



## MEMORANDUM

**Date:** June 5, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Sprint Lease Amendment – Cellular Antenna on Borough Hall

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### Background:

Last month Council approved a conditional use for Sprint to modify the cellular antenna on the Borough Hall roof as recommended by the Planning Commission. As part of the recommendation, and Council's approval of the conditional use, Sprint had to agree to a modification to their lease agreement prior to any work being permitted.

### Discussion:

After the conditional use was recommended by the Planning Commission the Solicitor and I worked on an amendment to the Sprint lease agreement. This amendment does exactly what the amendment did with the AT&T lease which was approved late last year. It raises the monthly rent for the lease by \$200. Sprint has agreed and executed the amendment which is attached for your review. There are no other changes to the lease agreement except for the drawings which are also attached to this amendment. These drawings accurately reflect the final situation as approved by the conditional use.

### Recommendation:

I recommend that Council authorize the Council President to execute a lease amendment agreement with Sprint which will add \$200 per month to their monthly lease payment.

JN

### Attachments

Cc: Pat Kelly, Building Official  
Sherri Pruce, Bookkeeper

Site Name: HILLSDALE SCHOOL  
Site ID #: PT54XC933

### AMENDMENT NO. 1 TO THE PCS SITE AGREEMENT

This Amendment No. 1 to THE PCS SITE AGREEMENT (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain PCS SITE AGREEMENT between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("Tenant"), and Borough of Dormont ("Landlord"), dated September 5, 2001. (the "Agreement").

#### BACKGROUND

WHEREAS, Tenant desires to modify its installation on the Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto, and Tenant and Landlord desire to modify the provisions of the Agreement as provided below.

#### AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Modification to the Facilities. Exhibit A SITE DESCRIPTION to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this Amendment, Tenant is permitted to install or otherwise modify Tenant's equipment, all as more fully described and contemplated in Exhibit A-1.

2. Modification to Rent. As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Facilities, the monthly rent will be increased by Two Hundred and 00/100 dollars (\$200.00) per month.

3. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

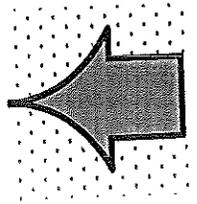
b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

The parties have executed this Amendment as of the Effective Date.



**Landlord:**  
BOROUGH OF DORMONT

**Tenant:**  
SPRINT SPECTRUM REALTY COMPANY, L.P.

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

By: Matthew Bell

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

Printed Name: Matthew Bell

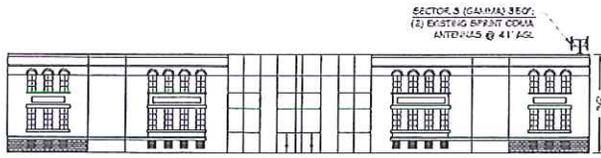
Title: \_\_\_\_\_

Title: Manager Real Estate

Date: \_\_\_\_\_  
(Date must be completed)

Date: 5/31/2013  
(Date must be completed)

**Exhibit A-1**  
**Page 1 of 2**

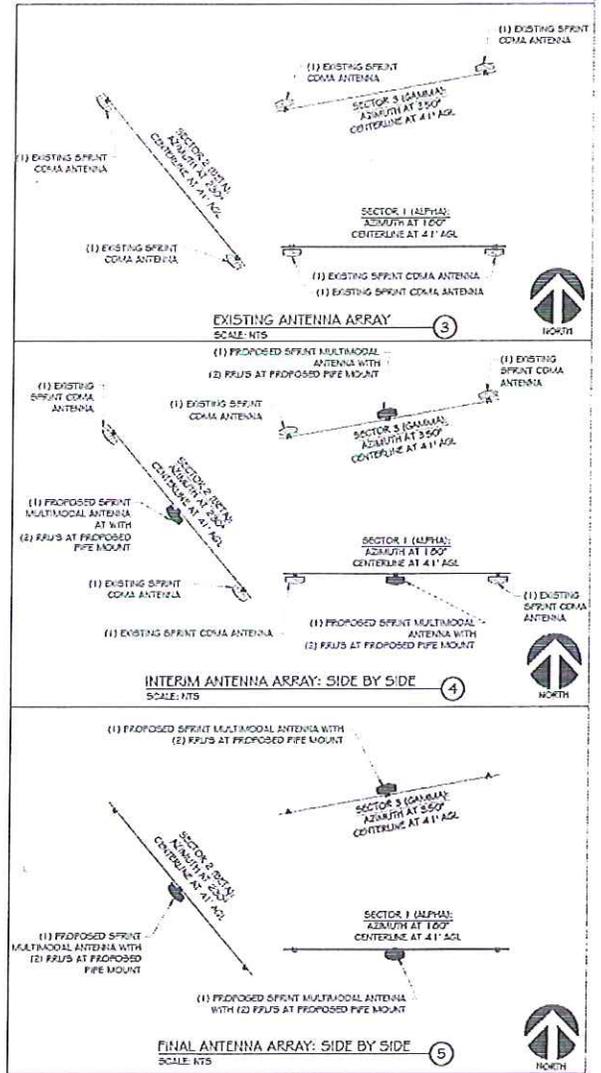


**NORTHEAST ELEVATION** ①  
SCALE: 1"= 40'

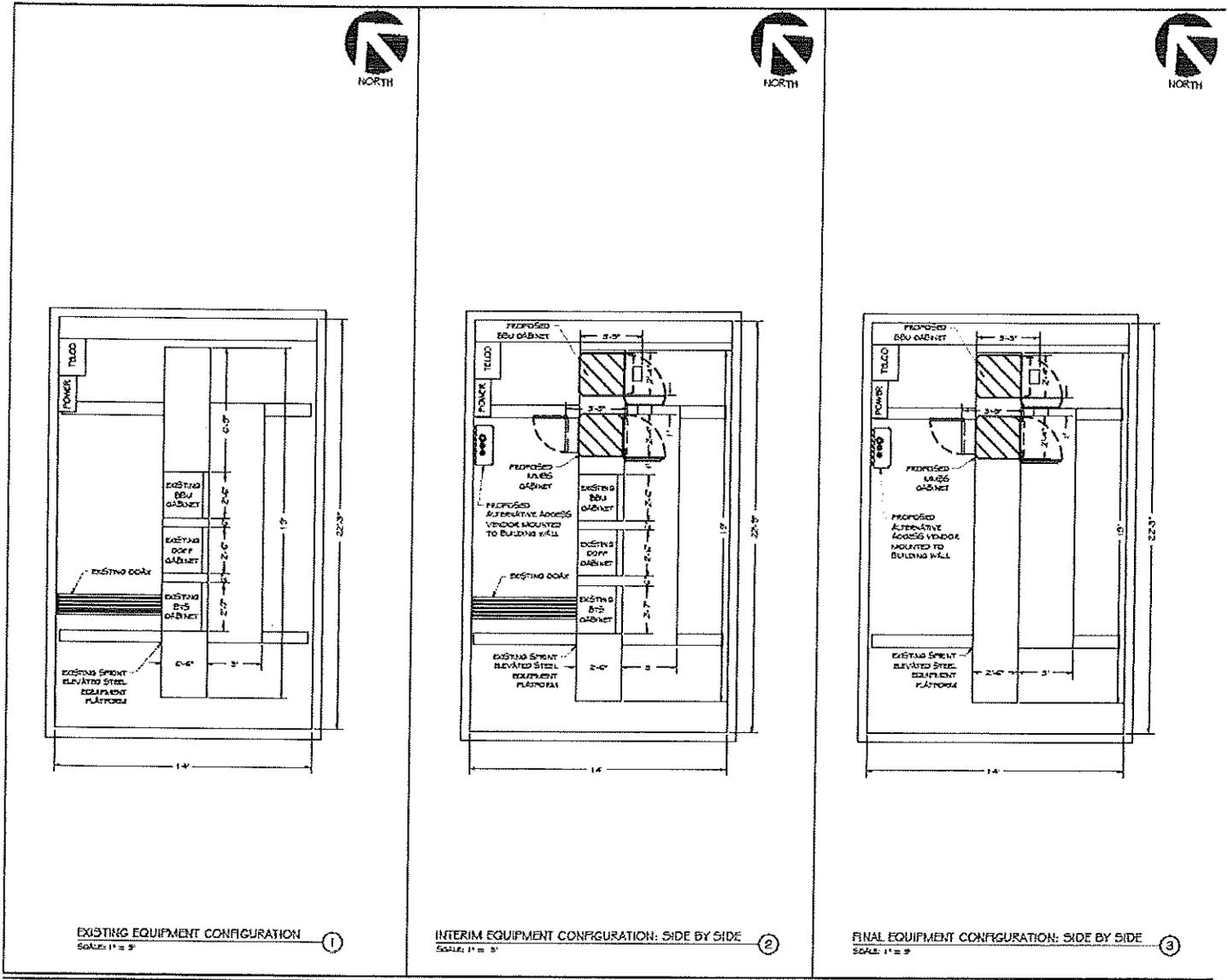


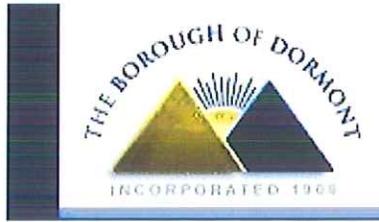
**SOUTHWEST ELEVATION** ②  
SCALE: 1"= 40'

AT THE TIME OF CREATING THIS PLAN SET, RAMMER & ASSOCIATES HAS NOT PERFORMED A STRUCTURAL ANALYSIS FOR THIS PROJECT. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES, AND OTHER APPURTENANCES.



**Exhibit A-1**  
**Page 2 of 2**





## MEMORANDUM

**Date:** June 10, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *gn*  
**Subject:** Act 32 Tax Collection Confidentiality Agreement

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### Background:

When the State passed Act 32 it mandated that all Earned Income Tax payments were to be collected and disbursed by Tax Collection Districts. In most cases there was one district per county. But in Allegheny County, because of its size and the number of municipalities, the State created four Districts (North, Central, Southeast and Southwest). We are in the Southwest Tax Collection District for Allegheny County (ACSWTCD). Each District sets up its own rules and determines what information will be provided to its member agencies, how frequently and in what manner.

### Discussion:

A few months ago, Green Tree asked the District for a report showing who exactly has paid their EIT because they wanted to be able to verify that there were no errors since they know their people best. The District refused saying that it was too much work for Jordan Tax (the actual tax processor) and that they were concerned about confidentiality. Because this information was already being made available for the other Districts, including in a simple online, log-in, form for the North District, Green Tree and several other agencies filed suit to gain access to the records.

After some negotiations, Green Tree, the other agencies, and the District settled the matter by agreeing to provide the information to anyone who wanted it under three conditions:

1. Agencies who wanted the data would need to fill out a confidentiality agreement.
2. Agencies who wanted the data and had filled out a confidentiality agreement would have to request the data in writing by certain deadlines.

3. Agencies who wanted the data would be able to get four quarterly reports at no charge and that an annual report would be available at a charge of \$100 per gigabyte of data. They estimate for a large user (like Green Tree) is that this could cost \$1000 per year. For the Borough this would be much less.

Because I believe that we should have this information, I intend to ask for at least the quarterly updates, if not the annual report as well. So I need Council's approval to sign the attached Confidentiality Agreement and Authorization along with the Council President. While we may never need the data, I think it is prudent so we don't end up in a situation like we did with CENTAX where they went out of business and we had to sue to gain the return of our records.

Recommendation:

I recommend that Council authorize the Council President and I to execute a Confidentiality Agreement and Authorization with the Allegheny County Southwest Tax Collection District.

JN

Attachment

June 7, 2013

Dear ACSWTCD Member,

At the April 11, 2013 ACSWTCC meeting the committee authorized Jordan Tax Service (JTS) to develop an agreement and procedures by which taxpayer information would be made available to each ACSWTCD member PSD. Only information for taxpayers identified as residing in your district would be provided.

Enclosed is a copy of the "Confidentiality Agreement and Authorization" that must be executed by each district in order to receive any of the reports being made available. The agreement must be signed by the President of the governing body as well as their "Authorized Contact Person". You must also return a copy of Appendix II which indicates additional PSD representatives who may be authorized to review the confidential information contained in the reports.

As noted in Appendix "I" of the enclosed agreement, five reports will be made available. The first four reports will be provided at no cost over a secured, password protected network. The "Scanned Final Returns" Report will be provided via a Flash Drive for a fee as described in Appendix "I".

Please return the executed agreement and Appendix II no later than July 1, 2013. Along with the agreement you must include a list of the reports you wish to receive. As noted in Section 25 of the Agreement, reports must be requested annually. Please note the deadlines provided in Appendix I for requesting the various reports.

Please return the executed agreement to:

Mary L. Abbott, Chairperson  
ACSWTCC  
710 Washington Road  
Pittsburgh, Pa. 15228

You may contact me at 412-343-3745 with any questions you have regarding this information.

Sincerely,



Mary L. Abbott  
Chairperson

**SOUTHWEST ALLEGHENY COUNTY TAX COLLECTION DISTRICT**

**CONFIDENTIALITY AGREEMENT AND AUTHORIZATION**

This Confidentiality Agreement and Authorization (the "Agreement") is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jordan Tax Service, Inc. ("Tax Officer" or "Jordan"), as Tax Officer of the Southwest Allegheny County Tax Collection District ("TCD"), \_\_\_\_\_ ("PSD") and \_\_\_\_\_, Authorized Contact Person ("ACP") for the PSD and the TCD, by and through the South West Allegheny County Tax Collection Committee ("TCC"). .

**WITNESSETH:**

WHEREAS, pursuant to Section 514 of Act 32 and in accordance with the TCD's Tax Officer Agreement, any information gained by Jordan as Tax Officer, or any employee or agent of Tax Officer or of the TCC as a result of any declarations, returns, investigations, hearings or verifications shall be confidential tax information ("Confidential Tax Information"); and

WHEREAS, Section 514(b) of Act 32 and Section 8437 of the Local Taxpayers Bill of Rights establish both Civil and Criminal penalties in addition to removal from office or loss of employment for the misuse of Confidential Tax Information; and

WHEREAS, Section 7326 of the Pennsylvania Criminal Code makes it a Third Degree Misdemeanor to disclose confidential tax information except to authorized persons for official governmental purposes; and

WHEREAS, Jordan's systems and collection processes are designed to maintain the confidentiality of Confidential Tax Information and all of Jordan's employees and agents who have access to Confidential Tax Information are extensively trained to ensure that confidentiality is maintained at all times; and

WHEREAS, the Tax Collection Agreement between Jordan and the TCC as well as a Reports/Records Proposal unanimously approved by the TCC on April 11, 2013 require Jordan to provide certain reports and records containing Confidential Tax Information to an ACP authorized by the PSD to receive and review Confidential Tax Information; and

WHEREAS, this Agreement is intended to protect and maintain the confidentiality of Confidential Tax Information from Jordan to an authorized ACP; and

WHEREAS, neither Jordan nor the TCC have any control over any Confidential Tax Information after it is delivered to any PSD's ACP; and

WHEREAS, pursuant to the rights and obligations set forth below, Tax Officer shall provide to the PSD, through its authorized ACP, the Act 32 Reports/Records identified on and pursuant to Appendix "I", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

1. For the purposes of this Agreement, the term "Confidential Tax Information" includes records showing the names of all taxpayers, their current addresses and social security numbers as segregated by political subdivision, the amount of Taxes received from each taxpayer or other tax officers, the date of receipt, the allocation of Taxes, interest, penalties and costs received, the amount and date of all other monies received or distributed, the names of delinquent taxpayers and the Taxes, interest and penalties owed and any other information required by the TCC or the Department of Community and Economic Development.

2. At its duly advertised public meeting held on \_\_\_\_\_, 2013, the PSD appointed \_\_\_\_\_ as its Authorized Contact Person ("ACP") and has authorized the ACP to receive and review Confidential Tax Information. The ACP and PSD hereby acknowledge that the ACP will access Confidential Tax Information by use of a municipally owned email address that is not shared or accessed by any other person. This Agreement relates specifically to the ACP identified herein. Any change in ACP will require a new agreement and a new login and password pursuant to Paragraph 3, below.

3. Upon the PSD's and the ACP's execution of this Agreement, the ACP will be provided with a login and password for access to ShareFile™. ShareFile™ is a secure web-based password protected platform to which the Tax Officer will post each PSD's Act 32 Reports/Records. The ACP shall also keep confidential the login and password for access to ShareFile™.

4. In addition to the ACP, PSD certifies that those employees, agents or authorized representatives identified in Appendix "II", which is attached hereto and made a part hereof, are the only other PSD representatives who will have access to Confidential Tax Information through the ACP and not through Jordan. For the purposes of this Agreement, the term "PSD" shall include the ACP as well as any employee, agent or authorized representative (collectively "authorized representatives") identified in Appendix "II". The PSD shall promptly notify Jordan, in writing, of any changes to the list of authorized representatives listed in Appendix "II", to this Agreement.

5. Pursuant to Section 514(b) of Act 32 and Section 8437 of the Pennsylvania Local Taxpayers Bill of Rights, 53 Pa.C.S. § 8421, et seq., it is unlawful, except for official purposes or as provided by law or court order, for the Commonwealth, any political subdivision, tax collection committee member, tax officer, or employee or agent of a tax officer or tax collection committee to do any of the following:

- (i) Divulge or make known Confidential Tax Information.
- (ii) Permit Confidential Tax Information or a book containing an abstract or particulars of the abstract to be seen or examined by any person.
- (iii) Print, publish or otherwise make known any Confidential Tax Information.

6. A person who violates Section 514(b) of Act 32, Section 8437 of the Local Taxpayers Bill of Rights commits a misdemeanor of the third degree and shall, upon conviction, be sentenced to pay a fine of not more than \$2,500 or to imprisonment for not more than one

year, or both. A person who violates Section 7326 of the Pennsylvania Criminal Code by unlawfully disclosing Confidential Tax Information commits a misdemeanor of the third degree.

7. Any person who violates the duty of confidentiality shall be subject to such penalties as may be allowed under Act 32 of 2008, Act 50 of 1998 and 18 Pa.C.S. §7326, including, if applicable, removal from the TCC, dismissal from employment, and liability for all costs of prosecution.

8. The PSD and ACP have reviewed and understand the confidentiality provisions of Act 32 and the Local Taxpayers Bill of Rights and do hereby acknowledge that the PSD, the ACP and authorized representatives will use the Confidential Tax Information only for official government purposes and will not violate state confidentiality laws by illegally disclosing Confidential Tax Information to any person or entity that is not authorized to receive such information. Excerpts of the confidentiality provisions of Act 32, the Local Taxpayers Bill of Rights and the Pennsylvania Criminal Code are attached hereto in Appendix "III" and are made a part hereof. The PSD shall provide a copy of Appendix "III" to the ACP as well as to each authorized representative listed in Appendix "II" or any authorized representative added to the list of authorized representatives at a later date.

9. PSD and ACP specifically consent (without the requirement of posting a bond or other security) to the application of equitable or legal relief in the event of a breach or threatened breach of this Agreement, including, without limitation, injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

10. PSD and ACP shall not print, publish, copy, reproduce or make known in any manner, in whole or in part, any documents, writings, electronic data or recorded matter embodying Confidential Tax Information or permit any Confidential Tax Information or any book, document or record containing any abstract or particulars thereof to be seen or examined by any person who is not subject to this Confidentiality Agreement.

11. Indemnification.

(i) PSD hereby agrees to indemnify, defend, release, and hold harmless Jordan and each of its clients, agents, officers, shareholders, employees, representatives and successors from and against any and all claims, losses, costs, suits, debts, dues, liabilities, damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of any improper or unauthorized disclosure by PSD, its ACP or any of its authorized representatives of the Confidential Tax Information.

(ii) Jordan hereby agrees to indemnify, defend, release, and hold harmless the PSD and each of its elected officials, agents, officers, employees, representatives and successors from and against any and all claims, losses, costs, suits, debts, dues, liabilities, damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of any improper or unauthorized disclosure by Jordan or any of its authorized representatives of the Confidential Tax Information.

(iii) PSD hereby agrees to indemnify, defend, release, and hold harmless the TCC and each of its appointed officials, directors, agents, officers, employees, representatives and successors from and against any and all claims, losses, costs, suits, debts, dues, liabilities,

damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of any improper or unauthorized disclosure by PSD, its ACP or any of its authorized representatives of the Confidential Tax Information. PSD's obligation to indemnify, defend, release and hold harmless the TCC shall extend to any and all claims, losses, costs, suits, debts, dues, liabilities, damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of the TCC's contractual obligation to indemnify and hold harmless the Jordan as a result of the PSD, its ACP or any of its authorized representatives improper use or release of Confidential Tax Information provided by Jordan..

(iv) TCC hereby agrees to indemnify, defend, release, and hold harmless the PSD and each of its elected officials, agents, officers, employees, representatives and successors from and against any and all claims, losses, costs, suits, debts, dues, liabilities, damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of any improper or unauthorized disclosure by TCC or and each of its appointed officials, directors, agents, officers, employees, representatives and successors of the Confidential Tax Information.

(v.) Except as limited by Paragraph 24, below, Jordan hereby agrees to indemnify, defend, release, and hold harmless the TCC and each of its appointed officials, directors, agents, officers, employees, representatives and successors from and against any and all claims, losses, costs, suits, debts, dues, liabilities, damages, amounts paid in settlement or expenses, including, without limitation, reasonable attorney fees and disbursements arising out of any improper or unauthorized disclosure by Jordan or any of its authorized representatives of the Confidential Tax Information

12. As provided in Appendix "I", the Act 32 scanned images Records will only be provided if the fee for such records is paid in advance. All fees shall be made payable to "Jordan Tax Service, Inc."

13. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. The Court of Common Pleas of Allegheny County, Pennsylvania, shall have venue and jurisdiction to determine matters hereunder and all of the parties voluntarily consent to set jurisdiction in said County and Commonwealth.

14. This Agreement may not be modified except by a writing signed by all parties hereto. This Agreement shall benefit, and be binding upon, the parties hereto and their respective successors or assigns.

15. Neither party shall have the right to assign this Agreement without the express written consent of the other.

16. It is agreed that the covenants of this Agreement are severable, and that if any single clause or clauses shall be found unenforceable, the entire Agreement shall not fail, but shall be construed and enforced without any severed clauses in accordance with the terms of this Agreement.

17. This Agreement, including Appendix "I", "II" and "III" hereto, contain the entire agreement among the parties and supersedes any and all prior agreements or understandings relating to Confidential Tax Information. This Agreement may not be modified, altered, or changed except upon express written consent of both PSD and Jordan.

18. No Confidential Tax Information will be provided by Jordan to any PSD or ACP without a duly authorized and fully-executed Agreement.

19. At its duly advertized public meeting held on April 11, 2013, the TCC authorized the "Jordan Proposal" which outlined a plan to securely provide Confidential Tax Information to PSDs through their ACP as provided in this Agreement ("Jordan Proposal").

20. TCC hereby approves the content of this Agreement and, in accordance with the provisions of the Agreement dated November 18, 2010 between the TCC and Jordan ("Tax Officer Agreement"), the TCC authorizes Jordan to provide Confidential Tax Information identified in the Tax Officer Agreement and in the Jordan Proposal as summarized in Appendix I to this Agreement to the PSD through its ACP. The Tax Officer Agreement and Jordan Proposal are incorporated herein by reference.

21. In lieu of Jordan providing Confidential Tax Information to the TCC's Designated Committee Member, the TCC authorizes Jordan to provide the Confidential Tax Information identified in Appendix I, whether by separate reports or by combined reports, to the PSD through its ACP, provided that they approve and fully execute this Agreement.

22. Jordan agrees to provide Confidential Tax Information to the TCC's Member PSDs, in accordance with the provisions of this Agreement.

23. This Agreement does not change, amend or modify any provision of the Tax Officer Agreement.

24. For the purposes of the Indemnity from the TCC to Jordan in Article XI, Paragraph 2 of the Tax Officer Agreement, Confidential Tax Information disclosed by Jordan to the PSD through its ACP shall be considered the same as if Jordan originally provided the Confidential Tax Information to the Designated Committee Member. If the TCC's directive to Jordan to release Confidential Tax Information to a PSD through its ACP is adjudicated as unlawful or if the Confidential Tax Information is thereafter unlawfully disclosed resulting in a breach of confidentiality in violation of §514 of Act 32 or the Local Taxpayers Bill of Rights, the TCC shall defend, indemnify and hold and save harmless Jordan, and shall fully reimburse Jordan with respect to any related demands, actions, losses, damages, liabilities, claims, costs, and expenses, including, without limitation, reasonable attorney's fees resulting from any lawsuit or other legal proceeding or challenge brought by any party. Jordan shall give written notice to the TCC of any such lawsuit or other legal proceeding or investigation within then (10) working days after Jordan first learns of or receives process concerning such action and the TCC shall enter a defense to any such proceeding with counsel of its selection and at the TCC's expense.

25. This Agreement shall be effective when approved, authorized and executed by the TCC, PSD and ACP and received by Jordan. All reports and records shall be provided prospectively in accordance with the deadlines set forth in Appendix 1, except for the 2013 Quarterly Tax Data Reports which will be prepared for tax year 2013 provided the fully executed

Agreement is received by Jordan on or before July 1, 2013. Any Agreement received thereafter shall be considered a request for Quarterly Tax Data Reports for the 2014 calendar year. All reports must be ordered by the PSD, in writing, from the TCC on or before the applicable deadline in Appendix I. A single request on or before the beginning of each calendar year shall be sufficient for all reports identified in Appendix 1 provided that the request includes a reference that it relates to all or to the specific reports requested for the next calendar year. There is no need to enter into a new Agreement provided that the ACP remains unchanged.

26. Updates to Appendix II, PSD Authorized Representative List, shall be provided to the TCC which shall thereafter forward the revised Appendix II to Jordan.

*(Signature Page Follows)*

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Jordan Tax Service, Inc.

By: \_\_\_\_\_  
William R. Linnert, Jr., President

Attest: \_\_\_\_\_

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

Southwest Allegheny County  
Tax Collection Committee

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name)

Attest: \_\_\_\_\_

Chairperson  
(Title), on behalf of TCC

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

\_\_\_\_\_  
"PSD"

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name)

Attest: \_\_\_\_\_

(Title), on behalf of PSD

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

Authorized Contact Person

By: \_\_\_\_\_  
(Name)

Witness: \_\_\_\_\_

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

**Appendix "I"**  
**Act 32 Reports and Records Containing Confidential Tax Information**

Act 32 Report/Record	Deadline for PSD to request Report	When Tax Officer will deliver Report	Information contained in Report
Final Tax Return Data Compilation Report	July 1 of each year	Annually, on or after August 15	All adjudicated data detailing Earned Income Tax Payments distributed by Jordan to each PSD for a single tax year, including the names and addresses of each taxpayer to which payments are attributed. The Report will not contain Social Security Numbers
Quarterly Tax Data Report	January 15 <sup>th</sup> of each year	On or before May 1, August 1, November 1, and February 1, for the previous calendar year quarter	Earned income tax payments distributed by Jordan to each PSD for the current tax year during the previous quarter, along with the corresponding names and addresses for each taxpayer on whose behalf payment was made
Unidentified Collection Report	n/a	Within 60 days after each Earned Income and Net Profits quarterly and final return filing deadline	A report identifying Tax monies received which Tax Officer is unable to identify the political subdivision or tax collection district to which those Tax monies are to be distributed
Delinquent Tax Report	n/a	Within 90 days after the close of each calendar year	A report segregated by Tax year and PSD identifying delinquent Taxes, interest and penalties owed by individual taxpayers and/or employers; cumulative total delinquent Taxes for that particular Tax year; payments received for each Tax year; the outstanding balance for that particular Tax year
Scanned Final Returns	On or before July 1 of each year for the prior year's Returns	On or after August 15	All of the PSD's Individual Final Returns <b>(*SEE BELOW FOR SPECIFIC INSTRUCTIONS AND FEE INFORMATION)</b>

**\*Act 32 Records: Jordan to PSD via USB Flash Drive**

Annually, on or after August 15 of the year following each tax year, Jordan shall create an encrypted USB flash drive ("Flash Drive") containing scanned images of each PSD's Individual Final Returns ("Scanned Final Returns"). Each Flash Drive shall have a unique decryption key (i.e. password) that must be entered before accessing the Scanned Final Returns.

The decryption key shall only be accessible by electronic means (currently ShareFile™) and must be downloaded by the PSD's ACP when the decryption key is available.

Flash Drives must be ordered, in writing, by the PSD on or before July 1st of the year following the tax year.

The PSD's ACP will be contacted when the Flash Drive is available for pick-up or delivery and the ACP will be provided with the Flash Drive fee amount. No Flash Drive will be delivered to any ACP without a signed Confidentiality Agreement and Authorization and advance payment of the fee amount due. Fees shall be made payable to "Jordan Tax Service, Inc."

The annual fee for each Flash Drive will vary by the amount of data contained on it. The PSD will be charged a conversion and encryption fee in the amount of \$100 per gigabyte of data, or fraction thereof, subject to a minimum charge of \$200. The Tax Officer estimates that the largest PSDs will likely require approximately 10GB of space to store all Scanned Final Return records resulting in a fee of \$1,000. However, it is possible that the Scanned Final Return records may require more than 10GB.

**Appendix II**

**PSD Authorized Representative List**

Listed below are all PSD representatives who, in addition to the ACP, are the only PSD representatives authorized to review Confidential Tax Information. Each person listed has been provided with a copy of Appendix III to this Agreement and has been fully apprised of his or her rights and obligations related to the use and misuse of Confidential Tax Information.  
( ) Check here if additional names are continued on another sheet.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Appendix III**  
**Confidentiality Provisions of Act 32, the Local Taxpayers Bill of Rights and the**  
**Pennsylvania Criminal Code**

**Act 32 of 2008**

53 P.S. § 6924.514. Confidentiality.

(a) GENERAL RULE.-- Any information gained by a tax officer or any employee or agent of a tax officer or of the tax collection committee as a result of any declarations, returns, investigations, hearings or verifications shall be confidential tax information.

(b) PROHIBITED CONDUCT.-- It shall be unlawful, except for official purposes or as provided by law, for the Commonwealth, any political subdivision, tax collection committee member, tax officer or employee or agent of a tax officer or tax collection committee to do any of the following:

(1) Divulge or make known confidential tax information.

(2) Permit confidential tax information or a book containing an abstract or particulars of the abstract to be seen or examined by any person.

(3) Print, publish or otherwise make known any confidential tax information.

(c) PENALTIES.-- A person who violates subsection (b) commits a misdemeanor of the third degree and shall, upon conviction, be sentenced to pay a fine of not more than \$2,500 or to imprisonment for not more than one year, or both. If the offender is a member of the tax collection committee, the member shall be removed from the tax collection committee. If the offender is an employee of a tax collection committee or a political subdivision, the employee shall be discharged from employment. The offender shall pay the costs of prosecution.

**Local Taxpayers Bill of Rights (from Act 50 of 1998)**

53 Pa.C.S. § 8437. Confidentiality of tax information.

Any information gained by a local taxing authority as a result of any audit, return, report, investigation, hearing or verification shall be confidential tax information. It shall be unlawful, except for official purposes or as provided by law, for any local taxing authority to:

(1) Divulge or make known in any manner any confidential information gained in any return, investigation, hearing or verification to any person.

(2) Permit confidential tax information or any book containing any abstract or particulars thereof to be seen or examined by any person.

(3) Print, publish or make known in any manner any confidential tax information.

An offense under this section is a misdemeanor of the third degree, and, upon conviction thereof, a fine of not more than \$2,500 and costs, or a term of imprisonment for not more than one year, or both, may be imposed. If the offender is an officer or employee of the local taxing authority, the officer or employee shall be dismissed from office or discharged from employment.

**Criminal Code:**

18 Pa.C.S. § 7326. Disclosure of confidential tax information.

(a) Offense defined. --A person commits a misdemeanor of the third degree if he discloses, except to authorized persons for official governmental purposes, any tax information that is:

(1) designated as confidential by a statute or ordinance of a city of the second class; and

(2) obtained by him in conjunction with any declaration, return, audit, hearing or verification required or authorized by statute or ordinance.

(b) Exception. --Subsection (a) shall not apply where disclosure is required by law or by court order.

(c) Definition. --As used in this section, the term "person" includes, but is not limited to, a current or former officer or employee of the Commonwealth or any of its political subdivisions and any other individual who has access to confidential tax information.

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

MEMORANDUM OF LAW

TO: DORMONT BOROUGH COUNCIL AND MAYOR  
FROM: DODARO, MATTA & CAMBEST  
RE: BOROUGH MANAGER CONTRACT  
DATE: JUNE 18, 2013

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Attached is a revised contract for the Borough Manager. I believe it accurately reflects what Counsel had directed at the last executive session regarding this issue.

Should you have any questions please feel free to contact us.

# AGREEMENT

THIS AGREEMENT MADE as this 1<sup>st</sup> day of July, 2013, by and between the BOROUGH OF DORMONT of the Commonwealth of Pennsylvania (herein "Dormont")

A  
N  
D

Jeffrey Naftal

WHEREAS, Borough of Dormont wishes to employ Jeffrey Naftal as its Borough Manager; and

WHEREAS, the parties are desirous of entering into this agreement; and

WHEREAS, the Borough Code provides certain requirement for Borough Manager Contacts under Section 46142 (53 P.S. Section 46142),

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree to the following powers, duties, term of office, compensation and other terms and conditions of employment as Borough Manager.

## **Section A. Employment**

1. The Agreement shall commence on the 2<sup>nd</sup> day of July 2013 and end July 1, 2015.
2. As set forth in the Borough Code Section 46142 (53 P.S. Section 46142) nothing in this agreement shall prevent or limit the right of the Borough to terminate the services of Mr. Naftal at any time, at the sole discretion of the Borough Council. The severance shall be governed by under Section (C) sub paragraph (J)
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Naftal to resign at any time from his position with the Borough. Mr. Naftal shall give thirty (30) days written notice to the Borough prior to the effective date of his resignation.

## **Section B. Compensation.**

1. Mr. Naftal shall receive an annual salary of seventy-seven thousand, two hundred and fifty dollars (\$77,250)
2. Annual salary increases shall commence January 1, 2014 based upon annual performance evaluations conducted by the Council.

**Section C. Benefits.**

- A. Mr. Naftal shall be entitled to the following benefits as indicated by the current contract between the Borough and the non uniform plan employees:
  - 1. Hospitalization
  - 2. Life Insurance
  - 3. Holidays
- B. **Retirement** – Enrollment in the Borough’s Non-Uniformed Defined Benefit Employee Pension Plan.
- C. **Sick Days** – Sick days will be accumulated at the rate of 1 sick day/month of employment. Total days of accumulated sick leave may not exceed 36 days.
- D. **Vacation Days**- Vacation days will be accumulated at the rate of 1 vacation day per month. Total days of accumulated vacation days may not exceed 36 days.
- E. **Life Insurance**- Life insurance will be offered as for other non-uniform employees- a \$35,000.00 term life insurance policy
- F. **Auto Allowance** - \$750.00/annum excluding automobile costs incurred to attend authorized professional conferences (see below)
- G. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. However, Council will consider increasing this amount with sufficient justification.
- H. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.
- I. **Severance Pay** – 3 months at the then current wage rate and shall not include any accumulated sick leave or vacation leave. However, if Council terminates the Manager without cause, he/she will be will be reimbursed for hours worked, and for accumulated vacation, sick days.

**Other Terms and Conditions of Employment.**

- 1. Hours of Work. The parties understand and agree that the Manager position is exempt under the Fair Labor Standards Act and no overtime pay will be available.
- 2. Residency. The Manager need not be a resident of the Borough of Dormont.
- 3. Business Expenses:

- a. Mileage reimbursement per IRS regulations for Borough business. Travel to and from work is excluded.
  - b. Reimbursement within formal budgeting constraints and prior approval by Council for training, education and conferences related to the position of Borough Manager.
5. Pension. The Manager will be part of the Dormont Pension Plan for its non-uniformed employees, i.e., the Pennsylvania Municipal Retirement System and the parties hereto will be subject to the regulations applicable to said System as enacted and amended.
6. Powers and Duties. The powers and duties of the Manager shall be as set forth in the Borough Code Section 46142. 53 P.S. Section 46142
7. Bond. The Manager shall give a Bond to Dormont the manner provided in the Borough Code Section 46142. 53 P.S. Section 46142.
8. The Council in consultation with the Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law.
9. The Manager will also act as the Secretary or Assistant Secretary.
10. The Manager shall, at all times while on Dormont business, be attired in a professional manner.
11. During the term of employment by Dormont, the Manager agrees to remain in the exclusive employ of the Borough and not to accept other employment nor to become employed by any other employer without prior approval of the Borough Council
12. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Borough of Dormont has caused this Agreement to be signed and executed in its behalf by its President of Council and Jeffrey Naftal has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

ATTEST:

BOROUGH OF DORMONT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Jeffrey Naftal



## MEMORANDUM

**Date:** June 19, 2013  
**To:** Jeff Naftal, Borough Manager   
**From:** Kristin Hullihen, Recreation Director  
**Subject:** Renewal of Contract for Water Aerobics

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### Background:

Joanne Dressler has been a water aerobics instructor for over 20 years. She started teaching aerobics at Keystone Oaks five (5) years ago. Last year was her first year teaching at Dormont Pool.

### Discussion:

In 2012 a total of 16 water aerobics classes were held, Joanne was compensated \$480, and we received \$636 in revenue. The schedule this year would be for 20 classes held every Monday and Wednesday June 10 through August 14 from 7 to 8 pm. Based on last years revenue \$636 for 16 classes (approximately \$40 per class). This year's expected revenue is \$800 (20 classes at \$40 per class). The expected payment is \$600 (\$30 for each of the 20 classes). Because the number of classes and the number of participants can vary, these numbers are estimates.

### Recommendation:

I recommend that you have Council authorize you to execute the attached contract with Joanne Dressler for the 2013 Summer Water Aerobics Classes at a cost of \$30 per class held for a maximum of 20 classes.

KH

Attachment

## CONTRACT FOR INDEPENDENT PROFESSIONAL SERVICES

This Contract for Independent Professional Services (the Contract) is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between the Borough of Dormont, 1444 Hillsdale Ave., Pittsburgh, PA 15216 (hereinafter the Borough), and Joanne Dressler, an individual conducting business at 107 Shingiss Street, McKees Rocks, PA 15136 (hereinafter the Contractor).

1. Terms of the Contract: This Contract shall become effective on the date of execution and shall be for the Summer of 2013, specifically from June 10, 2013 through August 31, 2013, renewed annually, subject to the right of either party to terminate on thirty (30) days prior written notice.

2. Services to be Performed: The Contractor is being engaged to perform the following services for the Borough: Water Aerobics Classes at Dormont Pool on Monday and Wednesday evenings from 7:00 pm to 8:00 pm. Contract shall determine the methods, details, and means of providing the above-described services. Borough shall not control the manner or determine the method that contractor uses to perform the services described herein, provided that the Contractor shall be solely responsible for the satisfactory completion of the work in accordance with the usual and customary standards in the relevant trade profession and that contractor will furnish the Borough with regular reports, orally and in writing, as the Borough requires, on progress or status of the work and shall advise the Borough immediately of any difficulties or unforeseen circumstances. Contractor shall contract directly with third parties to whom the services are being provided.

3. Compensation: the Contractor shall be compensated at the rate of **Thirty Dollars (\$30.00) for each class performed** to be paid on a monthly basis. The Borough shall contract directly with participants for the services to be provided.

4. Independent contractor Status: The parties agree that services provided by the Contractor shall be as an independent contractor and not as an employee or agent of the Borough. The relationship between the Contractor and the Borough is and at all time shall remain that of an independent party to a contractual relationship. In no event shall either party be liable for the debts, obligations, actions or inactions of the other.

Contractor shall have no claim under this Agreement against Borough for vacation pay; paid sick leave; retirement benefits; social security; worker's compensation benefits; or any other employee benefit of any kind. Contractor agrees that he/she will not be treated as an employee of the Borough for federal income tax purposes and that the Borough will not withhold, on behalf of the Contractor, any sum for tax, unemployment insurance, social security, or any other withholding pursuant to law or requirement of any government body. Further, Borough will not make available any benefits afforded its employees to Contractor. Contractor shall be responsible for remitting the appropriate taxes due to the Federal, State and Local Governments.

4. Contractor shall provide to the Borough proof of liability insurance naming the Borough as a coinsured. Contractors and staff dealing with children shall also provide the Borough with ACT 33/34 Clearances at the renewal of each contract year.

5. Facilities, Supplies and Equipment: The Borough shall provide access to Dormont Pool and Dormont Pool Locker Rooms; The contractor shall provide any equipment and supplies necessary to provide the service.

6. For services rendered under this Contract, the Borough shall hold all registrations at Dormont Pool and receive all payments from participants. The Borough shall have the ability to approve rates charged to the program participants, but shall not unreasonable withhold approval if rates are comparable to other rates charged in similar programs.

7. Entire Agreement: This entire agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to its subject matter. No other agreement, statement or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding. The recitals stated at the beginning of the agreement are an integral part of this agreement.

8. Assignment: Neither this agreement or any duties or obligations under this shall be assignable by the Contractor without prior written notice to and approval of the Borough. In the event of an assignment by the Contractor to which the Borough has consented, the assignee or the assignee's legal representative shall agree in writing with the Borough to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

9. Successors and Assigns: Subject to the provisions regarding assignment, this Agreement shall be binding on their heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

10. Governing Law: The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the Commonwealth of Pennsylvania.

11. Amendment: This agreement may be amended by the mutual agreement in writing. No oral amendments are permitted. Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the Invalidity, Illegality, or unenforceability shall not affect any of the provisions of this agreement and this agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained in it.

12. Contractor shall indemnify, and hold harmless the Borough of Dormont, its agents, servants, representatives, insurers, officers, and employees from any and all liability, claims and damages whatsoever kind of nature, arising out of, or by reason of any injury and/or damage sustained in performing the services set forth by any party as a result of the contractor providing and/or performing the services set forth in paragraph 2 above on behalf of the Borough of Dormont.

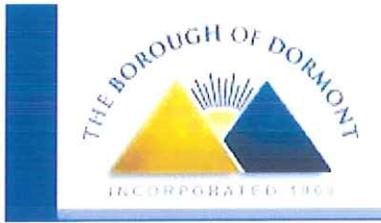
Executed on the day and year first written above, with the intent to be legally bound.

BOROUGH OF DORMONT

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

CONTRACTOR

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



## MEMORANDUM

**Date:** June 19, 2013

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

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

**Subject:** Belrose Avenue Crosswalk

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My office has been made aware of a potential pedestrian safety issue with the crosswalk on Belrose Avenue at the intersection with Potomac Avenue. It seems that the local residents have complained that traffic turning onto Belrose from Potomac is not seeing or stopping for pedestrians in the crosswalk.

At the same time, John Schneider in public works has expressed concerns over the maintenance and longevity of the existing crosswalks. He has advised that he is not getting the expected life out of the paver crosswalks that he anticipated, and how they have become an annual maintenance issue due to winter damage by snow plows.

Therefore in the interest of improving pedestrian safety, keeping in mind the aesthetics, maintenance of the crosswalks and cost, we have considered alternates to traditional striping or the brick pavers we have used in the past.

Striping is the least expensive, at between \$2.40 and \$3.25 a linear foot. For a 30' long crosswalk, the cost is between \$144 and \$195 per crosswalk. Striping is also the least durable. Typically in high traffic areas striping would have to be done twice per year. There is also nothing aesthetically pleasing with a striped crosswalk.

A paver crosswalk offers the old world charm and aesthetics of a brick paver surface, but is the most expensive option, with a history of yearly maintenance issues. Ranging from \$18 to \$22 per square foot, the cost of a 35' long by 8' wide brick paver crosswalk is between \$5,040 and \$6,160 per walk. Typically, paver crosswalks will last in excess of 10 years, but the experience of our public works department has been 10 years at the most. Through the winter months, brick crosswalks are subject to damage by snow plows and are subject to settlement. My experience has been that measures to repair the crosswalk never match the original installation, resulting over the life of the crosswalk, in a mismatched irregular surface, which at the end of the life typically presents a tripping Hazard.

As an intermediary solution, we considered a stamped asphalt surfacing system where the crosswalk is inset into the asphalt as thermoplastic sheets, imprinted with a brick pattern design, then heated and thermally fusion bonded to the asphalt. One such system is Traffic Patterns XD by Flint. This system consists of ¼ thick thermoplastic sheets that come imprinted with a grit surface for slip resistance. When imprinted with the brick pattern, the surface has the old world look of brick but is not subject to damage from snow plows. The estimated life of the surface is approximately 10 years. The Borough would also have the ability to choose an alternate color to that of your standard brick, which will improve the aesthetics and visibility. Ranging from \$12 to \$14 per square foot, the cost to install the 35' long by 8' wide crosswalk referenced above is between \$3,360 and \$3,920 per walk. Attached is a sample of the pre-installation thermoplastic sheet as well as a cut out section of street with the thermoplastic sheet imprinted and fused to the asphalt.

For the crosswalk on Belrose Avenue, Laurel Asphalt, Inc., who specializes in the installation of textured asphalt, has agreed to install the Traffic Patterns XD crosswalk for the reduced cost of \$1,760 which is a not to exceed price. They have agreed to do this installation at a price which is less than their normal price, so that the Borough may become familiar with their product and possibly specify the project in the future when various other crosswalks are in need of replacement.

Recommendation:

It is my opinion that the Traffic Patterns XD system, although more expensive than just painting, offers significant advantages that outweigh the initial cost, such as durability, safety, maintenance and aesthetics. The Borough has the opportunity, at a reduced price, to experience the product first-hand with an in-Borough test. Under the current road project, the Borough will be resurfacing Belrose Avenue and the thermoplastic crosswalk may be incorporated into the design. I therefore recommend that the Borough accept the proposal from Laurel Asphalt, Inc. for the not to exceed price of \$1,760.

Please advise if you need any additional information.



212 Pomroy's Drive, Windber, PA 15963  
 P.O. Box 5233, Johnstown, PA 15904  
 (814) 467-9131 Telephone  
 (814) 467-6460 Facsimile  
[www.laurelasphalt.com](http://www.laurelasphalt.com)

PA HIC Reg. # 023732

June 18, 2013

Mr. Wayne R. McVicar  
 Borough of Dormont  
 1444 Hillside Ave  
 Dormont, PA 15216

RE: Traffic Pattern XD Crosswalk

Dear Wayne;

Laurel Asphalt is pleased to submit the following proposal to install TrafficPatternsXD for one crosswalk on Potomac Ave. Laurel Asphalt has and maintains the Accreditation has required by the manufacturer. Laurel Asphalt is a PennDOT approved contractor. TrafficPatternsXD is an approved PennDOT product. We have completed many decorative TrafficPatternsXD crosswalks throughout Pennsylvania.

The proposed work includes the material, equipment and heating to melt the thermoplastics, and install TrafficPatternsXD as specified by the manufacturer. The crosswalk will be approximately 8 x 35 ft., with the estimated total square footage of 280 square feet.

The cost to install this crosswalk will be \$5.00 per square for the first 240 square feet, any square footage over 240 will be installed at a cost of \$14.00 per additional square footage.

**TrafficPatternsXD**

240 Square Feet	Unit Cost- \$5.00 / SF	Total - \$1,200.00
40 Square Feet	Unit Cost-\$14.00/ SF	Total- \$560.00

Laurel Asphalt will provide and install the PennDOT thermoplastic six-Inch white transverse lines to run parallel to crosswalk at no additional cost.

**The Borough of Dormont will be responsible to provide traffic control while the crosswalk is being installed. This work will not include any milling or asphalt work, or traffic markings other than the 6-inch crosswalk lines.**



Notes: The work is to be completed in a work like manner according to standard practices as weather permits. Laurel Asphalts work and workers are fully insured. The proposal is good only if accepted within 20 days. Laurel Asphalt is not responsible of any permits or permit fees necessary from the Borough of Dormont or PennDOT needed to complete the work.

Laurel Asphalt strongly recommends the temperature of 45 degrees and rising to install the Traffic Pattern XD. Temperatures less than this reduce the ability to melt the aggregate reinforced thermoplastic properly to the asphalt.

Laurel Asphalt will complete the crosswalk in one day, weather permitting. Traffic can drive on the material approximately one hour after work is completed.

The costs are based on Laurel Asphalt be able to complete work before September 30<sup>th</sup>, 2013 or sooner, weather permitting.

Terms: The balance for the work is due net 30 days upon completion of the work. There is a 2% per month service charge on all past due accounts.

Should you have any questions about the proposal or the specified work, please contact me at your earliest convenience. Laurel Asphalt looks forward to working with you.

Sincerely,

Dan Amrhein, Streetprint™ Manager  
LAUREL ASPHALT, L.L.C.

\*\*\*\*\*

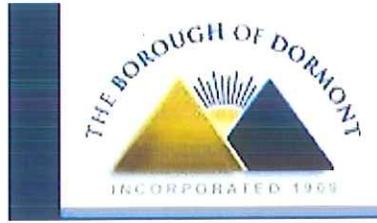
ACCEPTANCE OF PROPOSAL - After contacting Laurel Asphalt's office to schedule the work, please sign below, and forward this sheet to our office.

The June 18, 2013, proposal to the Borough of Dormont., including the price, conditions, and specifications from Laurel Asphalt, are satisfactory, agreed upon, and are hereby accepted. Laurel Asphalt is authorized to perform the work as specified.

ACCEPTED BY: \_\_\_\_\_

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





**MEMORANDUM**

**Date:** June 11, 2013

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

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

**Subject:** Strategic Planning Workshop

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Background:

Council began the Strategic Planning process by identifying their top ten issues that they wanted to see addressed in next one to three years. This led to a combined list of forty-four (44) items. Council, as well as the Planning Commission and senior staff (including the Police Chief and Fire Chief but not myself) then ranked their top ten items out of the list of 44.

Discussion:

The top ten rankings of each group showed a clear overall top nine. This came from three items which were in everyone's top ten and six items which were in two of the three group's top ten rankings. Those nine, in alphabetic order are:

<u>Item</u>	<u>Description</u>	<u>Which Group's Top 10?</u>
1	Attracting and Retaining Young Families	All Three
2	Business District Improvements	All Three
3	Develop a 10 Year Financial Forecast for Borough	Planning Comm./Staff
4	Encourage Businesses to Improve Their Appearance	Planning Comm./Staff
5	Encourage Property Owners to Clean and Improve	Council/Staff
6	Improve the Use of Borough Assets (Park, Pool, etc.)	Council/Planning Comm.
7	Increase "Green" Initiatives Within the Borough	Council/Planning Comm.
8	Street and Alley Maintenance	All Three
9	Update the Borough Zoning Code	Planning Comm./Staff

For the next step in the process was we sent out a mailing to every address that currently gets a newsletter and asked them to rank these nine items from 1 to 9 so that the public's priorities could be presented to you for consideration as we meet to formally develop the Strategic Plan. We received well over 400 responses which is a very good response rate for this type of effort. The exact number of responses differs by category as some residents chose not to rank all nine categories. The public's priorities are as follows:

<b>Item</b>	<b>Description</b>	<b>Average Ranking</b>
1	Attracting and Retaining Young Families	4.47
2	Business District Improvements	4.13
3	Develop a 10 Year Financial Forecast for Borough	5.31
4	Encourage Businesses to Improve Their Appearance	4.43
5	Encourage Property Owners to Clean and Improve	3.87
6	Improve the Use of Borough Assets (Park, Pool, etc.)	5.36
7	Increase "Green" Initiatives Within the Borough	6.74
8	Street and Alley Maintenance	3.59
9	Update the Borough Zoning Code	6.84

As would be expected, each of these items received rankings in all nine levels. However, those that fell at the bottom (Item #9 and Item #7) received many higher number rankings than the other categories. Similarly, those that are at the top (Item #8 and Item #5) received many lower number rankings. But there appears to be a clear Top 3 from the public of #8, then #5, and then #2. The next closest categories are #4 which is closely related to #2 and #1 which is impacted by #5 and #8. So if we can come up with goals for the Top 3 categories we more than likely will really be addressing the Top 5.

In addition to the rankings provided by the public, a number of the forms had written comments. Those comments that are actionable such as code enforcement issues are being provided to the appropriate staff for them to address. There are about 20 of these types of comments. Those that apply to a specific department but don't have any specific action to take are being provided to the appropriate department for their review. There are about 50 of these types of comments. All of the comments are being saved with the surveys.

At the June 3, 2013 Council Meeting, Council selected August 3, 2013 as the date for our Strategic Planning workshop. The workshop will be held from 9 AM until 3 PM and will include breakfast and lunch. We looked into a number of different venues for this but only three (3) met all of our criteria for space and food availability. Those three and their prices are as follows:

<b>Hotel</b>	<b>City</b>	<b>Room Cost</b>	<b>Food Cost</b>	<b>Total Cost</b>
Crowne Plaza	Bethel Park	\$200.00	\$325.00	\$525.00
Double Tree	Green Tree	\$250.00	\$500.00	\$750.00
Hampton Inn	Green Tree	\$125.00	\$200.00	\$325.00

The Hampton Inn in Green Tree is \$200 less than the next closest venue and will provide us with a comfortable meeting space, a continental breakfast, and lunch for a total cost of \$325.00.

Recommendation:

I recommend that Council authorize me to book a meeting room and food at the Hampton Inn in Green Tree for the purpose of holding our Strategic Planning workshop at a cost of \$325.00.

JN



## MEMORANDUM

**Date:** June 12, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Tax Collection IT Expenditures

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### Background:

Until March of this year the Tax Collector for the Borough did not use any computer software to track and collect our real estate taxes. Everything was done on paper records. In February, Council voted to authorize the purchase of tax collection software from Logi-Tek Solutions at a cost of \$1,449 for the first year. That cost included a day of onsite training plus remote training as much and as often as needed. The Tax Collector and I were trained on the system onsite as provided for in the contract we signed.

### Discussion:

Following the training, the Tax Collector began using the system but apparently needed help to do so. He enlisted the support of his daughter to get the system up and running and everything appeared to be going relatively well. Periodically I would hear from staff about printing issues or unbalanced deposits or other technical issues but I was never asked to address any of these issues.

However, I was contacted by the software company indicating that the Tax Collector had requested additional onsite training on some items he had not used before. I was told that the cost of this training would not exceed \$300 and so I gave the go ahead for it since we want to maximize the usage of the software. That training happened on May 30, 2013. Following the training I was contacted by the software company to let me know the following:

- The Tax Collector's daughter was there and received the training too.
- It is recommended that a new B&W Laser printer be purchased to replace the inkjet printer currently being used by the Tax Collector.
- That the Tax Collector should have an e-mail address and use it.

- That the data on the software should be backed up daily to ensure that all tax records can be retrieved should something happen to the Tax Collector's computer.

With regards to this last item, normally all of our computers are backed up nightly by the new software we just purchased and that is done at one time because all of our computers are tied to the server. But I have not placed the Tax Collector's computer on our network for a number of reasons. Among them are: he leaves his computer on and there is no security access to the computer; I want to treat all elected officials the same and we do not provide a computer for Council; and, with his daughter running the software I am not comfortable with a non-Borough employee or non-elected official being given access to the server.

With regards to the third bullet point above, I told the software company that the Tax Collector would be responsible for getting his own e-mail address. This is mainly for the reasons noted above about network server access and to a small extent because State law gives the position so much autonomy that I don't think a @boro.dormont.pa.us e-mail address is appropriate.

Finally, with regards to the Tax Collector's daughter running the software, State law can be summarized as follows:

A tax collector may appoint one or more deputy tax collectors with the approval of the taxing district and the surety. Persons so appointed must be deputized in writing. Deputy tax collectors are authorized to receive and collect taxes with the same authority as the appointing tax collector. There are no particular qualifications for a deputy. Obviously the person must have the confidence of the tax collector, the taxing districts and the surety. The law makes the tax collector responsible for all taxes collected and received by any deputies appointed.

Without the formal approval from the taxing districts and the surety making the Tax Collector's daughter his deputy, I believe I am right in not providing access to the Borough's servers to the Tax Collector at this time.

Following the training, the software company billed us \$222.50 which includes travel costs plus 2 hours of training. I had our IT Consultant price out the printer and a system for backing up the Tax Collector's computer and the total for those comes out to \$447.99. The total cost then of these IT expenditures for the Tax Collector would be \$670.49. No funds were budgeted for this purchase in either the Tax Collector or Data Processing Departments so the funds for this purchase will need to come from the Contingency line item in the Contingency Department where there is \$76,063.99 available as of the writing of this report.

State law on what the Borough is responsible for paying is summarized as follows:

The expenses of printing and postage for the tax collector are to be paid by the taxing districts. This is in addition to the tax collector's stipulated compensation. . . . Data processing costs should be borne by the taxing districts. Although the Local Tax Collection Law, enacted in 1945, did not foresee such data processing capability, computer calculation and printing of tax bills fall most closely under the category of printing, an expense paid by the taxing district. However, in areas where data processing capability becomes available, taxing districts can adjust the compensation of tax collectors in future terms if they are no longer required to prepare tax bills by hand.

In boroughs and second class townships, tax collectors are to be allowed actual expenses for printing, postage, books, blanks and forms necessary for collecting taxes.

By my reading of this, the Keystone Oaks School District should be responsible for half of these costs and quite possibly half of what we paid for the software itself. But whether they do or not, it appears we need to pay these expenses.

Recommendation:

I recommend that Council authorize me to pay Logi-Tek Solutions \$222.50 for additional training and to purchase a laser printer and a data backup system for the Tax Collector at a cost of \$447.99.

JN

Cc: Harvey Lieberman, Tax Collector

# LOGI-TEK Solutions

P.O. Box 311 • Verona, PA 15147  
Phone: (412) 828-5044 • Fax: (412) 828-5045  
www.logi-tek.com

Invoice No.: 213151  
Invoice Date: 06/03/2013  
Terms: DUE UPON RECEIPT  
Customer ID: 1182  
Customer P.O.: May Billing

Sold To:

DORMONT BOROUGH  
1444 HILLSDALE AVENUE

DORMONT PA 15216

S E R V I C E I N V O I C E

<u>Performed By</u>	<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
SCATENA	05/30/2013	PROPERTY TAX SOFTWARE TRAINING	2.00	85.00	170.00
	05/30/2013	TRAVEL	1.50	35.00	52.50

01-407-271

\* Totals: 222.50

PA Sales Tax: .00

Freight/Misc. Charges: .00

\*\* TOTAL DUE THIS INVOICE: \$ 222.50

Please make checks payable to Logi-Tek Solutions. THANK YOU FOR YOUR BUSINESS!

KMCS Limited

5454 Hacienda Drive  
Pittsburgh, PA 15236

# Estimate

Date	Estimate #
6/3/2013	2

Name / Address
Borough of Dormont Dormont Borough Municipal Building 1444 Hillsdale Avenue Dormont, PA 15216-2019

Project

Description	Qty	Rate	Total
HP Laserjet Pro	1	300.00	300.00
Western Digital - My Passport 1TB Hard Drive	1	98.00	98.00
Acronis True Image Backup Software	1	49.99	49.99
		<b>Total</b>	\$447.99



**MEMORANDUM**

**Date:** June 19, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Zoning Hearing Board Appointment

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Background:

On June 16, 2013, Mr. George Pitcher resigned his seat on the Zoning Hearing Board. The term for that seat ends in 2014.

Discussion:

In filling the last vacancy on the Planning Commission, the Property, Supplies and Planning Committee met and interviewed three applicants. All of them presented themselves very well. After selecting one applicant for the Planning Commission position, the Committee wanted to try to find other boards or committees where the other applicants could play roles because of the high quality of these applicants. I informed Council that as vacancies occur, we would be approaching these applicants to see if they would volunteer for the alternative positions. In fact, one of the candidates filled a vacancy on the Recreation Board last month.

With Mr. Pitcher's resignation, I approached the last of the three interviewees, Mr. Frank Stumpo of Belrose Avenue about his interest in serving on the Zoning Hearing Board and he is interested in serving on this Board. As you can see from the attached resume, Mr. Stumpo has extensive engineering and project management experience and is familiar with the Zoning Hearing Board's role. I believe he would be a good fit for the Board.

Recommendation:

I recommend that Council select Mr. Frank Stumpo to fill the remainder of Mr. Pitcher's term on the Zoning Hearing Board.

JN

Attachment

Cc: Zoning Hearing Board

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# FRANK STUMPO

925 Bedford Ave.  
Pittsburgh, PA 15214

Phone: (412) 455-5000  
Email: [frank.stumpo@verizon.net](mailto:frank.stumpo@verizon.net)

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## ENGINEERING AND PROJECT MANAGEMENT EXPERTISE

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I am a highly flexible project manager with over 15 years on-the-project experience in engineering and construction management, corporate facility management and managing ongoing client relationships. My proven record of successful multi-million dollar projects includes all aspects of project management, from fostering partnerships to internal and vendor team building. I have a keen ability to surpass customer/client goals while maintaining and frequently beating, budget. I have significant experience in contract negotiation, cost estimating, cash-flow and change management, and am skilled at planning and scheduling projects, large and small. Key areas of experience and knowledge are:

### Project Management

- Leadership and team building
- Scope and change management
- Critical Path project management
- Client, contractor, vendor relations

### Vendor Management

- Field implementation and partnering
- Contract administration
- Procurement
- Contract Negotiation

### Engineering Management

- Conceptual design
- Design progress and document control
- Budget and cost management
- Quality control

## PROFESSIONAL EXPERIENCE

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### Black & Veatch, Pittsburgh, PA

#### Lead Civil Engineer (contract)

October 2012 - Present

*Provide technical engineering management support to construction, operations, real estate, and executive teams, coordinating with all project disciplines to facilitate, expedite and drive to closure all assigned projects. Manage the design, development and construction administration for multiple telecommunication sites including new site builds, rooftop installations and tower installations and modifications.*

- Serve as main point of contact for Clients, Consultants and construction team on design and issues resolution.
- Lead and manage internal production team for the on time delivery of work products and service that meet Clients needs on projects.
- Lead and conduct field visit with Client, Owners, and Real Estate brokers to determine site suitability and develop site specific scopes of work.
- Perform design development coordination of site development, utility installation foundation design and structural modification.
- Manage and evaluate quality and progress for 3<sup>rd</sup> party A/E services and self performed work.
- Negotiate with client in circumstances where scope and deliverables are undefined and provide alternative solutions.
- Bridge communication between multiple markets, cross-functional groups, subcontractors and field personnel.
- Manage and maintain relationships while assuring work is performed in accordance with project objectives.
- Coordinate deliverables for planning, zoning and permitting in differing jurisdictional areas adapting to differing requirements.
- Identify, assess and engage both internal and external customers for improvement opportunities that add value and reduce project construction cost.

### PW Campbell Contracting, Pittsburgh, PA

#### Project Manager

2009- 2011

*Responsible for the successful execution, completion and client satisfaction on commercial design/ build construction projects. Well versed in all aspects of contract administration & staff supervision (from conceptual design stages to close-out), CPM scheduling, project accounting/earned value billing, and the oversight of QA/QC and safety programs.*

- Manage the development of design and construction documents for compliance with Client requirements.

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## FRANK STUMPO

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- Manage and direct multi-phase construction projects, including schedule, scope and budget management.
- Responsible for making key decisions and assisting the Owner with key design / construction issues to ensure satisfaction.
- Assist in coordinating with necessary jurisdictional agencies for approvals, permits, inspections and final certifications.
- Act as company liaison for Owner and client.
- Coordinate and direct construction contracting process including development of project scopes, hire, schedule, supervise and coordinate, the work of multiple trade Subcontractors, Engineering Consultants, Contractors and other professionals.
- Report budget status and project progress to upper management.
- Schedule and coordinate Client meetings, explained design and construction concerns and cost effective options.
- Assist Superintendent in project coordination and trouble shooting.

### *Noted Accomplishments*

- *Exceed projected budget profitability for all assigned projects.*
- *Successfully managed multi-phase renovation and expansion of a 5000SF financial institution while maintaining daily operations, with no disruption to service.*
- *Met schedule and safety goals for multiple projects.*
- *Met or exceeded Client satisfaction on all projects.*

### **FedEx Ground, a Division of FedEx Corporation, Pittsburgh, PA**

#### **Project Engineer/ Project Manager**

**2000 - 2009**

*Responsible for cross-functional project management for the implementation of large and diverse capital improvement projects. Simultaneously manage and implement design and construction for multiple projects annually ranging from \$1M to \$60M.*

- Supervise and coordinate the work of multiple internal departments (real estate, IT/ telecom, field operations, planning, design engineering and material handling).
- Supervise, coordinate and review the work of Real Estate Developers, Engineering Consultants, Construction Managers, Contractors and other professionals.
- Plan, develop, coordinate and direct complex site and building development projects including current and future year Capital and Expense budget and planning needs.
- Manage the development of design and construction documents for compliance with company standards and to ensure the conformance to applicable codes.
- Assist in coordinating with necessary jurisdictional agencies for approvals, permits and final certifications. Including presentations to Planning and Zoning boards and other local, State and Federal approving agencies.
- Coordinate and direct construction contracting process including bid package assembly, contractor solicitation, proposal evaluation and contract award.
- Manage and direct multi-phase construction projects, including schedule, scope and budget management.
- Report budget status and project progress to upper management.
- Provide technical engineering and management support to internal departments.
- Mentor and provide guidance to lower level engineers.

### *Noted Accomplishments*

- *Successfully managed a \$60M, 185,000 square foot expansion of the largest operating facility in the company's network, including multiple phased turnovers to ensure continuous operation of the facility. This project doubled the facility's volume processing, reduced operating costs and created a more efficient processing system.*
- *Successfully completed a \$50M, new construction of a state of the art automated distribution facility, fueling station and vehicle maintenance garage. The project will decrease transit lane times on the East Coast and increase on-time service to the New York Metro and Eastern seaboard regions.*
- *Responsible for design, development and roll-out of Company wide automated Fleet Fueling Systems that contributes daily to a more efficient vehicle fueling process.*
- *Developed company wide standard design details and specification.*

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# FRANK STUMPO

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## Wilson Construction Co., Inc., Windber, PA

**Project Manager/ Estimator**

1997 - 2000

*Performed project management and estimating duties for multi-million dollar commercial & industrial projects.*

- Effectively contributed to the implementation of a database-managed estimating system that contributed to faster and more accurate estimations of project costs.
- Managed all phases of multi-discipline construction projects, including company workforce, outside consultants and subcontractors.
- Quantity take-off, cost estimation and final proposal preparation and presentation.
- Subcontract solicitation, proposal/contract negotiation, buyout and purchasing, cost control and scheduling.

### *Noted Accomplishments*

- *Successfully estimated and managed multiple projects with a combined annual budget of \$8.0M.*
- *Clients included Colleges and Universities, Hospitals, Churches various School Districts and retail chains.*

## All Eastern Sales & Construction, Patton, PA

**Project Manager**

1996 – 1997

*Responsible for management and coordination of commercial and residential construction projects. Direct reports included site superintendents, company labor force and outside subcontractors.*

- Responsible for developing proposals, negotiating contracts and business development.
- Estimate project costs and develop project schedules.
- Coordinate client requirement with design and construction.
- Schedule and supervise subcontractors, and administer contracts.

### *Noted Accomplishments*

- *Successfully implemented cost estimating techniques and strategies for commercial and residential construction projects.*
- *Launched and introduced the use of schedule software to aid in project tracking, and management of subcontractor and suppliers.*

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## EDUCATION AND PROFESSIONAL DEVELOPMENT

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### University of Pittsburgh, 1994

B.S. Civil Engineering, minor in Land Surveying, with concentrations in Environmental Engineering and Engineering Management.

### Continuing Education and Skills

#### Certifications

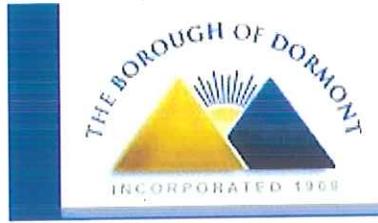
- RS Means estimating course, 2005
- ASCE continuing education courses annually
- The Art of Project Management Course, 2004
- ACI concrete courses, 2005, 2008
- Member ASCE

#### Construction Management Skills

- Cost Estimating and Budgeting
- Cash flow Management
- Contract Administration
- Scheduling
- Design Development

#### Computer Skills

- Microsoft Office 2003 / 2007: Project, Word, Excel, Outlook, PowerPoint
- Lotus Notes
- Timberline



## MEMORANDUM

**Date:** June 13, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Zoning Official Designation

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### Background:

On April 2, 2012, Council appointed Pat Kelly, the Building Official as the Zoning Official also. That was necessary because the former Borough Manager had been the Zoning Official and was never replaced after his resignation. The Borough's Code requires us to have a Zoning Official appointed by the Borough Council and the Building Official is qualified to hold this position.

### Discussion:

The Borough's Code sets out the following criteria for the Zoning Official:

§ 210-92. Zoning Officer; permits; inspections.

A. Zoning Officer.

(1) The Zoning Officer shall be appointed by the Borough Council and shall hold no elective office in the borough. The Zoning Officer shall meet the qualifications established by the borough and shall be able to demonstrate, to the satisfaction of the borough, a working knowledge of municipal zoning.

(2) The Zoning Officer shall have all the powers and duties conferred on him by this chapter and the Pennsylvania Municipalities Planning Code. The Zoning Officer shall administer this chapter in accordance with its literal terms and shall not have the power to permit any construction or any use or change of use which does not conform to this chapter. The Zoning Officer's duties shall include the following:

(a) Enforcement. The Zoning Officer shall be empowered to institute civil enforcement proceedings in accordance with the provisions of §210-94 as a means of enforcement when acting within the scope of his/her employment.

(b) Receipt of applications. The Zoning Officer shall receive applications for any new use or change of use filed in accordance with §210-95 prior to the start of construction or establishment or change of the use by any landowner or lessee. Such application shall describe the proposed activity in sufficient detail to determine whether or not it meets the requirements of this and other applicable borough ordinances. Applications for uses by special exception, conditional uses and variances shall be filed in accordance with §210-60(A) or (B) or §210-101, whichever is applicable, and shall be forwarded by the Zoning Officer to the appropriate decision-making body. In addition, the Zoning Officer shall receive and forward all applications for appeals to the Zoning Hearing Board.

While the Building Official met and meets these criteria, in many municipalities it is the Borough Manager who is designated the Zoning Official. This is because the Manager has a better overall view of the municipality and direct contact with the Council which allows them to make zoning decisions that will meet the needs of Council and the community. In fact, I have been the zoning official in some of my other cities and been involved in zoning decisions throughout my entire career.

This distinction will become increasingly important as we move to a “development review” process for new development within the Borough. That process gives every interested party a seat at the table as plans are reviewed and allows everyone to identify from their particular area (zoning, utilities, public safety, etc.) what changes are needed in the development plans. This will be done by our community development “team”. We have a Code Enforcement Officer to handle all aspects of enforcement after a development is completed. We have a Borough Engineer to handle all engineering related development issues. And we have our Building Official to handle all of the building permit and inspection issues of a development as it is being built.

If our Building Official was to continue as the Zoning Official, then while at the table he would have to review plans from two different perspectives, that of the Building Code and that of our own Zoning Code. Since I will be at the table for these reviews anyway, it makes logical sense to have me handle the zoning aspects of the development review and allow the Building Official to concentrate on his area of strength. This would complete our “team” and allow us to function in unison with a focus on our areas of strength. So I am formally requesting that Council designate me as the Zoning Official for the Borough of Dormont.

Recommendation:

I recommend that Council appoint me as the Borough's Zoning Official effective immediately.

JN

Cc: Pat Kelly, Building Official  
Wayne McVicar, Borough Engineer  
Monica Dahlkemper, Code Enforcement Officer