



## MEMORANDUM

**Date:** February 21, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Fixed Asset Appraisal

---

### Background:

One of the items that have been noted by our auditors is that we have not had an update of the value of our fixed assets in a number of years. They noted that again to me while conducting this year's audit and it is possible it will show up in their Management Letter when the audit is issued at the end of March. Fixed assets are defined as: "assets and property that cannot be easily turned into cash." Our fixed assets include our facilities and much of the equipment in or at those facilities. Such things as the pavilions at Dormont Park or the Basketball Courts at Beggs Snyder Park would be included in our fixed assets.

### Discussion:

I contacted a local Pittsburgh area company who specializes in governmental fixed asset appraisals and received the attached quotation from them to perform such an appraisal for the Borough. Accountable Assets, Inc. has been in business for 15 years. The services provided in their quote will bring us into full compliance with the Governmental Accounting Standards Board's Rule 34. They will also provide us with an insurance appraisal report for all items valued over \$50. This can be used to ensure that we have the proper property insurance coverage for the Borough. The total cost for both of these appraisals is \$4,200.

Pursuant to our Purchasing Policy, professional services such as this that are under \$18,900 would not require us to go to a formal bid procedure. Since funding for this was not added to our FY 2013 Budget, I would suggest that the funding be taken from the Contingency Line Item of the Budget. We can update our appraisal should we choose for the following five years at a cost of \$440 per year. I will add this to next year's budget if we choose to update the appraisal.

Recommendation:

I recommend that Council authorize me to enter into an agreement with Accountable Assets, Inc. not to exceed \$4,200 to perform a fixed asset audit for accounting and insurance purposes.

JN

Cc: Sherri Pruce, Bookkeeper

## **BRIEF HISTORY**

Accountable Assets, Inc. has been doing business with government agencies e.g. school districts, boroughs, townships, cities, and the U.S. Senate for over 15 years. During those years Accountable Assets, Inc. has made an impact in the way the appraisal industry compiles the insurance appraisal reports. Accountable Assets, Inc. has been given praise from many insurance underwriters for the reports having great detail and summaries sorted by known insurance codes used by underwriters.

## **HEADQUARTERS**

The company headquarters is located in Pittsburgh, PA. All our service staff are highly qualified with many years of service in their field of appraisal & valuation services expertise.

## **COMPANY BACKGROUND, OFFICE PROFILE**

Accountable Assets, Inc. is a Pittsburgh based commercial appraisal firm founded in July of 1996. Accountable Assets, Inc. provides it's clients with an unbiased, updated, and certified appraisal report of client owned assets. The purpose of the operation of the company is to provide clients with an insurance ready fixed asset ledger of all equipment and structural analysis of the site. A report rendered by Accountable Assets, Inc. includes, but is not limited to, a complete listing of equipment broken down by building, room, and asset code with full description, including replacement cost, depreciated replacement cost, acquisition date, historical cost, and useful life as set forth by the U.S. Department of Treasury. Accountable Assets, Inc. can also place asset identification tags on items. All the clients fixed asset appraisal reports are customized to their individual needs.

The three primary employees assigned to the Dormont Borough are:

### Todd E. Ussack (Project Manager):

Mr. Ussack has 20 years experience in the fixed asset appraisal field, with 13 of those years as a project manager. Prior to working for AAI, from 1991 to 1996 Mr. Ussack worked for a Pennsylvania based appraisal company performing approximately 1050 fixed asset appraisals for government agencies. Mr. Ussack also has been involved in the construction of commercial buildings for 7 years with DJL, Inc. Mr. Ussack received a certificate in blueprint reading and constructional cost analysis from the Community College of Allegheny County. Mr. Ussack received a Bachelor of Arts degree in Business Administration from Washington & Jefferson College.

### David C. Bergman (Field Supervisor/Project Manager):

Mr. Bergman has 17 years experience in the fixed asset appraisal field with 9 of those years as a project manager. Prior to coming to AAI, Mr. Bergman worked for a PA based appraisal firm from 1994 to 1996. While there, Mr. Bergman approximately 980 fixed asset appraisals for government agencies. Mr. Bergman also worked for 2 years as a land and topographical surveyor in Fort Worth, Texas. Mr. Bergman has a Bachelor of Science in Finance from the University of Pittsburgh.

David Gramc (Office Accountant):

Mr. Gramc has 12 years experience in the fixed appraisal field. Prior to working for AAI, Mr. Gramc performed approximately 210 fixed asset appraisals for government agencies, while working for another accounting /appraisal firm. Mr. Gramc is a registered CPA. Mr. Gramc received a Bachelor of Science degree in Finance from Duquesne University.

Accountable Assets, Inc. service facility has over 1400 sqft. of office space consisting of data entry, database management and computer related, management personnel.

**a. INDUSTRY/PROFESSIONAL**

Accountable Assets, Inc. meets and even exceeds the requirements set forth by the Generally Accepted Accounting Principles (GAAP) and GASB statement financial reporting for capital asset and depreciations. Many auditors after reviewing the fixed asset appraisal reports generated by Accountable Assets, Inc. and dealing with the knowledgeable staff will recommend that their clients only have Accountable Assets, Inc. conduct the fixed asset appraisals. In the insurance industry Accountable Assets, Inc. to date is the only company to organize the asset using the field data of insurance codes used to set the property schedule of values.

**ACCOUNTABLE ASSETS, INC.  
280 PERRY ROAD  
PERRYOPOLIS, PA 15473**

**APPRAISAL AGREEMENT**

Accountable Assets, Inc. hereby proposes to provide a Fixed Asset Appraisal services for:

---

*Jeff Naftal, Borough Manager*

Borough of Dormont  
1444 Hillsdale Avenue  
Dormont, PA 15216  
(P) 412-561-8900

**I. PROVISIONS AND SCOPE OF APPRAISAL**

The appraisal reports and services are to consist of on-site consultation, data collection, inventory, valuation, and cost analysis of the fixed assets of Dormont Borough for the purpose of preparing a tabulated schedule of assets including a depreciation study related to actual or estimated year of acquisition cost. Accountable Assets, Inc. will determine replacement costs for all insurable assets. An opinion of the current insurance values of the buildings and equipment will be provided.

The fixed assets to be identified and recorded will include selected buildings/structures, fixed and movable equipment.

**II. INVENTORY AND APPRAISAL PROVISIONS**

The data for the proposed property insurance appraisal valuation report will be developed by physical inspection, inventory and cost analysis of all applicable assets.

- A. Buildings- The buildings will be valued as a unit-in-place for cost accounting and insurance valuation purposes reflecting specific data elements relating to dates of construction or acquisition, original cost allocation, square footage, useful life, and reproduction cost new. Building component classifications will be comprised of General construction, Plumbing, Heating/ Air Conditioning/ Ventilating, Electrical, Sprinkler System, Roofing and Fixed Equipment allocations.
- B. Site Improvements- The site improvements will consist of : Lighting, Fencing, Signs, Parking Lots, Sidewalks, Curbs, Retaining Walls, Property in the Open, Restrooms, Storage, Etc.

C. Movable Equipment- Movable equipment will be inventoried on a building, floor, departmental and room by room basis and will be segregated by asset class and between general fixed assets moveable equipment and other moveable equipment.

1. General Fixed Assets will generally include individual items with a replacement cost exceeding a set amount applicable to insurance and a useful life of one or more years. Certain items / systems below the unit cost standard that may warrant special property and cost control will be considered Critical Control assets or Technology Equipment. Such items ( CPU's, Printers, Monitors) may designated " Technology Equipment" in advance of commencement of the inventory.
2. The remaining movable equipment, designated as other movable equipment, will be inventoried on a room by room basis, grouped and valued by asset class. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed by asset type for each location segregation.

### III. REPORT PRESENTATION

The property insurance appraisal valuation report presentation will include all fixed asset classifications currently scheduled or pre-designated by Dormont Borough and will essentially be prepared in conformance with Accountable Assets, Inc. property insurance appraisal report.

A. The report to be provided will include:

Buildings/Structure Details	Recapitulation Summary by Asset Code
Certificate of Values	Master Detailed Report of Equipment
Departmental Schedule	A supplemental Sequential Asset
Insurance Valuation Summary	Totals by Insurance Codes

B. The Master Detailed Report will include the following data:

Building identification, Floor/Room/Area Code, Department Code, Asset Class Code, Item Identification Number, Quantity, Description, Acquisition Date, Useful life, Replacement Cost New, Acquisition Cost, Accumulated Depreciation, Annual Depreciation, Fund/Function Code, Sound Insurable Value

#### Reports may be customized to meet the needs of Dormont Borough

**1. Asset Identification Number:**

Item identifications numbers will be computer assigned and reflected in the final report.

**2. Acquisition Date and Cost:**

The dates of acquisition and acquisition costs will be developed by the appraisal staff through the use of data furnished by Dormont Borough and/or through the utilization of reverse trending indices applied against current replacement cost calculations.

**3. Useful Life:**

The useful Life schedule for fixed assets will conform to schedules and standards predetermined and authorized for use by Dormont Borough. The guidelines offered for consideration on property insurance appraisal implementation or to the Useful Life schedule.

**4. Vehicles**

Licensed vehicles will be included in the property insurance appraisal based on information to be supplied by Dormont Borough. Vehicles will be reported with Vehicle Description, Manufacturer, Model, Vehicle Identification Number (VIN), Cost and Year Acquired.

**5. Fund/Function Code:**

Fund and Function Coding, determined and agreed upon in advance of the fieldwork, will be assigned in the field based on item location. In the absence of specific coding instructions, the items will be classified as Function, Instructional / Fund, General or Function, Enterprise Fund.

**6. Microsoft Excel Data File (Optional)**

Presented as an option, is the Microsoft Excel Data File. Accountable Assets, Inc. (Excel File) spreadsheet is developed from the Microsoft Access Database file used in producing the appraisal report. Data elements reflected on the property insurance appraisal report are included in the spreadsheet.

**IV. ANNUAL SERVICES OPTIONAL**

Accountable Assets, Inc. will provide annual maintenance service for both the updating of the property insurance appraisal report values.

**A. Fixed Asset Report Updating**

Accountable Assets, Inc. offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions, and transfers that have been reported to Accountable Assets, Inc. for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.

- \*Sequential Asset Number report
- \*Current Year Capital Additions by Building
- \*Current Year Deletions by Buildings

**B. Insurable Values Updating**

A report of updated insurable values will include a new property insurance appraisal summary reflecting the current Cost of Replacement New and Sound Insurable Value of the buildings and equipment.

**V. PROFESSIONAL APPRAISAL FEES**

The fee requirements for the proposed inventory and appraisal work are indicated below:

**BASIC SERVICE**

Inventory and Appraisal of fixed assets for insurance purpose	\$4,200
---	---------

INITIAL/DATE \_\_\_\_\_

**ANNUAL SERVICE**

Annual Fixed Asset Valuation for accounting purposes and property  
Insurance appraisal \$440/YR  
( for a 5 year period beginning in the year 2013 )

Microsoft Excel Data File and/or ACCESS database file **NO CHARGE**

FEES ARE **INCLUSIVE** OF ALL TRAVEL RELATED EXPENSES

THE FEES QUOTED ABOVE FOR SERVICES TO BE PROVIDED CURRENTLY WILL BE PROGRESSIVELY BILLED AS FOLLOWS:

**THIS APPRAISAL IS TO BE DONE IN THE YEAR 2013. THE PRICES QUOTED ARE VALID THROUGH OUT THE 2013 YEAR.**

**50% OF TOTAL SERVICE FEE DUE UPON COMPLETION OF FIELDWORK.**

**THE REMAINING BALANCE DUE UPON DELIVERY OF THE COMPLETED APPRAISAL REPORT.**

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

**VI. CONDITIONS**

It is understood and agreed that certain assets will not be verified by inventory or otherwise valued; such items to include landscaping, supplies, books, valuable papers, software, artwork, artifacts, museum or collection items, intangibles and licensed vehicles. The above items may be included in the report if the information is supplied by Dormont Borough prior to the completion of the field survey.

If there are inquiries concerning the inclusion or exclusion of items not covered by the appraisal, or the valuations set forth in the appraisal, such inquires must be transmitted in writing to Accountable Assets, Inc. no later than 60 days after receipt of the appraisal. If no written inquires are transmitted within the stipulated period, the complete appraisal and valuation set forth therein shall be deemed to have been accepted.

Neither party to this contract is bound by any promise, term or condition, either oral or written, not incorporated in this instrument.

**SUBMITTED THIS**

15<sup>th</sup> Day of January, 2013

**Accountable Assets  
Perryopolis, Pennsylvania**

**Per:** \_\_\_\_\_

**ACCEPTED:**

**Dormont Borough  
Dormont, PA**

**Per:** \_\_\_\_\_

**Please Sign Here**

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

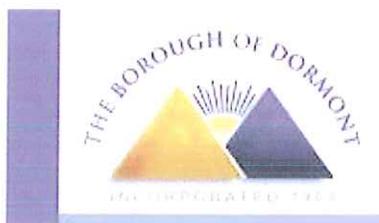
**SERVICE PROVISIONS (Please Initial Acceptance):**

Annual Fixed Asset Valuation for accounting purposes and property  
Insurance appraisal  
( for a 5 year period beginning in the year 2013 ) \_\_\_\_\_

Microsoft Excel Data File and/or ACCESS database file \_\_\_\_\_

## BUILDING/STRUCTURE LIST

1. Municipal Building
2. Dormont Pool
3. Parks
  - (1) Dormont Park
  - (2) Begg Snyder
4. Outdoor- structural and items in the open
  - (1) Walking Trails-
  - (2) Baseball Fields, Soccer Fields, Picnic Shelters
  - (3) Playgrounds-Sprinklers
  - (4) Restroom Facilities, Concession Stands, Tennis Courts, Basketball Courts



## MEMORANDUM

**Date:** February 20, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Hiring of Clerk/Receptionist

---

### Background:

In January, I had to let one of our two Clerk/Receptionists go during her probationary period. I immediately advertised the position and then quickly began scheduling interviews with some of the top candidates from the over 200 resumes received.

### Discussion:

I interviewed eight candidates initially, and then along with the Clerk Supervisor interviewed the top 3 of those. One candidate, Ms. Abbey Hoetzlein, impressed both of us with her eagerness to work for the Borough. As you can see from the attached resume, she has a varied background. When we interviewed Ms. Hoetzlein, her personality was very outgoing and I believe she will be a good fit for the Borough.

Her salary would be the same as for the outgoing Clerk/Receptionist, \$24,688.94 and since she could start with only two weeks notice I had her start on Monday, February 18, 2013. That allowed me to fill the position with only a minimal gap in staffing and no impact on service to the public.

### Recommendation:

I recommend that Council approve the hiring of Ms. Abbey Hoetzlein at a salary of \$24,688.94.

JN

Attachment

Jeffrey Naftal

From: Abbey Hoetzlein [REDACTED]  
Sent: Monday, January 21, 2013 6:59 PM  
To: Jeffrey Naftal  
Subject: Abbey Hoetzlein Resume (Clerk/Receptionist)

Abbey Hoetzlein

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Qualities**

Hard working, patient, honest, communicates well with others, eager and willing to learn.

**Education**

Baldwin high School  
653 Clairton Boulevard  
Pittsburgh, PA 15236  
Graduated in June of 09 - General studies

**Experience**

Toddler Teacher, 07/12 – Currently employed

Kingdom Care Learning Center  
138 Hickory Grade Road  
Bridgeville, PA 15017  
412) 220-7197

Working as a Teacher for the two year old group I was responsible for:

- Creating fun and educational lesson plans
- Documenting actions and of each child in their portfolios for parental viewing
- Caring for each child and providing a comfortable and safe environment
- Completing all diapering procedures and proper sanitation
- Cleaning up after the children

Toddler Teacher, 10/11 – 05/12

Gender Care Learning Center  
Weyman Plaza  
Weyman Road  
Pittsburgh, PA 15236  
412) 881-6720

Working as a Teacher for the transitional preschool group I was responsible for:

- Creating fun and educational lesson plans
- Documenting actions and of each child in their portfolios for parental viewing
- Caring for each child and providing a comfortable and safe environment
- Completing all diapering procedures and proper sanitation
- Cleaning up after the children
- Reporting all information to each parent concerning the child's day

Dental Assistant, 11/09 - 03/11

Dr. William Zammerilla  
76 Old Clairton Road  
Pittsburgh, PA 15236  
412) 653-1115

Working as a dental assistant I had many responsibilities including:

- Assisting the dentist during procedures
- Recording all information regarding patients' visits in their charts

- Completing proper sanitation
- Answering any questions or concerns of the patient
- Maintaining the office with a daily routine cleaning
- Answering phone calls
- Scheduling patient appointments

Dog groomer assistant, 10/10 – 03/11

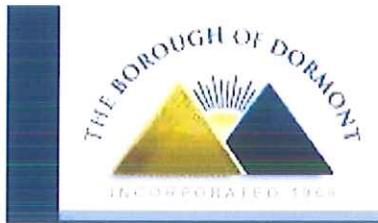
Woody's Dog Wash and Boutique  
5843 Brownsville Road  
Pittsburgh, PA 15236  
(412) 714-4644

- Prepped the dogs for the groomer
- Assisted the groomer
- Scheduled appointments
- Answered phone calls

Cashier, 06/09 - 02/10

Trax Farm  
528 Trax Road  
Finleyville, PA 15332  
(412) 835-3246

- Ran a cash register
- Balanced a cash register
- Provided service to customers
- Answered phone calls



## MEMORANDUM

**Date:** February 22, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Agreement for GIS and Drafting Services

---

### Background:

In the FY 2013 Budget, Council authorized bringing engineering services in-house through the hiring of a Borough Engineer. That was accomplished with the hiring of Mr. Wayne McVicar. At the same time, Council authorized \$35,000 in the budget for other engineering services. This would be for services that I felt would be better handled by someone other than our in-house engineer. The first such service is GIS/drafting work.

### Discussion:

Because we do not have any GIS software (such as ARC/GIS) or drafting software (such as AUTOCAD), we need to find someone who can use these programs to maintain and enhance our GIS files that were returned to us by our former engineers. They also need to be able to generate maps as necessary and draft any plans required for bids we issue for our road projects and our sewer projects. The cost of buying the software and the extra hardware necessary such as a quality plotter for printing plans would approach \$10,000 and then we would need to maintain these annually. At the same time, if we managed these programs in-house our time would be taken up with this specialized work rather than doing the management and engineering work the Borough really needs.

So I approached the Manager in Green Tree, who also has an in-house engineer, as to who they use for this type of work. They use GeoDecisions which is a subsidiary of Gannett Fleming, a large engineering firm. GeoDecisions also does work for many other South Hills municipalities including Brentwood, Baldwin, and Peters. All work is performed on an hourly basis so we would only pay for the time spent on our projects. A contract is attached to this report. GeoDecisions estimates annual expenses of less than \$10,000, possibly as low as \$4,000. Funding for this is available in the Outside Engineering line item noted above. This purchase does not require a formal bid as it is below the Purchasing Policy threshold of \$18,900.

Recommendation:

I recommend that Council authorize me to execute an agreement with GeoDecisions for GIS maintenance, mapping and drafting work at a cost not to exceed \$10,000.

JN

Cc: Wayne McVicar, Borough Engineer

# GEODECISIONS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES AGREEMENT

<p><b>CLIENT:</b> Borough of Dormont 1444 Hillsdale Avenue Pittsburgh, PA 15216 412-561-8900</p> <p><b>CLIENT REPRESENTATIVE:</b> Jeff Naftal, Borough Manager 412-561-8900 jnaftel@boro.dormont.pa.us</p>	<p><b>DATE:</b> 2/18/2013</p> <p><b>GEODECISIONS</b>, a Division of Gannett Fleming, Inc. Foster Plaza III 601 Holiday Drive, Suite 200 Pittsburgh, PA 15220-2728 Phone: (412) 922-5575 Fax: (412) 922-3717 www.geodecisions.com</p> <p><b>GEODECISIONS REPRESENTATIVE:</b> Kevin J. Scott (412) 922-5575, ext. 350 kscott@geodecisions.com</p>
<p><b>1. CLIENT</b> desires to engage GeoDecisions to provide ongoing GIS support services.</p> <p><b>PROJECT NAME:</b> Borough of Dormont GIS support.</p> <p><b>PROJECT DESCRIPTION:</b> Ongoing GIS support.</p> <p><b>PROJECT LOCATION:</b> Borough of Dormont.</p>	
<p><b>2. STANDARD TERMS AND CONDITIONS:</b> The parties agree that GeoDecisions will provide professional GIS Support for the Project in accordance with the Professional Terms and Conditions, pages G-1 to G-6, the Scope of Services, page S-1, and the Fee Schedule, page F-1, attached hereto, incorporated by reference and made part of this Agreement.</p>	
<p><b>3. SCHEDULE</b> It is anticipated that the period of service for this agreement will be two years following the date of the notice to proceed. The services are scheduled to begin 2/18/2013 and to be completed by 12/31/2014.</p>	
<p><b>4. ADDITIONAL TERMS AND CONDITIONS:</b></p>	
<p><b>ACCEPTANCE/AUTHORIZATION TO PROCEED</b></p> <p>The terms and conditions of this Agreement are accepted by the Client and GeoDecisions is authorized to proceed with the work as described.</p> <p>By: _____ Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>GEODECISIONS</b>, a division of Gannett Fleming, Inc.</p> <p>By _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>This agreement may be withdrawn by Gannett Fleming if not accepted within 30 days.</p>

## PROFESSIONAL TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. **DEFINITIONS:** *GeoDecisions* shall mean the Gannett Fleming, Inc. division performing the services. "Services" means the specific services to be performed by *GeoDecisions* as set forth in the "Scope of Services" and any other future additional services or assignments as agreed upon between the parties. "Client" is the person or entity ordering the services to be performed by *GeoDecisions* who shall be responsible for payment for such services. If the Client is ordering the services on behalf of another, the Client represents and warrants that the Client shall bind such third party to the terms and conditions of this Agreement. The ordering of services from *GeoDecisions* shall constitute acceptance of the terms of this Agreement.
2. **SERVICES:**
  - 2.1 The parties agree that *GeoDecisions* may provide additional services or assignments as and when requested by the Client. These terms and conditions shall apply to such additional services or assignments.
  - 2.2 *GeoDecisions'* services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. *GeoDecisions* will prepare a schedule for the performance of the services hereunder, which initially shall be consistent with the time period set forth in paragraph 3 of the Agreement. The schedule shall include allowances for periods of time required for the Client's review, for the performance of Client's and *GeoDecisions'* consultants, and, if applicable, for review and approval of submissions by authorities having jurisdiction over the Project. The schedule shall be adjusted, as necessary, as the Project proceeds.
  - 2.3 *GeoDecisions* agrees to perform its services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of this Agreement. Except as specifically provided in the scope of services hereunder, *GeoDecisions* shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
  - 2.4 Client agrees that *GeoDecisions* may use the services of subconsultants when it is appropriate and customary to do so, provided that *GeoDecisions* notifies the Client in advance.
3. **COMPENSATION:**
  - 3.1 Payments for services rendered and expenses incurred shall be made monthly upon presentation of *GeoDecisions'* monthly invoices, and shall be based on staff time and materials used. Such invoices shall be computed in accordance with the attached Fee Schedule and are due and payable upon receipt. The fee schedule is subject to adjustments on January 1 and July 1 of each year.
  - 3.2 Hourly rate classifications for staff working under this agreement are provided in the Fee Schedule. These rate classifications include the use of *GeoDecisions'* computers as required on the project.
  - 3.3 Travel and other in-house expenses will be invoiced at cost, as provided in the Fee Schedule. Outside expenses for suppliers and other vendors listed on the Fee Schedule will be invoiced at cost plus 10%.
  - 3.4 Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable. It is understood that any sums quoted in the Agreement as an estimate are an estimate only and Client

will be responsible for all services actually rendered whether the actual cost is lesser than or exceeds the estimate.

- 3.5 In the event of nonpayment of the account within thirty (30) days after invoices are rendered, the Client further agrees to pay a late charge of 1-1/2% per month from the date of invoice on the unpaid balance until such account is paid in full. If the account remains delinquent for more than forty-five (45) days, *GeoDecisions* shall have the right to cease all further work on the project by giving written notice of that decision to the Client.

**4. STANDARD OF PERFORMANCE/LIMITED WARRANTY:**

- 4.1 In performing the services under this Agreement, *GeoDecisions* will use the degree of care and skill normally exercised under similar circumstances by recognized firms providing similar services. All estimates, recommendations, opinions, and decisions of *GeoDecisions* will be made upon the basis of the information provided to *GeoDecisions* and its experience and professional judgment.
- 4.2 In performing its services, *GeoDecisions* shall be entitled to rely on the accuracy and completeness of work by third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 4.3 A portion of the services provided by *GeoDecisions* may involve software programming, Web site design, incorporation of existing geographic information into information technology systems and other information technology services and deliverables. Within 90 days of completion of such services, Client shall advise *GeoDecisions* in writing of any malfunctions or defects in the services or deliverables. Upon receipt of written notice that specifies the nature of the malfunction, while not guaranteeing service results, *GeoDecisions* agrees that it will use its best efforts to correct all errors or malfunctions in the deliverables and services. If, after investigation it is shown that the reported error or malfunction was not caused by *GeoDecisions'* errors, *GeoDecisions* may charge Client at its regular hourly rates for time spent by it in investigating and correcting the alleged error or malfunction. Client acknowledges that some programs are of such complexity that they may have inherent defects that *GeoDecisions* does not warrant or guarantee can be corrected. Any modification to the deliverables not authorized by *GeoDecisions* shall void any obligation or duty to correct any error or malfunction.
- 4.4 THE LIMITED WARRANTY ABOVE IS IN LIEU OF ANY OR ALL OTHER WARRANTIES. *GEODECISIONS* DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE DELIVERABLES, PROGRAMS AND MATERIALS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client acknowledges that *GeoDecisions* has made no other representation or warranty of any kind, nature or description, expressed or implied with respect to services or deliverables.
- 4.5 The purpose of this provision is to protect *GeoDecisions* from liability in the event, however unlikely, that any included sale of computer services should become subject to the Uniform Commercial Code (UCC). Under the UCC, this disclaimer is required in the Agreement to avoid an implied warranty by *GeoDecisions* of merchantability and fitness for purpose. Since a program will ultimately do only what the specifications say and may not satisfy a buyer's purposes, it is necessary to protect *GeoDecisions* from the implied warranties of the UCC.

**5. OBLIGATIONS OF CLIENT:**

- 5.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning

this Agreement. Client shall be responsible for coordination with all consultants or others working directly with the Client and all governmental agencies as necessary.

- 5.2 Client shall provide all criteria and full information as to Client's requirements in connection with the project, including existing studies, reports and other available data pertinent to the Scope of Services. Client also agrees to obtain or authorize *GeoDecisions* to obtain or provide additional reports and data as required and furnish to *GeoDecisions* services of others required for the performance of *GeoDecisions*' services hereunder. *GeoDecisions* shall be entitled to use and rely upon all such information and services provided by Client or others in performing *GeoDecisions*' services under this Agreement.
- 5.3 In the event that *GeoDecisions*' services under this Agreement involve software solutions and customized applications using existing Licensed software programs or products, Client agrees, at its own expense, to obtain, comply with all conditions of and maintain the Licensed software programs.
- 5.4 Client shall furnish all legal, accounting and insurance consulting services as may be necessary for its Project, including auditing services, and be responsible for the costs incident to fulfilling the requirements of this provision.

**6. CHANGES/ADDITIONS TO SERVICES:**

- 6.1 Changes in the Scope of Services, including services of *GeoDecisions*' subconsultants, may occur after execution of this Agreement, without invalidating the Agreement, if requested by the Client and agreed to by *GeoDecisions*, if required by circumstances beyond *GeoDecisions*' control, or if *GeoDecisions*' services are affected by circumstances set forth below. *GeoDecisions* agrees to notify the Client of such circumstances at the time and Client agrees to respond promptly if they do not agree to such change. If Client determines that all or a part of such changes in services are not required, Client shall so advise *GeoDecisions* and *GeoDecisions* shall have no obligation to provide those services. Except for a change due to the fault of *GeoDecisions*, changes in services shall entitle *GeoDecisions* to an adjustment in compensation in accordance with this Agreement.
- 6.2 The rate of compensation for services provided under this Agreement has been agreed to in anticipation of the orderly and continuous progress of the Project. If any of the following circumstances affect *GeoDecisions*' services for the Project, *GeoDecisions* shall be entitled to an appropriate adjustment in the Schedule and Compensation: (a) Change in the project scope, complexity, budget, instructions or approvals given by the Client; (b) Enactment of or revision to codes, laws or regulations or official interpretations or software that necessitate changes to previously prepared documents or programs; (c) Decisions of the Client not rendered in a timely manner; (d) Preparation for or attendance at a public hearing, a dispute resolution proceeding or a legal proceeding; (e) *GeoDecisions* is required to delay commencement of the work or if, upon embarking upon its work, *GeoDecisions* is required to stop or interrupt the progress of this work as a result of changes in the services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of the project, or other causes beyond the control of *GeoDecisions*.

**7. INSURANCE:**

- 7.1 *GeoDecisions* agrees to maintain the following types of insurance relating to this Agreement and *GeoDecisions*' performance of the Services:
  - (a) Workers' Compensation statutory coverage, and Voluntary Compensation coverage, to include Employer's Liability, with a limit of not less than \$500,000 per occurrence; and
  - (b) Broad Form Commercial General Liability Insurance, of \$1 million per occurrence/aggregate, to

include the following coverages: Premises and Operations; Products and Completed Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage;

(c) Owned, Non-owned and Hired Vehicles; and Bodily Injury, including but not limited to personal injury and death, in the amount of \$1 million per occurrence/aggregate.

7.2 Insurers who provide coverage for *GeoDecisions* pursuant to this Agreement will have and maintain at least an "A" rating in the latest A. M. Best rating guide. All policies of insurance shall be written by companies, having a certificate of authority and a licensed agent authorized to transact the business of insurance in the state where the Services are being performed.

7.3 *GeoDecisions* will, upon request, provide insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Agreement is executed.

## 8. **SUSPENSION/TERMINATION:**

8.1 If the project is suspended for more than thirty (30) calendar days in the aggregate, *GeoDecisions* shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and start up costs. In addition, there shall be an equitable adjustment in the schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, either party may terminate this Agreement upon giving notice in writing to the other party.

8.2 This Agreement may be terminated by either party at any time upon fifteen (15) business days prior written notice to the other party. Upon such termination, the Client shall pay to *GeoDecisions* *within ten (10) business days*, all monies owed under this Agreement for all work performed up to the date of receipt of such termination notice, plus any applicable termination costs that may occur due to early termination. Termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by *GeoDecisions* in connection with the provision of services under this Agreement.

8.3 If the Client fails to make payment when due or otherwise in breach of this Agreement, *GeoDecisions* may suspend performance of services upon five (5) calendar days notice to the Client. *GeoDecisions* shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

8.4 Client agrees that in the event the services of *GeoDecisions* under this agreement are terminated with or without cause, *GeoDecisions* shall not be required to release its files or work product to the Client until such time as payment in full is made for all services and expenses under this Agreement.

## 9. **OWNERSHIP RIGHTS:**

Both parties shall have the right to use the software programming, documentation or deliverables relating to information technology developed during the course of this Agreement by *GeoDecisions* or jointly by *GeoDecisions* and Client; provided, however, unless otherwise agreed in writing, Client shall limit its use of the software programs and other project deliverables solely to its own internal personnel and purposes. Client further agrees that it shall not copy, lend, distribute, lease, license, make available or dispose of such deliverables to any third party and take reasonable precautions to prevent such programs and deliverables from being acquired by unauthorized persons.

Any data or other materials furnished by Client for use by *GeoDecisions* in connection with the services performed under this Agreement shall remain the property of Client and, upon request, will be returned to Client upon

completion of the Agreement.

In the event any work product resulting from *GeoDecisions* services under this Agreement is patentable or copyrightable material, *GeoDecisions* shall have the sole and exclusive rights thereto. Nothing in this Agreement shall be construed so as to preclude *GeoDecisions* from developing and marketing data processing materials which are competitive with those prepared by Client hereunder, irrespective of whether such materials are similar or related to the data processing materials developed by *GeoDecisions* for Client pursuant to this Agreement.

All software, systems, programs, techniques and specifications, and other materials owned by *GeoDecisions* prior to execution of this Agreement used by *GeoDecisions* in conjunction with Client services, shall continue to belong exclusively to *GeoDecisions* whether or not they were specifically adapted by *GeoDecisions* for use by Client.

**10. LIABILITY/DISPUTES:**

10.1 Each party agrees to indemnify and hold the other party, and their respective officers and employees harmless, from and against claims, suits, actions, and damages, including reasonable attorneys fees, to the extent caused by such parties' willful misconduct or negligent errors or omissions during the performance of this Agreement.

10.2 *GeoDecisions'* liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be the total amount paid to *GeoDecisions* under this Agreement in the twelve (12) month period immediately preceding the breach. This limitation shall be deemed to be a part of the negotiated terms of the Agreement. *GEODECISIONS SHALL IN NO EVENT BE LIABLE FOR LOSS OF PROFIT, IN-DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, GOOD WILL, OR OTHER DAMAGES SUFFERED BY CLIENT OR OTHERS, ARISING OUT OF THIS AGREEMENT OR ITS BREACH OR AS A RESULT OF THE USE OF ANY DELIVERABLES.*

10.3 Any claim, controversy or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, of the project, shall prior to the institution of any legal proceeding, and upon the request of either party, be submitted to the senior officers of each party to this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. This Agreement shall be enforced in and governed by the laws of Pennsylvania.

**11. MISCELLANEOUS:**

11.1 The services to be performed by *GeoDecisions* under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of *GeoDecisions* toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.

11.2 *GeoDecisions* will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency is created by this Agreement or by *GeoDecisions'* performance of the Services. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever. Subject to the terms and conditions of this Agreement, each party shall exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations.

- 11.3 The parties hereby covenant and agree that during the term and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.
- 11.4 Under no circumstance shall any employee, stockholder, officer or agent of *GeoDecisions* have any individual professional liability to the Client in addition to, or in excess of, *GeoDecisions*' liability under this Agreement. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client shall look exclusively to the assets of *GeoDecisions* for satisfaction of said judgment.
- 11.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- 11.6 This Agreement and the attachments hereto constitute all the terms and conditions under which professional services will be performed under this Agreement, which terms may not be amended except in writing signed by all parties.

## SCOPE OF SERVICES

The scope of services for the project includes the following tasks:

### 1) GeoPlan Support Services

GeoDecisions will provide ongoing GIS support for the Borough at the Borough's request on an hourly basis following the outlined fees in the Rates Schedule. Types of support include, but are not limited to GIS training, GIS layer updates and development, custom map development, and global positioning system (GPS) rental and training. All ongoing support will be invoiced on a monthly basis.

## RATE SCHEDULE

### Staffing costs by rate classification:

Classification	2013 Hourly Rate
Principal	\$150.00
Project Manager	\$110.00
Technical Lead	\$95.00
Developer	\$100.00
Senior Analyst	\$85.00
Analyst	\$70.00
Administrative	\$65.00

Ongoing Support Projects will be invoiced monthly based on staff time and materials, according to the hourly staff rate classifications listed above. Direct expenses include transportation costs, computer charges, printing costs, etc. Direct expenses will be billed according to Gannett Fleming's current fee schedule as they are incurred on the project.

This fee schedule is subject to adjustments on January 1 and July 1 of each year.



**GEODECISIONS**  
Foster Plaza III, Suite 200  
601 Holiday Drive  
Pittsburgh, PA 15220

**Office: (412) 922-5575**  
Fax: (412) 922-3717  
www.geodecisions.com

February 22, 2012

## **GeoPlan and GIS Support Sites in Western PA**

### **Allegheny County:**

Green Tree Borough  
Scott Township  
Jefferson Hills Borough  
Baldwin Borough  
South Fayette Township  
South Fayette Township Municipal Authority  
Findlay Township  
Findlay Township Municipal Authority  
Pleasant Hills Authority  
Municipality of Bethel Park  
South Park Township  
Municipality of Monroeville  
Brentwood Borough  
Upper St. Clair Township  
North Fayette Township  
Collier Township

### **Beaver County:**

Economy Borough Municipal Authority

### **Westmoreland County:**

City of Greensburg  
Hempfield Township  
Unity Township  
Unity Township Municipal Authority  
Municipality of Murrysville  
Derry Township  
City of Lower Burrell

### **Washington County:**

Peters Township  
Peters Township Sanitary Authority  
Cecil Township

If you have any questions, please feel free to contact me at (412) 922-5575, or by email at [kscott@geodecisions.com](mailto:kscott@geodecisions.com). We look forward to working with you in the near future.

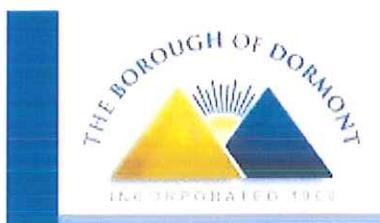
Very truly yours,

### **GEODECISIONS**

A Division of Gannett Fleming, Inc.

A handwritten signature in black ink, appearing to read "Kevin J. Scott".

Kevin J. Scott  
Senior Project Manager/GeoPlan Manager



## MEMORANDUM

**Date:** February 21, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *jn*  
**Subject:** Historical Society/Borough Hall Message Sign

---

### Background:

At Council's August, 2012, Business Meeting, approval was given to work with the Historical Society to place a message sign at Borough Hall to advertise the Historical Society and Borough events. When constructed, the sign will be at the corner of Hillsdale and Espy Avenues. Staff was directed to identify potential signs and bring formal pricing information back to Council for approval.

### Discussion:

Our Parks Superintendent, who currently maintains the message sign at the Dormont Pool, worked with a Historical Society representative and came up with a design for the sign. They then received three (3) quotes for the same type of sign. The quotes are:

Fast Signs:	\$4,760.00
Florida Sign Company, Inc.:	\$5,550.00
Precision Sign and Awning:	\$5,542.60

All prices include delivery and installation. As was noted back in August, the sign is desired by the Historical Society so that they can promote activity within the museum as well as for their events. The Borough can use it to promote the same upcoming Borough events as we do on the message sign at Dormont Pool.

Based on the above quotes, I recommend we go with the low bidder, Fast Signs. A copy of their quote is attached. The sign will meet all of our zoning requirements and will provide sufficient space for 6 or 7 lines of copy.

This purchase follows our Purchasing Policy as we received three (3) quotes and are selecting the low bidder. There is no funding in the FY 2013 Budget for this purchase. The Historical Society has agreed to contribute \$3,000 to the cost of the sign so the Borough's cost would be \$1,760.00. Should Council wish to proceed with this project, funding would be available in the Contingency Line Item.

Recommendation:

Because of the Historical Society's contribution, I recommend that Council authorize me to enter into any agreements necessary to purchase a message sign from Fast Signs at a cost to the Borough not to exceed \$1,760.

JN



More than fast. More than signs.™

**FASTSIGNS**

3021 Banksville Road  
Pittsburgh, PA 15216  
Email: 137@fastsigns.com

Phone: 412-344-5700  
Fax: 412-344-5711

Page 1 of 1

**ESTIMATE:**

**137 - 51301**

Estimate Date: 1/25/2013 1:44:10PM  
Salesperson: Debbie Fossick  
Entered By: Debbie Fossick  
Date Printed: 2/19/2013 11:26:31AM

**Project Description:** df...Sign/ Double faced non illuminated with locking face and letters for different m

**Customer:** Dormont Borough  
Ordered by: TJ Conroy  
Phone: (412) 999-6017  
Fax: (412) 561-7805

1444 Hillsdale Ave Suite 10  
Pittsburgh, Pa 15216

Email: tjconroy1@verizon.net

Dear TJ:

Sincerely,

Debbie Fossick

PRODUCT	DESCRIPTION	QTY	SIDES	H x W	UNIT COST	TOTALS
Cabinet Signs	* 4' x 8' x 8" deep double-faced painted aluminum extrusion cabinet. This cabinet would flat white faces with track for six lines of 4" changeable copy. The cabinet will have a hinging retainer frame with clear covers and locks so inner reader board faces are protected. This cabinet is quoted as a double pole mount with matching plates. The poles are figured as 4" square steel tube and to the 8' and 4' lengths to sit on hillside as per site visit	1	1	48 x 96	\$3,925.00	\$3,925.00
Color: White						
Catalog	* Commercial set of letters- condensed 250 Pieces	1	1	1 x 1	\$295.00	\$295.00
Color: White						
Install - 2 People/Truck	* Cement post into ground... Hillside install	1	1	1 x 1	\$540.00	\$540.00
If conditions are not as stated or as is when we surveyed the site; then, additional charges may be added to the invoice.						
Color: White						

**Notes:** FOB Fastsigns. Quotes are only good for 30 days!

Bill To: Dormont Borough  
Attention: TJ Conroy  
1444 Hillsdale Ave Suite 10  
Pittsburgh, Pa 15216

*Thank You for choosing  
FASTSIGNS*

Copyright © 2005 FASTSIGNS International, Inc

More Than Fast. More Than Signs.®



More than fast. More than signs.™

**FASTSIGNS**

3021 Banksville Road  
Pittsburgh, PA 15216  
Email: 137@fastsigns.com

Phone: 412-344-5700  
Fax: 412-344-5711

Page 1 of 1

**ESTIMATE:**

**137 - 51301**

Estimate Date:

1/25/2013 1:44:10PM

Salesperson:

Debbie Fossick

Entered By:

Debbie Fossick

Date Printed:

2/19/2013 11:26:31AM

TERMS: C.O.D.

ESTIMATE RECEIVED/APPROVED BY:

X \_\_\_\_\_ / /  
CUSTOMER SIGNATURE DATE

P.O./Credit Card # \_\_\_\_\_ Exp: \_\_\_\_ /

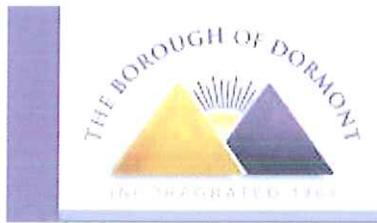
Line Item Total:	\$4,760.00
Tax Exempt Amt:	\$4,760.00
Subtotal:	\$4,760.00
Taxes:	\$0.00
Total:	\$4,760.00

Bill To: Dormont Borough  
Attention: TJ Conroy  
1444 Hillside Ave Suite 10  
Pittsburgh, Pa 15216

*Thank You for choosing  
FASTSIGNS*

Copyright © 2005 FASTSIGNS International, Inc

More Than Fast. More Than Signs.®



## MEMORANDUM

**Date:** February 19, 2013

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

**From:** Jeff Naftal, Borough Manager 

**Subject:** “Communities of Distinction” Infomercial Development

---

### Background:

I was approached by the producer for an infomercial series called “Communities of Distinction”. They produce a series of 5 minute presentations about various communities throughout the United States and Canada and market them on a national and regional basis for the community as a means of presenting why people should live and work there. These infomercials are narrated by Terry Bradshaw. The producer approached me because he had seen a number of “positive” articles in the press about Dormont.

### Discussion:

The attached e-mail summarizes the project and includes information on the cost of participating. While the price of \$19,800 at first may seem high, I think that there is value in receiving a professionally made promotional video that the Borough then owns and can use however it chooses. The production includes all scripting, video services, interviews, and post-production and the cost for us to go out and have that done ourselves would be substantially more.

Following production of the video, it would be aired nationally one time on FOX Business Network and then 19 additional times on regional stations of our choosing. After that, the video becomes ours to use as we please and could in fact be placed on our website, used by Main Street, or even used by realtors to market the Borough.

Because of its value to business in the Borough, I would suggest that possibly Main Street would consider funding a portion of the production costs. I will discuss this with them at their February meeting after the agenda is issued and will provide information at the Council meeting on their response. Funding for our share up to the entire amount would be available in the Contingency line item.

Recommendation:

I recommend that Council authorize me to move forward with this project and expend up to \$19,800 for a “Communities of Distinction” video.

JN

**Jeffrey Naftal**

**From:** Lauren Wardell [laurenw@watchcod.com]  
**Sent:** Monday, February 18, 2013 5:30 PM  
**To:** Jeffrey Naftal  
**Subject:** From the offices of Keith Combs - Communities of Distinction  
February 18, 2013

Jeff Naftal  
**Dormont Borough, PA**  
[jnaftal@boro.dormont.pa.us](mailto:jnaftal@boro.dormont.pa.us)

Dear Jeff,

Based on our conversation today, below is the link to the online production materials we discussed.

**\*Please click on the link below to view the Production Materials\***

<http://watchcod.com/emcdpk/e-pack/>

We are finalizing the scheduling for “**Communities of Distinction**” with **Terry Bradshaw** and more specifically, our segments for the 2013 season. We are interested in Dormont Borough for a five (5) minute segment on topics, trends and issues related to “**Great Places to Live, Work and Play**” in our “**Discover America**” series.

This segment will air one (1) time nationally on FOX Business Network and nineteen (19) times regionally on ABC and FOX Broadcast Stations and/or Regional News Networks, in many of the top 100 markets nationwide based on viewer demographics, interests and the distribution checklist. As discussed, “Communities of Distinction” has no direct affiliation with the networks on which it airs.

\$19,800 USD is the total scheduling fee. Keep in mind, the Senior Producer will go over timing and visual aspects of the segment and answer any questions you may have with the project.

The Senior Producer and I will contact you on Wednesday, March 6<sup>th</sup> at 11:30 a.m. EST.

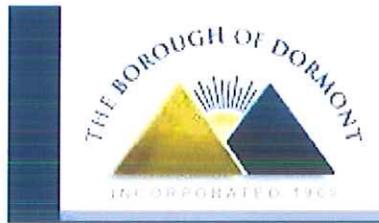
Regards,

Keith Combs  
Associate Producer  
Communities of Distinction  
954-905-3781  
[www.watchcod.com](http://www.watchcod.com)

The information contained in this message and any files transmitted with it are the sole property of sender. and/or its affiliates. This confidential information is intended only for the use of the individual or individuals named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or printing of this communication is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message.

 Please consider the environment before printing this e-mail

2/19/2013



## MEMORANDUM

**Date:** February 22, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** SunShot Initiative – Rooftop Solar Challenge II

---

### Background:

In August of 2011, Council approved participation in the SunShot Initiative Rooftop Solar Challenge. This was a Federal grant program that was designed to encourage the development of solar panel usage at the municipal level. The program was administered by PennFuture with local assistance by CONNECT. This led ultimately to the creation of our solar power zoning ordinance and that ordinance is now in the 45 day review period by Allegheny County.

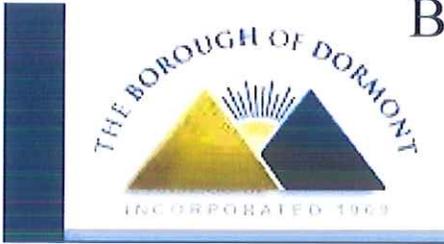
### Discussion:

The Federal government has now issued their Rooftop Solar Challenge II grant and PennFuture and CONNECT are participating again. In this phase they will help with implementation for those who have already created a local ordinance including permitting steps, and they will be creating a statewide vendor listing for residents to use who are interested in adding solar to their homes. In order to participate the Borough needs to commit to a certain amount of hours of participation in meetings and can receive reimbursement for legal and other expenses. Other than my time and possibly that of staff, there is no monetary commitment necessary by the Borough.

### Recommendation:

I recommend that Council authorize the Council President to sign the attached commitment letter so that the Borough can participate in the SunShot Initiative Rooftop Solar Challenge II.

JN



# BOROUGH OF DORMONT

PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

[www.boro.dormont.pa.us](http://www.boro.dormont.pa.us)

BOROUGH MANAGER  
JEFF NAFTAL

MAYOR  
THOMAS R. LLOYD

SOLICITOR  
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL  
WILLARD MCCARTNEY, PRESIDENT  
JOAN HODSON, VICE PRESIDENT  
EUGENE BARILLA  
YVONNE COSTANZO  
JEFFREY FABUS  
JOHN MAGGIO  
VALERIE MARTINO

DATE: March 5, 2013

TO: Citizens for Pennsylvania's Future (PennFuture)  
200 First Street, Suite 200  
Pittsburgh, PA 15222

RE: Letter of Commitment for DOE SunShot Initiative: Rooftop Solar  
Challenge II

The Borough of Dormont will contribute cost-share in the form of staff time or other resources, and will make personnel in relevant municipal departments available as needed to accomplish the objectives proposed by Citizens for Pennsylvania Future (PennFuture) in the Department of Energy (DOE) SunShot Initiative: Rooftop Solar Challenge II Funding Opportunity application, if the application is accepted and funded by the Department of Energy.

Our municipality will agree to provide up to 60 hours of staff time that has a dollar amount of cost share equal to approximately \$2,400 or an average of \$40 per hour. If the grant application is accepted by the Department of Energy, the Borough understands that PennFuture will provide reimbursement for solicitor review of our solar ordinance and/or permitting processes in the amount not to exceed \$500, as well as \$500 to cover the cost of advertising for public meetings for a solar ordinance consideration.

Sincerely,

---

Willard McCartney, Council President  
Borough of Dormont



## MEMORANDUM

**Date:** February 25, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Discussion of Fee Waivers

---

### Background:

Since I have been here, we have had a number of instances of the Borough being asked to waive fees for various projects and for various reasons. The latest example of this was the DABA request to do work on the Borough's concession stand and their desire to have the permit fee waived. Other examples include sewer fees for water line breaks, room rental fee waivers for certain groups, and the pool fee waivers and discounts Council just approved last month.

### Discussion:

The only legal requirement regarding fee waivers on the Borough is a 2002 Settlement Agreement. That Agreement came about because the Borough was charging a church to use the Borough Hall meeting rooms but not other groups such as DABA. The Settlement was that the Borough would not discriminate in that fashion against a religious organization using the Borough Hall facilities.

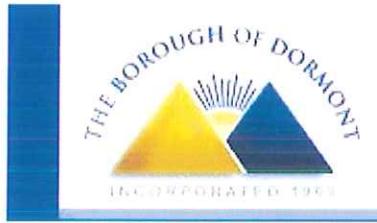
Beyond that Agreement however, fee waivers are a matter of Council policy and as such should be addressed by Council, not at the staff level. Therefore, I believe that Council should have a formal policy addressing fee waiver requests that will apply consistent rules so that all requests are treated equally. Issues such as waiving fees for Borough organizations (the Recreation Board) versus organizations within the Borough (AARP) should be clearly identified and addressed. Other issues might be work on Borough property by a local organization versus work on Borough property by an outside organization. Finally there is the matter of cost. A fee waiver policy could provide guidelines for when costs are too large to waive.

Should Council not wish to create a formal fee waiver policy, then there are two other options. The first is to continue the way we have been operating with all requests for a fee waiver coming to Council as an Agenda item and Council addressing each request on an individual basis. Second would be for Council to determine that you do want staff to handle these types of requests, take it out of the realm of policy and make it an operational issue for staff to resolve. I do not recommend the latter because staff's decision could become a political issue rather than a matter of policy and because staff direction under me might be different than staff direction under another Borough Manager.

Recommendation:

I recommend that Council discuss the various options with regards to fee waivers and provide me direction on how to proceed.

JN



## MEMORANDUM

**Date:** February 21, 2013

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

**From:** Jeff Naftal, Borough Manager

**Subject:** Business District Signage

---

### Background:

At the February 4, 2013 Business Meeting, a resident commented that the sandwich board signs a number of businesses were placing in front of their stores were blocking the sidewalks. I explained that businesses were putting them up because they could not have perpendicular signs for their businesses. I also said I would make sure the sidewalks were kept open. The next day though, in researching the rules for the sandwich board signs, I found that they too are prohibited in the Commercial zoning district.

### Discussion:

Because of the zoning, the sandwich board signs should not be allowed in the Borough. However, they have been for a while and the businesses clearly rely on them for advertising their location to pedestrians and vehicular traffic. Therefore, all I did since then is direct the Code Enforcement Officer to make sure that the signs do not block a sidewalk. And I am now coming to Council to discuss what you would like to do about the overall situation as far as the existing zoning code and enforcement of its provisions relative to perpendicular and sandwich board signs.

It would appear that there are three (3) possible paths at this point in time. Each path has its positives and its negatives and each has its own political ramifications. I will outline them here and then Council can decide as a matter of policy how to proceed.

Option #1: Enforce the Existing Zoning Code

If this Option is selected, the Borough would send a notice out to every business owner that sandwich board signs are prohibited and that they must be removed from the sidewalk. If they are found on the sidewalk after the warning, then the business would get cited by Code Enforcement. This Option has probably the greatest negative consequence as it would deprive all of the businesses of an opportunity to advertise their business in a way that they feel helps bring in customers. It also reflects negatively on the Borough in that we appear to be heavy-handed and not interested in helping out our businesses. The only positive to this Option is that we would be enforcing our code equally for all businesses. Politically this would appear to be the worst Option.

Option #2: Implement a Moratorium on Enforcing the Code

If this Option is selected, Council would pass a formal Resolution calling for a moratorium on enforcement of the zoning code provision prohibiting sandwich board signs. The moratorium would be based on the idea that this portion of the zoning code was going to be rewritten next year after the Comprehensive Plan is complete. This has the advantage of allowing businesses to continue this practice until such time as the Borough can look at the overall signage picture for the Commercial zoning district and implement a comprehensive update of our zoning code. The negative is that it means the situation will be in limbo for an indefinite period. Politically this would have a neutral impact as the status quo would remain for some period of time.

Option #3: Revise the Commercial District Zoning Code Immediately

If this Option is selected, then staff would need to develop modifications to the existing zoning code to allow for some type of perpendicular signage, either on the building or as a sandwich board sign. The major negative to this Option is that we will not be evaluating the overall needs of our businesses and their signage but simply addressing a particular situation. This can lead to conflicts within the zoning code and also to missed opportunities for future growth. The other negative to this Option is that it would take at least 3 months, possibly as long as 6 months, to complete the process. By that time, the Comprehensive Plan will be completed and we would be embarking on our complete rewrite of the zoning code anyway. The positive to this approach is that we strengthen our existing zoning code, but that in my opinion is outweighed by the potential damage and conflicts if the entire zoning code is not addressed. Politically this would have a positive impact as in order to rewrite the zoning code or even a portion of it, staff would solicit input from businesses, residents, the Planning Commission and Council and so this would be a very transparent process.

Recommendation:

Given the options noted above, I believe the best course of action for the Borough would be to implement a moratorium on enforcement of the sandwich board sign provisions of the zoning code. They would still be banned but we would not require anyone to remove them until such time as the entire zoning code is modified and new signage rules are in place that have been thoroughly reviewed by business leaders, Council, the Planning Commission, and staff.

JN

Cc: Pat Kelly, Building Official  
Monica Dahlkemper, Code Enforcement Officer