

WEST DEER TOWNSHIP SUPERVISORS MEETING



January 20, 2021

6:30pm: Executive Session

7:00pm: Regular Business Meeting

Members present:

| | |
|-----------------|-------|
| Mr. Forbes | _____ |
| Mrs. Hollibaugh | _____ |
| Mrs. Jordan | _____ |
| Dr. Mann | _____ |
| Mr. Karpuzi | _____ |

WEST DEER TOWNSHIP
Board of Supervisors
January 20, 2021

6:30 pm: Executive Session
7:00 pm: Regular Business Meeting

1. Call to Order
2. Roll Call
3. Executive Session Held
4. Comments from the Public
5. Chairman's Remarks
6. Accept Minutes
7. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
8. Police Chief's Report
9. Public Works Foreman's Report
10. Engineer's Report
11. Building Inspector/Code Enforcement Officer's Report
12. Parks and Recreation Board Report
13. CDC Steering Committee Report
14. 2021 Board Appointments
 - A – Deer Creek Drainage Basin Authority – 2
 - B – Planning Commission – 2
 - C – Zoning Hearing Board – 1
 - D – Parks & Recreation -- 1
15. Adoption – Resolution No. 2021-1 (COVID Policy Resolution)
16. Adoption – Ordinance No. 439 (Verizon Cable Franchise Agreement)
17. Adoption – Ordinance No. 440 (Parking Ordinance)
18. Authorization: Advertisement – Ordinance No. 441 (Deer Lakes Youth Baseball Lease)
19. Authorization: Advertisement – Ordinance No. 442 (Deer Lakes Youth Football Lease)
20. Authorization: Advertisement – Ordinance No. 443 (Deer Lakes Youth Lacrosse Lease)
21. Authorization: Advertisement – Ordinance No. 444 (Deer Lakes Youth Soccer Lease)
22. Authorization: Advertisement – Ordinance No. 445 (Deer Lakes Youth Softball Lease)
23. Authorization: Advertisement – Pension Plan Request for Proposal (RFP)
24. Authorization: Drafting and Advertisement – Building Feasibility Study RFP
25. Authorization: Drafting and Advertisement – Human Resources Consultant RFP
26. Discussion: Zoning Hearing Board Alternates
27. Old Business
28. New Business
29. Adjournment

1 Call to Order

2 Roll Call

- Mr. Mator

3 Executive Session Held

- 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.

CHAIRMAN'S REMARKS

MR. KARPUI.....

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE DECEMBER 16, 2020 AND JANUARY 4, 2021 MEETINGS.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE DECEMBER 16, 2020 AND JANUARY 4, 2021 MEETINGS AS PRESENTED.

MOTION SECOND AYES NAYES

| | | | | |
|-----------------|-------|-------|-------|-------|
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MR. KARPUZI | _____ | _____ | _____ | _____ |

The West Deer Township Board of Supervisors held their Reorganization Meeting at the West Deer Township Municipal Building. Members present: Arlind Karpuzi; Shirley Hollibaugh; Beverly Jordan; Brandon Forbes; and Jennifer Mann. Also present were: Daniel J. Mator, Jr., Township Manager; Barbara Nardis, Finance Officer; and Jon Lape, Chief of Police.

Mr. Mator opened and welcomed everyone to the Reorganization Meeting.

Roll Call taken by Mr. Mator – Quorum present.

NOMINATE AND ELECT CHAIRPERSON FOR THE YEAR 2021

Nominations opened for Chairperson:

- Supervisor Shirley Hollibaugh nominated Arlind Karpuzi.

No other nominations. Nominations closed.

A roll call vote was taken to appoint the 2021 Chairperson of the West Deer Township Board of Supervisors. Members voting for Mr. Karpuzi: Mrs. Hollibaugh; Mrs. Jordan; Mr. Forbes; and Dr. Mann. Member abstaining: Mr. Karpuzi. Motion carried: 4-yes, 0-no, 1-abstention.

2021 Chairperson – Arlind Karpuzi

Arlind Karpuzi thanked the Board.

NOMINATE AND ELECT VICE CHAIRPERSON FOR THE YEAR 2021

Nominations opened for Vice Chairperson:

- Supervisor Shirley Hollibaugh nominated Beverly Jordan

No other nominations. Nominations closed.

A roll call vote was taken to appoint a nominee as 2021 Vice Chairperson of the West Deer Township Board of Supervisors. Members voting for Mrs. Jordan: Mrs. Hollibaugh; Mr. Forbes; Dr. Mann; and Mr. Karpuzi. Member abstaining: Mrs. Jordan. Motion carried: 4-yes, 0-no, 1-abstention.

2021 Vice Chairperson – Beverly Jordan

Mrs. Jordan thanked the Board.

APPOINTMENT: TOWNSHIP AUDITOR

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Jordan to appoint Mark C. Turnley, Certified Public Accountant, as the Township Auditor of West Deer Township for the Year 2021. Motion carried unanimously 5-0.

FURNISH BONDS

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to furnish bonds for the Township Manager and the Administrative personnel for the Year 2021. The bonds will be paid from the General Fund. Motion carried unanimously 5-0.

RE-ESTABLISH ROBERT'S RULES OF ORDER

Mr. Mator informed the Board that Mr. Gavin Robb, Township Solicitor, advised this motion to be removed from future Reorganization Meetings, for it is not required.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to re-establish the Robert's Rules of Order for the Year 2021. Motion carried unanimously 5-0.

DEPOSITORY FOR FUNDS

MOTION BY Supervisor Mann and SECONDED BY Supervisor Jordan to designate PNC Bank and PLGIT (PA Local Government Investment Trust) as depositories for the Township funds for the Year 2021. Motion carried unanimously 5-0.

FACSIMILE SIGNATURE

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to authorize the use of the facsimile stamp signature on all of the West Deer Township accounts. Motion carried unanimously 5-0.

SET MONTHLY MEETING DATE AND TIME

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Mann to set the Township meeting on the third Wednesday of each month at 7:00 p.m. for the year 2021 and Executive Session at 6:30 p.m., as needed, and to advertise in accordance with applicable laws. Motion carried unanimously 5-0.

APPOINTMENT: DELEGATE AND ALTERNATE TO THE NORTH HILLS COUNCIL OF GOVERNMENTS FOR THE YEAR 2021

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Jordan to appoint Arlind Karpuzi as the Delegate to the North Hills Council of Governments for the Year 2021. A roll call vote was taken. Members voting for Mr. Karpuzi: Mrs. Hollibaugh; Mrs. Jordan; Mr. Forbes; and Dr. Mann. Member abstaining: Mr. Karpuzi. Motion carried: 4-yes, 0-no, 1-abstention.

DELEGATE: Arlind Karpuzi

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Mann to appoint Brandon Forbes as the Alternate Delegate to the North Hills Council of Governments for the Year 2021. Motion carried unanimously 5-0.

ALTERNATE: Brandon Forbes

APPOINTMENT: DELEGATE AND ALTERNATE TO THE ALLEGHENY COUNTY ASSOCIATION OF TOWNSHIP OFFICIALS

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Mann to appoint Shirley Hollibaugh as the Voting Delegate to the Allegheny County Association of Township Officials for the Year 2021. Motion carried unanimously 5-0.

DELEGATE: Shirley Hollibaugh

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Mann to appoint Beverly Jordan as the Voting Alternate Delegate to the Allegheny County Association of Township Officials for the Year 2021. Motion carried unanimously 5-0.

ALTERNATE: Beverly Jordan

APPOINTMENT: DELEGATE AND ALTERNATE TO THE ALLEGHENY NORTH TAX COLLECTION COMMITTEE

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to appoint Daniel Mator as Delegate to the Allegheny North Tax Collection Committee for the Year 2021. Motion carried unanimously 5-0.

DELEGATE: Daniel Mator

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Jordan to appoint Jennifer Mann as Alternate to the Allegheny North Tax Collection Committee for the Year 2021. Motion carried unanimously 5-0.

ALTERNATE: Jennifer Mann

CONFERENCES

The Allegheny County Association of Township Officials 2021 Conferences are held in the spring and fall.

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Jordan to authorize the Board members to attend the spring and fall conferences of the Allegheny County Association of Township Officials and expenses to be reimbursed for the Board members. Motion carried unanimously 5-0 .

APPLICANTS: BOARD VACANCIES

As of 31 December 2020, there are vacancies on the Deer Creek Drainage Basin Authority, Planning Commission, Zoning Hearing Board, and the Parks & Recreation Board. The Township advertised for all of the vacancies, and all applicants were invited to attend the Board's meeting to present any information they would like the Board to consider during their selection at the Regular Business Meeting.

DEER CREEK DRAINAGE BASIN AUTHORITY (TWO APPOINTMENTS)

In 2020, West Deer Township had four members and Indiana Township had five members serve on the Deer Creek Drainage Basin Authority.

In 2021, West Deer Township will have five members and Indiana Township will have four members serve on the Deer Creek Drainage Basin Authority.

Due to the unfortunate passing of member, David Trocki, the Board of Supervisors must appoint a person to fill Mr. Trocki's unexpired term, which expires 31 December 2023.

The Township received four letters of interest from the following residents:

- 1.) Daniel Loughlin
- 2.) Richard Parks
- 3.) Susan Pastura
- 4.) Geno Stello

All four applicants attended the meeting and spoke on their candidacy.

PLANNING COMMISSION (TWO APPOINTMENT)

Two members' terms expired on 31 December 2020: Katharine M. Rojik and Robert S. Bechtold. Ms. Rojik and Mr. Bechtold requested reappointment.

The Township did not receive any other letters of interest.

Ms. Rojik was not in attendance.

Mr. Bechtold attended the meeting and spoke on his candidacy.

ZONING HEARING BOARD (ONE APPOINTMENT)

One members' term expired on 31 December 2020: Scott Woloszyk. Mr. Woloszyk requested reappointment.

The Township did not receive any other letters of interest.

Mr. Woloszyk attended the meeting and spoke on his candidacy.

PARKS & RECREATION BOARD (ONE APPOINTMENT)

One members' term expired on 31 December 2020: Amy Stark. Mrs. Stark requested reappointment.

The Township did not receive any other letters of interest.

Mrs. Stark attended the meeting and spoke on her candidacy.

NEW BUSINESS

- Mr. Forbes suggested extending the Paid Leave Policy - under the Families First Coronavirus Response Act – for Township employees which had expired on 31 December 2020. He reported that Allegheny County had extended paid leave for their employees through the end of March. Mr. Forbes asked if the Board would be open to Mr. Mator contacting Mike Palombo and researching this option further.

Dr. Mann and Mr. Karpuzi agreed.

Mr. Mator informed the Board the extension was already discussed with Mike Palumbo, and that he would both get them a memo detailing the Policy, and place the Resolution on the next Regular Business Meeting agenda.

ADJOURNMENT

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Mann to adjourn the reorganization meeting at 7:05 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator, Township Manager

Members present at the Regular Business Meeting: Arlind Karpuzi, Chairperson; Shirley Hollibaugh, Vice Chair; Brandon Forbes; Beverly Jordan; and Dr. Mann. Also present were: Daniel Mator, Township Manager; Gavin Robb, Township Solicitor; and Scott Shoup, Township Engineer.

OPEN REGULAR BUSINESS MEETING

Chairman Karpuzi opened and welcomed everyone to the meeting.

Roll Call taken by Mr. Mator – Quorum present.

COMMENTS FROM THE PUBLIC

- None

2021 FINAL BUDGET

The Real Estate Tax millage will remain at 2.99 mils for the 2021 Tax Year.

GENERAL FUND BUDGET

| | |
|---------------|-----------------|
| Revenues: | \$ 7,166,529.14 |
| Expenditures: | \$ 7,166,529.14 |

STREET LIGHTING FUND BUDGET

| | |
|---------------|--------------|
| Revenues: | \$ 91,314.00 |
| Expenditures: | \$ 75,865.70 |

FIRE TAX FUND BUDGET

| | |
|---------------|---------------|
| Revenues: | \$ 198,000.00 |
| Expenditures: | \$ 198,000.00 |

CAPITAL RESERVE FUND BUDGET

| | |
|---------------|---------------|
| Revenues: | \$ 20,000.00 |
| Expenditures: | \$ 301,500.00 |

LIQUID FUELS FUND BUDGET

| | |
|---------------|---------------|
| Revenues: | \$ 401,184.22 |
| Expenditures: | \$ 510,000.00 |

OPERATING RESERVE FUND BUDGET

| | |
|---------------|---------------|
| Revenues: | \$ 1,000.00 |
| Expenditures: | \$ 777,111.11 |

RESOLUTION NO. 2020-16
A RESOLUTION ADOPTING THE 2021 BUDGET OF
THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, PENNSYLVANIA.

Mr. Karpuzi stated that he was proud of the 2021 Budget, and was excited to move into the New Year.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2020-16 – the 2021 Budget. Motion carried unanimously 5-0.

CHAIRMAN'S REMARKS

- Chairman Karpuzi pointed out that the year 2020 had been unique and challenging. He outlined the Boards' highlights for the year.
- Chairman Karpuzi commented that he is looking forward to the new year.

ACCEPT MINUTES

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Jordan to accept the minutes of the 18 November 2020 meeting as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
30 November 2020

I - GENERAL FUND:

| | <u>November</u> | <u>YTD</u> | <u>% of Budget</u> |
|-----------------------------------|------------------------|-------------------|----------------------------|
| Revenues | 757,078.20 | 6,066,401.45 | 93.61% |
| Expenditures | 409,195.92 | 5,036,473.34 | 77.72% |
| Cash and Cash Equivalents: | | | |
| Sweep Account | | 1,299,610.58 | |
| | | | <u>1,299,610.58</u> |

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

 Sweep Account - Restricted 48,329.92

Fire Tax Fund:

 Sweep Account - Restricted 56,994.31

State/Liquid Fuels Fund:

 Sweep Account - Restricted 148,436.55

253,760.78

Investments:

Operating Reserve Fund:

 Sweep Account - Reserved 630,384.12

Capital Reserve Fund:

Sweep Account - Reserved

1,476,763.332,107,147.45**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**0.000.00**TOTAL CASH BALANCE 11/31/20****3,660,518.81****Interest Earned November 2020****40.55**

| | 11/1/2020 Debt Balance | November Principal Payment | 11/30/2020 Debt Balance |
|-------------------------------|-----------------------------------|---|------------------------------------|
| Mars National - VFC #3 | \$129,986.99 | \$2,607.94 | \$127,687.57 |
| NexTier Bank VFC #2 | \$410,611.07 | \$2,680.96 | \$409,255.45 |

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

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

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

NOVEMBER LIST OF BILLS

| | |
|----------------------------------|----------|
| Bearcom | 2241.87 |
| Best Wholesale Tire Co. Inc..... | 525.80 |
| Jordan Tax Service, Inc..... | 8753.37 |
| Kress Tire | 3893.72 |
| MRM Workers' Comp Fund | 20145.00 |
| Office Depot..... | 75.26 |
| Shoup Engineering Inc..... | 9002.50 |
| Toshiba Financial Services..... | 648.35 |
| Tucker/Arensberg Attorneys | 2685.50 |

MOTION BY Supervisor Forbes 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 Jon Lape was present and provided a summary report on the Police Department for the month of November 2020. Copies of the report are on file at the Township Building.

Mr. Karpuzi mentioned Chief Lape's 2020 Christmas toy drive, and expressed how astonished he was by the amount of toys that were donated.

Chief Lape reported that there were ninety-six children (from forty-five families) who received gifts this year, and the toy drive received the greatest contribution of monetary donations since the start of the program. He added that in addition to the gifts given to the families, they also received a \$50 gift card to Shop-N-Save and a \$45 shoe voucher for each child.

Chief Lape expressed his sincere thanks to all the volunteers who helped with the toy drive, as well as everyone who donated. Mr. Karpuzi concurred.

PUBLIC WORKS FOREMAN'S REPORT

Mr. Kevin Olar provided a summary report on the Public Works Department for the month of November 2020. Copies of the report are on file at the Township Building.

ENGINEER'S REPORT

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

Projects

- None

November Development/Subdivision Review

- The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:
 - Leo's Landscaping
 - Reviews of this land development plan were performed, and the latest review letter was issued on 15 October 2020.
 - McIntyre Heights
 - Reviews of this final PRD plan were performed, and the latest review letter was issued on 19 November 2020.

BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT

Mr. Bill Payne was present and provided a summary report on Code Enforcement for the month of November 2020. Copies of the report are on file at the Township Building.

CDC STEERING COMMITTEE REPORT

Mr. Majernik reported that the Committee held its first community meeting, and that in the meeting he explained the need and focus of the CDC Steering Committee. He stated the Committee was still in a recruiting mode, and that he had inquired on a Facebook post if any business owners or residents would be interested in being on the committee. He mentioned that he received messages from about fifty residents wanting to know more about the committee and/or to be involved.

More discussion was held.

ADOPTION: RESOLUTION NO. 2020-17 (APPROVAL OF THE FIREFIGHTER ROSTERS)

As per Ordinance No. 418 – which established an EIT credit for Fire and EMS volunteers – a notarized roster must be submitted to and reviewed by the Township manager, then accepted by the Board of Supervisors.

RESOLUTION NO. 2020-17

A RESOLUTION APPROVING THE VOLUNTEERS THAT APPEAR ON THE NOTARIZED LISTS
SUBMITTED BY THE FIRE CHIEFS AND VERIFIED BY THE TOWNSHIP MANAGER.

Mr. Karpuzi thanked all the firefighters for all they do.

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2020-17 approving the volunteers that appear on the notarized lists submitted by the Fire Chiefs and verified by the Township manager. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2020-18 (2021 FEE RESOLUTION)

As is a standard practice, the Township manager and department heads review fees charged by the Township through its fee schedule, and make recommendations for adjustments accordingly.

The resolution and fee schedule was attached, as was the most recent fee schedule. Recommended changes were highlighted (green) in the recommended fee schedule.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Forbes to adopt Resolution No. 2020-18 establishing the Township fees for 2021. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2020-19 (NOISE RESOLUTION SUBSTITUTION: DEER LAKES BOWL)

Resolution No. 2020-19 confirmed the Township's support of the petition to substitute the Township's Noise Ordinance No. 434 for Section 493 (34) of the Pennsylvania Liquor Code (47 P.S. § 4-493 (34)) in accordance with 40 PA. Code § 5.36

Mr. Robb summarized the request to modify the Township noise resolution.

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2020-19 confirming the Township's support of the petition to substitute the Township's Noise Ordinance. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 439 (VERIZON CABLE FRANCHISE AGREEMENT)**ORDINANCE NO. 439**

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING EXECUTION OF A CABLE
FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA, LLC

Mr. Mator stated that the Township used Cohen Law Group - whose specialty is Telecommunications Law - to draft this ordinance. He added that Cohen Law Group had negotiated with the cable franchise on behalf of the North Hills Government. He pointed out that attachment in the agenda was not the ordinance, it was just the advertisement.

MOTIONED BY Supervisor Jordan and SECONDED BY Supervisor Forbes to authorize the advertisement of Ordinance No. 439 authorizing the execution of a Cable Franchise Agreement between the Township and Verizon Pennsylvania, LLC. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 440 (PARKING ORDINANCE)

ORDINANCE NO. 440

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER PROHIBITING THE PARKING OF VEHICLES ON CERTAIN MUNICIPAL STREETS

Mr. Mator reported that over the past few years there have been issues within the residential plans with cars being parked on both sides of the street when residents have the ability to use their driveways and garages. He voiced this could cause the emergency service vehicles to have a difficult time maneuvering the streets, and stressed that snowplow trucks have barely enough space to drive-thru the plans. He pointed out that past boards have instructed the Township Administration to send letters requesting residents not park on the streets. Mr. Mator added that even with the letters sent, there are too many residents that are still not abiding by the request.

Mrs. Jordan asked what will happen if they do park on the street. Mr. Mator replied there would be a \$15 fine per incident.

Mrs. Jordan then asked if signs will be posted at every plan.

Mr. Mator explained that there will be signs at every entrance of a plan and at every major intersection. He reported Mr. Olar had signs created, but that they will not be posted until the ordinance takes effect.

Mrs. Jordan asked what would happen if residents have circumstances where they need to park on the street.

Mr. Mator explained that Chief Lape has the ability to override this Ordinance for residents. If a circumstance would arise, they would need to contact the police and request permission. He stated if it is after hours, the residents would contact 911 and the dispatcher would reach out to the police officers on duty. He reminded the public that 911 is not just an emergency number, it is also for information to be given to the police.

Mrs. Jordan emphasized no one wanted it to come to this. Mr. Mator agreed, and stressed that this is a public safety hazard. Additionally, he spoke on the possibility of damage to the residents' vehicles parked on the street by emergency vehicles.

More discussion was held.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to authorize the advertisement of Ordinance No. 440 prohibiting the parking of vehicles on certain municipal streets. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT - PENSION PLAN REQUEST FOR PROPOSAL (RFP)

THE BOARD OF SUPERVISORS DIRECTED THE TOWNSHIP MANAGER TO HAVE A REQUEST FOR PROPOSAL PREPARED FOR THE TOWNSHIP'S PENSION PLAN MANAGEMENT.

IN CONJUNCTION WITH THE COMMITTEE, THIS HAS BEEN COMPLETED.

Mr. Forbes requested the advertisement of the RFP be tabled till January's Supervisor meeting due to the Committee not being able to meet to review the request.

MOTIONED BY Supervisor Forbes and SECONDED BY Supervisor Jordan to table the advertisement of the request for proposal for the Township's Pension Plan Management as presented. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – SALE OF MACK TRUCK

Public works foreman Kevin Olar requested the Board authorize the advertisement of the sale of the following public works truck:

1999 Mack R-series 10-ton dump truck with salt spreader, and plow.

MOTIONED BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to authorize the advertisement for the sale of one 1999 Mack truck in as-is condition. Motion carried unanimously 5-0.

AUTHORIZATION: APPROVAL OF LEO'S LANDSCAPING DEVELOPMENT PLAN

The applicant requested a conditional use in a Conditional Use in a Special Use Development (SU) Zoning district.

| | |
|------------------|--|
| Applicant: | Leo Landscaping – Joseph Leo |
| Location: | Gibsonia Road (State Route 910), 4.7 acres (.92 acres for construction) |
| Zoning district: | SU – Special Use |
| Request: | To construct a new building and contractor storage yard for his landscaping business |

The Planning Commission voted to recommend approval of the Leo's Landscaping Development Plan contingent upon:

1. Obtaining all Township required permits per Township standards.
2. Successfully addressing all recommendations of the Township engineer in his review dated 23 September 2020 and 15 October 2020.

The Township engineer's review letters dated 23 September 2020 and 15 October 2020 were attached.

Mr. Shoup reported the applicant had submitted the last item – elevation views - that was requested by the Township.

Mr. Karpuzi requested Mr. Leo of Leos' Landscaping to speak on the new improvements that have been added to the development plan. Mr. Leo was present and summarized what was added to improve the building to make it more presentable.

Mr. Karpuzi voiced that he wanted the plan to be a welcoming sign for any other businesses for that area.

Mrs. Jordan asked for clarification that this building would not be used for customers to come purchase items from Leo's Landscaping. Mr. Leo pointed out that it will not be. He stated that his company is not a supply company, and the supplies that will be stored on the property are for his business' use only.

More discussion was held.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Hollibaugh to authorize the final approval the Leo's Landscaping Development Plan conditioned upon the successful completion of the recommendations made by the Planning Commission and Township engineer. Motion carried unanimously 5-0.

AUTHORIZATION: APPROVAL OF MCINTYRE HEIGHTS LAND DEVELOPMENT PLAN

The applicant was seeking approval for a Land Development Plan consisting of sixty-three total homes. The Plan consisted of thirty-one detached single-family homes, thirty-two attached duplex units, and a picnic pavilion area for the residents of the development. The proposed location lay between Saddlebrook Road – A housing development consisting of quadraplex units – and shadow court that is a development consisting of single-family homes. Conditional Use approval was previously granted at the 15 April 2020 regular business meeting.

Applicant: Richland Holdings LLC
 Location: 125 McIntyre Road (1666-S-249)
 and unaddressed parcel (1666-S-160)
 approximately 39 acres
 Zoning District: R2-Semi Suburban Residential
 Request: To develop a PRD Housing Community of 63 single family homes.

The Planning Commission voted to recommend approval of the McIntyre Heights Land Development Plan contingent upon:

1. Successfully addressing all recommendations of the Township Engineer in his review dated 21 September 2020, 19 November 2020, and 10 December 2020.
2. Off street parking and islands to be maintained by the HOA.
3. Extend the right of way to Hadley Court for future connection.
4. Access for equipment and maintenance to the stormwater ponds must be shown with easements provided and the slope is not to exceed 15% and they shall not be located within the perimeter buffer.
5. Provide a variety of street trees to be included in the developer's agreement.

The Township Engineer's review letters dated 21 September 2020, 19 November 2020, and 10 December 2020 were attached.

Mr. Shoup summarized the housekeeping items that he asked be taken care of before the development plan was brought before the Board for a vote.

Mrs. Jordan asked if there were any issues that were discovered by the traffic report. Mr. Shoup confirmed there were no issues found.

MOTIONED BY Supervisor Forbes and SECONDED BY Supervisor Jordan to authorize the final approval the McIntyre Heights Development Plan conditioned upon the successful completion of the recommendations made by the Planning Commission and Township Engineer. Motion carried unanimously 5-0.

AWARD: DEMOLITION CONTRACT

After following proper procedures, the Board authorized the advertisement of the demolition of the structure located at 3-5 Oak Street.

Lot/Block # 1361-S-365
 Owner: Arlene D. Palmer

The project was advertised and sealed bids were received until 9:00 a.m. on Monday, 14 December 2020, at which time they were opened and read aloud.

| <u>Bidders</u> | <u>Total Amount</u> |
|-------------------------|---------------------|
| 1) Ron Gillette Inc. | \$7952.00 |
| 2) Eveready Contracting | \$8490.00 |

| | |
|---------------------------------------|------------|
| 3) T.A. Gall Inc. | \$9700.00 |
| 4) John Kapustik | \$10835.00 |
| 5) Minniefield Demolition Service LLC | \$13000.00 |
| 6) Massarelli Excavating & Demolition | \$16500.00 |
| 7) Aiello Enterprise | \$18129.00 |
| 8) Alpine Allegheny Inc | \$20673.00 |
| 9) Myers Demolition & Excavation | \$36785.00 |

Mr. Mator requested the demolition contract be tabled for legal reasons, and asked Mr. Robb to explain.

Mr. Robb informed the Board that there was no issue with tabling the motion. He explained that there are legal clearances that need to be addressed prior to demolition of this property. Mr. Robb reported Mr. Payne had been in contact with homeowner, mortgage company – there is a lien on the property – and insurance company. He stated the opportunity needed to be given for any to present evidence if any want to object to the demolition.

What action does the Board wish to take.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to table the Demolition Project of the property located at 3-5 Oak Street Russellton, PA 15076.

DISCUSSION: OMNIBUS ZONING CHANGES

Mr. Karpuzi reported that Planning Commission had been reviewing the current zoning ordinances to ensure they are up to date and measure up to neighboring communities. He stated that Mr. Robb is now involved with the process and asked him to explain the process.

Mr. Robb stated he received the copy of redlined ordinances – 217 pages – and asked the Board for their patience in the completion of the changes while he requested backgrounds for some of the changes.

Mr. Karpuzi acknowledged the need to be considerate and stated the Public will be kept updated.

DISCUSSION: PENSION PLAN RFP COMMITTEE

Mr. Karpuzi asked the Board to accept another member to the Pension Plan RFP Committee – Toby Kriedler – who previously asked to become more involved in the community, and who is currently the manager of a private equity firm's pension plans and investments.

Mr. Forbes supported the addition to the committee, and Mr. Karpuzi stated Mr. Kriedler will be informed.

OLD BUSINESS

Mrs. Jordan reported a meeting between herself, Mr. Mator, Mr. Olar, Mr. Shoup, Deer Lakes Youth Baseball, Deer Lakes Youth Softball, and Deer Lakes Youth Soccer at Bairdford Park to discuss any concerns with the park grounds. She stated that the youth organizations will be supplying the Township with some bids so the Board can move forward to see what help can be given.

Mrs. Jordan stated the finalization of the Deer Lakes Youth Leases should be on the Supervisors' January agenda.

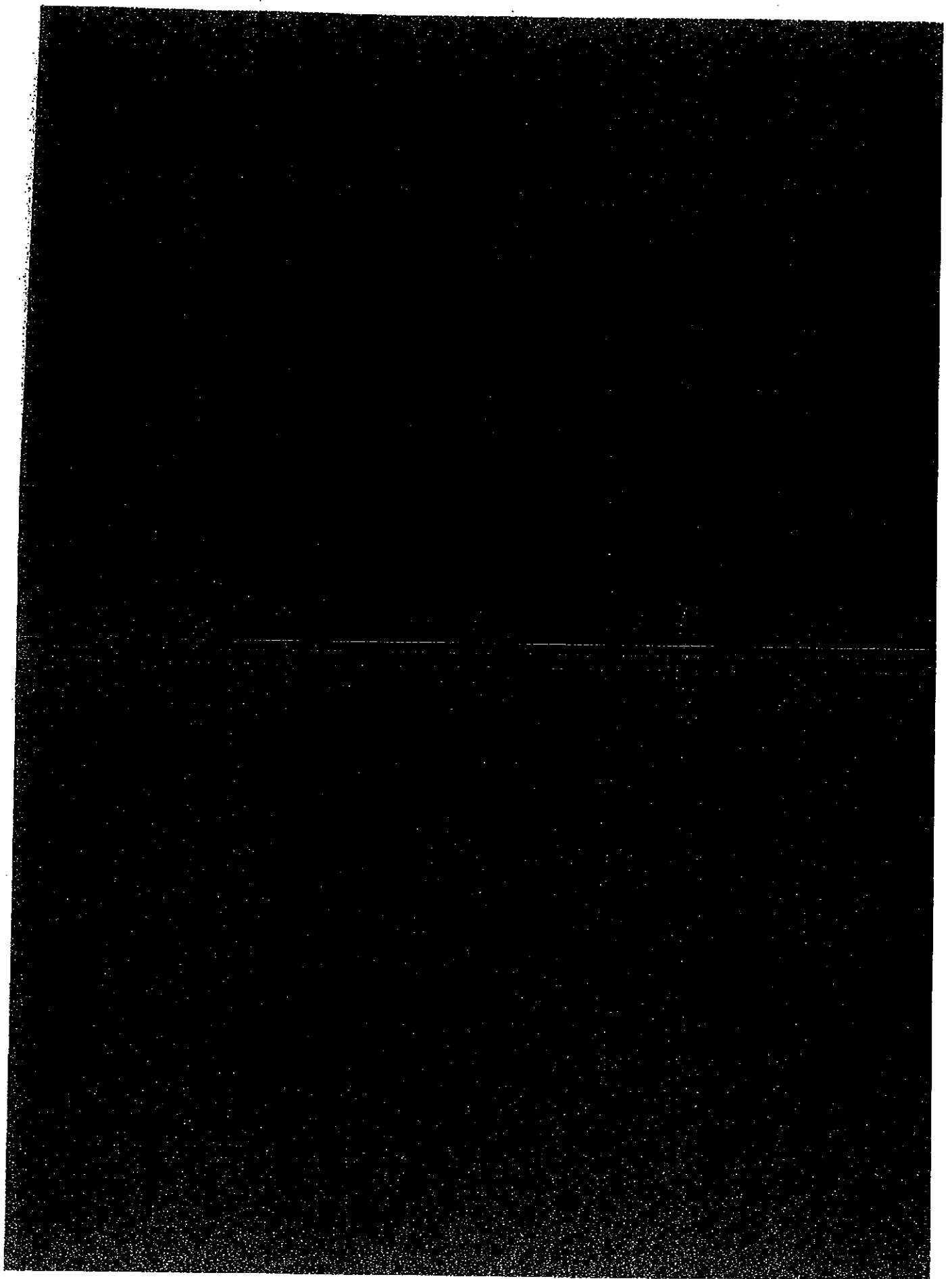
NEW BUSINESS

Mr. Karpuzi wished everyone the happiest of holidays and thanked all for a great year.

ADJOURNMENT

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Mann to adjourn the meeting at 8:07p.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

| | | | | |
|-----------------|-------|-------|-------|-------|
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

FINANCE OFFICER'S REPORT
December 31, 2020

I - GENERAL FUND:

| | <u>December</u> | <u>YTD</u> | <u>% of Budget</u> |
|--------------|------------------------|-------------------|---------------------------|
| Revenues | 359,419.37 | 6,425,820.82 | 99.16% |
| Expenditures | 1,461,603.56 | 6,498,217.23 | 100.28% |

Cash and Cash Equivalents:

Sweep Account

181,154.67

181,154.67

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

40,595.47

Fire Tax Fund:

Restricted

44,014.66

State/Liquid Fuels Fund:

Restricted

148,438.17

233,048.30

Investments:

Operating Reserve Fund:

Reserved

1,806,564.96

Capital Reserve Fund:

Reserved

1,476,832.50

3,283,397.46

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 12/31/20

3,697,600.43

Interest Earned December 2020

112.62

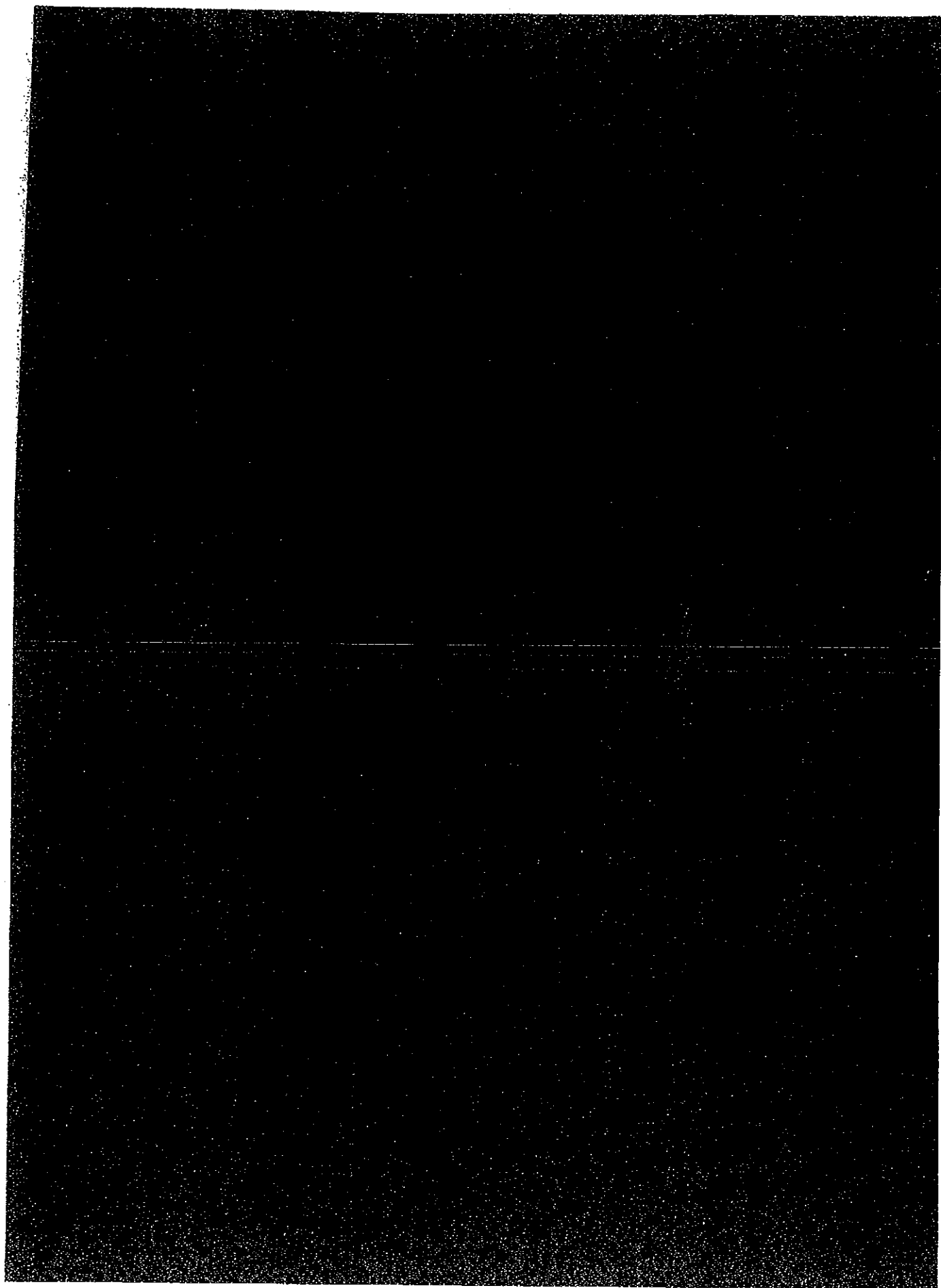
| | <u>12/1/2020</u> | <u>December</u> | <u>12/31/2020</u> |
|-------------------------------|----------------------------|-------------------------|----------------------------|
| | <u>Debt Balance</u> | <u>Principal</u> | <u>Debt Balance</u> |
| | | <u>Payment</u> | |
| Mars National - VFC #3 | 127,687.57 | \$ 2,607.94 | 125,372.23 |
| NexTier Bank VFC #2 | 409,255.45 | \$ 2,680.96 | 407,852.56 |

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

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

INTEREST EARNED - 2020

| | <u>DECEMBER</u> | <u>YTD</u> |
|------------------------------|-------------------------------|----------------------------------|
| GENERAL FUND | \$23.58 | \$281.75 |
| STREET LIGHT FUND | \$0.00 | \$0.00 |
| FIRE TAX FUND | \$1.27 | \$33.50 |
| OPERATING RESERVE | \$16.98 | \$1,055.96 |
| STATE FUND | \$1.62 | \$1,087.99 |
| CAPITAL RESERVE | <u>\$69.17</u> | <u>\$32,911.22</u> |
| TOTAL INTEREST EARNED | <u><u>\$112.62</u></u> | <u><u>\$35,370.42</u></u> |



B) LIST OF BILLS

WHAT ACTION DOES THE BOARD WISH TO TAKE?

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

MOTION SECOND AYES NAYES

| | | | | |
|-----------------|-------|-------|-------|-------|
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 10:33 am
Date: 01/12/2021
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 01/15/2021 thru 01/15/2021

| Vendor | Name/Desc | Acct#/Proj | Invoice# | Amount Due | Discount | Cancelled | Paid | Un-Paid | Check# | Check Amt. |
|---------------|------------------------------|------------|----------|------------|----------|-----------|------|----------|--------|------------|
| Name: | BEARCOM | | | 292.47 | | | | 292.47 | | |
| Name: | BEST WHOLESALE TIRE CO, INC | | | 165.90 | | | | 165.90 | | |
| Name: | HEI-WAY, LLC | | | 606.35 | | | | 606.35 | | |
| Name: | JORDAN TAX SERVICE, INC. | | | 1136.05 | | | | 1136.05 | | |
| Name: | KRESS TIRE | | | 1052.24 | | | | 1052.24 | | |
| Name: | OFFICE DEPOT | | | 383.14 | | | | 383.14 | | |
| Name: | SHOUP ENGINEERING INC. | | | 1433.50 | | | | 1433.50 | | |
| Name: | STEPHENSON EQUIPMENT, INC. | | | 231.73 | | | | 231.73 | | |
| Name: | TOSHIBA FINANCIAL SERVICES | | | 494.11 | | | | 494.11 | | |
| Name: | TRISTANI BROTHERS, INC. | | | 1160.82 | | | | 1160.82 | | |
| Name: | TUCKER/ARENSBERG ATTORNEYS | | | 3631.50 | | | | 3631.50 | | |
| Name: | WINE CONCRETE PRODUCTS, INC. | | | 2700.00 | | | | 2700.00 | | |
| FINAL TOTALS: | | | | 13287.81 | | | | 13287.81 | | |

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 10:32 am
Date: 01/12/2021
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 01/15/2021 thru 01/15/2021

| Vendor | Name/Desc | Acct#/Proj | Invoice# | Amount Due | Discount | Cancelled | paid | Un-Paid | Check# | Check Amt. |
|--------|--|-----------------|----------------------------|----------------------|------------|-----------|------|---------|--------|------------|
| 00674 | BEARCOM POL: Radio Equip Maint | 410.328 0121 | 5132783 01/04/2021 | 235.00 01/15/2021 | 01/05/2021 | | | 235.00 | N | |
| 00674 | BEARCOM Road: Radio Equip Maint | 430.327 0121 | 5132842 01/04/2021 | 57.47 01/15/2021 | 01/05/2021 | | | 57.47 | N | |
| | Name: BEARCOM | | | 292.47 | | | | 292.47 | | |
| 00553 | BEST WHOLESale TIRE Police: Car #31-Inspection | 410.374 1220 | 19231 12/21/2020 | 122.95 01/15/2021 | 01/05/2021 | | | 122.95 | N | |
| 00553 | BEST WHOLESale TIRE Police: Car #30-Oil change/fill | 410.374 1220 | 19276 12/29/2020 | 42.95 01/15/2021 | 01/05/2021 | | | 42.95 | N | |
| | Name: BEST WHOLESale TIRE CO, INC | | | 165.90 | | | | 165.90 | | |
| 00005 | HEI-WAY, LLC Road: Cold Patch | 430.372 0121 | 10105004 01/06/2021 | 191.74 01/15/2021 | 01/11/2021 | | | 191.74 | N | |
| 00005 | HEI-WAY, LLC Road: Cold Patch | 430.372 0121 | 10107008 01/08/2021 | 172.07 01/15/2021 | 01/11/2021 | | | 172.07 | N | |
| 00005 | HEI-WAY, LLC Road: Cold Patch | 430.372 1220 | 1207005 12/08/2020 | 242.54 01/15/2021 | 12/10/2020 | | | 242.54 | N | |
| | Name: HEI-WAY, LLC | | | 606.35 | | | | 606.35 | | |
| 00106 | JORDAN TAX SERVICE, certifying for liens-14 claims | 403.140 1220 | 12-20-149 12/31/2020 | 980.00 01/15/2021 | 01/07/2021 | | | 980.00 | N | |
| 00106 | JORDAN TAX SERVICE, Delinquent R E Tax Commission | 403.140 1220 | 12-C-#74 12/14/2020 | 156.05 01/15/2021 | 12/17/2020 | | | 156.05 | N | |
| | Name: JORDAN TAX SERVICE, INC. | | | 1136.05 | | | | 1136.05 | | |
| 00362 | KRESS TIRE Road: Ford F550-2 wheels | 430.374 1220 | 10149-8 12/22/2020 | 350.00 01/15/2021 | 12/23/2020 | | | 350.00 | N | |
| 00362 | KRESS TIRE Police: CAR #31-TIRES | 410.374 1220 | 10149-9 12/22/2020 | 702.24 01/15/2021 | 01/06/2021 | | | 702.24 | N | |
| | Name: KRESS TIRE | | | 1052.24 | | | | 1052.24 | | |
| 00657 | OFFICE DEPOT Office Supplies | 406.210 1220 | 138499926001 12/04/2020 | 62.78 01/15/2021 | 12/14/2020 | | | 62.78 | N | |

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 10:32 am
Date: 01/12/2021
Page: 2

By Name
Cutoff as of: 12/31/9999

Due Dates: 01/15/2021 thru 01/15/2021

| Vendor | Name/Desc | Acct#/Proj | Invoice# | Amount Due | Discount | Cancelled | Paid | Un-Paid | Check# | Check Amt. |
|----------------------------------|--|-----------------|----------------------------|---------------------------------|----------|-----------|------|---------|--------|------------|
| 00657 | OFFICE DEPOT Cleaning Supplies | 409.226 1220 | 138499926001 12/04/2020 | 39.99 01/15/2021 12/14/2020 | | | | 39.99 | N | |
| 00657 | OFFICE DEPOT Cleaning Supplies | 409.226 1220 | 138519583001 12/04/2020 | 13.50 01/15/2021 12/14/2020 | | | | 13.50 | N | |
| 00657 | OFFICE DEPOT Office Supplies | 406.210 1220 | 147327463001 12/29/2020 | 139.31 01/15/2021 01/11/2021 | | | | 139.31 | N | |
| 00657 | OFFICE DEPOT Office Supplies | 406.210 1220 | 147327553001 12/29/2020 | 106.87 01/15/2021 01/11/2021 | | | | 106.87 | N | |
| 00657 | OFFICE DEPOT cleaning Supplies | 409.226 1220 | 147327553001 12/29/2020 | 20.69 01/15/2021 01/11/2021 | | | | 20.69 | N | |
| Name: OFFICE DEPOT | | | | 383.14 | | | | 383.14 | | |
| 00830 | SHOUP ENGINEERING IN Engineering: Eastview Farms | 408.319 1220 | 21-19 12/31/2020 | 382.50 01/15/2021 01/07/2021 | | | | 382.50 | N | |
| 00830 | SHOUP ENGINEERING IN Engineering: Miscellaneous | 408.313 1220 | 21-7 12/31/2020 | 668.50 01/15/2021 01/07/2021 | | | | 668.50 | N | |
| 00830 | SHOUP ENGINEERING IN Engineering: Leto well Pad | 408.319 1220 | 21-8 12/31/2020 | 51.00 01/15/2021 01/07/2021 | | | | 51.00 | N | |
| 00830 | SHOUP ENGINEERING IN Engineering: McIntyre Heights | 408.319 1220 | 21-9 12/31/2020 | 331.50 01/15/2021 01/07/2021 | | | | 331.50 | N | |
| Name: SHOUP ENGINEERING INC. | | | | 1433.50 | | | | 1433.50 | | |
| 00074 | STEPHENSON EQUIPMENT Road: shaft spinner/coupler/ke1220 | 430.374 1220 | 18035610 12/07/2020 | 229.52 01/15/2021 12/14/2020 | | | | 229.52 | N | |
| 00074 | STEPHENSON EQUIPMENT Road: shaft spinner | 430.374 1220 | 18035659 12/08/2020 | 2.21 01/15/2021 12/14/2020 | | | | 2.21 | N | |
| Name: STEPHENSON EQUIPMENT, INC. | | | | 231.73 | | | | 231.73 | | |
| 00577 | TOSHIBA FINANCIAL SE Lease & Maintenance of Copiers | 406.261 1220 | 5013186005 12/21/2020 | 249.17 01/15/2021 12/28/2020 | | | | 249.17 | N | |
| 00577 | TOSHIBA FINANCIAL SE Lease & Maintenance of Copiers | 410.261 1220 | 5013186005 12/21/2020 | 244.94 01/15/2021 12/28/2020 | | | | 244.94 | N | |
| Name: TOSHIBA FINANCIAL SERVICES | | | | 494.11 | | | | 494.11 | | |

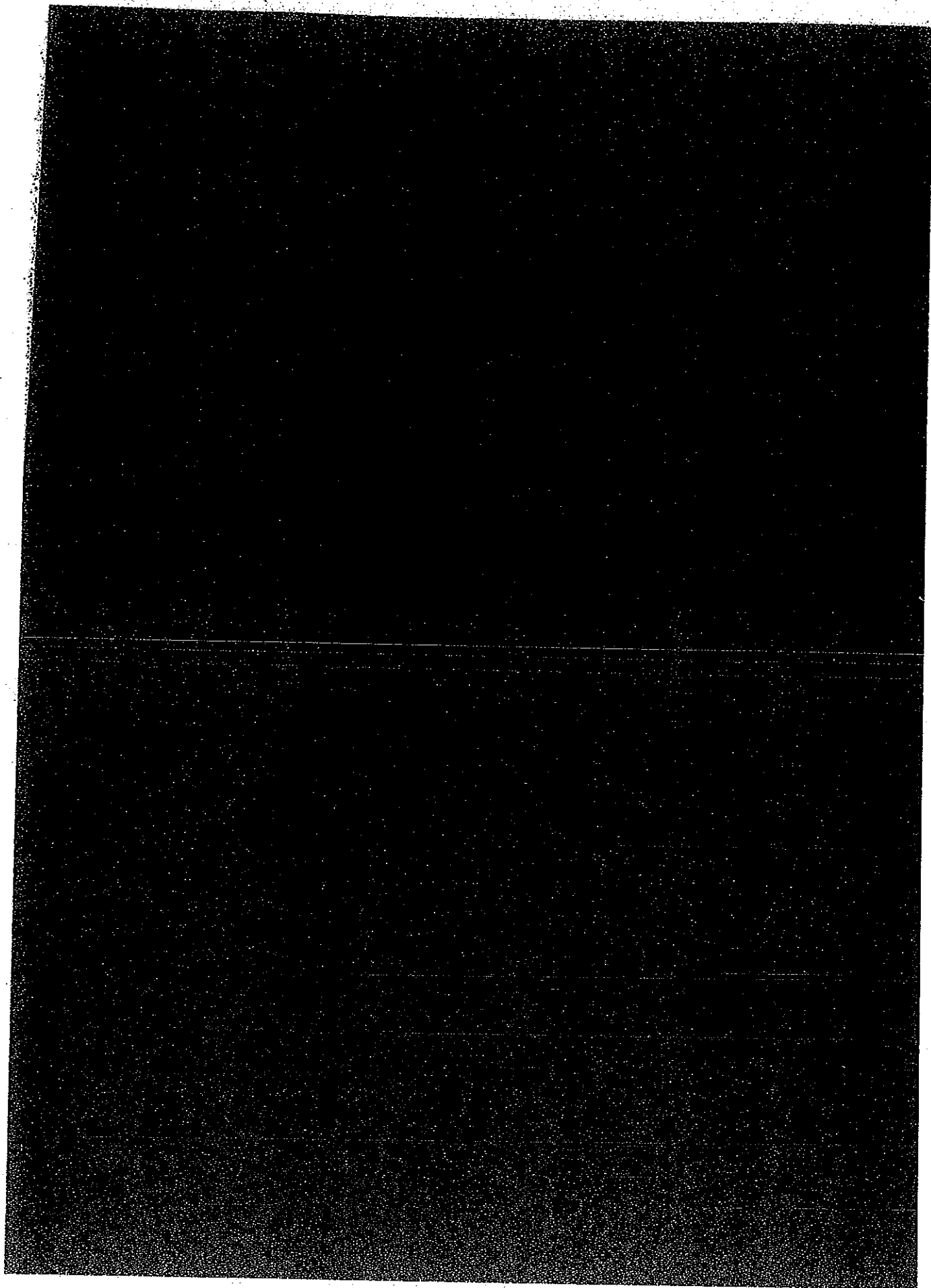
By Name
Cutoff as of: 12/31/9999

Due Dates: 01/15/2021 thru 01/15/2021

| Vendor | Name/Desc | Acct#/Proj | Invoice# | Amount Due | Discount | Cancelled | Paid | Un-Paid | Check# | Check Amt. |
|------------------------------------|--|----------------------|----------------------------------|------------|----------|-----------|------|---------|--------|------------|
| 00067 | TRISTANI BROTHERS, I 430.374 Road:Zack's F550-rear hub 1220 | 201216 12/31/2020 | 944.12 01/15/2021 01/07/2021 | 944.12 | | | | 944.12 | N | |
| 00067 | TRISTANI BROTHERS, I 430.374 Road:F550-U joint repairs 1220 | 201217 12/31/2020 | 216.70 01/15/2021 01/07/2021 | 216.70 | | | | 216.70 | N | |
| Name: TRISTANI BROTHERS, INC. | | | | | | | | | | |
| 00813 | TUCKER/ARENSBERG ATT 404.111 Legal Services: General 1220 | 610574 12/31/2020 | 2604.00 01/15/2021 01/12/2021 | 2604.00 | | | | 2604.00 | N | |
| 00813 | TUCKER/ARENSBERG ATT 404.111 Legal Services: 2020 Litigatio1220 | 610575 12/31/2020 | 78.00 01/15/2021 01/12/2021 | 78.00 | | | | 78.00 | N | |
| 00813 | TUCKER/ARENSBERG ATT 404.111 Legal Services: Retainer 1220 | 610576 12/31/2020 | 500.00 01/15/2021 01/12/2021 | 500.00 | | | | 500.00 | N | |
| 00813 | TUCKER/ARENSBERG ATT 404.111 Legal Services: McIntyre Heigh1220 | 610577 12/31/2020 | 46.50 01/15/2021 01/12/2021 | 46.50 | | | | 46.50 | N | |
| 00813 | TUCKER/ARENSBERG ATT 404.111 Legal Services: Olympus Gas we1220 | 610578 12/31/2020 | 403.00 01/15/2021 01/12/2021 | 403.00 | | | | 403.00 | N | |
| Name: TUCKER/ARENSBERG ATTORNEYS | | | | | | | | | | |
| 00059 | WINE CONCRETE PRODUC 430.611 Catch Basins:24"Knockout Riser1220 | 87399 12/21/2020 | 2700.00 01/15/2021 12/28/2020 | 2700.00 | | | | 2700.00 | N | |
| Name: WINE CONCRETE PRODUCTS, INC. | | | | | | | | | | |
| | | | 2700.00 | 2700.00 | | | | 2700.00 | | |

FINAL TOTALS:

13287.81 13287.81



POLICE CHIEF'S REPORT

ATTACHED IS THE POLICE CHIEF'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE POLICE CHIEF'S REPORT?

OFFICER'S MONTHLY REPORT

To: Jonathan D. Lape, Chief of Police
From: Jennifer Borczyk, Administrative Assistant
Subject: Officer's Monthly Report
Date: January 7, 2021

Attached is the Officer's Monthly Report for December 2020.

JB

CC: D. Mator, Manager
A. Karpuzi, Chairman
B. Jordan, Vice Chairwoman
S. Hollibaugh
B. Forbes
J. Mann

Points of Interest

December 2020

Chief Jonathan Lape

- December 10- Attended virtual board meeting with the Chiefs of Police Executive Board.
- December 17- Toys for Children Distribution.
 - \$11,866 in monetary donations were collected
 - The program distributed toys to 45 families and 96 children
 - \$50 gift card to Shop N Save was given to each family
 - \$40 voucher to Shoe Sensation was given to each child

K9 Officer Edward Newman

- No K9 Training/activity due to K9 vehicle being out of service.

Sergeant Mikus & Officer Petosky

- December 4- Training held at Hampton Township Firearms Range. Both completed day and night qualifications.
- December 18- Training at Ross Township Police Annex. Completed various end of year tasks, and reviewed all policies and procedures.

Deer Lakes School District

- District to continue full remote till January 19, 2021 (tentative)

Explorers

- Cancelled for both weeks due to COVID-19 restrictions.

Misc. Details

- November 4- Officers Burk, Dobson, Fedunok, Elza, Fallen, and Lindner attended Defensive tactics training (Instructed by Sergeant Shurina)
- November 9- All Officers attended day and night qualifications at Hampton Township Range.

Correspondence

- No Correspondence to report.

**OFFICER'S MONTHLY REPORT
DECEMBER 2020**

| | <u>CURRENT MONTH</u> | <u>PREVIOUS MONTH TO DATE</u> | <u>YEAR TO DATE</u> |
|--|----------------------|-------------------------------|---------------------|
| REPORTABLE CALLS FOR SERVICE | 46 | 644 | 690 |
| CALLS FOR SERVICE/FIELD CONTACTS | 362 | 5,042 | 5404 |
| ALL OTHER CALLS | 512 | 5,054 | 5566 |
| TOTALS CALLS FOR SERVICE | 920 | 10,736 | 11656 |
| <u>ARRESTS</u> | | | |
| ADULT | 4 | 44 | 48 |
| JUVENILE | 2 | 1 | 3 |
| TRAFFIC CITATIONS | 5 | 114 | 119 |
| NON TRAFFIC CITATIONS | 0 | 25 | 25 |
| PARKING CITATIONS | 0 | 7 | 7 |
| WARNINGS | 3 | 73 | 76 |
| <u>PERSONNEL</u> | | | |
| GRIEVANCES FILED BY POLICE OFFICERS | 0 | 0 | 0 |
| CITIZENS COMPLAINTS ON POLICE OFFICERS | 0 | 0 | 0 |
| LETTERS COMMENDING POLICE OFFICERS | 0 | 5 | 5 |
| <u>VEHICLE REPORTS</u> | | | |
| TOTAL MILES TRAVELED | 9,997 | 113,025 | 123,022 |
| GALLONS OF GASOLINE USED | 581 | 8,784.20 | 9365.2 |
| REPAIRS/MAINTENANCE | 868.14 | 15,295.47 | 16,163.61 |
| <u>OVERTIME PAID</u> | | | |
| COURT (OFF DUTY) | 0 | 123.00 | 123 |
| PRELIMINARY HEARINGS | 0 | 16.00 | 16 |
| PRETRIAL | 0 | 0.00 | 0 |
| INVESTIGATIONS | 1 | 65.25 | 66.25 |
| ARRESTS | 2 | 30.00 | 32 |
| SPEED CHECKS | 0 | 0.00 | 0 |
| PRIVATE CONTRACTS | 0 | 0.00 | 0 |
| MISC. HOURS - FILLED SHIFTS | 0 | 91.00 | 91 |
| MISC. HOURS - ADMIN. HOURS | 0 | 0.00 | 0 |
| MISC. HOURS | 14 | 108.50 | 122.5 |
| TOTAL HOURS | 17 | 433.75 | 450.75 |

**OFFICER'S MONTHLY REPORT
DECEMBER 2020**

| QUARTERLY REPORT | 2019 YEAR TO DATE | 2020 YEAR TO DATE |
|--|------------------------------|------------------------------|
| REPORTABLE CALLS FOR SERVICE | 726 | 690 |
| CALLS FOR SERVICE/FIELD CONTACTS | 5,642 | 5,404 |
| ALL OTHER CALLS | 5,649 | 5,566 |
| TOTAL CALLS FOR SERVICE | 12,143 | 11,656 |
| <u>ARRESTS</u> | | |
| ADULT | 71 | 48 |
| JUVENILE | 3 | 3 |
| TRAFFIC CITATIONS | 272 | 119 |
| NON TRAFFIC CITATIONS | 23 | 25 |
| PARKING CITATIONS | 3 | 7 |
| WARNINGS | 98 | 76 |
| <u>PERSONNEL</u> | | |
| GRIEVANCES FILED BY POLICE OFFICERS | 0 | 0 |
| CITIZENS COMPLAINTS ON POLICE OFFICERS | 0 | 0 |
| LETTERS COMMENDING POLICE OFFICERS | 9 | 5 |
| <u>VEHICLE REPORTS</u> | | |
| TOTAL MILES TRAVELED | 120,113 | 123,022 |
| GALLONS OF GASOLINE USED | 10,200.03 | 9,365.20 |
| REPAIRS/MAINTENANCE | 18,542.99 | 16,163.61 |
| <u>OVERTIME</u> | | |
| COURT (OFF DUTY) | 127.5 | 123 |
| PRELIMINARY HEARINGS | 40.5 | 16 |
| PRETRIAL | 33 | 0 |
| INVESTIGATIONS | 61.75 | 66.25 |
| ARRESTS | 32 | 32 |
| SPEED CHECKS | 0 | 0 |
| PRIVATE CONTRACTS | 0 | 0 |
| MISC. HOURS - FILLED SHIFTS | 258 | 91 |
| MISC. HOURS - ADMIN HOURS | 0 | 0 |
| ALL OTHER MISC. HOURS | 185 | 122.5 |
| TOTAL HOURS | 737.75 | 450.75 |

Part I Offenses

| Crime | Amount | Classification on UCR Return A |
|----------------------------------|--------|--------------------------------|
| Assault- Weapon | 1 | 04.A Assault- Firearm |
| Burglary- No Force (Residential) | 1 | 05.B Unlawful Entry- No Force |
| Theft- Residential | 1 | 06. Larceny- Theft |

Part II Offenses

| | | |
|---------------------------------|---|-------------------------|
| Criminal Mischief- Business | 2 | 140. Vandalism |
| Criminal Mischief- General | 1 | 140. Vandalism |
| Disorderly Conduct | 1 | 240. Disorderly Conduct |
| Domestic- Verbal | 3 | 260. All Other Offenses |
| Fraud- General | 3 | 110. Fraud |
| Harassment- Communications | 3 | 240. Disorderly Conduct |
| Harassment- General | 3 | 240. Disorderly Conduct |
| Harassment- Terroristic Threats | 1 | 240. Disorderly Conduct |
| Theft- Identity | 1 | 11. Fraud |
| Trespass- Residence | 4 | 260. All Other Offenses |

West Deer Township Police Department

Calls For Service Activity Report

This report lists all Calls For Service within a given time period.

Report Start Date: 12/1/2020

Report End Date: 12/31/2020

Calls For Service:

| | |
|------------------------------------|----|
| ALARM ACTIVATION - BUSINESS | 1 |
| ALARM ACTIVATION - BUSSINESS/FALSE | 3 |
| ALARM ACTIVATION - C02 | 2 |
| ALARM ACTIVATION - FIRE / FALSE | 2 |
| ALARM ACTIVATION - MEDICAL | 1 |
| ALARM ACTIVATION - RESIDENTIAL | 4 |
| ALARM ACTIVATION - RESIDENTL/FALSE | 7 |
| ANIMAL - BITE | 1 |
| ANIMAL - COMPLAINT | 4 |
| ASSAULT - WEAPON | 1 |
| ASSIST - EMS | 25 |
| ASSIST - EMS (AED USED) | 1 |
| ASSIST - EMS (DOA) | 4 |
| ASSIST - OTHER | 2 |
| ASSIST - POLICE | 6 |
| ASSIST - RESIDENT | 6 |
| ASSIST - WELFARE CHECK | 3 |
| BURGLARY - NO FORCE (RESIDENTIAL) | 1 |
| CIVIL - COMPLAINT | 1 |
| CRIMINAL MISCHIEF - BUSINESS | 2 |
| CRIMINAL MISCHIEF - RESIDENTIAL | 1 |
| DISABLED VEHICLE - GENERAL | 10 |
| DISORDERLY CONDUCT - GENERAL | 1 |
| DOMESTIC - VERBAL | 3 |
| FIRE - BRUSH | 1 |
| FIRE - BURNING COMPLAINT | 1 |
| FIRE - OTHER | 1 |
| FIRE - STRUCTURE (BUSINESS) | 1 |
| FIRE - STRUCTURE (RESIDENCE) | 1 |
| FRAUD - GENERAL | 3 |
| HARASSMENT - COMMUNICATIONS | 3 |
| HARASSMENT - GENERAL | 3 |
| HARASSMENT - TERRORISTIC THREATS | 1 |
| HAZARDOUS CONDITION - ROAD HAZARD | 5 |
| HAZARDOUS CONDITION - TREE DOWN | 1 |
| HAZARDOUS CONDITION - UTILITY COMP | 1 |
| HAZARDOUS CONDITION - WIRE DOWN | 2 |
| MENTAL COMMITMENT - INVOLUNTARY | 2 |
| MENTAL COMMITMENT - VOLUNTARY | 2 |
| MISSING PERSON - ADULT MALE | 2 |
| MVA - NON REPORTABLE | 4 |
| MVA - PRIVATE PROPERTY | 1 |
| MVA - REPORTABLE | 5 |
| NOISE COMPLAINT - RESIDENTIAL | 2 |

Calls For Service:

| | |
|---------------------------------------|-----|
| PARKING COMPLAINT - BUSINESS | 1 |
| PARKING COMPLAINT - RESIDENTIAL | 2 |
| PATROL - GENERAL | 168 |
| PFA - SERVICE | 1 |
| PHONE CALLS - GENERAL | 13 |
| POLICE INFORMATION - FOLLOW UP INVEST | 2 |
| POLICE INFORMATION - GENERAL | 15 |
| PREMISES CHECK - RESIDENTIAL | 1 |
| RUNAWAY - JUVENILE FEMALE | 1 |
| SPECIAL DETAIL - ADMINISTRATIVE | 20 |
| SPECIAL DETAIL - FINGERPRINT RESIDENT | 2 |
| SPECIAL DETAIL - OTHER / MISC. | 2 |
| SPECIAL DETAIL - PATROL | 1 |
| SUSPICIOUS - NOISE | 1 |
| SUSPICIOUS - OTHER | 2 |
| SUSPICIOUS - PERSON | 2 |
| SUSPICIOUS - VEHICLE | 1 |
| THEFT - IDENTITY | 1 |
| THEFT - RESIDENTIAL | 1 |
| TRAFFIC - COMPLAINT | 2 |
| TRAFFIC - DETAIL | 15 |
| TRAFFIC - STOP | 20 |

TOTAL CALLS FOR SERVICE: 408

Part I Offenses

| Crime | Amount | Classification on UCR Return A |
|----------------------------------|--------|--------------------------------|
| Assault- Strong Arm | 3 | 04.D Assault- Strong Arm |
| Assault-Weapon | 2 | 04.A Firearm |
| Burglary- Force (Residential) | 1 | 05.A Burglary Forcible Entry |
| Burglary- No Force (Residential) | 1 | 05.B Unlawful Entry- No Force |
| Theft- Business | 1 | 06. Larceny- Theft |
| Theft- From Motor Vehicle | 1 | 06. Larceny- Theft |
| Theft- Other | 2 | 06. Larceny- Theft |
| Theft- Residential | 3 | 06. Larceny- Theft |

Part II Offenses

| | | |
|---------------------------------|----|----------------------------------|
| Criminal Mischief- Business | 3 | 140. Vandalism |
| Criminal Mischief- General | 3 | 140. Vandalism |
| Criminal Mischief- Residential | 7 | 140. Vandalism |
| Disorderly Conduct | 4 | 240. Disorderly Conduct |
| Domestic- Physical | 7 | 260. All Other Offenses |
| Domestic- Verbal | 16 | 260. All Other Offenses |
| Fraud- General | 13 | 110. Fraud |
| Harassment- Communications | 8 | 240. Disorderly Conduct |
| Harassment- General | 4 | 240. Disorderly Conduct |
| Harassment- Terroristic Threats | 2 | 240. Disorderly Conduct |
| MVA- DUI | 2 | 210. Driving Under the Influence |
| Theft- Identity | 3 | 11. Fraud |
| Trespass- Business | 2 | 260. All Other Offenses |
| Trespass- Residence | 1 | 260. All Other Offenses |

West Deer Township Police Department Calls For Service Activity Report

This report lists all Calls For Service within a given time period.

Report Start Date: 10/1/2020

Report End Date: 12/31/2020

Calls For Service:

| | |
|------------------------------------|----|
| 911 HANG UP - GENERAL | 1 |
| ABANDON VEHICLE - PRIVATE PROPERTY | 2 |
| ALARM ACTIVATION - BUSINESS | 2 |
| ALARM ACTIVATION - BUSSINESS/FALSE | 15 |
| ALARM ACTIVATION - C02 | 4 |
| ALARM ACTIVATION - FIRE | 2 |
| ALARM ACTIVATION - FIRE / FALSE | 4 |
| ALARM ACTIVATION - MEDICAL | 3 |
| ALARM ACTIVATION - RESIDENTIAL | 6 |
| ALARM ACTIVATION - RESIDENTL/FALSE | 15 |
| ANIMAL - BITE | 1 |
| ANIMAL - COMPLAINT | 29 |
| ASSAULT - STRONG ARM | 3 |
| ASSAULT - WEAPON | 2 |
| ASSIST - EMS | 90 |
| ASSIST - EMS (AED USED) | 1 |
| ASSIST - EMS (DOA) | 7 |
| ASSIST - EMS (NARCAN) | 1 |
| ASSIST - OTHER | 8 |
| ASSIST - POLICE | 24 |
| ASSIST - RESIDENT | 12 |
| ASSIST - WELFARE CHECK | 13 |
| ASSIST- EMS (OVERDOSE) | 3 |
| BURGLARY - FORCE (RESIDENTIAL) | 1 |
| BURGLARY - NO FORCE (RESIDENTIAL) | 1 |
| CHILD - CHILD LINE REPORTS | 3 |
| CIVIL - CHILD CUSTODY | 3 |
| CIVIL - COMPLAINT | 3 |
| COURT - CRIMINAL | 1 |
| COURT - MAGISTRATE | 1 |
| COURT - WARRANT SERVICE | 1 |
| CRIMINAL MISCHIEF - BUSINESS | 3 |
| CRIMINAL MISCHIEF - GENERAL | 3 |
| CRIMINAL MISCHIEF - RESIDENTIAL | 7 |
| DISABLED VEHICLE - GENERAL | 16 |
| DISORDERLY CONDUCT - GENERAL | 4 |
| DOMESTIC - PHYSICAL | 7 |
| DOMESTIC - VERBAL | 16 |
| ESCORT - FUNERAL | 1 |
| ESCORT - PERSON | 1 |
| ESCORT - VEHICLE | 1 |
| FIRE - BRUSH | 3 |
| FIRE - BURNING COMPLAINT | 7 |
| FIRE - OTHER | 2 |

Calls For Service:

| | |
|---|-----|
| FIRE - STRUCTURE (BUSINESS) | 1 |
| FIRE - STRUCTURE (RESIDENCE) | 2 |
| FRAUD - GENERAL | 13 |
| HARASSMENT - COMMUNICATIONS | 8 |
| HARASSMENT - GENERAL | 4 |
| HARASSMENT - TERRORISTIC THREATS | 2 |
| HAZARDOUS CONDITION - ROAD HAZARD | 11 |
| HAZARDOUS CONDITION - TREE DOWN | 5 |
| HAZARDOUS CONDITION - UTILITY COMP | 7 |
| HAZARDOUS CONDITION - WIRE DOWN | 7 |
| HUNTING COMPLAINT - GENERAL | 2 |
| INSECURE - RESIDENCE | 1 |
| LOCAL ORDINANCE - DUMPING | 5 |
| MENTAL COMMITMENT - INVOLUNTARY | 5 |
| MENTAL COMMITMENT - VOLUNTARY | 5 |
| MISSING PERSON - ADULT MALE | 3 |
| MVA - DUI | 2 |
| MVA - LEAVING THE SCENE | 2 |
| MVA - NON REPORTABLE | 11 |
| MVA - PRIVATE PROPERTY | 1 |
| MVA - REPORTABLE | 9 |
| NOISE COMPLAINT - RESIDENTIAL | 11 |
| NOT ASSIGNED | 2 |
| NOTIFICATION - DEATH | 1 |
| PARKING COMPLAINT - BUSINESS | 4 |
| PARKING COMPLAINT - RESIDENTIAL | 7 |
| PATROL - GENERAL | 480 |
| PFA - SERVICE | 2 |
| PHONE CALLS - GENERAL | 29 |
| POLICE INFORMATION - FOLLOW UP INVEST | 13 |
| POLICE INFORMATION - GENERAL | 49 |
| PREMISES CHECK - BUSINESS | 5 |
| PREMISES CHECK - RESIDENTIAL | 1 |
| PROPERTY - FOUND | 1 |
| PROPERTY - LOST | 1 |
| RUNAWAY - JUVENILE FEMALE | 1 |
| SOLICITATION COMPLAINT - GENERAL | 3 |
| SPECIAL DETAIL - ADMINISTRATIVE | 102 |
| SPECIAL DETAIL - CHILD SEAT INSTALLATIO | 1 |
| SPECIAL DETAIL - DIRECT TRAFFIC | 1 |
| SPECIAL DETAIL - FINGERPRINT RESIDENT | 4 |
| SPECIAL DETAIL - OTHER / MISC. | 16 |
| SPECIAL DETAIL - PATROL | 4 |
| SPECIAL DETAIL - PUBLIC RELATIONS | 2 |
| SPECIAL DETAIL - SECURITY | 3 |
| SRO DETAIL - ASSIST ADMINISTRATOR | 7 |
| SRO DETAIL - ASSIST OTHER PERSON | 2 |
| SRO DETAIL - ASSIST STUDENT | 2 |
| SRO DETAIL - ASSIST TEACHER | 1 |
| SRO DETAIL - ATTEND MEETING | 6 |
| SRO DETAIL - OTHER / MISC. | 1 |
| SRO DETAIL - SCHOOL SAFETY DRILL | 13 |

Calls For Service:

| | |
|---------------------------------------|-----|
| SRO DETAIL - SECURITY (CAFETERIA) | 1 |
| SRO DETAIL - SECURITY (GENERAL) | 111 |
| SRO DETAIL - SECURITY (PARKING LOT) | 1 |
| SRO DETAIL - STUDENT MISSING / SEARCH | 1 |
| SUSPICIOUS - NOISE | 2 |
| SUSPICIOUS - OTHER | 4 |
| SUSPICIOUS - PERSON | 8 |
| SUSPICIOUS - VEHICLE | 5 |
| THEFT - BUSINESS | 1 |
| THEFT - FROM MOTOR VEHICLE | 1 |
| THEFT - IDENTITY | 3 |
| THEFT - OTHER | 2 |
| THEFT - RESIDENTIAL | 3 |
| TRAFFIC - COMPLAINT | 9 |
| TRAFFIC - DETAIL | 41 |
| TRAFFIC - RADAR SPEED SIGN | 4 |
| TRAFFIC - STOP | 80 |
| TRESPASS - BUSINESS | 2 |
| TRESPASS - RESIDENCE | 1 |

TOTAL CALLS FOR SERVICE: 1,494

Date Printed:
1/5/2021

West Deer Township Police Department Total Arrest Report

This report lists all adult and juvenile arrests made within a given time period.
(Note: This report only includes Misdemeanor and Felony arrests.)

Report Start Date: **12/1/2020**

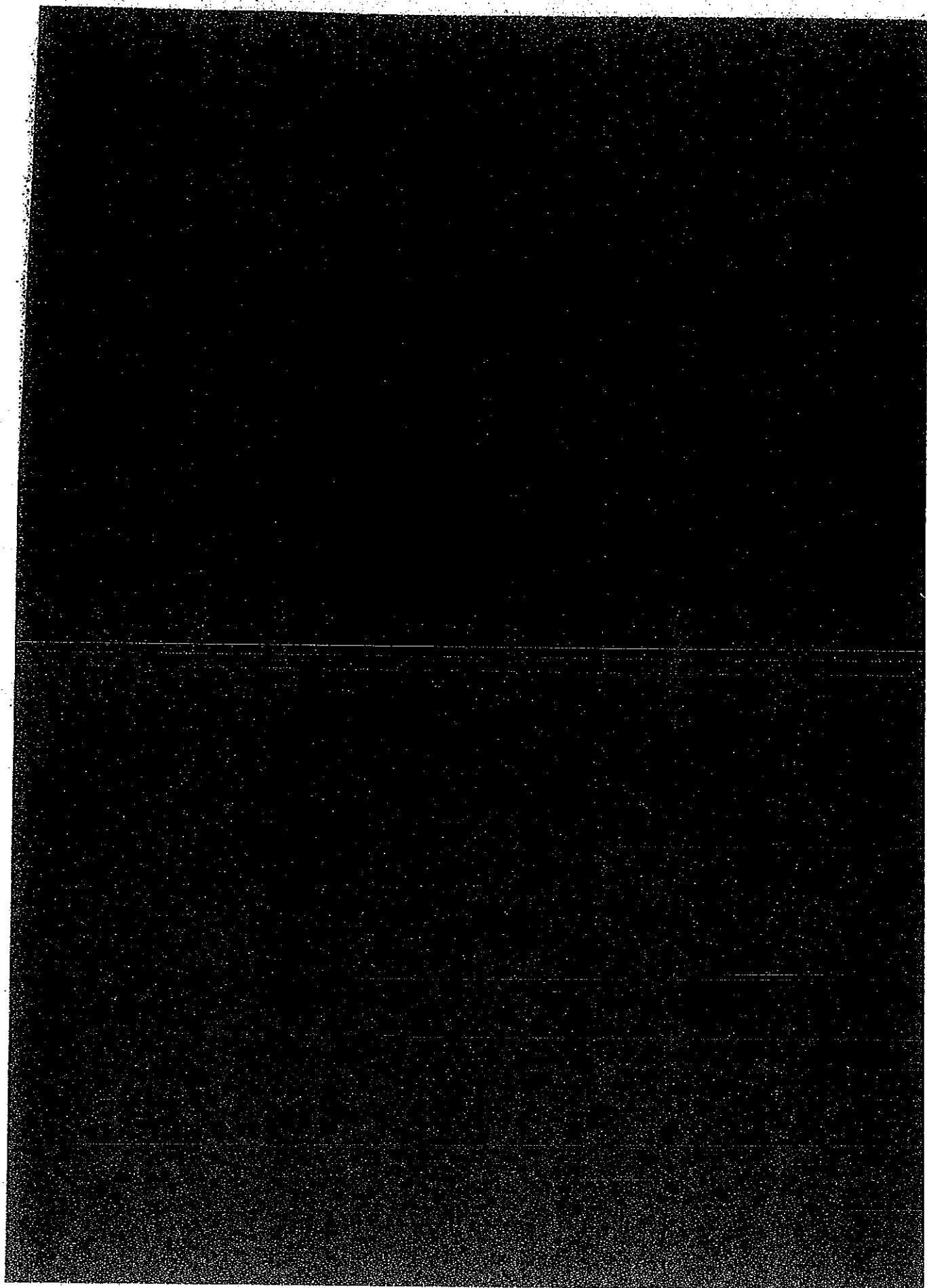
Report End Date: **12/31/2020**

| ARREST DATE | D I # | SIGNAL CODE | JUVENILE ARREST |
|-------------|----------|------------------------------|-----------------|
| 12/2/2020 | 20200485 | MVA - DUI | |
| 12/3/2020 | 20200628 | ASSAULT - STRONG ARM | |
| 12/3/2020 | 20200628 | ASSAULT - STRONG ARM | |
| 12/3/2020 | 20200628 | ASSAULT - STRONG ARM | JUVENILE ARREST |
| 12/3/2020 | 20200628 | ASSAULT - STRONG ARM | JUVENILE ARREST |
| 12/5/2020 | 20200658 | DISORDERLY CONDUCT - GENERAL | |

TOTAL ARRESTS: 6

TOTAL ADULT ARRESTS:

TOTAL JUV. ARRESTS:



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?

2020
MONTHLY REPORT FOR DECEMBER
PUBLIC WORKS DEPARTMENT

ROADS

- Patch holes on School Street.
- Patch cross drain on Shuster.
- Fix alleys on Church Street, Bairdford and Curtisville.
- Install 2 catch basins on Monier Road.
- Snow removal.
- Berm and fix washout on Rittman.

TRUCKS & EQUIPMENT

- Replace hoses on truck #7.
- Fix saltbox on truck #4.
- Repair door on tool truck.
- Clean and grease trucks after snow removal.
- Repair engine door on highlift.

MISCELLANEOUS

- Set up ice rink.
- Sweep leaves off of Trump and Clendenning.
- Fix shingles at Park Pavilion.
- Placed barriers on Clendenning.
- Haul scrap into scrap yard.
- Clean up tree on Beacom Road.
- Fix broken mailbox.
- Install banners.
- Fix gas pumps.
- Drain water from shutoff pit and get measurements for Scott Shoup.

PA1 Calls

41

OT

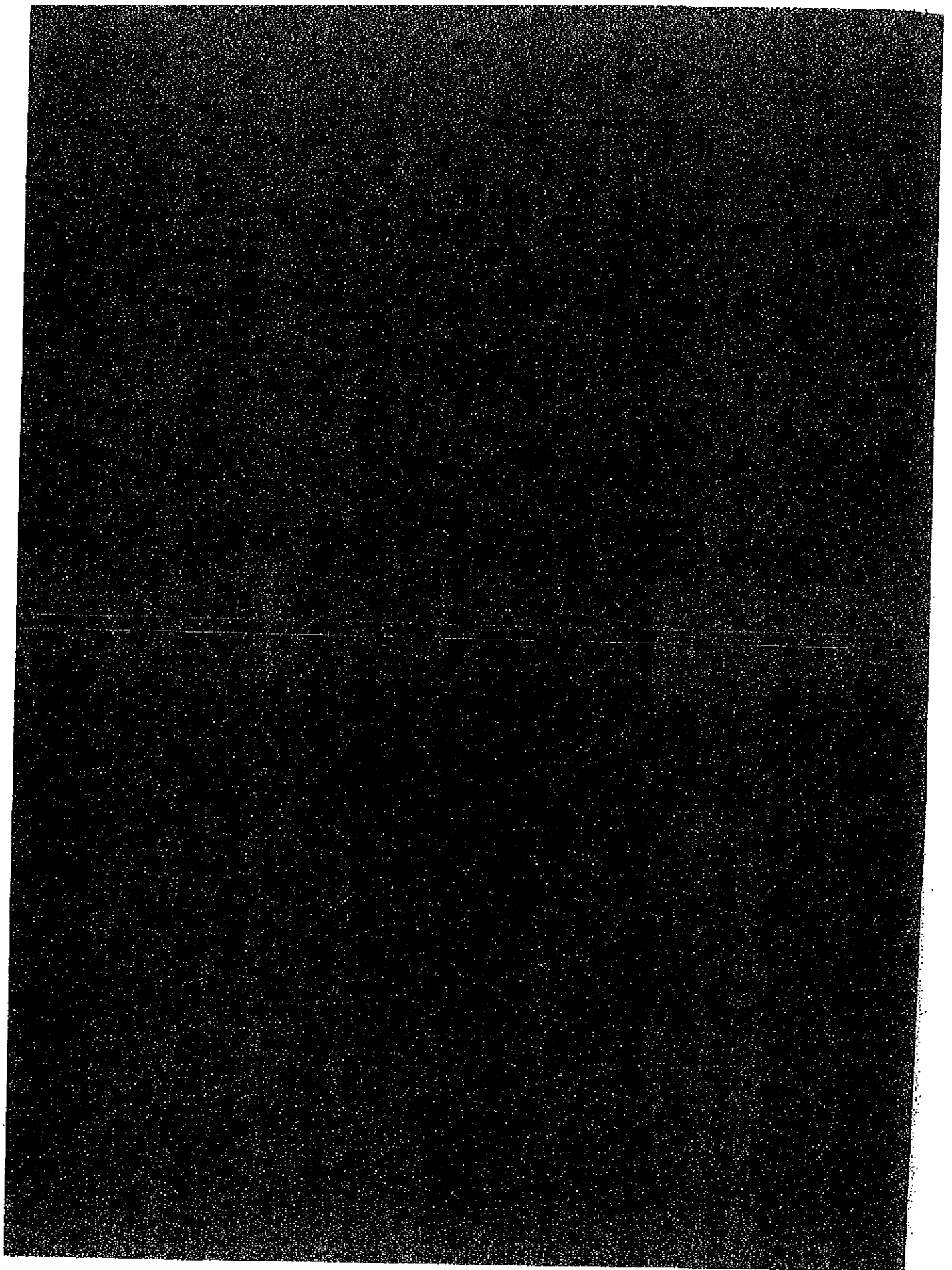
398 hrs ~ snow removal



Kevin Olar

17-21

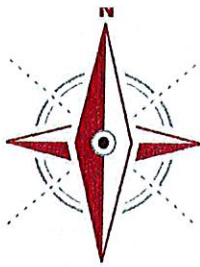
Date



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

DECEMBER 2020 ENGINEER'S REPORT WEST DEER TOWNSHIP

Prepared January 12, 2021

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – December 16, 2020

Planning Commission Meeting – December 17, 2020

2. DEVELOPMENTS/PROJECTS

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

Projects:

None

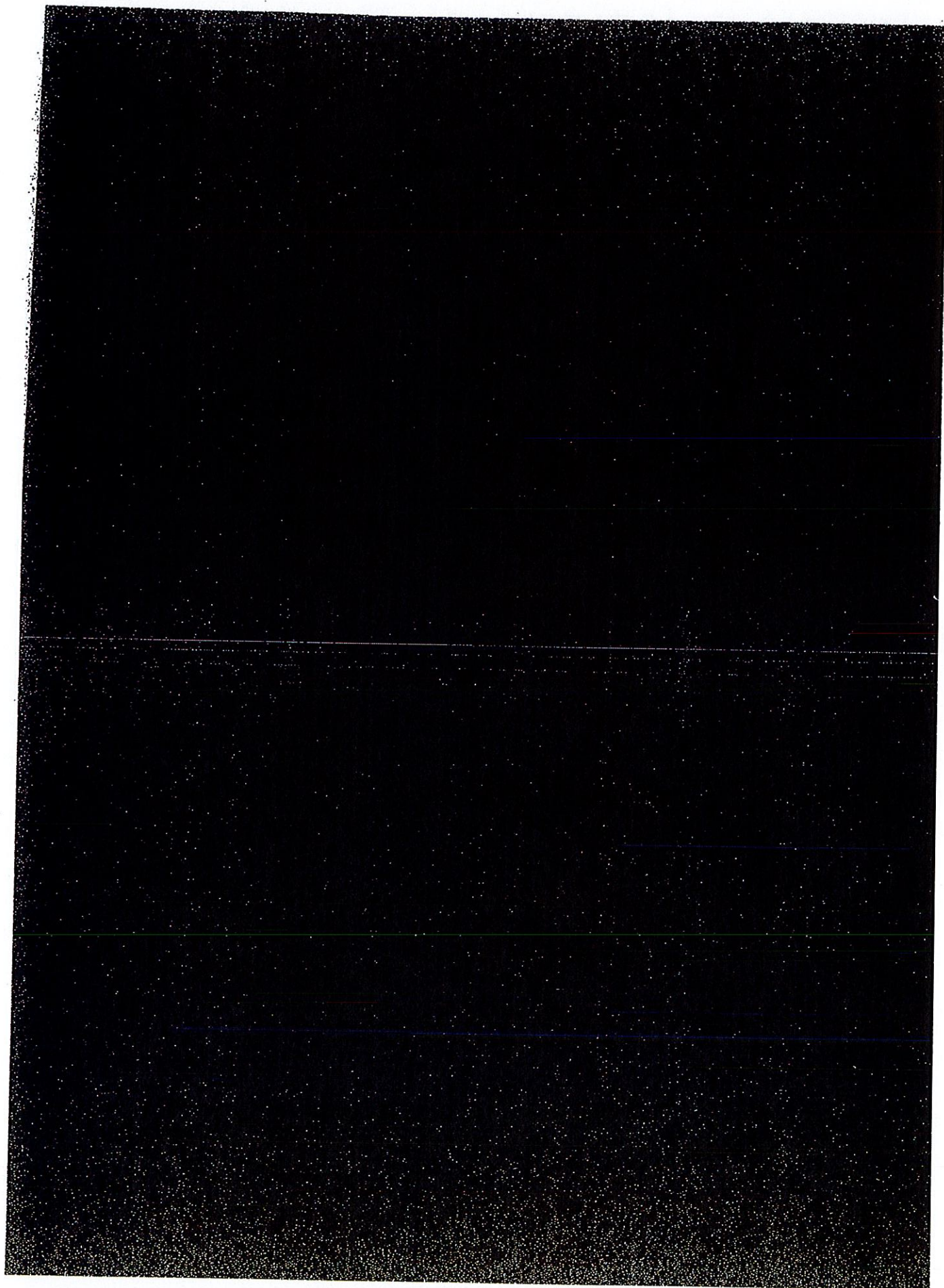
Development/Subdivision Reviews: The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:

- Eastview Farms – A review of this preliminary subdivision plan was performed and a review letter was issued on December 16, 2020.

Respectfully Submitted,

SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer



BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER'S REPORT

ATTACHED IS THE BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

Code Enforcement

December 31, 2020

1. Issued 15 Occupancy Permits
2. Issued 2 Building Permits
3. Performed 41 site inspections
4. Planning commission meeting was held and recommended preliminary approval for Eastview Farms.
5. Zoning Hearing Board meeting was held and granted a use side yard variance on Crest Street and a use variance for a specialty flooring company to convert the former Deer Lakes Medical, located on Russellton Dorseyville Road, building into the company's office and showroom.
6. Initiated 2 complaint investigations.
7. Issued 2 notices of violation.
8. All summary court hearings are currently rescheduled until at least February.

2020 Year Totals

1. 245 Occupancy permits issued. -6.13% decrease from 2019
2. 192 Building permits issued. -9.86% decrease from 2019
3. Permit included 12 new homes and 6 commercial. New homes -73.91% and commercial is -25% decreases from 2019.
4. 859 site inspections performed. + 107.49% increase from 2019.
5. 158 complaint investigations initiated. +46.3% increase from 2019.
1. 107 notices of violations issued. +37.18% increase from 2019.
2. 55 citations issued. -36.05% decrease from 2019.

Dog Shelter

1. 26 dogs adopted.
2. 13 dogs returned to owners.
3. \$24,650.92 paid out in vet bills.
4. \$23,336.50 in donations received.
5. \$2,143 paid out in Margret Albrecht Spay and Neuter Fund.
 - a. 3 dog received care.
 - b. 56 feral cats received care.
 - c. Since the program started in 2015
 - i. 200 animals received care
 - ii. 178 were feral cats who were fixed and received rabies vaccines.
 - iii. \$11,368 of the allotted \$25,000 fund has been used.


William Payne

**West Deer Township
Occupancy Permit Report
December 2020**

| Permit Date | Permit Number | Lot Block | Applicant Name | Street Address | Use | New Construction |
|-------------|---------------|-------------|--|------------------------|--------------------|------------------|
| 12/02/2020 | O20-231 | 1214-E-319 | Thomas H. & Mary Grace Schwalenstocker | 100 LEX LANE | Single Family Home | Yes |
| 12/03/2020 | O20-232 | 1214-F-126 | Lisa and Joseph Lomba | 3561 CEDAR RIDGE RD | Single Family Home | No |
| 12/03/2020 | O20-233 | 1510-D-18 | Melina Colton | 873 ASHLEY RD. | Single Family Home | No |
| 12/03/2020 | O20-234 | 1508-A-82-A | Louis & Beth Guido | 962 COPPER CREEK TRAIL | Single Family Home | Yes |
| 12/07/2020 | O20-235 | 1220-J-323 | Joshua M. Boggs | 29 DEER HOLLOW LANE | Single Family Home | No |
| 12/07/2020 | O20-236 | 2013-J-369 | Corey Novak & Caroline Caridi | 312 POPLAR ST | Single Family Home | Yes |
| 12/07/2020 | O20-237 | 1356-S-24 | Shea & Elyse Kraft | 207 LAWRENCE CT | Single Family Home | No |
| 12/09/2020 | O20-238 | 1214-E-321 | Mark S. & Giselle L. Dudek | 102 LEX LANE | Single Family Home | No |
| 12/14/2020 | O20-239 | 1359-S-018 | HELEN DECECCO | 77 TRUMP RD | Single Family Home | No |
| 12/14/2020 | O20-240 | 1508-E-252 | Neil Crowley | 4032 CRESTWOOD DR | Single Family Home | No |
| 12/22/2020 | O20-241 | 1361-M-11 | Charla MacDonald | 21 SCHOOL ST | Single Family Home | No |

**West Deer Township
Occupancy Permit Report
December 2020**

| | | | | | | |
|------------|---------|------------|--|---------------------|--------------------|----|
| 12/22/2020 | O20-242 | 1361-M-113 | Charla MacDonald | 23 SCHOOL ST | Single Family Home | No |
| 12/22/2020 | O20-243 | 1838-A-283 | Stephen Renwick | 1642 SAXONBURG BLVD | Single Family Home | No |
| 12/22/2020 | O20-244 | 1671-B-82 | Jesse Damon White & Ashley Michelle Schwartz | 86 FORD ST | Single Family Home | No |
| 12/22/2020 | O20-245 | 1671-C-251 | Michael Banachoski & Ashlynn Blasco | 135 BESSEMER ST | Single Family Home | No |

| Total Fees Collected by Month | |
|-------------------------------|--------------|
| December- | \$350 |

| Total Fees Collected | |
|----------------------|--------------|
| Grand Total - | \$350 |

**West Deer Township
Building Permit Report
December 2020**

| Permit Date | Permit Number | Type | Owner | Address | Parcel ID | Construction Cost | Fees Collected |
|------------------|---------------|------------------------|-----------------------|-----------------|------------|---------------------|-------------------|
| 12/11/2020 | P20-188 | Single Family Dwelling | James Eich | 89 Shepard Road | 1834-L-290 | \$422,400.00 | \$1,617.90 |
| 12/11/2020 | P20-189 | Addition | ADAM & HEATHER FINDON | 235 KAUFMAN RD | 1837-N-239 | \$220,000.00 | \$1,148.40 |
| Totals: 2 | | | | | | \$642,400.00 | \$2,766.30 |

| Permit Type | Count | Construction Cost | Fee Total |
|------------------------|-------|-------------------|------------|
| Addition | 1 | \$220,000.00 | \$1,148.40 |
| Single Family Dwelling | 1 | \$422,400.00 | \$1,617.90 |

| Permit Status | Count | Construction Cost | Fee Total |
|---------------|-------|-------------------|------------|
| Issued | 2 | \$642,400.00 | \$2,766.30 |

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 12/01/2020 To 12/31/2020

| Date | Type | Owner | Parcel Owner Mailing | Legal Address | Parcel ID | Status | Inspector |
|-----------|------------------------|-------|---|--------------------------------|------------|-----------|---------------|
| 12/1/2020 | Occupancy Inspection | | 873 Ashley Rd., Gibsonia, PA, 15044-7851 | 873 ASHLEY RD. | 1510-D-18 | Passed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 51 QSI LN, ALLISON PARK, PA, 15101 | 51 QSI LN | 1215-B-268 | Completed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 51 QSI LN, ALLISON PARK, PA, 15101 | 51 QSI LN | 1215-A-175 | Completed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 51 QSI LN, ALLISON PARK, PA, 15101 | 51 QSI LN | 1215-F-021 | Completed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 51 QSI LN, ALLISON PARK, PA, 15101 | 51 QSI LN | 1215-P-379 | Completed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 100 Lex Lane, Allison Park, PA, 15101 | 100 LEX LANE | 1214-E-319 | Passed | William Payne |
| 12/1/2020 | Fire/Safety Inspection | | 620 GERMATOWN PIKE, LAFAYETTE HILL, PA, 19444 | 105-108 CEDARWOOD CIR | 1361-S-080 | Completed | William Payne |
| 12/1/2020 | Fire/Safety Inspection | | 620 GERMATOWN PIKE, LAFAYETTE HILL, PA, 19444 | 105-108 CEDARWOOD CIR | 1361-S-080 | Completed | William Payne |
| 12/1/2020 | Fire/Safety Inspection | | 620 GERMATOWN PIKE, LAFAYETTE HILL, PA, 19444 | 105-108 CEDARWOOD CIR | 1361-S-080 | Completed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 100 Lex Lane, Allison Park, PA, 15101 | 100 LEX LANE | 1214-E-319 | Passed | William Payne |
| 12/1/2020 | Occupancy Inspection | | 873 Ashley Rd., Gibsonia, PA, 15044-7851 | 873 ASHLEY RD. | 1510-D-18 | Passed | William Payne |
| 12/3/2020 | Footer | | 248 ASH LANE, GIBSONIA, PA, 15044 | 248 ASH LANE | 1668-R-238 | Passed | William Payne |
| 12/3/2020 | Complaint Follow Up | | 199 SHUSTER RD, GIBSONIA, PA, 15044 | 169 SHUSTER RD | 2012-K-216 | Passed | William Payne |
| 12/4/2020 | Occupancy Inspection | | 77 TRUMP RD, CHESWICK, PA, 15024 | 77 TRUMP RD | 1359-S-018 | Passed | William Payne |
| 12/4/2020 | Foundation | | 4365 BAKERSTOWN CULMERVILLE RD, GIBSONIA, PA, 15044 | 4365 BAKERSTOWN CULMERVILLE RD | 2010-A-038 | Passed | William Payne |
| 12/4/2020 | Occupancy Inspection | | 77 TRUMP RD, CHESWICK, PA, 15024 | 77 TRUMP RD | 1359-S-018 | Passed | William Payne |
| 12/7/2020 | Occupancy Inspection | | 312 Poplar St., Tarentum, PA, 15084 | 312 POPLAR ST | 2013-J-369 | Passed | William Payne |
| 12/7/2020 | Occupancy Inspection | | 312 Poplar St., Tarentum, PA, 15084 | 312 POPLAR ST | 2013-J-369 | Passed | William Payne |
| 12/9/2020 | Occupancy Inspection | | 102 Lex Lane, Allison Park, PA, 15101 | 102 LEX LANE | 1214-E-321 | Passed | William Payne |
| 12/9/2020 | Occupancy Inspection | | 4032 Crestwood Dr., Gibsonia, PA, 15044 | 4032 CRESTWOOD DR | 1508-E-252 | Passed | William Payne |

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 12/01/2020 To 12/31/2020

| Inspection Date | Inspection Type | Parcel Owner | Parcel Owner Mailing | Legal Address | Parcel ID | Status | Inspector |
|-----------------|--------------------------|--------------|--|--------------------------------|----------------|-----------|---------------|
| 12/9/2020 | Footer | | 77 MCCLURE RD, CHESWICK, PA, 15024 | 77 MCCLURE RD | 1360-N-106 | Passed | William Payne |
| 12/9/2020 | Occupancy Inspection | | 4032 Crestwood Dr., Gibsonia, PA, 15044 | 4032 CRESTWOOD DR | 1508-E-252 | Passed | William Payne |
| 12/9/2020 | Occupancy Inspection | | 102 Lex Lane, Allison Park, PA, 15101 | 102 LEX LANE | 1214-E-321 | Passed | William Payne |
| 12/10/2020 | Occupancy Inspection | | 86 Ford Street, Tarentum, PA, 15084 | 86 FORD ST | 1671-B-82 | Passed | William Payne |
| 12/10/2020 | Final | | , RUSSELLTON, PA, 15076 | 173 DEER CREEK VALLEY RD | 1671-C-089 | Passed | William Payne |
| 12/10/2020 | Occupancy Inspection | | 86 Ford Street, Tarentum, PA, 15084 | 86 FORD ST | 1671-B-82 | Passed | William Payne |
| 12/14/2020 | Occupancy Inspection | | 1642 Saxonburg Blvd., Tarentum, PA, 15084 | 1642 SAXONBURG BLVD | 1838-A-283 | Passed | William Payne |
| 12/14/2020 | Occupancy Inspection | | 4095 BAKERSTOWN CULMERVILLE, GIBSONIA, PA, 15044 | 4095 BAKERSTOWN CULMERVILLE | 2008-M-376 | Passed | William Payne |
| 12/14/2020 | Framing | | 4201 COHASSET LN, ALLISON PARK, PA, 15101 | 957 COPPER CREEK TRAIL | 1508-A-86-A | Passed | William Payne |
| 12/14/2020 | Occupancy Inspection | | 1642 Saxonburg Blvd., Tarentum, PA, 15084 | 1642 SAXONBURG BLVD | 1838-A-283 | Passed | William Payne |
| 12/17/2020 | Complaint Follow Up | | 204 PINTAIL RD, GIBSONIA, PA, 15044 | 204 PINTAIL RD | 1357-A-228 | Passed | William Payne |
| 12/17/2020 | Occupancy Inspection | | 11 WEST ST, RUSSELLTON, PA, 15076 | 11 WEST ST | 1361-H-264 | Completed | William Payne |
| 12/18/2020 | Occupancy Inspection | | 135 Bessemer St., Tarentum, PA, 15084 | 135 BESSEMER ST | 1671-C-251 | Passed | William Payne |
| 12/18/2020 | Concrete Slab Inspection | | 1090 BAILIES RUN RD, TARENTUM, PA, 15084 | 1090 BAILIES RUN RD | 1514-E-2520003 | Passed | William Payne |
| 12/18/2020 | Occupancy Inspection | | 135 Bessemer St., Tarentum, PA, 15084 | 135 BESSEMER ST | 1671-C-251 | Passed | William Payne |
| 12/22/2020 | Occupancy Inspection | | 23 School St, Russellton, PA, 15076 | 23 SCHOOL ST | 1361-M-113 | Passed | William Payne |
| 12/22/2020 | Occupancy Inspection | | 21 School Street, Russellton, PA, 15076 | 21 SCHOOL ST | 1361-M-11 | Passed | William Payne |
| 12/22/2020 | Complaint Follow Up | | 195 PARTRIDGE RUN RD, GIBSONIA, PA, 15044 | 195 PARTRIDGE RUN RD | 1357-E-276 | Passed | William Payne |
| 12/22/2020 | Occupancy Inspection | | 21 School Street, Russellton, PA, 15076 | 21 SCHOOL ST | 1361-M-11 | Passed | William Payne |
| 12/22/2020 | Occupancy Inspection | | 23 School St, Russellton, PA, 15076 | 23 SCHOOL ST | 1361-M-113 | Passed | William Payne |
| 12/28/2020 | Complaint Follow Up | | 3560 HUNTERTOWN RD, ALLISON PARK, PA, 15101 | 3560 HUNTERTOWN RD | 1214-K-18 | Passed | William Payne |

**WEST DEER TOWNSHIP PLANNING COMMISSION MINUTES
DECEMBER 17, 2020 (Conducted by Zoom)**

The Meeting was called to order with the following members in attendance:
John Butala, Kathy Rojik, Patrick Stark, Robert Bechtold, and Suzanne Garlena

Absent Members: Mark Schmidt, Alan Banks

Other Attendees: William Payne (Code Enforcement Officer)
Sandy Shoup (Shoup Engineering)
Gavin Robb (Solicitor)
Dorothy Moyta (Zoning & Planning Administrator)

Outline and Order of Meeting

1. Approval of November Minutes
2. Eastview Farms: Preliminary Subdivision Plan
3. Gas Well Questions List – Unanswered for Olympus
4. Zoning Ordinance Revisions/ Municipal Ordinances Updates
5. Workshop Meeting: Public Comments

Approval of Meeting Minutes

A motion to approve November Meeting Minutes was made by Mr. Stark, and seconded by Mr. Bechtold.. All in favor and the motion carried.

Eastview Farms – Preliminary Subdivision Plan

6 page Plan Narrative and 8 Page Drawing Set were distributed prior to this meeting.
Presented by Mr. Chris Salamida.

Mr. Salamida presented the preliminary development. It is comprised of 17.5 acres with 17 single family homes. Phase 1 will have 15 lots and Phase 2 will have 2 lots. There is an apartment complex to the south. The plan shows slopes, 3 existing structures and includes a natural resource analysis. At this point in early development, the access road is not definitive. Comments were made as follows:

1. Mr. Bechtold asked why they did not have a highway occupancy permit scoping meeting. Mr. Payne said that they did not meet the criteria for a traffic study per his conversation with PennDot. Mr. Butala discussed sight distances for the entrance road. Mr. Payne said that the center of the property is a blind curve in either direction.
2. Mr. Butala asked documentation about the sight lines versus distances and speed.
3. Mr. Stark asked whether the existing entrance road was going away when the new road was completed.

4. Mr. Payne has figured the sight distances from 435' to 505'.
5. Ms. Shoup felt that the entrance drive could be on the East side of the property.
6. Mr. Payne said that a lot comes down to Phase 2. The existing drive could serve as an emergency access. The auxiliary drive is only of benefit till Phase 2.
7. Mr. Salamida showed the road profile and slopes were discussed.
8. Ms. Shoup said that Penn Dot required a 2% slope across the road.
9. Mr. Salamida presented the composite plan where they emphasized natural slopes. He explained how Phase 1 will have the 15 single family homes and the landscape plan with trees.
10. Mr. Bechtold said that thought needs to be put in to the selection of trees.
11. Mr. Shoup's review letter dated December 16, 2020 was reviewed and discussed. Mr. Salamida will be providing written responses to Mr. Shoup.
12. Mr. Payne stated that 1 fire hydrant is needed. (The apartment building has its own hydrant.) Cluster boxes for the Post Office will be needed.
13. Mr. Payne said that they needed to look at lighting and the selection of trees.
14. Mr. Stark made a motion and Mr. Bechtold seconded to approve this preliminary plan if all items on Mr. Shoup's review letter are met. Voting was unanimous. Eastview Farms preliminary plan is approved.

Gas Wells Question List – Unanswered for Olympus:

1. The Public Hearing for the Dionysus and Leto Gas Wells has been continued till March 31st. Unless a further continuance is granted by Olympus, West Deer Township must have a public hearing for conditional use by March 31, 2021.
2. The Gas Wells should not be discussed unless Olympus is present at the meeting.
3. Mr. Butala presented a letter dated November 25, 2020 from Olympus indicating their responses to several questions previously asked. Mr. Payne will distribute the Olympus letter to CROWD.
4. Mr. Bechtold felt that Olympus' responses were rather shallow.
5. Mr. Robb said that the Planning Commission should get the questions to Olympus previous to the meeting in which they will be asked.
6. It is unclear to which meeting Olympus will be invited back. Mr. Robb said that some traffic studies may be postponed due to the pandemic.

7. Mr. Butala questioned how many extensions can be granted. Mr. Robb said that Olympus has been granting extensions to the Township, but West Deer can schedule the public hearing whenever they want to.
8. Mr. Payne asked what happens if people keep coming up with questions. He asked whether the Planning Commission needs more time to review the questions, whether they had more questions, or if the questions should be sent over to the Board.
9. Mr. Stark and Mr. Butala felt the questions should be sent to Olympus now.
10. Mr. Butala will send comments over to Mr. Payne tomorrow.
11. Mr. Payne will be sending the questions for Olympus to Mr. Robb to send over to Olympus.

Zoning Ordinance Revisions/ Municipal Ordinance Updates:

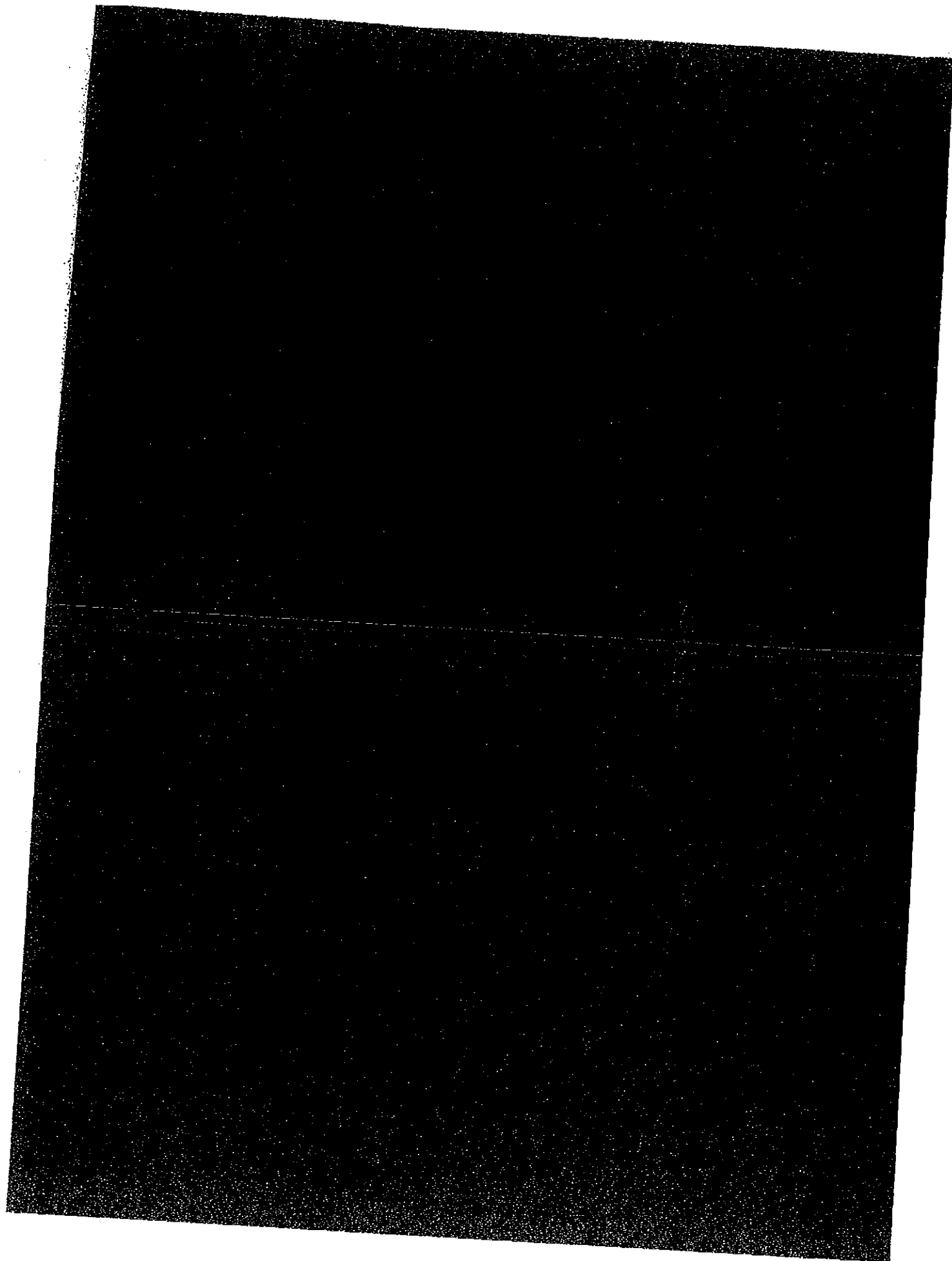
1. The Ordinance has been updated and will need to be reviewed by Mr. Robb and also approved by the Board.
2. The Zoning map needs to be revisited and then sent to the County for approval.
3. Some areas on the map need to be altered from one zoning designation to another. PC members should send any comments or suggestions over to Mr. Payne.
4. The Public Hearing on accepting the updated Ordinance needs to be advertised and set 60 days out previous to the Public Hearing.

Workshop Meeting: Public Comments:

Tim Resciniti of 102 York Way asked whether the responses from Olympus were complete responses. Mr. Robb said that if CROWD had additional questions that they should be addressed to Mr. Payne who can give them to the Planning Commission and Olympus. This would avoid duplication of questions.

A motion was made by Mr. Bechtold to adjourn the meeting and seconded by Mr. Stark.

The January meeting will be on January 28th, 2020 if there is anything on the agenda. It will be conducted via Zoom. The meeting link will be posted on the web site.



PARKS AND RECREATION BOARD REPORT

ATTACHED IS THE PARKS AND RECREATION BOARD REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

Parks & Recreation Report

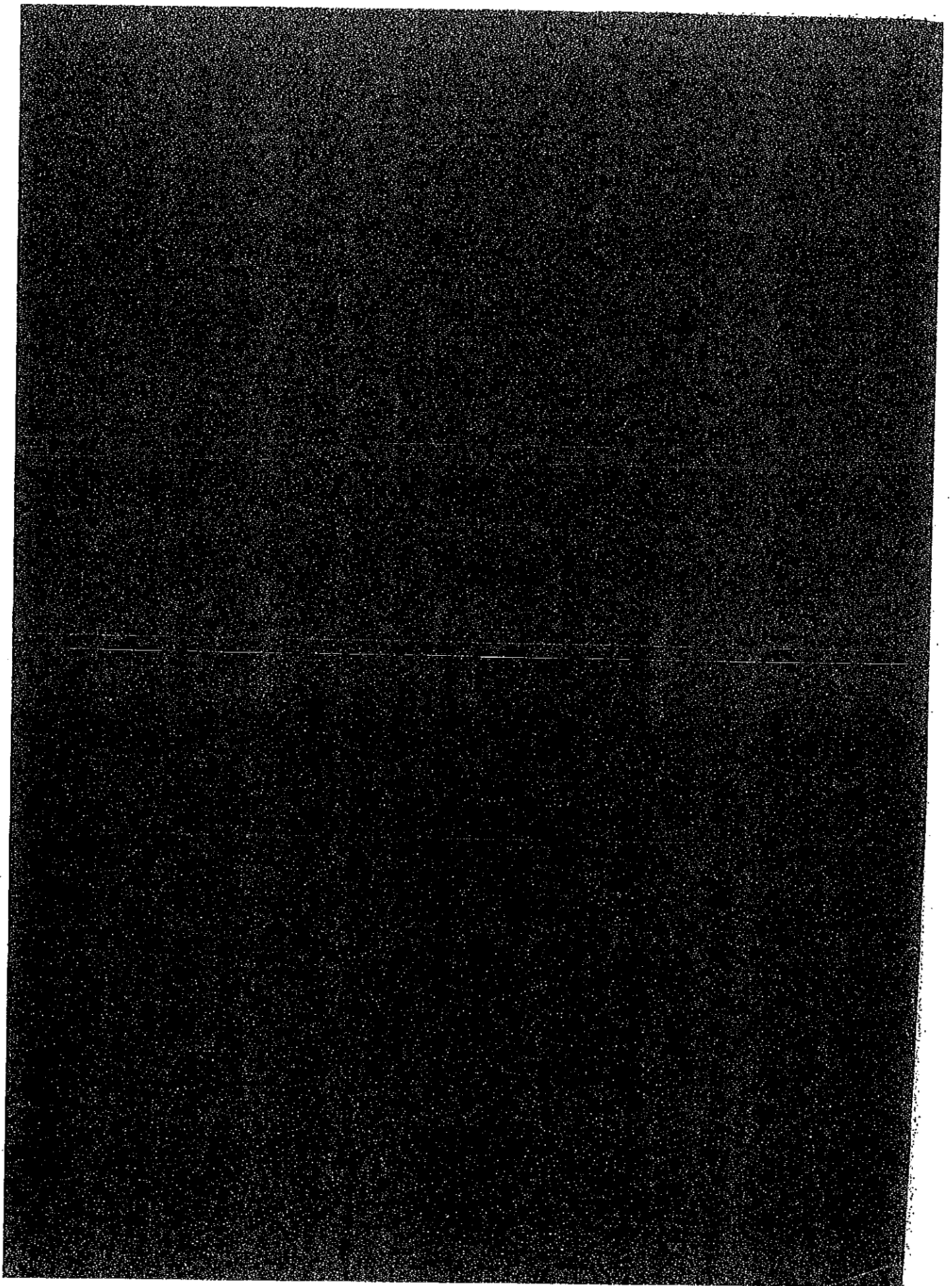
January 20th, 2021

Proposed 2021 Events (hopefully more will be added and these are subject to change)

- March 28th – Easter Egg Hunt at Bairdford Park
- Farmer's Market - First Thursday of every month May - September (May 6th, June 3rd, July 1st, August 5th, September 2nd) at Bairdford Park
- May 27th – Food Truck Event at Bairdford Park or Nike Site Park
- June 6th – Movie in the Park at Bairdford Park
- July 17th - Movie in the Park at Bairdford Park
- August 6th & 7th – Community Days at Bairdford Park
- August 21st - Movie in the Park at Bairdford Park

Our first meeting of the year will be January 27, 2021. We will be having Community Days meetings as well, but they will not be following our normal meetings due to scheduling conflicts.

If anyone has any new ideas, we would love to hear them.



CDC STEERING COMMITTEE REPORT

MR. MAJERNIK...

2021 BOARD APPOINTMENTS

AS OF DECEMBER 31, 2020, THERE ARE VACANCIES ON THE DEER CREEK DRAINAGE BASIN AUTHORITY, PLANNING COMMISSION, ZONING HEARING BOARD, & THE PARKS AND RECREATION BOARD.

SOME OF THE APPLICANTS ATTENDED THE REORGANIZATION MEETING ON JANUARY 4, 2021 TO MEET THE BOARD OF SUPERVISORS AND TO INTRODUCE THEMSELVES.

• DEER CREEK DRAINAGE BASIN AUTHORITY – TWO APPOINTMENTS

IN 2020, WEST DEER TOWNSHIP HAD FOUR MEMBERS AND INDIANA TOWNSHIP HAD FIVE MEMBERS SERVE ON THE DEER CREEK DRAINAGE BASIN AUTHORITY.

IN 2021, WEST DEER TOWNSHIP WILL HAVE FIVE MEMBERS AND INDIANA TOWNSHIP WILL HAVE FOUR MEMBERS SERVE ON THE DEER CREEK DRAINAGE BASIN AUTHORITY.

DUE TO THE UNFORTUNATE PASSING OF MEMBER DAVID TROCKI, THE BOARD OF SUPERVISORS MUST APPOINT A PERSON TO FILL HIS UNEXPIRED TERM, WHICH EXPIRES 31 DECEMBER 2023.

THE BOARD RECEIVED THE ATTACHED LETTERS OF INTEREST FROM:

- DANIEL LOUGHLIN
- RICHARD PARKS
- SUSAN PASTURA
- GENO STELLO

Continued on next page.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

1.) I MOVE TO APPOINT _____ AS A MEMBER OF THE DEER CREEK DRAINAGE BASIN AUTHORITY TO FILL THE UNEXPIRED TERM OF DAVID TROCKI WHICH EXPIRES DECEMBER 31, 2023.

2.) I MOVE TO APPOINT _____ AS A MEMBER OF THE DEER CREEK DRAINAGE BASIN AUTHORITY FOR A FIVE YEAR TERM TO EXPIRE DECEMBER 31, 2025.

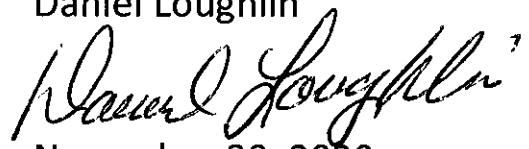
| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| MRS. HOLLIBAUGH | ___ | ___ | ___ | ___ |
| MRS. JORDAN | ___ | ___ | ___ | ___ |
| DR. MANN | ___ | ___ | ___ | ___ |
| MR. FORBES | ___ | ___ | ___ | ___ |
| MR. KARPUZI | ___ | ___ | ___ | ___ |

To: The West Deer TWP. Board Supervisors,

I, Daniel Loughlin wish to be considered for the vacancy on the Board of Supervisors within the Deer Creek Drainage Basin Authority.

Daniel Loughlin
31 Park Drive
Cheswick Pa. 15024

Work: West Deer Twp. Road Department: 1992 to Present
Operator/Truck Driver
Union Stuart

Daniel Loughlin

November 30, 2020
Cell: 724-472-2421

November 23, 2020

To Whom It May Concern:

I respectfully request consideration for appointment to the Deer Creek Drainage Basin Authority Board. My experience as Maintenance and Safety Supervisor at FedEx and a contractor specializing in heating, plumbing, and electrical will make me a valuable member. I have been a resident of West Deer Township for 28 years and prior to that was a resident of Indiana Township.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Parks', written in a cursive style.

Richard Parks
412-418-6538
Parks5@comcast.net

Susan M. Pastura
1214 Nicklaus Way
Gibsonia, PA 15044
412-897-6800
beisusan@aol.com

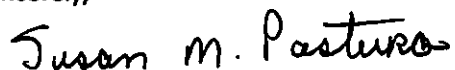
November 30, 2020

West Deer Township Board of Supervisors
109 East Union Road
Cheswick, PA 15024

Dear Board of Supervisors:

I am interested in applying for the vacancy on the Deer Creek Drainage Basin Authority Board. I had the pleasure of serving on the Board previously for about 14 years. While on the Board, I served as the Treasurer and then the Chairperson for many years. I believe very strongly that residents give back to their community in some manner. Prior to living in West Deer, I lived in Indiana Township and was heavily involved in serving on many committees. Most notably on their Youth Day committee for 16 years. I am currently employed as the Accounting Manager for a local Civil Engineering Company that specializes in Water and Wastewater and I also serve as the Human Resources person. I have worked for the Engineering Company for 26 years. I believe my background would make me a good fit for the position on DCDBA. I can provide personal references if requested and would be available to interview before the Board at your convenience. Thank you for your time in considering my qualifications.

Sincerely,

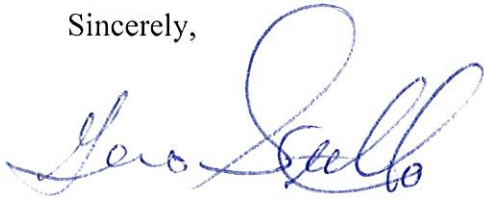
A handwritten signature in black ink that reads "Susan M. Pastura". The signature is written in a cursive, flowing style.

Susan M. Pastura

To whom it may concern,

My name is Geno Stello and I am a lifelong West Deer resident and small business owner in the area. I would like the opportunity to serve as a board member for the Deer Creek Drainage and Basin Authority. Thank you for your consideration.

Sincerely,

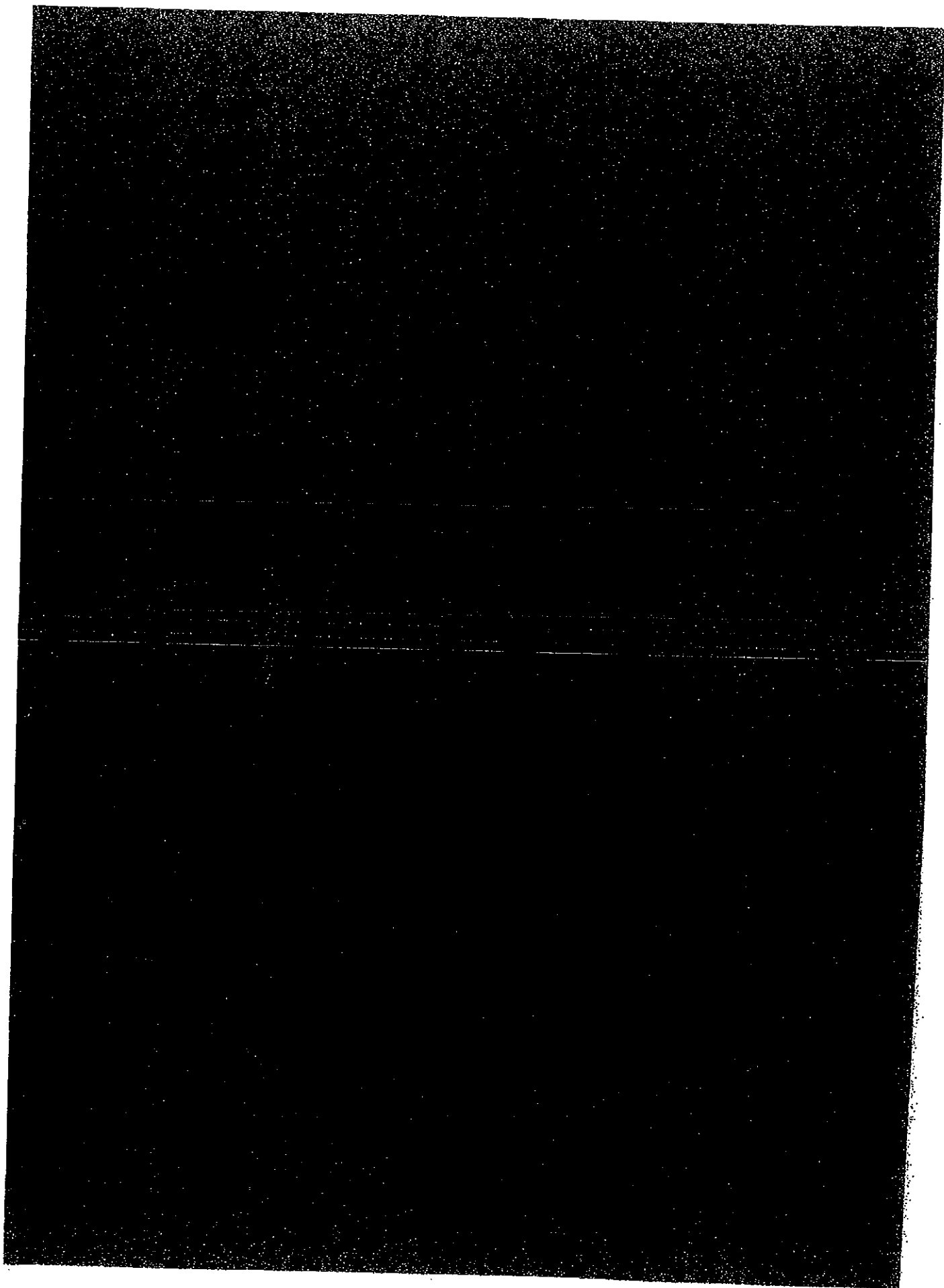
A handwritten signature in blue ink, appearing to read "Geno Stello". The signature is fluid and cursive, with the first name "Geno" and last name "Stello" clearly distinguishable.

Geno Stello

20 Tarentum Culmerville Road

Tarentum, Pa 15084

(724) 882-6525



• **PLANNING COMMISSION – TWO APPOINTMENTS**

ONE MEMBERS' TERM EXPIRED ON DECEMBER 31, 2020.

- KATHARINE M. ROJIK
- ROBERT S. BECHTOLD

MS. ROJIK AND MR. BECHTOLD REQUESTED REAPPOINTMENT (LETTERS ATTACHED).

THE TOWNSHIP DID NOT RECEIVE ANY OTHER LETTERS OF INTEREST.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AND
_____ AS MEMBERS OF THE PLANNING COMMISSION
FOR FOUR YEAR TERMS TO EXPIRE DECEMBER 31, 2024.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

Katharine M. Rojik
35 McKrell Road
Russellton, PA 15076

November 19, 2020

West Deer Township Board of Supervisors:

In reference to your letter dated November 3, 2020, I would like to submit this letter of interest for a new 4 year term continuing my position on the Planning Commission.

I have been a member since 2009 with an exceptional attendance rating.

As a resident of this township since 1995 I take great interest in the planning for our community. I have a BS Degree in Architecture and have worked in Architectural firms on various Residential, Commercial, Institutional, Multi-Family Housing, etc. projects.

I feel the education, work experience and desire to facilitate community relations will be an asset to the Planning Commission. I look forward to hearing from you regarding this position.

Sincerely,

A handwritten signature in black ink that reads "Katharine Rojik". The signature is written in a cursive, flowing style.

Katharine M. Rojik

Cc: Jodi French

TO: West Deer Township Supervisors

FROM: Robert S Bechtold

RE: Reinstatement as Planning Commissioner

Ladies and Gentlemen,

I am requesting reinstatement as a West Deer Township Planning Commissioner, as my 4 year term ends 12/31/20. I am a 54yr old Senior Construction Field Inspector/Technician for Pennsylvania Soil & Rock of Monroeville with 32 years of experience. I have worked on many different construction projects from the PA Turnpike Allegheny River Bridge and multiple major PA highway reconstructions to home plan developments of which I worked with many developers, site contractors and municipalities. I am a 1988 Penn State graduate with a BS major in Mechanical Engineering and a minor in Civil Engineering. I hold 12 federal and PA state certifications required for my position.

I and my family, are active 23 year residents of West Deer, rebuilding our first home, then developing land and building a new home in 2007. Our sons came back to West Deer after graduating from Penn State and one of which has rebuilt their first home in Bairdford.

Over the past 7 years, I have served as an active member of our Planning Commission, initiating many 1st and 2nd motions for our votes. I have expanded upon most issues in the best interest of our township and its future development. I am confident my participation works well with all other members of the Planning Commission and Township officials. I ask for reinstatement as a West Deer Township Planning Commissioner in the interest of serving a community I so deeply appreciate, in a position so closely related to a professional career I so deeply appreciate.

Respectfully,

Robert S. Bechtold

ROBERT S. BECHTOLD

209 Shuster Rd., Gibsonia, PA 15044

724.265.4174 cell: 412.260.2599

EMPLOYMENT EXPERIENCE

PA Soil and Rock, Inc.

Senior Construction Inspector/Materials Technician

Monroeville, Pennsylvania

March 2012 thru Present

- ◆ Inspect, record and verify project contract and established standards compliance of:
 - All forms of proper fill construction procedures including toeing, benching, drainage, sloping, E&S controls.etc
 - All forms of large foundation installation/testing (i.e., spread footing, caissons, auger cast piles, etc)
 - All forms of concrete testing, placement and inspection, including forming, reinforcement and bearing
 - All forms of field asphalt testing, placement and inspection
- ◆ Perform standard soils/aggregate tests such as proctors, Atterburg limits, hydrometers, sodium sulfate loss, etc.
- ◆ Perform cement and lime soil stabilization designs and compliance field inspection and testing for multiple state and municipal roadways and governing authorities
- ◆ Perform and verify project contract major forms of geotechnical construction standards

Jeff Zell Consultants, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Coraopolis, Pennsylvania

September 2009 thru November 2011

Under the direction of T. Dreher and Gene Mattson, Materials Management Supervisors, of the Pennsylvania Turnpike Commission, for the PTC West Materials Inspection Contract Mp. 0.0 – 199

- ◆ Inspect, record, and verify PTC contract and established standards (PTM/AASHTO) compliance of:
 - Superpave and Marshall asphalt designing, production, shipment and placement
 - Concrete design, production, shipment and placement
 - Aggregate production, shipment and placement
 - Precast concrete product production through shipment and placement
- ◆ Perform field placement inspection and testing of aggregates and soils
- ◆ Perform field and plant sampling and testing of asphalt cores and box samples, concrete cylinders and cores, all types of aggregates, and soils for PTC contract compliance
- ◆ Constantly supply appropriate materials assistance to All PTC, Consultant, or PTC Contractor/Supplier personnel at any time
- ◆ Assure swift contractor/producer corrective action if in non-compliance and enforce the actions of the PTC to address non-compliance issues
- ◆ Fluent in all PTC Construction Documentation System Materials (CDSMe) applications and interfacing with Constructware for proper PTC documentation

Professional Service Industries, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Pittsburgh, Pennsylvania

April 2008 to September 2009

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

Solar Testing Labs, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Pittsburgh, Pennsylvania

February 2007 to April 2008

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

ACA Engineering, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Pittsburgh, Pennsylvania

December 2003 to February 2007

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed
- ◆ Conducted regular ACI/NICET exam training sessions for employees

Solar Testing Labs, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Pittsburgh, Pennsylvania

October 2002 to December 2003

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

Site-Blauvelt Engineers, Inc.

Senior Construction Inspector/Construction Materials Inspector/Technician

Export, Pennsylvania

August 2002 to October 2002

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

ACA Engineering, Inc.*Construction Inspector/Construction Materials Inspector/Technician*

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

Pittsburgh, Pennsylvania*October 1999 to August 2002***Jeff Zell Consultants, Inc.***Construction Inspector/Construction Materials Inspector/Technician*

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed

Coraopolis, Pennsylvania*October 1997 to October 1999***Solar Testing Laboratories, Inc.***Construction Inspector/Construction Materials Inspector/Technician***Pittsburgh, Pennsylvania***March 1993 to October 1997*

- ◆ Identical to the PTC West Materials Inspection Contract work previously listed from September 1996
- ◆ Inspect, record and verify project contract and established standards compliance of:
 - All forms of proper fill construction procedures including toeing, benching, drainage, sloping, etc
 - All forms of large foundation installation/testing (i.e., spread footing, caissons, auger cast piles, etc)
- ◆ Perform standard soils/aggregate tests such as proctors, Atterburg limits, hydrometers, sodium sulfate loss, LA abrasion, etc.
 - Numerous Pennsylvania state, municipal, and commercial construction and pavement materials inspections

Electric M & R, Inc.*Assistant Plant Manager/Supervisor***Pittsburgh, Pennsylvania***April 1991 to September 1992*

- ◆ Scheduled plant production/operations and conducted all procurement/inside sales
- ◆ Supervised union workers on industrial electric motor and driven systems remanufacture and parts manufacturing

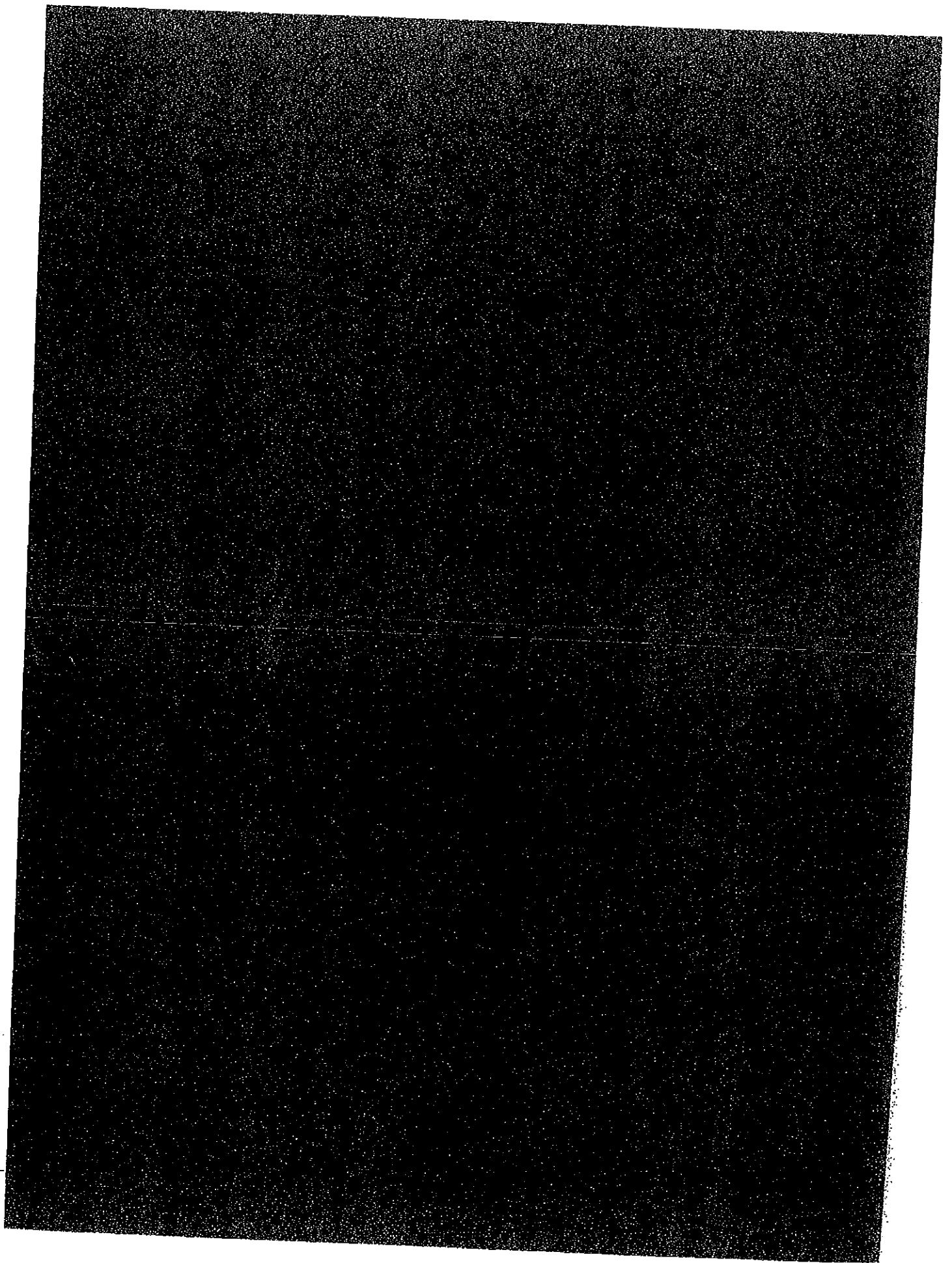
F.M. Locotos Company, Inc*Product Engineer***McMurray, Pennsylvania***August 1989 to March 1991*

- ◆ Conducted product testing/new development of mine roof/rock support systems for major coal producers and construction firms
Co-Inventor of US Patent # 5,114,278, Rock Anchor System
- ◆ Conducted production site approval testing on rebar/smooth bar mechanically/chemically anchored rock supports with/for customer, state, and federal inspector approval
- ◆ Organized lab testing with/at Mine Safety and Health Administration facilities for ASTM/Federal product approval

PROFESSIONAL CERTIFICATIONS**2017 NECEPT(PENNDOT) Asphalt Field Testing Technician****2016 NECEPT(PENNDOT) Concrete Field Testing Technician****2012 NICET Level II, Highway Construction****2002 NECEPT(PENNDOT) Asphalt Plant Technician – Level II (re-certified 2007,2012)****1999 NECEPT(PENNDOT) Asphalt Plant Superpave Technician****1998 NICET Level III, Construction Materials Testing, sub-field of asphalt****1998 NICET Level II, Highway Materials****1997 NECEPT(PENNDOT) Asphalt Plant Technician – Level I****1995 NICET Level II, Construction Materials Testing, sub-fields of asphalt, concrete, and soils****1994 FAA Asphalt Plant Technician/Inspector****1993 PennDOT Certified Asphalt and Soils Compaction and Concrete Field Technician****1993 ACI Level I Field Technician (re-certified 1998, 2002, 2008,2013, 2018)****1993 Troxler Certified Field Technician (re-certified 1996, 2012, 2015, 2018)****EDUCATION****All required NECEPT(PENNDOT) certification courses****FAA Asphalt Plant Technician/Inspector Certification, Penn State University, March 1994****Certification of Construction Material Testing/Inspection, Jeff Zell Consultants, March 1993**

- ◆ 350 hours of field/lab testing, design, and application of soils, concretes, and asphalts for construction

B.S., Mechanical, minor Civil Engineering, Penn State University, January 1989



• **ZONING HEARING BOARD – ONE APPOINTMENT**

ONE MEMBERS' TERM EXPIRED ON DECEMBER 31, 2020.

- SCOTT WOLOSZYK

MR. WOLOSZYK REQUESTED REAPPOINTMENT (LETTER ATTACHED)

THE TOWNSHIP DID NOT RECEIVE ANY OTHER LETTERS OF INTEREST.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS A MEMBER OF THE ZONING HEARING BOARD FOR A FIVE YEAR TERM TO EXPIRE DECEMBER 31, 2025.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| MR. KARPUZI | _____ | _____ | _____ | _____ |

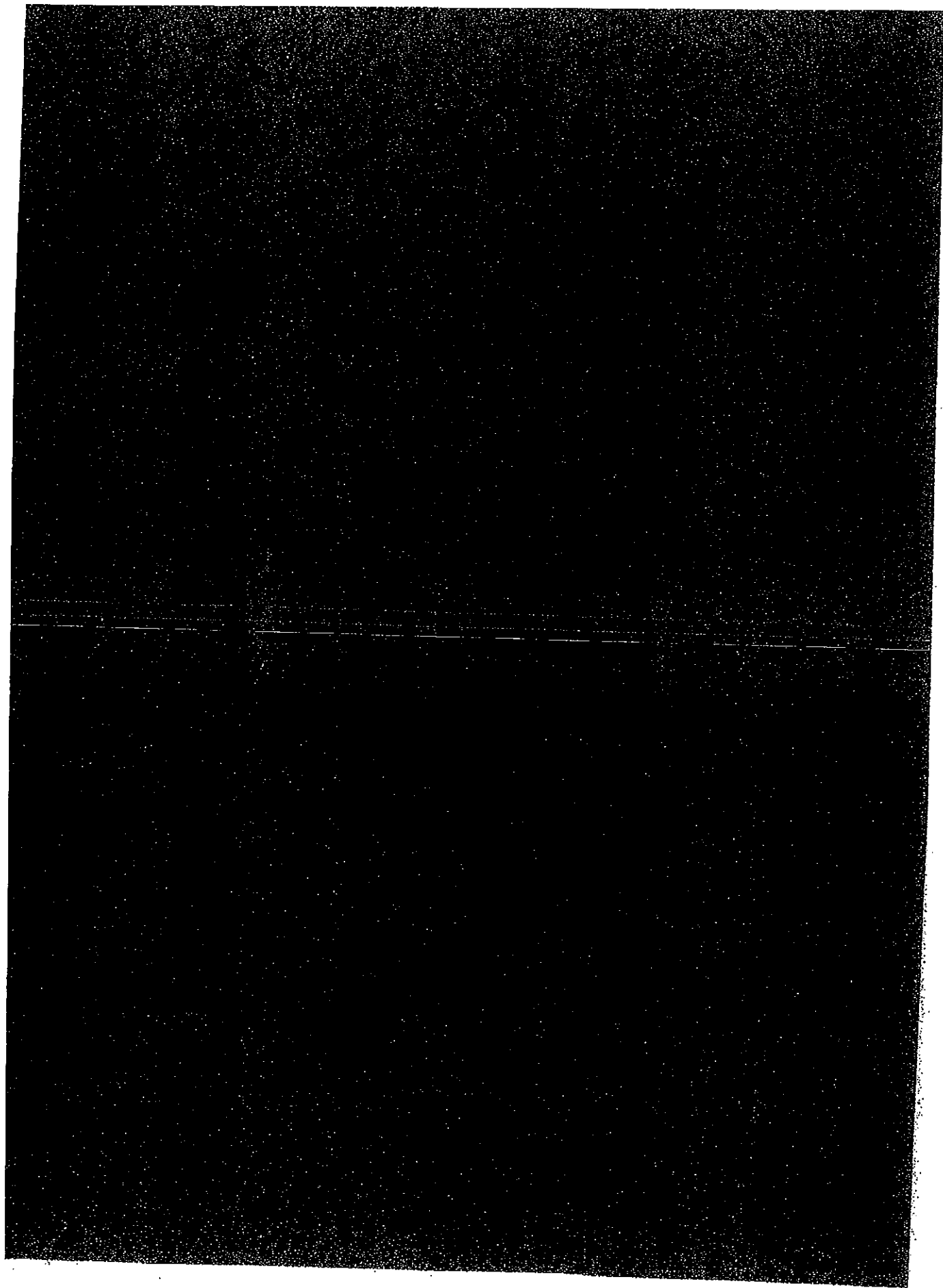
To, Board of supervisors, west Deer Township

This is a letter of intent to have my name added to the poll of applicants and return for another term on the zoning Hearing Board. I will gladly continue to act as chairman if there is no interest in doing so from new or current members.

Thank you for your consideration

Scott Woloszyk

Scott Woloszyk



• **PARKS & RECREATION BOARD – ONE APPOINTMENT**

ONE MEMBERS' TERM EXPIRED ON DECEMBER 31, 2020.

- AMY STARK

MRS. STARK REQUESTED REAPPOINTMENT (LETTER ATTACHED)

THE TOWNSHIP DID NOT RECEIVE ANY OTHER LETTERS OF INTEREST.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS A MEMBER OF THE PARKS & RECREATION BOARD FOR A FIVE YEAR TERM TO EXPIRE DECEMBER 31, 2025.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. KARPUZI | _____ | _____ | _____ | _____ |

Amy Stark
115 Hemphill Road
Tarentum, PA 15084
(412)651-5033
amygazzo@yahoo.com

11/13/2020

West Deer Township
Board of Supervisors
109 East Union Road
Cheswick, PA 15024

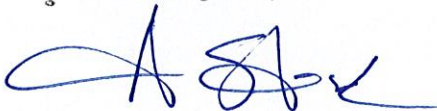
Dear Board of Supervisors,

I am requesting reappointment to the West Deer Township Parks and Recreation Board as my current term ends on December 31, 2020. First, I would like to thank the Board of Supervisors, the township employees, all of the current and previous Parks and Recreation board members, and the township residents for a wonderful experience over the last five and a half years. I have enjoyed getting to know so many new people and making new friends through the events that we have held.

As you know, I have been the Chairwoman of the board for the last three years. We have seen so many people come and go since I was appointed in 2015, and I would really like to remain on the board to maintain some consistency as there are several new board members. These new members have brought great ideas and a fresh perspective. I would love to continue to be a part of this and to help make these ideas become reality.

Thank you for your time and consideration. I hope each of you have a wonderful holiday season and a happy and healthy new year.

Best Regards,



Amy Stark

WEST DEER TOWNSHIP

BOARD MEMBERS APPOINTMENTS

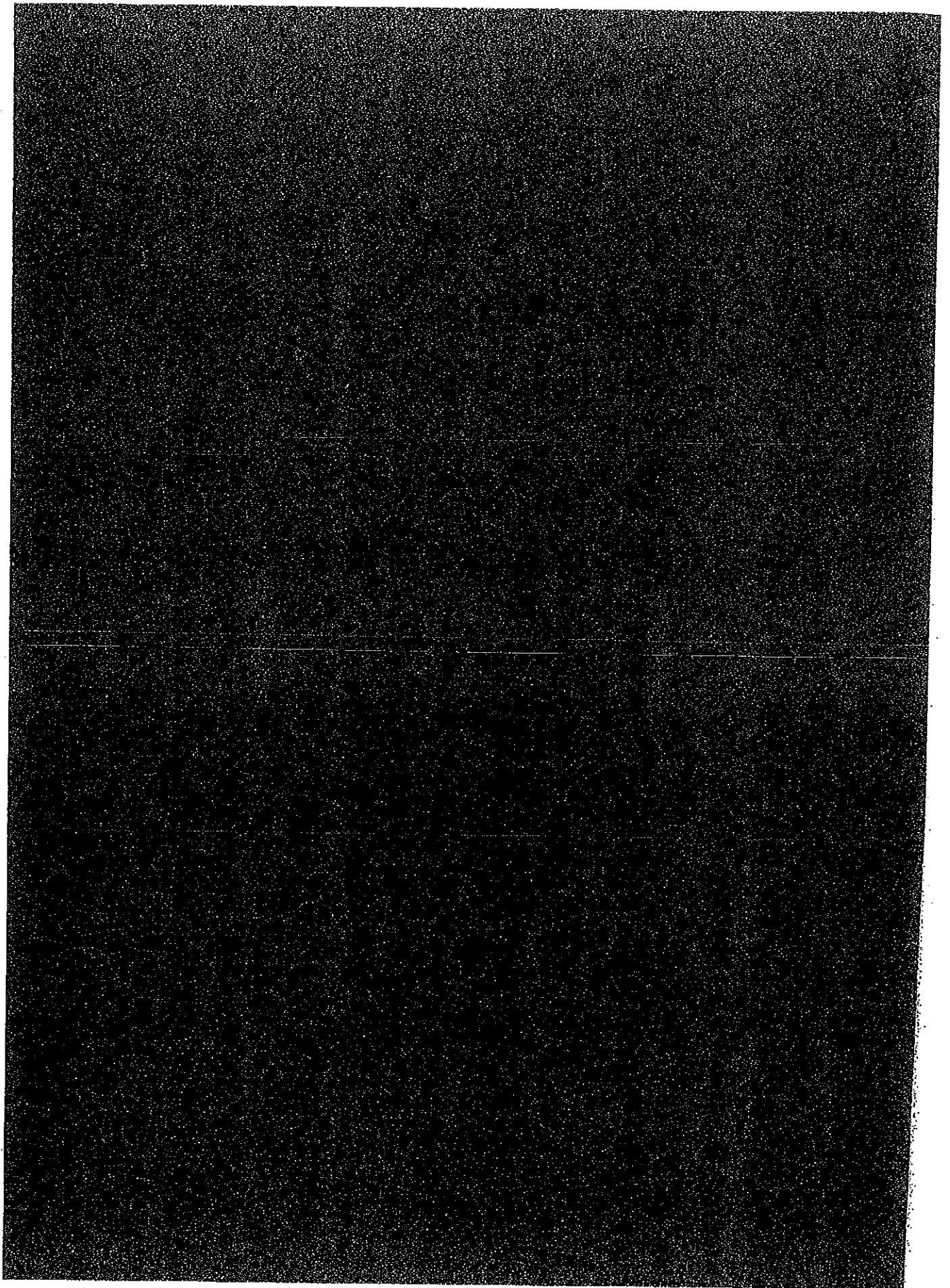
| <u>PLANNING COMMISSION:</u> | <u>TERM EXPIRES:</u> | <u>NEW TERM:</u> | <u>NEW DATE:</u> |
|------------------------------------|-----------------------------|-------------------------|-------------------------|
| Katharine M. Rojik | 12-31-2020 | 4 year | 12-31-2024 |
| Robert S. Bechtold | 12-31-2020 | 4 year | 12-31-2024 |
| Mark Schmidt | 12-31-2021 | 4 year | 12-31-2025 |
| John Butala | 12-31-2021 | 4 year | 12-31-2025 |
| Suzanne L. Garlena | 12-31-2022 | 4 year | 12-31-2026 |
| Patrick D. Stark | 12-31-2022 | 4 year | 12-31-2026 |
| Alan M. Banks | 12-31-2023 | 4 year | 12-31-2027 |

| <u>ZONING HEARING BOARD:</u> | | | |
|-------------------------------------|------------|--------|------------|
| Scott Woloszyk | 12-31-2020 | 5 year | 12-31-2025 |
| Neil Tristani | 12-31-2021 | 5 year | 12-31-2026 |
| James Smullin/Alternate: | 12-31-2021 | 5 year | 12-31-2026 |
| George Hollibaugh | 12-31-2022 | 5 year | 12-31-2027 |
| Sean Parkinson | 12-31-2023 | 5 year | 12-31-2028 |
| Joseph D. Gizienski | 12-31-2024 | 5 year | 12-31-2029 |

| <u>PARKS & RECREATION BOARD:</u> | | | |
|---|------------|--------|------------|
| Amy Stark | 12-31-2020 | 5 year | 12-31-2025 |
| Carol McCaskey | 12-31-2021 | 5 year | 12-31-2026 |
| Nina Jonnet | 12-31-2021 | 5 year | 12-31-2026 |
| Arjona Karpuzi | 12-31-2022 | 5 year | 12-31-2027 |
| Taite Hopwood | 12-31-2024 | 5 year | 12-31-2029 |
| April Gentile | 12-31-2024 | 5 year | 12-31-2029 |
| Sara Kreidler | 12-31-2024 | 5 year | 12-31-2029 |

| <u>DEER CREEK DRAINAGE BASIN:</u> | | | |
|--|------------|--------|------------|
| Donald Simonetti | 12-31-2021 | 5 year | 12-31-2026 |
| Daniel Coluccio | 12-31-2021 | 5 year | 12-31-2026 |
| Ronald Plesh | 12-31-2022 | 5 year | 12-31-2027 |
| David Trocki | 12-31-2023 | 5 year | 12-31-2028 |

DCDBA -- Number of members for West Deer
 2016 – 4 members
 2017 – 5 members
 2018 – 4 members
 2019 – 5 members
2020 – 4 members
 2021 – 5 members
 2022 – 4 members
 2023 – 5 members



ADOPTION: RESOLUTION NO. 2021-1 (COVID POLICY RESOLUTION)

RESOLUTION NO. 2021-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, EXTENDING A PERSONNEL POLICY AND APPLICATION FOR THE ADMINISTRATION OF PERSONAL LEAVE DURING THE COVID-19 PANDEMIC THROUGH MARCH 31, 2021

THE RESOLUTION WILL BE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2021-1 EXTENDING A PERSONNEL POLICY AND APPLICATION FOR THE ADMINISTRATION OF PERSONAL LEAVE DURING THE COVID-19 PANDEMIC THROUGH MARCH 31, 2021

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| MRS. HOLLIBAUGH | ___ | ___ | ___ | ___ |
| MRS. JORDAN | ___ | ___ | ___ | ___ |
| DR. MANN | ___ | ___ | ___ | ___ |
| MR. FORBES | ___ | ___ | ___ | ___ |
| MR. KARPUI | ___ | ___ | ___ | ___ |

TOWNSHIP OF WEST DEER

RESOLUTION NO. 2021-1

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TOWNSHIP OF WEST DEER, EXTENDING A PERSONNEL POLICY
AND APPLICATION FOR THE ADMINISTRATION OF PERSONAL
LEAVE DURING THE COVID-19 PANDEMIC**

WHEREAS, a novel coronavirus (now known as "COVID-19") began infecting humans in December 2019, and has since spread worldwide, including the United States; and

WHEREAS, a State of Emergency had been declared in the United States, the Commonwealth of Pennsylvania, and in West Deer Township; and

WHEREAS, Federal, State, and law had been implemented to ensure personal workplace leave for those affected by COVID-19, but had expired as of 31 December 2020; and

WHEREAS, the Board of Supervisors of West Deer Township desires to provide proper policies and procedures for extending a similar benefit through 31 March 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of West Deer Township that the COVID-19 Personnel Policy and Procedures adopted through Resolution No. 2020-6 be amended as attached to provide a similar benefit through 31 March 2021.

Duly adopted by the Board of Supervisors of the Township of West Deer, this 20th day of January, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel Mator
Township Manager

Arlind Karpuzi
Chairman, Board of Supervisors

Policy on Paid Leave under the Families First Coronavirus Response Act

The Families First Coronavirus Response Act ("FFCRA") and the benefits provided thereunder expired 31 December 2020. In order to minimize the risk of exposure and restrict the spread of COVID-19, the Township is temporarily extending paid sick leave benefits to qualifying employees pursuant to the terms of this Policy.

This extended sick leave benefit is a temporary exception to the City's current sick leave policies and is being made only due to the extraordinary circumstances presented by the COVID-19 pandemic. This Policy will expire by its terms no later than 31 March 2021, unless extended by the Township. However, the COVID-19 pandemic and the distribution of vaccines under Emergency Use Authorizations are rapidly developing issues. Accordingly, the Township reserves the right to amend or terminate this Policy at any time.

1. **Qualifying Reasons for Paid Leave.** Except as set forth below relative to Township police officers, Township employees may be eligible for additional paid sick leave under this Policy if the employee is unable to work or telework due to one of the following:
 1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 2. The employee has been advised by a health care provider to self-quarantine related to COVID-19;
 3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 4. The employee is caring for an individual with whom the employee has a personal relationship, and who subject to an order described in (1) or self-quarantine as described in (2);
 5. The employee is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
 6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
2. **Paid Leave Benefits.** The amount of paid leave is based on the employee's average regular rate of pay multiplied by the number of hours the employee would normally be scheduled to work during the period for which paid leave is sought, up to a maximum of 80 hours. There is a \$511 per day maximum, and a \$5,110 aggregate benefit, if the leave is related to reasons 1 through 3 of the qualifying reasons set forth in Paragraph 1. If the leave is to care for another individual due to COVID-19 reasons (with whom the employee has a "personal relationship"), to care for a minor child or child over the age of 18 who is

incapable of self-care because of a mental or physical disability due to the closure of school or the inability to obtain child care during a public health emergency, or because the employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, then the employee only receives two-thirds of his or her average regular rate of pay, but subject to a \$200 per day maximum, and a \$2,000 aggregate.

3. **Notice of Need for Leave.** Employees should provide reasonable notice to the Township of the need for leave, and the reasons therefore, as the circumstances allow. Employees, however, are not required to provide notice of the need for leave in advance of taking leave.
4. **Documentation of Leave.** The Township shall document all requests for leave that are made orally. Employees are required to furnish information to support the leave request on a form provided by the Township when circumstances allow them to do so.
5. **Recordkeeping.** The Township shall keep all records of requests for leave, grants of leave, and denials of leave requests for four (4) years after the date of initial leave request.
6. **Township Provided Leave Benefits for Police Officers.** The Township will provide to its police officers paid leave under the terms of this Policy only for qualifying leave under reasons 1, 2, or 3 as set forth in Paragraph 1.
7. **No Discrimination/No Retaliation.** No Township officer or employee shall discriminate or retaliate against an employee on account of that employee's application for, or utilization of, leave under this Policy.
8. **Other Township Policies and Agreements.** This Policy is not intended to diminish an employee's rights or benefits under federal, state, or local laws, existing Township policy, or any collective bargaining agreement that applies to such employee.
9. **Policy Expiration Date.** With the exception of the recordkeeping duties identified in Paragraph 5, this Policy and the benefits provided hereunder shall expire March 31, 2021, unless extended in the Township's sole and complete discretion.

APPLICATION AND PROCEDURE FOR TEMPORARY COVID-19 PAID SICK LEAVE

The Families First Coronavirus Response Act ("FFCRA") expired December 31, 2020. To minimize the risk of exposure and restrict the spread of COVID-19, the Township is temporarily providing additional paid sick leave benefits, up to a maximum of eighty (80) hours, to non-Act 17 eligible Township employees under the terms and conditions of the Township's Temporary COVID-19 Paid Sick Leave Policy.

I. Employee Information

Employee Name: _____

II. Temporary COVID-19 Paid Sick Leave

An employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual with whom the employee has a personal relationship, and who is subject to an order described in (1), or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Are you applying for Temporary COVID-19 Paid Sick Leave? _____Yes _____No

Dates for which you are applying for leave: _____.

Are you unable to work or telework due to one of the six qualifying reasons for leave? (Y/N)

Under what section (1 – 6) above, are you applying? _____.

If you are applying for paid sick leave under reason (1), please identify the governmental entity that issued the order: _____.

If you are applying for paid sick leave under reason (2), identify the name of the health care provider who advised you to self-quarantine: _____. [If available, please provide any letter or note from your health care provider that contains this advice.]

If you are applying for paid sick leave under reason (3), identify the name of the health care provider from whom you are seeking a medical diagnosis: _____.

If you are applying for paid sick leave under reason (4), identify either the governmental entity who issued the order, or the health care provider who advised the individual to self-quarantine: _____. [If applicable, and if available, please provide any letter or note from the health care provider that contains this advice.]

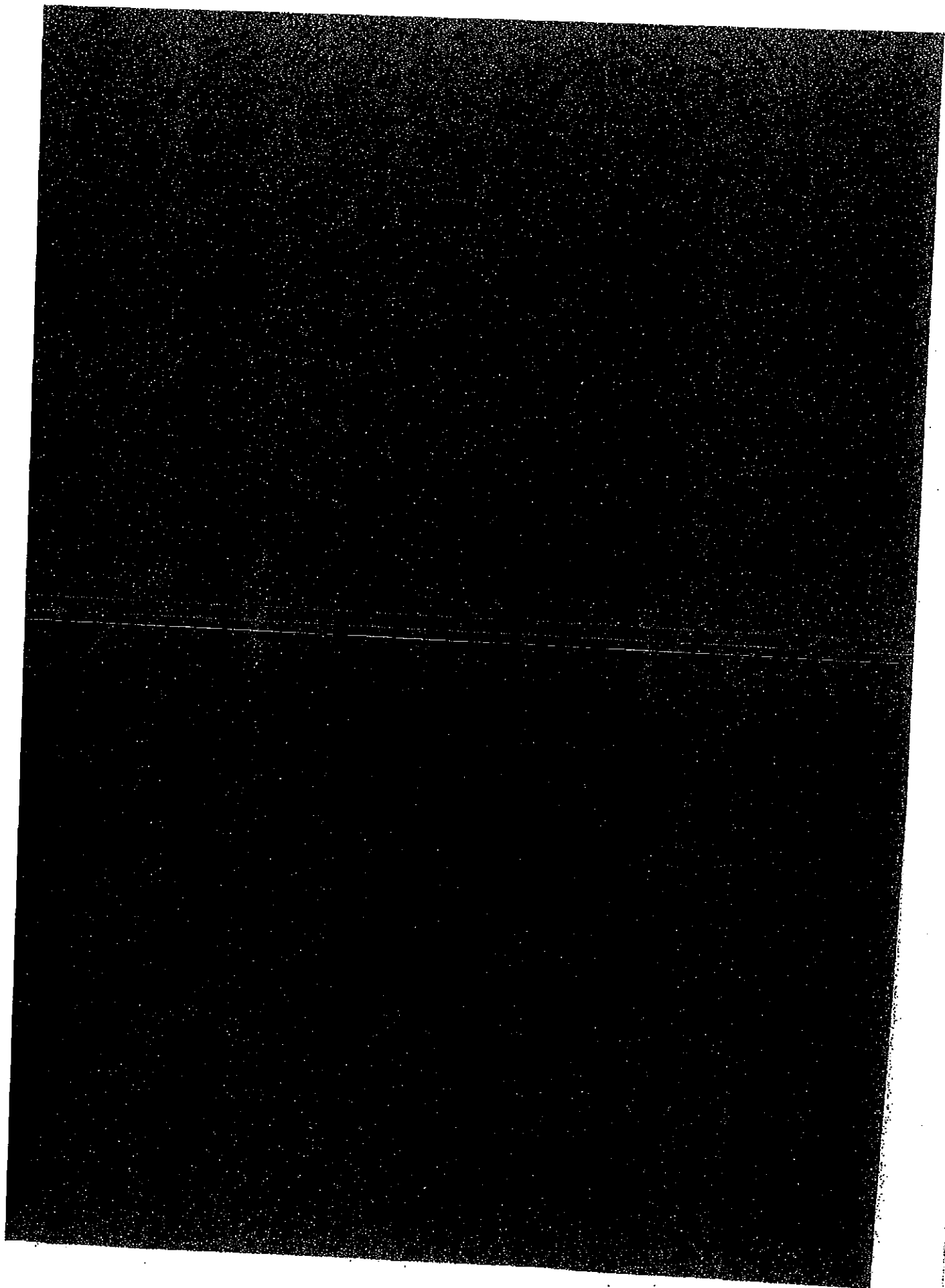
If you are requesting leave under reason (5), please identify:

- The name of the son or daughter being cared for: _____.
- The name of the school or childcare provider that has closed or become unavailable due to a public health emergency: _____.
- By applying for leave under this provision, I represent that there is no other suitable person available to care for my son or daughter. (Employee initial here: ____).

Employee Affirmation:

I, _____ affirm that the information submitted on this form is true and correct to the best of my belief.

Employee Signature: _____



ADOPTION – ORDINANCE NO. 439 (VERIZON CABLE FRANCHISE)

ORDINANCE NO. 439

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND VERIZON PENNSYLVANIA, LLC

MR. ROBB AND MR. MATOR...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 439 AUTHORIZING THE
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND VERIZON PENNSYLVANIA, LLC.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| MRS. JORDAN | ___ | ___ | ___ | ___ |
| DR. MANN | ___ | ___ | ___ | ___ |
| MR. FORBES | ___ | ___ | ___ | ___ |
| MRS. HOLLIBAUGH | ___ | ___ | ___ | ___ |
| MR. KARPUZI | ___ | ___ | ___ | ___ |

ORDINANCE NO. 439

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC**

WHEREAS, the Franchisee is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of September 19, 2007, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ORDAINED AND ENACTED INTO LAW THIS 20TH DAY OF JANUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

PAID

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 20 January 2021, 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 Act No. 1998-93 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 seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

| <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|------------|-----------|----------------|---------------|
|------------|-----------|----------------|---------------|

Arlind Karpuzi, Chairperson

Shirley Hollibaugh, Vice Chairperson

Brandon Forbes

Beverly Jordan

Jennifer Mann

WITNESS my hand and the seal of the Township on this 20th day of January 2021.

[SEAL]

By: _____
Daniel Mator
Township Manager

CABLE FRANCHISE RENEWAL AGREEMENT
BETWEEN
WEST DEER TOWNSHIP
AND
VERIZON PENNSYLVANIA LLC

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1. DEFINITIONS..... | 2 |
| 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS | 8 |
| 3. PROVISION OF CABLE SERVICE | 11 |
| 4. SYSTEM FACILITIES | 12 |
| 5. EG SERVICES | 13 |
| 6. FRANCHISE FEES | 15 |
| 7. CUSTOMER SERVICE | 17 |
| 8. REPORTS AND RECORDS | 17 |
| 9. INSURANCE AND INDEMNIFICATION | 18 |
| 10. TRANSFER OF FRANCHISE..... | 19 |
| 11. RENEWAL OF FRANCHISE..... | 20 |
| 12. ENFORCEMENT AND TERMINATION OF FRANCHISE | 20 |
| 13. MISCELLANEOUS PROVISIONS..... | 22 |
| EXHIBIT A – SERVICE AREA | 27 |
| EXHIBIT B – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE..... | 28 |
| EXHIBIT C – CUSTOMER SERVICE STANDARDS..... | 29 |

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into on this _____ (the "Effective Date" as set forth in Section 2.3) by and between the TOWNSHIP OF WEST DEER, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Township"), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of October 9, 2007, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of twelve (12) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township's grant of a renewal franchise to the Franchisee, the Franchisee's promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

WEST DEER TOWNSHIP

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.2 of this Agreement.

1.3 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: "the one-way transmission to subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system." The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states "a portion

of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).”

1.8 *Communications Act*: The Communications Act of 1934, as amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee’s Cable System or cable operations.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.11 *Customer Service Standards*: The standards for customer service as set forth in Exhibit C.

1.12 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Township.

1.13 *EG*: Educational or Governmental.

1.14 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.15 *Fiber to the Premise Telecommunications Network (“FTTP Network”)*: The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.16 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.17 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.18 *Government Access Channel*: An Access Channel available for the use of the Township for governmental purposes.

1.19 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;
- (18) regional sports programming fees;
- (19) late payment fees;

- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

1.19.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.19.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.19.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.19.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber

WEST DEER TOWNSHIP

fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.19.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.19.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.19.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.19.10 Program launch fees;

1.19.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.19.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.20 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

1.21 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22 *Non-Cable Services*: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.23 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-

WEST DEER TOWNSHIP

view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.24 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.26 *Service Area*: All portions of the Township where Cable Service is being offered as depicted on Exhibit A.

1.27 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.28 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.29 *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.30 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.31 *Title II*: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.32 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.33 *Township*: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.34 *Transfer of the Franchise*:

1.34.1 Any transaction in which:

1.34.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.34.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.34.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.34.2 However, notwithstanding subsections 1.34.1.1, 1.34.1.2, and 1.34.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.35 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

1.36 *Video Service Provider or VSP*: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority*: The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing

Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on _____, 2020 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until _____ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way;

provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Additional Service Areas:* Except for the Service Area depicted in Exhibit A, the Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Township during the term of this Franchise or any renewals thereof. If Franchisee desires to add Additional Service Areas within the Township, Franchisee shall notify Township in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.3 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the

WEST DEER TOWNSHIP

Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.4.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit B; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.4.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as may be designated by the Township in Exhibit B; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. **SYSTEM FACILITIES**

4.1 *Technical Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. **EG SERVICES**

5.1 *EG Set Aside; Interconnection:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, "EG Channels") for exclusive use by the Township or its designee. The Township will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the Term of this Franchise until such time as the Township begins using the EG Channel pursuant to Section 5.1.2 for educational and/or governmental purposes and/or if the Township ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 The Township reserves the right to obtain from the Franchisee, upon one hundred and twenty (120) days written notice, one EG Channel for exclusive use by the Township. Such notification shall constitute authorization to the Franchisee to transmit such programming within and without the Township. The Franchisee shall assign the EG Channel number to the extent such channel number assignments do not interfere with the Franchisee's existing or planned channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make such assignments in its sole discretion. The EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channel and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use EG capacity, the Township shall provide the Franchisee with ninety (90) days' prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.2.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate an EG channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel

responsible for maintaining and operating such equipment and facilities or generating any such EG programming.

5.3 *Indemnity for EG:* The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.3.1 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6. **FRANCHISE FEES**

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars (\$3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit C. Such Requirements may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records:* Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit C) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. **INSURANCE AND INDEMNIFICATION**

9.1 *Insurance:*

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such cancellation.

WEST DEER TOWNSHIP

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld.

No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.34 above.

11. **RENEWAL OF FRANCHISE**

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Non-Compliance:* If at any time the Township believes that the Franchisee has not complied with the terms of the Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

| | |
|--|--|
| For failure to provide Cable Service as set forth in Sections 3.1-3.3..... | \$150/day for each day the violation continues; |
| For failure to maintain the FCC technical standards as set forth in Section 4..... | \$150/day for each day the violation continues; |
| For failure to provide EG Services to the community specified in Section 5.1..... | \$150/day for each day the violation continues; |
| For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4..... | \$150/day for each day the violation continues; |
| For failure to provide the Township with any reports or records required by the Agreement within the time period required..... | \$150/day for each day the violation continues; |
| For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit C | \$450 for each quarter in which such standards were not met; |
| For failure to carry the insurance specified in Section 10.1.1..... | \$150/day for each day the violation continues; and |
| For a Transfer specified in Section 11 without required approval..... | \$150/day for each day the violation continues. |

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. **MISCELLANEOUS PROVISIONS**

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns.

13.3 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.3.1 *Good Faith Error*: The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments*: The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon Legal Department
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and Deputy
General Counsel

13.5.2 Notices to the Township shall be mailed to:

West Deer Township
109 East Union Road
Cheswick, PA 15024
Attention: Township Manager

With a copy to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

13.6 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or

WEST DEER TOWNSHIP

contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.9 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information:* The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF WEST DEER

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Service Area

Exhibit B: Municipal Buildings to be Provided Free Cable Service

Exhibit C: Customer Service Standards

EXHIBIT A
SERVICE AREA

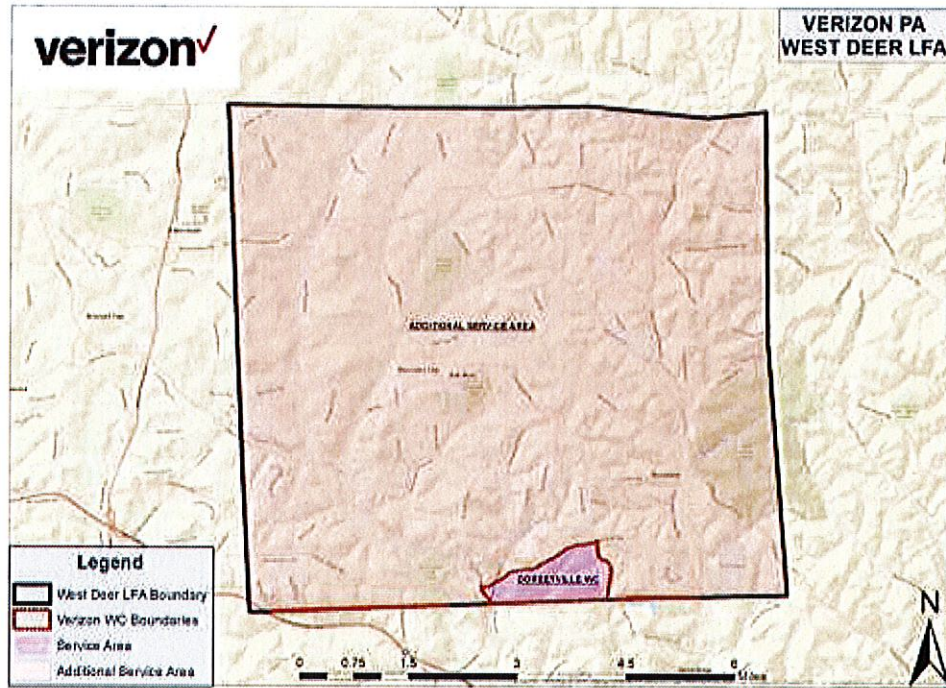


EXHIBIT B
PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

[NOTE: NO BUILDINGS LISTED IN ORIGINAL]

EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

A. **Respond**: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage**: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. **Service Call**: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation**: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history

information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides,

installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

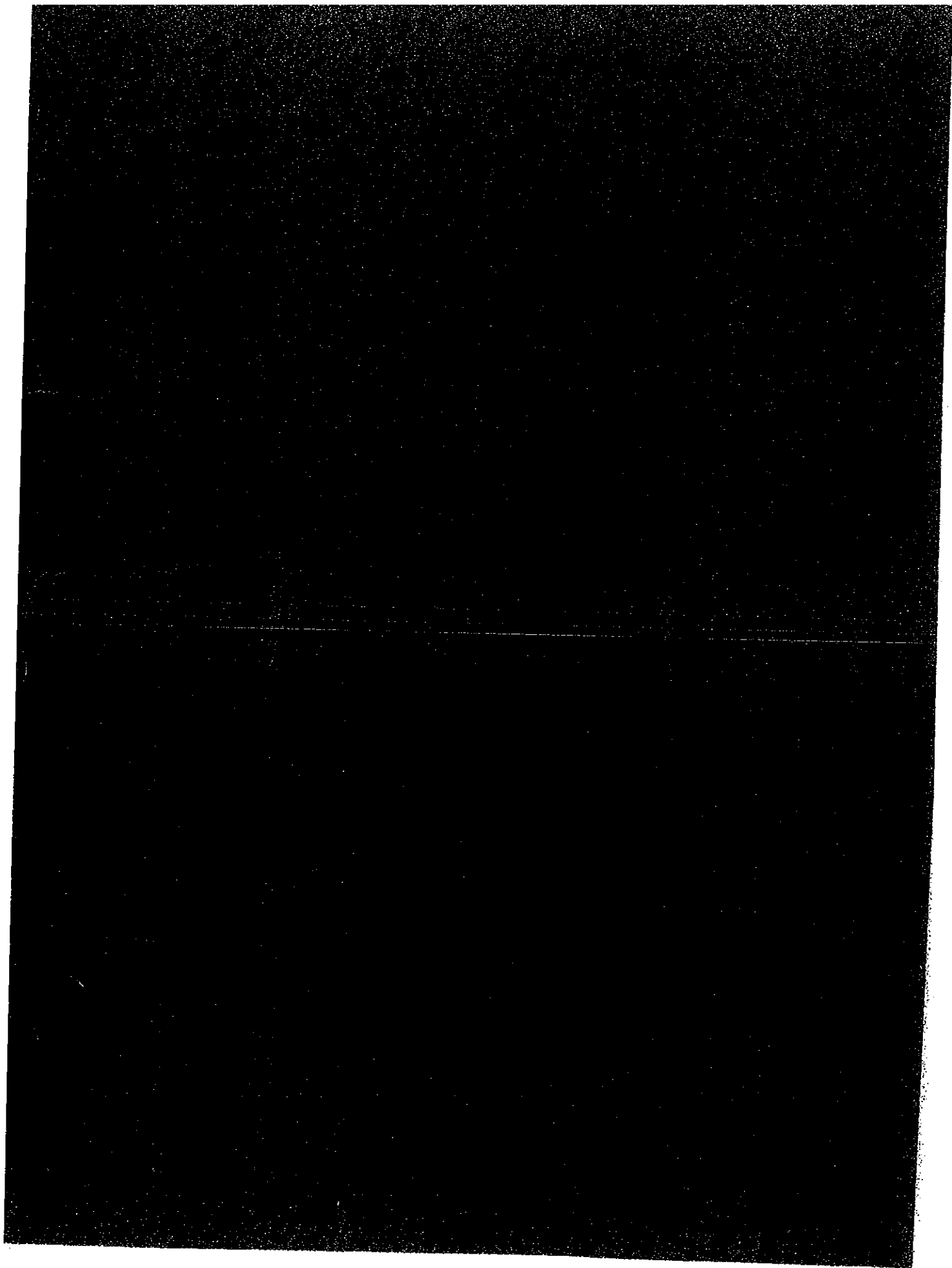
G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.



ADOPTION – ORDINANCE NO. 440 (PARKING ORDINANCE)

ORDINANCE NO. 440

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER PROHIBITING
THE PARKING OF VEHICLES ON CERTAIN MUNICIPAL STREETS**

MR. ROBB, CHIEF LAPE, AND MR. MATOR...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

**I MOVE TO ADOPT ORDINANCE NO. 440 PROHIBITING THE PARKING
OF VEHICLES ON CERTAIN MUNICIPAL STREETS.**

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| DR. MANN | — | — | — | — |
| MR. FORBES | — | — | — | — |
| MRS. HOLLIBAUGH | — | — | — | — |
| MRS. JORDAN | — | — | — | — |
| MR. KARPUZI | — | — | — | — |

ORDINANCE NO. 440

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, PROHIBITING THE PARKING OF VEHICLES ON CERTAIN MUNICIPAL STREETS; AND FURTHER, TO INCREASE THE FINES FOR ALL PARKING VIOLATIONS IN THE TOWNSHIP

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to establish traffic and parking regulations and devices; and

WHEREAS, in order to maintain an orderly flow of traffic, remove impediments to prompt responses by emergency vehicles and protect both motorists and pedestrians from injury, the Board of Supervisors has deemed it necessary to establish regulations to restrict on-street parking on certain municipal streets or sections of the same; and

WHEREAS, Township Ordinance No. 177, enacted on June 10, 1987, which was subsequently amended by Ordinance No. 319 enacted on March 17, 2004, established, *inter alia*, parking restrictions as well as a penalty and notice provisions for violations; and

WHEREAS, the Board of Supervisors seeks to increase the amount of the fine for violation of the Township's parking regulations in order to deter future violations.

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

Section 1. Parking Prohibitions.

Parking shall be prohibited at all times in the following locations, except as set forth in Section 2 of this Ordinance:

Cedar Ridge Plan

1. Bayfield Road, for its entire length on both sides
2. Cedar Glen Road, for its entire length on both sides
3. Cottonwood Court, for its entire length on both sides
4. Countrywood Drive, for its entire length on both sides
5. Huntertown Road, for its entire length on both sides

6. Northridge Drive, for its entire length on both sides
7. Royal Court, for its entire length on both sides
8. Sherbrook Court, for its entire length on both sides
9. Spring Valley Drive, for its entire length on both sides
10. Sunnyvale Drive, for its entire length on both sides
11. Tremont Drive, for its entire length on both sides
12. Valleyfield Drive, for its entire length on both sides
13. Woodlake Court, for its entire length on both sides
14. Woodlake Drive, for its entire length on both sides

Grouse Run Plan

15. Lager Drive, for its entire length on both sides
16. Night Hawk Drive, for its entire length on both sides
17. Partridge Run Road, for its entire length on both sides
18. Pintail Road, for its entire length on both sides
19. Raccoon Way, for its entire length on both sides
20. Ringneck Court, for its entire length on both sides
21. Squirrel Hollow Drive, for its entire length on both sides

Fawn Haven Plans, Nos. II and III

22. East Stag Drive (Fawn Haven II), for its entire length on both sides
23. West Stag Drive (Fawn Haven II), for its entire length on both sides
24. Haven Hill Drive (Fawn Haven II), for its entire length on both sides
25. Crestwood Drive (Fawn Haven III), for its entire length on both sides
26. Dawn Road (Fawn Haven III), for its entire length on both sides
27. Havencrest Drive (Fawn Haven III), for its entire length on both sides
28. Paradise Drive (Fawn Haven III), for its entire length on both sides
29. Rickenbaugh Road (Fawn Haven III), for its entire length on both sides
30. Skyview Terrace (Fawn Haven III), for its entire length on both sides

Oakwood Circle

- 31. Ashley Road, for its entire length on both sides
- 32. Oakwood Circle, for its entire length on both sides
- 33. Pin Oak Road, for its entire length on both sides

Deer Park Plan

- 34. Deer Park Drive, for its entire length on both sides
- 35. Greenleaf Drive, for its entire length on both sides
- 36. Linden Drive, for its entire length on both sides
- 37. Meadowwood Drive, for its entire length on both sides
- 38. Shagbark Drive, for its entire length on both sides
- 39. Wineberry Drive, for its entire length on both sides
- 40. Woodhill Drive, for its entire length on both sides

Stonecrest Plan

- 41. Brownstone Court, for its entire length on both sides
- 42. Fieldstone Court, for its entire length on both sides
- 43. Fieldstone Drive, for its entire length on both sides
- 44. Pebblestone Court, for its entire length on both sides
- 45. Sandstone Court East, for its entire length on both sides
- 46. Sandstone Court West, for its entire length on both sides
- 47. Sandstone Drive, for its entire length on both sides
- 48. Stonecrest Drive, for its entire length on both sides

Section 2. Limited Parking Permits. The Chief of Police or his designee shall have the authority to permit on-street parking on the above-referenced streets in limited areas and for limited time periods upon the advance request of a Township resident who resides in one of above-referenced developments for the purposes of providing on-street parking for parties, gatherings or similar events. In no event shall such on-street parking create a hazard to pedestrian or vehicular safety as determined in the sole discretion of the Chief of Police or his

designee. The Township Manager and/or Chief of Police shall establish the necessary forms and procedure to process a request for on-street parking pursuant to this Section.

Section 3. The Township Manager, Chief of Police, Code Enforcement Officer, Public Works Foreman, Township Solicitor, and all others employed or appointed by the Township of West Deer, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof, including the placement of appropriate signage.

Section 4. Violations/Penalty. Any person found guilty of a violation of the parking regulations of the Township of West Deer, including but not limited to those set forth in this Ordinance and Ordinance No. 177, as amended by Ordinance No. 319, shall be \$15.00 per violation. Each day of a violation shall be considered a separate offense.

Section 5. Repealer. Any and all ordinances and/or resolutions, or parts thereof, conflicting herewith are repealed to the extent of such inconsistency.

Section 6. Severability. The provisions of this Ordinance are severable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder of the Ordinance. It is hereby declared that it is the intent of the Township of West Deer Board of Supervisors that this Ordinance would have been adopted as if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

Section 7. Effective Date. This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Supervisors of the Township of West Deer.

ORDAINED AND ENACTED INTO LAW THIS 20TH DAY OF JANUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.

Township Manager

Arlind Karpuzi, Chairman

Board of Supervisors

CERTIFICATE

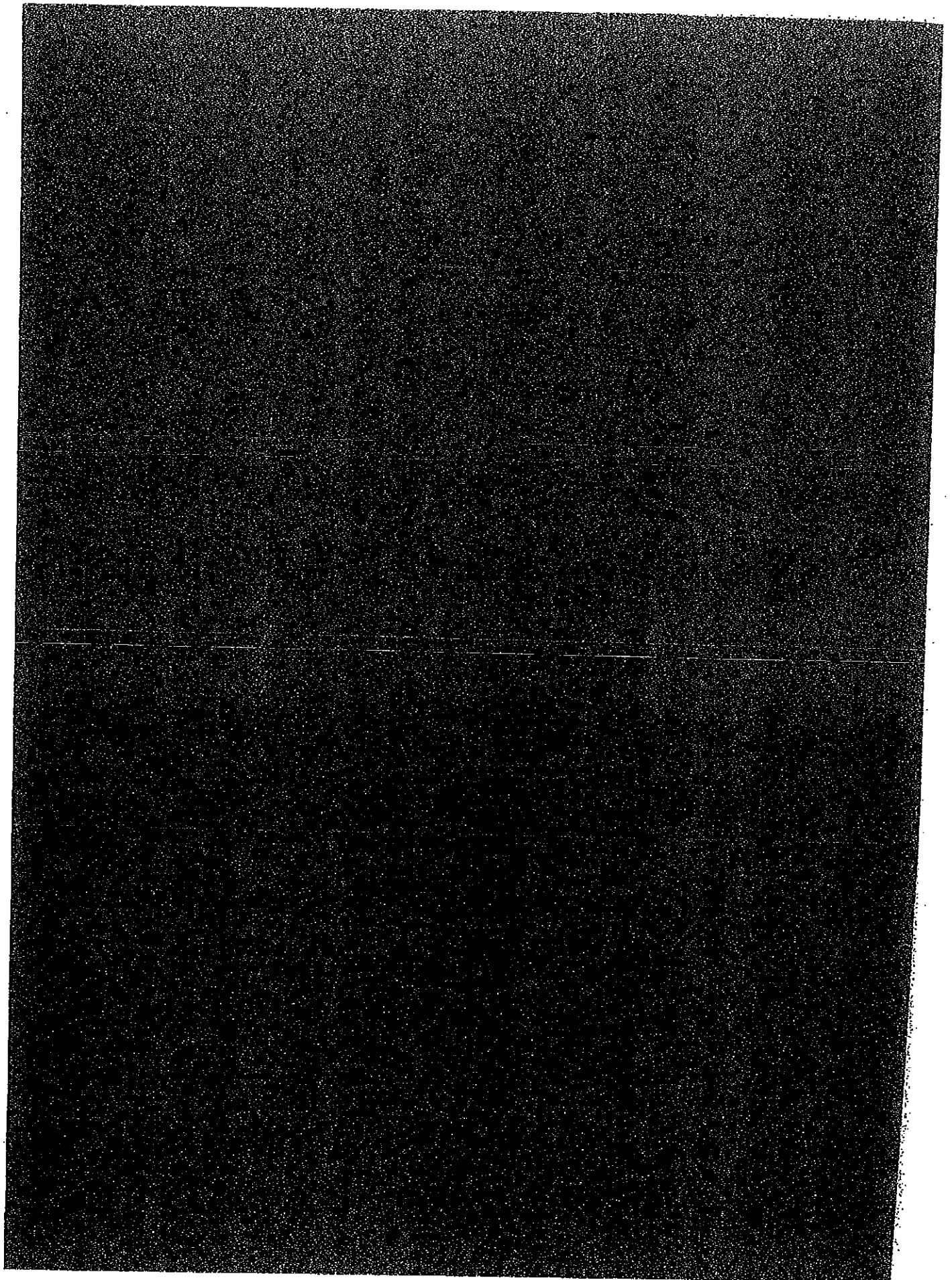
I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 20 January 2021, and that at such meeting a quorum was present and acting throughout, after due notice to the members 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 Act No. 1998-93 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 seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

| | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|--------------------------------------|------------|-----------|----------------|---------------|
| Arlind Karpuzi, Chairperson | | | | |
| Shirley Hollibaugh, Vice Chairperson | | | | |
| Brandon Forbes | | | | |
| Beverly Jordan | | | | |
| Jennifer Mann | | | | |

WITNESS my hand and the seal of the Township on this 20th day of January 2021.

[SEAL]

By: _____
Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 441 (DEER LAKES YOUTH BASEBALL LEASE)

ORDINANCE NO. 441

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP OF WEST DEER AND THE DEER LAKES YOUTH BASEBALL.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 441 AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP AND THE DEER LAKES YOUTH BASEBALL.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ORDINANCE NO. 441

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF TOWNSHIP REAL
PROPERTY TO DEER LAKES YOUTH BASEBALL, INC.**

WHEREAS, Township of West Deer is the fee simple owner of real property known as Bairdford Park located on 50 and 72 Maple Street in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot Nos. 1669-P-238 and 1669-P-325;

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease a portion of Bairdford Park described and depicted in the Lease attached hereto as Exhibit A (the "Property") to Deer Lakes Youth Baseball, Inc., a Pennsylvania nonprofit corporation with a business address of P.O. Box 15, Curtisville, PA 15032 ("Deer Lakes Baseball"), for Deer Lakes Baseball's use of playing and practicing youth baseball and certain associated activities;

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to authorize the lease of Township real property by ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the property is in the best interest of the Township.

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

Section 1. Lease of Property to Deer Lakes Baseball

The proper Township officials are authorized to execute the Lease attached hereto as Exhibit A and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer

Any and all ordinances and/or resolutions – or parts thereof – conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF FEBRUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

DRAFT

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 17 February 2021, 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 Act No. 1998-93 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 seven; 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

Arlind Karpuzi, Chairperson

Beverly Jordan, Vice Chairperson

Brandon Forbes

Shirley Hollibaugh

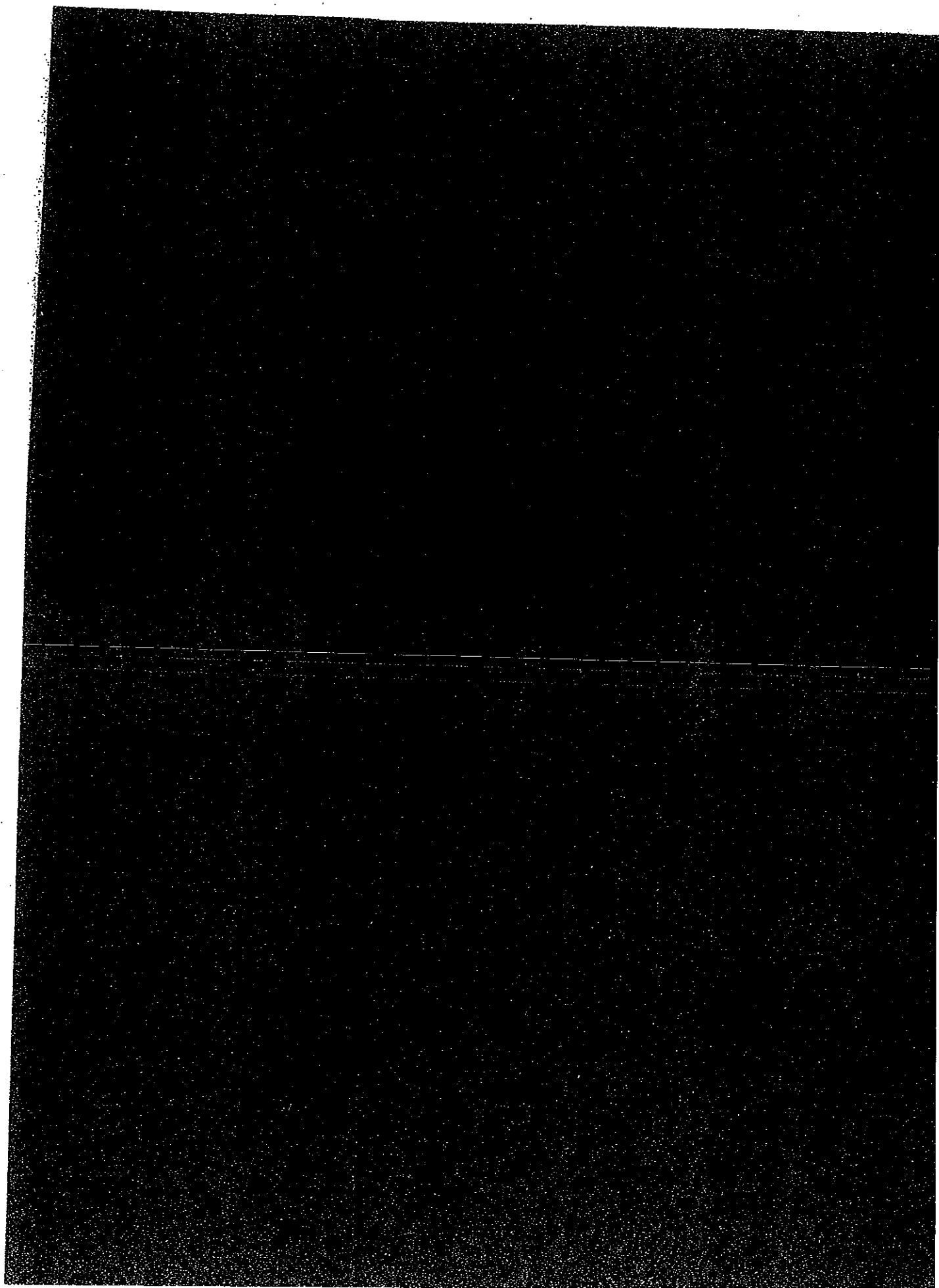
Jennifer Mann

WITNESS my hand and the seal of the Township on this 17th day of February 2021.

[SEAL]

By: _____

Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 442 (DEER LAKES YOUTH FOOTBALL LEASE)

ORDINANCE NO. 442

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP OF WEST DEER AND THE DEER LAKES YOUTH FOOTBALL.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 442 AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP AND THE DEER LAKES YOUTH FOOTBALL.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ORDINANCE NO. 442

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF TOWNSHIP REAL
PROPERTY TO DEER LAKES YOUTH FOOTBALL, INC.**

WHEREAS, Township of West Deer is the fee simple owner of real property known as the Nike Site Park located on 4832 Gibsonia Road in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot No. 1080-C-191;

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease a portion of the Nike Site Park described and depicted in the Lease attached hereto as Exhibit A (the "Property") to Deer Lakes Youth Football, Inc., a Pennsylvania nonprofit corporation with a business address of P.O. Box 209, Russellton, PA 15076 ("Deer Lakes Football"), for Deer Lakes Football's use of playing and practicing youth football and certain associated activities;

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to authorize the lease of Township real property by ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the property is in the best interest of the Township.

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

Section 1. Lease of Property to Deer Lakes Football

The proper Township officials are authorized to execute the Lease attached hereto as Exhibit A and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer

Any and all ordinances and/or resolutions – or parts thereof – conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF FEBRUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

DRAFT

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 17 February 2021, 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 Act No. 1998-93 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 seven; 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

Arlind Karpuzi, Chairperson

Beverly Jordan, Vice Chairperson

Brandon Forbes

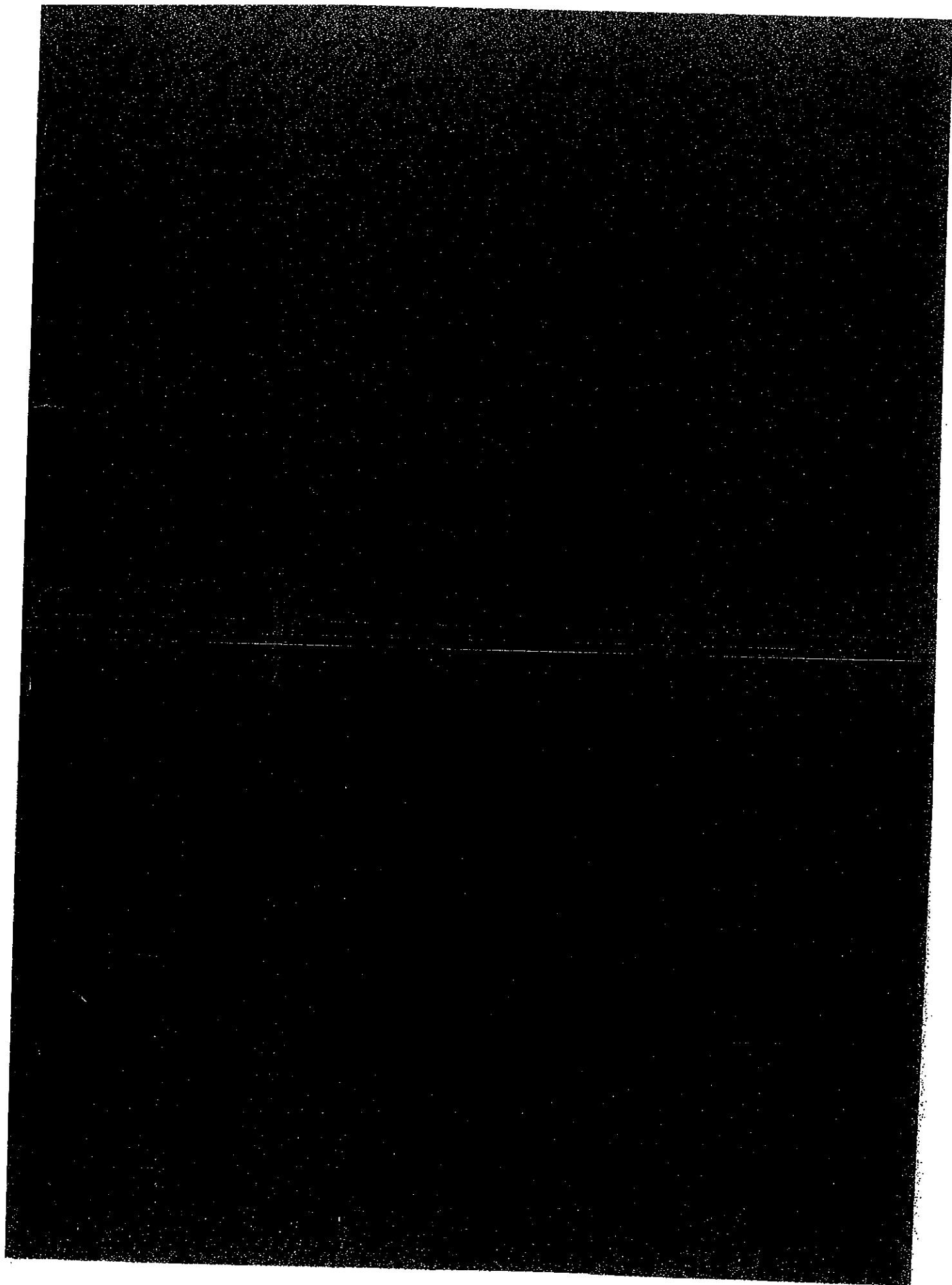
Shirley Hollibaugh

Jennifer Mann

WITNESS my hand and the seal of the Township on this 17th day of February 2021.

[SEAL]

By: _____
Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 443 (DEER LAKES YOUTH LACROSSE LEASE)

ORDINANCE NO. 443

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP OF WEST DEER AND THE DEER LAKES YOUTH LACROSSE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 443 AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP AND THE DEER LAKES YOUTH LACROSSE.

| | MOTION | SECOND | AYES | NAYES |
|------------------------|---------------|---------------|-------------|--------------|
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ORDINANCE NO. 443

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF TOWNSHIP REAL
PROPERTY TO DEER LAKES YOUTH LACROSSE**

WHEREAS, Township of West Deer is the fee simple owner of real property known as the Nike Site Park located on 4832 Gibsonia Road in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot No. 1080-C-191;

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease a portion of the Nike Site Park described and depicted in the Lease attached hereto as Exhibit A (the "Property") to Deer Lakes Youth Lacrosse, a Pennsylvania nonprofit corporation with a business address of P.O. Box 171, Bairdford, PA 15006 ("Deer Lakes Lacrosse"), for Deer Lakes Lacrosse's use of playing and practicing youth lacrosse and certain associated activities;

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to authorize the lease of Township real property by ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the property is in the best interest of the Township.

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

Section 1. Lease of Property to Deer Lakes Lacrosse

The proper Township officials are authorized to execute the Lease attached hereto as Exhibit A and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer

Any and all ordinances and/or resolutions – or parts thereof – conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF FEBRUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

DRAFT

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 17 February 2021, 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 Act No. 1998-93 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 seven; 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

Arlind Karpuzi, Chairperson

Beverly Jordan, Vice Chairperson

Brandon Forbes

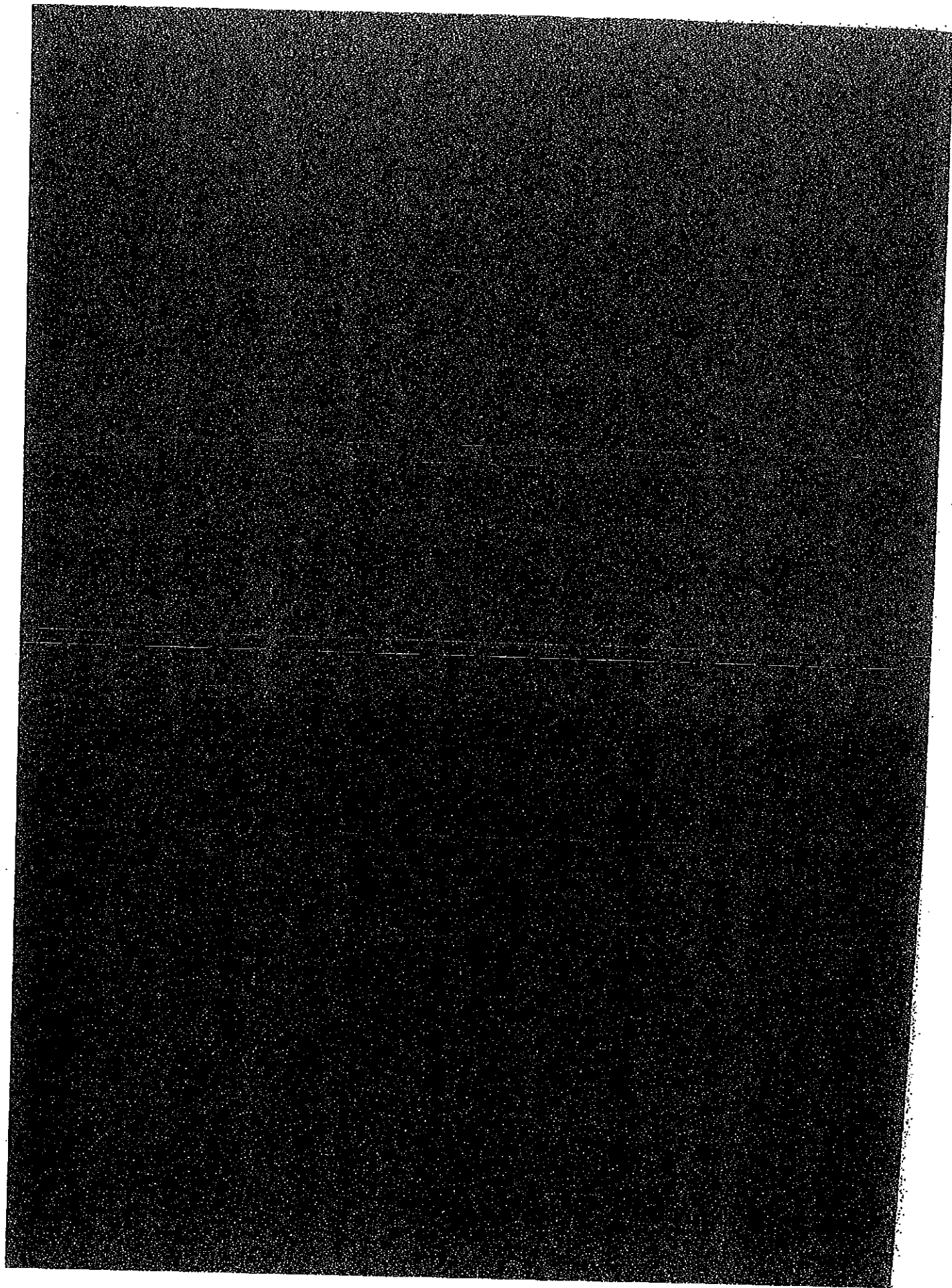
Shirley Hollibaugh

Jennifer Mann

WITNESS my hand and the seal of the Township on this 17th day of February 2021.

[SEAL]

By: _____
Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 444 (DEER LAKES YOUTH SOCCER LEASE)

ORDINANCE NO. 444

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP OF WEST DEER AND THE DEER LAKES YOUTH SOCCER.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 444 AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP AND THE DEER LAKES YOUTH SOCCER.

MOTION SECOND AYES NAYES

| | | | | |
|-----------------|-------|-------|-------|-------|
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ORDINANCE NO. 444

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF TOWNSHIP REAL
PROPERTY TO DEER LAKES SOCCER, INC.**

WHEREAS, Township of West Deer is the fee simple owner of real property known as Bairdford Park located on 50 and 72 Maple Street in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot Nos. 1669-P-238 and 1669-P-325, and the Nike Site Park located on 4832 Gibsonia Road in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot No. 1080-C-191;

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease a portion of Bairdford Park and the Nike Site Park described and depicted in the Lease attached hereto as Exhibit A (the "Property") to Deer Lakes Soccer, Inc., a Pennsylvania nonprofit corporation with a business address of P.O. Box 231, Bairdford, PA 15006 ("Deer Lakes Soccer"), for Deer Lakes Soccer's use of playing and practicing youth soccer and certain associated activities;

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to authorize the lease of Township real property by ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the property is in the best interest of the Township.

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

Section 1. Lease of Property to Deer Lakes Soccer

The proper Township officials are authorized to execute the Lease attached hereto as Exhibit A and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer

Any and all ordinances and/or resolutions – or parts thereof – conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF FEBRUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

DRAFT

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 17 February 2021, 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 Act No. 1998-93 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 seven; 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

Arlind Karpuzi, Chairperson

Beverly Jordan, Vice Chairperson

Brandon Forbes

Shirley Hollibaugh

Jennifer Mann

WITNESS my hand and the seal of the Township on this 17th day of February 2021.

[SEAL]

By: _____

Daniel Mator
Township Manager

10-11-1964

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 445 (DEER LAKES YOUTH SOFTBALL LEASE)

ORDINANCE NO. 445

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP OF WEST DEER AND THE DEER LAKES YOUTH SOFTBALL.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 445 AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE TOWNSHIP AND THE DEER LAKES YOUTH SOFTBALL.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |

ORDINANCE NO. 445

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF TOWNSHIP REAL
PROPERTY TO DEER LAKES YOUTH SOFTBALL, INC.**

WHEREAS, Township of West Deer is the fee simple owner of real property known as Bairdford Park located on 50 and 72 Maple Street in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, identified as Block and Lot Nos. 1669-P-238 and 1669-P-325;

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease a portion of Bairdford Park described and depicted in the Lease attached hereto as Exhibit A (the "Property") to Deer Lakes Youth Softball, Inc., a Pennsylvania nonprofit corporation with a business address of P.O. Box 171, Bairdford, PA 15006 ("Deer Lakes Softball"), for Deer Lakes Softball's use of playing and practicing youth softball and certain associated activities;

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered to authorize the lease of Township real property by ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the property is in the best interest of the Township.

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

Section 1. Lease of Property to Deer Lakes Softball

The proper Township officials are authorized to execute the Lease attached hereto as Exhibit A and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer

Any and all ordinances and/or resolutions – or parts thereof – conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF FEBRUARY, 2021.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

DRAFT

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 17 February 2021, 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 Act No. 1998-93 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 seven; 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

Arlind Karpuzi, Chairperson

Beverly Jordan, Vice Chairperson

Brandon Forbes

Shirley Hollibaugh

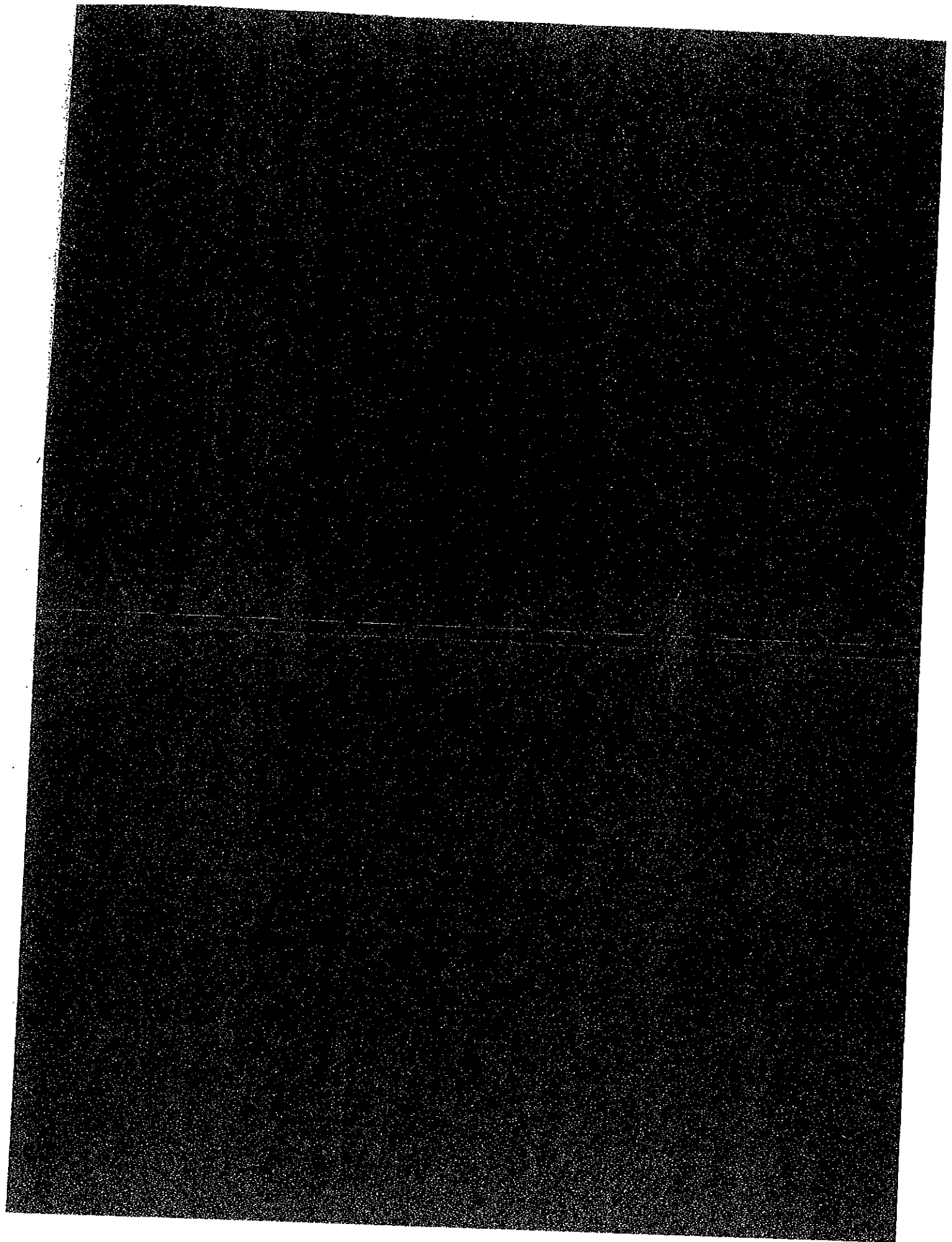
Jennifer Mann

[SEAL]

WITNESS my hand and the seal of the Township on this 17th day of February 2021.

By: _____

Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT – PENSION PLAN REQUEST FOR PROPOSAL (RFP)

THE BOARD OF SUPERVISORS DIRECTED THE TOWNSHIP MANAGER TO HAVE A REQUEST FOR PROPOSAL (RFP) PREPARED FOR THE TOWNSHIP'S PENSION PLAN MANAGEMENT. MS. SUE TROUT FROM MOCKENHAUPT BENEFITS GROUP DRAFTED AN RFP, WHICH WAS REVIEWED BY THE COMMITTEE AND IS ATTACHED.

THERE ARE TWO PROVISIONS THE BOARD OF SUPERVISORS NEEDS TO CLARIFY, AS BRACKETED ON PAGES TWO AND FIVE OF THE RFP.

MR. FORBES...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF THE REQUEST FOR PROPOSAL FOR THE TOWNSHIP'S PENSION PLAN MANAGEMENT AS PRESENTED, WITH THE MINIMUM REQUIREMENTS TO REFLECT A MINIMUM OF _____ OR MORE MUNICIPAL ENTITIES MANAGED, AT LEAST _____ OF WHICH MUST BE A PENNSYLVANIA MUNICIPALITY

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| MRS. HOLLIBAUGH | ___ | ___ | ___ | ___ |
| MRS. JORDAN | ___ | ___ | ___ | ___ |
| DR. MANN | ___ | ___ | ___ | ___ |
| MR. FORBES | ___ | ___ | ___ | ___ |
| MR. KARPUZI | ___ | ___ | ___ | ___ |

Request for Proposals (RFP) for West Deer Township
INVESTMENT MANAGEMENT and ADVISORY SERVICES
For Governmental Pension Trust Funds

Issue Date: 21 January 2021

Closing Date: 19 February 2021

TABLE OF CONTENTS

| | | |
|-----------|--|--------|
| 1. | Introduction | Page 1 |
| 2. | Investment Management /Advisory Services | Page 1 |
| 3. | Minimum Requirements to Respond | Page 2 |
| 4. | Criteria for Selection | Page 2 |
| 5. | Selection Process | Page 3 |
| 6. | Proposal Format and Due Date | Page 3 |
| 7. | Terms and Conditions | Page 3 |
| Exhibits: | | |
| | A. Investment Management Questionnaire | Page 5 |
| | B. Investment Manager Act 44 Disclosures | Page 6 |
| | C. Verification | Page 7 |

1. **INTRODUCTION**

West Deer Township, located in Allegheny County, Pennsylvania, is requesting information regarding asset management services and advisory services for its Police Pension Plan and Municipal Employee Pension Plan, which are both defined benefit plans. The value of both funds is approximately \$12 million. Police Plan participants covered include twelve actives, three retirees and two receiving survivor benefits. The Municipal Employees' Plan includes twelve actives, four retirees receiving benefits and 1 deferred participant. Neither plan is currently distressed.

The pension plans are administered under the management of the Pension Board and the Township Supervisors established by local ordinance and in accordance with the terms of the Act 205 of 1984 and Act 600 where it affects the Police Pension Plan benefits and administration.

The investment management and advisory firm should be able provide all the requested services or partner with another organization so that the services are seamlessly provided through a primary contact person.

2. **INVESTMENT MANAGEMENT and ADVISORY SERVICES**

West Deer Township will be contracting for Asset Management and Investment Advisory services that will include, but not be limited to, the following:

- Act as the main contact to the Township about the investment management and performance of the pension plan assets.
- Develop an initial investment policy statement with input from the Township officials for their adoption and recommend amendments or changes in the future to recognize changes in the industry, the needs of the funds/plans or for any other reason.
- Work with the Pension Board, staff, and other service providers (e.g., auditor, actuary, attorney, etc.) to the plans if instructed by the Township, to manage the investment process of the pension plans and provide investment management services in accordance with the terms of the investment policy.
- Provide an ongoing analysis to the Township of asset allocations and performance of the pension plans and recommend changes when needed.

- Coordinate with PNC the current provider of retiree benefit payments, tax withholdings, IRS reporting and recordkeeping services and determine who will provide communication to the retirees about tax forms and payments.
- Provide monthly financial reports (electronic or hard copy) to Township officials for accounting and monitoring purposes of the pension plans.
- Attend periodic meetings to review the investment performance and asset allocations of the pension plans.

3. **MINIMUM REQUIREMENTS TO RESPOND**

Applicants that respond to this RFP must be able to meet or exceed the following minimum criteria to be considered for the resulting award of this professional services contract:



- Five or more municipal/government entities under contract for pension services in Pennsylvania as described above.
- At least ten years of experience with local government pension plans.
- Understanding of the requirements for governmental plans in Pennsylvania under Act 205 of 1984 and other applicable pension regulations such as Act 600 of 1955, as amended.
- The investment products are properly registered with the SEC and demonstrate a competitive composite performance that is GIPS compliant.

4. **CRITERIA FOR SELECTION**

- Investment management experience
- Specific experience with governmental defined benefit pension clients
- Fees
- Qualifications of Individuals working with the Plan
- Quality of references

5. **SELECTION PROCESS**

The Pension Board will serve as the search committee and make its recommendations to the Township (the governing body).

- Each committee member will review proposals submitted.
- The committee will decide which firms will be invited to make a presentation to the Board from the proposals that are determined to be qualified (meet the Minimum Requirements to Respond).
- The Board may, at its discretion, decide to interview only the most qualified professional service providers.
- Applicants will be notified of their selection for an interview by the Board within two weeks of the RFP Closing Date.
- The committee will analyze the providers based on the merits of their proposals and presentations, relative to the selection criteria above.

6. **PROPOSAL FORMAT AND DUE DATE**

Six (6) copies of the proposal and accompanying documents must be submitted and received no later than 3:00 P.M. on 19 February 2021. Proposals should include responses to the items on the Questionnaire and Disclosure Form and other requested information, such as qualifications of the individuals that will be assigned to the Township and a list of municipal references.

Address for submissions:

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

7. **TERMS AND CONDITIONS**

- This Proposal solicitation does not commit West Deer Township or the Pension Board to enter into any agreement or to pay any costs incurred in the preparation of any proposal.

- Selection of a provider will be within the discretion of the Township, or the pension board as its representative.
- The Township reserves the right to reject or disqualify any Proposals pursuant to the selection criteria and minimum requirements for a provider.
- It is the responsibility of each provider to carefully examine the requirements before submitting. Any questions about this RFP must be in written form and should be directed to Daniel Mator by email at dmator@westdeertownship.com.
- Phone calls will neither be accepted nor returned.

Exhibit A

Investment Management Questionnaire

1. What is your firm's investment philosophy? What in your philosophy do you believe is different than other firms?
2. How many Pennsylvania municipal defined benefit pension plans do you currently manage and what are their total assets you manage? What is the amount of total assets you manage of all municipal plans?
3. How long have you been managing municipal defined benefit plans? What do you think are the current challenges with managing municipal pensions plans?
4. Provide actual examples illustrating the performance history of defined benefit plans that you have managed? These numbers should be provided on a calendar year basis, and illustrate composite returns for the last one, three, five, and ten calendar years.
5. The current allocation is 50% Equity and 50% Fixed. Show your proposed portfolio for this allocation compared with a relative benchmark for one, three, and five calendar years. Would you recommend this 50/50 allocation mix?
6. The current Custodian is PNC Bank. Describe how you would coordinate with PNC Bank and how the communication will occur?
7. Are your returns calculated in compliance with GIPS?
8. Provide the name and title of everyone who would be providing professional services to the Township, including the firm's advisors and subcontractors, along with a description of the responsibilities of everyone performing work and information about their qualifications.
9. Provide a detailed description of proposed fees and costs for the defined benefit plan. These should be clearly broken down between investment/advisory services, clearing and custody services as well as any fees for a third-party administrator, and as stated above, include **all direct and indirect fees**.
10. Provide a list at least five Pennsylvania municipal defined benefit plan references and contact information for whom you provide services like those being requested in this RFP.

*

Exhibit B

Disclosure of Information for Prospective Professional Service Provider to Municipal Pension System

The following disclosure information is required under Act 44 of 2009. Failure to fully comply with these requirements may void any contract with the municipal pension system.

Answer the following questions pertaining to any individuals who will be providing services under the proposed contract.

1. Are any of them current or former officials or employees of West Deer Township?
2. Are any a registered federal or state lobbyist?
3. Have any contributed in the past two years to a municipal official or candidate for office at West Deer Township?
4. Do any have a direct financial, commercial, or business relationship with any official of West Deer Township or the municipal pension system?

Answer the following regarding all your firm and affiliated entities.

1. On an attached sheet of paper, disclose all contributions from you or an “affiliated entity” (as defined in Act 44 of 2009) to which all of the following apply:
 - a. The contribution was made within the last five years.
 - b. The contribution was made by an officer, director, executive-level employee or owner of at least 5% of the firm or “affiliated entity.”
 - c. The amount of the contribution was at least \$500 in the form of
 - i. a single contribution by a person in subparagraph (b) above; or
 - ii. the aggregate of all contributions by all persons listed in subparagraph (b) above.
 - d. The contribution was made to:
 - i. a candidate for any public office in the Commonwealth or to an individual who holds that office; or
 - ii. a political committee of a candidate for public office in the Commonwealth or of an individual who holds that office.
 - e. The disclosures made under this subsection shall be updated annually.
2. For each contribution disclosed in your answer to No. 1 above, please provide the following information:
 - a. the name and address of the contributor;

- b. the contributor's relationship to the Contractor;
 - c. the name and office or position of each person receiving a contribution;
 - d. the amount of the contribution; and
 - e. the date of the contribution.
3. Disclose any gifts given by you or an "affiliated entity" to an official or employee of the municipal pension system or the municipality which controls the municipal pension system.

List any additional potential or actual conflicts of interest that may exist relative to contracting of services with West Deer Township.

| Names of Elected Officials | Names of Pension Board Members Other than Elected Officials |
|--|---|
| Supervisor Arlind Karpuzi, Chairman Supervisor, Shirley Hollibaugh, Vice Chairwoman Supervisor, Beverly S. Jordan Supervisor, Brandon Forbes Supervisor, Jennifer Mann | Daniel Mator, Township Manager Toby Kreidler |

A person who knowingly makes a material misstatement or omission on this disclosure form will be prohibited from entering into a contract with West Deer Township for three years.

VERIFICATION

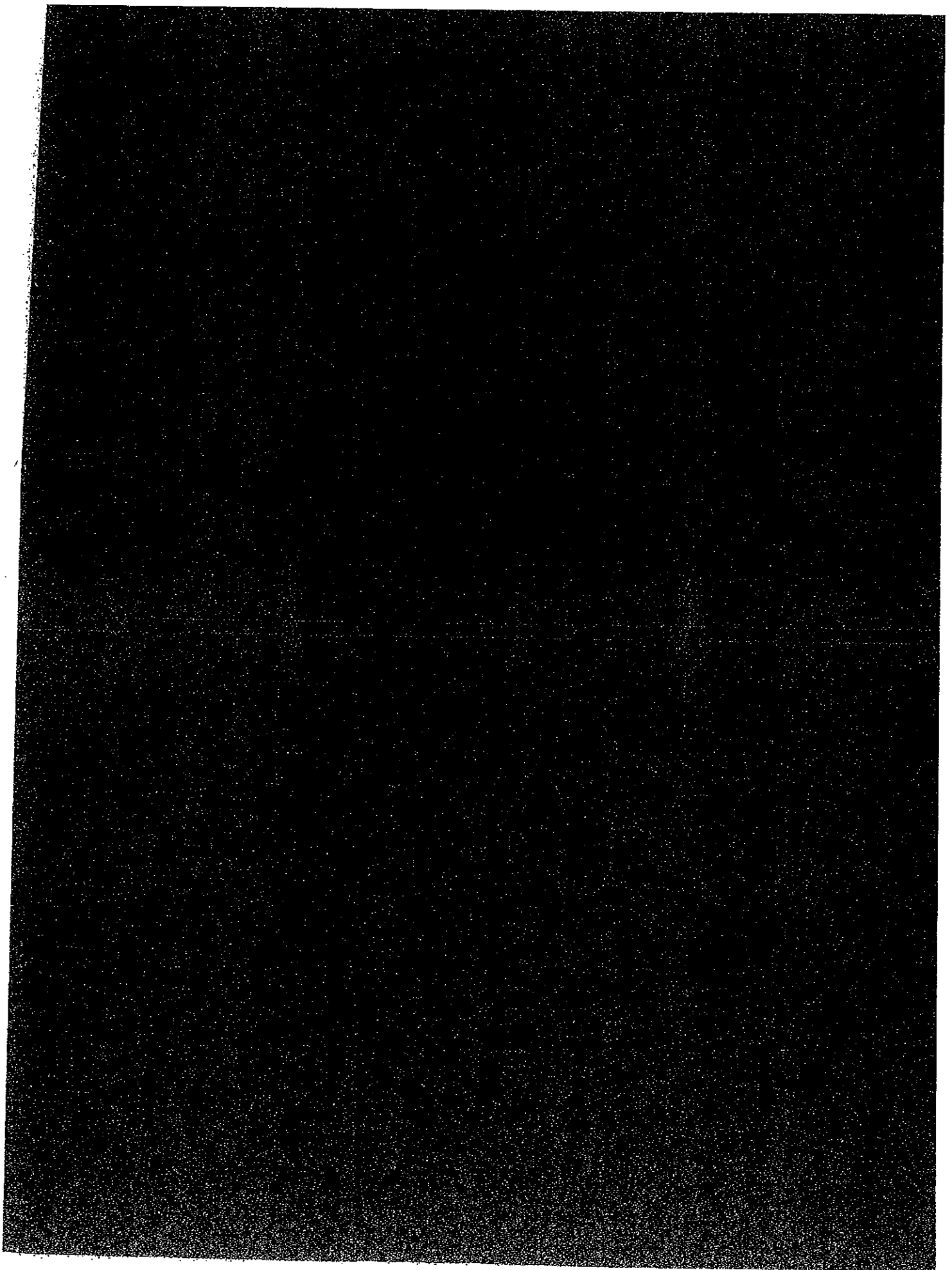
I, _____, hereby state that I am _____
for _____ and I am authorized to make this verification.

I hereby verify that the facts set forth in the foregoing Act 44 Disclosure Form for Entities Providing Professional Services to West Deer Township Pension System are true and correct to the best of my knowledge, information, and belief. I also understand that knowingly making material misstatements or omissions in this form could subject the responding Applicant to the penalties in Section 705-A(e) of Act 44.

I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsification to authorities.

Signature

Date



**AUTHORIZATION: DRAFTING AND ADVERTISEMENT – BUILDING
FEASIBILITY STUDY RFP**

IN 2021, THE BOARD OF SUPERVISORS HAS BUDGETED FUNDS TO BEGIN THE PROCESS OF BUILDING A NEW MUNICIPAL COMPLEX. THE FIRST STEP IN THAT PROCESS IS TO RECEIVE PROPOSALS FROM PROFESSIONAL ARCHITECTURAL DESIGNERS TO COMPLETE A FEASIBILITY STUDY.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE TOWNSHIP MANAGER TO DRAFT AND ADVERTISE A REQUEST FOR PROPOSAL FOR A MUNICIPAL BUILDING COMPLEX FEASIBILITY STUDY.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|------|-------|
| MRS. JORDAN | ___ | ___ | ___ | ___ |
| DR. MANN | ___ | ___ | ___ | ___ |
| MR. FORBES | ___ | ___ | ___ | ___ |
| MRS. HOLLIBAUGH | ___ | ___ | ___ | ___ |
| MR. KARPUI | ___ | ___ | ___ | ___ |

AUTHORIZATION: DRAFTING AND ADVERTISEMENT – HUMAN RESOURCES CONSULTANT RFP

IN 2021, THE BOARD OF SUPERVISORS HAS BUDGETED FUNDS TO HIRE AN INDEPENDENT HUMAN RESOURCES CONSULTANT TO UPDATE THE TOWNSHIP POLICY AND PROCEDURES MANUAL – INCLUDING JOB DESCRIPTIONS – AND TO EVALUATE STAFFING LEVELS AND COMPARITIVELY ANALYZE WAGES AND BENEFITS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE TOWNSHIP MANAGER TO DRAFT AND ADVERTISE A REQUEST FOR PROPOSAL FOR THE HIRING OF AN INDEPENDENT HUMAN RESOURCES CONSULTANT.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| MR. KARPUZI | _____ | _____ | _____ | _____ |

DISCUSSION: ZONING HEARING BOARD ALTERNATES

MR. KARPUZI AND MR. ROBB...

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MR. FORBES | _____ | _____ | _____ | _____ |
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. KARPUZI | _____ | _____ | _____ | _____ |

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

| | MOTION | SECOND | AYES | NAYES |
|-----------------|--------|--------|-------|-------|
| MRS. HOLLIBAUGH | _____ | _____ | _____ | _____ |
| MRS. JORDAN | _____ | _____ | _____ | _____ |
| DR. MANN | _____ | _____ | _____ | _____ |
| MR. FORBES | _____ | _____ | _____ | _____ |
| MR. KARPUI | _____ | _____ | _____ | _____ |