



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 PALMERI
DANELE VENTRESCA

REGULAR MEETING March 7, 2016 Public Session - 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 February 1, 2015 Council Meeting.
 - d. Motion to approve the Minutes of the February 11, 2016 Special Council Meeting.
 - e. Motion to approve the Warrant list for February 2015.
 - f. Motion to accept recommendation of the Manager to approve contract with Zambelli Fireworks to provide fireworks at Dormont Day for \$13,750.00.
 - g. Motion to accept recommendation of the Manager to approve Jeffrey Fabus as a member of the Recreation Board.
 - h. Motion to accept recommendation of the Manager to approve Kara Walsh as a member of the Recreation Board.
 - i. Motion to accept recommendation of the Manager to approve Monique Fontaine as a member of the Recreation Board.
 - j. Motion to accept request of the Tax Collector to exonerate him from 2015 uncollected taxes.



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- k. Motion to accept recommendation of the Engineer to approve proposal from Robinson Pipe Cleaning Inc. in the amount of \$6210.00 to review CCTV data and prepare NASSCO reports.
 - l. Motion to accept recommendation of the Manager to approve engagement letter with Cafardi Ferguson Wyrick Weis + Stotler, llc to represent the Borough of Dormont.
9. Action Items
- a. Motion to Override Mayoral Veto of Ordinance #1614
 - i. Council Discussion
 - ii. Public Comment
 - b. Resolution to replace Resolution 15 of 2015, Authorizing the Borough of Dormont to Enter into an Updated Interim Consent Order and Agreement with the Allegheny County Health Department.
 - i. Council Discussion
 - ii. Public Comment
 - c. Motion to accept recommendation of the Manager to approve contract with Jeff Ellis Management to manage the Dormont Pool in 2016 for \$116,412.36.
 - i. Council Discussion
 - ii. Public Discussion
10. Executive Session
- a. Personnel
11. Discussion Items
- a. Creation of a Sanitary Sewer Authority
 - b. Recognition of the Stormwater Committee
 - c. Dream Dormont Meeting



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Public Session - 7:00 PM

12. Citizens' Comments

13. Adjournment

DORMONT VOLUNTEER FIRE DEPARTMENT

February 2016 ALARM SUMMARY

<u>DATE</u>	<u>ADDRESS</u>	<u>NATURE OF CALL</u>	<u>TOTAL DAMAGES</u>
02/02/2016	421 Lindsay Rd.	Poss. Structure Fire (MA)	None
02/03/2016	1533 Dormont Ave.	Oven Fire	None
02/03/2016	2885 W. Liberty Ave.	Commercial Alarm	None
02/07/2016	344 Highpoint Dr.	Smoke in Structure	None
02/07/2016	2809 Espy Ave.	Poss. Structure Fire	None
02/07/2016	674 Florida Ave.	Poss. Structure Fire (MA)	None
02/07/2016	125 Abbeyville Rd.	Smoke In Structure	None
02/08/2016	1455 Hillsdale Ave.	Dept. Drill	None
02/11/2016	3229 W. Liberty Ave.	Fire Alarm	None
02/14/2016	50 Vanadium Rd	Commercial Structure Fire (MA)	None
02/14/2016	W. Liberty @ Illinois Ave.	Vehicle Accident	None
02/14/2016	W. Liberty @ Pioneer Ave.	Vehicle Accident w/injuries	None
02/15/2016	1700 Blk. Ordinance	Vehicle Into Structure	None
02/15/2016	Connecticut@LaSalle	Vehicle Accident	None
02/15/2016	Glenmore@LaSalle	Vehicle Accident	None
02/15/2016	Tennessee@Texas	Vehicle Accident	None
02/18/2016	Dormont Library	Vehicle Accident	None
02/19/2016	700 Bower Hill Rd.	Poss. Structure Fire (MA)	None
02/20/2016	1727 New Haven Ave.	Wires Down	None
02/20/2016	1472 Alabama Ave.	Structure Fire	None
02/21/2016	1320 Kelton Ave.	Commercial Alarm	TBD
02/22/2016	1133 Sunrise Dr	Poss. Structure Fire (MA)	None
02/22/2016	Station 198	Dept. Drill	None
02/23/2016	Louisiana@Potomac	Vehicle Accident	None
02/25/2016	98 Vanadium Rd.	Poss. Structure Fire (MA)	None
02/26/2016	2873 W. Liberty Ave.	Vehicle Accident	None
02/26/2016	446 Hoodridge Dr.	Structure Fire (MA)	None
02/26/2016	238 Parkway Dr.	Oven Fire (MA)	None
02/28/2016	1320 Kelton Ave.	Cooking Accident	None
02/29/2016	3035 Windermere Ave.	Poss. Structure Fire	None

DORMONT VOLUNTEER FIRE DEPARTMENT

MONTHLY SUMMARY REPORT

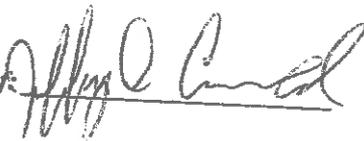
February 2016

Total Alarms	
Drills.	28
False Alarms.	2
Alarms in House	3
Alarms in Buildings.	2
Mutual Aid (Given to other Departments)	4
Alarms Involving Automobiles and Trucks.	8
Alarms Involving Brush, Rubbish, Misc.	9
Day Alarms 06:00 AM. To 1800 Hrs.	0
Night Alarms 1800 Hrs.. To 06:00 AM.	20
Total Number of Volunteers at Alarms.	6
Total Number of Volunteers at Drills	150
Total Number of Career Staff at Alarms	30
Total Number of Career Staff at Drills	5
Estimated Value of Property Involved in Fires	4
Estimated Property Lost Due to Fire	TBD
Single Largest Loss	TBD
Monthly Stipend	TBD
	\$1,639.00

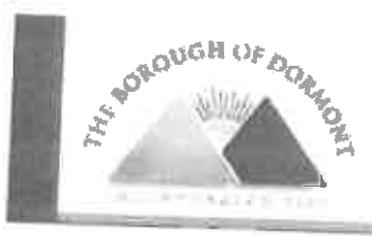
**FIRE DEPARTMENT MEMBERS OR RESIDENTS INJURED OR TREATED AT ALARMS
MUTUAL AID GIVEN OR RECEIVED**

- 16-000025 Dormont Fire Assist Mt. Lebanon Fire
- 16-000028 Dormont Fire Assist Glendale Fire
- 16-000030 Dormont Fire Assist Mt. Lebanon Fire
- 16-000033 Dormont Fire Assist Scott Twp. Fire
- 16-000041 Dormont Fire Assist Mt. Lebanon Fire
- 16-000045 Dormont Fire Assist Mt. Lebanon Fire
- 16-000047 Dormont Fire Assist Scott Twp. Fire
- 16-000049 Dormont Fire Assist Castle Shannon Fire
- 16-000050 Dormont Fire Assist Mt. Lebanon Fire

Dormont Fire Chief:



Date: February 2016



MEMORANDUM

Date: March 3, 2016

To: Ben Estell

From: Patrick Kelly

Subject: Monthly Report for February 2016

CODE ENFORCEMENT

The following is a summary of our activities for February 2016. During the month of February the Borough received twenty (20) complaints relating to code enforcement and borough ordinances.

Of these:

- 1 was for animals
- 1 was for illegal parking
- 1 was for international building code violation
- 1 was for abandon vehicle
- 4 were for property debris
- 2 were for property maintenance
- 3 were sign violations
- 5 were for snow and ice
- 1 was for windows and doors
- 1 was for no building permit

Of the above mention cases:

Thirteen (13) are active

Seven (7) are resolved

Year to date for complaints 56

PERMIT ACTIVITIES

The following is a summary of the permit activities for the borough for the month of February 2016. The Borough issued sixty-eight (68) permits licenses / permits relating to building / zoning for February.

Of these:

- 13 were for building permit
- 1 was for sign permits
- 6 were for occupancy permits
- 26 were for transfer of deeds
- 5 were for dye test
- 11 were for street and sidewalk openings
- 6 were for PA1 calls

The total estimated cost of the permit related work was \$162,159.00
Per the amount the Borough collected \$4,954.00 in permit fees.

Year to date on permits:

Total number of permit: 117
Total estimated value: \$183,398.00
Total permit fee: \$ 7,193.00

Enforcement Totals By Category

03/02/16



ANIMALS	Total Entries:	1
ILLEGAL PARKING	Total Entries:	1
INTERNATIONAL BUILDING C	Total Entries:	1
JUNK/ABANDONED VEHICLE	Total Entries:	1
PROPERTY DEBRIS	Total Entries:	1
PROPERTY MAINTENANCE	Total Entries:	4
SIGN VIOLATION	Total Entries:	2
SNOW/ICE ON SIDEWALK	Total Entries:	3
WINDOWS & DOORS	Total Entries:	5
WORKING WITHOUT BUILDIN	Total Entries:	1
Total Records:	20	

Population: All Records

Enforcement.DateFiled in <Previous month> [02/01/16 - 02/29/16]

Calls for Service - by UCR Code

Incidents Reported Between 02/01/2016 and 02/29/2016

DORMONT BOROUGH



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0355	ATTEMPT - FIREARM - CHAIN STORE	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0643	THEFT-ATTEMPTED-RETAIL THEFT	1			
0810	SIMPLE PHISICAL ASSAULTS	2			
1100	FRAUD	3			
1300	STOLEN PROPERTY-RECEIVING,POSSESSING,ETC	3			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	2			
1440	CRIMINAL MISCHIEF - ALL OTHER	0			
1811	NARCOTICS-SALE-MORPHINE,HEROIN,CODEINE	1	1		
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	0	1		
1891	DRUG EQUIPMENT VIOLATIONS	1			
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	1			
2300	PUBLIC DRUNKENESS	6			
2400	DISORDERLY CONDUCT	2			1
2450	HARASSMENT	0	1	1	
2500	LOITERING/PROWLING (AT NIGHT)	1	1		
2600	ALL OTHER CRIMES CODE VIOLATIONS	1		1	
2664	ALL OTHER OFFENSES - ALL OTHER (MISC.)	0	1		
2710	TRAFFIC OFFENSES (COURT CASES NOT DUI)	1			
3100	ALARMS - BUSINESS/RESIDENCE	7			
3101	ALARMS - VEHICLE	2			
3102	ALARMS - FIRE	3			
3110	ANIMAL - BARKING DOGS	2			
3112	ANIMAL - OTHER (STRAYS, REFER TO A.C ETC	1			
3120	CASUALTY - ASSIST MEDICS/EMERGENCY	23			
3121	CASUALTY - FALLS ETC./BORO REPORT MADE	1			
3140	DISTURBANCE - BAR/RESTAURANT	2			
3141	DISTURBANCE - HOUSEHOLD	13			
3142	DISTURBANCE - PUBLIC AREA	3			
3143	DISTURBANCE - NOISE	4			
3146	DISTURBANCE - LANDLORD/TENANT	1			
3147	DISTURBANCE - ALL OTHER	6			
3150	DRUNKENNESS - NO ARREST/NON CRIMINAL	3			
3152	HARASSMENT BY COMM. - REPORT ONLY	1			
3160	HAZARD - TRAFFIC	7			
3161	HAZARD - ALL OTHER	4			
3180	MENTAL COMPLAINT - REPORT ONLY	1			
3181	MENTAL COMPLAINT - 302/TRANSPORT	2			
3190	ORDINANCE VIO. (IF CITED, SEE 2800'S)	1			
3200	PROPERTY - LOST,FOUND,RECOVERED	1			
3201	PROPERTY - DAMAGE / NON-CRIMINAL	1			
3211	SERVICE - ASSIST OTHER AGENCY/P.D.	4			
3213	SERVICE - LOCK OUT /HOME OR VEHICLE	3			
3217	SERVICE - ALL OTHER	2			
3218	SERVICE - FOOT PATROL	2			
3231	SUICIDE - ATTEMPTS	1			
3241	SUSPICIOUS CIRC. - PERSON(S)	15			



March 02, 2016

Calls for Service - by UCR Code
Incidents Reported Between 02/01/2016 and 02/29/2016
DORMONT BOROUGH



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3242	SUSPICIOUS CIRC. - VEHICLE(S)	7			
3243	SUSPICIOUS CIRC. - ALL OTHER	22			
3244	SUSPICIOUS CIRC. - 9-1-1 HANG-UP CALL	3			
3252	TRAFFIC ACCIDENT - NON/REPORTABLE	10			
3253	TRAFFIC ACCIDENT - LEAVING THE SCENE	3			
3255	TRAFFIC ACCIDENT - ALL OTHER	1			
3260	TRAFFIC - ENFORCEMENT	1			
3261	TRAFFIC - FIRE SCENE ASSIST	3			
3262	TRAFFIC - IMPOUNDMENT/WHEEL LOCK	7			
3263	TRAFFIC - PARKING	11			
3266	TRAFFIC - ALL OTHER	0			
3267	TRAFFIC SIGNAL REPAIR	1		1	
3271	WARRANT SERVICE - OUTSIDE AGENCY	2			
3273	PFA SERVICE - OUTSIDE AGENCY	1			
3280	VACATION HOME - REQUEST FOR PATROL	1			
3400	UNKNOWN AT THIS TIME - FILL IN LATER	1			
6004	TRAFFIC ACCIDENT INVOLVING DAMAGE	1			
6006	TRAFFIC ACCIDENT INVOLVING INJURY	2			
CITT	TRAFFIC CITATION	7			
	Total Calls	228			



Juris No. 02422
 NCIC Code PA0020800

RETURN A MONTHLY COUNT OF OFFENSES KNOWN TO POLICE

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED	3 UNFOUND COMPLAINTS	4 ACTUAL OFFENSES	(a) TOTAL CLEARED	(b) JUVENILE CLEARED
1. HOMICIDE					
A. MURDER					
B. MANSLAUGHTER					
2. RAPE TOTAL					
A. RAPE					
B. ATTEMPTED RAPE					
3. ROBBERY TOTAL	1		1	2 @	
A. FIREARM	1		1	1	
B. KNIFE OR CUTTING INST.					
C. OTHER DANGEROUS WEAPON				1 @	
D. STRONG ARM (HANDS, ETC)					
4. ASSAULT TOTAL	2		2	2	
A. FIREARM					
B. KNIFE OR CUTTING INST.					
C. OTHER DANGEROUS WEAPON					
D. AGGRAVATED (HANDS, ETC)					
E. SIMPLE (HANDS, ETC)	2		2	2	
5. BURGLARY TOTAL					
A. FORCIBLE ENTRY					
B. UNLAWFUL ENTRY					
C. ATTEMPTED FORCIBLE					
6. LARCENY THEFT TOTAL	3		3		
7. MOTOR VEHICLE THEFT TOTAL					
A. AUTOS					
B. TRUCKS AND BUSES					
C. OTHER VEHICLES					
9. ARSON TOTAL					
TOTAL PART I OFFENSES	6		6	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 February, 2016

Date of Report: March 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		3		3		
120. EMBEZZLEMENT						
130. STOLEN PROP-REC,POSSES		3		3	2 @	
140. VANDALISM		2		2		
150. WEAPONS-CARRYING, POSSES						
160. PROSTITUTION, COMM VICE						
170. SEX OFFENSES (EX 02,160)						
180. DRUG ABUSE VIOL TOTAL		2		2	1	
SALE	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER	1		1	1	
POSSESSION	A. OPIUM-COCAINE B. MARIJUANA C. SYNTHETIC D. OTHER	1		1		
190. GAMBLING TOTAL						
A. BOOK MAKING B. NUMBERS, ETC. C. OTHER						
200.OFF AGAINST FAMILY & CHILD.						
210. DRIVING UNDER INFLUENCE		1		1	1	
220. LIQUOR LAWS						
230. DRUNKENNESS		6		6	6	
240. DISORDERLY CONDUCT		2		2	2	1
250. VAGRANCY		1		1	1	
260. ALL OTHER OFFENSES		1		1		
TOTAL PART II OFFENSES TOTAL		21		21	13	1

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

**PENNSYLVANIA
 MONTHLY RETURN OF PERSONS CHARGED**

CLASSIFICATION OF OFFENSES

Arrested Held for Prosecution Summoneed 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							
050 Burglary-Breaking and Entering							
060 Larceny-Theft (except M.V.)							
070 Motor Vehilce Theft							
080 Other Assaults	2		2				
090 Arson							
Total PART I	2	0	2	0	0	0	0

PART II Offenses

100 Forgery and Counterfeiting							
110 Fraud							
120 Embezzelment							
130 Stolen Property	2		2				
140 Vandalism							
150 Weapons:Carrying,Possession							
160 Prostitution & Commerc. Vice							
170 Sex Offenses							
180 Drug Abuse Violations	1	1	2				
190 Gambling							
200 Offenses Against Family&Child.							
210 Driving Under the Influence		1	1				
220 Liquor Laws							
230 Drunkenness	6		6				
240 Disorderly Conduct	2		2				
250 Vagrancy	1		1				
260 All Others (exc Traffic)	1		1				
Total PART II	13	2	15	0	0	0	0
Total Persons Charged	15	2	17	0	0	0	0

DORMONT BOROUGH POLICE DEPARTMENT
 Department Reporting
ALLEGHENY PA 15216
 County Zip Code
FEBRUARY, 2016
 Report for the Month of

MARCH 02, 2016
 Date of Report
 Prepared By _____ Title _____
 Head of Department _____



Borough Of Dormont

Warrant List February 2016

	\$457,271.52	General Fund
	\$14,624.68	Sewer Fund
	\$0.00	Capital Fund
	\$1,090.09	Highway Aid Fund
	\$1,101.45	Visa Procurement Card
Total	\$474,087.74	

Payroll Transfers February 2016

Wire Transfer--General Fund	\$120,625.15	Payroll 2-5-16
Wire Transfer--General Fund	\$122,054.69	Payroll 2-19-16

Voided Checks February 2016

46842 General Fund

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/01/2016	1	46947#	ADVANCE AUTO PARTS	GENERAL SUPPLIES	424100	430	6.49
				MAINTENANCE/REPAIRS	437300	454	36.27
				CHECK 1 46947 TOTAL FOR FUND 01:			<u>42.76</u>
02/01/2016	1	46948#	ALLEGHENY COUNTY BOROUGH ASSOC	MEETINGS & CONFERENCES	446000	400	260.00
				MEETINGS & CONFERENCES	446000	401	65.00
				CHECK 1 46948 TOTAL FOR FUND 01:			<u>325.00</u>
02/01/2016	1	46949	BANKSVILLE EXPRESS	PRINTING	434200	401	131.15
02/01/2016	1	46950	BRIAN DIFRANGO	SECURITY DEPOSIT REFUNDS	446000	482	200.00
02/01/2016	1	46951	BUILDING PRODUCTS INC	HIGHWAY MAINTENANCE	437100	430	120.00
02/01/2016	1	46952#	BUSY BEAVER BUILDING CENTERS,	REPAIRS & MAINTENANCE	437300	409	20.97
				GENERAL SUPPLIES	424100	430	11.99
				CHECK 1 46952 TOTAL FOR FUND 01:			<u>32.96</u>
02/01/2016	1	46953	C & L TOOL SUPPLY INC	SMALL TOOLS & MINOR EQUIP	426000	430	54.01
				SMALL TOOLS & MINOR EQUIP	426000	430	137.27
				SMALL TOOLS & MINOR EQUIP	426000	430	191.32
				CHECK 1 46953 TOTAL FOR FUND 01:			<u>382.60</u>
02/01/2016	1	46954	CHERYL HERRINGTON	CROSSING GDS UNIFORMS	419200	410	19.99
02/01/2016	1	46955	CINTAS CORPORATION	CONTRACTED SERVICES	445000	409	901.49
02/01/2016	1	46956#	COLUMBIA GAS OF PA	NATURAL GAS SERVICE	436200	409	643.35
				NAT GAS SERVICE	436200	411	91.21
				NAT GAS UTILITIES	436200	430	173.37
				NAT GAS UTILITIES	436200	454	270.04
				CHECK 1 46956 TOTAL FOR FUND 01:			<u>1,177.97</u>
				HIGHWAY MAINTENANCE	437100	430	21.75
02/01/2016	1	46958#	DOMINION RETAIL INC	NATURAL GAS SERVICE	436200	409	517.70
				NAT GAS SERVICE	436200	411	74.89
				NAT GAS UTILITIES	436200	430	162.80
				NAT GAS UTILITIES	436200	454	237.69
				CHECK 1 46958 TOTAL FOR FUND 01:			<u>933.08</u>
02/01/2016	1	46959#	DUQUESNE LIGHT CO.	ELECTRIC SERVICE	436100	409	298.71

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016

Banks: 1, 18, 35, 8

Check Date Bank Check # Payee

Fund: 01 GENERAL FUND		Description	Account	Dept	Amount
02/01/2016	1	46960	GIL-CON TOOL COMPANY		
			ELECTRIC SERVICE	436100	447.40
			ELECTRIC SERVICE	436100	496.19
			ELECTRIC-ST LIGHTING	436100	95.74
			ELECTRIC-ST LIGHTING	436100	112.74
			ELECTRIC SERVICE	436000	7,889.87
			ELECTRIC SERVICE-REFRESHMENTS	436100	13.93
			PARK OUTDOOR ELECTRICITY	436000	34.63
			ELECTRIC REC CENTER/POOL	436100	1,338.98
			ELECTRIC REC CENTER/POOL	436100	526.91
			ELECTRIC REC CENTER/POOL	436100	180.38
			CHECK 1 46959 TOTAL FOR FUND 01:		11,435.48
02/01/2016	1	46961	HDH GROUP, INC.		
			VEHICLE MAINT/REPAIR	437400	295.64
			VEHICLE MAINT/REPAIR	437400	72.99
			CHECK 1 46960 TOTAL FOR FUND 01:		368.63
02/01/2016	1	46962#	HOME DEPOT CREDIT SERVICE		
			LIABILITY/CASUALTY	435100	14,895.00
			LIABILITY/CASUALTY	435200	117,942.00
			CHECK 1 46961 TOTAL FOR FUND 01:		132,837.00
02/01/2016	1	46963	INDIANA TOWNSHIP POLICE DEPT		
			REPAIRS & MAINTENANCE	437300	31.78
			GARAGE-REPAIRS/MAINTENANC	437300	29.97
			CHECK 1 46962 TOTAL FOR FUND 01:		61.75
02/01/2016	1	46964	INDUSTRIAL RUBBER PRODUCTS		
			VEHICLE MAINTENANCE	437400	600.00
			VEHICLE MAINTENANCE	437400	62.00
			CHECK 1 46964 TOTAL FOR FUND 01:		662.00
02/01/2016	1	46965#	JORDAN TAX		
			COMM. LIENED TAX COLLECT.	411800	1,654.35
			COLLECTION AGENT	431000	1,044.38
			COLLECTION AGENT	431000	39.10
			CHECK 1 46965 TOTAL FOR FUND 01:		2,737.83
02/01/2016	1	46966#	L.M.COLKER COMPANY		
			GARAGE-REPAIRS/MAINTENANC	437300	208.28
			GENERAL SUPPLIES	424100	208.28
			CHECK 1 46966 TOTAL FOR FUND 01:		416.56
02/01/2016	1	46967	LANCASTER COUNTY FIREMANS ASSN		
			TRAINING	418100	112.95
02/01/2016	1	46968	M & M UNIFORMS, INC		
			CROSSING GDS UNIFORMS	419200	35.85

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date Bank Check # Payee
 Fund: 01 GENERAL FUND

Description	Account	Dept	Amount
CROSSING GDS UNIFORMS	419200	410	69.95
CHECK 1 46968 TOTAL FOR FUND 01:			105.80
MRTSA CONTRIBUTION	445500	410	61,596.97
STORMWATER MANAGEMENT FEE	410000	436	1,140.00
WORKERS COMPENSATION	435400	401	95.23
WORKERS COMPENSATION	435400	402	27.47
WORKERS COMPENSATION	435400	408	29.30
WORKERS COMPENSATION	435400	410	9,331.67
WORKERS COMPENSATION	435400	411	2,638.74
WORKERS COMPENSATION	435400	413	34.80
WORKERS COMPENSATION	435400	430	3,937.05
WORKERS COMPENSATION	435400	445	527.39
WORKERS COMPENSATION	435400	447	203.27
WORKERS COMPENSATION	435400	451	188.62
WORKERS COMPENSATION	435400	452	53.11
WORKERS COMPENSATION	435400	454	1,245.21
CHECK 1 46971 TOTAL FOR FUND 01:			18,311.86
GENERAL SUPPLIES	424100	430	5.88
VEHICLE MAINTENANCE	437400	430	96.23
VEHICLE MAINTENANCE	437400	430	246.51
CHECK 1 46972 TOTAL FOR FUND 01:			348.62
SIGNS AND PAINT	441000	430	175.65
DUES SUBSCRIPTIONS MEMBERSHIP	442000	413	50.00
ADVERTISING	434100	404	26.60
ADVERTISING	434100	404	504.30
CHECK 1 46975 TOTAL FOR FUND 01:			530.90
VEHICLE MAINTENANCE	437400	430	46.90
VEHICLE MAINTENANCE	437400	430	34.17
CHECK 1 46976 TOTAL FOR FUND 01:			81.07
GENERAL SUPPLIES	424100	430	2.11
GENERAL SUPPLIES	424100	430	1.29
GENERAL SUPPLIES	424100	430	1.49
GENERAL SUPPLIES	424100	430	3.96
CHECK 1 46977 TOTAL FOR FUND 01:			8.85

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/01/2016	1	46978	SEARS	POOL MAINT/REP	437200	452	52.97
02/01/2016	1	46979	STANDARD INSURANCE COMPANY	LIFE/DISABILITY INS	425400	487	1,920.97
02/01/2016	1	46980#	STAPLES ADVANTAGE	OFFICE SUPPLIES	421000	401	92.35
				OFFICE SUPPLIES	421000	401	102.35
				PRINTING	434200	401	148.44
				GENERAL SUPPLIES	424100	407	90.97
				GENERAL SUPPLIES	424100	407	95.09
				OFFICE SUPPLIES	421000	410	23.98
				OFFICE SUPPLIES	421000	410	105.92
				OFFICE SUPPLIES	421000	410	63.23
02/01/2016	1	46981	STAPLES CREDIT PLAN	CHECK 1 46980 TOTAL FOR FUND 01:			<u>722.33</u>
02/01/2016	1	46982	STEEL CITY COLLISION, INC.	GENERAL SUPPLIES	424100	445	79.95
02/01/2016	1	46983	STEVEN REDHEAD	VEHICLE MAINT/REP	437400	410	105.65
02/01/2016	1	46984	THE HITE COMPANY	TAX REFUNDS	443000	403	158.22
02/01/2016	1	46985	UNIFIRST	GARAGE-REPAIRS/MAINTENANC	437300	430	64.58
02/01/2016	1	46986	UniFirst Corporation	UNIFORMS	423800	430	148.90
				UNIFORMS	423800	430	134.90
02/01/2016	1	46987#	VERIZON WIRELESS	CHECK 1 46985 TOTAL FOR FUND 01:			<u>283.80</u>
				GENERAL SUPPLIES	424100	409	335.20
02/01/2016	1	46988#	WITMER PUBLIC SAFETY GROUP	TELEPHONE	432100	401	114.20
				INTERNET SERVICE	432500	407	160.04
				TELEPHONE	432100	410	91.19
				TELEPHONE	432100	413	57.54
				TELEPHONE	432100	430	57.54
				TELEPHONE	432100	451	57.54
				TELEPHONE	432100	454	57.54
02/01/2016	1	46989	WOLTZ & WIND FORD, INC.	CHECK 1 46987 TOTAL FOR FUND 01:			<u>595.59</u>
				AMMUNITION & RANGE SUPPLY	423900	410	1,295.44
				UNIFORMS	418600	411	46.71
02/01/2016	1	46990#	ADVANCE AUTO PARTS	CHECK 1 46988 TOTAL FOR FUND 01:			<u>1,342.15</u>
				VEHICLE MAINTENANCE	437400	430	200.25
02/12/2016	1	46990#	ADVANCE AUTO PARTS	VEHICLE MAINT/REPAIR	437400	411	55.00

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/12/2016	1	46991	ANAGO OF WESTERN PA	VEHICLE MAINTENANCE	437400	430	17.97
CHECK 1 46990 TOTAL FOR FUND 01:							<u>72.97</u>
02/12/2016	1	46992	AV LAUTTAMUS COMMUNICATIONS	CONTRACTED SERVICES	445000	409	2,925.00
02/12/2016	1	46993#	BUSY BEAVER BUILDING CENTERS,	RADIO EQUIP. MAINTENANCE	432700	430	62.00
02/12/2016	1	46994	C & L TOOL SUPPLY INC	GENERAL SUPPLIES	424100	411	44.93
CHECK 1 46993 TOTAL FOR FUND 01:					437300	452	27.99
SMALL TOOLS & MINOR EQUIP							<u>72.92</u>
02/12/2016	1	46995	CALE AMERICA INC	METERS/PARTS	426000	430	81.89
02/12/2016	1	46996	COMCAST	METERS/PARTS	426000	445	294.00
CHECK 1 46995 TOTAL FOR FUND 01:					426000	445	276.78
02/12/2016	1	46997	CONSOLIDATED COMMUNICATIONS	INTERNET SERVICE	432500	407	129.85
02/12/2016	1	46998	CUSTOM LEISURE WEAR INC	INTERNET SERVICE	432500	407	40.00
02/12/2016	1	46999	DORMONT VOLUNTEER	UNIFORMS	418600	411	176.25
02/12/2016	1	47000	DUQUESNE LIGHT CO.	CONTRIB. TO VOL FIRE COS	452000	411	1,105.00
02/12/2016	1	47001	FORREST MULLINEAUX	ELECTRIC-ST LIGHTING	436100	434	20.01
02/12/2016	1	47002	GANNETT FLEMING INC	ELECTRIC-ST LIGHTING	436100	434	6,395.51
CHECK 1 47000 TOTAL FOR FUND 01:							<u>6,415.52</u>
02/12/2016	1	47003	H. GERHARDT SUPPLY	SECURITY DEPOSIT REFUNDS	446000	482	75.00
02/12/2016	1	47004	HOME DEPOT CREDIT SERVICE	ENGINEERING SVC-GENERAL	431700	408	6,974.40
02/12/2016	1	47005	IACP	VEHICLE MAINTENANCE	437400	430	82.57
02/12/2016	1	47006	IMPERIAL TRUCK BODY & EQUIPMEN	GENERAL SUPPLIES	424100	411	225.60
02/12/2016	1	47007	JACKSON WELDING SUPPLY	DUES, SUBSCRIPTIONS, MEMBER	442000	410	150.00
02/12/2016	1	47008	JOAN NARDOZI	VEHICLE MAINTENANCE	437400	430	446.40
02/12/2016	1	47009	JOHN MCCARTHY	GENERAL SUPPLIES	424100	430	72.15
CROSSING GDS UNIFORMS					419200	410	39.99
SECURITY DEPOSIT REFUNDS					446000	482	200.00

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date Bank Check # Payee

Fund: 01 GENERAL FUND			Description	Account	Dept	Amount
02/12/2016	1	47010	JOHN WEINSTEIN	424100	445	228.07
02/12/2016	1	47011	JORDAN TAX	436600	409	79.31
02/12/2016	1	47012#	JORDAN TAX SERVICE	436600	409	20.43
02/12/2016	1	47013	KNICKERBOCKER RUSSELL CO	436600	411	14.27
02/12/2016	1	47014	KONICA MINOLTA BUSINESS SOLUTION	437400	430	98.30
02/12/2016	1	47015	KONICA MINOLTA BUSINESS Solutio	421700	401	297.59
02/12/2016	1	47016	LEXISNEXIS RISK SOLUTIONS	421700	401	291.76
02/12/2016	1	47017#	M.E.I.T.	421700	401	343.65
			CHECK 1 47015 TOTAL FOR FUND 01:			316.80
			POLICE SOFTWARE	427300	407	167.50
			HOSPITALIZATION INSURANCE	419600	401	3,536.77
			HOSPITALIZATION INSURANCE	419600	402	981.99
			HOSPITALIZATION INSURANCE	419600	408	1,904.20
			HOSPITALIZATION INSURANCE	419600	410	21,073.26
			HOSPITALIZATION INSURANCE	419600	411	5,977.65
			HOSPITALIZATION INSURANCE	419600	413	2,886.18
			HOSPITALIZATION INSURANCE	419600	430	8,127.30
			HOSPITALIZATION INSURANCE	419600	451	1,904.20
			HOSPITALIZATION INSURANCE	419600	454	1,221.04
			CHECK 1 47017 TOTAL FOR FUND 01:			47,612.59
			AUDITING SERVICES	431100	402	4,989.50
			SECURITY DEPOSIT REFUNDS	446000	482	200.00
			REPAIRS & MAINTENANCE	437300	409	330.00
			THIRD PARTY BUILDING INSPECT	450000	413	115.00
			THIRD PARTY BUILDING INSPECT	450000	413	337.00
			CHECK 1 47021 TOTAL FOR FUND 01:			452.00
			VEHICLE MAINT/REP	437400	410	72.00
			ANIMAL CONTROL	445000	410	3,514.00

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/12/2016	1	47024	NAPA AUTO PARTS	VEHICLE MAINTENANCE	437400	430	22.32
				VEHICLE MAINTENANCE	437400	430	61.94
				CHECK 1 47024 TOTAL FOR FUND 01:			84.26
02/12/2016	1	47025	NEW PIG	STORMWATER MANAGEMENT FEE	410000	436	345.98
				STORMWATER MANAGEMENT FEE	410000	436	117.48
				STORMWATER MANAGEMENT FEE	410000	436	193.72
				CHECK 1 47025 TOTAL FOR FUND 01:			657.18
02/12/2016	1	47026	OLD DOMINION BRUSH	VEHICLE MAINTENANCE	437400	430	955.75
				VEHICLE MAINTENANCE	437400	430	2,543.09
				CHECK 1 47026 TOTAL FOR FUND 01:			3,498.84
02/12/2016	1	47027#	PA AMERICAN WATER CO.	WATER-SEWAGE	436600	409	188.68
				HYDRANT SERVICES	436300	411	2,117.24
				WATER/SEWAGE SERVICE	436600	411	42.73
				WATER/SEWAGE SERVICE	436600	430	49.97
				CHECK 1 47027 TOTAL FOR FUND 01:			2,398.62
02/12/2016	1	47028	PA DEPT OF LABOR INDUSTRY - B	CONTRACTED SERVICES	445000	409	121.00
02/12/2016	1	47029	PA ONE CALL SYSTEM INC.	DUES SUBSCRIPTIONS MEMBERSHIP	442000	413	23.78
02/12/2016	1	47030	PABCO	DUES SUBSCRIPTIONS MEMBERSHIP	442000	413	74.00
02/12/2016	1	47031	PAPERNICK & GELFSKY, P.C.	MISCELLANEOUS FEES-REFUND LIEN 2823 C	361500	000	20.00
02/12/2016	1	47032	PITTSBURGH POST-GAZETTE	ADVERTISING	434100	404	791.00
02/12/2016	1	47033	PURCHASE POWER	POSTAGE	421500	401	1,020.99
02/12/2016	1	47034	RECI	ADMINISTRATION SOFTWARE	427100	407	100.00
02/12/2016	1	47035#	ROLLIER HARDWARE INC.	REPAIRS & MAINTENANCE	437300	409	3.97
				GENERAL SUPPLIES	424100	430	2.64
				STORMWATER MANAGEMENT FEE	410000	436	8.78
				POOL MAINT/REP	437200	452	69.99
				BUILDING MAINTENANCE/REPAIR	437300	452	8.74
				BUILDING MAINTENANCE/REPAIR	437300	452	28.71
				GENERAL SUPPLIES	424100	454	3.98
				CHECK 1 47035 TOTAL FOR FUND 01:			126.81
02/12/2016	1	47036	SARASNICKS HARDWARE	GENERAL SUPPLIES	424100	430	406.71

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/12/2016	1	47048	UPMC	E A P SERVICES	425600	487	47.36
02/12/2016	1	47049	VERIZON	TELEPHONE	432100	454	42.35
02/12/2016	1	47050	VERIZON	INTERNET WIFI SERVICE	432500	454	89.99
02/12/2016	1	47051	VERIZON	TELEPHONE	432100	430	94.99
02/12/2016	1	47052	WASTE MANAGEMENT OF PITTSBURGH	CONTRACTED GARBAGE COLL. RECYCLING CONTRACT	436700 436900	427 427	39,794.40 10,142.99
				CHECK 1 47052 TOTAL FOR FUND 01:			<u>49,937.39</u>
02/12/2016	1	47053	WATCHGUARD VIDEO	VEHICLE MAINT/REP VEHICLE MAINT/REP	437400 437400	410 410	95.00 95.00
02/12/2016	1	47054	WITMER PUBLIC SAFETY GROUP	CHECK 1 47053 TOTAL FOR FUND 01: AMMUNITION & RANGE SUPPLY	423900	410	<u>190.00</u> 1,179.44
02/29/2016	1	47055#	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE GENERAL SUPPLIES	437400 424100	430 454	8.78 59.75
02/29/2016	1	47056	ALLEGHENY COUNTY	CHECK 1 47055 TOTAL FOR FUND 01: VEHICLE FUEL	423100	430	<u>68.53</u> 30.00
02/29/2016	1	47057	ANADELIA GUAJARDO	SECURITY DEPOSIT REFUNDS	446000	482	200.00
02/29/2016	1	47058	BETHEL PARK AUTOMOTIVE	VEHICLE MAINTENANCE	437400	430	143.90
02/29/2016	1	47059	BP	VEHICLE FUEL	423100	411	132.32
02/29/2016	1	47060	BUILDING PRODUCTS INC	HIGHWAY MAINTENANCE	437100	430	180.00
02/29/2016	1	47061	BUSY BEAVER BUILDING CENTERS,	REPAIRS & MAINTENANCE	437300	409	24.98
02/29/2016	1	47062	CINTAS CORPORATION	CONTRACTED SERVICES	445000	409	99.00
02/29/2016	1	47063#	COLUMBIA GAS OF PA	NATURAL GAS SERVICE NAT GAS SERVICE NAT GAS UTILITIES NAT GAS UTILITIES	436200 436200 436200 436200	409 411 430 454	1,023.83 130.33 396.84 453.13
				CHECK 1 47063 TOTAL FOR FUND 01:			<u>2,004.13</u>
02/29/2016	1	47064#	CUSTOM LEISURE WEAR INC	OFFICE SUPPLIES UNIFORM ALLOWANCE	421000 418600	401 413	70.50 48.75

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/29/2016	1	47065	DIANE M. VERI ASSOCIATES	CHECK 1 47064 TOTAL FOR FUND 01:			
				DORMONT DAY	445400	457	119.25
02/29/2016	1	47066	DORMONT PUBLIC LIBRARY	CONTRIB. TO LIBRARY	452000	456	148.80
02/29/2016	1	47067#	DUQUESNE LIGHT CO.				7,401.50
				ELECTRIC SERVICE	436100	409	303.46
				ELECTRIC SERVICE	436100	411	404.68
				ELECTRIC SERVICE	436100	430	550.43
				ELECTRIC-ST LIGHTING	436100	434	100.71
				ELECTRIC-ST LIGHTING	436100	434	19.85
				ELECTRIC SERVICE-REFRESHMENTS	436100	434	84.38
				PARK OUTDOOR ELECTRICITY	436100	452	13.06
				PARK OUTDOOR ELECTRICITY	436000	454	78.95
				PARK OUTDOOR ELECTRICITY	436000	454	31.21
				PARK OUTDOOR ELECTRICITY	436000	454	61.09
				PARK OUTDOOR ELECTRICITY	436000	454	13.99
				PARK OUTDOOR ELECTRICITY	436000	454	14.11
				ELECTRIC REC CENTER/POOL	436000	454	13.97
				ELECTRIC REC CENTER/POOL	436100	454	498.42
				ELECTRIC REC CENTER/POOL	436100	454	56.92
				CHECK 1 47067 TOTAL FOR FUND 01:			<u>2,245.23</u>
02/29/2016	1	47068#	DUQUESNE LIGHT CO.				
				ELECTRIC SERVICE	436100	409	44.72
				ELECTRIC SERVICE	436100	409	3,125.98
				ELECTRIC-ST LIGHTING	436100	434	47.63
				PARK OUTDOOR ELECTRICITY	436000	454	47.01
				CHECK 1 47068 TOTAL FOR FUND 01:			<u>3,265.34</u>
02/29/2016	1	47069#	EARTHLINK BUSINESS				
				TELEPHONE	432100	401	245.37
				TELEPHONE	432100	410	367.64
				TELEPHONE	432100	430	47.15
				TELEPHONE	432100	454	62.59
				CHECK 1 47069 TOTAL FOR FUND 01:			<u>722.75</u>
02/29/2016	1	47070	EHRlich	CONTRACTED SERVICES	445000	409	116.00
02/29/2016	1	47071	FLYNNS TIRE WHOLESale	VEHICLE MAINTENANCE	437400	430	424.74
02/29/2016	1	47072	GARY SCHEIMER	PENSION HOSPITALIZ. SUPPL	425300	487	316.29
02/29/2016	1	47073	GATEWAY ENGINEERS, INC.	ENGINEERING SVC-GENERAL	431700	408	3,475.00
02/29/2016	1	47074	GRAINGER	MAINTENANCE/REPAIRS	437300	454	23.28
02/29/2016	1	47075	GREG JOYCE	PENSION HOSPITALIZ. SUPPL	425300	487	124.04

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/29/2016	1	47076	GROFF TRACTOR & EQUIPMENT, INC	VEHICLE MAINTENANCE	437400	430	621.75
02/29/2016	1	47077#	HOME DEPOT CREDIT SERVICE	GENERAL SUPPLIES	424100	411	89.94
				SMALL TOOLS & MINOR EQUIP	426000	430	333.97
02/29/2016	1	47078	IMPERIAL TRUCK BODY & EQUIPMEN	CHECK 1 47077 TOTAL FOR FUND 01:			423.91
				VEHICLE MAINTENANCE	437400	430	576.98
02/29/2016	1	47079	INTERNATIONAL CODE COUNCIL	OFFICE SUPPLIES	421000	413	394.00
02/29/2016	1	47080	JACOBS PETROLEUM	VEHICLE FUEL	423100	430	408.45
02/29/2016	1	47081	JOHN ORCHOWSKI	PENSION HOSPITALIZ. SUPPL	425300	487	143.00
02/29/2016	1	47082	JORDAN TAX	COMMISSION LST	412000	403	149.89
02/29/2016	1	47083#	LOWES BUSINESS ACCOUNT	REPAIRS & MAINTENANCE	437300	409	17.04
				POOL MAINT/REP	437200	452	9.48
02/29/2016	1	47084	MAHER-DUESSEL	CHECK 1 47083 TOTAL FOR FUND 01:			26.52
				AUDITING SERVICES	431100	402	15,000.00
02/29/2016	1	47085	MARIE CARAGEIN	SECURITY DEPOSIT REFUNDS	446000	482	200.00
02/29/2016	1	47086	METER FEEDER	GENERAL SUPPLIES	424100	445	3,000.00
02/29/2016	1	47087	MINUTEMAN PRESS	PRINTING	434200	401	67.08
02/29/2016	1	47088	MT LEBANON OFFICE EQUIPMENT	STORMWATER MANAGEMENT FEE	410000	436	55.00
02/29/2016	1	47089	NAPA AUTO PARTS	VEHICLE MAINTENANCE	437400	430	18.17
				VEHICLE MAINTENANCE	437400	430	9.96
02/29/2016	1	47090	NORTH EASTERN UNIFORMS	CHECK 1 47089 TOTAL FOR FUND 01:			28.13
				UNIFORMS	418600	411	62.99
02/29/2016	1	47091	PA STATE ASSOCIATION OF BOROU	DUES, SUBSCRIPTIONS, MEMBER	442000	400	40.00
02/29/2016	1	47092	PITTSBURGH POST-GAZETTE	ADVERTISING	434100	404	23.30
02/29/2016	1	47093#	ROLLIER HARDWARE INC.	REPAIRS & MAINTENANCE	437300	409	1.69
				GENERAL SUPPLIES	424100	411	90.72
				GENERAL SUPPLIES	424100	411	27.37
				GENERAL SUPPLIES	424100	430	5.72
				GENERAL SUPPLIES	424100	430	16.99

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/29/2016	1	47094	RONS GARAGE, INC.	GENERAL SUPPLIES	424100	430	86.36
				GENERAL SUPPLIES	424100	430	53.25
				GENERAL SUPPLIES	424100	430	3.88
				BUILDING MAINTENANCE/REPAIR	437300	452	14.58
				CHECK 1 47093 TOTAL FOR FUND 01:			<u>300.56</u>
02/29/2016	1	47095	RUSS MCKIBBEN	VEHICLE MAINT/REPAIR	437400	411	10,382.78
				VEHICLE MAINT/REPAIR	437400	411	276.36
				CHECK 1 47094 TOTAL FOR FUND 01:			<u>10,659.14</u>
02/29/2016	1	47096	SALVATORE SAFIENZA	PENSION HOSPITALIZ. SUPPL	425300	487	350.00
				GENERAL SUPPLIES	424100	445	56.15
02/29/2016	1	47097#	SAMS CLUB	OFFICE SUPPLIES	421000	401	24.44
				GENERAL SUPPLIES	424100	409	13.52
				GENERAL SUPPLIES	424100	409	10.14
				GENERAL SUPPLIES	424100	454	31.26
				GENERAL SUPPLIES	424100	454	42.74
				CHECK 1 47097 TOTAL FOR FUND 01:			<u>122.10</u>
02/29/2016	1	47098	SHELL FLEET PLUS	VEHICLE FUEL	423100	430	810.46
02/29/2016	1	47099	SKELLY AND LOY, INC	ENGINEERING SVC-GENERAL	431700	408	4,790.00
02/29/2016	1	47100	STANDARD INSURANCE COMPANY	LIFE/DISABILITY INS	425400	487	1,929.13
02/29/2016	1	47101#	STAPLES ADVANTAGE	OFFICE SUPPLIES	421000	401	19.99
				OFFICE SUPPLIES	421000	401	88.61
				GENERAL SUPPLIES	424100	407	257.30
				GENERAL SUPPLIES	424100	409	170.98
				OFFICE SUPPLIES	421000	410	50.38
				OFFICE SUPPLIES	421000	410	184.97
				CHECK 1 47101 TOTAL FOR FUND 01:			<u>772.23</u>
02/29/2016	1	47102	THE PENNSYLVANIA STATE UNIVERSIT	TRAINING	418500	410	715.00
02/29/2016	1	47103	UNIFIRST	UNIFORMS	423800	430	134.90
				UNIFORMS	423800	430	148.90
				CHECK 1 47103 TOTAL FOR FUND 01:			<u>283.80</u>
02/29/2016	1	47104	Unifirst Corporation	GENERAL SUPPLIES	424100	409	451.53
02/29/2016	1	47105	US POSTMASTER	NEWSLETTER	434400	401	1,153.93

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/29/2016	1	47106	VALLEY TIRE CO. INC	VEHICLE MAINTENANCE	437400	430	55.00
02/29/2016	1	47107	VERIZON	TELEPHONE	432100	411	81.38
02/29/2016	1	47108#	VERIZON WIRELESS	TELEPHONE	432100	401	114.20
				INTERNET SERVICE	432500	407	160.04
				TELEPHONE	432100	410	91.17
				TELEPHONE	432100	413	57.54
				TELEPHONE	432100	430	57.54
				TELEPHONE	432100	451	57.54
				TELEPHONE	432100	454	57.54
				CHECK 1 47108 TOTAL FOR FUND 01:			<u>595.57</u>
02/29/2016	1	47109	WEX BANK	VEHICLE FUEL	423100	410	711.94
02/29/2016	1	47110	WEX BANK	VEHICLE FUEL	423100	430	255.49
02/29/2016	1	47111	WILLIAM TOMOSKY	PENSION HOSPITALIZ. SUPPL	425300	487	350.00
02/29/2016	1	47112#	WITMER PUBLIC SAFETY GROUP	AMMUNITION & RANGE SUPPLY	423900	410	1,413.93
				UNIFORMS	418600	411	52.33
				CHECK 1 47112 TOTAL FOR FUND 01:			<u>1,466.26</u>
				Total for fund 01 GENERAL FUND			457,271.52

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 08 SEWER FUND							
02/01/2016	8	1996	AMERICAN WATER	CHARGES/FEES-COLLECTION	430000	429	168.29
				CHARGES/FEES-COLLECTION	430000	429	30.00
				CHECK 8 1996 TOTAL FOR FUND 08:			198.29
02/01/2016	8	1997	JORDAN TAX	CHARGES/FEES-COLLECTION	430000	429	141.39
02/01/2016	8	1998	MILLER PIPETECH	REPAIRS/MAINTENANCE	437200	429	285.00
02/11/2016	8	1999	SHACOG	REPAIRS/MAINTENANCE	437200	429	14,000.00
				Total for fund 08 SEWER FUND			14,624.68

CHECK DISBURSEMENT REPORT FOR BOROUGH OF DORMONT
 CHECK DATE FROM 02/01/2016 - 02/29/2016
 Banks: 1, 18, 35, 8

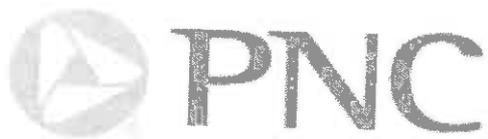
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 35 HIGHWAY AID FUND							
02/11/2016	35	1169	DUQUESNE LIGHT CO.	ELECTRIC TRAFFIC SIGNALS	436100	433	833.23
02/11/2016	35	1170	TRAFFIC SYSTEMS AND SERVICES	REPAIRS TRAFFIC SIGNALS	437400	433	224.00
02/11/2016	35	1171	VERIZON	PHONE MODEM TRAFFIC SIGNAL	432900	433	32.86

Total for fund 35 HIGHWAY AID FUND

TOTAL - ALL FUNDS

1,090.09
 472,986.29

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



Visa Procurement Card

Statement Manager Report

PNC Bank 1940

01/26/2016 to 02/25/2016

Statement Report

Amount Incl

1/29/2016	S&S Worldwide-Online 01-457-445000	\$113.46
2/5/2016	Best Buy MHT 00005868 01-407-424100	\$139.89
2/10/2016	PA State Associ 01-436-410000	\$75.00
2/10/2016	PA State Associ 01-410418000	\$50.00
2/16/2016	Oriental Trading Co 01-457-445000	\$453.14
2/17/2016	Dunkin #348529 Q35 01-401-446000	\$64.16
2/17/2016	FBI Leeda Inc 01-410-442000	\$50.00
2/17/2016	Potomac Bakery 01-401-446000	\$43.80
2/17/2016	Rackspace Email & Apps 01-436-410000	\$12.00
2/24/2016	PSATS 01-436-410000	\$100.00
	Total	\$1,101.45



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

BOROUGH OF DORMONT

dated as of

January 22th, 2016

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
ARTICLE II SERVICES	3
ARTICLE III SERVICE PROVIDER'S OBLIGATIONS	4
ARTICLE IV CUSTOMER'S OBLIGATIONS	4
ARTICLE V CHANGE ORDERS	5
ARTICLE VI TERM.....	6
ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS.....	6
ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP.....	7
ARTICLE IX CONFIDENTIAL INFORMATION.....	8
ARTICLE X REPRESENTATIONS AND WARRANTIES	9
ARTICLE XI INDEMNIFICATION.....	10
ARTICLE XII LIMITATION OF LIABILITY	11
ARTICLE XIII TERMINATION; EFFECT OF TERMINATION.....	12
ARTICLE XIV INSURANCE	13
ARTICLE XV NON-SOLICITATION.....	14
ARTICLE XVI NON-EXCLUSIVITY.....	14
ARTICLE XVII FORCE MAJEURE	14
ARTICLE XVIII MISCELLANEOUS.....	15

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of January 22nd, 2016 (the "**Effective Date**"), is by and between Jeff Ellis Management, LLC a Florida limited liability company, with offices located at 11732 Delwick Dr.; Windermere, FL 34786 (the "**Service Provider**") and Borough of Dormont, with offices located at 1444 Hillsdale Ave., Dormont, PA 15216 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

"Customer Equipment" means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

"Customer Materials" any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

"Deliverables" means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Force Majeure Event" has the meaning set forth in **Section 17.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(e)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Service Provider" has the meaning set forth in the preamble.

"Service Provider Contract Manager" has the meaning set forth in **Section 3.01(a)**.

"Service Provider Equipment" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

"Service Provider Personnel" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"Services" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"Statement of Work" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"Term" has the meaning set forth in **Article VI**.

ARTICLE II SERVICES

Section 2.01 Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties in writing.

Section 2.02 Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

**ARTICLE III
SERVICE PROVIDER'S OBLIGATIONS**

Section 3.01 The Service Provider shall:

- (a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and
- (b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:
 - (i) Customer's request pursuant to **Section 3.01(c)**; or
 - (ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;
- (c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel; before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (d) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and
- (e) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

Section 3.02 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**ARTICLE IV
CUSTOMER'S OBLIGATIONS**

Section 4.01 Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, place a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(d)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start;

(f) keep, maintain and insure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

Section 4.02 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V CHANGE ORDERS

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

Section 5.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be

bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

ARTICLE VI TERM

This Agreement shall commence as of May 28th, 2016 and shall continue until September 5th, 2016, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the receipt of written notice of a past due account.

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

Section 7.01 In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this **Article VII**.

Section 7.02 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

Section 7.03 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. At the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

Section 7.04 Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

Section 7.05 The parties agree that after the Term for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that:*

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- (b) such increases occur no more frequently than once per contract year of the Term;
and
- (c) the amount of such increase shall not exceed five percent (5%).

Section 7.06 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within fifteen (15) days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall assess a 1.5% monthly finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the receipt of written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hour advance written notice to Customer.

Section 7.07 In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

Section 7.08 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that,* in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.01 Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have

made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

Section 8.02 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

ARTICLE IX CONFIDENTIAL INFORMATION

Section 9.01 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party 1) as required by law, and/or 2) to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Section 9.02 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing

Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Section 9.03 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

Section 9.04 The parties agree that pursuant to the Right-to-Know Law, 65 P.S. 67.101, et seq., as amended, this Agreement does not constitute Confidential Information.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.01 Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 10.02 Service Provider represents and warrants to Customer that:

- (a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- (b) it shall perform the Services in compliance with all applicable laws in performance of its obligations under this Agreement;
- (c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

Section 10.03 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

ARTICLE XI INDEMNIFICATION

Section 11.01 Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the negligent, willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.02 Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider in a final judgment arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the negligent, grossly negligent or willful acts or omissions of Customer and any and all claims arising from the operation and activities at the aquatic facility beyond the scope of work and performance of Services under this contract by the Service Provider or Service Provider Personnel ; and

(b) Customer's material breach of any representation, warranty or obligation of Customer as set forth in Section 10.01 or 10.02 of this Agreement.

Section 11.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.01 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.03**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.02 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.03**, IN NO EVENT WILL SERVICE PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT OR THE APPLICABLE STATEMENT OF WORK IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 12.03 The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);

- (c) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (d) Service Provider's indemnification obligations under **Section 11.01** (Indemnification);
- (e) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (f) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (g) damages or liabilities to the extent covered by a party's insurance; and
- (h) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

ARTICLE XIII

TERMINATION; EFFECT OF TERMINATION

Section 13.01 Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

Section 13.02 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.03 Upon expiration or termination of this Agreement for any reason:

- (a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

Section 13.04 The rights and obligations of the parties set forth in this **Section 13.04** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.03, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV INSURANCE

Section 14.01 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

Section 14.02 All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) name Customer as additional insureds.

Section 14.03 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

ARTICLE XV NON-SOLICITATION

Section 15.01 During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

Section 15.02 If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XVI NON-EXCLUSIVITY

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;

- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 17.02 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

Section 17.03 The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 18.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 18.03 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Section 18.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC
Attention: Elaine Ellis-Quest
PO Box 2160
Windermere, FL 34786
Facsimile: 800-787-8950

with a copy to (which shall not constitute notice):

Akerman LLP
Attention: Rema Awad, Esq.
50 North Laura Street
Suite 3100
Jacksonville, Florida 32202
Facsimile: 904.598.3984

If to Customer:

Borough Manager
Borough of Dormont
1444 Hillside Avenue
Dormont, Pennsylvania 15216
Facsimile: 412- 561-7805

Section 18.05 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or"

is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.06 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

Section 18.07 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 18.08 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.09 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the

provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.12 This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Pennsylvania. Both parties consent to jurisdiction and venue in state and federal courts of the State of Pennsylvania.

Section 18.13 Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 18.14 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 18.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERVICE PROVIDER

JEFF ELLIS MANAGEMENT, LLC

By _____

Name: Elaine Ellis-Quest
Title: VP of Finance/Business
Date:

CUSTOMER

Borough of Dormont

By _____

Name: John Maggio
Title: Council President
Date:

STATEMENT OF WORK SERVICES AND DELIVERABLES

EXHIBIT A

Scope

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

1801 Dormont Ave.
Dormont, PA 15216

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

- f. Service Provider shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:
 - i. Organize, sanitize, make ready and otherwise prepare the front gate and/or admissions area for a timely opening according to the published aquatic facility-operating schedule mutually agreed upon by Service Provider and Customer.
 - ii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - iii. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.
 - iv. General Operation of swimming pool filtration equipment to achieve optimal water quality. Service Provider will notify Customer of any problems observed.
 - v. For dates and times identified in the Operating Schedule only, Service Provider will distribute, ready and position emergency rescue equipment for use.
- g. Service Provider shall perform the following daily operational services for said aquatic facility or facilities:
 - i. For dates and times identified in the Operating Schedule only, Service Provider will assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
 - ii. For dates and times identified in the Operating Schedule only, Service Provider will assign and schedule the lifeguards and/or attendants to provide general supervision for daily operations.
 - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
- h. Service Provider shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
 - i. Collect and remove trash from all facility trash receptacles.
 - ii. For dates and times identified in the Operating Schedule only, Service Provider will collect and store the emergency rescue equipment provided by Service provider..

- iii. Organize, sanitize, make ready and otherwise prepare the front gate and/or admissions area for a timely opening according to the published aquatic facility-operating schedule.
 - iv. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - v. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.
 - vi. General Operation and monitoring of swimming pool filtration equipment to achieve optimal water quality.
4. For dates and times identified in the Operating Schedule only, Service Provider will provide, maintain and operate the following emergency rescue equipment for said aquatic facility or facilities:
- a. Automatic External Deliberator
 - b. Supplemental Oxygen Support Unit
 - c. Bag Valve Mask
 - d. Oral Suction Device
 - e. Seal Easy Mask(s)
 - f. Rescue Tube(s)
 - g. Life Jacket(s)
 - h. Spinal Management and Extrication Board
5. Service Provider develop an Emergency Action Plan pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

Operating Schedule

- 1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
- 2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

EXHIBIT B

SERVICE FEES

Service Provider's Management Fee	\$3,000
Insurance (General Liability)	\$2,739.22
Labor	\$110,323.14
Maintenance Support	\$0
Logistical Support	\$0
Administrative Fee	\$350
Annual Consulting Agreement Total Cost	\$116,412.36

Payment Schedule

Amount Due on or before 5/1/2016	Amount Due on or before 6/1/2016	Amount Due on or before 7/1/2016	Amount Due on or before 8/1/2016
\$29,103.09	\$29,103.09	\$29,103.09	\$29,103.09

Customer agrees to deliver above installment payments by check to Service Provider's business address by the specified delivery dates as follows or by wire transfer:

Jeff Ellis Management, LLC.
 Attention: Elaine Ellis-Quest
 PO Box 2160
 Windermere, FL 34786
 (800) 742-8720

*** Pool Parties at no additional cost:
 May 31 (rain date June 6) and June 8 (no rain date) - 12:30pm to 2:30pm
 July 20: one additional hour 8:00pm to 9:00pm

EXHIBIT C

OPERATING SCHEDULE

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

May 2016	Operating Dates 28, 29 31 30	Operating Times 12PM to 8PM 4PM to 8PM 12PM to 6PM
June 2016	Operating Dates 1-3, 6-10 4, 5, 11-30	Operating Times 4PM to 8PM 12PM to 8PM
July 2016	Operating Dates 1-3, 5-31 4	Operating Times 12PM to 8PM 12PM to 6PM
August 2016	Operating Dates 1-21, 27, 28 22-26, 29-31	Operating Times 12PM to 8PM 4PM to 8PM
September 2016	Operating Dates 5 1,2 3,4	Operating Times 12 PM to 3PM 4PM to 8PM 12PM to 8PM

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



CAFARDI FERGUSON WYRICK WEIS + STOTLER llc

John H. Rushford
JRushford@cfwws.com

March 2, 2016

VIA EMAIL(bestell@boro.dormont.pa.us) AND USPS TO

Ben Estell
Borough Manager
Borough of Dormont
1444 Hillsdale Avenue Suite 10
Pittsburgh PA 15216

RE: Solicitor Engagement

Dear Mr. Estell:

This engagement letter is to set forth in writing the terms on which Cafardi Ferguson Wyrick Weis + Stotler, llc (the "Firm") has agreed to represent the Borough of Dormont (the "Client") regarding and other matters as they may arise (the "Work").

This letter describes our standard billing practices that apply to the Work, unless we otherwise agree in writing. If you have any questions concerning these practices or wish to discuss our fees and charges, please feel free to call me. We firmly believe that our clients are entitled to the highest quality legal service and should feel entirely comfortable in discussing our relationship with them at any time.

The following provisions relate to fees, costs and expenses to be paid to the Firm for the Work. We will charge a monthly retainer of five hundred dollars (\$500.00). This will cover attendance at agenda and regular meetings as well as routine phone calls.

We also charge fees for our services on the basis of the hours, or increments of an hour, devoted to the Work by the legal personnel performing the services. My current hourly rate is ninety-five dollars (\$95.00) an hour. When feasible, we will endeavor to have tasks performed by attorneys at lower hourly rates.

You agree to pay the Firm promptly as billed for all fees, costs and expenses incurred by the Firm in connection with the Work. At the Firm's request, the Client shall make payment directly to the vendor on account of costs and expenses ("Costs") incurred on behalf of the Client and the Client agrees to make payment promptly upon the receipt of billings from any vendors with respect thereto. The Firm will not advance any Costs such as filing fees, expert costs or transcript costs in excess of \$350. In certain larger matters where there will be sizeable Costs, the Firm may ask the Client to escrow or advance monies to cover these Costs before they are incurred. The Firm will not charge for nor itemize certain Costs such as normal long distance charges, facsimile charges or photocopying copying except to the extent they are out of the ordinary and/or excessive. In such event, these Costs will be itemized in your monthly invoice.

2605 Nicholson Road Suite 2101 Sewickley PA 15143 T 412.515.8900 F 412.515.8901



The Firm will provide the Client with a detailed invoice of fees for services rendered and Costs incurred during each month. Invoices will be provided as soon as possible following the end of each month. Payment is due within twenty-one (21) days of the date of our invoice. Where the Client does not pay promptly, we reserve the right to charge interest at the rate of one percent (1%) per month, compounded, on statements not paid within twenty-one (21) days of the invoice date. In the unfortunate event that we are required to incur costs in connection with collecting any invoices, the Client agrees to be responsible for those costs, including reasonable attorney's fees.

The Borough of Dormont has the right to terminate its relationship with the Firm at any time. In the event of such termination, the Firm will attempt to minimize any costs or disadvantages to the Client that would be associated with a transition to new counsel. If the engagement is terminated by either the Firm or the Client, the Client shall be responsible for paying our fees and Costs through both the date of termination and during the additional period after termination when asked to assist in your making arrangements for new counsel as well as other fees and Costs associated with transferring the work to your new counsel.

We routinely use electronic mail to communicate and exchange documents and information related to the legal services provided. Generally, e-mail is an accepted form of communication and even if intercepted is protected by the Attorney Client Privilege. However, there is no absolute certainty that electronic communication, particularly unencrypted communication, will not be intercepted, inadvertently sent, or read by a third party. You may request or we may suggest other means of communicating certain confidential information such as personnel information or settlement strategies. If you do not want e-mail to be used during the Firm's representation of You, please provide instructions on how you wish communication to be structured.

We appreciate the opportunity to be of service to you. Please confirm your acceptance of this arrangement by signing a copy of this letter where indicated below and returning it to me, together with the requested retainer, if any. Please retain a signed copy of this letter for your records.

If you have any questions or comments with regard to anything set forth above, please do not hesitate to contact me.

Very truly yours,

Cafardi Ferguson Wyrick Weis + Stotler llc

By: John H. Rushford
/kb



Borough of Dormont
March 3, 2016
Page 3

The undersigned, intending that he/she be legally bound hereby, has READ, ACCEPTS and AGREES to the terms of this letter, by signing where indicated below.

BOROUGH OF DORMONT

BY: BEN ESTELL, BOROUGH MANAGER

DATE

