishing the fees the borough may consider and
16 provide appropriate exemptions or credits for properties which
17 have installed and are maintaining storm water facilities that
18 meet best management practices and are approved or inspected by
19 the borough. The assessed fees shall be filed with the borough
20 treasurer. An ordinance shall specify whether payments are to be
21 made by annual or more frequent installments.

22 (d) Methods of assessment.--Any fee levied by the borough
23 can be assessed in one of the following methods:

24 (1) On all properties in the borough.

25 (2) On all properties benefited by a specific storm
26 water project.

27 (3) By establishing a storm water management district
28 and assessing the fee on all property owners in the district.

29 (e) Use.--Any fee collected for the purposes of storm water
30 management may only be used for the purposes authorized by this

1 chapter.

2 Section 3. This act shall take effect in 60 days.



HOUSE COMMITTEE ON APPROPRIATIONS

FISCAL NOTE

HOUSE BILL NO. 1394

PRINTERS NO. 2612

PRIME SPONSOR: Mustio

COST / (SAVINGS)

FUND	FY 2015/16	FY 2016/17
Borough Funds	See "Fiscal Impact"	See "Fiscal Impact"

SUMMARY: Amends the Borough Code (Title 8) to give boroughs the authority to implement storm water management ordinances and to assess a fee to fund the planning, management, implementation, construction and maintenance of storm water facilities. This legislation would take effect in 60 days.

ANALYSIS: This legislation would allow boroughs to collect a uniform and reasonable fee to be used for the funding of construction, maintenance, and operation of storm water management facilities, systems and management plans. When calculating the fee, the borough may take into account the characteristics of the property, including the installation or maintenance of storm water facilities on the property that meet best management practices and are approved or inspected by the borough.

The borough can only assess the fee in one of three ways:

- On the entire borough.
- On properties benefited by a specific project.
- Through the creation of a storm water management district.

Any fee that is assessed by the borough is to be filed with the borough treasurer, and can be collected by annual or installment payments, as specified by borough ordinance.

FISCAL IMPACT: This legislation would have no adverse fiscal impact on Commonwealth or borough funds but would provide boroughs with the opportunity to levy a fee to generate new revenue for storm water management.

PREPARED BY: Tim Rodrigo
House Appropriations Committee (R)

DATE: December 4, 2015

Estimates are calculated using the best information available. Actual costs and revenue impact incurred may vary from estimates.

House Co-Sponsorship Memoranda

By Member | By Date | Keyword Search

MEMORANDUM

Posted: June 19, 2015 02:11 PM
From: Representative Mark Mustio
To: All House members
Subject: Amending the Borough Code to Authorize Assessment of Reasonable and Uniform Storm Water Fees to Prevent an Unfunded Mandate

Similar to my recently introduced bill amending the Second Class Township Code (HB 1325), I plan to introduce legislation that amends the Borough Code to authorize a borough to assess reasonable and uniform fees for storm water management activities and facilities without the need to establish a municipal authority. The Municipality Authorities Act authorizes a storm water authority to impose a fee but the Borough Code does not, despite the borough being the entity that is ultimately responsible for complying with Federal MS4 regulations.

My legislation will authorize a borough to assess reasonable and uniform fees based in whole or in part on characteristics of the subject property, which may include installation and maintenance of storm water facilities that meet best management practices approved and inspected by the borough. The legislation will also authorize the enactment and enforcement of ordinances to govern and regulate the planning, management, implementation, construction and maintenance of storm water facilities.

While boroughs may incorporate storm water authorities in order to establish a fee for funding the additional work that must be done to comply with Federal regulations under the Clean Water Act, it is overly burdensome to require a borough that already has the power to construct and manage a storm water system under Article 22 of the Borough Code to in effect create another layer of government in order to implement a fee to fund the operation and maintenance of that system. My legislation holds those who implement the fee accountable to those who will be required to pay it. If the public is not happy with the borough council's decision to impose a storm water fee, it can voice its opinion at the ballot box.

Recently, the U.S. Environmental Protection Agency ordered 85 townships and boroughs in Pennsylvania to improve their storm water management programs. <http://yosemite.epa.gov/opa/admpress.nsf/90829d899627a1d98525735900400c2b/7d5440b5e47f309885257d010065f753!OpenDocument>.

If an EPA audit determines that a municipality does not comply with the mandated Federal regulations, any fine that is levied can have a negative financial impact on the municipality.

Without statutory authorization for boroughs to impose a fee for storm water management, it becomes an unfunded mandate on our boroughs.

Please join me in co-sponsoring this important legislation.

WHEREAS, Dormont Borough recognizes the importance of proper stormwater maintenance and the impact it has on the environment

WHEREAS, Dormont Borough also recognizes they are ultimately responsible for complying with Federal MS4 regulations

WHEREAS, House Bill 1394 amends the Borough Code authorizing uniform and reasonable storm water fees levied by municipalities rather than through municipal authorities

WHEREAS, Dormont Borough understands that it is overly burdensome to require a town of less than one square mile to in effect create another level of government in order to implement a fee to manage stormwater

WHEREAS, Dormont feels that without statutory authorization for townships and boroughs to impose a fee for stormwater management, it becomes an unfunded mandate for these townships and boroughs

NOW, THEREFORE, BE IT RESOLVED that Dormont Borough Council supports House Bill 1394 that will allow more flexibility in meeting state and federal storm water mandates.