

**WEST DEER
TOWNSHIP
SUPERVISORS
MEETING**



November 15, 2017

6:00 p.m./Executive Session

6:30 p.m./Regular Business Meeting

Members present:
Dr. DiSanti _____
Mr. Florentine _____
Mr. Guerre _____
Mrs. Hollibaugh _____
Mrs. Romig _____
Mr. Vaerewyck _____
Mr. Fleming _____

WEST DEER TOWNSHIP
Board of Supervisors
November 15, 2017

6:00 pm: Executive Session
6:30 pm: Regular Business Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Executive Session Held**
5. **Registered Comments from the Public**
 - **Ms. Maureen McDonough**
6. **Comments from the Public**
7. **Accept minutes**
8. **Monthly Financial Report**
 - A. **Finance Officer's Report**
 - B. **List of Bills**
 - C. **Utilities & Payroll**
9. **Police Chief's Report**
10. **Building Inspector/Code Enforcement Officer's Report**
11. **Report from the Parks and Recreation Board**
12. **Engineer's Report**
 - A. **Nike Site/Senior Center Parking Lots Change Order**
13. **Advertisement: Charter Commission Ordinances**
14. **Authorization: Nike Site Backfilling/Landscaping**
15. **Authorization: North Hills COG Nike Site ADA Walkway (CDBG Grant) Rebid**
16. **Authorization: Sale of Public Works Pick Up Truck**
17. **Adoption: Resolution No. 2017-10 (Volunteer Service Credit Program)**
18. **Adoption: Resolution No. 2017-11 (Supplemental Winter Maintenance Agreement)**
19. **Resignation: Part Time Police Officer**
20. **Committee Reports**
21. **Old Business**
22. **New Business**
23. **Set Agenda: November 15, 2017**
24. **Comments from the Public**
25. **Adjournment**

2018 PUBLIC BUDGET WORKSHOP MEETING
FOLLOWING THE REGULAR MEETING

1 Call to Order

2 Pledge of Allegiance

3 Roll Call - Mr. Mator . . .

4 Executive Session

REGISTERED COMMENTS FROM THE PUBLIC

- MS. MAUREEN MCDONOUGH, BENJAMIN STREET

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COMMENTS FROM THE PUBLIC

THE BOARD WILL HEAR COMMENT ON AGENDA AND PUBLIC-RELATED ITEMS AT THIS TIME. PLEASE APPROACH THE MICROPHONE, CLEARLY STATE YOUR NAME AND ADDRESS, AND LIMIT YOUR COMMENTS TO FIVE (5) MINUTES.

6

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE OCTOBER 18, 2017 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE OCTOBER 18, 2017 MEETING AS PRESENTED.

MOTION SECOND AYES NAYES

MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLEMING	___	___	___	___

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West Deer Township
Board of Supervisors
18 October 2017
6:30 p.m.

The West Deer Township Board of Supervisors held their Regular Business Meeting at the West Deer Township Municipal Building. Members present: Richard W. DiSanti, Jr., Vice Chairman; Leonard Guerre, Shirley Hollibaugh, Joyce A. Romig, and Gerry Vaerewyck. Members absent: Jeffrey D. Fleming, Chairman; and Rick W. Florentine. Also present were: Daniel J. Mator, Jr., Township Manager; Barbara Nardis, Finance Officer; Douglas Happel, representing Griffith, McCague, & Wallace; and Scott Shoup, representing Shoup Engineering.

PLEDGE OF ALLEGIANCE

Vice Chairman DiSanti opened and welcomed everyone to the meeting.

Roll Call taken by Mr. Mator – Quorum present.

Mr. Happel announced the Board held an Executive Session at 6:00 p.m. to discuss the three union agreements, one employee issue, and briefly discussed the item on the agenda addressing Chairman Fleming.

REGISTERED COMMENTS FROM THE PUBLIC

- None

COMMENTS FROM THE PUBLIC

Vice Chairman DiSanti asked if there were any comments at this time on the agenda and public-related items and if so, asked the public to please approach the microphone, clearly state their name and address, and limit their comments to five (5) minutes.

- Ms. Maureen McDonough, 542 Benjamin Street, addressed the Board with her concerns on the paving of Benjamin Street by Shields Asphalt. She stated that she is disabled and felt the connection to her driveway is hazardous. Ms. McDonough distributed pictures and a letter from her social worker, and stated that she felt her driveway should be smooth like her neighbors.

Mr. Shoup explained that the original curb in conjunction with her driveway pitch caused cars to scrape bottom. He stated that Shields Asphalt – upon Ms. McDonough’s request – milled her driveway down to correct the problem. He also mentioned that the Public Works Foreman inspected the millwork and said he saw no problem with it.

Mr. Shoup explained that Shields Asphalt is not willing to do anything more.

After further discussion, Mr. Yourish will contact Ms. McDonough next week to address her concerns.

ACCEPT MINUTES

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to accept the minutes of the September 20, 2017 meeting as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT

Mrs. Nardis read the following Finance Officer's Report.

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
September 30, 2017

I - GENERAL FUND:

	<u>August</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	502,042.34	4,962,544.76	81.04%
Expenditures	727,122.53	4,266,084.42	69.66%

Cash and Cash Equivalents:

Sweep Account

1,031,531.321,031,531.32**II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Sweep Account - Restricted

14,320.06

Fire Tax Fund:

Sweep Account - Restricted

108,510.69

State/Liquid Fuels Fund:

Sweep Account - Restricted

222,243.50345,074.25**Investments:****Operating Reserve Fund:**

Sweep Account - Reserved

704,588.86

Capital Reserve Fund:

Sweep Account - Reserved

349,715.931,054,304.79**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**0.000.00**TOTAL CASH BALANCE 9/30/17**2,430,910.36**Interest Earned September 2017****240.92**

	<u>9/1/2017</u> <u>Debt Balance</u>	<u>September</u> <u>Principal</u> <u>Payment</u>	<u>9/30/2017</u> <u>Debt Balance</u>
Mars National - VFC #3	\$256,498.14	\$2,607.94	\$254,625.85

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to approve the Finance Officer's Report as submitted. Motion carried unanimously 5-0.

LIST OF BILLS

Air-Vac Inc.....	7230.00
Best Wholesale Tire Co., Inc.....	364.28
Dell Marketing LP.....	3958.80
Digital-Ally	14240.60
Griffith, McCague & Wallace, PC	1824.00
Jordan Tax Service, Inc.....	1281.16
Kress Tire.....	1401.00
Management Science Associates, Inc.....	2399.00
Office Depot.....	932.63
Shoup Engineering Inc.	13393.50
Staley Communications.....	1266.60
The Lane Construction Corporation.....	3773.28
Toshiba Financial Services.....	606.17
Tristani Brothers, Inc.....	1595.02

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to pay the List of Bills as submitted, and all approved reimbursable items in compliance with generally accepted accounting practices. Motion carried unanimously 5-0.

UTILITIES AND PAYROLL

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to pay utilities and payroll from 19 October 2017 to 15 November 2017. Motion carried unanimously 5-0.

TAX REFUNDS

The Board is in receipt of the list from the Tax Collector requesting the issuance of real estate tax refunds due to assessment changes by Allegheny County for the Years 2016 and 2017.

2016 REAL ESTATE TAX REFUND

<u>NAME</u>	<u>LOT/BLOCK</u>	<u>AMOUNT</u>
Colledge, James A / Mikell	1670-G-61	\$175.34
Adamik, Michelle	1217-A-109	\$128.55

2017 REAL ESTATE TAX REFUND

<u>NAME</u>	<u>LOT/BLOCK</u>	<u>AMOUNT</u>
Adamik, Michelle / Guerrieri	1217-A-109	\$212.47
Colledge, James A / Mikell	1670-G-61	\$239.50
Rebecca Residence	1215-J-221	\$547.17
Redevelopment Auth of Allegheny County	1838-P-225	\$ 8.23
Redevelopment Auth of Allegheny County	1361-M-305	\$ 61.00

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to issue the tax refunds as submitted by the Tax Collector. Motion carried unanimously 5-0.

POLICE CHIEF'S REPORT

Chief Jon Lape was present and provided a summary report on the Police Department for the month of September 2017. A copy of the report is on file at the Township.

- **Law Enforcement Explorer Post**– Chief Lape also provided the Board with information on the proposed Law Enforcement Explorer Post Program. It is the preeminent career orientation and experience program for young people contemplating a career in the field of criminal justice. Its mission is to offer young adults, ages 14-21, interested in a career in law enforcement a personal awareness of the criminal justice system through training, practical experiences and other activities. The Board agreed for the Police Department to start the proposed Law Enforcement Explorer Post Program in the Township.

BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT

Mr. Bill Payne was present and provided a summary report on Code Enforcement for the month of September 2017. A copy of the report is on file at the Township.

PARKS AND RECREATION BOARD REPORT

Mrs. Beverly Jordan, Chairwoman, was present and provided a summary report on the Parks and Recreation Board:

- September 27th: Parks & Recreation meeting
- October 28th: Trunk or Treat at East Union Presbyterian Church – 6 pm to 8 pm
- December 10th: Breakfast with Santa Claus at Fire Hall No. 1
- Haunted House is opened – 10% comes back to the Township and a portion will be donated by Shawn Maudhuit to “Monsters Against Bullying”
- Budget submitted

ENGINEER'S REPORT

The Board received the Engineer's Report submitted by Shoup Engineering, Inc. Mr. Scott Shoup represented Shoup Engineering, Inc., and summarized the meeting attendance and details of his formal report:

DEVELOPMENTS/PROJECTS

Mr. Shoup updated the Board on the following developments/projects:

- Nike Site/Senior Center Parking Lot Projects
 - Work on this project is nearly complete with paving work on-going and line striping to follow.
- AVJSA Act 537 Plan Update
 - Mr. Shoup attended multiple meetings regarding the Act 537 Plan Update. Based on conceptual plans, the proposed treatment plant and pump station expansion has a preliminary cost of \$62,000,000. The Act 537 Plan should be presented to the Township by the end of the year.
- Cedar Ridge Storm Sewers
 - Insight Pipe has completed the CCTV and cleaning work on this project. (Additional monies were spent as per the motion at the September 20th meeting).
- EMS Building Subdivision

- Mr. Shoup met with the Solicitor to review the subdivision requirements to formally create the parcel of land on which the EMS building sits. The subdivision will require a survey and plotting of approximately 17 acres of the School District property. The cost for preparation of the survey subdivision would be \$4,600.00.
- Mr. Mator asked Mr. Happel to request the School District pay half of the amount of the survey.

Development/Subdivision Reviews

- None

ACKNOWLEDGEMENT OF UNSAFE STRUCTURE: 71 NORRIS LANE

- Notice of Unsafe Structure
- Property located at 71 Norris Lane in Tarentum
- Lot/Block #2013-D-349
- Deed Book 11498, Page 10

Two structures were inspected by William Payne, Code Enforcement Officer and determined, pursuant to Township Ordinance 172 that the house located thereon is in a dangerous condition and constitutes a public nuisance. Specifically, the house is in violation of Article VI Houses and Community Environment of Allegheny Health Department Rules and Regulations and the manufacture home is an illegal structure per West Deer Zoning Ordinance No. 394 and PA Department of Community and Economic Development.

The Board received copies of the listed violations.

Mr. Happel will review this issue.

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Romig to table until Mr. Happel can make a resolution. Motion carried unanimously 5-0.

ADOPTION: ACT 172 (FIREFIGHTER EIT CREDIT) ORDINANCE

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE NO. 388 BY ESTABLISHING A VOLUNTEER SERVICE CREDIT PROGRAM; AUTHORIZING LOCAL TAX CREDITS FOR VOLUNTEER MEMBERS OF VOLUNTEER FIRE COMPANIES AND NONPROFIT EMERGENCY MEDICAL SERVICES AGENCIES; AND ESTABLISHING ADMINISTRATIVE PROCEDURES AND APPEALS.

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to adopt Ordinance No. 418 amending Ordinance No. 388 by establishing a Volunteer Service Credit Program; authorizing local tax credits for volunteer members of volunteer fire companies and nonprofit emergency medical service agencies; and establishing administrative procedures and appeals. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2017-9 (PUBLIC WORKS UNION AGREEMENT)

The Board received a copy of Resolution No. 2017-9, which ratifies the negotiated agreement between the Local 668 Service Employees International Union (Public Works) and the Township. This agreement is effective 1 January 2017 through 31 December 2020.

A RESOLUTION RATIFYING THE NEGOTIATED AGREEMENT BETWEEN THE LOCAL 668 SERVICE EMPLOYEES INTERNATIONAL PUBLIC WORKS UNION AND WEST DEER TOWNSHIP, EFFECTIVE 1 JANUARY 2017 THROUGH 31 DECEMBER 2020.

The signed agreement was provided to the Board of Supervisors for review at the Executive Session prior to the meeting.

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to adopt Resolution No. 2017-9 ratifying the Local 668 Service Employees International Union (Public Works Union) Agreement, effective 1 January 2017 through 31 December 2020, and to authorize its execution by the Chairman of the Board of Supervisors and the Township Manager. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2017-10 (SECRETARIAL UNION AGREEMENT)

Mr. Mator recommended both this Resolution and the next be tabled since the unions have not yet gotten signed agreements back to the Township.

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to table. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2017-11 (POLICE UNION AGREEMENT)

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to table. Motion carried unanimously 5-0.

ADVERTISEMENT: SALE OF PUBLIC WORKS PICKUP TRUCK

The Public Works Foreman recommended the sale of the 2007 GMC 2500 HD pickup truck with 4x4 plow and tool box, as is condition.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to authorize the advertisement to sale the 2007 Public Works pickup truck, as is condition. Motion carried unanimously 5-0.

AUTHORIZATION: GUIDERAIL PROJECT

The following quotes were received for the Guiderail Project to furnish and install guiderails on Trump Road, Benjamin Street, and Monier Road.

BIDDERS:	TOTAL:
1) Fence by Maintenance Service	\$19,293.00
2) Penn Line Service	\$19,540.63
3) Allegheny Fence Construction Co.	\$24,815.00

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Guerre to award the Guiderail Project to Fence by Maintenance Service in the amount of \$19,293.00 for Trump Road, Benjamin Street, and Monier Road. Motion carried unanimously 5-0.

AUTHORIZATION: NIKE SITE PAVILION

As a requirement of the Township’s DCNR Grant for the Nike Site, a pavilion must be constructed at the Park. The DCNR recommended using the Pennsylvania COSTARS Program.

- 1) Jeffrey Associates..... \$52,227.00
- 2) General Recreation Inc..... \$58,116.00

Mr. Shoup explained the quotes, the construction and location of the pavilion, and made recommendation to award the purchase and installation to Jeffrey Associates. Mr. Mator concurred.

MOTION BY Supervisor Vaerewyck and SECONDED BY Supervisor Hollibaugh to award the purchase and installation of a 24’ x 34’ metal pavilion at the Nike Site Park to Jeffrey Associates in an amount not to exceed \$52,227.00 as per the Pennsylvania COSTARS Program. Motion carried unanimously 5-0.

DISCUSSION: CHAIRMAN FLEMING

In an email dated 10 October 2017, Supervisor Vaerewyck wrote: “I would like on the agenda to have Jeff Fleming removed for missing 3 consecutive meetings per the Charter.”

Mr. Happel explained that the Charter does have a provision for possibly removing a supervisor for missing certain meetings. He stated, however, that in 2003 the Supreme Court of Pennsylvania held that the Second Class Township Code’s provision for removing supervisors was unconstitutional, and in doing so it required that any removal of an elected official has to be done in accordance with the method and the process required by the Pennsylvania State Constitution. Mr. Happel tied that to West Deer by stating the Home Rule Charter does not comply with the method and the process required by the Pennsylvania State Constitution, and therefore cannot be followed by this Board.

Mr. Happel also indicated this item was brought up to the Charter Commission, and that it will more than likely be revised.

No further action taken.

DISCUSSION: INTERNET SALE “SAFE MEETUP SPOT”

At the September Regular Business Meeting, Supervisor Vaerewyck brought up designating the Township Municipal Building parking lot as an internet sale “safe meetup spot.” Other Supervisors, the Police Chief, and Township Manager expressed concerns over liability and creating a false sense of security for residents, and the Chief and Solicitor were asked to look into this matter further.

Chief Lape pointed out that he hasn’t heard anything good or bad.

Mr. Happel commented two concerns he has on the issue:

- 1) He indicated the Township would be inviting people to enter onto its property and conduct private transactions. This, he said, raises concerns of transactions of the Unity Act which covers the business of buying or selling, and then being injured in the process.
- 2) He added that if the Township created a safe spot, it is creating a special relationship where people need to be protected all the time, and that is very difficult for the Township to do. He explained that it may be monitored via cameras, but there cannot be police protection at all times of the day for people to conduct private transactions.

No further action taken.

COMMITTEE REPORTS

The Committee Chairperson reported on their Committee updates:

- 1) Mr. Florentine – ABSENT – Engineering & Public Works Committee
- 2) Dr. DiSanti – Financial, Legal, and Human Resources Committee
- 3) Mr. Vaerewyck – EMS Oversight Committee
- 4) Mr. Florentine – North Hills COG Report
 - Mr. Guerre announced the COG meeting is tomorrow night and indicated he will attend if Mr. Florentine cannot attend.

OLD BUSINESS

- Mrs. Hollibaugh attended and reported on the Allegheny County Association of Township Officials Fall Conference at Seven Springs. She reported the following topics discussed: Preventing Cyber Crime in Your Community; Driverless Cars; Opioid Crisis; State and County with Amazon; Blight in Philadelphia/selling properties in 30 days; Rich Miller & Mike Palumbo were present discussing contracts; and Senator Casey & Senator Toomey in regard to the *60 Minutes* show on Sunday night about the drugs (Casey took \$105,600.00 for his campaign and Toomey took \$116,800.00). She also stated that they talked about the gas leases – West Deer has the most with 5,325; Fawn has 3,872; and North Fayette has 5,070. Mrs. Hollibaugh said the conference was fantastic and that there were so many interesting topics.
- Mrs. Hollibaugh also reported she will be attending the ACATO meeting the following night. Mr. Mator congratulated Mrs. Hollibaugh for being voted Second Vice President for ACATO.
- Dr. DiSanti questioned the Airport Hill and Creighton-Russellton Road winter maintenance. Mr. Mator explained he finally heard from PennDOT, and that the item will be on next month's agenda for discussion and possible vote.

NEW BUSINESS

- None

SET AGENDA: REGULAR BUSINESS MEETING

15 November 2017

6:00 p.m. – Executive Session

6:30 p.m. – Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session Held
5. Registered Comments from the Public
6. Comments from the Public
7. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities & Payroll
 - D. Tax Refunds

9. Police Chief's Report
10. Building Inspector/Code Enforcement Officer's Report
11. Report from the Parks & Recreation Board
12. Engineer's Report
13. Bids: Demolition at 71 Norris Lane
14. Advertisement: Charter Commission Ordinance
15. Advertisement: Nike Site Backfilling/Landscaping
16. Authorization: North Hills COG Walking Trail (CDBG Grant) Bids
17. Authorization: Sale of Public Works Pick Up Truck
18. Committee Reports
19. Old Business
20. New Business
21. Set Agenda: 20 December 2017
22. Comments from the Public
23. Adjournment

Items Added:

- Airport Hill & Creighton Russellton Road
- Secretarial Union Agreement
- Police Union Agreement

TWO – 2018 PUBLIC BUDGET WORKSHOP MEETINGS WILL OCCUR THIS YEAR:

- Thursday, November 2nd at 6:30 p.m.
- Immediately following the Regular Business Meeting of November 15th.

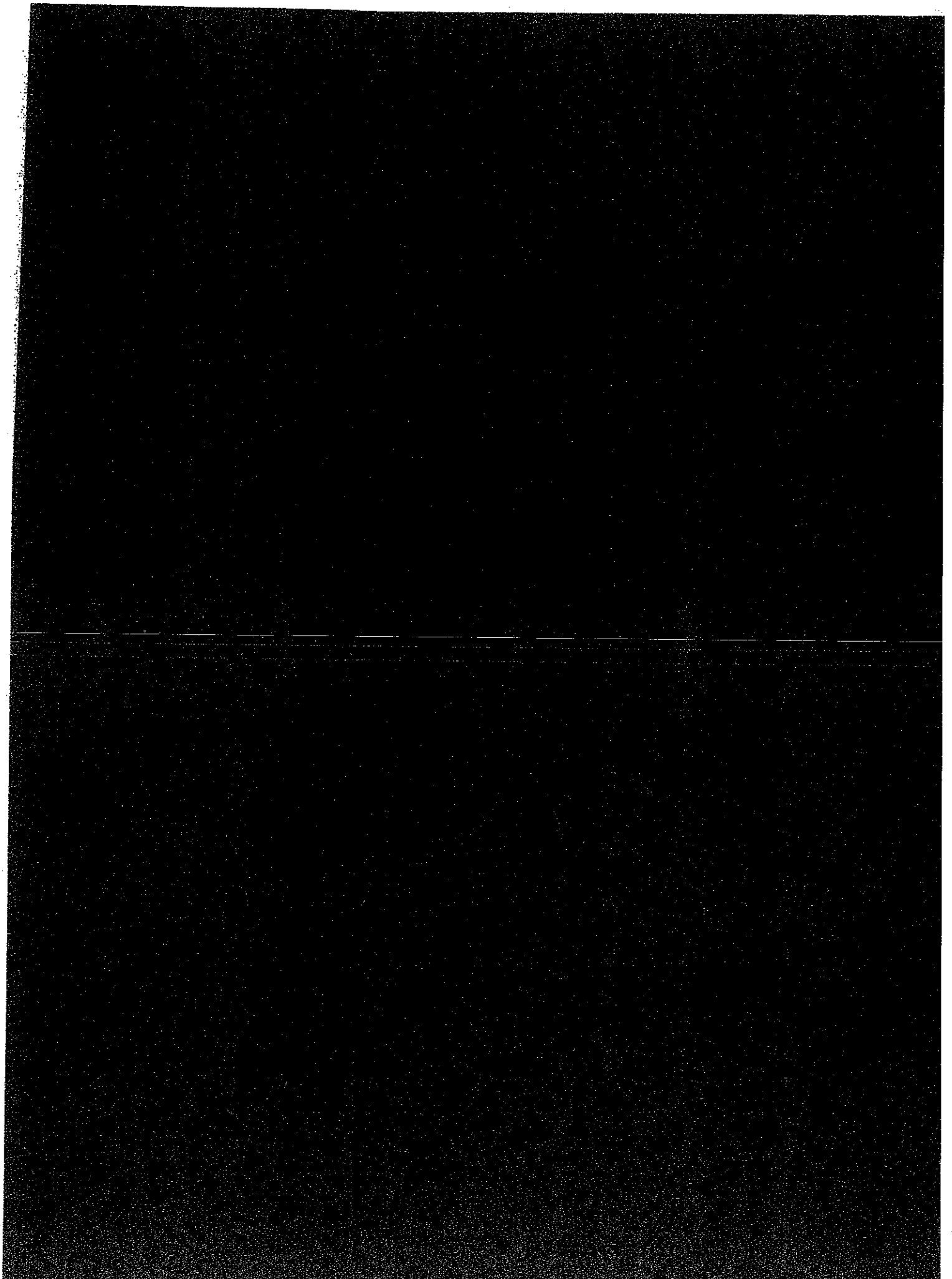
COMMENTS FROM THE PUBLIC

- None

ADJOURNMENT

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Guerre to adjourn the meeting at 7:40 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator, Jr., Township Manager



MONTHLY FINANCIAL REPORT

A) **FINANCE OFFICER'S REPORT**

MRS. NARDIS.....

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO APPROVE THE FINANCE OFFICER'S REPORT AS SUBMITTED.

MOTION SECOND AYES NAYES

DR. DISANTI	—	—	—	—
MR. FLORENTINE	—	—	—	—
MR. GUERRE	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. ROMIG	—	—	—	—
MR. VAEREWYCK	—	—	—	—
MR. FLEMING	—	—	—	—

8-A

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
October 31, 2017

I - GENERAL FUND:

	<u>October</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	244,462.10	5,214,531.86	85.15%
Expenditures	452,673.61	4,727,878.05	77.20%

Cash and Cash Equivalents:

Sweep Account		<u>755,805.50</u>	<u>755,805.50</u>
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II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Sweep Account - Restricted		7,839.38	
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Fire Tax Fund:

Sweep Account - Restricted		103,644.48	
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State/Liquid Fuels Fund:

Sweep Account - Restricted		<u>222,395.29</u>	
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333,879.15

Investments:

Operating Reserve Fund:

Sweep Account - Reserved		704,617.55	
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Capital Reserve Fund:

Sweep Account - Reserved		<u>349,718.61</u>	
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1,054,336.16

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 10/31/17

2,144,020.81

Interest Earned October 2017

247.10

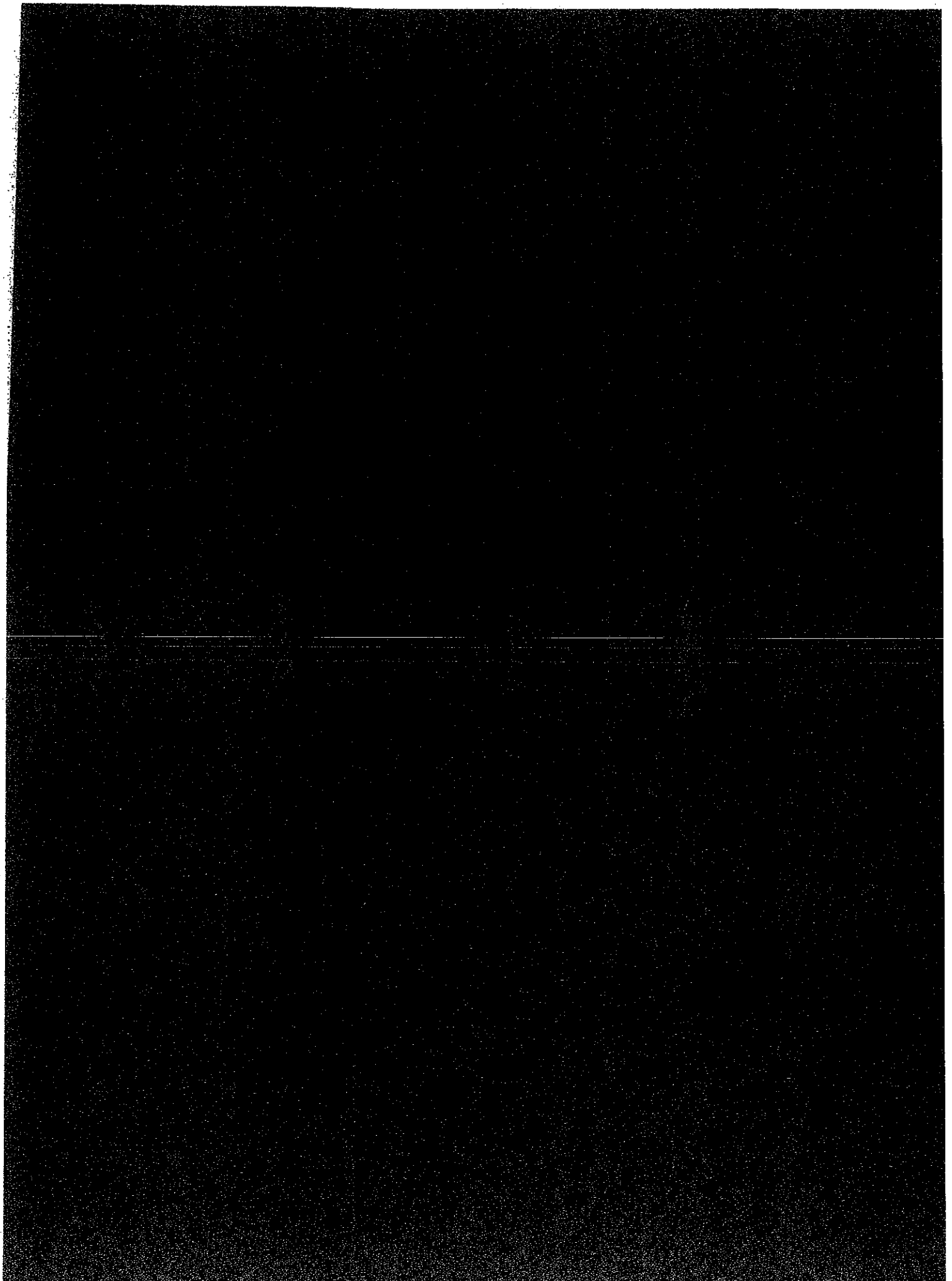
	<u>10/1/2017</u>		<u>October</u>	<u>10/31/2017</u>
	<u>Debt Balance</u>		<u>Principal</u>	<u>Debt Balance</u>
			<u>Payment</u>	
Mars National - VFC #3	254,625.85	\$	2,607.94	252,581.27

Restricted - Money which is restricted by legal or contractual requirements.

Reserved - Money which is earmarked for a specific future use.

INTEREST EARNED - 2017

	<u>OCTOBER</u>	<u>YTD</u>
GENERAL FUND	\$40.17	\$492.02
STREET LIGHT FUND	\$0.49	\$7.91
FIRE TAX FUND	\$23.28	\$123.14
OPERATING RESERVE	\$28.69	\$275.69
STATE FUND	\$151.79	\$1,101.03
CAPITAL RESERVE	<u>\$2.68</u>	<u>\$3,432.43</u>
TOTAL INTEREST EARNED	<u><u>\$247.10</u></u>	<u><u>\$5,432.22</u></u>



B) LIST OF BILLS

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO PAY THE LIST OF BILLS AS SUBMITTED, AND ALL APPROVED REIMBURSABLE ITEMS IN COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRACTICES.

MOTION SECOND AYES NAYES

MR. FLORENTINE	—	—	—	—
MR. GUERRE	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. ROMIG	—	—	—	—
MR. VAEREWYCK	—	—	—	—
DR. DISANTI	—	—	—	—
MR. FLEMING	—	—	—	—

8-B

By Name
Cutoff as of: 12/31/9999

Due Dates: 11/15/2017 thru 11/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: BEST WHOLESALE TIRE CO, INC										
00553	BEST WHOLESALE TIRE	410.374	10500	45.00				45.00		N
	Police: Car #38:Tigh	1017	10/17/2017	11/15/2017			11/03/2017			
Name: DIVERSIFIED STORAGE CO, INC										
00663	DIVERSIFIED STORAGE	410.550	D9492	11062.27				11062.27		N
	Police: Evidence Loc	1017	10/30/2017	11/15/2017			11/03/2017			
Name: DIVERSIFIED STORAGE SOLUTIONS INC										
10315	GRIFFITH, MCCAGUE &	404.111	272205	1143.32				1143.32		N
	Legal Services: Gene	1017	10/31/2017	11/15/2017			11/09/2017			
Name: GRIFFITH, MCCAGUE & WALLACE, PC										
00005	HEI-WAY, LLC	430.372	71012014	775.15				775.15		N
	Road: Col'd Patch	1017	10/13/2017	11/15/2017			10/16/2017			
00005	HEI-WAY, LLC	430.372	71031011	172.89				172.89		N
	Road: Col'd Patch	1117	11/01/2017	11/15/2017			11/02/2017			
Name: HEI-WAY, LLC										
00656	HIGHLAND TIRE	430.374	02-93261	1172.04				1172.04		N
	Road: Trk#3-Tires/Ba	1017	10/12/2017	11/15/2017			10/12/2017			
00656	HIGHLAND TIRE	430.374	02-93276	1112.04				1112.04		N
	Road: Trk#7-Tires/Ba	1017	10/12/2017	11/15/2017			10/12/2017			
Name: HIGHLAND TIRE										
00106	JORDAN TAX SERVICE,	403.140	10-58	7502.50				7502.50		N
	Certifying for Trens	1017	10/27/2017	11/15/2017			10/31/2017			
00106	JORDAN TAX SERVICE,	403.140	10-C-#150	899.82				899.82		N
	Delinquent R E Tax C	1017	10/16/2017	11/15/2017			10/18/2017			
00106	JORDAN TAX SERVICE,	403.342	17-10-313	3999.14				3999.14		N
	Print R E Tax bills	1017	10/30/2017	11/15/2017			10/31/2017			
Name: JORDAN TAX SERVICE, INC.										
00542	MARKL SUPPLY	410.239	115154-0	2065.14				2065.14		N
	POL:Ammunition: 223	1017	10/15/2017	11/15/2017			10/23/2017			
00542	MARKL SUPPLY	410.550	115564-0	429.00				429.00		N
	POL:Glock/9mm 4.5 in	1017	10/11/2017	11/15/2017			10/23/2017			

By Name
Cutoff as of: 12/31/9999

Pgno: 2
Time: 08:00 am
Date: 11/09/2017
Page: 2

Due Dates: 11/15/2017 thru 11/15/2017

Vendor Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: MARKL SUPPLY									
00657	OFFICE DEPOT Office Supplies	406.210 1017	970432472001 10/12/2017	135.12			135.12		N
00657	OFFICE DEPOT Cleaning Supplies	409.226 1017	970432583001 10/12/2017	7.58			7.58		N
00657	OFFICE DEPOT Cleaning Supplies	409.226 1017	972459231001 10/17/2017	-7.58			-7.58		N
00657	OFFICE DEPOT Cleaning Supplies	409.226 1017	972459617001 10/17/2017	7.58			7.58		N
Name: OFFICE DEPOT									
00830	SHOUP ENGINEERING IN Engineering:Road Pro	408.316 1117	17-368 11/06/2017	8024.50			8024.50		N
00830	SHOUP ENGINEERING IN Engineering: Miscell	408.313 1017	17-375 10/31/2017	643.50			643.50		N
00830	SHOUP ENGINEERING IN Engineering: Shoff F	408.316 1017	17-376 10/31/2017	24.75			24.75		N
Name: SHOUP ENGINEERING INC.									
00674	STALEY COMMUNICATTON POL: Radio Equip Maj	410.328 1117	88718 11/02/2017	115.00			115.00		N
00674	STALEY COMMUNICATTON Road: Radio Equip Ma	410.327 1117	88719 11/02/2017	57.47			57.47		N
Name: STALEY COMMUNICATIONS									
00554	TEAM FORCE INC Police:Install 6 mod	407.273 1017	356-7388 10/31/2017	1040.00			1040.00		N
Name: TEAM FORCE INC									
00207	THE LANE CONSTRUCTIO Road: Asphalt	430.372 1017	1845658 10/19/2017	1588.52			1588.52		N
Name: THE LANE CONSTRUCTION CORPORATION									
00074	WALSH EQUIPMENT Pipe: 15"x20'/bands/	430.611 1017	P95337 10/31/2017	5849.28			5849.28		N

By Name
Cutoff as of: 12/31/9999

PgNo: 3
Time: 08:00 am
Date: 11/09/2017
Page: 3

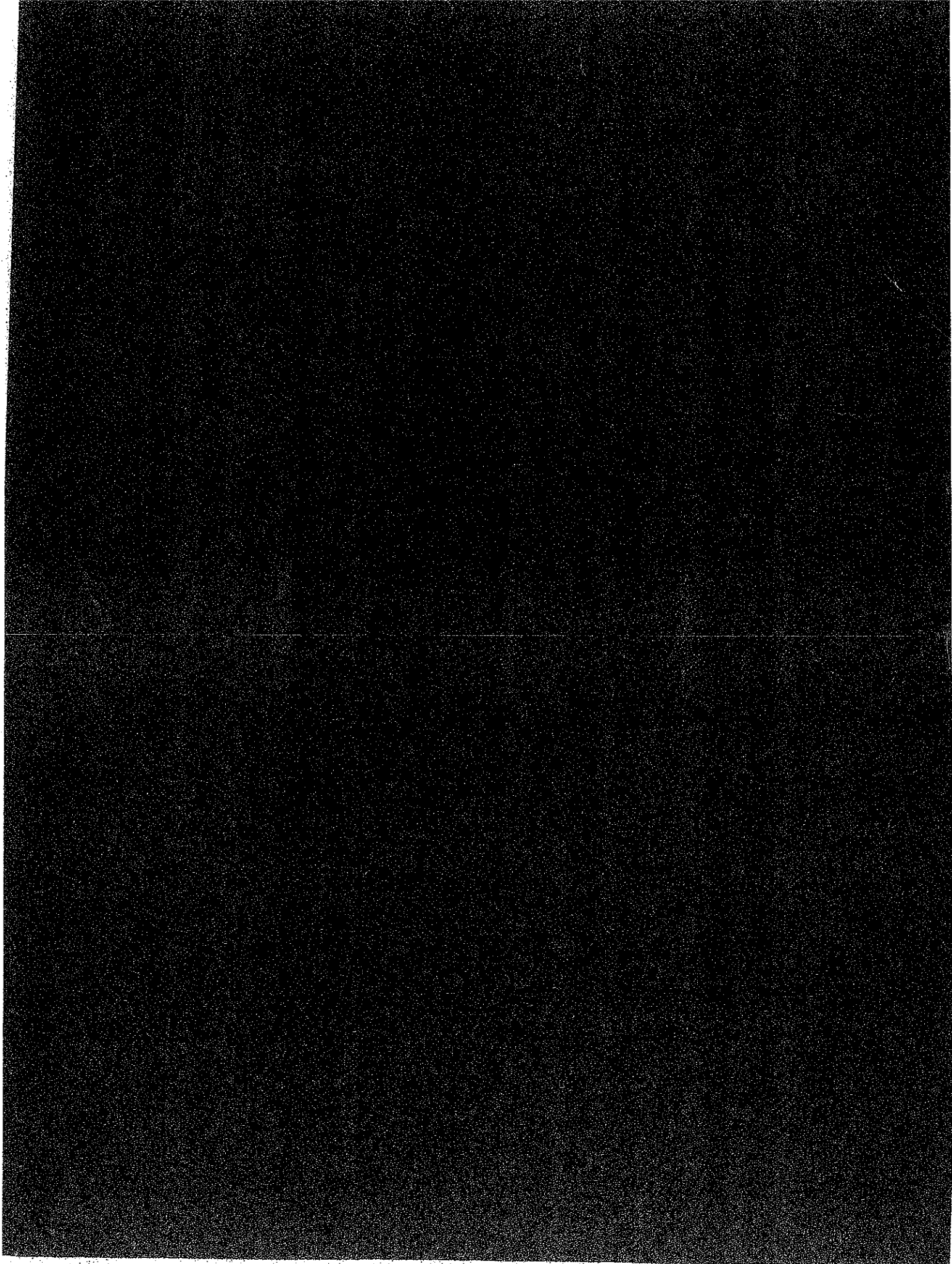
Due Dates: 11/15/2017 thru 11/15/2017

Vendor Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: WALSH EQUIPMENT									
00059	WINE CONCRETE PRODUC	430.611	79394			1552.65	1552.65		
	Catch Basins-24" Kno	1017	10/30/2017			11/15/2017	10/31/2017		N
Name: WINE CONCRETE PRODUCTS, INC.									
						1552.65	1552.65		

FINAL TOTALS:

49416.68

49416.68



C) UTILITIES & PAYROLL

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO PAY UTILITIES AND PAYROLL FROM NOVEMBER 16, 2017
TO DECEMBER 20, 2017.

	MOTION	SECOND	AYES	NAYES
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. FLEMING	___	___	___	___

S-L

POLICE CHIEF'S REPORT

CHIEF LAPE.....

9

OFFICER'S MONTHLY REPORT

TO: Jonathan D. Lape, Chief of Police
FROM: Pam Tedesco, Administrative Assistant
SUBJECT: OFFICER'S MONTHLY REPORT
DATE: November 8, 2017

Attached is the Officer's Monthly Report for October 2017.

PT

Attachment

cc: D. Mator, Manager
J. Fleming, Chairman
R. DiSanti
R. Florentine
L. Guerre
S. Hollibaugh
J. Romig
G. Vaerewyck

OFFICERS MONTHLY REPORT
OCTOBER 2017

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	65	677	742
CALLS FOR SERVICE/FIELD CONTACTS	386	2782	3168
ALL OTHER CALLS	504	4436	4940
TOTALS CALLS FOR SERVICE	955	7895	8850

ARRESTS

ADULT	6	68	74
JUVENILE	0	1	1
TRAFFIC CITATIONS	20	349	369
NON TRAFFIC CITATIONS	12	34	46
PARKING CITATIONS	0	4	4
WARNINGS	5	97	102

PERSONNEL

GRIEVANCES FILED BY PLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	5	5

VEHICLE REPORTS

TOTAL MILES TRAVELED	10055	89770	99825
GALLONS OF GASOLINE USED	816	7098.7	7914.7
REPAIRS/MAINTENANCE	127	11568.71	11695.71

OVERTIME PAID

COURT (OFF DUTY)	13	69.5	82.5
PRELIMINARY HEARINGS	14	103.5	117.5
PRETRIAL	0	0	0
INVESTIGATIONS	4	57.5	61.5
ARRESTS	2.5	60	62.5
SPEED CHECKS	0	0	0
PRIVATE CONTRACTS	0	9	9
MISC. HOURS - FILLED SHIFTS	16	42.5	58.5
MISC. HOURS - ADMIN. HOURS	0	0	0
MISC. HOURS	7	122	129
TOTAL HOURS	56.5	464	520.5

Misc. Hours - 7 hours - SRT Callout

Points of Interest

Month of October 2017

Budget as of October 31, 2017 – 77.48%

CHIEF JONATHAN LAPE –

- October 2 - met with school district relative to busing issues**
- October 4 - met with representative relative to fixed asset appraisal**
- October 13 - conducted the annual Safety Day Program at Curtisville Elementary**
- October 17-19 – attended an EMA conference**

OFFICER EDWARD NEWMAN – K9 REPORT –

- October 2 - Obedience and call off training – West Deer K9 Training Center**
- October 4 - Obedience under gun fire/obstacles – West Deer K9 Training Center; assisted with a school search at Monteau High School – Butler County**
- October 18 - Tracking, narcotics training, obedience training at the Canfield Fair Grounds – bite work certification was completed**
- October 26 – Narcotics certification at the Butler County Jail – building search, obedience and bite work at Preston Park, Butler County**

SGT. DARREN MIKUS/OFFICER ROBERT PETOSKY – SRT TRAINING –

October 13 – training was held at the Allegheny County Police Academy, operators and snipers worked on various shooting drills with primary and secondary weapon systems. Training also consisted of interior movement with live fire in the range shoot house. Instruction was also given on the use of tourniquets which the team has in their possession.

October 26 – Sgt. Mikus assisted US Marshalls in an attempt to locate a fugitive in the area of Ohio Township and Sewickley Hills resulting in negative results. The fugitive was later located by local police in Franklin Park.

October 27 – Training was held in Cranberry Township and consisted of interior and exterior movements as well as hostage rescue tactics.

SCHOOL DISTRICT DETAILS –

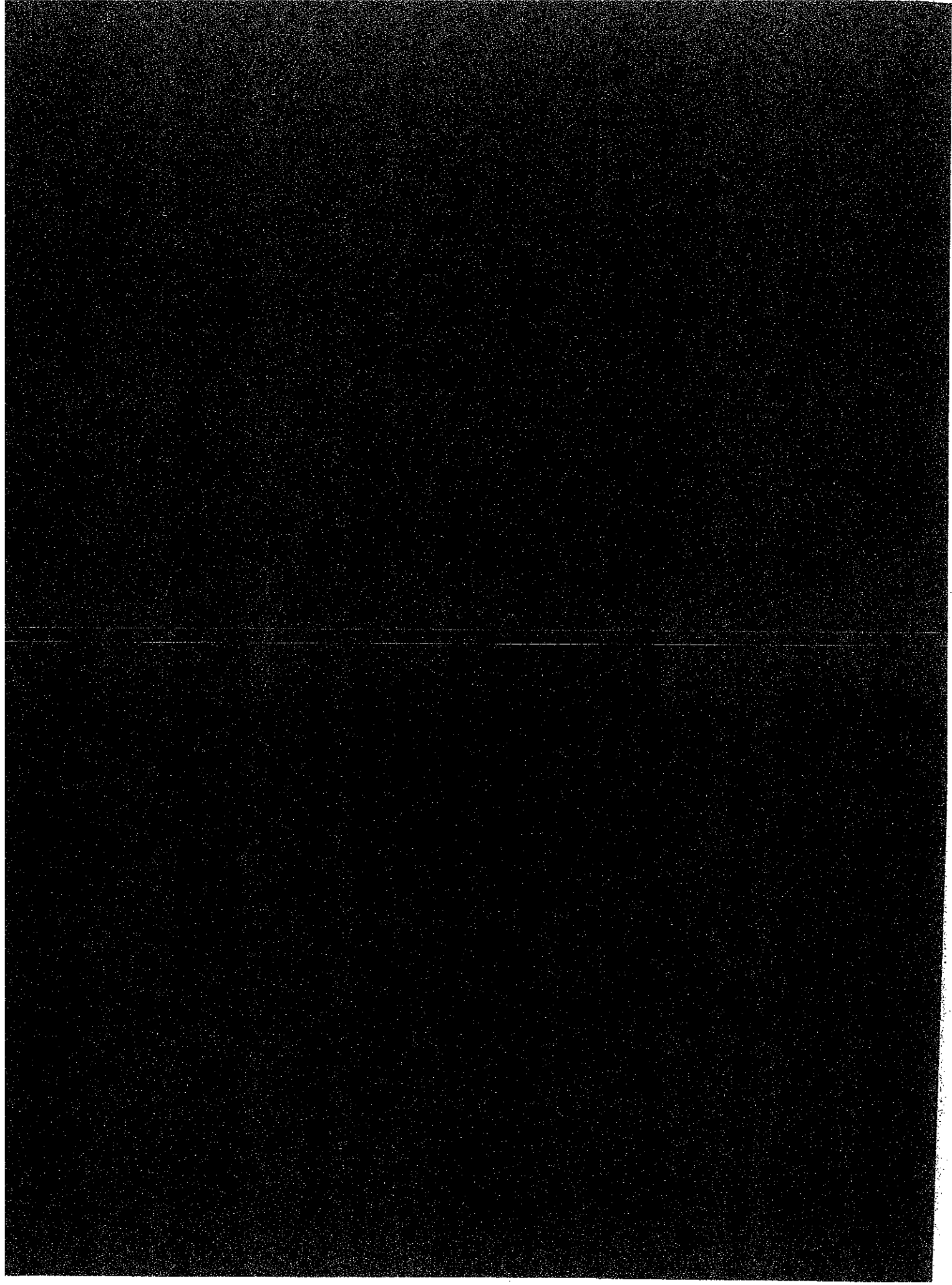
- During the month of October – 21 third grade Charlie Check First classes were taught**
- October 6/27 - traffic/crowd control – football game**
- October 10/17 - traffic/crowd control – school board meeting**
- October 13 – Conducted the annual Safety Day Program at Curtisville Elementary**

SPECIAL DETAILS/MISCELLANEOUS DETAILS –

Defensive tactics training was held on various dates throughout the month

October 11 – Officer Evan underwent training in prescription medicine drug abuse

October 26/30 – Aggressive driving details



BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER'S REPORT

MR. PAYNE.....

10

Code Enforcement

October 31, 2017

1. Issued 32 Occupancy Permits
 2. Issued 17 Building Permits
 3. Performed 69 site inspections
 4. No Planning Commission meeting was held.
 5. Zoning Hearing Board granted 3 variances in regards to parking for a proposed retail business (Dollar General) located off of Oak Road. The variances included:
 - a. A reduction in parking stall spaces from 23' long to 20' long.
 - b. A reduction in number of parking spaces from 46 to 30.
 - c. Interior landscaping in parking lot to be replaced with more extensive landscaping around the perimeter of the parking lot.
- The proposed Dollar General, which is a permitted use, in the Village Overlay District will now go to the Planning Commission and then come to the Board of Supervisors for final approval.



William Payne
Code Enforcement Officer

**West Deer Township
109 East Union Road
Cheswick, PA 15024**

WD Permit Report
From 10/01/2017 To 10/31/2017

Building Permit Report

Permit Date	Permit Number	Permit Type	Parcel Owner	Legal Address	Parcel ID	Cost of Construction	Fee Collected
10/4/2017	P17-198	Solar Panel	Paul E & Linda C. KOENIG	4602 WOODLAKE DR	1078-D-080	\$3,927.00	\$245.00
10/4/2017	P17-199	Single Family Dwelling	LINKS DEVELOPMENT COMPANY INC	386 SADDLEBROOK RD	1666-R-100-23A	\$175,000.00	\$630.00
10/4/2017	P17-200	Single Family Dwelling	LINKS DEVELOPMENT COMPANY INC	382 SADDLEBROOK RD	1666-R-100-23B	\$175,000.00	\$630.00
10/4/2017	P17-201	Single Family Dwelling	LINKS DEVELOPMENT COMPANY INC	380 SADDLEBROOK RD	1666-R-100-23C	\$175,000.00	\$630.00
10/4/2017	P17-202	Single Family Dwelling	LINKS DEVELOPMENT COMPANY INC	384 SADDLEBROOK RD	1666-R-100-23D	\$175,000.00	\$630.00
10/4/2017	P17-203	Addition	PAUL & CARMELLA ANGELL	110 WALKER LANE	1507-D-109	\$22,284.00	\$147.00
10/6/2017	P17-204	Shed	JAMES D & URSULA V BRILL SR	239 MCCLURE RD	1511-P-230	\$357.00	\$5.00
10/11/2017	P17-205	Fence	VALERIE ANN MYERS	41 Quigley Road	1359-H-159	\$855.00	\$20.00
10/11/2017	P17-206	Accessory Structure	WEST DEER TWP IND VOLUNTEER FIRE CO #2	2163 Saxonburg Blvd.	1511-J-134	\$1,800.00	
10/11/2017	P17-207	Deck	JOHN & JENNETTE KUHN	1302 SANDSTONE DR	1670-R-040	\$1,800.00	\$25.00
10/12/2017	P17-208	Solar Panel	SCOTT M. & NICOLE C. FETZICK	4405 SKYVIEW TERRACE	1508-E-214	\$3,927.00	\$310.00
10/12/2017	P17-209	Garage	THOMAS O'TOOLE JR.	199 MCCLURE RD	1360-B-351	\$10,000.00	\$65.00
10/17/2017	P17-210	Addition	VICTOR L & CALI FICORILLI	54 EAST UNION RD	1511-K-056	\$20,000.00	\$256.50
10/19/2017	P17-211	Demolition	ORLANDO JOHN	667 RICH HILL RD	1218-N-219	\$1,500.00	\$40.00
10/24/2017	P17-212	Addition	RICHARD ALLEN SMITH	130 SQUIRREL HOLLOW RD	1357-E-201	\$20,000.00	\$293.40
10/25/2017	P17-213	Deck	TIMOTHY STEELE	1406 SANDSTONE DR	1670-L-95	\$41,020.00	\$225.00
10/27/2017	P17-214	Fence	ROSLYN A. BOULOS	3428 E STAG DR	1356-D-251	\$3,466.00	\$35.00
Total:						\$830,936.00	\$4,186.90

**West Deer Township
109 East Union Road
Cheswick, PA 15024**

**WD Permit Report
From 10/01/2017 To 10/31/2017**

	Count by Type	
Type		Count
Accessory Structure		1
Addition		3
Deck		2
Demolition		1
Fence		2
Garage		1
Shed		1
Single Family Dwelling		4
Solar Panel		2
<u>Total:</u>		<u>17</u>

Occupancy Permits - West Deer Township
109 East Union Road
Cheswick, PA 15024

10/2/2017	O17-199	2012-M-109	JEFF LITAK	471 ASPEN LANE	Single Family Home	No
10/2/2017	O17-200	2382-R-326	Anthony Corcoran	4073 SANDY HILL RD	Single Family Home	Yes
10/2/2017	O17-201	1666-R-100-31D	LOUIS & ANN DONATO	365 SADDLEBROOK RD	Quad	Yes
10/3/2017		1213-M-094	MAI NGUYEN	3409 WOODLAKE CT	Single Family Home	No
10/3/2017		1511-P-319	JOSEPH & BARBARA DLUTOWSKI	3 PARK DR	Single Family Home	No
10/3/2017	O17-204	1672-J-75	CRYSTAL OHM	19 DEER ST	Single Family Home	No
10/3/2017	O17-205	1670-K-3	PAUL & CHRISTINA MEYER	1123 STONECREST DR	Single Family Home	No
10/5/2017	O17-207	1669-P-238	TOWNSHIP OF WEST DEER	50 MAPLE AVE	All other permits (pools, sheds, decks, and etc.)	Yes
10/6/2017	O17-208	1510-D-12	DAN RYAN BUILDERS	879 ASHLEY RD.	Single Family Home	Yes
10/10/2017	O17-209	1362-A-39	MICHAEL COLETTA	7 UTLEY ST	Single Family Home	No
10/10/2017	O17-210	1213-S-142	TROY & LAUREN HANDZE	4708 WOODLAKE DR	Single Family Home	No
10/11/2017	O17-211	1667-J-107	GENE & JANET HAGERTY	608 WHISPERING PINES	Duplex/Carriage House	No
10/11/2017	O17-212	1357-K-16	JOHN & VALERIE BARNA	418 RACHAEL CT	Duplex/Carriage House	No
10/12/2017	O17-213	1666-R-100-31B	JEAN WHEELER	371 SADDLEBROOK RD.	Quad	Yes
10/16/2017	O17-214	1357-E-155	KYLE & TALIA NELSON	188 PARTRIDGE RUN RD	Single Family Home	No
10/16/2017	O17-215	1507-G-043	DOUGLAS BRENNEMAN	4528 DAWN RD	Single Family Home	No
10/16/2017	O17-217	1511-K-139	CHRISTOPHER BRODY / HOLLY PAVLIK	16 IDEAL DR	Single Family Home	No
10/17/2017	O17-218	1669-J-337	MARK & EMILIE THOMPSON	358 OAK RD	Single Family Home	No
10/17/2017	O17-219	1361-B-199	ROBERT & BRIDGET ASHBAUGH	119 STARR RD	Single Family Home	No
10/18/2017	O17-220	1214-E-325	JOHN & JACQUELINE QUAGLIOTTI	106 LEX LANE	Duplex/Carriage House	No
10/18/2017	O17-221	1357-B-177	KATHLEEN BUCHANICH	177 STEEPLECHASE CIRCLE	Quad	No
10/19/2017	O17-222	1509-C-400	Neil and Charlotte Frank	221 Pine Lane	Single Family Home	Yes
10/24/2017	O17-223	1508-A-53	ROBERT & LORI KORPONAY	260 HYTYRE FARMS DR	Duplex/Carriage House	No
10/24/2017	O17-224	1508-J-0190	DARREN BRENNFLECK	4128 RICKENBACH RD	Single Family Home	No

10/30/2017	O17-225	1214-J-249	MICHAEL CASTNER	3502 SUNNYVALE DR	Single Family Home	No
10/30/2017	O17-226	1360-H-146	SARAH SHAW	410 LINDEN DR	Single Family Home	No
10/30/2017	O17-227	1214-F-82	SEAN KELLY	3620 CEDAR RIDGE RD	Single Family Home	No
10/30/2017	O17-228	1666-R-100-30C	CARNAHAN REVOCABLE LIVING TRUST	377 SADDLEBROOK RD	Quad	Yes
10/30/2017	O17-229	1361-C-195	WAYNE & BARBARA NIELSEN	165 STARR RD	Single Family Home	No
10/30/2017	O17-230	1510-D-6	DAN RYAN BUILDERS	885 ASHLEY RD.	Single Family Home	Yes
10/30/2017	O17-231	1361-C-188	MATTHEW ZEH	169 STARR RD	Single Family Home	No

~~October \$625.00~~

Grand Total - \$625.00
XXXXXXXXXXXXXXXXXX

10/16/17 O17-216 3411 Woodlake Jason Pidhuny single family home NO
OCT. TOTAL = \$650.00

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 10/01/2017 To 10/31/2017

10/2/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	395 SADDLEBROOK RD	1666-R- 100-28B	Passed	William Payne
10/2/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	393 SADDLEBROOK RD	1666-R- 100-28C	Passed	William Payne
10/2/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	391 SADDLEBROOK RD	1666-R- 100-28A	Passed	William Payne
10/2/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	389 SADDLEBROOK RD	1666-R- 100-28D	Passed	William Payne
10/2/2017	Fireblocking	365 SADDLEBROOK RD., GIBSONIA, PA, 15044	365 SADDLEBROOK RD	1666-R- 100-31D	Passed	William Payne
10/2/2017	Electrical/Plumbing	365 SADDLEBROOK RD., GIBSONIA, PA, 15044	365 SADDLEBROOK RD	1666-R- 100-31D	Passed	William Payne
10/2/2017	Final	365 SADDLEBROOK RD., GIBSONIA, PA, 15044	365 SADDLEBROOK RD	1666-R- 100-31D	Passed	William Payne
10/2/2017	Final	4073 Sandy Hill Road, Gibsonia, Pa, 15044	4073 SANDY HILL RD	2382-R-326	Passed	William Payne
10/2/2017	Electrical/Plumbing	4073 Sandy Hill Road, Gibsonia, Pa, 15044	4073 SANDY HILL RD	2382-R-326	Passed	William Payne
10/2/2017	Framing	225 SUPERIOR RD, TARENTUM, PA, 15084	225 SUPERIOR RD	1839-E-352	Passed	William Payne
10/2/2017	Floodplain	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	395 SADDLEBROOK RD	1666-R- 100-28B	Passed	William Payne
10/2/2017	Floodplain	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	391 SADDLEBROOK RD	1666-R- 100-28A	Passed	William Payne
10/2/2017	Floodplain	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	389 SADDLEBROOK RD	1666-R- 100-28D	Passed	William Payne
10/2/2017	Floodplain	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	393 SADDLEBROOK RD	1666-R- 100-28C	Passed	William Payne
10/4/2017	Framing	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Passed	William Payne
10/6/2017	Final	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	879 ASHLEY RD.	1510-D-12	Failed	William Payne
10/6/2017	Fire/Safety Inspection	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	879 ASHLEY RD.	1510-D-12	Passed	William Payne
10/6/2017	Electrical/Plumbing	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	879 ASHLEY RD.	1510-D-12	Passed	William Payne
10/10/2017	Fireblocking	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Failed	William Payne
10/10/2017	Final	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	879 ASHLEY RD.	1510-D-12	Passed	William Payne

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 10/01/2017 To 10/31/2017

10/10/2017	Fireblocking	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Failed	William Payne
10/10/2017	Footer	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	890 ASHLEY RD.	1510-D-70	Passed	William Payne
10/11/2017	Footer	343 EAST UNION RD, CHESWICK, PA, 15024	343 EAST UNION RD	1217-D-65	Passed	William Payne
10/11/2017	Fireblocking	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Passed	William Payne
10/11/2017	Insulation	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Failed	William Payne
10/11/2017	Drywall	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Passed	William Payne
10/11/2017	Drywall	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	358 SADDLEBROOK RD	1666-R- 100-21C	Passed	William Payne
10/12/2017	Final	371 SADDLEBROOK RD., GIBSONIA, PA, 15044	371 SADDLEBROOK RD.	1666-R- 100-31B	Passed	William Payne
10/12/2017	Footer	199 MCCLURE RD, CHESWICK, PA, 15024	199 MCCLURE RD	1360-B-351	Failed	William Payne
10/12/2017	Foundation	1155 MIDDLE RD, GIBSONIA, PA, 15044	1155 MIDDLE RD	1835-A-091	Passed	William Payne
10/12/2017	Footer	350 W. STARZ RD., GIBSONIA, PA, 15044	212 STARR RD	1361-D-151	Passed	William Payne
10/16/2017	Insulation	PO BOX 625, GIBSONIA, PA, 15044	1622 MIDDLE RD EXT	1508-R-075	Passed	William Payne
10/16/2017	Footer	1302 SANDSTONE DR, TARENTUM, PA, 15084	1302 SANDSTONE DR	1670-R-040	Passed	William Payne
10/16/2017	Fireblocking	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	894 ASHLEY RD.	1669-S-41	Failed	William Payne
10/16/2017	Insulation	2163 Saxonburg Blvd., CHESWICK, PA, 15024	2163 Saxonburg Blvd.	1511-J-134	Failed	William Payne
10/16/2017	Framing	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	894 ASHLEY RD.	1669-S-41	Passed	William Payne
10/16/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	403 SADDLEBROOK RD	1666-R- 100-27B	Passed	William Payne
10/16/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	401 SADDLEBROOK RD	1666-R- 100-27C	Passed	William Payne
10/16/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	399 SADDLEBROOK RD	1666-R- 100-27A	Passed	William Payne
10/16/2017	Foundation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	397 SADDLEBROOK RD	1666-R- 100-27D	Passed	William Payne
10/17/2017	Footer	386 SADDLEBROOK RD, GIBSONIA, PA, 15044	386 SADDLEBROOK RD	1666-R- 100-23A	Passed	William Payne

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 10/01/2017 To 10/31/2017

10/17/2017	Footer	384 SADDLEBROOK RD, GIBSONIA, PA, 15044	384 SADDLEBROOK RD	1666-R- 100-23D	Passed	William Payne
10/17/2017	Footer	382 SADDLEBROOK RD, GIBSONIA, PA, 15044	382 SADDLEBROOK RD	1666-R- 100-23B	Passed	William Payne
10/17/2017	Footer	380 SADDLEBROOK RD, GIBSONIA, PA, 15044	380 SADDLEBROOK RD	1666-R- 100-23C	Passed	William Payne
10/19/2017	Framing	1426 PITTSBURGH RD., VALENCIA, PA, 16059	3544 Cedar Ridge Road	1214-E-313	Passed	William Payne
10/19/2017	Final	221 Pine Lane, Gibsonia, Pa, 15044	221 Pine Lane	1509-C-400	Passed	William Payne
10/19/2017	Electrical/Plumbing	221 Pine Lane, Gibsonia, Pa, 15044	221 Pine Lane	1509-C-400	Passed	William Payne
10/19/2017	Fire/Safety Inspection	221 Pine Lane, Gibsonia, Pa, 15044	221 Pine Lane	1509-C-400	Passed	William Payne
10/20/2017	Framing	181 MC INTYRE RD, GIBSONIA, PA, 15044	181 MC INTYRE RD	1667-K-329	Passed	William Payne
10/20/2017	Footer	199 MCCLURE RD, CHESWICK, PA, 15024	199 MCCLURE RD	1360-B-351	Passed	William Payne
10/23/2017	Foundation	115 Bryson Road, Gibsonia, Pa, 15044	115 BRYSON RD	1669-N-273	Passed	William Payne
10/24/2017	Framing	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	883 ASHLEY RD.	1510-D-8	Passed	William Payne
10/25/2017	Fireblocking	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	883 ASHLEY RD.	1510-D-8	Failed	William Payne
10/25/2017	Foundation	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	890 ASHLEY RD.	1510-D-70	Passed	William Payne
10/25/2017	Framing	1426 PITTSBURGH RD, VALENCIA, PA, 16059	3542 Cedar Ridge Road	1214-E-311	Passed	William Payne
10/26/2017	Insulation	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	883 ASHLEY RD.	1510-D-8	Passed	William Payne
10/26/2017	Final	4760 BAYFIELD RD, ALLISON PARK, PA, 15101	4760 BAYFIELD RD	1214-N-148	Passed	William Payne
10/26/2017	Framing	4760 BAYFIELD RD, ALLISON PARK, PA, 15101	4760 BAYFIELD RD	1214-N-148	Passed	William Payne
10/26/2017	Fireblocking	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	883 ASHLEY RD.	1510-D-8	Passed	William Payne
10/26/2017	Framing	1302 SANDSTONE DR, TARENTUM, PA, 15084	1302 SANDSTONE DR	1670-R-040	Passed	William Payne
10/27/2017	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	373 SADDLEBROOK RD	1666-R- 100-30D	Passed	William Payne
10/27/2017	Framing	343 EAST UNION RD, CHESWICK, PA, 15024	343 EAST UNION RD	1217-D-65	Passed	William Payne

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 10/01/2017 To 10/31/2017

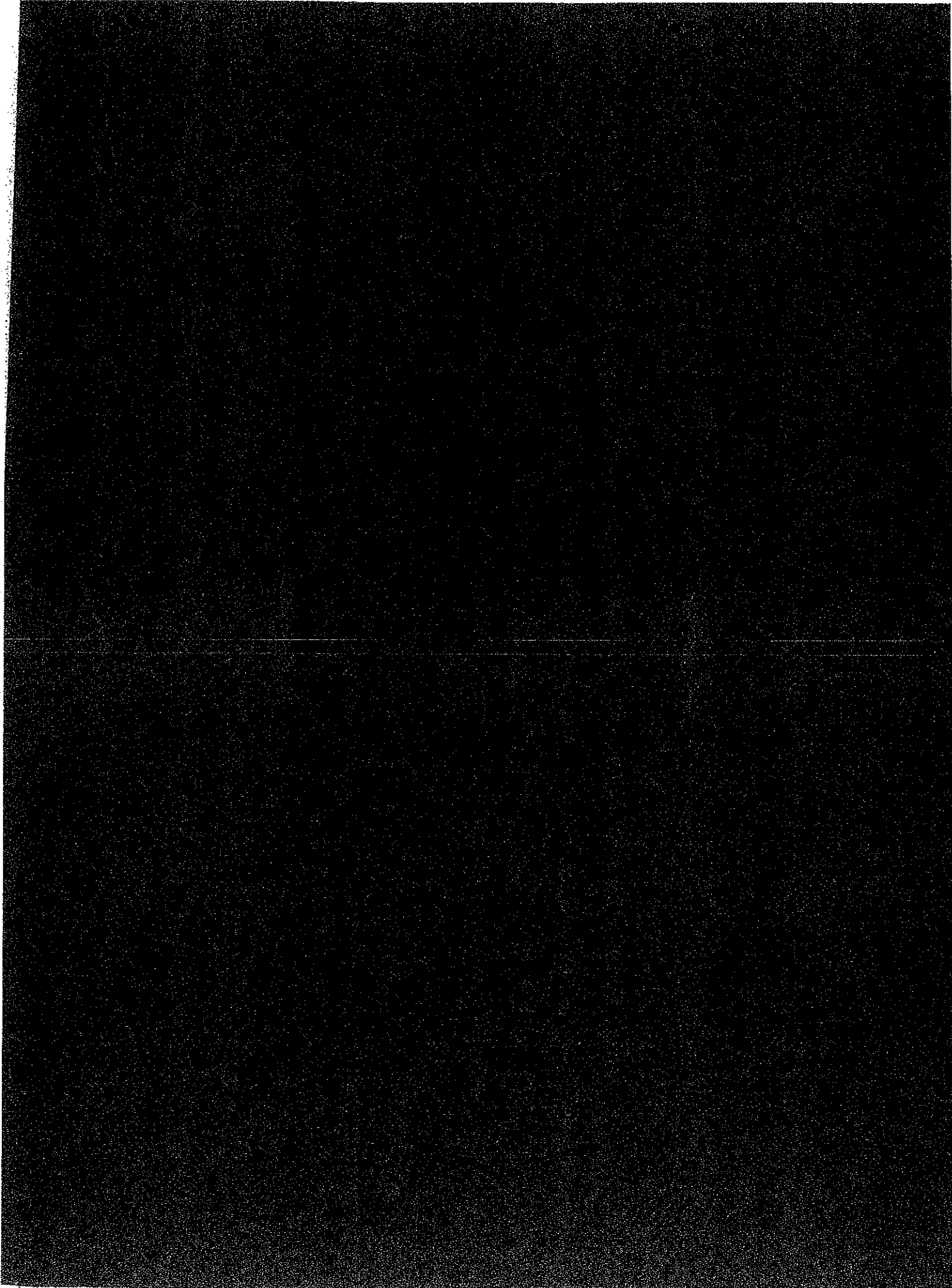
10/30/2017	Fire/Safety Inspection	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	885 ASHLEY RD.	1510-D-6	Passed	William Payne
10/30/2017	Final	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	885 ASHLEY RD.	1510-D-6	Passed	William Payne
10/30/2017	Electrical/Plumbing	1370 WASHINGTON PIKE, BRIDGEVILLE, PA, 15017	885 ASHLEY RD.	1510-D-6	Passed	William Payne
10/30/2017	Footer	130 SQUIRREL HOLLOW RD, GIBSONIA, PA, 15044	130 SQUIRREL HOLLOW RD	1357-E-201	Passed	William Payne
10/30/2017	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	385 SADDLEBROOK RD	1666-R-100-29C	Passed	William Payne
10/30/2017	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	375 SADDLEBROOK RD	1666-R-1000-30A	Passed	William Payne
10/31/2017	Insulation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	385 SADDLEBROOK RD	1666-R-100-29C	Open	William Payne

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 10/01/2017 To 10/31/2017

Count by Type

Fire/Safety Inspection	3
Drywall	2
Electrical/Plumbing	5
Final	8
Fireblocking	7
Floodplain	4
Footer	11
Foundation	11
Framing	13
Insulation	5
Total	69



REPORT FROM THE PARKS AND RECREATION BOARD

MRS. JORDAN.....

11

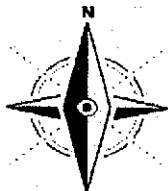
ENGINEER'S REPORT

A. NIKE SITE/SENIOR CENTER PARKING LOTS CHANGE ORDER

ATTACHED IS THE ENGINEER'S REPORT SUBMITTED BY SHOUP
ENGINEERING, INC.

MR. SHOUP.....

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SHOUP ENGINEERING
FOR OVER 50 YEARS

329 Summerfield Drive, Baden PA 15005

Phone: 724-869-9560 Fax: 724-869-7434

shoupeng@comcast.net

OCTOBER 2017 ENGINEER'S REPORT
WEST DEER TOWNSHIP

Prepared November 9, 2017

VIA EMAIL

1. **MEETING ATTENDANCE**

Shoup Engineering attended and participated in the following meetings:

- Board of Supervisors Meeting – October 18, 2017

2. **DEVELOPMENTS/PROJECTS**

Shoup Engineering has provided input into the following developments/projects:

- Nike Site/Senior Center Parking Lot Projects – Work on this project is complete. A Change Order is attached for the Borough's consideration along with a tabulation of final quantities which will be discussed at the Board Meeting.
- AVJSA Act 537 Plan Update – I have attended multiple meetings regarding the Act 537 Plan Update. The proposed treatment plant expansion and pump station projects have been given a preliminary cost of \$58,000,000 based on conceptual plans. The Act 537 Plan should be presented to the Township at the beginning of 2018.
- Cedar Ridge Storm Sewers – Insight Pipe has completed the CCTV and cleaning work on this project.
- EMS Building Subdivision – I have met with the Solicitor to review the subdivision required to formally create the parcel of land on which the EMS building sits upon. The subdivision will require a survey and plotting of approximately 17 acres of the School District property. The cost for preparation of the survey subdivision would be \$4,600.00.

Development/Subdivision Reviews: The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:

- None

Respectfully Submitted,

SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer

CHANGE ORDER NO. 1
CHANGES IN WORK, LABOR, and MATERIALS

Contractor Name Martino, Inc.

Date _____

Contractor Address 425 Railroad Street

Municipality West Deer Township

Rochester, PA 15074

Project Name Nike Site Park Parking

Phone Number 724-728-6100

Project Number 9298

In connection with the above-referenced project number 9298 located in West Deer Township, the following additions are ordered to this project.

Addition of extra work/materials to perform work on the project as follows:

Installation of 4 inch conduit for future electric	\$ 485.35
Asphalt paving of areas north and west of concession/storage building	\$3,415.00
Cap and plug various vents and shafts encountered	\$1,825.79
Demolition of concrete foundations encountered	\$2,439.82
Uncover buried manhole and adjust to grade	\$ 896.77
Retrofit and adjustments to inlets G and F	\$1,669.42

Subject to conditions hereinafter set forth, and equitable adjustment of the contract price as follows:

The Contract Price is **INCREASED** approximately by the following amount:

Ten Thousand Seven Hundred Thirty Two Dollars and 15 Cents (\$10,732.15)

The conditions last above-referenced to are as follows:

- A. The aforementioned change(s) and work affected thereby, are subjected to all contract stipulations and covenants; and
- B. The rights of the Local Public Agency are not prejudiced; and
- C. All claims against the Local Public Agency which are incidental to or as a consequence of the aforementioned change is satisfied.

CHANGE ORDER NUMBER 1 IS ACCEPTED BY:

Martino, Inc.

West Deer Township

By: _____
Printed Name

By: _____
Printed Name

Written Name

Written Name

Printed Title: _____

Printed Title: _____

DATE: _____

DATE: _____

Phone No.: 724-265-3680

BASE BID - NIKE SITE FOOTBALL/SOCCER PARKING LOT

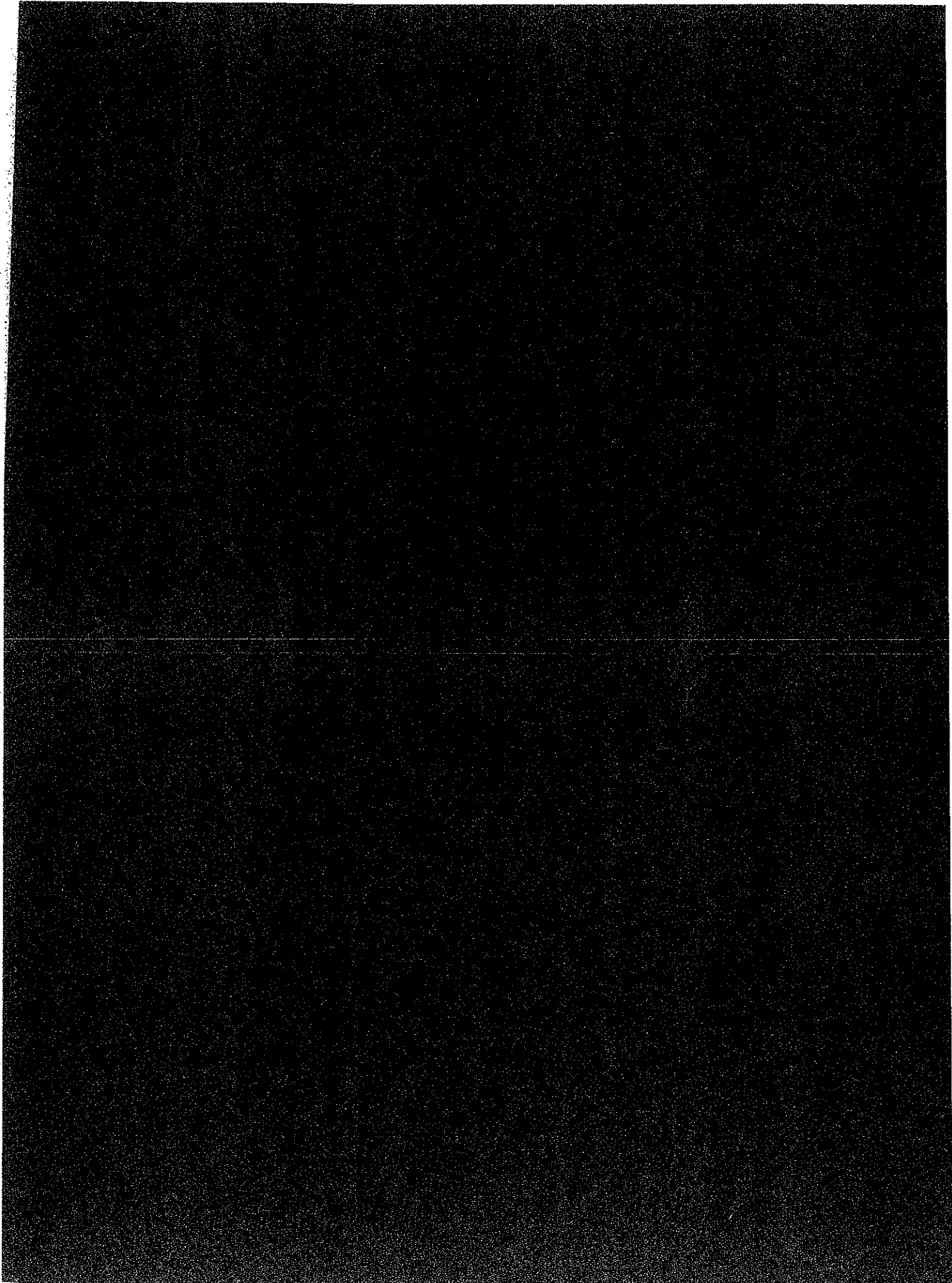
Tabulation of Final Quantities

ITEM #	DESCRIPTION	BID QTY.	UNIT	ACTUAL QTY.	UNIT PRICE	ACTUAL TOTAL	OVERAGE/(REDUCTION)
1	Slotting and install 10" aggregate base (asphalt millings-see notes on plans)	3,800	SY	3,800	\$9.25	\$35,150.00	\$0.00
2	Millings 0 - 1-1/2" depth existing wearing course overlay	4,900	SY	0	\$1.80	\$0.00	(\$8,820.00)
3	19.0 mm Superpave binder leveling course	1,700	TON	2,220	\$73.50	\$163,170.00	\$38,220.00
4	1-1/2" mm Superpave wearing course	9525	SY	9,525	\$7.00	\$66,675.00	\$0.00
5	Install 12" asphalt wedge curb	3250	LF	3,055	\$1.50	\$4,582.50	(\$292.50)
6	Install new Type M Inlet, frame and grate	14	EA	16	\$2,590.00	\$41,440.00	\$5,180.00
7	Install 12" HDPE storm sewer	575	LF	618	\$28.00	\$17,304.00	\$1,204.00
8	Install 15" HDPE storm sewer	605	LF	673.5	\$33.00	\$22,225.50	\$2,260.50
9	Install 18" HDPE storm sewer	60	LF	60	\$46.00	\$2,760.00	\$0.00
10	Aggregate base course repair (as directed by Engineer)	150	SY	1,004.50	\$22.00	\$22,099.00	\$18,799.00
11	6" underdrain installation	60	LF	60	\$15.00	\$900.00	\$0.00
12	Install R-4 rip rap	10	TON	20	\$64.00	\$1,280.00	\$640.00
13	Line striping and handicapped parking signs (8)	1	LUMP SUM	1	\$6,500.00	\$6,500.00	\$0.00
14	Remove 12" storm sewer and backfill	109	LF	109	\$7.00	\$763.00	\$0.00

ALTERNATE BID 1 - SENIOR CENTER PARKING LOT AND DRIVEWAY

Tabulation of Final Quantities

ITEM #	DESCRIPTION	BID QTY.	UNIT	ACTUAL QTY.	UNIT PRICE	ACTUAL TOTAL	OVERAGE/REDUCTION
1	Earthwork	1	LUMP SUM	1	\$1.00	\$7,400.00	\$0.00
2	Slotting and install 10" aggregate base (asphalt millings-see notes on plans)	3,960	SY	3,960	\$5.00	\$19,800.00	\$0.00
3	2-1/2" 19.0 mm Superpave binder course	3,960	SY	3,960	\$10.25	\$40,590.00	\$0.00
3a	19.0 mm Superpave binder leveling course	0	TON	192	\$73.50	\$14,112.00	\$14,112.00
4	1-1/2" 9.5 mm Superpave wearing course	3,960	SY	3,960	\$7.00	\$27,720.00	\$0.00
5	12" asphalt wedge curb	2,270	LF	2,060	\$1.40	\$2,884.00	(\$294.00)
6	Install new Type M inlet, frame and grate	3	EA	4	\$2,500.00	\$10,000.00	\$2,500.00
7	Install 12" HDPE storm sewer	43	LF	28.5	\$37.00	\$1,054.50	(\$536.50)
8	Install 15" HDPE storm sewer	60	LF	56	\$39.00	\$2,184.00	(\$156.00)
9	Install 18" HDPE storm sewer	200	LF	293	\$34.00	\$9,962.00	\$3,162.00
9a	Aggregate base course repair (as directed by Engineer)	0	SY	318.5	\$22.00	\$7,007.00	\$7,007.00
10	Install R-4 rip rap	10	TON	20	\$66.00	\$1,320.00	\$660.00
11	Line striping and handicapped parking signs (6)	1	LUMP SUM	1	\$4,500.00	\$4,500.00	\$0.00



ADVERTISEMENT: CHARTER COMMISSION ORDINANCES

THE APPOINTED CHARTER COMMISSION IS RECOMMENDING THE BOARD OF SUPERVISORS BEGIN THE PROCESS OF SENDING THEIR CHARTER RECOMMENDATIONS TO THE VOTERS FOR FOUR REFERENDUM QUESTIONS NEXT MAY.

THE FIRST STEP IN THAT PROCESS IS ADVERTISING THE ORDINANCES TO BE SENT TO REFERENDUM.

THE CHARTER COMPARISONS ARE ATTACHED, AND THE ORDINANCES SUMMARIZING THOSE CHANGES WILL BE DISTRIBUTED TO THE BOARD PRIOR TO THE BUSINESS MEETING

THE BOARD WILL CONSIDER ADOPTION OF THE ORDINANCES AT THEIR DECEMBER 20, 2017 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF THE CHARTER REFERENDUM ORDINANCES NO. 419, NO. 420, NO. 421, AND NO. 422.

	MOTION	SECOND	AYES	NAYES
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. FLEMING	___	___	___	___

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ARTICLE III TOWNSHIP BOARD OF SUPERVISORS

Section C-1011. Composition

Effective the first day of January 2020, there shall be a township Board of Supervisors of five (5) members, elected by the qualified voters of the Township. Four (4) supervisors shall be elected by district, and one (1) shall be elected at-large.

Districts shall be established according to state law and in conjunction with the County Board of Elections and the Court of Common Pleas, and the time of election of the five supervisors shall be in accordance with the schedule set forth in Section C-1013.

Original: There shall be a Township Board of Supervisors of seven (7) members elected by the qualified voters of the Township at large.

Section C-1012. Terms

The terms of all Supervisors shall be four (4) years shall begin the first Monday of the year following their election.

Supervisors are not permitted to serve more than two (2) consecutive terms, but are not otherwise precluded from serving additional terms.

A partial term shall be construed as a whole term for the purpose of this section.

Original: The Terms of all Supervisors shall be four years, except for the election of 1975. The terms of Supervisors under this Charter shall begin the first Monday of the year following their election. Supervisors cannot serve more than two consecutive terms. A partial term shall be construed as a whole term for the purpose of this section.

Section C-1013. Election

The regular election of supervisors shall be held on the municipal election days as established by the laws of the Commonwealth of Pennsylvania.

During the 2019 election year, two supervisors shall be elected. One shall be elected from District One, and one from District Three. The three supervisors presently in office shall serve until the expiration of their terms as supervisors at-large.

During the 2021 election year, three supervisors shall be elected. One shall be elected from District Two, one from District Four, and one at-large.

Thereafter, all supervisors elected shall serve the standard four-year terms as stated in Section C-1012.

Original: The regular election of Supervisors shall be held on the municipal election day as established from time to time by the laws of the Commonwealth of Pennsylvania commencing in the year 1975. At the first election under this Charter, five (5) Supervisors shall be elected. The three (3) candidates receiving the greatest number of votes shall serve for terms of four years, and the two (2) candidates receiving the next highest number of votes shall serve for terms of two years. Commencing with the next municipal election three or four Supervisors shall be elected (for full four-year terms) as required to bring the total number up to seven members.

Section C-1014. Election Procedure

The procedure for nomination and election of supervisors shall be as established by the general laws of the Commonwealth of Pennsylvania for municipal elections.

Section C-1015. Compensation of Supervisors

Each supervisor shall receive compensation at the rate of fifty dollars (\$50) per month for their services. This rate may be changed by ordinance, provided that any ordinance increasing such compensation shall not become effective prior to the first day of the year following the subsequent election of supervisors.

Supervisors shall receive no other compensation – directly or indirectly – for the performance of their duties, nor receive pensions, insurance, or other forms of fringe benefits similar to those earned by regular township employees.

When authorized and approved by a majority of the Board, individual supervisors – not their family, friends, or otherwise – shall be entitled to reimbursement of actual travel and necessary expenses incurred through the course of performing their duty.

Original: Supervisors shall receive no compensation, direct or indirect, for the performance of their duties; they shall receive no pensions, insurance or other form of fringe benefits. They shall, however, be entitled to their actual expenses incurred in the performance of their duties. Expenses must be approved by a majority of the whole Board.

Section C-1016. Qualifications of Supervisors

A supervisor shall be a citizen of the United States, shall have been a resident of the Township for at least one (1) year prior to the date of their election, and shall be a registered voter.

Original: A Supervisor shall be a citizen of the United States, shall have been a resident of the Township for at least one (1) year prior to the date of his election, and shall be a registered voter.

Section C-1017. Authority

All authority of the Board of Supervisors shall be asserted only by the Board as a whole. No individual supervisor shall have any authority whatsoever unless such authority is specifically delegated by the Charter, or by the Board formally acting as a body.

Other than for the purposes of inquiry – or due to a vacancy in the office of Township Manager – the Board or any of its members shall deal with personnel solely through the Township Manager, and neither the Board nor any of its members shall give orders — publicly or privately — to any subordinate of the Manager.

Original: All authority of the Board of Supervisors shall be asserted only by the Board. No individual Supervisor shall have any authority whatsoever under this Charter unless such authority is specifically delegated by the Charter or by the Board acting as a body.

Section C-1018. Prohibitions

No supervisor shall hold any other compensated or uncompensated Township office or employment during the term for which they are elected to the Board, and no former supervisor shall hold any compensated Township office or employment – nor act as a paid consultant to the Township – until two (2) years after the expiration of the term for which they were elected to the Board.

In addition, no supervisor shall hold any compensated office or be employed by the County of Allegheny during their tenure as supervisor.

Original: No Supervisor shall hold any other compensated or uncompensated Township office or employment during the term for which he is elected to the Board, and no former Supervisors shall hold any compensated appointive Township office or employment, nor shall be act as a paid consultant to the Township, until two years after the expiration of the term for which he was elected to the Board. No Supervisor shall hold any compensated office of or employment by the County of Allegheny during his tenure as Supervisor.

Section C-1019. Vacancies

A supervisor's position shall become vacant upon their death, resignation, or removal from office in any manner authorized by law or this Charter.

Whether elected or duly appointed to fill a vacancy in elective office, a township officer shall be removable from office only: by impeachment; by the Governor for reasonable cause after due notice and full hearing on the advice of two-thirds of the Senate; upon conviction of misbehavior in office; or of an infamous crime in accordance with the Constitution of Pennsylvania, or otherwise as may be permitted by law.

A supervisor position shall also become vacant for failure of an individual to assume such office after election thereto within forty-five (45) days after the commencement of the term thereof.

Original: The office of Supervisor shall become vacant upon his death, resignation, removal from office in any manner authorized by law or this Charter, or forfeiture of his office, or for death or for failure to assume such office after election thereto within forty-five (45) days after the commencement of the term thereof. A Supervisor shall forfeit his office if he lacks at any time during his term of office any qualification for the office prescribed by this Charter or by law or is convicted of a felony or a crime involving moral turpitude or is absent from three (3) consecutive regular meetings of the Board without reasonable excuse. In the case of failure of attendance, unless excused by the Board, the Board shall declare such office vacant at least ten days before the same shall be filled by appointment.

Section C-1020. Filling of Vacancies

If a vacancy arises in the office of supervisor for any reason, the remaining members of the Board shall, by majority vote, fill the vacancy by appointing a person possessing the qualifications of the office, and who either resides in the district from where the vacancy originates, or from the Township as a whole in the case of an at-large vacancy.

If the Board shall refuse, fail, neglect, or be unable for any reason whatsoever to fill such a vacancy within thirty-one (31) days after the vacancy occurs, then the Court of Common Pleas shall – upon petition of the Board or of any twenty-five (25) citizens of the township – fill the vacancy in such office using the parameters prescribed in the preceding paragraph of this Section.

Original: If a vacancy shall occur in the office of Supervisors for any reason, the remaining members of the Board shall fill such vacancy by appointing a person qualified under this Charter to hold such office for the unexpired term. If the Board shall refuse, fail or neglect, or be unable, for any reason whatsoever, to fill such vacancy within thirty (30) days after the vacancy occurs, then the President Judge of the Court of Common Pleas of Allegheny County - Civil Division shall be petitioned to appoint a replacement from a qualified petitioner or petitioners whose petition or petitions has the signatures of at least fifty (50) voters of the Township.

Section C-1021. Organization of the Board

The Township Board of Supervisors shall organize on the first Monday of each January at a time formally established at the last Board of Supervisors meeting of December. If the first Monday is a legal holiday, the meeting shall take place on Tuesday instead. The Board shall elect one of their members as Chairperson and one as Vice Chair at this organizational meeting, and both shall hold such offices at the pleasure of the Board.

The Board may transact any further business it deems necessary or appropriate at the organizational meeting.

Original: The Township Board of Supervisors shall organize at 8:00 p.m. on the first Monday of January of each year, by electing one of their number as Chairman and one of their number as Vice Chairman, who shall hold such offices at the pleasure of the Board. If the first Monday is a legal holiday, the meeting and organization shall take place the first day following. The Board may transact any further business it deems necessary or appropriate at the organization meeting.

Article IV

OPERATION AND PROCEDURES OF THE BOARD OF SUPERVISORS

Section C-1034. Meetings

It shall be the duty of the Board to meet stately at least once a month. The Board may adjourn to a stated time for general business or for special business. If no quorum is present at a regular or adjourned meeting, a majority of those who do meet may agree upon another date for a meeting and may continue to so agree until the meeting is held.

Special meetings may be called by the Chairperson – or upon the request of a simple majority of the members of the Board – and must be communicated in a manner which can be audited (e.g., written or electronic communication). Members shall be given at least twenty-four (24) hours notice of such special meetings. The notice shall state whether it is for general or special purposes, and – if for special purposes – the notice shall contain a statement of the nature of the business to be considered.

Presence at a meeting constitutes waiver of notice.

Original: It shall be the duty of the Board to meet stately at least once a month. The Board may adjourn to a stated time for general business or for special business. If no quorum is present at a regular or adjourned meeting, a majority of those who do meet may agree upon another date for a meeting and may continue to so agree until the meeting is held. Special meetings may be called by the Chairman or upon written request of at least four of the members thereof. Members shall have at least twenty-four (24) hours' notice of such special meetings. The notice shall state whether it is for general or special purposes, and if it is for special purposes, the notice shall contain a statement of the nature of the business to be considered. Presence at a meeting constitutes waiver of notice.

Section C-1035. Records

The Board shall make and preserve minutes and records of its proceedings. Copies of minutes and records of proceedings shall be open for public inspection at the Township building during regular hours, and minutes shall also be made accessible to the public electronically.

At least five (5) days prior to any regular meeting, the administration shall release an agenda of the regular meeting. In addition, within one week after a regular or special meeting, the administration shall release a summary of action taken at the meeting.

For the purposes of this section, releases may appear in any newspaper or other print or electronic publication – including the Township website – which is generally available to the residents of the Township and is published or updated at least once a month.

The meeting agenda may be adjusted at any time – including during the meeting itself – to include new items, but those new items must be recorded in the minutes, and no formal action can be taken without prior public notice in accordance with all applicable laws.

Any emergency matters may be considered at special meetings upon twenty-four (24) hours' notice.

Original: The Board shall make and preserve minutes and records of its proceedings. These records shall be open for public inspection during reasonable hours. In addition, at least one week prior to any regular meeting, the Board shall release an agenda of the regular meeting and within one week after the regular meeting, the Board shall release a summary of action taken at the meeting. Within one week after any special meeting the Board shall release a summary of action taken at the special meeting. For the purposes of this section, releases may appear in any newspaper or other publication generally circulated in the Township on a monthly, weekly, or daily basis.

No business shall be transacted at regular meetings unless the subject appears on the agenda. Any emergency matters may be considered at special meetings upon twenty-four (24) hours' notice.

Section C-1036. Public meetings

All official meetings of the Board shall be open for public attendance. All official votes of the Board shall be taken openly.

Section C-1037. Operating Rules

The Board shall, by resolution, adopt rules of procedure for its meetings and for assignment of members to committees. Such rules shall be designed to assure full and equal participation in the deliberations of the Board by all of its members.

Section C-1038. Quorum

A majority of the members of the Board shall constitute a quorum. The board shall conduct no business except in the presence of a quorum.

Section C-1039. Majority Action

The action of a majority of the supervisors present and entitled to vote – unless otherwise stated in this Charter – shall be binding upon and constitute the action of the Board.

Section C-1040. Form of Action by the Board

Official actions of the Board may be taken by adoption of an ordinance, of a resolution, or by motion. All ordinances and resolutions must be in written form. All actions of a legislative character shall be taken by ordinance. All other actions of the Board shall be by resolution or motion – unless otherwise required in this Charter – or in a resolution establishing the rules of procedure. However, no such administrative action shall be void or otherwise adversely affected if it shall have been taken by ordinance. All final action in adopting ordinances or resolutions shall be by roll call vote, and the vote of each member of the Board shall be entered in the minutes of the meeting.

Section C-1041. Citizens' Right to be Heard

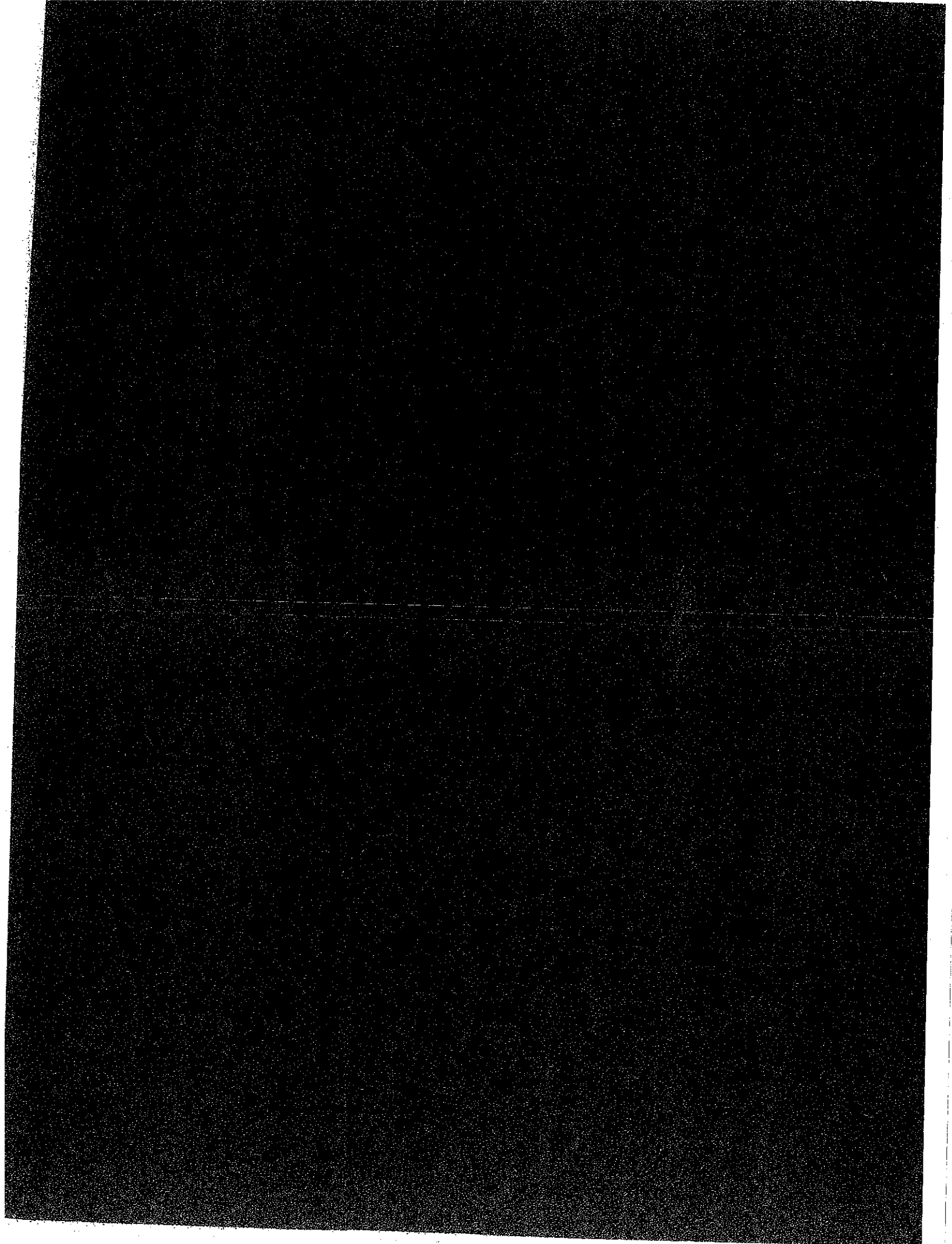
The Board shall provide reasonable opportunity for interested residents and taxpayers of the Township to address the Board on matters of general or special concern. This opportunity may be afforded the public either at the regular monthly Board meeting or at a special meeting set for this purpose.

Residents and taxpayers of the Township have the right to be a registered speaker at a regular business meeting and can do so by contacting the Township Manager a minimum of one week prior to the meeting and requesting to be placed on the agenda.

Original: The Board shall provide reasonable opportunity for interested citizens and taxpayers to address the Board on matters of general or special concern. This opportunity may be afforded the public either at the regular monthly Board meeting or at another regular monthly meeting specially set for this purpose.

Upon petition signed by two hundred registered voters of the Township, the Board shall set a special meeting of the Board to hear matters set forth in the citizens' petition. The special meeting of the Board shall be set within thirty (30) days after the petition is filed with the Township Secretary.

Preliminary



AUTHORIZATION: NIKE SITE BACKFILLING/LANDSCAPING

THE TOWNSHIP RECENTLY PAVED THE PARKING LOTS OF BOTH THE SENIOR CENTER AND THE BALLFIELDS AT THE NIKE SITE. BECAUSE IT IS LATE IN THE YEAR AND SAFETY IS A CONCERN, THE TOWNSHIP ENGINEER AND TOWNSHIP MANAGER ARE RECOMMENDING THE FRONT, SENIOR CENTER PORTION OF THE DRIVEWAY AND PARKING LOT (PHASE ONE) BE BACKFILLED AND LANDSCAPED AS SOON AS POSSIBLE.

BID QUOTES WILL BE PROVIDED AT THE MEETING...

MR. SHOUP.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE FIRST PHASE OF THE NIKE SITE BACKFILLING/LANDSCAPING TO _____ AT A COST NOT TO EXCEED \$ _____ AS PER THE TOWNSHIP ENGINEER'S SPECIFICATIONS.

	MOTION	SECOND	AYES	NAYES
MR. VAEREWYCK	—	—	—	—
DR. DISANTI	—	—	—	—
MR. FLORENTINE	—	—	—	—
MR. GUERRE	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. ROMIG	—	—	—	—
MR. FLEMING	—	—	—	—

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**AUTHORIZATION: NORTH HILLS COG NIKE SITE ADA WALKWAY
(CDBG GRANT) REBID**

THE TOWNSHIP WAS AWARDED A GRANT TO CONSTRUCT ADA ACCESSIBLE WALKING TRAILS AT THE NIKE SITE PARK. THE COG ADMINISTERED THE REBID PROCESS, AND BIDS WERE RECEIVED AND OPENED AT THE COG OFFICE AT 11:00 A.M., ON FRIDAY, OCTOBER 27, 2017.

<u>BIDDERS</u>	<u>TOTAL</u>
1) Holbein, Inc.	\$ 81,887.00
2) Martino, Inc.	\$107,100.00
3) W.G. Land Company, LLC	No Bid

(See attachments)

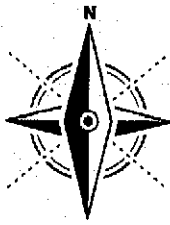
MR. SHOUP.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE BID TO HOLBEIN, INC. IN THE AMOUNT OF \$81,887.00 TO CONSTRUCT THE ADA ACCESSIBLE WALKWAY AT THE NIKE SITE PARK AS PER THE TOWNSHIP ENGINEER'S SPECIFICATIONS.

	MOTION	SECOND	AYES	NAYES
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

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SHOUP ENGINEERING
FOR OVER 50 YEARS

329 Summerfield Drive, Baden PA 15005
Phone: 724-869-9560 Fax: 724-869-7434
shoupeng@comcast.net

November 8, 2017

Mr. Daniel Mator
West Deer Township
109 East Union Road
Cheswick, PA 15024

Via email only

Re: Bid Results
Nike Site ADA Walkway - Phase II

Dear Mr. Mator,

Bids were received and opened at the North Hills Council of Governments Office on October 27, 2017 for the above referenced project. Attached is a tabulation of the bid results.

The project proposes the installation of approximately 2,100 feet of an asphalt walking trail (6 feet wide). The bid from Holbein, Inc. of \$81,887.00 equates to a unit cost of \$39.00 per foot of trail.

The Phase I walking trail completed earlier this year measured 1,275 feet and had a unit cost of \$39.10 per foot.

If the Township decides to move forward with the project, the Board of Supervisors will need to accept the bid of Holbein, Inc. and direct the North Hills Council of Governments to enter into a contract regarding the same.

If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E., P.L.S.

cc: Cathy Sopko, via email

WEST DEER TOWNSHIP (#9554)
Nike Site ADA Walkway - Rebid
October 27, 2017

BIDDERS' LIST

BIDDER	BID AMOUNT	BID ORDER
W.G. Land Company, LLC	No Bid	
Holbein, Inc.	\$81,887.00	1
Martino, Inc.	\$107,100.00	2

REQUEST FOR BIDS

Notice is hereby given that specifications and proposal forms are available from 9:00 a.m. to 4:00 p.m. weekdays at the office of the North Hills Council of Governments (NHCOG) hereinafter, for the following project(s):

Township of West Deer – CD 43 7.3 E - Nike Site Handicap Asphalt Walkway - Rebid

In the case of all the above listed CD projects, NHCOG shall Act as Agent for each respective municipality.

A nonrefundable fee of Fifty Dollars (\$50.00), payable in advance, will be charged for each of the above specification(s) if they are obtained at the office or Fifty-Five Dollars (\$55.00) if they are to be mailed (all checks must be made payable to the North Hills Council of Governments).

No documents will be distributed within 24 hours of the scheduled receipt of bids.

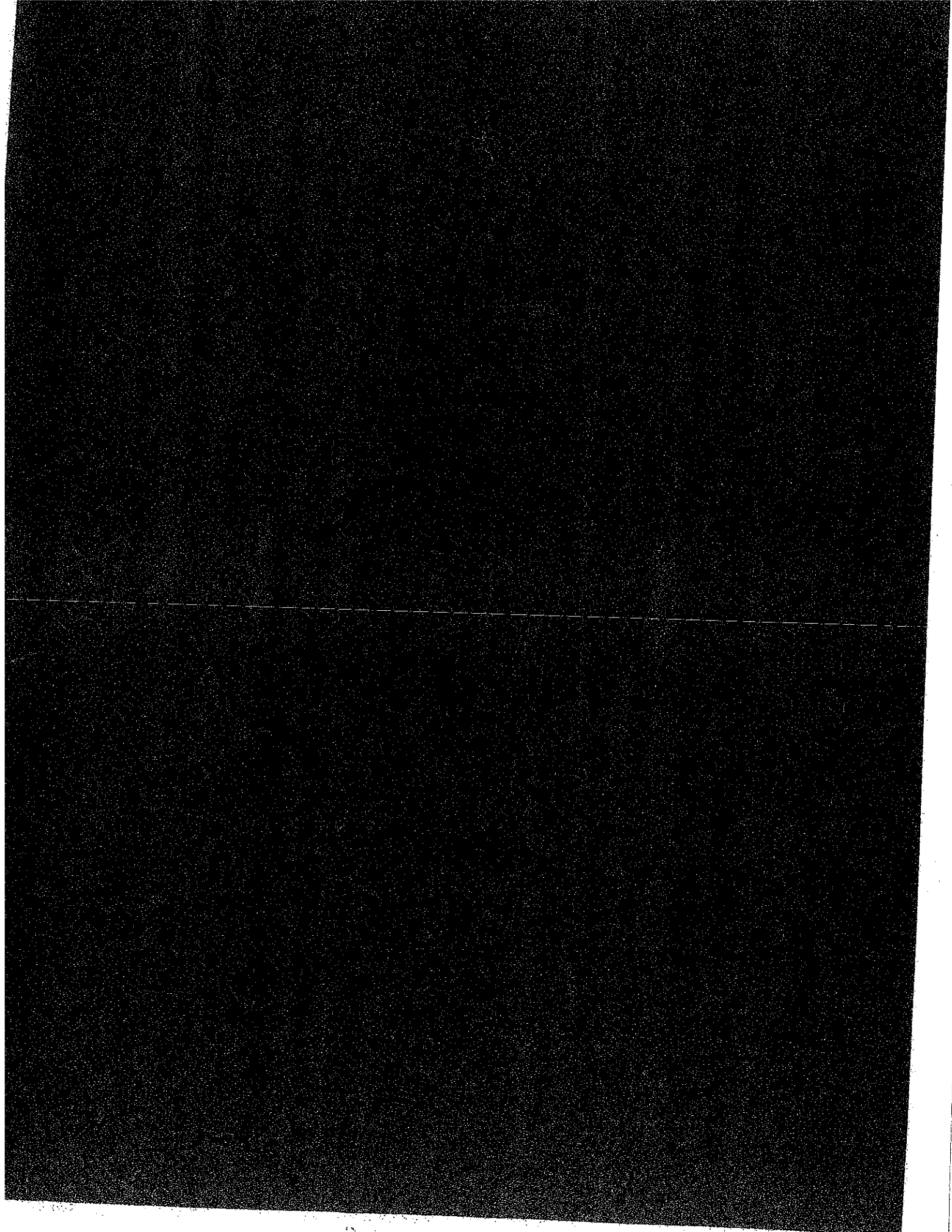
Bids will be received at the NHCOG office at 300 Wetzel Road, Suite 201, Glenshaw, PA 15116 until 11:00 A.M. prevailing time on Friday, October 27, 2017. All bid proposals will be opened and read at that time at the NHCOG office. The NHCOG reserves the right to reject any and all bids in whole or in part and to waive any informalities.

Bid Recipient List and Bid Tab available at www.northhillscog.org

Bids must be accompanied by a Bid Bond, Cashier's Check, or a Certified Check made payable, without condition, to the NHCOG in an amount no less than 10% of the bid. **Cash will not be accepted.**

Compliance is required with the Davis-Bacon Act and other Federal Labor Standards Provisions; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60-1.4); Section 109 of the Housing and Community Development Act of 1974; Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise); in compliance with Section 504 of Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990; and the Allegheny County MBE/WBE Program enacted July, 1981, which sets forth goals of 13 percent Minority and 2 percent Female Business Enterprise; and the Allegheny County Ordinance #6867-12, setting forth goals of 5 percent Veteran-Owned Small Businesses. Further, notice is hereby given that this is a Section 3 Project under the Housing and Urban Development Act of 1968 (as amended) and must to the greatest extent feasible, utilize lower income residents for employment and training opportunities and Section 3 Business concerns and all contracts and subcontracts for this project shall contain the "Section 3 Clause" as set forth in 24 CFR, Part 135.38. Moreover, compliance is required by the prime contractor and all subcontractors with the document entitled Federal General Conditions that is included with the bid materials furnished, these Federal General Conditions to be incorporated by reference into all construction contracts between operating agency and contractor, contractor and subcontractor(s), and subcontractor(s) and lower tiered subcontractor(s).

By order of the Board of Directors of the North Hills Council of Governments
Wayne E. Roller
Executive Director



AUTHORIZATION: SALE OF PUBLIC WORKS PICKUP TRUCK

THE TOWNSHIP ADVERTISED FOR THE SALE OF THE 2007 GMC 2500 HD PICKUP TRUCK WITH 4X4 PLOW & TOOL BOX, INSPECTION: JULY 2018, APPROX. 110,500 MILES – AS IS CONDITION.

SEALED BIDS WERE RECEIVED AND OPENED AT 2:00 P.M. ON NOVEMBER 9, 2017

THE FOLLOWING SEALED BIDS WERE RECEIVED:

BIDDERS:	TOTAL:
1) George Hollibaugh	\$5,651.00
2) Frank C. Tanner	\$2,850.00
3) Randy Nelson	\$2,505.00
4) Dan Loughlin	\$2,345.67
5) Kim Gaudino	\$2,310.00
6) Brennan McGowan	\$2,017.00

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SALE OF THE 2007 GMC HD PICKUP TRUCK AS-IS CONDITION, GEORGE HOLLIBAUGH IN THE AMOUNT OF \$5,651.00.

	MOTION	SECOND	AYES	NAYES
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

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ADOPTION: RESOLUTION NO. 2017-10 (VOLUNTEER SERVICE CREDIT PROGRAM)

LAST MONTH THE BOARD ADOPTED ORDINANCE 418 -- ESTABLISHING A VOLUNTEER SERVICE CREDIT PROGRAM FOR VOLUNTEER MEMBERS OF VOLUNTEER FIRE COMPANIES.

AS PER THE ORDINANCE, THE BOARD WILL ESTABLISH THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED BY THE ATTACHED RESOLUTION:

RESOLUTION NO. 2017-10

A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED UNDER THE WEST DEER TOWNSHIP VOLUNTEER SERVICE CREDIT PROGRAM.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-10 ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED UNDER THE WEST DEER TOWNSHIP VOLUNTEER SERVICE CREDIT PROGRAM.

	MOTION	SECOND	AYES	NAYES
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLEMING	___	___	___	___

**WEST DEER TOWNSHIP
ALLEGHENY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2017-10

**A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF
ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA,
ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST
MEET TO BE CERTIFIED UNDER THE WEST DEER TOWNSHIP
VOLUNTEER SERVICE CREDIT PROGRAM**

WHEREAS; on 21 November 2016, Governor Tom Wolf signed into law HB1683 (Act 172 of 2016), which authorizes municipal governments to grant local tax credits to volunteers at a volunteer fire company fire and [an emergency medical service agency (EMS)]; and

WHEREAS; on 18 October 2017, the Board of Supervisors of West Deer Township enacted Ordinance No. 418 establishing a Volunteer Service Credit Program and authorizing local tax credits for volunteer members of volunteer fire companies and nonprofit emergency medical service agencies; and

WHEREAS; Section 4 of Ordinance No. 418 requires the Board of Supervisors of West Deer Township to establish, by resolution, the criteria to qualify for tax credits under the Volunteer Service Credit Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of West Deer Township as follows:

Section 1. Recitals. The above recitals are incorporated herein by reference hereto.

Section 2. Program Criteria. Volunteers at an eligible entity, as defined by Ordinance No. 418, shall meet the following criteria during the Eligibility Period to be eligible for certification under the Volunteer Service Credit Program:

- a) Volunteers must have completed the basic requirements for their classification as outlined by the bylaws of their respective volunteer fire company or nonprofit emergency medical service agency.
- b) Volunteers must be either be:
 - i. An Active Firefighter who has completed Interior Firefighter Training or equivalent training based on his or her expected performance classification,
 - or

- ii. A Business Member who has met requirements set forth by the bylaws of their respective volunteer fire company or nonprofit emergency medical service agency to achieve said status.
- c) Volunteers must be members in good standing as outlined by the bylaws of their respective volunteer fire company or nonprofit emergency medical service agency.
- d) For Tax Year 2017, Volunteers must achieve a minimum of Thirty-Seven (37) hours of service at their respective volunteer fire company or nonprofit emergency medical service agency during the Eligibility Period. For Tax Year 2018, and every year thereafter, Volunteers must achieve a minimum of Fifty (50) hours of service at their respective volunteer fire company or nonprofit emergency medical service agency during the Eligibility Period. Service hours may be from training, call participation, public relations, community events, and fundraisers.
- e) Volunteers on probation as defined by the bylaws of their respective volunteer fire company or nonprofit emergency medical service agency shall not be eligible for the Program.

Section 3. Repealer. Any resolutions of the Township of West Deer inconsistent herewith are repealed to the extent of said conflict.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

UPON MOTION DULY MADE AND SECONDED, this Resolution is adopted this 15th day of November, 2017.

ATTEST:

West Deer Township



Chairman of the Board
Jeffrey D. Fleming

Vice-Chairman of the Board
Richard W. DiSanti, Jr.

Township Manager
Daniel J. Mator, Jr.

2017 APPLICATION FOR VOLUNTEER SERVICE TAX CREDIT

NAME: _____

ADDRESS: _____

CITY, ZIP CODE: _____

NAME OF VOLUNTEER FIRE/EMS COMPANY: _____

I, _____, do hereby apply for the West Deer Township Volunteer Service Tax Credit Program and certify I met the following requirements in 2017:

- I completed the requirements for my classification as outlined by the Bylaws for VFC# _____.
- I am a member in good standing and I achieved the minimum hours of service required by West Deer Township at VFC# _____, and
- I was not on probation, as defined by the Bylaws for VFC# _____.

SELECT ONLY ONE CATEGORY BELOW:

- Active Firefighter.** I have completed Interior Firefighters Training or equivalent training based on my expected performance classification.
- Business Member.** I have met the requirements set forth in the Bylaws for VFC# _____ to achieve Business Member status.

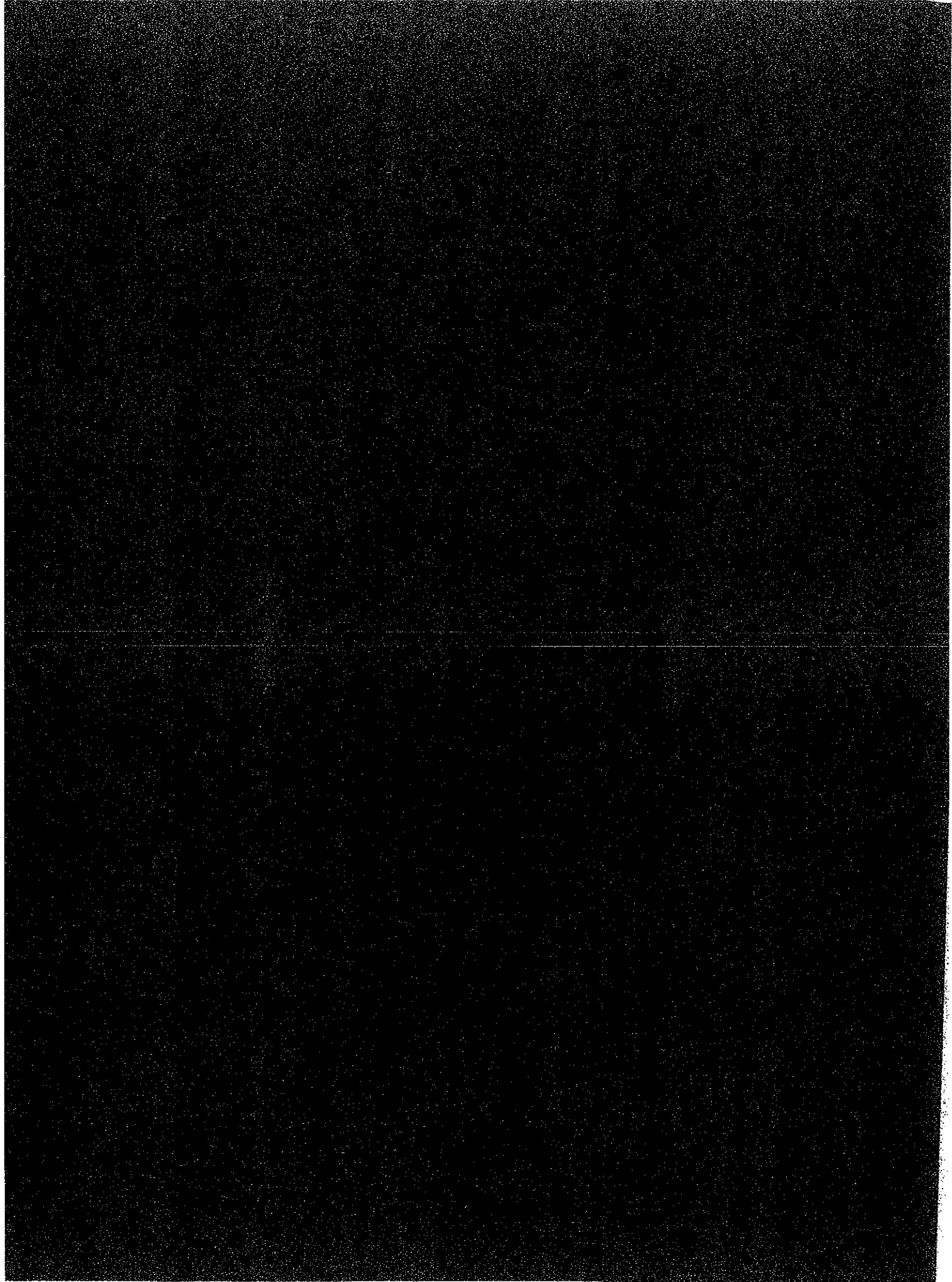
Volunteer Signature

Date

I, _____, Chief of the above-mentioned Volunteer Fire Company, do hereby CERTIFY and ATTEST that in 2017 the Applicant-Volunteer has satisfied the criteria required by the West Deer Township Volunteer Service Tax Credit Program.

Chief

Date



ADOPTION: RESOLUTION NO. 2017-11 (SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT)

THE TOWNSHIP RECEIVED THE ATTACHED SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT FROM PENNDOT TO INCLUDE THE ROADWAY FROM LITTLE DEER CREEK ROAD TO THE FRAZER TOWNSHIP LINE ON RUSSELLTON AIRPORT ROAD AS A SERVICE THE TOWNSHIP WILL PROVIDE IN RETURN FOR COMPENSATION.

RESOLUTION NO. 2017-11

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT – NOW INCLUDING LITTLE DEER CREEK ROAD TO THE FRAZER TOWNSHIP LINE ON RUSSELLTON AIRPORT ROAD – WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

DISCUSSION.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

	MOTION	SECOND	AYES	NAYES
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. FLEMING	___	___	___	___

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STATE ROUTE AND LOCAL NAME	BEGINNING SEG	OFFSET	ENDING SEG	OFFSET	LINEAR MILES	MFC	RATE / LANE	NUMBER OF LANES	COST
1015 Little Deer Creek Rd (West Deer/Indiana line to Bakerstown Rd)	0100	0043	0160	3282	3.89	C	\$1,647.37	2	\$12,816.54
1020 Cedar Ridge Rd (Middle Rd to Gibsonsia Rd)	0010	0000	0040	3667	2.12	D	\$1,456.61	2	\$6,176.03
1020 Russellton/Dorseyville Rd (Saxonburg Blvd to Rich Hill Rd)	0080	0000	0100	2944	1.18	D	\$1,456.61	2	\$3,437.60
1022 Oak Rd (Gibsonsia Rd to Bryson Rd)	0010	0000	0030	3820	1.59	D	\$1,456.61	2	\$4,632.02
1022 Bryson Rd (Oak Rd to Mountain View Rd)	0040	0000	0050	2462	0.88	E	\$1,456.61	2	\$2,563.63
1023 Mill Dam Rd (Turnback section to Rich Hill Rd)	0030	0000	0030	0139	0.03	E	\$1,456.61	2	\$87.40
1024 Mountain View Rd/Starz Rd (Gibsonsia Rd to Saxonburg Blvd)	0010	0000	0030	3931	2.22	E	\$1,456.61	2	\$6,467.35
1025 Rich Hill Rd/East Union Rd (Mill Dam Rd to Starr Rd)	0040	0000	0050	3661	1.37	E	\$1,456.61	2	\$3,991.11
1025 East Union Rd (Starr Rd to Saxonburg Blvd)	0060	0000	0070	3488	0.91	D	\$1,456.61	2	\$2,651.03
1026 Starr Rd (East Union Rd to Little Deer Creek Rd)	0010	0000	0020	3190	1.01	D	\$1,456.61	2	\$2,942.35
1026 Creighton-Russ Rd (Little Deer Creek Rd to Park Entrance)	0030	0000	0030	0787	0.10	D	\$1,456.61	2	\$291.32
1019 Creighton-Russ Rd (Park Entrance to Frazer/Twp Line)	0120	0010	0140	2046	1.50	D	\$1,456.61	2	\$4,369.83

TERMS OF PAYMENT(S)

The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

MILEAGE TOTALS	16.8 LINEAR MILES
LANE MILES	
MFC "B"	0.00
MFC "C"	7.78
MFC "D"	16.82
MFC "E"	9.00
TOTAL =	33.60 LANE MILES
TOTAL COST	\$50,426.21

ATTACHMENT "A"

MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENTS RATE SCHEDULE

Published by the

**COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE AND OPERATIONS**

For use during Fiscal Year 2017/18

County	"C"	"D"/"E"	County	"B"	"C"	"D"/"E"
Crawford	\$1,906.55	\$1,722.97	Bucks	\$1,183.04	\$1,105.04	\$1,023.05
Erie	\$1,906.55	\$1,722.97	Chester	\$1,183.04	\$1,105.04	\$1,023.05
Forest	\$1,354.62	\$1,183.04	Delaware	\$1,183.04	\$1,105.04	\$1,023.05
Mercer	\$1,354.62	\$1,183.04	Montgomery	\$1,183.04	\$1,105.04	\$1,023.05
Venango	\$1,354.62	\$1,183.04		"C"	"D"/"E"	
Warren	\$1,906.55	\$1,722.97	Adams	\$1,105.03	\$923.87	
Centre	\$1,291.03	\$1,123.05	Cumberland	\$1,105.03	\$923.87	
Clearfield	\$1,354.62	\$1,183.04	Franklin	\$1,105.03	\$923.87	
Clinton	\$1,291.03	\$1,123.05	York	\$1,105.03	\$923.87	
Cameron	\$1,291.03	\$1,123.05	Dauphin	\$1,105.03	\$923.87	
McKean	\$1,666.57	\$1,479.39	Lancaster	\$1,105.03	\$923.87	
Potter	\$1,456.61	\$1,274.23	Lebanon	\$1,105.03	\$923.87	
Mifflin	\$1,105.03	\$923.87	Perry	\$1,105.03	\$923.87	
Elk	\$1,354.62	\$1,183.04	Bedford	\$1,105.03	\$923.87	
Juniata	\$1,105.03	\$923.87	Blair	\$1,105.03	\$923.87	
Columbia	\$1,105.03	\$923.87	Cambria	\$1,815.35	\$1,647.37	
Lycoming	\$1,291.03	\$1,123.05	Fulton	\$998.27	\$847.09	
Montour	\$1,105.03	\$923.87	Huntingdon	\$1,105.03	\$922.68	
Northumberland	\$1,105.03	\$923.87	Somerset	\$1,815.35	\$1,647.37	
Snyder	\$1,105.03	\$923.87	Armstrong	\$1,354.62	\$1,183.04	
Sullivan	\$1,291.03	\$1,123.05	Butler	\$1,354.62	\$1,183.04	
Tioga	\$1,456.61	\$1,274.23	Clarion	\$1,354.62	\$1,183.04	
Union	\$1,105.03	\$923.87	Indiana	\$1,354.62	\$1,183.04	
Bradford	\$1,456.61	\$1,274.23	Jefferson	\$1,354.62	\$1,183.04	
Lackawanna	\$1,456.61	\$1,274.23		"B"	"C"	"D"/"E"
Luzerne	\$1,456.61	\$1,274.23	Allegheny	\$1,815.35	\$1,647.37	\$1,456.61
Pike	\$1,291.03	\$1,123.05	Beaver	\$1,815.35	\$1,647.37	\$1,456.61
Susquehanna	\$1,456.61	\$1,274.23	Lawrence	\$1,354.62	\$1,354.62	\$1,183.04
Wayne	\$1,291.03	\$1,123.05		"C"	"D"/"E"	
Wyoming	\$1,291.03	\$1,123.05	Fayette	\$1,527.40	\$1,340.21	
Berks	\$909.47	\$739.11	Greene	\$1,354.62	\$1,183.04	
Carbon	\$1,291.03	\$1,123.05	Washington	\$1,354.62	\$1,183.04	
Lehigh	\$909.47	\$739.11	Westmoreland	\$1,527.40	\$1,340.21	
Monroe	\$1,291.03	\$1,123.05				
Northampton	\$909.47	\$739.11				
Schuylkill	\$1,105.03	\$923.87				

In the event MFC "B" roads are serviced by the
Municipalities, they are to be paid at "C" rates
(except 11-0)

NO MFC "A" ROADS ARE TO BE SERVICED BY MUNICIPALITIES!

OGC Form 18-FA-33.0
Approved OAG 5/6/2013

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES SUPPLEMENTAL

**AGREEMENT NO 3900036935A
FID/SSN #256003437
SAP VENDOR #159336**

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this _____ day of _____,
_____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation
("COMMONWEALTH"),

AND

the Township of West Deer of the COMMONWEALTH of Pennsylvania, acting through its authorized officials
("MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 3900036935A, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900036935A for the purpose of **adding** certain State Highways.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900036935A in accordance with the following:

1. Exhibit "A" attached to Agreement No. 3900036935A is revised in accordance with Supplemental Exhibit "A," which is attached to and made part of this Supplemental Agreement, for the purpose of **adding** the specified state Highway(s).
2. The effective date of this **addition** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the added roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
 - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.
 - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The following is added to Agreement No. 3900036935A:

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

7. Paragraph 10 of Agreement No. 3900036935A is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. All other terms and conditions of Agreement No. 3900036935A not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 9 of Agreement Number 3900036935A, the following clauses or provisions are added:

The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

Title: DATE

BY _____
Title: DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

Certified Funds Available Under
SAP DOCUMENT NO. 3900036935A
SAP FUND 1058200712 FY(13,14,15,16,17)
SAP COST CENTER 7841110000
GL. ACCOUNT 6344450

AMOUNT _____

BY _____
for Comptroller Operations Date

Contract No. 3900036935A, is split 0%, expenditure amount of 0.00 for federal funds and 100%, expenditure amount of _____ for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-33.0
Appv'd OAG 5/6/2013

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-11**

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT – NOW INCLUDING LITTLE DEER CREEK ROAD TO THE FRAZER TOWNSHIP LINE ON RUSSELLTON AIRPORT ROAD – WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED, by authority of the Board of Supervisors of West Deer Township, Allegheny County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors be authorized and directed to sign the attached Agreement on its behalf.

ADOPTED this 18th day of October, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

I, Daniel Mator, Township Manager of the Township of West Deer, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the West Deer Township Board of Supervisors held the 15th day of November, 2017.

Date: 15 November 2017

Daniel J. Mator, Jr.
Township Manager

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT "C"

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

2/24/2015

EXHIBIT "C"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other

Municipal Winter Traffic Services Supplemental Agreement

requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination

date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

Municipal Winter Traffic Services Supplemental Agreement

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

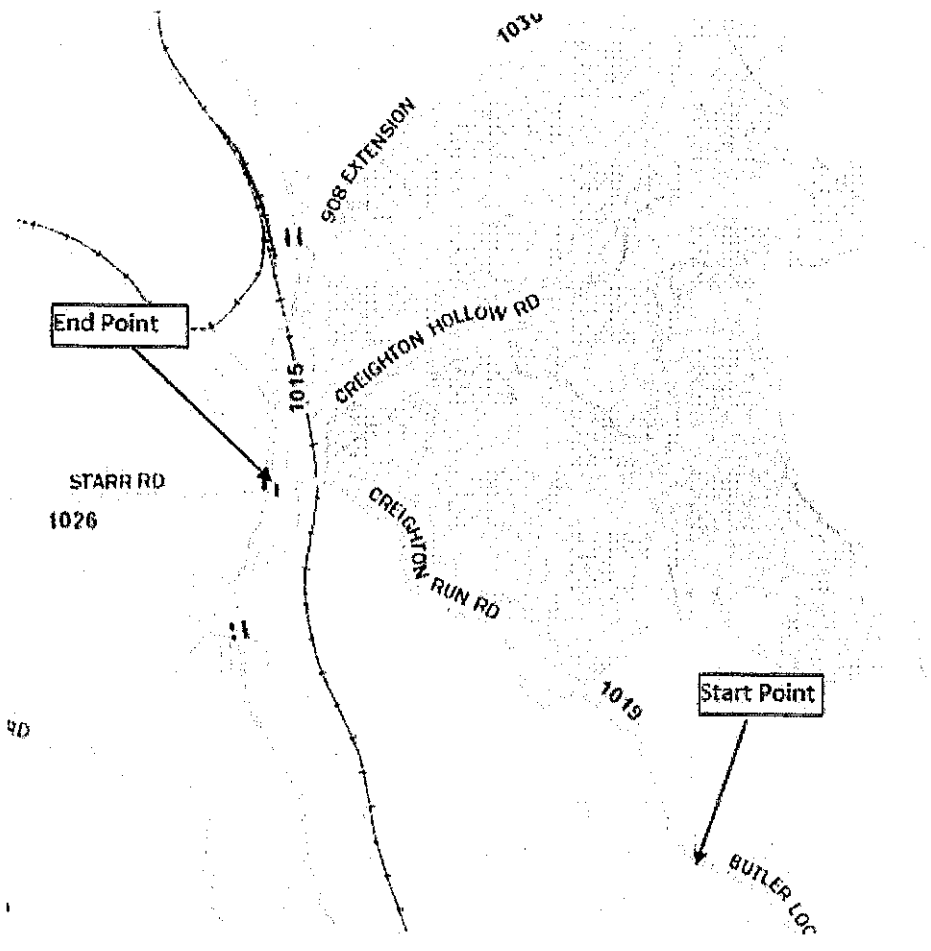
Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

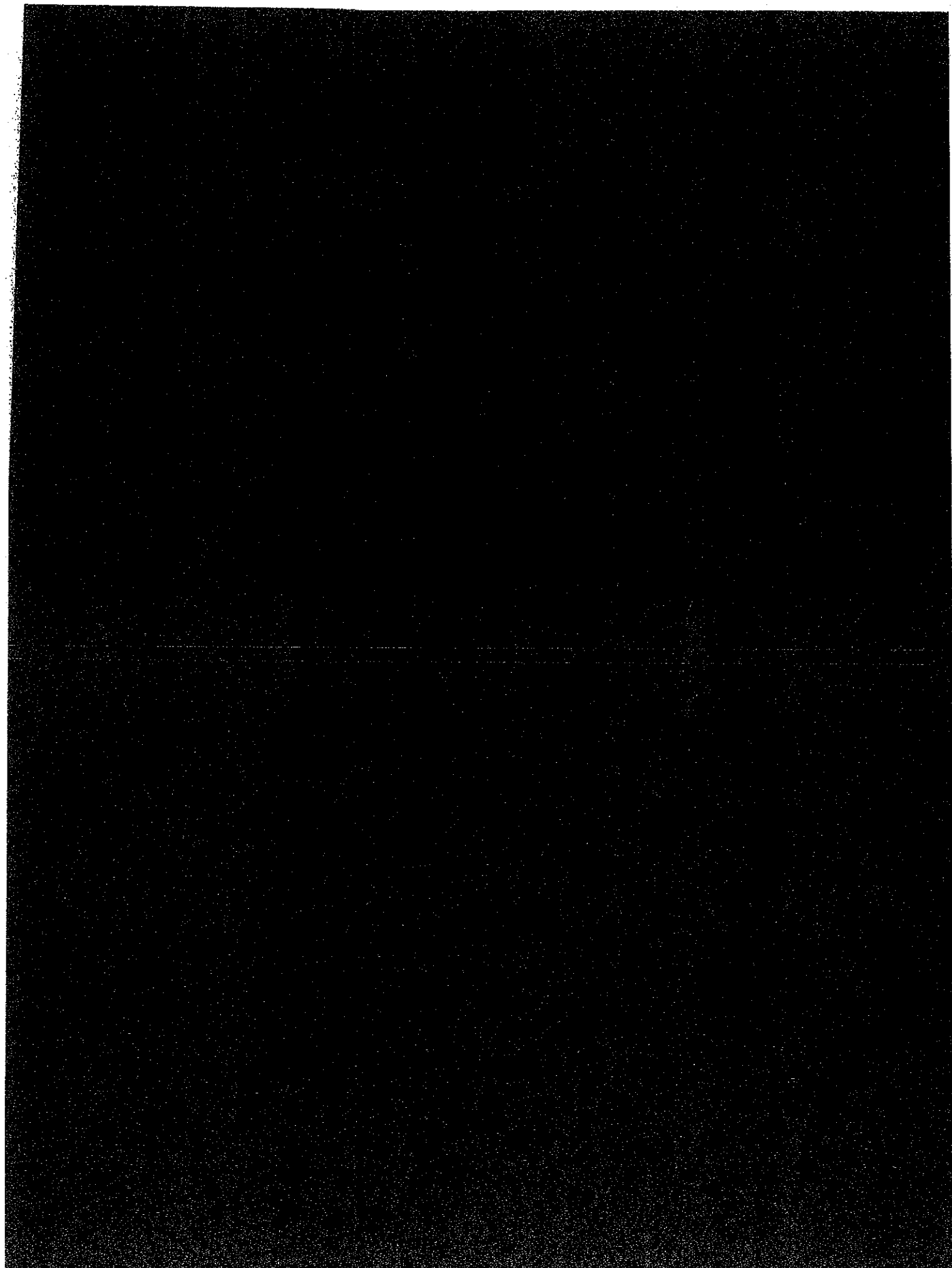
EXHIBIT "C"

ENHANCED MINIMUM WAGE PROVISIONS

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

July 2016





RESIGNATION: PART TIME POLICE OFFICER

THE BOARD IS IN RECEIPT OF THE ATTACHED RESIGNATION LETTER DATED NOVEMBER 6, 2017 FROM OFFICER DEAN KRAKOWIAK AS A PART TIME POLICE OFFICER. OFFICER KRAKOWIAK'S LAST DAY OF EMPLOYMENT WILL BE NOVEMBER 30, 2017. A THANK YOU LETTER WILL BE SENT AFTER HIS RETIREMENT DATE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT THE RESIGNATION OF OFFICER DEAN KRAKOWIAK AS A PART TIME POLICE OFFICER FOR WEST DEER TOWNSHIP EFFECTIVE NOVEMBER 30, 2017 AND WISH HIM THE BEST OF LUCK.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. FLEMING	___	___	___	___

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November 6, 2017

Dean Krakowiak
5118 Hardt Rd.
Gibsonia, Pa 15044

Police Chief Jon Lape
109 East Union Rd.
Cheswick, Pa 15024

Dear Chief Lape and Supervisors,

I would like to thank you for the opportunity to work as a part-time Police Officer for West Deer Township. I have learned and gained so much experience with this department. I have gained many memories with the department and community. However, I am writing this letter to inform you I am resigning from my position. My last shift will be Thursday, November 30, 2017 11PM-7AM shift.

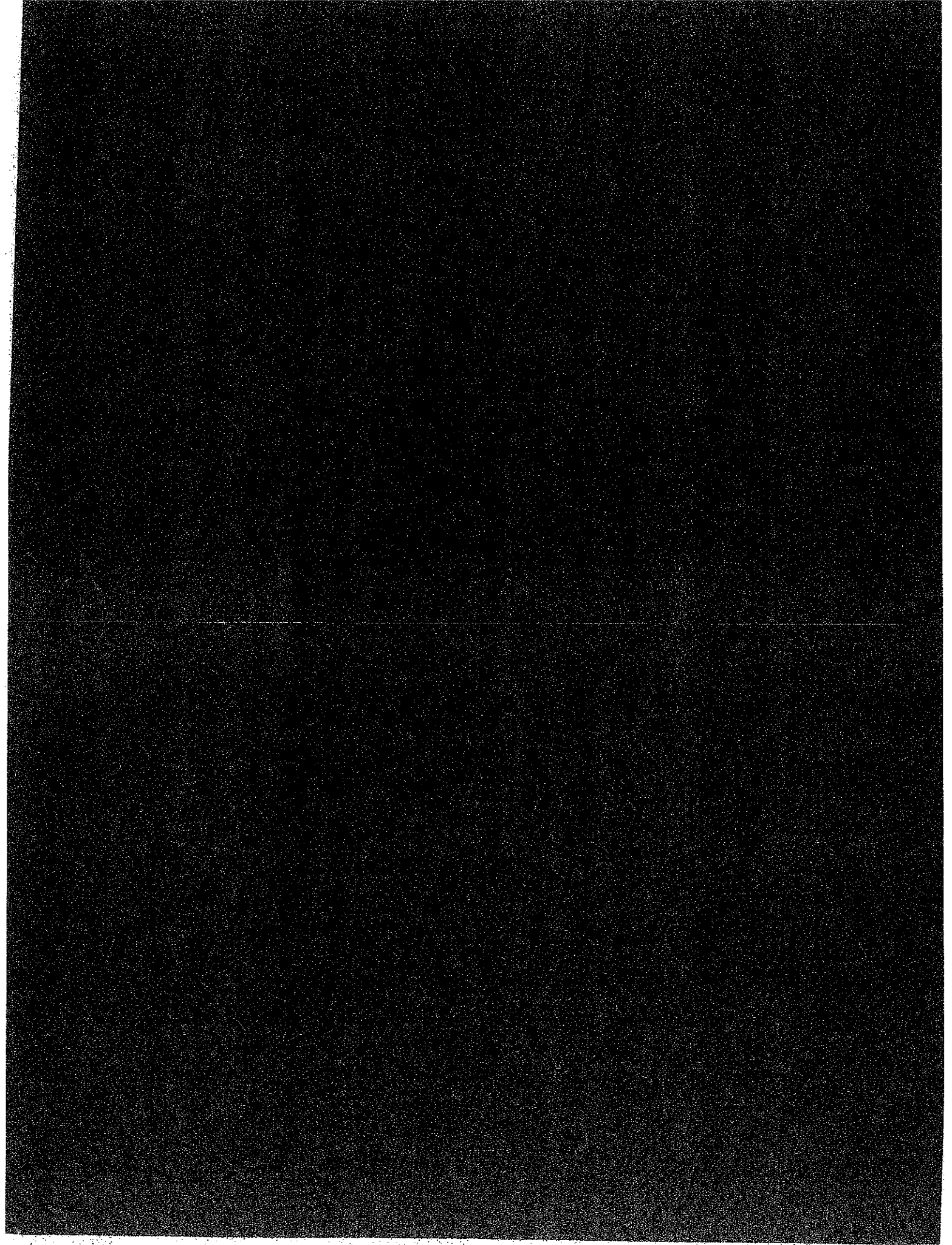
This decision was hard for me to make. I have been with the West Deer Township Police department since I started my career in 2008. I am fortunate enough to have been given the opportunity to work in this department which taught me and helped me mature as a Police Officer and as a person. At this time I feel that it is best for me to move on to be able to better provide for my family.

I feel that this time period will allow enough time to find a replacement if needed. Also for me to finalize cases that are still currently pending. Again I would like to thank you for your support, your friendship, and your leadership over these past (9) nine years and (5) months. I wish you all and the residents of West Deer Township the best.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. R. Krakowiak', with a stylized flourish at the end.

Dean Krakowiak



COMMITTEE REPORTS

Engineering & Public Works Committee

Chairman – Mr. Florentine

Financial, Legal & Human Resources Committee

Chairman – Dr. DiSanti

EMS Oversight Committee

Chairman – Mr. Vaerewyck

North Hills COG Report:

Mr. Guerre

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OLD BUSINESS

NEW BUSINESS

22

**SET AGENDA / Regular Business Meeting
December 20, 2017**

6:00 p.m. – Executive Session

6:30 p.m. – 2018 Budget/Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session Held
5. Registered Comments from the Public
6. Comments from the Public
7. 2018 Final Budget
 - Resolution: Adoption of 2018 Budget
8. Accept Minutes
9. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities and Payroll
 - D. Tax Refunds
10. Police Chief's Report
11. Building Inspector/Code Enforcement Officer's Report
12. Report from the Parks & Recreation Board
13. Engineer's Report
14. Adoption: Ordinance No. 419 Charter Commission
15. Adoption: Resolution No. 2017-13 (Secretarial Union Agreement)
16. Adoption: Resolution No. 2017-14 (Police Union Agreement)
17. Hire: Public Works Laborer
18. Committee Reports
19. Old Business
20. New Business
21. Set Agenda: Reorganization Meeting/January 2, 2018
22. Comments from the Public
23. Adjournment

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COMMENTS FROM THE PUBLIC

THE BOARD WILL HEAR COMMENT ON AGENDA AND PUBLIC-RELATED ITEMS AT THIS TIME. PLEASE APPROACH THE MICROPHONE, CLEARLY STATE YOUR NAME AND ADDRESS, AND LIMIT YOUR COMMENTS TO FIVE (5) MINUTES.

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ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

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