

Borough of Ben Avon
7101 Church Avenue, Ben Avon, Pennsylvania 15202
Regular Meeting of Council – September 19, 2017
Minutes

Call to Order

Council President Earl Bohn called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Council Members Present

Russell Kuehner, Michael Wrbas, Richard White, Earl Bohn, Phil Brind'Amour, Brad Cole, Ken Opipery

Council Members Absent

Others Present

Robert Jones, Mayor
John Stranahan, Esq., Assistant Solicitor
Lisa Cronin, Secretary
Dale Regrut, Public Works Foreman
Gary Buckman, Assistant Chief, Ben Avon Volunteer Fire Department
Norbert Micklos, Chief, Ohio Township Police Department

Public Participation

Matthew Spatholt at 7215 McCurdy Place addressed council regarding the vacant lot across the street from him at 7216 McCurdy Place and the overgrowth of weeds and trees as well as sightings of rodents (rats and cats) and asked council for help in getting the property owner to address the ordinance violation(s). Mr. Wrbas told Mr. Spatholt that letters were already sent from the borough office asking the owner to address the violation(s) and if in thirty (30) days, the violations have not been addressed, the borough's code enforcement officer would be asked to send a violation(s) notice. Mr. Opipery told Mr. Spatholt that this is not an easy issue for the borough to get resolved and if it is addressed and corrected by the property owner, it usually takes twice the amount of time and his patience will be tested. Mr. Bohn asked if the other property owners might be interested in collectively purchasing and dividing the lot and Mr. Spatholt said that they might depending on the price. Mr. White directed the borough secretary to contact the Allegheny County Health Department regarding the rodent problems since that is handled by the county and not the borough.

Approval of Minutes

Motion: Mr. White; Second: Mr. Wrbas; Motion carried by unanimous voice vote to approve the minutes of the August 15, 2017 council meeting amended for typographical errors.

Financial Report - Report given by Richard White

Motion: Mr. White; Second: Mr. Brind'Amour; Motion carried by unanimous voice vote to approve the financials presented to council.

Motion: Mr. Opipery; Second: Mr. Wrbas: Motion carried by unanimous voice vote to approve the two (2) August 2017 accounts payable reports as presented, authorizing payments of \$123,618.34 from the general account. Mr. Opipery reconfirmed the Capital expenses that were approved and are in council packets as being: Mele & Mele: \$107,431.91 which represents the final payment for the 2017 Street Paving Program. Payment is only to be released once the Maintenance Bond is received in the office; K. L. Johnson: \$8,365.05 for the Fire Station Facade Repairs; Frontier Contractors for \$15,801.52 for work on the roof of the Fire Station.

Administration Report – *Report given by Co–Chair, Richard White*

Mr. White stated the planning for the borough’s 2018 operating budget will start next month. If anyone has project(s), let him know. The borough needs to present and advertise the proposed budget in November and approve in December. In an effort to continue toward going green and administrative efficiencies, the borough will transition as many bills as possible to auto pay and electronic payments administered by the borough bookkeeper and/or secretary.

Motion: Mr. White; Second: Mr. Brind’Amour: Motion carried by unanimous voice vote to have the borough’s Halloween Trick or Treat on Tuesday, October 31 from 6 p.m. to 8 p.m.

The annual Halloween parade will be Saturday, October 28 beginning at noon at Dickson Avenue and Church Avenue and proceeding to the Ben Avon Volunteer Fire Fighters building. Hot dogs, drinks and candy will be provided by Borough of Ben Avon and distributed by the volunteer fire fighters and their families.

Public Works / Building and Property Report – *Report given by Chair, Ken Opipery*

Mr. Opipery reported that he is working with Gateway Engineers and the Public Works Department in meeting state and federal requirements for Storm Water/Sewers/Permits/Flow Isolation Studies, etc. These are ongoing compliance requirements for the and the borough is doing everything to stay compliant. Mr. Opipery also stated that the 2018 Street Paving Project will be extensive and the work to be done by the utilities should be completed in the spring allowing the borough to begin paving in the summer.

Public Safety/Code Enforcement – *No Report*

Public Affairs – *No Report*

Mayor’s Report – *Report given by Bob Jones*

The Mayor said the new signs for “No Jake Brakes” were received and installed by Public Works Foreman, Dale Regrut and thanked council for purchasing them.

Police Chief’s Report – *No Report*

Fire Chief’s Report – *Report given by Gary Buckman, Assistant Chief; Ben Avon Volunteer Fire Department*

Ben Avon’s Volunteer Fire Department was awarded a FEMA Grant in the amount of \$35,000.00 for a truck exhaust system to be installed in the fire hall building.

Tri-Borough Joint Planning Commission Report – No Report

Solicitor’s Report – No Report

New Business

Motion: Mr. Cole; Second: Mr. Brind’Amour; Motion carried by unanimous voice vote to advertise Ordinance No. 781 to adopt Act 172, the Active Volunteer Firefighter/EMS Tax Credit. Once the Ordinance is passed, council will draft a Resolution allowing a yearly \$300.00 tax credit with a minimum of fifty (50) hours of service.

President Earl Bohn, accepted and presented a letter and affidavit to council from council member Michael Wrbas explaining his relationship with KeyCorp and its subsidiaries. Attachment A and Attachment B.

Old Business

Motion: Mr. White; Second: Mr. Cole; Motion carried by unanimous voice vote to adopt Resolution No. 2017-05 approving Articles of Amendment to extend the life of the Avonworth Community Authority by fifty (50) years as permitted under the Municipality Authorities Act.

Motion: Mr. White; Second: Mr. Wrbas; Motion carried by unanimous voice vote to approve \$3,300.00 to the Quaker Valley COG for the borough’s 2017 annual membership fee. Mr. Bohn volunteered to be the QBCOG delegate for the borough.

Mr. Opipery was asked to get professional consulting on the borough building and fire hall structures. A proposal from LLI Engineering was submitted to the Public Works Foreman, Dale Regrut, today, to provide Consulting Engineering services to perform building evaluations on the Ben Avon Borough Building and the Volunteer Fire Department Building for the purpose of identifying, prioritizing and planning professional cost(s) for potential capital improvements budgeting. Attachment C. Mr. Opipery stated he was not in favor of spending \$2,500.00 per building at a total cost of \$5,000.00 for this consultation at this time. Mr. Bohn recommended that this be tabled so all individual council members to review proposal.

Adjournment

Motion: Mr. White; Second: Mr. Wrbas; Motion carried by unanimous voice vote to adjourn the meeting at 7:58 p.m.

Respectfully submitted,
Lisa Cronin,
Borough Secretary

Attachment A

August 23, 2017

**Earl Bohn, President
Ben Avon Borough Council
7315 Perrysville Avenue
Pittsburgh, PA 15202**


Re: Michael A. Wrbas

Dear Mr. Bohn:

Please find attached an affidavit explaining my relationship with KeyCorp and its subsidiaries. I understand that this relationship will not prevent me from serving on the Ben Avon Borough Council for the Borough of Ben Avon. Nevertheless, I want to make certain that I disclose my interest publicly. Please have the attached affidavit entered as a matter of record in the minutes and transcripts at the beginning of the next meeting of the Ben Avon Borough Council. I also request that any materials related to KeyCorp and its affiliates not be distributed to me.

I greatly value the opportunity to serve and will do so while abiding by the highest ethical standards.

Very Truly Yours,



Michael A. Wrbas

cc: **Anne Sweeney, Esquire
Brimmeier & Associates
1004 McKnight Park Drive
Pittsburgh, PA 15237**

Attachment B

AFFIDAVIT

STATE OF PENNSYLVANIA

:

: SS

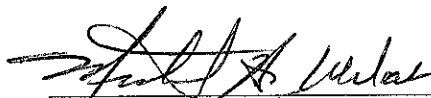
COUNTY OF ALLEGHENY

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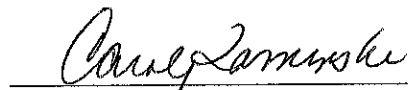
I, **Michael A. Wrbas**, having been duly cautioned and sworn hereby state the following based upon personal knowledge:

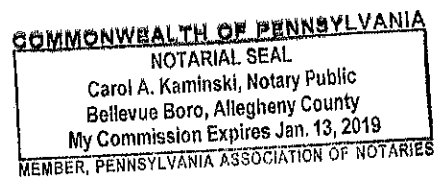
1. I am a member of the Ben Avon Borough Council with the Borough of Ben Avon.
2. I am also an employee of KeyBank National Association and serve as a Vice President/Branch Manager.
3. KeyBank and KeyBanc Capital Markets Inc. ("KBCM") are each subsidiaries of KeyCorp.
4. I am not an officer or employee of KeyCorp.
5. I own stock in KeyCorp, which represents less than .1% of the outstanding shares of that company.
6. In connection with my commencement of service on Ben Avon Borough Council, I am providing notice of my association with KeyBank, and plan to withdraw from all decisions and deliberations related in any manner to matters related to my employer.

FURTHER AFFIANT SAYETH NAUGHT.


Michael A. Wrbas

Sworn to before me and subscribed in my presence this 23rd day of August, 2017.


Notary Public



September 19, 2017

Mr. Dale Regrut
Ben Avon Borough
Director of Public Works
7101 Church Avenue
Pittsburgh, PA 15202

**SUBJECT: Ben Avon Borough Building and Volunteer Fire Department Building
Building Evaluation and Report
LLI Proposal No. 20170149**

Dear Mr. Regrut,

This letter and its attachments constitute our proposal and agreement to provide Consulting Engineering Services to perform a building evaluation and report on the subject properties –per your phone conversations with Jamie White, Principal of LLI Engineering, Inc.

SCOPE OF SERVICES

7101 Church Avenue - Borough Building

LLI Engineering will provide a building evaluation report. Tasks envisioned to perform this study include, but are not limited to:

- Site visit to observe the following:
 1. Site – Observation of existing conditions
 2. Structure – roof, walls, foundation, doors and windows
 3. Architecture – Doors, windows, roof, condition of ceilings, condition of walls, condition of floors, restrooms, code compliance, and ADA compliance.
 4. HVAC Systems including any heating and air conditioning units and visible ductwork and piping.
 5. Plumbing including water entrance, gas entrance, restrooms and fixtures, and visible piping
 6. Electrical – including electric entrance, electrical panel (circuit breakers or fuses) and visible outlets and wire.

DELIVERABLE

LLI will produce a Building Evaluation Report including the following:

1. Specific issues related to current and future problems of architecture, structure, HVAC, plumbing and electrical.
2. Age and life expectancy of HVAC, Plumbing and Electrical systems
3. Opinions of issues and means to correct issues.

FEE for Borough Building

Based on our understanding of the above Scope of Services and Schedule, we will provide our services on a Lump Sum basis in the amount of **\$2,750.00 for this building only**. Services will not be provided beyond this amount without prior written approval.

7229 Church Avenue - Volunteer Fire Department

LLI Engineering will provide a building evaluation report. Tasks envisioned to perform this study include, but are not limited to:

- Site visit to observe the following:
 1. Site – Observation of existing conditions
 2. Structure – roof, walls, foundation, doors and windows
 3. Architecture – Doors, windows, roof, condition of ceilings, condition of walls, condition of floors, restrooms, code compliance, and ADA compliance.
 4. HVAC Systems including any heating and air conditioning units and visible ductwork and piping.
 5. Plumbing including water entrance, gas entrance, restrooms and fixtures, and visible piping
 6. Electrical – including electric entrance, electrical panel (circuit breakers or fuses) and visible outlets and wire.

DELIVERABLE

LLI will produce a Building Evaluation Report including the following:

1. Specific issues related to current and future problems of architecture, structure, HVAC, plumbing and electrical.
2. Age and life expectancy of HVAC, Plumbing and Electrical systems
3. Opinions of issues and means to correct issues.

FEE for Volunteer Fire Department

Based on our understanding of the above Scope of Services and Schedule, we will provide our services on a Lump Sum basis in the amount of **\$2,750.00 for this building only**. Services will not be provided beyond this amount without prior written approval.

TOTAL FEE FOR BOTH SITES

Based on our understanding of the above Scope of Services and Schedule, we will provide our services on a Lump Sum basis in the amount of **\$5,000.00 if both sites are to be evaluated (a discount of \$500.00)**. Services will not be provided beyond this amount without prior written approval.

SCHEDULE

- LLI anticipates 2-3 weeks to complete the report after our release.

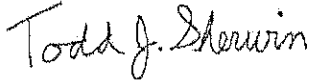
GENERAL CONDITIONS

- See attached "Standard General Conditions".

Please return an executed original of this agreement for our file. The other original is for your records. We thank you for the opportunity to provide these services. Should you have any questions, please contact me at your convenience.

Sincerely,

LLI ENGINEERING, INC.



Todd J. Sherwin, PE
Project Manager/Mechanical Engineer

ACCEPTED FOR Ben Avon Borough

By: _____ Date: _____
AUTHORIZED REPRESENTATIVE

Printed Name & Title: _____

STANDARD GENERAL CONDITIONS

Adapted from AIA Document B101 "Standard Form of Agreement between Owner and Architect"

1. **THE AGREEMENT:** This AGREEMENT is made by and between LLI Engineering, Inc., hereinafter referred to as ENGINEER, and the client named in the attached proposal, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL, and any exhibits or attachments noted in the PROPOSAL. Together, these elements represent the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing by both parties.
2. **INVOICING AND PAYMENT:** Invoicing will be on a monthly basis with payment due in full within thirty (30) days. Interest will be charged at 1% per month on amounts which are past due more than sixty (60) days from the date of invoice.
3. **CLIENT'S RESPONSIBILITIES:** CLIENT shall: provide all criteria and full information as to CLIENT's requirements for the Project; designate a person to act with authority on the CLIENT's behalf in respect to all aspects of the Project; examine and respond promptly to ENGINEER's submissions; give prompt, written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the work; and furnish additional data and reports as may be necessary for the performance of services on the project.
4. **REUSE OF DOCUMENTS:** All documents including Drawings, Specifications, Reports, etc., prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service. ENGINEER shall retain ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.
5. **OPINIONS OF COST:** It is recognized that neither the ENGINEER nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER.
6. **REPRESENTATIONS RELATING TO WORK PERFORMED:** The services provided as part of this agreement shall be performed in a professional manner consistent with the Profession's normal "Standard of Care".
7. **ASSIGNMENT AND TERMINATION:** This agreement may not be transferred or assigned without the written consent of both parties. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid on a time-and-expense basis for all services rendered to the date of termination plus termination expenses.
8. **CONTROLLING LAW:** This Agreement is to be governed by the law of the principal place of business of ENGINEER.
9. **RESPONSIBILITY OF CONTRACTOR:** The ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The ENGINEER shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The ENGINEER shall not have control over or charge of acts or omissions of the Contractor, subcontractors or their agents or employees, or of any other persons performing portions of the Work.
10. **HAZARDOUS MATERIALS/TOXIC SUBSTANCES:** The ENGINEER shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
11. **DISPUTE RESOLUTION:** Mediation: The parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless mutually agreed otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim,
12. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, the Client agrees to limit the liability of LLI Engineering, Inc. for the Client's damages to the fee collected by LLI Engineering, Inc. This limitation shall apply regardless of the cause of action or legal theory applied or asserted.