



**BOARD OF
SUPERVISORS
MEETING**

August 17, 2022

6:30pm: Public Hearing – JK Motor Cars LLC

**7:00pm: Public Hearing – Demolition of 17-19 School St. & 1130-1132
Eisenhower Dr.**

Regular Business Meeting to Follow

Members present:

Mr. Frey	_____
Mrs. Hollibaugh	_____
Dr. Mann	_____
Mr. Smullin	_____
Mrs. Jordan	_____

West Deer Township Board of Supervisors
August 17, 2022

6:30pm: Public Hearing – JK Motor Cars LLC

7:00pm: Public Hearing – Demolition of 17-19 School St. and 1130-1132 Eisenhower Drive
Regular Business Meeting to Follow

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session
5. Comments from the Public
6. Presentation: HHSDR Architects (New Municipal Building Design)
7. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
9. Police Chief's Report
10. Public Works Foreman's Report
11. Engineer's Report
12. Planning and Community Development Director Report
13. West Deer #1 VFC Report
14. West Deer #2 VFC Report
15. West Deer #3 VFC Report
16. West Deer EMS Report
17. Acceptance: 2023 Minimum Municipal Obligations (MMOs)
18. Acceptance: Code Enforcement/Building Inspection
19. Acceptance: Resignation of Supervisor Jennifer Mann
20. Adoption: Resolution No. 2022-13 Sewage Facilities Planning Module (Rose Ridge)
21. Adoption: Resolution No. 2022-14 Richland Water Agreement (Bakerstown-Culmerville Rd)
22. Approval: PCS Building Inspection Agreement
23. Approval: Toshiba Copier Agreement
24. Authorization: Advertisement of Ordinance No. XXX (Property Maintenance Ordinance)
25. Authorization: Hiring of Temporary Code Enforcement Officer
26. Award: 2022 Guiderail Program
27. Discussion: Charter Revisions
28. Discussion: Draft Zoning Ordinance
29. Old Business
30. New Business
31. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive session

- Mr. Robb

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.

PRESENTATION: HHS DR ARCHITECTS (NEW MUNICIPAL BUILDING DESIGN)

MR. FRANZ...

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE JULY 20, 2022 REGULAR BUSINESS MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE JULY 20, 2022 REGULAR BUSINESS MEETING.

	MOTION	SECOND	AYES	NAYES
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. JORDAN	___	___	___	___

West Deer Township
Board of Supervisors
20 July 2022
6:30 p.m.

The West Deer Township Board of Supervisors held their Regular Meeting at the West Deer Township Municipal Building. Members present were: Beverly Jordan, Chairperson; Shirley Hollibaugh, Vice Chairperson; Vernon Frey; Jennifer Mann; and James Smullin. Also present were: Daniel Mator, Township Manager and Gavin Robb, Township Solicitor.

OPEN REGULAR BUSINESS MEETING

Chairperson Jordan opened the meeting and welcomed everyone to the meeting.

Pledge of Allegiance

Roll Call taken by Mr. Mator – Quorum present

COMMENTS FROM THE PUBLIC

Joe Wisnieski of Deer Creek Road

- Mr. Wisnieski thanked Chief Loper for the extra police presence on Deer Creek Road. He reported it had decreased the amount of speeders. Mr. Wisnieski reiterated his concern of the 45 mph speed limit on Deer Creek Road.

Mr. Mator responded that the Township had made numerous requests to the Commonwealth to adjust the speed limit of Deer Creek Road – including a “ride along” with the Township’s former State Senator – but that PennDOT refused the requests.

Mr. Wisnieski reported seeing tractor trailers driving on Middle Road Ext. Mr. Mator acknowledged this matter, and explained that many times truck drivers will not use commercial GPS and will instead use consumer GPS devices. He stated that this then leads the drivers on routes not designed for commercial vehicles.

ACCEPT MINUTES

MOTION BY Supervisor Mann and SECONDED BY Supervisor Hollibaugh to accept the minutes of the 15 June 2022 regular business meeting as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORTTOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT30 June 2022**I - GENERAL FUND:**

	<u>June</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	460,776.72	5,603,818.91	62.15%
Expenditures	885,036.13	4,241,285.67	47.04%

Cash and Cash Equivalents:

Sweep Account

0.00

1,564,607.89**II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Restricted

96,229.36

Fire Tax Fund:

Restricted

68,726.58

State/Liquid Fuels Fund:

Restricted

194,582.06

359,538.00**Investments:****Operating Reserve Fund:**

Reserved

776,391.44

Capital Reserve Fund:

Reserved

963,000.78

1,739,392.22**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**

0.00

0.00**TOTAL CASH BALANCE 6/30/22**3,663,538.11

Interest Earned June 2022

154.50

	<u>6/1/2022</u>	<u>May</u>	<u>6/30/2022</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	\$85,623.62	\$2,607.94	\$83,275.20
NexTier Bank VFC #2	\$383,579.78	\$2,680.96	\$382,101.37

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

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

MOTION BY Supervisor Mann and SECONDED BY Supervisor Smullin to approve the Finance Officer’s Report as submitted. Motion carried unanimously 5-0.

JUNE LIST OF BILLS

Amerikohl Aggregates Inc	2027.25
Amerikohl Transport Inc.	1621.80
Bearcom	292.47
Best Wholesale Tire Co. Inc.....	881.38
Hei-Way LLC.....	174.44
Jordan Tax Service, Inc.....	1233.81
Kress Tire	2012.56
Mark C. Turnley.....	3350.00
Northeast Paving	3224.60
Office Depot.....	261.44
Shoup Engineering Inc.....	24550.50
Toshiba Financial Services.....	498.76
Tristani Brothers Inc.....	475.00
Tucker/Arensberg Attorneys.	5204.07

MOTION BY Supervisor Mann and SECONDED BY Supervisor Hollibaugh 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.

POLICE CHIEF’S REPORT

Chief Bob Loper was present and provided a summary report of Police Department activities for the month of June 2022. A copy of the report is on file at the Township Building.

PUBLIC WORKS FOREMAN’S REPORT

Mr. Kevin Olar provided a summary report on the Public Works Department for the month of June 2022. A copy of the report is on file at the Township Building.

ENGINEER’S REPORT

The Board received the Engineer’s Report submitted by Shoup Engineering, Inc.

Projects

- 2022 Road Improvement Project
 - All hot mix and cold mix asphalt paving work has been completed by contractors A. Liberoni, Inc. and Youngblood Paving, Inc. Backfilling of road edges by Youngblood Paving, Inc is ongoing.

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

- None

MUNICIPAL SEPARATE STORM SEWER (MS4) ANNUAL REPORT

Mr. Shoup discussed the MS4 Permit that the Township has and the obligations that the Township has under the permit. He explained the six minimum control measures that are required to be met, and how they are being addressed.

Mr. Shoup also reviewed the status of the implementation of the Pollution Reduction Plan, and the stream restoration projects associated with the plan.

PLANNING & ZONING COMMUNITY DEVELOPMENT DIRECTOR REPORT

Mr. Harmit Bedi was present and provided a summary report on Code Enforcement and Zoning for the month of June 2022. A copy of the report is on file at the Township Building.

PARKS & RECREATION BOARD REPORT

The Board received the Parks & Recreation Board Report for the month of June 2022. A copy of the reports is on file at the Township Building.

WEST DEER #1 VFC REPORT

The Board received the West Deer #1 VFC's Report for the month of June 2022. A copy of the report is on file at the Township Building.

WEST DEER #2 VFC REPORT

The Board received the West Deer #2 VFC's Report for the month of June 2022. A copy of the report is on file at the Township Building.

WEST DEER #3 VFC REPORT

The Board received the West Deer #3 VFC's Report for the month of June 2022. A copy of the report is on file at the Township Building.

WEST DEER EMS REPORT

The Board received the West Deer EMS Report for the month of June 2022. A copy of the report is on file at the Township Building.

ADOPTION: ORDINANCE NO. 447 (ADOPTION OF CANTER LANE)

ORDINANCE NO. 447

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE FOLLOWING STREET: CANTER LANE; AND AMENDING ORDINANCE NO. 427 TO INCLUDE THE SAME.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to adopt Ordinance No. 447 accepting the following street; Canter Lane, and authorizing the appropriate Township Official to sign the Deed of Dedication. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2022-12 (COMMUNITY BPID AUTHORITY)

RESOLUTION NO. 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS AND TOWNSHIP MANAGER TO SIGN AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA AUTHORIZING ELECTRONIC ACCESS TO PENNDOT SYSTEMS.

Mr. Mator explained the State requested the Township to access PennDOT electronically and this Resolution authorizes the Township to do so.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Mann to adopt Resolution 2022-12 authorizing and directing the Chairperson of the Board of Supervisors and Township Manager to sign an agreement with the Commonwealth of Pennsylvania authorizing electronic access to PennDOT systems. Motion carried unanimously 5-0.

APPROVAL: ALLEGHENY COUNTY WINTER MAINTENANCE AGREEMENT (2022-2025)

The County Winter Maintenance Agreement is for the 2022-2023, 2023-2024, and 2024-2025 winter seasons.

Mr. Mator pointed out that the County reimbursement never covers the Township’s actual expenditures. He explained that past Boards have still approved this agreement so that the roads are clear and safe for residents in a timely manner. He added that the Township Public Works crew has to drive the County roads to access the Township roads anyhow, so it makes sense to agree to clear snow and ice.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to accept the County Winter Maintenance Agreement as presented. Motion carried unanimously 5-0.

APPROVAL/DENIAL: CONDITIONAL USE APPLICATION (TRADITIONS OF AMERICA)

Motion to adopt findings and decision approving the application for final approval of the Rose Ridge Planned residential Development.

- Applicant: TOA Rose Ridge, L.P.
- Location: Gibsonia Road
Allison Park, PA
- Zoning District: R-2 Semi-Suburban Residential
- Request: To construct 234 single family detached homes and 12 single family attached homes on 176.49 acres located on Gibsonia Road (Block and Lot Nos. 1216-E-281 and 1215-R-121)

The applicant is requesting approval of its application for final approval of the Rose Ridge Planned Residential Development.

Mr. Robb explained there was a Public Hearing for a modification to the requested Residential Development Plan and this motion is to approve the Plan as amended.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to adopt the findings and decision approving the application for final approval of the Rose Ridge Planned Residential Development. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. XXX (WIRELESS COMMUNICATIONS FACILITIES)

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, PROVIDING FOR THE AMENDMENT OF THE WEST DEER ZONING ORDINANCE, AS CODIFIED IN PART II CHAPTER 210, ARTICLE XVIII, § 210-78, ET SEQ., "WIRELESS COMMUNICATIONS FACILITIES" OF THE ZONING ORDINANCE; PROVIDING FOR PURPOSES FOR PURPOSES AND FINDINGS OF FACT RELATED TO THE ADOPTION OF THE AMENDMENT; PROVIDING FOR DEFINITIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATION FACILITIES, AND SMALL WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FURTHER FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ENFORCEMENT OF SAID REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Robb reported that his office did not prepare this Ordinance so he will review the verbiage prior to the Public Hearing.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Hollibaugh to authorize the advertisement of Ordinance NO. XXX amending the West Deer Zoning Ordinance regarding Wireless Communications Facilities, & scheduling a Public Hearing on 21 September 2022 at 6:30pm for the same. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT OF A PUBLIC HEARING FOR A USED CAR DEALERSHIP (JK MOTOR CARS, LLC)

Applicant:	JK Motor Cars, LLC
Location:	11 Oak Road, Gibsonia, PA 1.411 Acres
Zoning District:	SU-Special use
Request:	To operate a used car/auto dealership

The applicant is requesting a conditional use in a Special use Development (SU) Zoning District.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to authorize the advertisement of the Conditional Use Public Hearing for the Used Car/Auto Dealership request for a Special Use Development scheduled 17 August 2022 at 6:30pm. Motion carried unanimously 5-0.

AUTHORIZATION: DEER LAKES SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding between the West Deer Township Police Department and the Deer Lakes School District from June 2022 through June 2024.

The School Board had it on their agenda for approval at their June 2022 meeting.

Dr. Mann expressed very strong feelings about taxpayers having to pay school taxes to pay for their Police surveillance in the schools when the Township taxes also pay the salaries of the Police Department. She stated she felt this was “hitting the taxpayers twice,” and that she would be abstaining.

Mr. Mator asked Dr. Mann to clarify that she was abstaining because she was a teacher within the school district. Dr. Mann confirmed.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to authorize the signing of the Memorandum of Understanding between the West Deer Township Police Department and the Deer Lakes School District as presented. Motion carried: 4-yes, 0-no, 1-abstention.

AUTHORIZATION: HIRING OF PART-TIME POLICE OFFICER

The Board received a memorandum from Chief Loper recommending the hiring of Alexander Cherevka for the position of Part-Time Police Officer.

A satisfactory background check was performed on the applicant.

Chief Loper brought up that the Board was aware the Police Department was still in need of employees. He briefly commented on Officer Cherevka’s background.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to hire Alexander Cherevka as a Part-Time Police Officer of West Deer Township, contingent upon the completion of all the necessary steps to obtain certification from the PA Municipal Officers Training Commission. Motion carried unanimously 5-0.

Officer Cherevka stated he looked forward to working for the Township.

AWARD: EMS AIR CONDITIONER

The West Deer EMS forwarded the attached proposal from Shipeck Heating & Cooling to remove their failing air conditions, and to replace it with a new one.

Mr. Mator reported Chief Humes contacted him because the air conditioner was not working properly at the EMS Building. He reported the Chief Humes reached out to multiple vendors for quotes, but only received one from Shipeck Heating and Cooling. Mr. Mator expressed that he felt their quote was in-line with current rates, and had no issues with an approval based off of past experiences with Shipeck Heating and Cooling.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Smullin to award the bid to remove and replace the existing air conditioner at the West Deer EMS Building to Shipeck Heating and colling in the amount of \$3,900.00. Motion carried unanimously 5-0.

OLD BUSINESS

- Mrs. Jordan reported speaking to Mrs. Maudhuit, and she was still looking into dates to hold a dedication for former Supervisor Shawn Maudhuit. She thanked Mr. Shook for researching the plaque options and asked the timeframe to have a plaque prepared.

Mr. Shook responded it was estimated to take three weeks.

More discussion was held.

- Dr. Mann brought up a resident having many Township historical photos and was willing to give copies to the Township. She requested a timeframe of when these photos would be needed.

Mr. Shook responded that currently the Township was in the process of creating a new website, and he became aware that the Township does not have many photos to put on the website.

Dr. Mann suggested that – since the resident has so many photos – the resident send different pictures each month.

More discussion was held.

- Mrs. Jordan reported that Mr. Frey, Mr. Mator, and herself held a Public Safety Meeting since the last Supervisor Meeting with the safety personnel. She commented there was nothing to report because everyone was still digesting the information discussed.

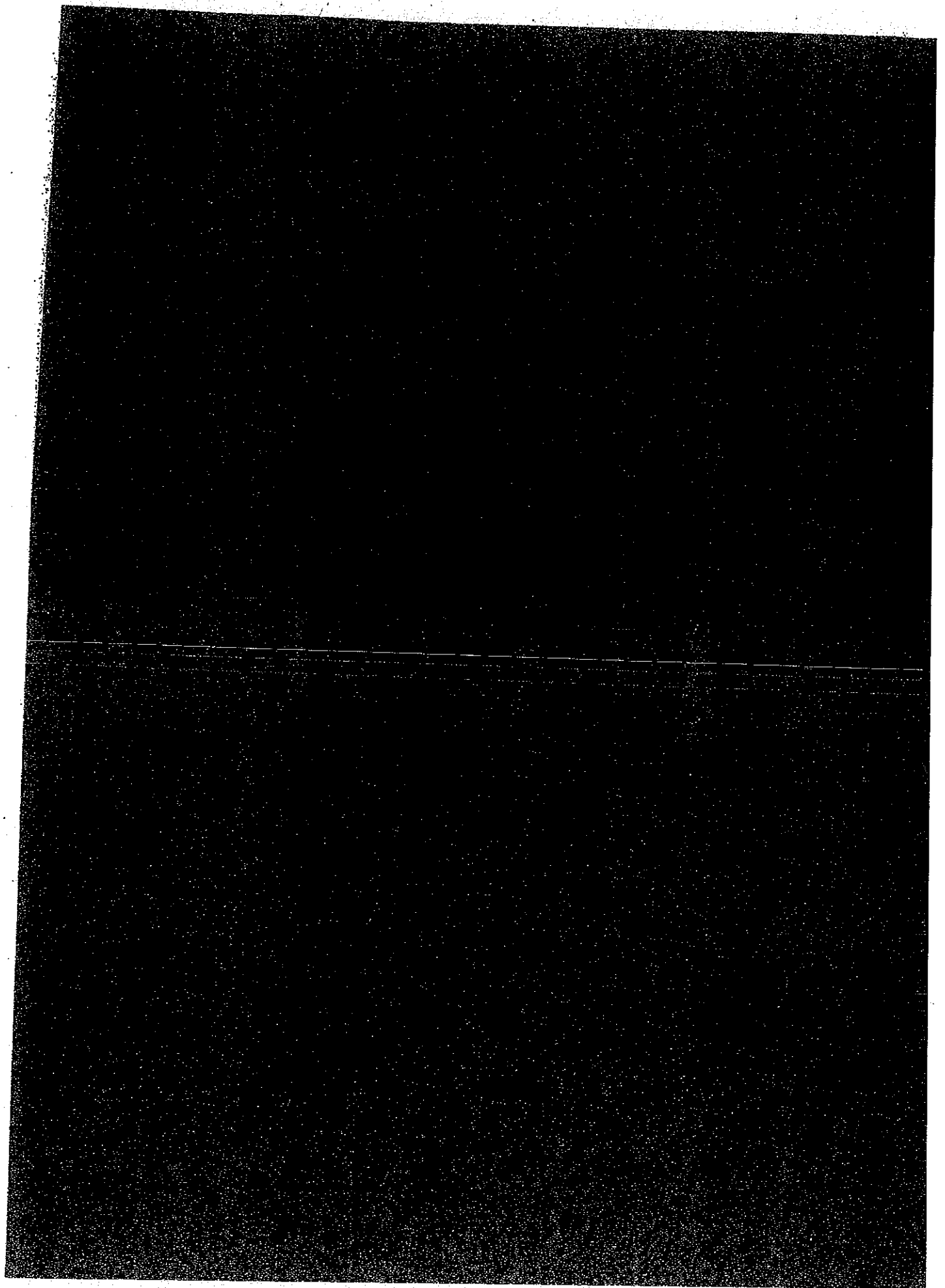
NEW BUSINESS

- Mrs. Jordan announced another Executive Session for personnel issues immediately following the meeting.

ADJOURNMENT

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to adjourn the meeting at 7:45 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager



MONTHLY FINANCIAL REPORT

A) **FINANCE OFFICER'S REPORT**

ATTACHED IS THE FINANCE OFFICER'S REPORT.

ARE THERE ANY QUESTIONS ON THE MONTHLY FINANCIAL REPORT?

WHAT ACTION DOES THE BOARD WISH TO TAKE?

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

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. JORDAN	___	___	___	___

FINANCE OFFICER'S REPORT

July 31, 2022

I - GENERAL FUND:

	<u>July</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	313,291.83	5,917,110.74	65.63%
Expenditures	417,281.10	4,658,566.97	51.67%

Cash and Cash Equivalents:

Sweep Account

1,503,863.36

1,503,863.36

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

94,980.05

Fire Tax Fund:

Restricted

62,895.29

State/Liquid Fuels Fund:

Restricted

194,789.08

352,664.42

Investments:

Operating Reserve Fund:

Reserved

776,397.61

Capital Reserve Fund:

Reserved

963,009.84

1,739,407.45

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 7/31/22

3,595,935.23

Interest Earned July 2022

230.98

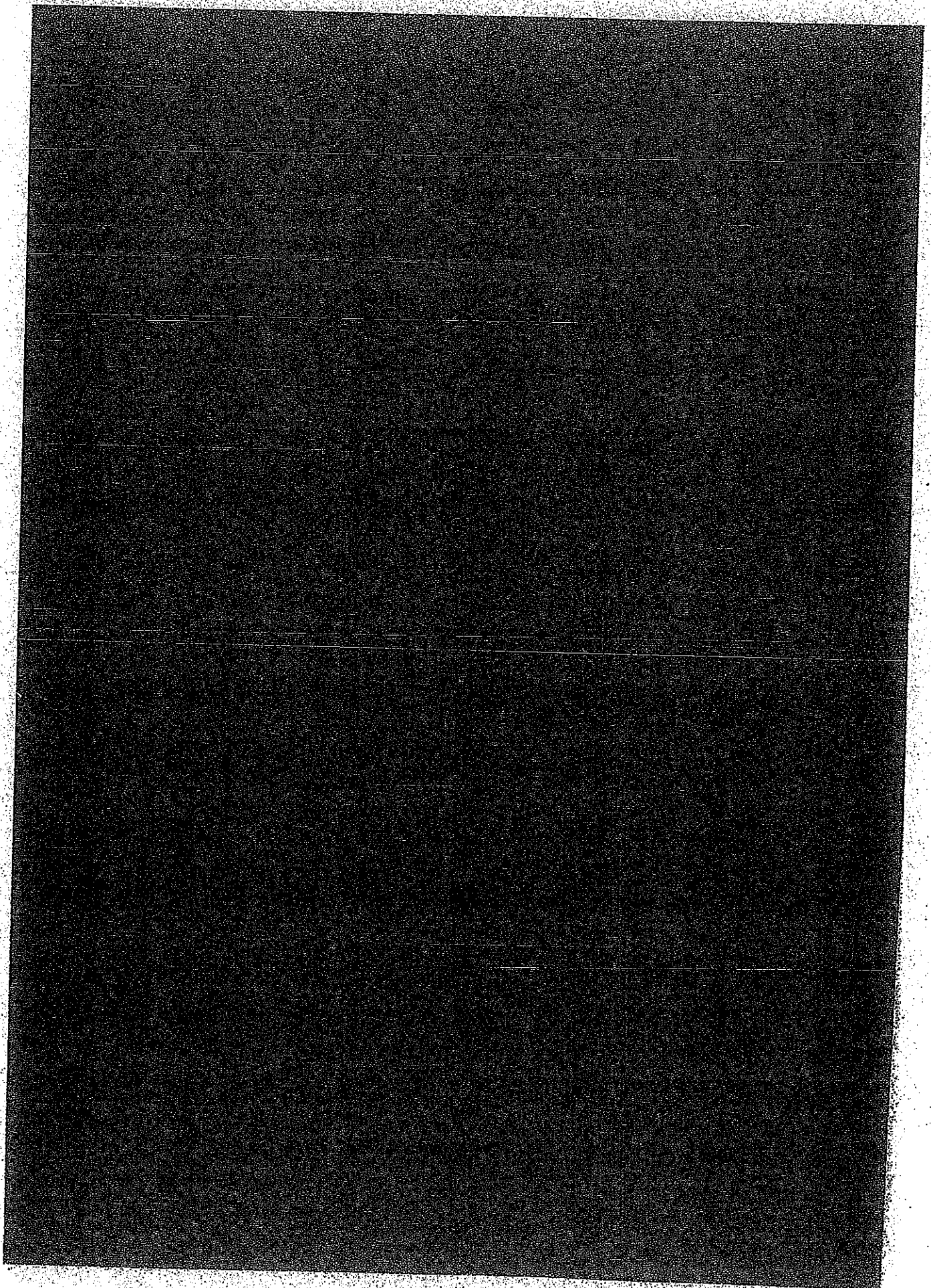
	<u>7/1/2022</u>	<u>July</u>	<u>7/31/2022</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	83,240.21	\$ 2,607.94	80,856.80
NexTier Bank VFC #2	382,136.54	\$ 2,680.96	380,693.30

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

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

INTEREST EARNED - 2022

	<u>JULY</u>	<u>YTD</u>
GENERAL FUND	\$8.23	\$69.27
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.50	\$2.83
OPERATING RESERVE	\$6.17	\$45.27
STATE FUND	\$207.02	\$445.57
CAPITAL RESERVE	<u>\$9.06</u>	<u>\$1,045.66</u>
TOTAL INTEREST EARNED	<u><u>\$230.98</u></u>	<u><u>\$1,116.12</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
DR. MANN	—	—	—	—
MR. SMULLIN	—	—	—	—
MR. FREY	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—

By Name
Cutoff as of: 12/31/9999

Due Dates: 08/15/2022 thru 08/15/2022

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: AMERIKOHL AGGREGATES INC		2694.75				2694.75		
Name: AMERIKOHL TRANSPORT INC		2155.80				2155.80		
Name: BEARCOM		292.47				292.47		
Name: BEST WHOLESALE TIRE CO, INC		86.98				86.98		
Name: HEI-WAY, LLC		187.44				187.44		
Name: JORDAN TAX SERVICE, INC.		2139.71				2139.71		
Name: KRESS TIRE		1380.40				1380.40		
Name: NORTHEAST PAVING		4198.59				4198.59		
Name: OFFICE DEPOT		435.43				435.43		
Name: SHOUP ENGINEERING INC.		7768.25				7768.25		
Name: STEPHENSON EQUIPMENT, INC.		725.09				725.09		
Name: TOSHIBA FINANCIAL SERVICES		522.32				522.32		
Name: TUCKER/ARENSBERG ATTORNEYS		4646.00				4646.00		
FINAL TOTALS:		27233.23				27233.23		

WEST DEER TOWNSHIP ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:28 pm
Date: 08/09/2022
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 08/15/2022 thru 08/15/2022

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00337 AMERIKOHL AGGREGATES Road: Limestone	430.611 0722	1321.05 08/15/2022	07/18/2022	07/19/2022		1321.05		N
00337 AMERIKOHL AGGREGATES Road: Limestone	430.611 0722	1373.70 08/15/2022	07/18/2022	07/19/2022		1373.70		N
Name: AMERIKOHL AGGREGATES INC								
00338 AMERIKOHL TRANSPORT Road: Delivery of Limestone	430.611 0722	1056.84 08/15/2022	07/18/2022	07/19/2022		1056.84		N
00338 AMERIKOHL TRANSPORT Road: Delivery of Limestone	430.611 0722	1098.96 08/15/2022	07/18/2022	07/19/2022		1098.96		N
Name: AMERIKOHL TRANSPORT INC								
00674 BEARCOM Road: Radio Equip Maint	430.327 0822	57.47 08/15/2022	5414504 08/01/2022	08/02/2022		57.47		N
00674 BEARCOM POL:Radio Equip Maint	410.328 0822	235.00 08/15/2022	5415445 08/02/2022	08/03/2022		235.00		N
Name: BEARCOM								
00553 BEST WHOLESALE TIRE Police: Car #32-Rotation/oil	410.374 c0722	86.98 08/15/2022	23156 07/07/2022	08/08/2022		86.98		N
Name: BEST WHOLESALE TIRE CO, INC								
00005 HEI-WAY, LLC Road: Cold Patch	430.372 0722	187.44 08/15/2022	10328963 07/28/2022	08/01/2022		187.44		N
Name: HEI-WAY, LLC								
00106 JORDAN TAX SERVICE, Certifying for 12 Trens	403.140 0722	840.00 08/15/2022	7-22-149 07/27/2022	07/28/2022		840.00		N
00106 JORDAN TAX SERVICE, Delinquent R E Tax Commission	403.140 0722	1299.71 08/15/2022	7-C-#111 07/20/2022	07/22/2022		1299.71		N
Name: JORDAN TAX SERVICE, INC.								
00362 KRESS TIRE Police: CAR #35 TIRES	410.374 0722	700.00 08/15/2022	10337-36 07/06/2022	08/08/2022		700.00		N
00362 KRESS TIRE Park tire/disposal	454.374 0722	53.00 08/15/2022	10339-28 07/12/2022	07/12/2022		53.00		N

By Name
Cutoff as of: 12/31/9999

Due Dates: 08/15/2022 thru 08/15/2022

Vendor Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00362 KRESS TIRE Police: CAR #38 TIRES	410.374 0722	10345-43 07/14/2022	627.40	08/15/2022	08/08/2022		627.40	N	
Name: KRESS TIRE									
00207 NORTHEAST PAVING Road: Asphalt	430.372 0722	68003211-627022 07/12/2022	628.43	08/15/2022	07/18/2022		628.43	N	
00207 NORTHEAST PAVING Road: Asphalt	430.372 0722	68003261-627022 07/13/2022	1865.09	08/15/2022	07/18/2022		1865.09	N	
00207 NORTHEAST PAVING Road: Asphalt	430.372 0722	68003305-627022 07/14/2022	622.99	08/15/2022	07/18/2022		622.99	N	
00207 NORTHEAST PAVING Road: Asphalt	430.372 0722	68003368-627 07/15/2022	1082.08	08/15/2022	07/20/2022		1082.08	N	
Name: NORTHEAST PAVING									
00657 OFFICE DEPOT Police: Office supplies	410.210 0722	252689274001 07/14/2022	38.31	08/15/2022	08/03/2022		38.31	N	
00657 OFFICE DEPOT Police: Office supplies	410.210 0722	252691184001 07/13/2022	19.96	08/15/2022	08/03/2022		19.96	N	
00657 OFFICE DEPOT Office Supplies	406.210 0722	257112984001 07/29/2022	194.20	08/15/2022	08/09/2022		194.20	N	
00657 OFFICE DEPOT Office Supplies	406.210 0722	257135736001 07/29/2022	18.29	08/15/2022	08/09/2022		18.29	N	
00657 OFFICE DEPOT Cleaning Supplies	409.226 0722	257135736001 07/29/2022	50.53	08/15/2022	08/09/2022		50.53	N	
00657 OFFICE DEPOT Office Supplies	406.210 0722	257135736001 07/29/2022	105.68	08/15/2022	08/09/2022		105.68	N	
00657 OFFICE DEPOT Office Supplies	406.210 0722	257135742001 07/29/2022	8.46	08/15/2022	08/09/2022		8.46	N	
Name: OFFICE DEPOT									
00830 SHOUP ENGINEERING IN Eng:Center Lane-svc 62-7/22/220722	408.313 0722	22-200 07/22/2022	154.50	08/15/2022	07/25/2022		154.50	N	
00830 SHOUP ENGINEERING IN Eng:Bairdford Pavilion-2/25-6/0722	408.313 0722	22-206 07/27/2022	1535.50	08/15/2022	07/29/2022		1535.50	N	

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 2:28 pm
Date: 08/09/2022
Page: 3

By Name
Cutoff as of: 12/31/9999

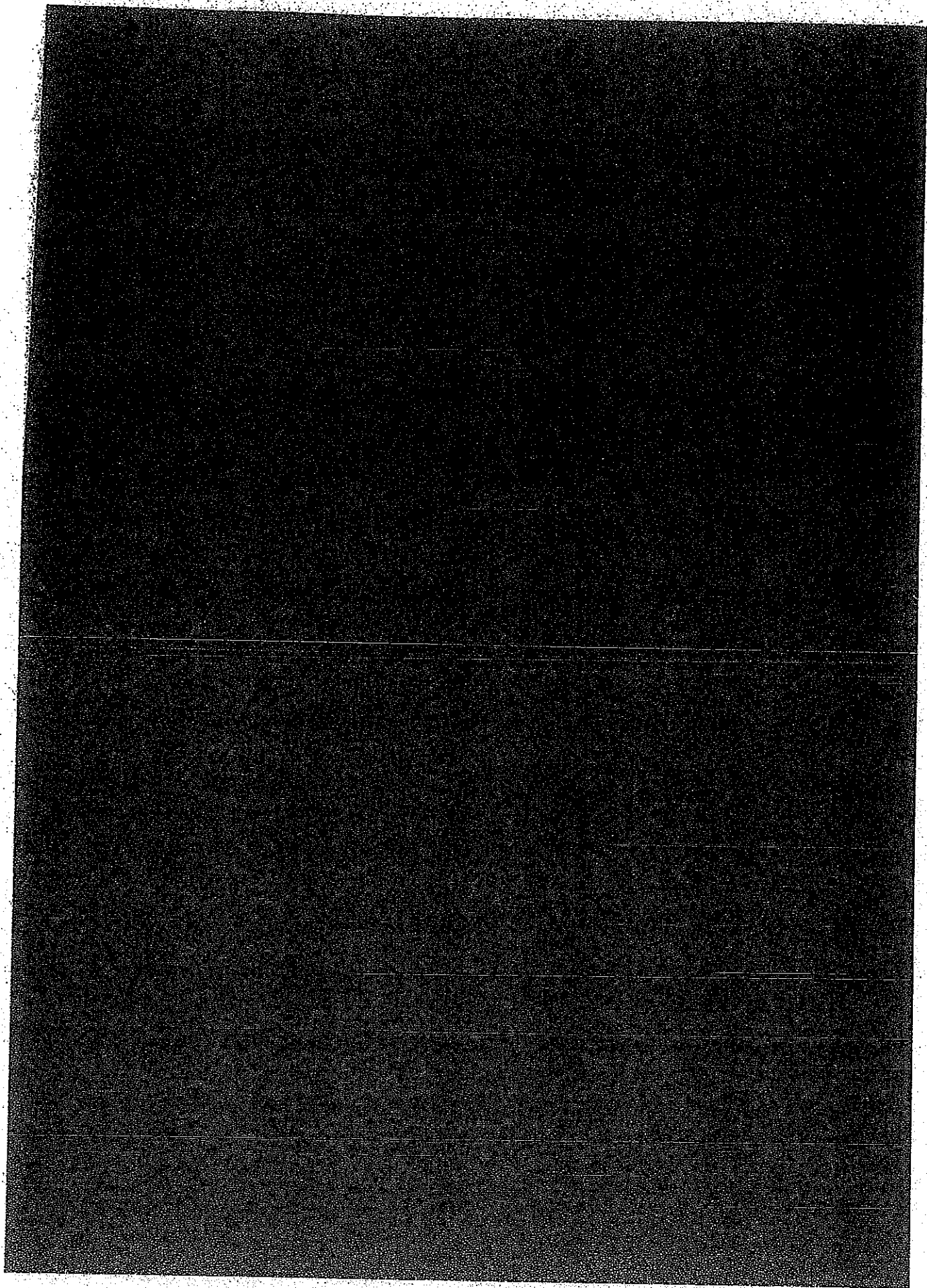
Due Dates: 08/15/2022 thru 08/15/2022

Vendor Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00830 SHOUP ENGINEERING IN 408.317 Eng:MS4 Streambank-11/23/21-6/0722	408.317	22-208 07/28/2022	4945.25	08/15/2022 07/29/2022			4945.25	N	
00830 SHOUP ENGINEERING IN 408.319 Engineering: Rose Ridge	408.319	22-213 07/31/2022	25.75	08/15/2022 08/01/2022			25.75	N	
00830 SHOUP ENGINEERING IN 408.319 Engineering:Deer Creek Rentals0722	408.319	22-214 07/31/2022	206.00	08/15/2022 08/01/2022			206.00	N	
00830 SHOUP ENGINEERING IN 408.319 Engineering:Knock-Remo Plan #20722	408.319	22-216 07/31/2022	180.25	08/15/2022 08/01/2022			180.25	N	
00830 SHOUP ENGINEERING IN 408.313 Engineering: Miscellaneous 0722	408.313	22-219 07/31/2022	721.00	08/15/2022 08/01/2022			721.00	N	
Name: SHOUP ENGINEERING INC.									
00074 STEPHENSON EQUIPMENT 430.374 Road: Clevis/w spher 0722	430.374	18055837 07/15/2022	199.50	08/15/2022 07/19/2022			199.50	N	
00074 STEPHENSON EQUIPMENT 430.374 Road:Kit/Rebuild-Chain Coupler0722	430.374	18056220 07/26/2022	525.59	08/15/2022 07/27/2022			525.59	N	
Name: STEPHENSON EQUIPMENT, INC.									
00577 TOSHIBA FINANCIAL SE 406.261 Lease & Maintenance of Copiers0722	406.261	5021088905 07/21/2022	277.38	08/15/2022 07/27/2022			277.38	N	
00577 TOSHIBA FINANCIAL SE 410.261 Lease & Maintenance of Copiers0722	410.261	5021088905 07/21/2022	244.94	08/15/2022 07/27/2022			244.94	N	
Name: TOSHIBA FINANCIAL SERVICES									
00813 TUCKER/ARENSBERG ATT 404.111 Legal Services: Retainer 0722	404.111	637748 07/31/2022	500.00	08/15/2022 08/08/2022			500.00	N	
00813 TUCKER/ARENSBERG ATT 404.111 Legal Services: Olympus Gas we0722	404.111	637749 07/31/2022	31.00	08/15/2022 08/08/2022			31.00	N	
00813 TUCKER/ARENSBERG ATT 404.111 Legal Services: Rose Ridge PRD0722	404.111	637750 07/31/2022	310.00	08/15/2022 08/08/2022			310.00	N	
00813 TUCKER/ARENSBERG ATT 404.111 Legal Services: General 0722	404.111	637751 07/31/2022	3805.00	08/15/2022 08/08/2022			3805.00	N	
Name: TUCKER/ARENSBERG ATTORNEYS									
			4646.00				4646.00		

By Name
Cutoff as of: 12/31/9999

Due Dates: 08/15/2022 thru 08/15/2022

Vendor	Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
FINAL TOTALS:			27233.23				27233.23		



POLICE CHIEF'S REPORT

DUE TO A COMPUTER ISSUE, THE JULY AND AUGUST POLICE REPORTS WILL BE INCLUDED IN THE SEPTEMBER AGENDA.

PUBLIC WORKS FOREMAN'S REPORT

ATTACHED IS THE PUBLIC WORKS FOREMAN'S REPORT.

ARE THERE ARE ANY QUESTIONS REGARDING THE PUBLIC WORKS FOREMAN'S REPORT?

2022
MONTHLY REPORT FOR JULY
PUBLIC WORKS DEPARTMENT

ROADS

- Clean catch basins in Magill and Fawn Haven # 2.
- Install 360' of 6" French drain pipe on Logan Road.
- Install 375' of 12" pipe on Logan Road.
- Demo new CAT skid steer with milling head on McClure, Monier, Annadale, Kaufman and Huntertown Roads.
- Patch areas milled on McClure, Monier, Annadale, Kaufmann and Huntertown with hot asphalt.
- Berm Logan and Monier Roads.
- Cement and mortar catch basin on Church Street.

TRUCKS & EQUIPMENT

- Repair muffler on Hustler.
- Replace solenoid, pulley and fan assembly on Hustler.
- Replace spindle on Boom mower.
- Grease skid steer and excavator.

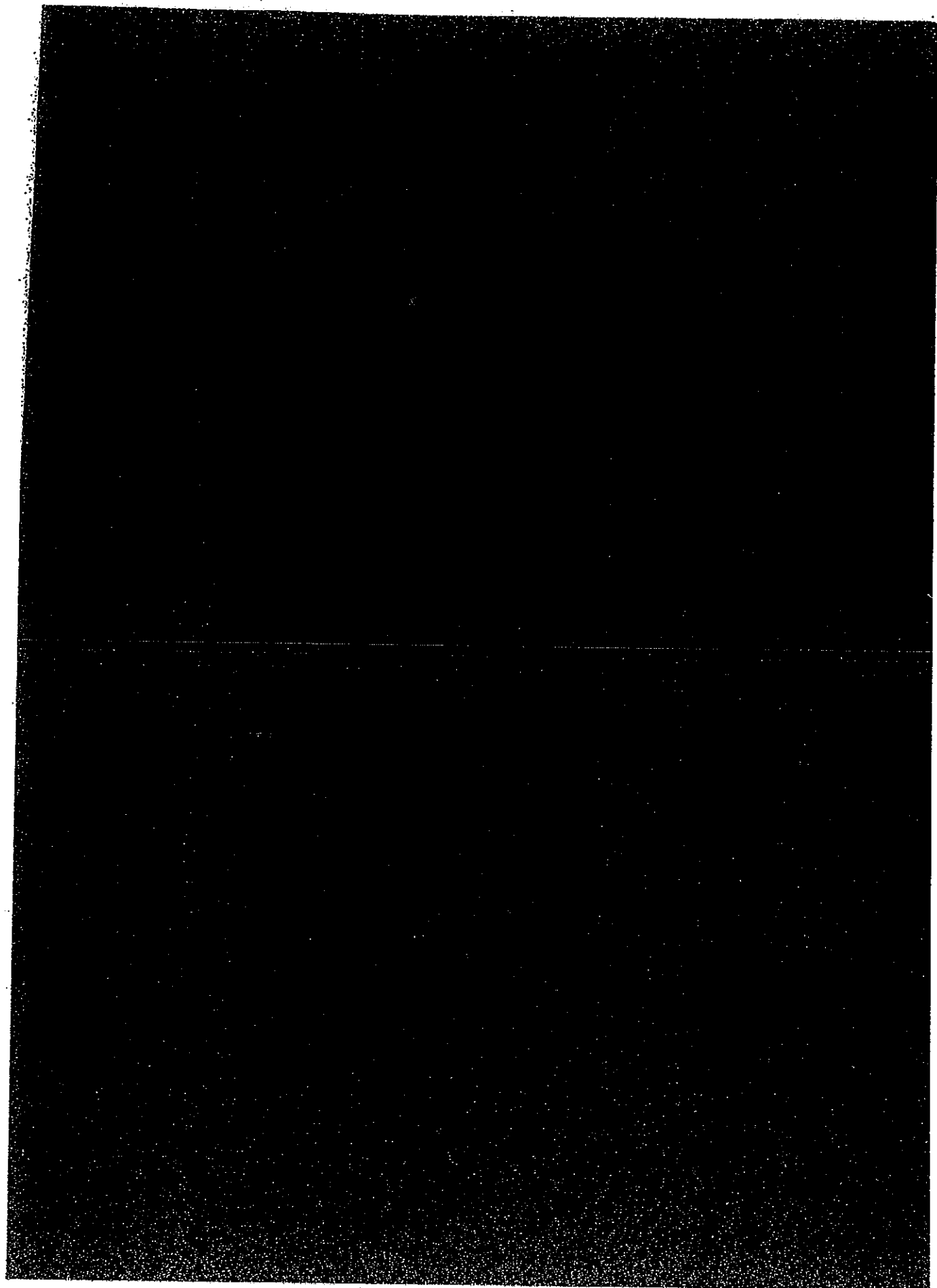
MISCELLANEOUS

- Haul equipment for Movies in the Park.
- Return equipment to Nike Site.
- Set up and tear down from Food Truck Event at Nike Site.
- Clean up after storms.
- Replace stop sign at Benjamin and Snyder Streets.
- Install reduced speed limit signs on Little Deer Creek Valley Road and replace Church Street sign.
- Replace lights at Nike Site.
- Install light for Barb.
- Install new faucets at Bairdford Park.
- Clean up debris on 910 from accident.
- Trim trees on Rickenbaugh per complaint.
- Demo our Vac Trailer for State.
- Replace mailbox.
- Cut grass.
- Mow weeds along various roads.

<u>PA1 Calls</u>	<u>OT</u>
54	12.5 hrs (park)
	<u>9 hrs</u> (storm damage)
	21.50 hrs


Kevin Olar

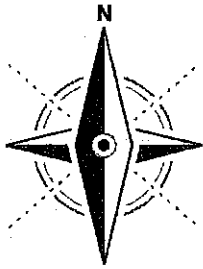
8-4-22
Date



ENGINEER'S REPORT

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

ARE THERE ANY QUESTIONS REGARDING THE ENGINEER'S REPORT?



SHOUP ENGINEERING

FOR OVER 50 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

**JULY 2022 ENGINEER'S REPORT
WEST DEER TOWNSHIP**
Prepared August 9, 2022

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – July 20, 2022

2. DEVELOPMENTS/PROJECTS

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

Projects:

- Municipal Building Project – Based on initial concept planning by HHSDR architects, preparation of a preliminary grading plan and adjustments to the concept plan were performed. As required for future permitting, a review of the site for wetlands was performed which revealed no wetlands exist in the areas to be developed.

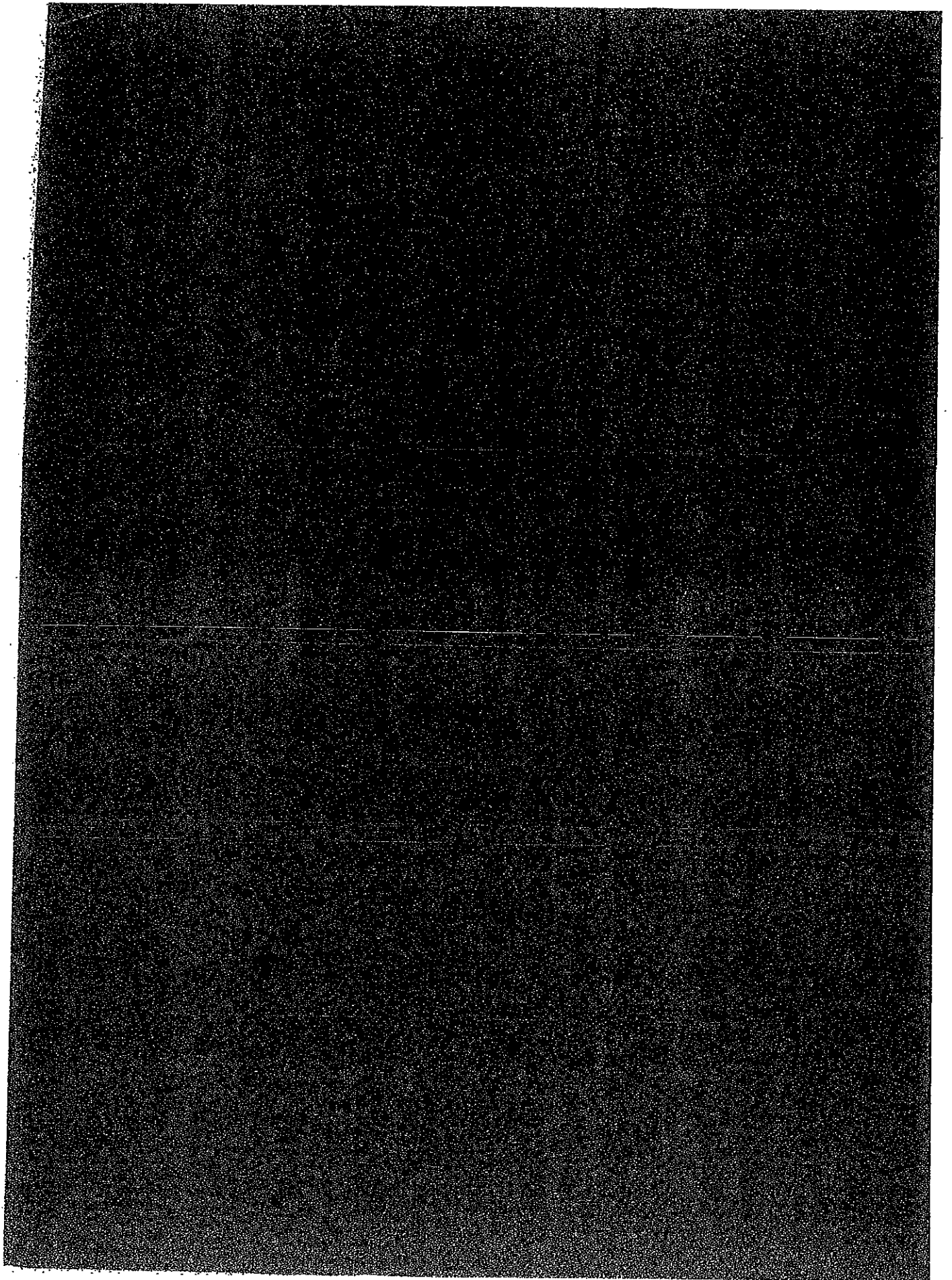
In

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

- Knoch-Remo Plan No. 2 – A review of this lot line revision plan on Blanchard Road was performed and a review letter was issued to the Township on August 4, 2022.
- Deer Creek Rentals Plan – Reviews of this consolidation plan on Deer Creek Road were performed and review letters dated July 20, 2022 and July 21, 2022 were issued to the Township.

Respectfully Submitted,
SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer



**PLANNING & ZONING COMMUNITY DEVELOPMENT DIRECTOR
REPORT**

ATTACHED IS THE PLANNING & ZONING COMMUNITY
DEVELOPMENT DIRECTOR'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?



DEPARTMENT OF CODE ENFORCEMENT AND ZONING

MEMORANDUM

TO: Daniel J. Mator, Township Manager
FROM: Harmit Bedi
DATE: August 17, 2022
RE: Monthly Report – July 2022

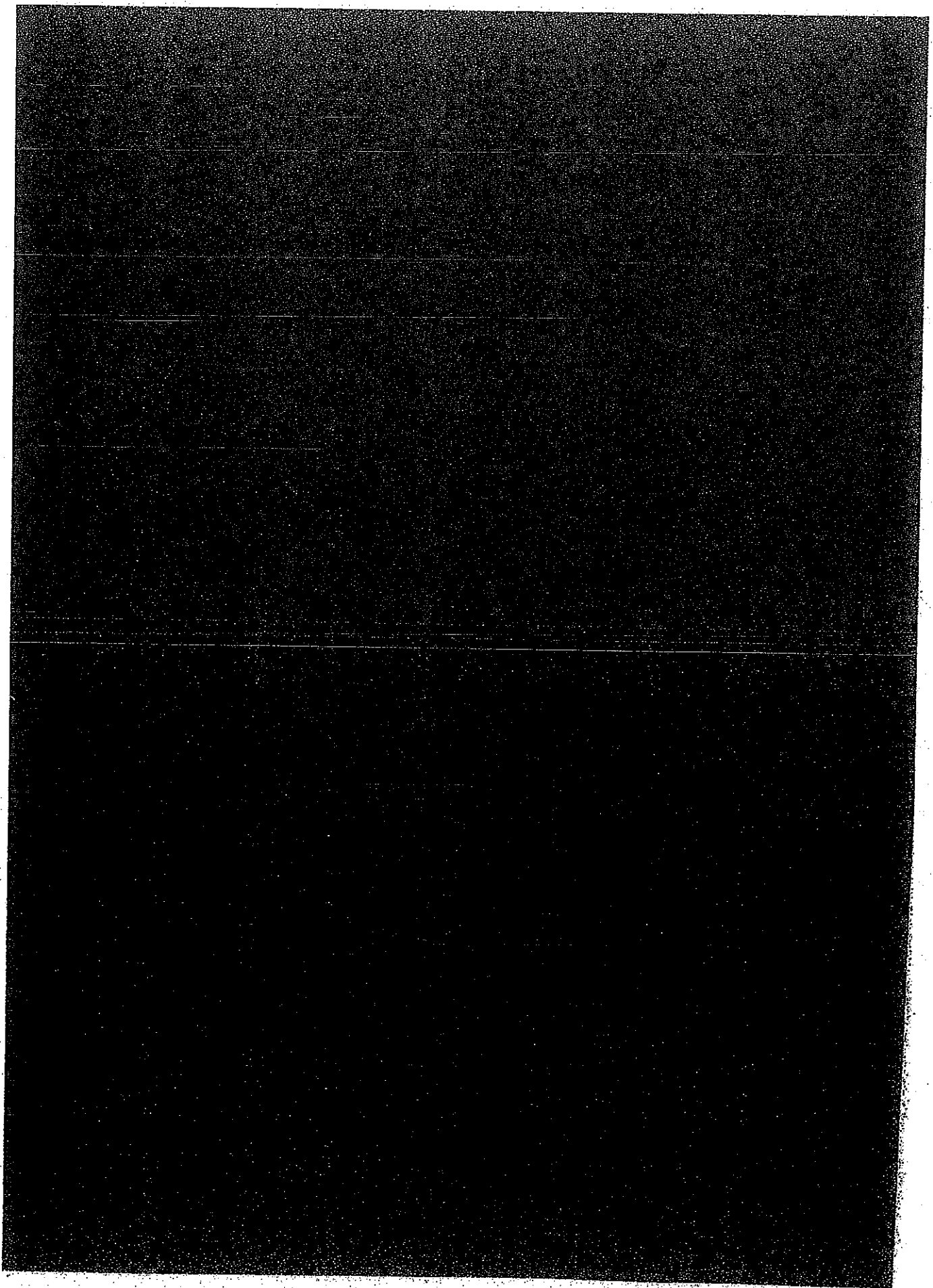
Please see below Monthly Report for the month of July from the Department of Code Enforcement and Zoning.

ITEM	RESULTS
Occupancy Permits Issued	17
Building Permits	15
Site Inspections	Third Party
Issued Notices of Violation	18
Initiated Code Compliance Complaints	**
Attended Court	**

**Because of staff shift.

- Planning Commission meeting was cancelled due to lack of agenda
- Zoning Hearing Board meeting was cancelled due to lack of agenda
- David Hennon has informed the Department that AT&T cell tower will be operational by end of July and T-Mobile will be operational approximately third week of August. Both are colocations.
- The Department has received a Subdivision and Land Development Application to build 45 single family lots cluster development. Which will be presented to the Planning Commission during the regular meeting on August 25, 2022.
- The Department has received a follow up Conditional Use Application to build a concert stage venue. This will be presented to the Planning Commission on August 25, 2022.

Thank you.



WEST DEER #1 VFC REPORT

ATTACHED IS THE WEST DEER #1 VFC REPORT.

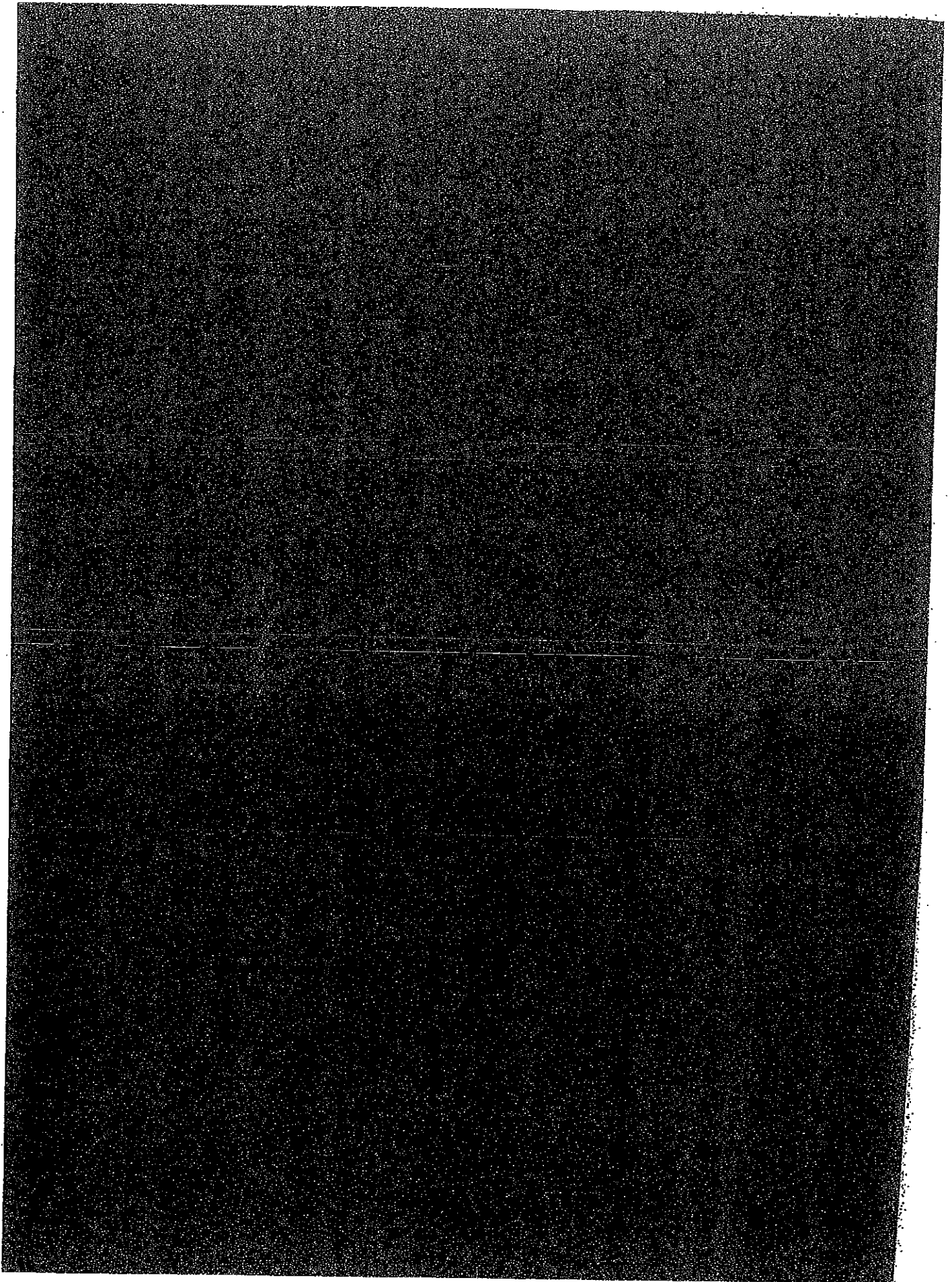
ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer VFD #1

1520 Saxonburg Blvd Tarentum PA 15084

JULY 2022 REPORT

- 17 fire calls
- Rescue Inspected
- Weed Whacked around fire hydrants
- Rope Training
- Met with 4-Guys Fire Apparatus on mounting a dump tank on Engine 2
- Had 4 Hall rentals



WEST DEER #2 VFC REPORT

ATTACHED IS THE WEST DEER #2 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West deer #2 monthly report for July 13th 2022 to Aug 9 2022

For the month of July/Aug we responded to 19 calls total

- 7 false fire alarms
- 4 vehicle crashes
- 1 vehicle into a building
- 1 natural gas leak outside
- 1 possible residential fires
- 1 possible commercial fire
- 2 co alarms no I'll effects
- 2 transformer fires

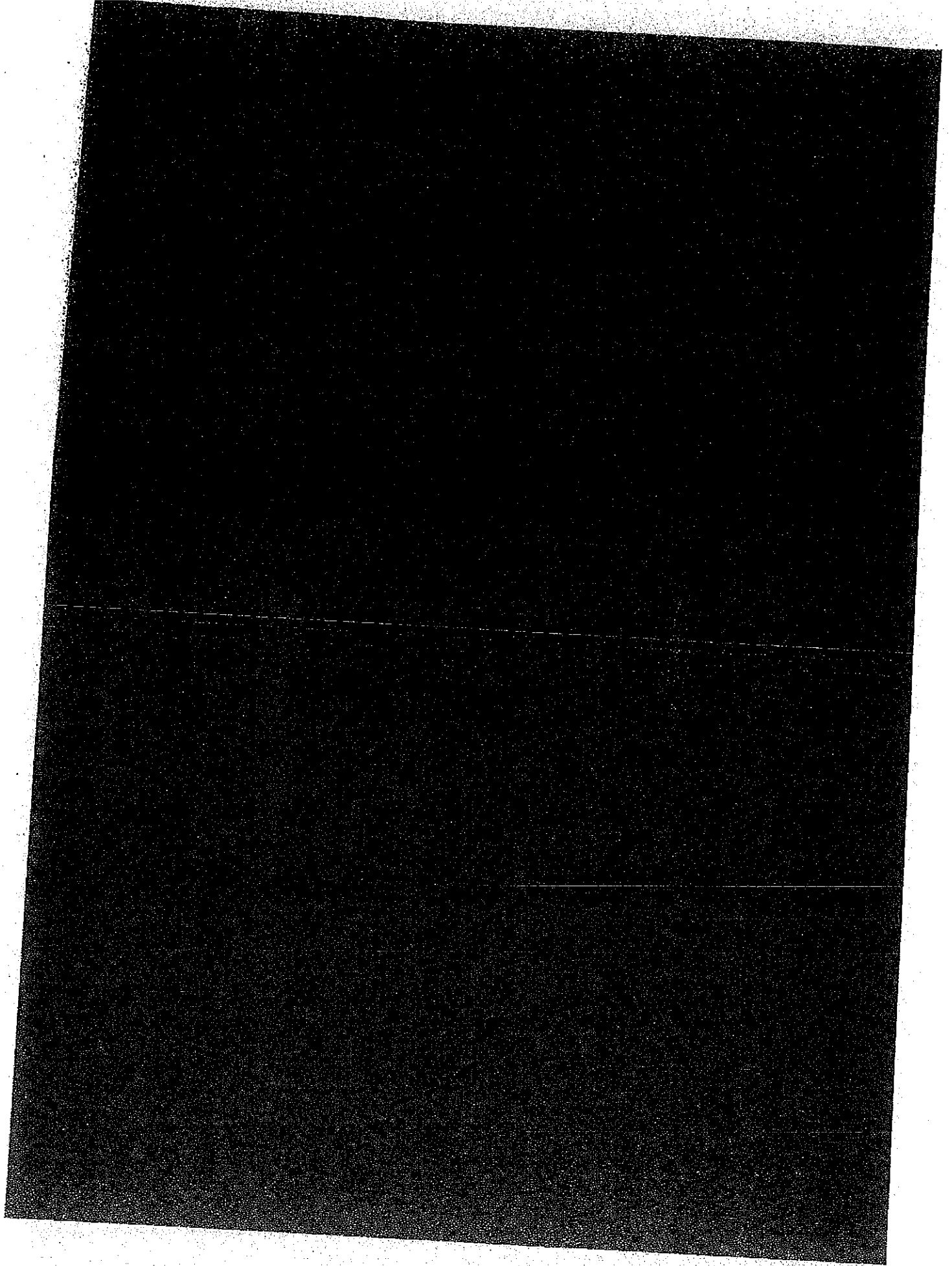
West deer # 2 has responded to a total 122 calls for 2022.

Crews trained on rope rescue scenario's, ladder set up and operation and pump operation.

No news on any grants

Took delivery of additional vehicle rescue equipment

Meeting minutes not available for this months report



WEST DEER #3 VFC REPORT

ATTACHED IS THE WEST DEER #3 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer Twp. VFC # 3
FIRE CHIEF'S REPORT
August 2022

Call Report for July – 89 total calls

41 - QRS Calls with response, 12 - QRS calls with no response (23%)

36 - Fire Calls with response

5 - Commercial Structure Fire

7 - Commercial Fire Alarm

4 - Residential Structure Fire

2 - Residential Fire Alarm

11 - MVC

1 - MVC w/ entrapment

2 - Rescue, other than MVC

1 - Misc. (flooding/wires down/trees down)

1 - CO Alarm

2 - Brush Fire

8 - Richland

4 - Hampton

17 - West Deer

6 - Indiana

1 - Middlesex

25 - 0500-1700

11 - 1700-0500

- Equipment/truck checklists – All checklists completed and meters calibrated

- Operations meeting – no meeting scheduled for August

Upcoming events: 8/9 - Training

8/16 - Training

8/22 - Effective Relationships Training with Township Officials @ 6:30pm

8/23 - Work detail

8/30 - 3 company training

- 2 Firefighters schedule for basic firefighter training

- Fire Station project – awaiting mechanical drawings

- Hose testing needs completed – tentative September

- Pump testing – Allegheny Valley Fire is no longer providing pump testing

- Aerial and ground ladder testing bid was awarded to NHT in the amount of \$1,177, tentatively scheduled for Sept.

- Command vehicle light bar repaired by ISV

- Tanker – Need to schedule pump repair at Glick Fire Equipment

- Township – No progress with State fire study

- Iamresponding subscription expires in September, renewal approved for \$3,087 for 5 years, plus \$50 for call fee

- Hose cleaner ordered through Fire Force \$93 for 5 gallons

- Replacement pike poles ordered through Darley \$189 plus shipping

- Radios were ordered through County – awaiting software, ETA after 8/26/2022

- Donated police SUV repairs completed and vehicle inspected, decals were removed, needs lettered

- Firefighter physicals bid awarded to Mobile Health Services, cost \$550 per firefighter with mask fitting

- physicals scheduled for 10/15/22 at fire station

- Fire Safety inspection was conducted on activity room at East Union Presbyterian Church on 7/19/2022

- COVID PPE policy N-95 or surgical masks required for patient care

- Personnel need to isolate for 5 days post positive test, mask for days 6-10

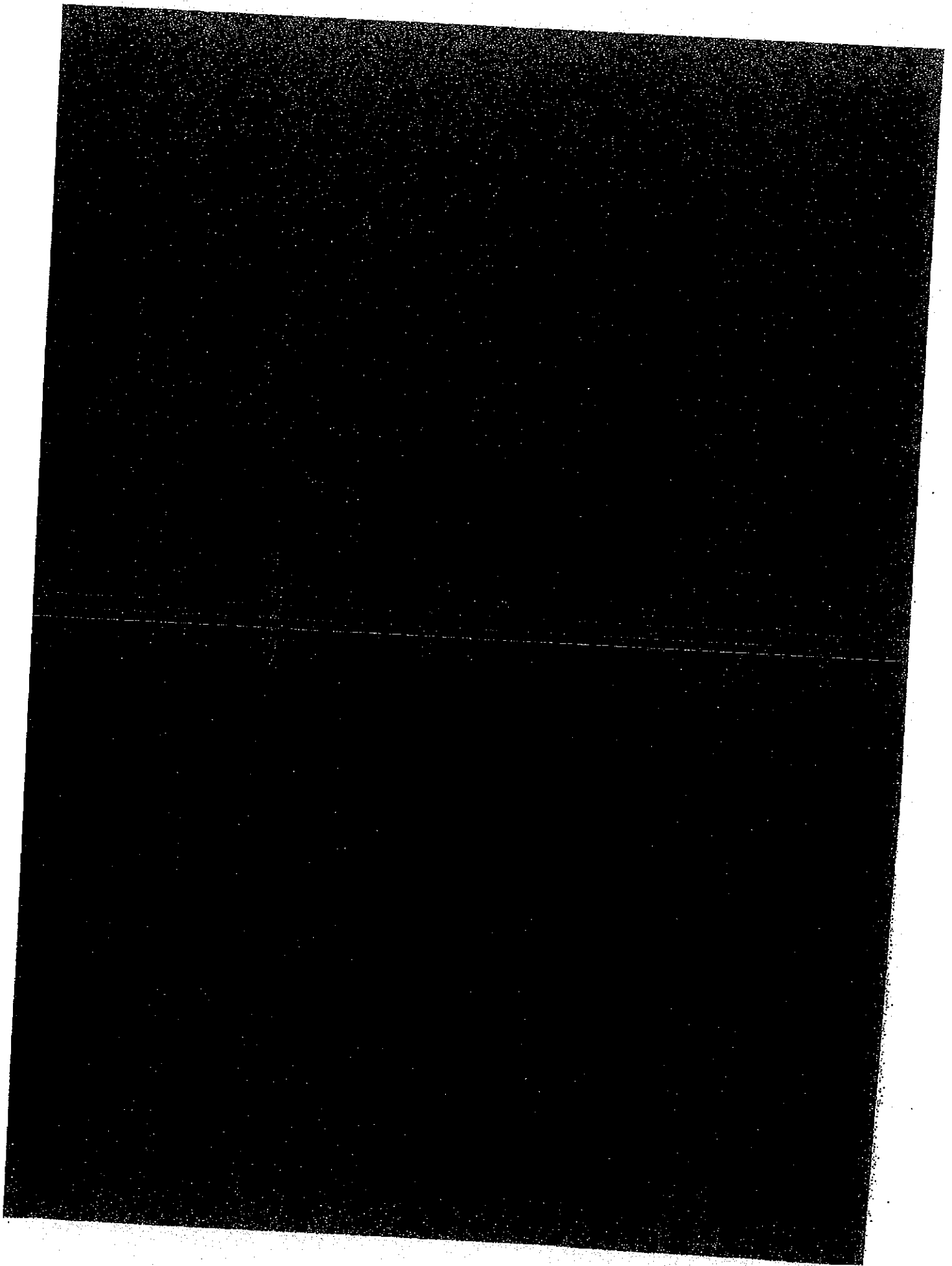
- Monthly P&L

Income \$14,679

Expenses \$20,016.60

Respectfully submitted by:

Josh Wiegand, Fire Chief



WEST DEER EMS REPORT

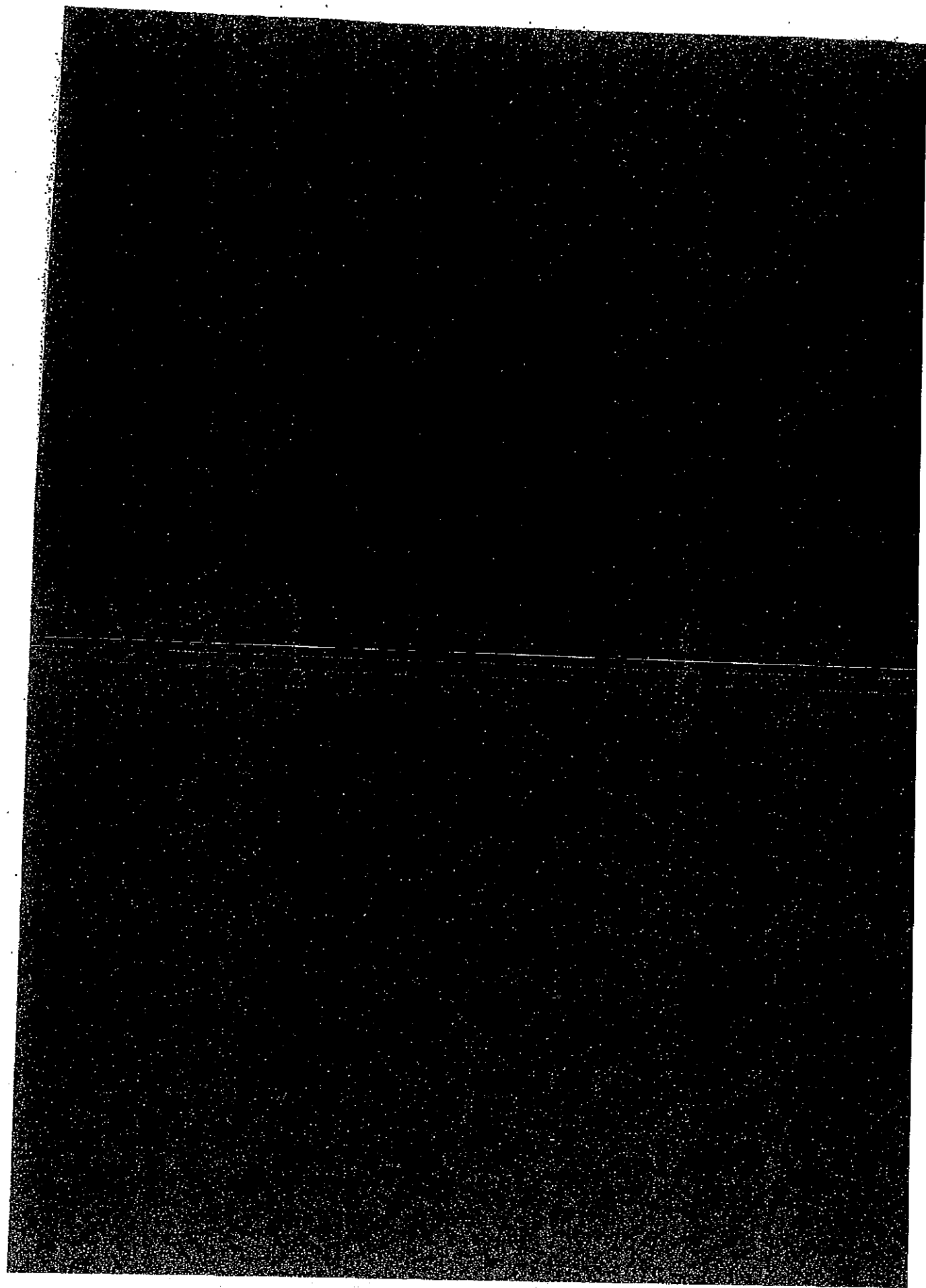
ATTACHED IS THE WEST DEER EMS REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer EMS

July of 2022

- 170 Totals calls for service. This number seems to be around the new average compared to years past.
- We will be doing a capital fund drive later in the year with the intent on fundraising for an additional vehicle that needs replaced.
- There is still a delay in delivery for the vehicle we purchased last August. This seems to be the norm for all suppliers. We are now six months past the original deliver date. We ordered a second new unit with an expected delivery in 18 months in fear of availability then.
- Income for July was \$64,447 with expenses totaling \$51,322. This is due to continued subscription response which will dwindle shortly.
- OFSC Act 10 grant was awarded in June for just over \$37,000. In July a vote was made to purchase a power lifting stretcher to replace one of our manual stretchers. We still have some remaining grant money and are looking at other possible purchases.
- The AC unit that was approved last month was delivered and will be installed the week of August 7th according to the supplier.
- Our collaboration with Seneca EMS is moving forward and working better than ever. There were only 7 requests for service that were not handled from our station and other mutual aid was dispatched.



ACCEPTANCE: 2023 MINIMUM MUNICIPAL OBLIGATIONS (MMOS)

ATTACHED ARE THE 2023 MINIMUM MUNICIPAL OBLIGATION REPORTS FOR THE POLICE AND MUNICIPAL EMPLOYEE PENSION PLANS AS SUBMITTED BY THE TOWNSHIP ACTUARY.

AS PER STATE LAW, THE BOARD SIMPLY HAS TO ACKNOWLEDGE RECEIPT OF THE REPORTS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACKNOWLEDGE RECEIPT OF THE 2023 MINIMUM MUNICIPAL OBLIGATIONS FOR THE POLICE AND MUNICIPAL EMPLOYEE PENSION PLANS.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MRS. JORDAN	___	___	___	___

**TOWNSHIP OF WEST DEER POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2023 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	16.241%
2. Estimated 2022 Payroll for Active Participants	\$ <u>1,099,480</u>
3. Normal Cost (A1 x A2)	\$ <u>178,567</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 178,567
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	81,362
4. Amortization Payment, if any ^	<u>79,133</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>339,062</u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 339,062
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	54,974
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>284,088</u>

^The amortization payment from the January 1, 2021 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$4.

NOTES:

1. 2023 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2023 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2023 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

2 August 2022

Date

Prepared using the January 1, 2021 Valuation.

**MUNICIPAL EMPLOYEES' PENSION PLAN FOR TOWNSHIP OF WEST DEER
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2023 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	13.932%
2. Estimated 2022 Payroll for Active Participants	\$ <u>930,631</u>
3. Normal Cost (A1 x A2)	\$ <u>129,656</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 129,656
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	62,352
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>192,008</u>

C. Minimum Municipal Obligation

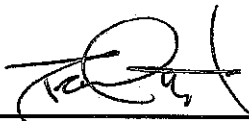
1. Financial Requirement (B5)	\$ 192,008
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	46,532
3. Funding Adjustment, if any	<u>802</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>144,674</u>

NOTES:

1. 2023 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2023 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2023 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

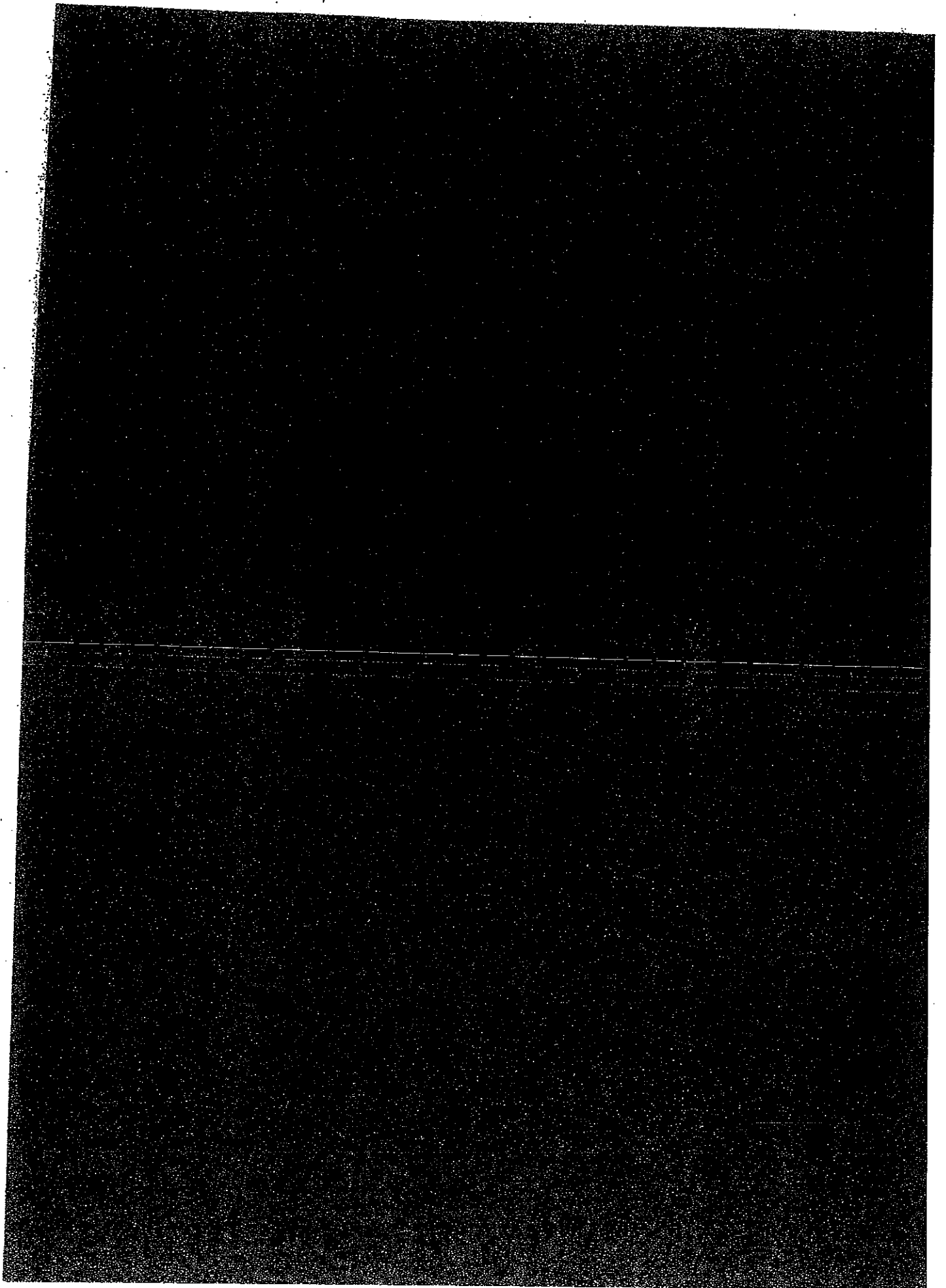


Chief Administrative Officer

2 AUGUST 2022

Date

Prepared using the January 1, 2021 Valuation.



ACCEPTANCE: CODE ENFORCEMENT /BUILDING INSPECTION

MR. MATOR...

	MOTION	SECOND	AYES	NAYES
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. JORDAN	___	___	___	___

	MOTION	SECOND	AYES	NAYES
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. JORDAN	___	___	___	___

ACCEPTANCE: RESIGNATION OF SUPERVISOR JENNIFER MANN

THE BOARD IS IN RECEIPT OF DR. JENNIFER MANN'S RESIGNATION FROM THE WEST DEER TOWNSHIP BOARD OF SUPERVISORS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT THE RESIGNATION OF JENNIFER MANN FROM THE WEST DEER TOWNSHIP BOARD OF SUPERVISORS.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. JORDAN	___	___	___	___

Subject: Resignation

Date: Sunday, August 7, 2022 at 4:49:47 PM Eastern Daylight Time

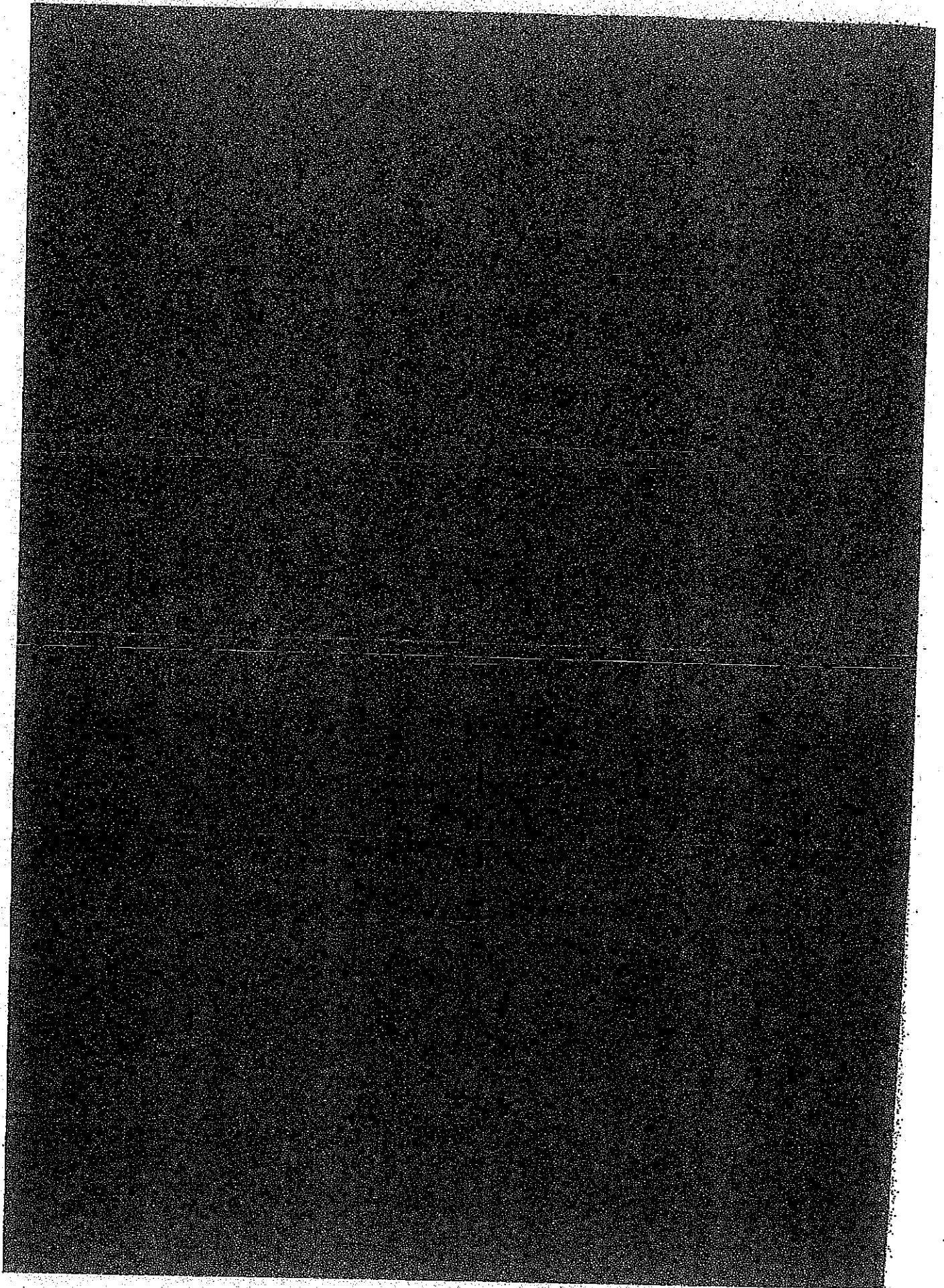
From: Jennifer Mann

To: Daniel Mator

Please accept my resignation as township supervisor for district four on August 24th. I appreciate the opportunity to serve and wish that I could have remained, but unfortunately cannot.

Thank you,

Jennifer Mann



**ADOPTION: RESOLUTION NO. 2022-13 SEWAGE FACILITIES
PLANNING MODULE (ROSE RIDGE)**

RESOLUTION NO. 2022-13

RESOLUTION 2022-13 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE PLAN LOCATED AT GIBSONIA ROAD ALLISON PARK, PA IN THE R-2 SEMI-SUBURBAN RESIDENTIAL ZONING DISTRICT.

(SEE ATTACHED)

MR. SHOUP REVIEWED THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION PLANNING MODULE DOCUMENTS AND FOUND THE PLANNING MODULE TO BE IN PROPER ORDER. MR. SHOUP THEREFORE RECOMMENDED THAT IT BE APPROVED BY THE TOWNSHIP BY RESOLUTION.

MR. SHOUP.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2022-13 APPROVING THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE ROSE RIDGE PRD SEWAGE PLANNING MODULE PLAN.

	MOTION	SECOND	AYES	NAYES
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution No. 2022-13

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of West Deer
(TOWNSHIP) (BOROUGH) (CITY), Allegheny COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS TOA Rose Ridge LLC has proposed the development of a parcel of land identified as
land developer

Rose Ridge PRD, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify) _____

WHEREAS, West Deer Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of West Deer hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

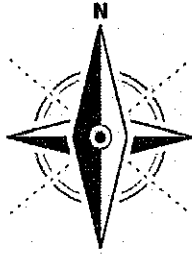
I _____, Secretary, West Deer Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2022-13, adopted, August 17, 2022.

Municipal Address:

West Deer Township
109 E. Union Road
Cheswick, PA 15024
Telephone 724-265-3680

Seal of
Governing Body



SHOUP ENGINEERING

FOR OVER 50 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

August 11, 2022

Mr. Harmit Bedi
West Deer Township
109 East Union Road
Cheswick, PA 15024

Via Email

Re: Rose Ridge
Sewage Facilities Planning Module

Dear Mr. Bedi,

I have reviewed the Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module documents submitted for the above-referenced development and have found the planning module to be complete and in proper order.

I would therefore recommend that the enclosed Resolution be approved by the Township Board of Supervisors.

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

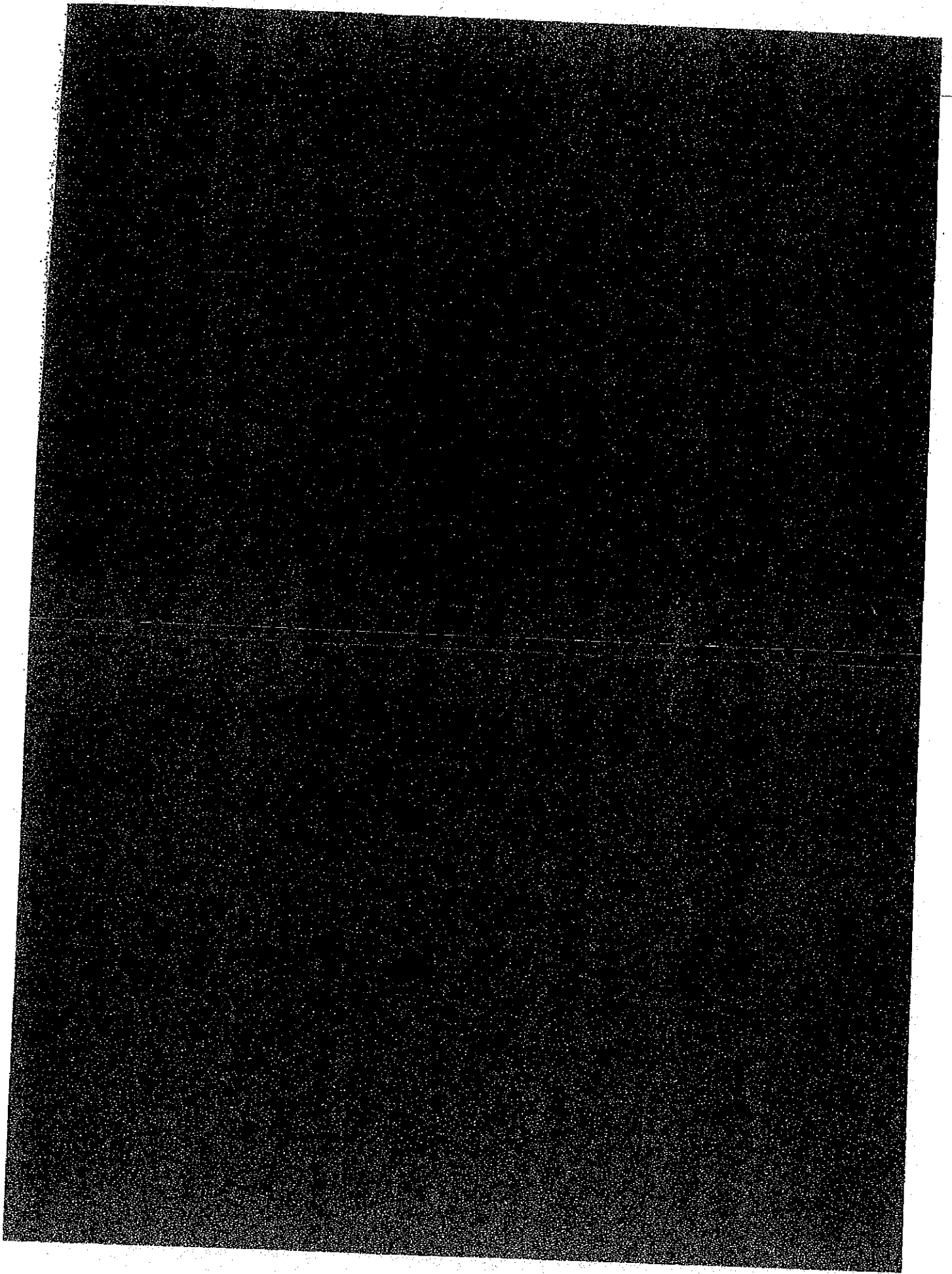
Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

Enclosure(s)

cc: Daniel Mator, via email
Dorothy Moyta, via email
Jodi French, via email
Rocco Magrino - PVE, via email



ADOPTION: RESOLUTION NO. 2022-14 RICHLAND WATER AGREEMENT (BAKERSTOWN-CULMERVILLE RD)

RESOLUTION NO. 2022-14

A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE RICHLAND TOWNSHIP MUNICIPAL AUTHORITY OF ALLEGHENY COUNTY, PURSUANT TO THE INTERGOVERNMENTAL COOPERATION ACT, 53 PA C.S. §§ 2301 ET SEQ., TO PROVIDE FOR A COST SHARING ARRANGEMENT TOWARD A WATERLINE EXTENSION PROJECT ON BAKERSTOWN-CULMERVILLE ROAD IN WEST DEER TOWNSHIP

(SEE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2022-14 APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE RICHLAND TOWNSHIP MUNICIPAL AUTHORITY OF ALLEGHENY COUNTY TO PROVIDE FOR A COST SHARING ARRANGEMENT TOWARD A WATERLINE EXTENSION PROJECT ON BAKERSTOWN-CULMERVILLE ROAD IN WEST DEER TOWNSHIP.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MRS. JORDAN	___	___	___	___

TOWNSHIP OF WEST DEER

RESOLUTION NO. 2022-14

A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE RICHLAND TOWNSHIP MUNICIPAL AUTHORITY OF ALLEGHENY COUNTY, PURSUANT TO THE INTERGOVERNMENTAL COOPERATION ACT, 53 PA C.S. §§ 2301 ET SEQ., TO PROVIDE FOR A COST SHARING ARRANGEMENT TOWARD A WATERLINE EXTENSION PROJECT ON BAKERSTOWN-CULMERVILLE ROAD IN WEST DEER TOWNSHIP

WHEREAS, the Richland Township Municipal Authority of Allegheny County ("the Authority") and the Township of West Deer ("West Deer") have agreed to cooperate on a project involving a waterline extension on Bakerstown-Culmerville Road in West Deer; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa. C.S. §§ 2301 et seq., permits local governments, which pursuant to said Act include political subdivisions and authorities, to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Intergovernmental Cooperation Act provides that any joint cooperation agreement shall be deemed in force as to any local government when the same has been adopted by Resolution by all cooperating parties; and

WHEREAS, the Board of Supervisors of the Township of West Deer desires to enact such a Resolution to approve and adopt the Intergovernmental Cooperation Agreement between the parties.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER HEREBY RESOLVES AS FOLLOWS:

Section 1.

The caption of and recitals to this Resolution as set forth above are incorporated herein by reference.

Section 2.

The Township of West Deer shall cooperate with the Authority in accordance with the Intergovernmental Cooperation Act by entering into the Intergovernmental Cooperation Agreement (the "Intergovernmental Agreement") which is attached hereto as **Exhibit A** and incorporated herein by reference with the same effect as if it had been set out verbatim in this

Section, and a copy of which shall be filed with the minutes of the meeting at which this Resolution was approved.

Section 3.

The Township of West Deer is authorized to enter into and execute the Intergovernmental Agreement for the purposes contained therein. This action is to be taken by the officials or employees of the Township designated for this purpose, pursuant to general or specific instructions issued by Township Board of Supervisors.

Section 4.

As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- A. The conditions of the agreement, including the term, are set forth in the attached Intergovernmental Agreement.
- B. The purpose and objectives of the Intergovernmental Agreement are to enter into an intergovernmental agreement for the benefit of the municipality/municipal authority and to further the health, safety and welfare of their respective residents.
- C. No new organizational structure is proposed by the Intergovernmental Agreement.
- D. All property, real or personal, shall be managed and disposed of by the owner of such property.
- E. Each municipality/municipal authority has the power to enter into contracts for policies of insurance and other employee benefits.

Section 5.

The Board of Supervisors of the Township of West Deer reserves the right to modify, supplement or amend the Intergovernmental Agreement from time to time by resolution.

Section 6. Effective Date / Repealer

This Resolution shall become effective immediately upon adoption and shall repeal all prior inconsistent resolutions to the extent of such inconsistency.

Section 7. Severability

If a final decision of a court of competent jurisdiction holds any provision of this Resolution or the application of any provision of this Resolution to any circumstance to be illegal or unconstitutional, the other provisions of this Resolution and the application of such provisions to other circumstances shall remain in full force and effect.

RESOLVED, this 17th day of August, 2022.

ATTEST:

Daniel Mator
Township Manager

TOWNSHIP OF WEST DEER

Beverly S. Jordan, Chairperson
Board of Supervisors

DRAFT

INTERGOVERNMENTAL AGREEMENT

THIS Agreement is made and entered into this 17th day of August, 2022, by and between **WEST DEER TOWNSHIP**, a Pennsylvania home rule community, created and existing pursuant to the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 109 East Union Road, Cheswick, PA 15024 (hereinafter referred to as "WEST DEER").

A

N

D

THE RICHLAND TOWNSHIP MUNICIPAL AUTHORITY OF ALLEGHENY COUNTY, a Pennsylvania municipal authority organized and existing under the laws on the Commonwealth of Pennsylvania and having its principal place of business located at 2012 Kramer Road, Gibsonia, PA 15044 (hereinafter referred to as "THE AUTHORITY").

WEST DEER and THE AUTHORITY shall collectively be referred to as "THE PARTIES."

WHEREAS, WEST DEER desires to spur development on a street in the Township of West Deer known as Bakerstown Culmerville Road; and

WHEREAS, in order to facilitate development on Bakerstown Culmerville Road, public utility infrastructure, including waterlines, must be installed in the area; and

WHEREAS, the AUTHORITY is authorized to do business in WEST DEER, as its governing documents do not limit its geographic region. A copy of the AUTHORITY'S Articles of Incorporation are attached hereto as Exhibit "A" and are incorporated herein by reference; and

WHEREAS, the PARTIES collectively determined that a waterline extension should be installed along Bakerstown Culmerville Road in accordance with the drawings attached hereto as Exhibit "B" ("the Project"), and is incorporated herein by reference; and

WHEREAS, throughout July 2022 the AUTHORITY solicited bids for the Project, which includes the installation of all equipment, material, labor, utilities, and services necessary to complete construction of water mains, including pipe, fittings, valves, hydrants, and services. A copy of the Request for Bids is attached hereto as Exhibit "C" and is incorporated herein by reference; and

WHEREAS, on 8 August 2022, the AUTHORITY awarded a contract for the Project to J.S. Bova Excavating, LLC (the "Contractor") in the amount of Three Hundred Thirty-Three Thousand Seven Hundred Thirty-Six Dollars and 16/100 (\$333,736.16). A copy of the Project Contract is attached hereto as Exhibit "D" and is incorporated herein by reference; and

WHEREAS, WEST DEER has agreed to contribute Fifty Thousand Dollars 00/100 (\$50,000.00) toward the total cost of the Project; and

WHEREAS, the AUTHORITY has agreed to assume responsibility for the remaining cost of the Project.

NOW THEREFORE, for and in consideration of the reciprocal obligations of the PARTIES hereto, each respectively intending to be legally bound hereby, the PARTIES do covenant and agree as follows:

SECTION 1- WHEREAS CLAUSES: The Whereas clauses contained above are incorporated by reference as if more fully set forth herein.

SECTION 2– TERM: WEST DEER and THE AUTHORITY hereby covenant and agree that the PARTIES' respective obligations in this Agreement shall be for a definite time period subject to termination upon mutual agreement of the parties or upon the completion of the Project described herein.

SECTION 3– COST: The total cost of the Project is Three Hundred Thirty-Three Thousand Seven Hundred Thirty-Six Dollars and 16/100 (\$333,736.16). WEST DEER shall pay to THE AUTHORITY, a contribution of Fifty Thousand Dollars 00/100 (\$50,000.00) toward the costs of the Project, and THE AUTHORITY shall assume responsibility for all remaining costs associated with the Project.

SECTION 4– RESPONSIBILITY OF OVERSEEING CONTRACTOR AND PERFORMANCE OF WORK: Following the execution of this Agreement, THE AUTHORITY acknowledges that it is solely responsible for overseeing the Project, managing the Contractor, and providing the Contractor with payment for satisfactorily completing the Project. However, THE AUTHORITY shall provide WEST DEER with periodic updates regarding the status of the Project.

SECTION 5– DISPUTES: In the event of the breach of this Agreement by either party, the non-breaching party may pursue any appropriate remedy at law or in equity before any court of competent jurisdiction.

SECTION 6– ASSIGNMENTS: This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and to the respective successors or assigns thereof. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to any person, firm, corporation, or association other than the parties hereto, any right, remedy or claim, under or by reason of this Agreement or any covenant, condition or stipulation thereof;

and this Agreement and the covenants, conditions and stipulations set forth herein are and shall be for the sole and exclusive benefit of the PARTIES hereto, their respective successors and assigns. Neither of the PARTIES hereto shall assign or sublet this Agreement of any of its rights hereunder without the prior written consent of all the other party, to be given at the sole discretion of the non-assigning party.

SECTION 7- INDEMNIFICATION: Each party shall indemnify the other party, its elected and appointed officials, officers, directors, employees, insurers, attorneys and agents, and shall hold said party harmless from any and all losses, claims, damages, liabilities, and related expenses including professional fees incurred by said party or asserted against said party by a third party, arising out of, or in connection with, or as a result of performance under any of the terms of this Agreement when it is determined that said indemnifying party has been negligent or otherwise failed to perform its obligations under the terms of this Agreement.

SECTION 8- COUNTERPARTS: This Agreement may be executed in counterparts.

SECTION 9- SEVERABILITY: If any sentence, clause, section or part of this Agreement is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement. It is hereby declared as the intent of the parties that this Agreement would have been adopted had such unconstitutional, illegal, or invalid clause, section, or part thereof not been included herein.

SECTION 10- ENTIRE AGREEMENT: The PARTIES hereto hereby covenant and agree that this Agreement constitutes the entire Agreement between the PARTIES hereto and that no

amendment or modification hereof shall be effective unless agreed to in writing by both of the PARTIES and approved by their respective governing bodies.

SECTION 11- AMENDMENT: Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the PARTIES hereto.

IN WITNESS WHEREOF, WEST DEER has caused this Agreement to be signed and executed by the Chairperson of the Board of Supervisors and attested to by its Township Manager and the and THE AUTHORITY has caused this instrument to be executed by its proper corporate officers.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator
Township Manager

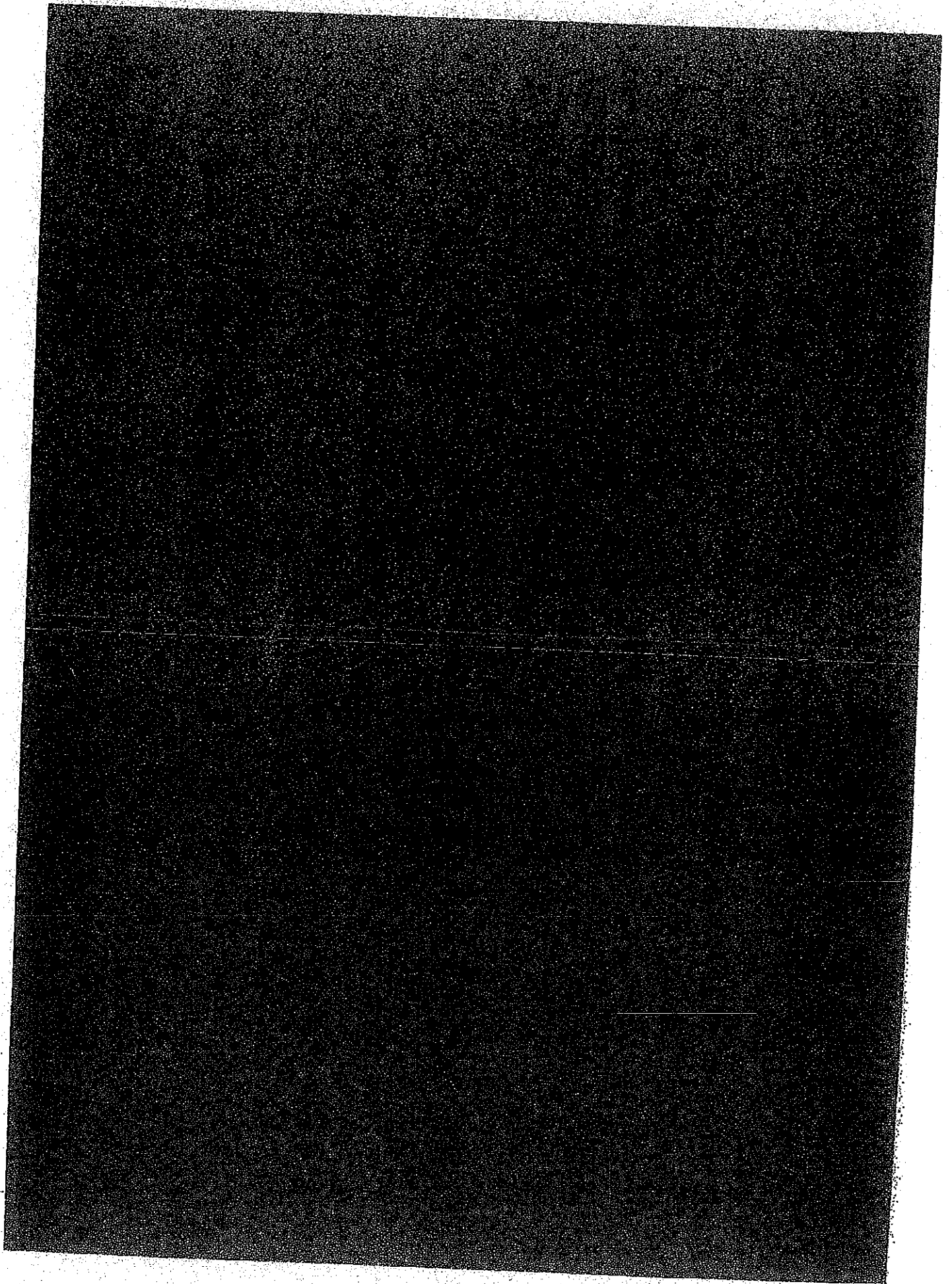
Beverly S. Jordan, Chairperson
Board of Supervisors

ATTEST:

THE RICHLAND TOWNSHIP MUNICIPAL
AUTHORITY OF ALLEGHENY COUNTY

BY:

DRAFT



APPROVAL: PCS BUILDING INSPECTION AGREEMENT

ATTACHED IS A COPY OF THE BUILDING INSPECTION AGREEMENT BETWEEN THE WEST DEER TOWNSHIP AND PCS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SIGNING OF THE BUILDING INSPECTION AGREEMENT BETWEEN THE TOWNSHIP AND PCS AS PRESENTED.

	MOTION	SECOND	AYES	NAYES
MR. FREY	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
DR. MANN	—	—	—	—
MR. SMULLIN	—	—	—	—
MRS. JORDAN	—	—	—	—

UCC Services Agreement

This Agreement is made this _____ day of _____ 2022, between West Deer Township (hereinafter Township) and Professional Code Services, Inc. (hereinafter PCS). The following conditions including all related addendums referred to herein, shall constitute the binding agreement:

1. The Borough shall provide a Building Code Official (BCO) to issue building permits, issue certificates of occupancy, and administer the PA Uniform Construction Code for the Borough. PCS may act as the Township BCO at the direction of the Township.
2. PCS will provide an Inspector with current certifications to conduct Uniform Construction Code Inspections as directed by the Township. The Residential and Commercial inspections shall include but may not be limited to: Footing, Foundation, Framing, Energy, Accessibility, Electrical, Mechanical, and Occupancy. PCS will produce an inspection report for each inspection and provide the Township a copy of the reports for the permit file.
3. PCS shall provide a certified plan review specialist with current certifications to conduct all UCC Construction Document Reviews for the Township. All reviews will be performed at the PCS office.
4. PCS will bill the Township plan review services to be paid by the applicant with the permit fees. The cost for commercial and residential plan review services listed in the attached PCS Plan Review Fee Schedule (Appendix B) shall apply.
5. PCS will invoice the Township on a monthly basis for costs incurred for UCC Inspections and related services. The costs for UCC Inspection services listed in the attached Rates for Inspection Services schedule (Appendix "C") shall apply. Permit fees will be paid by the applicant to the Township.
6. PCS will invoice the Township on a monthly basis for eighty-five percent (85%) of the permit fees based upon the attached PCS Inspection Fee Schedule (Addendum "C") for building permits issued during that month. The Township shall retain the remaining fifteen percent (15%) of the fees to cover administrative costs and duties associated with the processing of applications and permits.
7. The fee charged by PCS for inspection services other than those associated with the issuance of permits, including but not limited to judicial hearings, investigations, municipal hearings, municipal meetings and violation notices shall be \$ 85.00 per hour. A minimum one (1) hour charge shall apply.
8. PCS will perform Building Inspections on all existing permit jobs as needed to complete the projects. PCS shall be reimbursed at a rate of \$95.00 per inspection.
9. The Borough shall collect all building permit fees, maintain files, distribute applications, and provide administrative support at the Direction of the Building Code Official.
10. PCS and its employees, subcontractors and agents shall serve at the request of Borough Council, PCS shall coordinate all services and reports with a Township designated individual.
11. PCS will furnish the Township, as additional insured, with a current Certificate of Insurance for not less than 1,000,000 in Professional Liability and statutory worker's compensation insurance.

12. PCS and the West Deer Township shall be legally bounded by the attached "Hold Harmless" Agreement (Addendum "A").
13. The fees identified in this agreement and associated attachments may be changed from time to time upon expiration of the stated terms of this agreement through written agreement of both parties.
14. This agreement shall remain in effect (One Year), and shall automatically be renewed each year until formally terminated by either party. After the first year, either party can cancel with 30 days notice at any time during the renewal term(s).

In witness whereof, the parties have hereunto set their hands and seals on the day herein above stated.

Attest:

West Deer Township

By _____

Attest:

Professional Code Services, Inc.

By _____

Addendum “A”
Hold Harmless Agreement

Professional Code Services, Inc. here forth referred to as PCS, as described herein, shall upon execution of a binding agreement with the party hereby prescribed, will assume all responsibilities and liabilities of all actions by PCS the corporation, its employees and agents. PCS will hereby indemnify ***West Deer Township*** and will defend said ***Township*** in any suit arising from the actions of PCS, its employees, subcontractors and agents. PCS will assume the responsibility for any loss, expense, or claim incurred or alleged to have incurred, as a result of the direct actions of a PCS employee, subcontractor, or agent. This hold harmless agreement shall be applicable only to costs, liabilities, and claims resulting from PCS and its employees, subcontractors and agents as a result of the contracted responsibilities. It shall be understood that PCS will not assume responsibility and will not defend any suits resulting from the actions of ***West Deer Township*** or its employees, subcontractors or agents that may result in similar or related liabilities or claims.



Addendum-B
PLAN REVIEW FEES (2022)

The following rates for Plan Review are fees charged by PCS. All plans for new construction, additions, and alterations will be reviewed by PCS. These fees will be billed directly to the Building Owner, Contractor, or Architect by PCS. All plan review applications are available online at www.pcs-codes.com or by fax request.

All initial **Commercial** reviews will be completed within Twenty (30) business days from receipt. All initial **Residential** reviews will be completed within Fifteen (15) business days.

Compliance with the International Building Code
New Construction and/or Additions Complete Code Review^{1,2,3}

USE GROUP	RATE	AREA
B, R-1, R-2, R-3	\$.15	First 15,000 s.f.
	\$.08	15,001 s.f. up to Total s.f.
A, E, H, I	\$.17	First 15,000 s.f.
	\$.10	15,001 s.f up to Total s.f.
M	\$.15	First 12,000 s.f.
	\$.07	12,001 s.f. up to Total s.f.
F, S, U	\$.12	First 12,000 s.f.
	\$.07	12,001 s.f. up to Total s.f.
Single Family Dwelling And Townhouse (IRC)	\$ 150.00 per unit	Unlimited Area
Residential: Decks, Accessory Structures, Pools, etc.	\$ 75.00 per structure	Unlimited Area

¹ Renovations or Alterations to existing structures based on 75% of New Construction Review Cost. (Commercial Only)

² Review fees reflect an initial review & review of one subsequent revision. Any additional required reviews will be conducted at 50% of the original review cost. (Commercial Only)

³ Square footage shall include the aggregate sum of each dissimilar floor level

Miscellaneous (Commercial Only)	
Minor commercial alterations ≤ 1000 S.F.	\$ 125.00 per hour
Stand alone Mechanical, Plumbing, Electrical & Fire Protection	\$ 125.00 per hour
Preliminary Review (Height & Area & Type of Construction)	\$ 125.00 per hour

- “A” Assembly Use Groups. This includes assembly occupancies. This is further designated as particular use groups including: A-1 Theaters and rooms with stages; A-2 dance halls & nightclubs where alcohol is served; A-3 restaurants and lecture halls where alcohol is not predominately served; A-4 place of worship
- “B” Business use. This includes office buildings, outpatient medical facilities, dry cleaning, professional business etc.
- “E” Education Use. Building where education is provided including schools, certain daycares & vocational training.
- “F” Factory Use. Buildings where production occurs.
- “H” Hazardous Use. Buildings where hazardous materials are manufactured stored or used in production.
- “I” Institutional Uses. Includes hospitals, rehab facilities, prisons etc.
- “M” Mercantile Uses. This includes buildings where the display of goods are sold.
- “R” Residential Uses. This includes building where persons reside and sleep. Further designated as: R-1 hotels/motels; R-2 non-transient occupants i.e. dormitories, boarding houses; R-3 are multi-family residences; R-4 single family and townhouses.
- “S” Storage Buildings
- “U” Utility buildings. This includes accessory structures, garages, barns

Addendum-C (2022)
BILLING RATES FOR INSPECTION SERVICES

PCS		
INTERNATIONAL BUILDING CODE INSPECTON FEE SCHEDULE		
Fee Per Square Foot of Construction (Gross aggregate)^{1,2,5}		
Group	Description	Fee Per Square Foot
A-1	Assembly Theaters	.450
A-2	Assembly, nightclubs Assembly, restaurants, bars, banquet halls	.450
A-3	Assembly, churches	.400
	Assembly, general, community halls, libraries, museums	.400
A-4	Assembly, arenas	.400
B	Business	.450
E	Education	.400
F-1	Factory and Industrial, moderate hazard	.350
F-2	Factory and Industrial, low hazard	.300
H-1	High Hazard, explosives	.400
H-2 through H-4	High Hazard	.400
H-5	Hazardous Production	.400
I-1	Institutional, supervised environment	.400
I-2	Institutional, incapacitated	.400
I-3	Institutional, restrained	.400
I-4	Institutional, day care	.400
M	Mercantile	.400
R-1	Residential, hotels	.400
R-2	Residential, multiple family	.400
R-3^{3,4,6}	Residential, one & two family	.500
R-4	Residential, care/assisted living	.400
S-1	Storage, moderate hazard	.350
S-2	Storage, low hazard	.300
U	Utility, miscellaneous	.300

- ¹ Gross aggregate shall include the sum of the square footage of each floor including basement, not to exceed 80,000 s.f. p.f.
- ² Fee includes all UCC required inspections (Building general, mechanical, plumbing, energy, and accessibility). Change of use occupancy inspections \$150.00 fee.
- ³ Square footage for residential one & two family dwellings shall include the sum of the square footage of each floor including basement, including decks and porches. Additions to residential structures shall be the base rate per schedule Plus \$100.00
- ⁴ Manufactured (HUD) homes shall be inspected for a flat fee of \$450.00 plus \$200.00 where basement provided.
- ⁵ Alterations to existing structures shall be calculated at seventy-five percent 75% of the chart rate +\$100 for the renovated area.
- ⁶ Decks, pools, roof replacement, etc. accessory to one and two family dwellings shall be inspected for a fee of \$150.00 + \$75.00 for in ground pools.
- ⁷ Communication towers and associated equipment shall be inspected for a flat fee of \$350.00 per tower.



Appendix – C (2022)

Page 2 of 3

Itemized Fees for Installations/Alterations not relating to new work or additions

The following fees apply to the installation or alteration of fixtures common with electrical work. A fee of \$ 65 per inspection shall apply where an installation or inspection required is not listed below.

Residential Electrical Inspections (IRC)

***IRC Electrical installation inspections (2 site visits - *Rough inspection, Final inspection*)**

- Alterations and Additions \$ 175.00 [\$ 75 each additional inspection]

Plus

- All new Service Equipment up to 400A.....\$ 95.00 plus \$10 per meter

***IRC Electrical installation inspection (4 site visits - *Temporary, rough inspection, final inspection, Service*)**

- Complete Single Family Dwelling.....\$ 300.00 [\$ 75 each additional inspection]

Residential Electrical Work Other Than Additions/Alterations

***NEC installation inspection (1 Site Visit only)**

- Service Upgrade or Rewire.....\$ 95.00 plus \$ 10.00/meter over 1
- Swimming Pools:.....Above Ground/Hot Tub...\$ 95.00
In-Ground.....\$ 175.00 [2 Site Visits]
- Heating/AC Equipment.....\$ 85.00/unit
- Generators.....\$ 135.00/unit
- Transformers.....\$ 80.00/unit
- Appliance (dishwasher, disposal etc.).....\$ 75.00/unit
- Septics, Grinders and related equipment\$ 250.00

Commercial Electrical New Work/Alterations

- Cost per square foot of structure [up to 40,000 s.f.].....\$ 100 plus .85 x Gross S.F.

Commercial Electrical Work Other than New Work/Alterations

Electrical Services

- Temporary Service:..... \$ 95.00 (1 site visit)
- Permanent Service (up to 200 amp):..... \$ 95.00 (1 site visit)
(over 200 amp).....\$ 75.00 (1 site visit)
(each additional meter sockets)..... \$ 15.00 per socket
- Signs..... \$ 95.00/unit
- Public Swimming Pool..... \$ 350.00
- Site Lighting..... \$ 80.00 plus \$ 5.00 fixture unit
- Fire Alarm..... \$ 265.00
- Individual Equipment..... \$ 55/ per fixture

* Additional inspections above minimum done at \$ 50 per additional visit



Appendix C (2022)

Page 3 of 3

Itemized Fees for Installations/Alterations not relating to new work or additions

Plumbing

Jurisdiction of Allegheny County Health Department

HVAC ^{1,2}

Gas piping & fixtures:	Residential	Commercial
➤ New work (gas oven, grills etc).....	\$ 85.00	\$95.00
➤ New work over 5 fixtures.....	\$ 95.00	\$145.00
 Equipment Installation:		
➤ Furnace or Heating Unit	\$85.00/unit	\$95.00/unit
➤ Type I or Type II Hood System	\$125.00/unit	
➤ New/Replaced Duct Systems (Res & Comm)	\$95.00 + .01 x Cost of Duct System	

¹ Pricing includes 2 site inspections: (1 rough, 1 final)

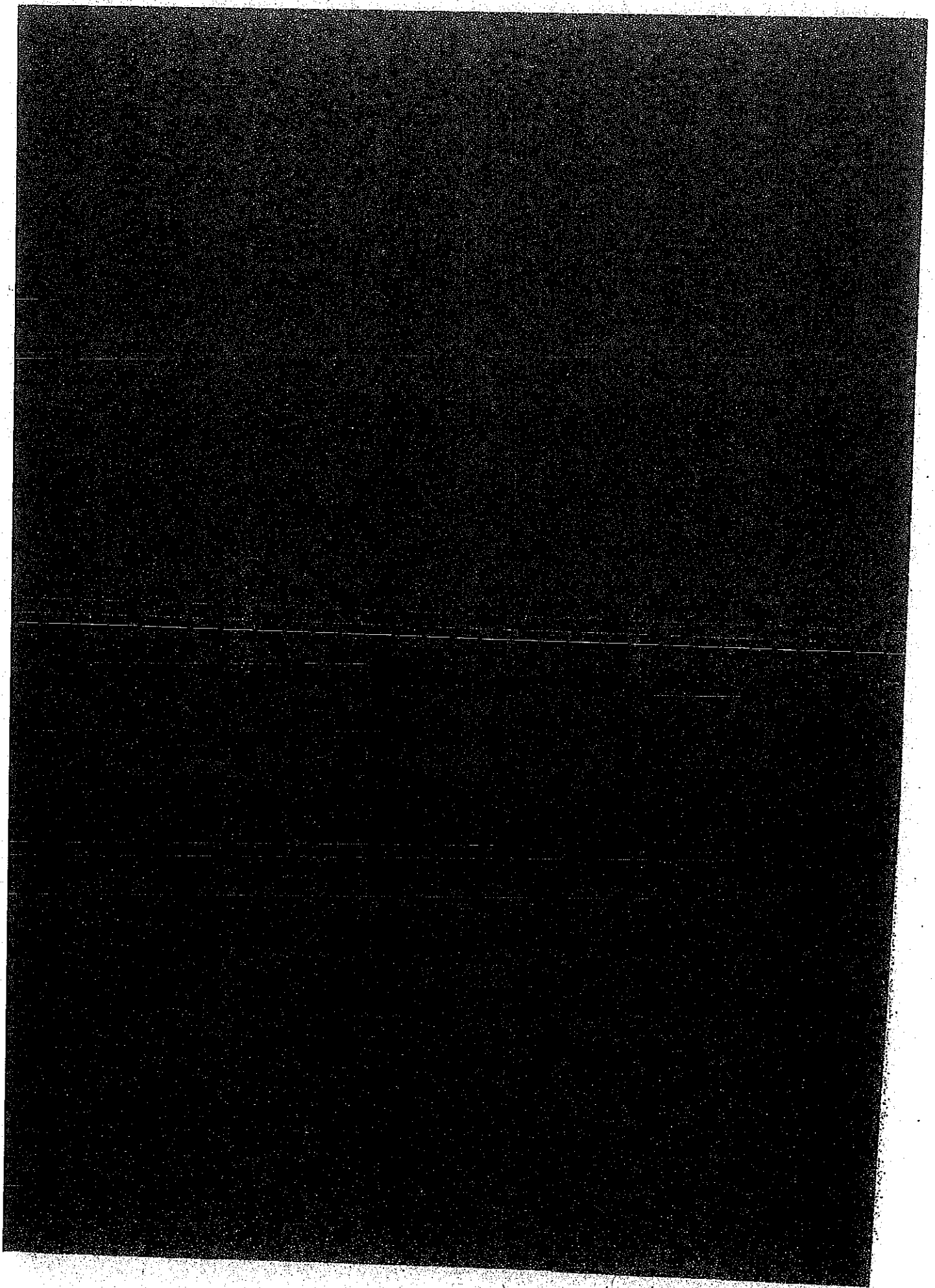
² Additional inspections required above minimum done at \$75 per additional visit

Fire Protection ^{1,2}

Fire Suppression System	Residential	Commercial
>>All Fire Suppression Systems	\$205.00	\$350.00
 Fire Alarm Systems		
>> Required or Non-Required	\$95.00	\$275.00

¹ Pricing includes 2 site inspections: (1 rough, 1 final)

² Additional inspections required above minimum done at \$75 per additional visit



APPROVAL: TOSHIBA COPIER AGREEMENT

ATTACHED IS A COPY OF THE COPIER AGREEMENT BETWEEN THE WEST DEER TOWNSHIP AND TOSHIBA.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE SIGNING OF THE COPIER AGREEMENT BETWEEN THE TOWNSHIP AND TOSHIBA AS PRESENTED.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. JORDAN	___	___	___	___

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: West Deer Township Of	Fed. Tax ID#: 25-6003343
Contact Person: Barbara Nardis	Bill-To Phone: (724) 265-3680 Bill-To Fax: (724) 265-2228
Billing Address: PO BOX 2	City, State - Zip: CHESWICK, PA 15024
Equipment Location: 109 EAST UNION ROAD (if different than above)	City, State - Zip: CHESWICK, PA 15024

TBS LOCATION

Contact Name: Matt Colaianni Location: TBS Western PA

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-STUDIO4525AC	ESTUDIO4525AC		
Toshiba e-STUDIO4525AC	ESTUDIO4525AC		

See attached form (Schedule "A") for Additional Equipment See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63	of \$ 647.00 *	Security Deposit**: \$ 0.00	<input type="checkbox"/> Received	*plus applicable taxes
Payments includes: 3,000	B&W Images per Month	Excess Images at: \$ 0.00400	* per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes: 4,500	Color Images per Month	Excess Images at: \$ 0.04000	* per Color Image	
Payments includes:	Scan Images per Month	Excess Images at: \$	* per Scan Image	
Payments includes:	B&W Print Images per Month	Excess Images at: \$	* per B&W Print Image	
Payments includes:	Color Print Images per Month	Excess Images at: \$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated.		
Excess Images billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually				

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Daniel Mator	Signature: X	Title: Township Manager	Date:
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TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement; it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (8) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Agreement if: (a) you do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(f) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(f) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-lease the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law: BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.** This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- Maintenance and Supplies Agreement ("MSA") with TBS:**
 - TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number: ("Contract")

Legal Company Name: **West Deer Township Of** ("Customer")

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Name: **Daniel Mator**

Signature: **X**

Title: **Township Manager**

Date:

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CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO4525AC (2)
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

Insurable Value: \$76,521.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry PROPERTY insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:
 Toshiba Financial Services
 1961 Hirst Drive
 Moberly, MO 65270
- Please e-mail a copy of the above-referenced Certificates of Insurance to _____, and ef.insurance.group@onlinecomments.com, referencing Application # _____ on the cover sheet, as soon as possible. If you have any questions, please contact us at: 800.828.8246, ext. 1513727.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

Daniel Mator

 Customer

 Signature

Township Manager

 Title Date

*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.

SALES PACKET NUMBER

DATE

Sales Representative: Matt Colaianni

08/12/2022

CUSTOMER INFORMATION

Customer Name: West Deer Township Of	Customer Contact: Barbara Nardis		
Billing Address: PO BOX 2	Phone #: (724) 265-3680	Ext. 223	Customer PO #:
Suite #:	Meter Contact: Jodi French		Meter Phone: (724) 265-3680 Ext. 221
City: CHESWICK	State: PA	Zip: 15024	Meter Email: jfrench@westdeertownship.com

METER COLLECTION CHOICES:

Let your printers and copiers do the reporting for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: Yes No

Upon receipt of first TFS Lease invoice, visit www.onlinemyaccounts.com or call 1-888-422-6485 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

PDF copy of invoice sent to email listed below

Invoice Portal Access:

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: bnardis@westdeertownship.com

CUSTOMER ACCEPTANCE:

Print Name: Daniel Mator

Signature: _____

Title: Township Manager

Date: _____

TOSHIBA

BUSINESS SOLUTIONS

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

Sales Representative: Matt Colaianni

SALES PACKET NUMBER

EFFECTIVE DATE

08/12/2022

CUSTOMER INFORMATION

Customer Name: West Deer Township Of	Customer Contact: Barbara Nardis		
Billing Address: PO BOX 2	Phone #: (724) 265-3680	Ext. 223	Customer PO #:
Address 2:	IT Contact: Jodi French		IT Phone #: (724) 265-3680
City: CHESWICK	State: PA	Zip: 15024	eMail: jfrench@westdeertownship.com

CONNECTIVITY OPTIONS (Check All That Apply)

OPTION A: Network Administrator Integration and Training FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

OPTION B: Custom Network Integration - Variable / Additional Charges

Qty	Charge	Unit Description
		Device
		Workstation
		Workstation
		Workstation
		Scanning Template
		Scanning Template
		Initial Setup
		Scanning Template
		Hour Until Completion
		Scanning Template
		Fax Destination
		Fax Destination
		Initial Setup
		Destination
		Hour Until Completion
		Destination
		10 User Codes
		Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: _____ Signature: X Title: _____ Date: _____

DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name: _____ Signature: X Title: _____ Date: _____

TBS ACCEPTANCE

Print Name: _____ Signature: X Title: _____ Date: _____

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

TOSHIBA

BUSINESS SOLUTIONS

REMOVAL REPORT

RR-2.0.0

SALES PACKET NUMBER	DATE
	08/12/2022

Sales Representative: Matt Colaianni

Customer Name: West Deer Township Of

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS					
Physical Location: Township Office					
Address: 109 EAST UNION ROAD			Phone #: (724) 265-3680	Ext. 221	Fax #: (724) 265-2228
Address 2:			Contact: Jodi French		
City: CHESWICK	State: PA	Zip: 15024	email: jfrench@westdeertownship.com		
Leasing Company: Toshiba Financial Services	Lease #: 450-7223064-009	Make/Model: Toshiba e-STUDIO4505AC	EOL Option: Basic		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCFHG42060	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO4525AC			

Physical Location: Police Department					
Address: 109 EAST UNION ROAD			Phone #: (724) 265-3680	Ext. 221	Fax #: (724) 265-2228
Address 2:			Contact: Jodi French		
City: CHESWICK	State: PA	Zip: 15024	email: jfrench@westdeertownship.com		
Leasing Company: Toshiba Financial Services	Lease #: 450-7223064-009	Make/Model: Toshiba e-STUDIO4505AC	EOL Option: Basic		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCFHG42013	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO4525AC			

Physical Location:					
Address:			Phone #:	Ext.:	Fax #:
Address 2:			Contact:		
City:	State:	Zip:	email:		
Leasing Company:	Lease #:	Make/Model:	EOL Option:		
Removal Type:	Disposition:	Serial #:	EOL Charge:		
Buyout Type:	Paid By:	Replaced By:			

Physical Location:					
Address:			Phone #:	Ext.:	Fax #:
Address 2:			Contact:		
City:	State:	Zip:	email:		
Leasing Company:	Lease #:	Make/Model:	EOL Option:		
Removal Type:	Disposition:	Serial #:	EOL Charge:		
Buyout Type:	Paid By:	Replaced By:			

Special Instructions:	
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SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.
By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Daniel Mator	Signature: X	Title: Township Manager	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal

Addendum to Agreement # _____ and any future supplements/schedules thereto, between West Deer Township Of, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title
Date

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

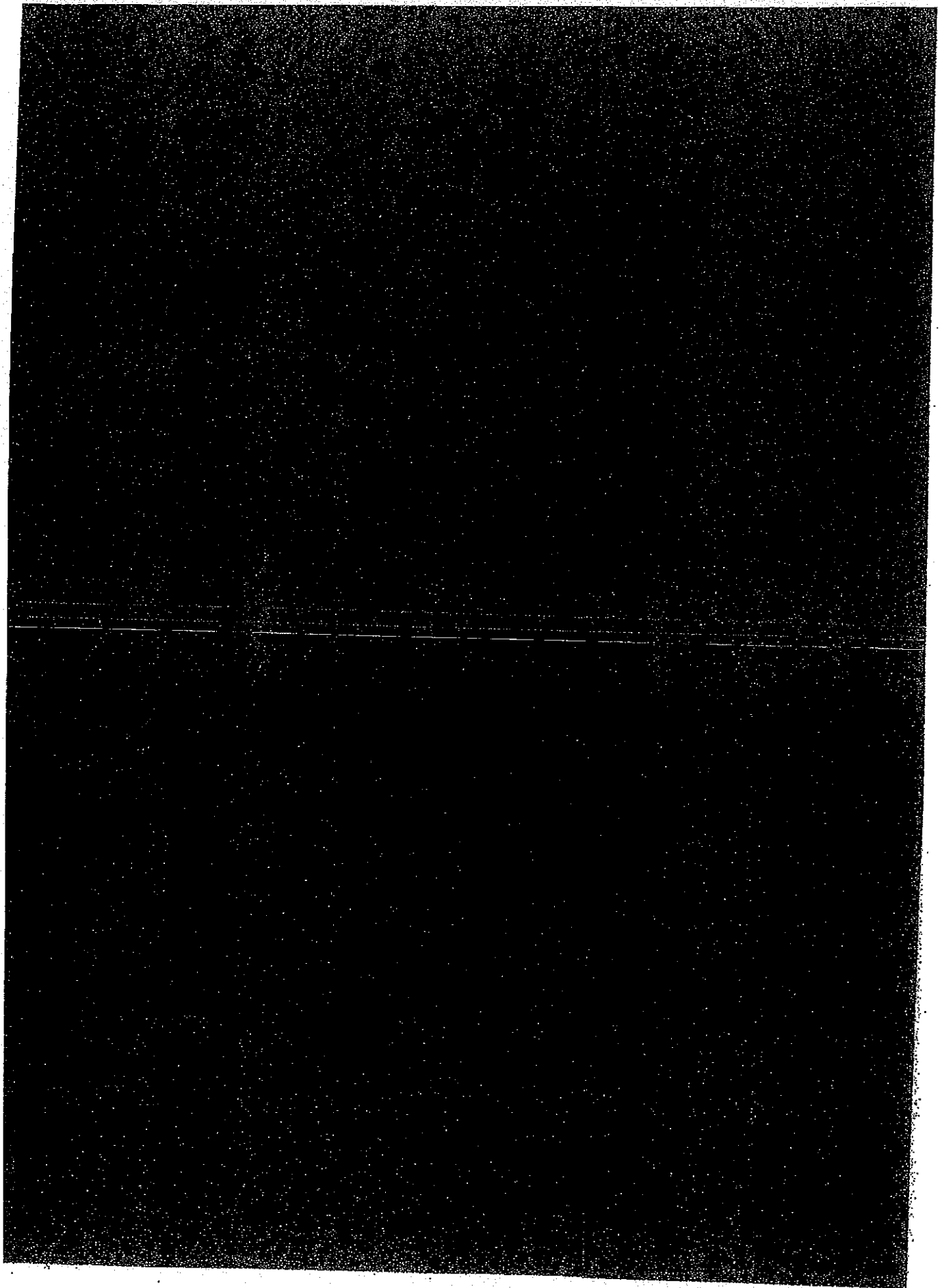
Daniel Mator

Customer

Signature

Township Manager
Title
Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. XXX
(PROPERTY MAINTENANCE ORDINANCE)

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 166 OF THE TOWNSHIP CODE ENTITLED "PROPERTY MAINTENANCE" BY ADOPTING THE PROVISIONS OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE – AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL – AS PART OF THE WEST DEER TOWNSHIP CODE.

(ORDINANCE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. XXX AMENDING CHAPTER 166 OF THE TOWNSHIP CODE.

	MOTION	SECOND	AYES	NAYES
DR. MANN	—	—	—	—
MR. SMULLIN	—	—	—	—
MR. FREY	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—

**WEST DEER TOWNSHIP
ALLEGHENY COUNTY, PENNSYLVANIA**

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 166 OF THE TOWNSHIP CODE ENTITLED "PROPERTY MAINTENANCE" BY ADOPTING THE PROVISIONS OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE – AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL – AS PART OF THE WEST DEER TOWNSHIP CODE

WHEREAS, the West Deer Township Board of Supervisors ("Board of Supervisors") deems it to be in the best interest of the residents of the Township to prohibit the unreasonable, unwarrantable, or unlawful use of private or public property which causes injury, damage, inconvenience, annoyance, or discomfort to the person or property of others within the Township; and

WHEREAS, the Board of Supervisors has determined that it would further the health, safety, and welfare of the residents of the Township to adopt the 2021 International Property Maintenance Code, which has been published by the International Code Council, reflecting new, revised, and more appropriate regulations regarding the maintenance of property; and

WHEREAS, the Board of Supervisors, after review of the 2021 International Property Maintenance Code, desires to adopt the provisions of the 2021 International Property Maintenance Code.

NOW THEREFORE, THE TOWNSHIP OF WEST DEER HEREBY ORDAINS, by and through its Board of Supervisors, as follows:

Section 1: Adoption

Chapter 166 of the Township Code of Ordinances entitled "Property Maintenance" is amended by adding a new section, Section 166-7, to read as follows:

**CHAPTER 166-7: ADOPTION OF 2021 INTERNATIONAL
PROPERTY MAINTENANCE CODE**

The Township of West Deer, Allegheny County, Commonwealth of Pennsylvania, does hereby adopt the Code known as the "International Property Maintenance Code," 2021 version, as published by the International Code Council as the International Property Maintenance Code. Copies of the 2021 International Property Maintenance Code are presently on file in the West Deer Township Office located at 109 East Union Road, Cheswick, PA 15024, and are hereby adopted as though fully set forth at length herein with the insertions, deletions, and revisions, prescribed as follows:

- A. Section 101.1. Insert: "Township of West Deer"
- B. Section 103.1. Insert: "Township Code Enforcement Department"
- C. Section 302.4. Insert: "eight (8) inches"
- D. Section 304.14. Insert: "May 1 to October 15"
- E. Section 602.3. Insert: "September 1 to May 31"
- F. Section 602.4. Insert: "September 1 to May 31"

Section 2: Administration

The Township, through its Board of Supervisors, shall be empowered by resolution to prepare and adopt such rules and regulations as may be necessary to implement the provisions of this Ordinance.

Section 3. Severability

If a final decision of a court of competent jurisdiction holds any provision of this Ordinance or the application of any provision of this Ordinance to any circumstance to be illegal or unconstitutional, the other provisions of this Ordinance and the application of such provisions to other circumstances shall remain in full force and effect.

Section 4. Effective Date / Repealer

This Ordinance shall become effective immediately upon enactment and any and all ordinances and/or resolutions, or parts thereof, conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED this 21st day of September, 2022.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Beverly S. Jordan, Chairperson
Board of Supervisors

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on the 21st day of September 2022, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of the Pennsylvania Sunshine Act by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is five; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes

No

Abstain

Absent

Beverly S. Jordan, Chairperson

Shirley Hollibaugh, Vice Chairperson

Vernon Frey

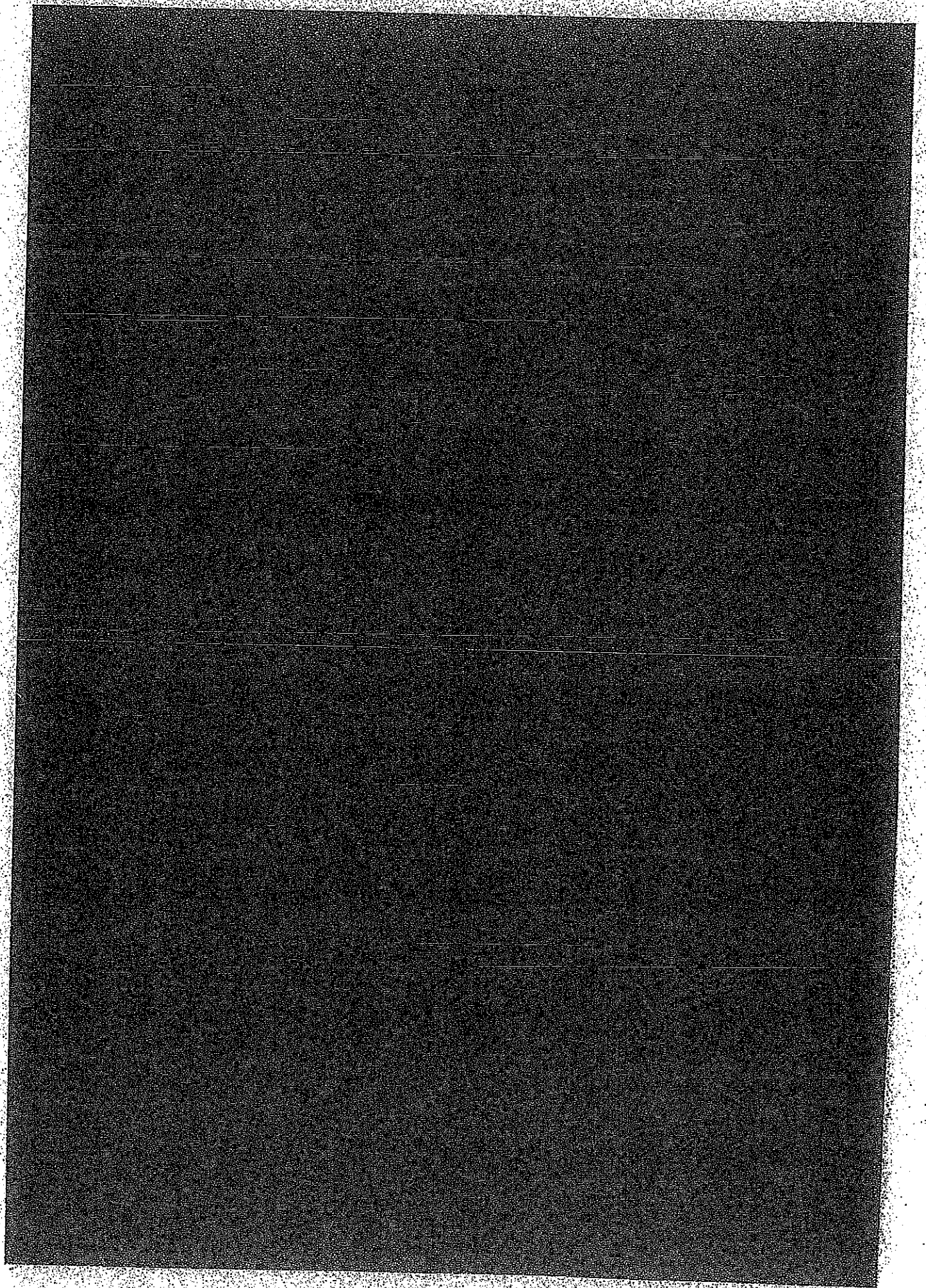
James Smullin

WITNESS my hand and the seal of the Township on this 21st day of September 2022.

[SEAL]

By: _____

Daniel Mator
Township Manager



AUTHORIZATION: HIRING OF TEMPORARY CODE ENFORCEMENT OFFICER

WITH A TEMPORARY VACANCY EXISTING IN THE CODE ENFORCEMENT OFFICER POSITION, THE TOWNSHIP MANAGER – UPON THE RECOMMENDATION OF PCS – ADVISES THE HIRING OF JOSEPH BOEHM TO PROVIDE THE SERVICE.

A SATISFACTORY BACKGROUND CHECK WAS PERFORMED ON THE APPLICANT.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO HIRE JOSEPH BOEHM AS A PART-TIME, TEMPORARY CODE ENFORCEMENT OFFICER.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

AWARD: 2022 GUIDERAIL PROGRAM

THE FOLLOWING QUOTES WERE RECEIVED FOR THE GUIDERAIL PROJECT TO FURNISH AND INSTALL GUIDERAILS ON: LICK ROAD, GLASGOW ROAD, AND FORD STREET.

(QUOTES ATTACHED).

<u>BIDDERS</u>	<u>TOTAL</u>
1) FENCE BY MAINTENANCE SERVICE	\$16,362.00
2) ALLEGHENY FENCE	\$19,450.00
3) GREEN ACRES CONTRACTING	\$27,264.00

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE GUIDERAIL PROJECT TO FENCE BY MAINTENANCE SERVICE IN THE AMOUNT OF \$16,362.00 FOR LICK ROAD, GLASGOW ROAD, AND FORD STREET.

	MOTION	SECOND	AYES	NAYES
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. JORDAN	___	___	___	___

Subject: Guiderail Quotes

Date: Thursday, August 11, 2022 at 9:03:15 AM Eastern Daylight Time

From: Scott Shoup

To: Daniel Mator

CC: Kevin Olar

Daniel,

I have received three quotes for guiderail work for this year, as follows:

Fence By Maintenance Service

Base Bid: Lick Road (425'), Glasgow Road (112.5') and Ford Street (175') - \$16,362.00

Alternate 1: Donaldson Road (250') - \$6,696.00

Alternate 2: Donaldson Road (250') - \$6,696.00

Allegheny Fence

Base Bid: Lick Road (425'), Glasgow Road (112.5') and Ford Street (175') - \$19,450.00

Alternate 1: Donaldson Road (250') - \$7,550.00

Alternate 2: Donaldson Road (250') - \$7,550.00

Green Acres Contracting

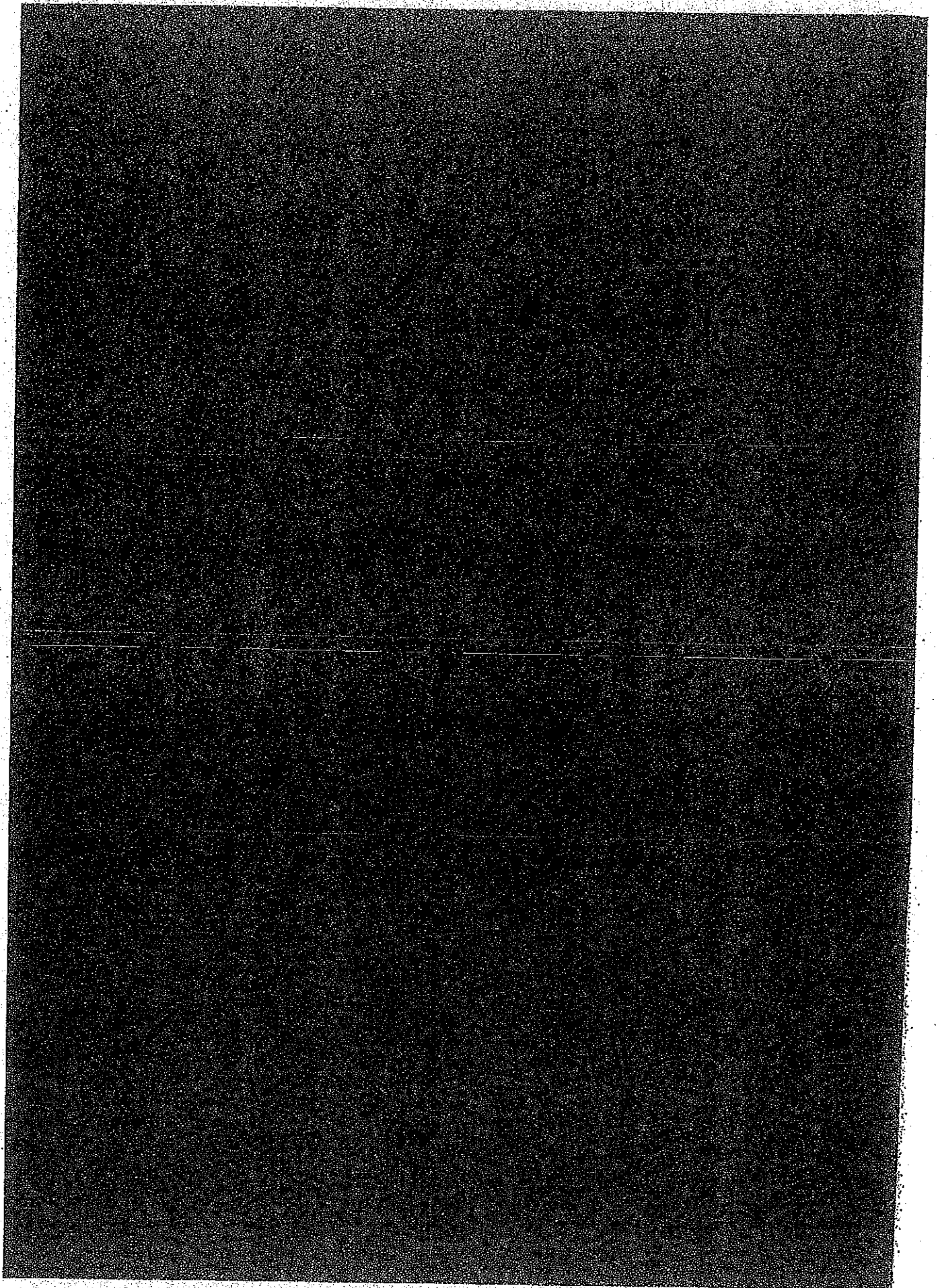
Base Bid: Lick Road (425'), Glasgow Road (112.5') and Ford Street (175') - \$27,264.00

Alternate 1: Donaldson Road (250') - \$9,550.50

Alternate 2: Donaldson Road (250') - \$9,550.50

Thanks,

Scott Shoup, P.E.
Shoup Engineering Inc.
329 Summerfield Drive
Baden PA 15005
724-869-9560



DISCUSSION: CHARTER REVISIONS

MR. MATOR AND MR. ROBB...

DISCUSSION: DRAFT ZONING ORDINANCE

MR. ROBB AND MR. MATOR...

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. JORDAN	___	___	___	___