

**WEST DEER
TOWNSHIP
SUPERVISORS
REORGANIZATION
MEETING**

**Monday
January 3, 2022**

6:00 p.m.

Members present:
Mrs. Hollibaugh ____
Mrs. Jordan ____
Dr. Mann ____
Mr. Smullin ____

**West Deer Township Board of Supervisors
REORGANIZATION MEETING
January 3, 2022 – 6:00 p.m.**

**MAGISTRATE SWAN – SWEAR-IN NEWLY ELECTED SUPERVISOR JAMES
SMULLIN**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. District 1 Supervisor Interviews
5. Appointment: District 1 Supervisor
6. Swearing-in of District 1 Supervisor
7. Nominate and Elect Chairperson for the Year 2022
8. Nominate and Elect Vice Chairperson for the Year 2022
9. Approval: Township Manager Employment Agreement
10. Approval: Chief of Police Employment Agreement
11. Approval: Finance Office Employment Agreement
12. Furnish Bonds
13. Depository for Funds
14. Facsimile Signature
15. Set Monthly Meeting Date and Time
16. Appointment: Delegate and Alternate (NHCOG)
17. Appointment: Delegate and Alternate (ACATO)
18. Appointment: Delegate and Alternate (ANTCC Committee)
19. Conferences
20. Applicant Interviews: Board Vacancies
21. New Business
22. Adjournment

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

DISTRICT 1 SUPERVISOR INTERVIEWS

I am applying for the vacant supervisor position. Please let me know if any other action is required.

-Matt

Matthew Brudnok

1403 Sandstone Drive, Tarentum PA 15084

mbrudnok@gmail.com – 412-818-4179

1. Have you been a resident of West Deer Township for more than one year?

Yes

2. Are you a registered voter?

Yes

3. What experience do you have working with the public or speaking in public?

I have experience talking to the general public through my time serving as a councilman in Sharpsburg. I also interact with the public daily as a small business owner.

4. What is your experience in working with a team?

I have always been a team player, starting early on sports teams, though my time in the military, and my time as a councilman in Sharpsburg. I served two tours in Iraq doing everything that was asked of me to complete our mission. I knew that even tasks that seemed tedious were important. There were several times while deployed where the least desirable job is often the most important. Doing the little things is as important as everything else.

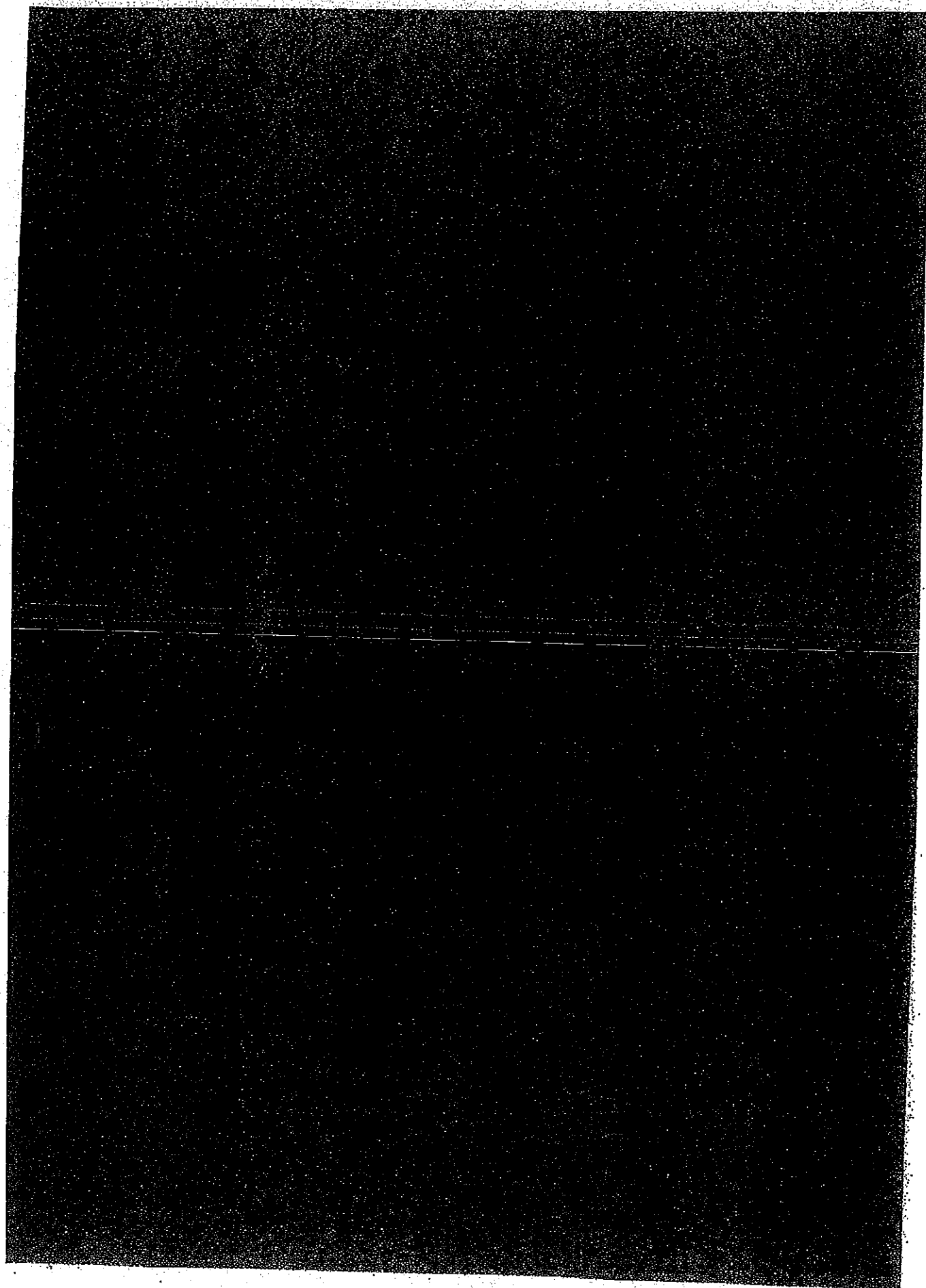
5. What qualities do you think are important to being a supervisor?

I am a firm believer in not only governing well but also in explaining decisions. Many issues I have dealt with in the past were easily cleared up with a simple conversation with the parties involved. It is easy to sit in front of people and just do the minimum. Taking an interest in the issues, however and digging a bit deeper is required to govern well. The other big part is being there. Be a part of the community, be seen at more than just the meetings, and let people know you are approachable with their concerns.

I chose to move to West Deer because I really liked the community. I have been intending to get involved in some form sooner or later, but between starting a new business, having a kid, and, the challenges of 2020, it has been hard to find the time. Now, I finally feel things are in a place for me to start investing more directly into our community and I would like the opportunity to do so.

I believe my experience in local governing is a benefit to the position. I know there are some new things to learn going from the borough code to a home rule second class township, but that is something I feel I can handle.

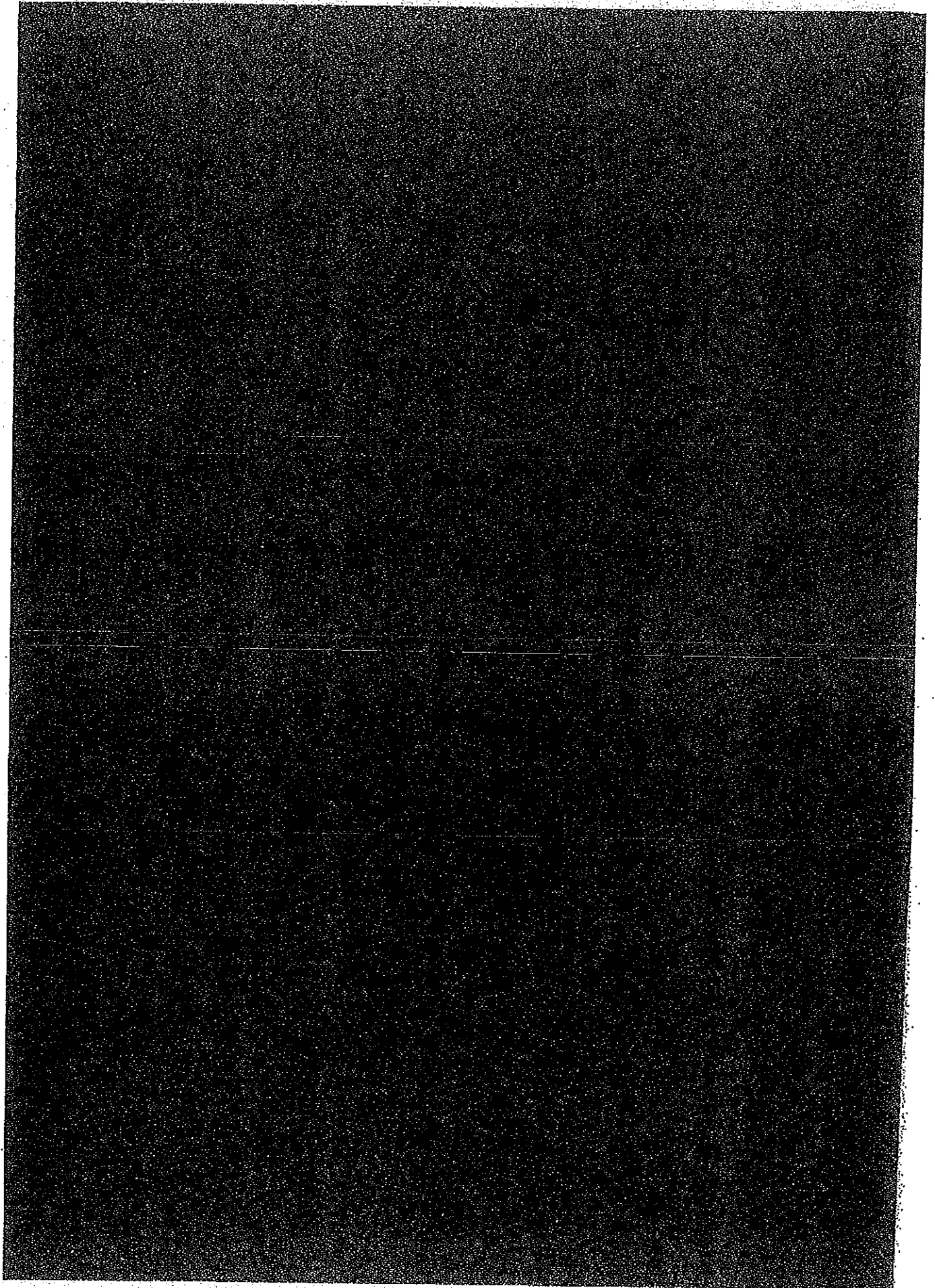
Thank you for your consideration



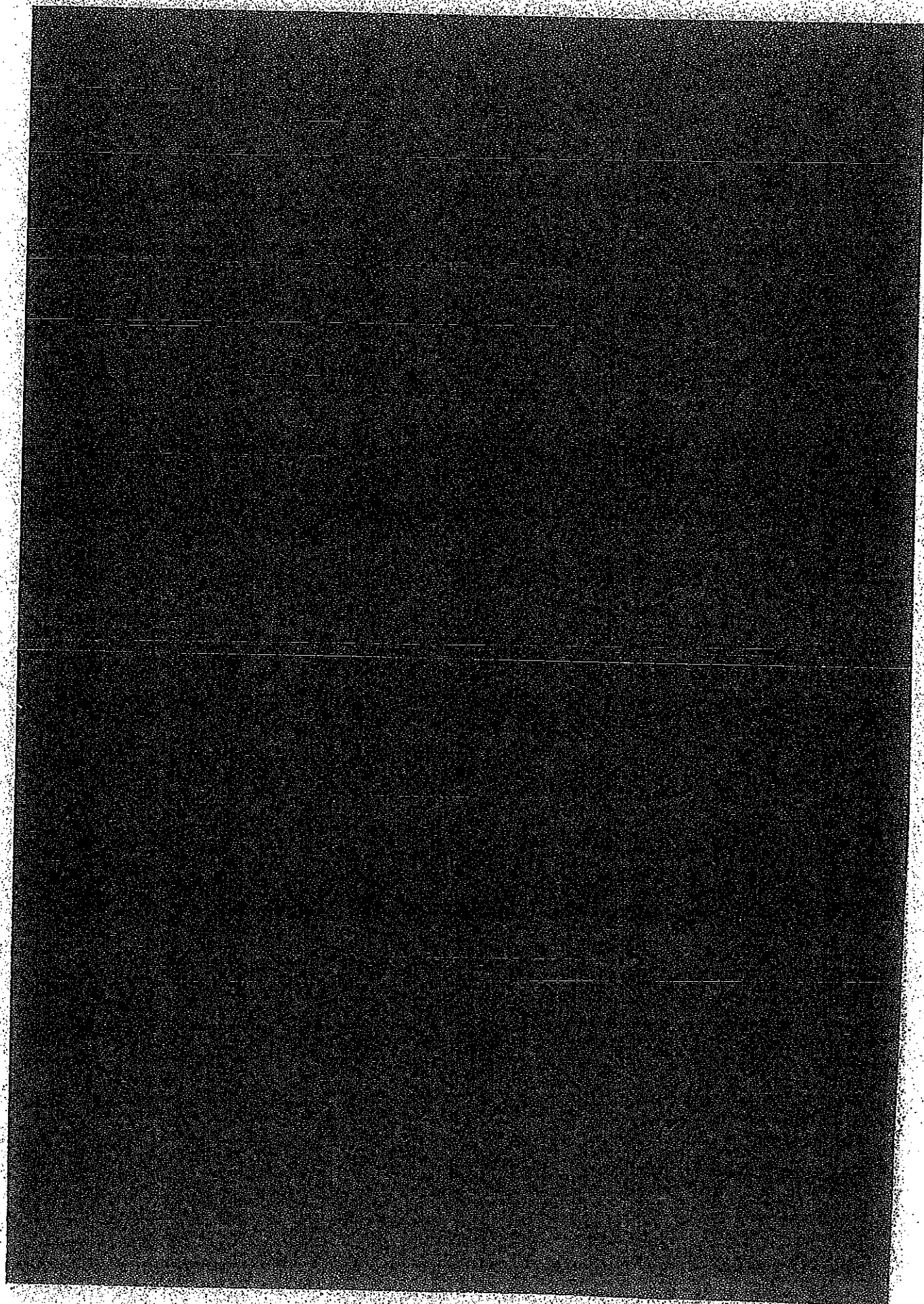
To whom it may concern,

I am expressing my interest in the vacant supervisor position in District #1. I currently reside at 248 Deer Creek Valley Rd Tarentum, PA 15084 and according to the District map, I may fall right inside District #1. I am currently a member of the zoning and hearing board for West Deer Township. Please feel free to reach out with any questions.

Thank You,
Chad Dolby
724-493-6082



I would like to be considered to fill the vacant supervisor position. Thank you Vernon Frey



December 30, 2021

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

Re: Supervisor Vacancy

Dear Mr. Mator:

I would like to express my interest in the Supervisor vacancy for West Deer Township where I can use my skills to help our township reach its objectives and full potential.

I have been a resident of West Deer since 1990 when our family moved to into the township. Both my daughter and son went though the Deer Lakes School District from 1st grade to graduation. I graduated from the University of Pittsburgh with a B.S in Civil Mining Engineering. I have served on various technical organization boards, including a large International board of directors. I am very familiar with the operation and procedures of board operations. I have experience in chairing meetings and strategic solutions. My administrative experience and proven leadership skills will prove useful to our township.

My wife of 37 years and I currently own a specialized vibration and sound consulting firm, which we have owned and operated for over 10 years. During my professional career, I have testified and presented at various township meetings in Pennsylvania. I have also consulted with township engineers and assisted in reviewing and modifying ordnances with respect to specific technical issues. I have over 35 years of professional experience that would enable me to be a highly productive member of the board.

I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities, together with my commitment to work ethics, will be an asset to your team.

Some of my personal achievements in my professional capacity I can bring to your organization are as follows:

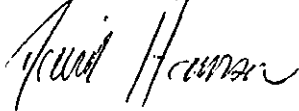
- Represent the organization and serve as a spokesperson.
 - Take an active part in the budget planning process.
 - Offer a broad knowledge of programs, policies and implementation strategies.
-

Mr. Daniel Mator
Township Manager
West Deer Township

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills, and I look forward to putting these towards a good cause.

Please contact me by phone or email so that we may set up a face to face meeting. I look forward to hearing from you and thank you for your time.

Yours Sincerely

A handwritten signature in black ink, appearing to read "David Harrison", written in a cursive style.

David Harrison

1339 Middle Road Ext.
Gibsonia, PA 15033
412-848-6690
dave.harrison@terra-mechancis.com

DAVID HARRISON
Terra-Mechanics, Inc.
1339 Middle Road Ext, Suite A
Gibsonia, PA 15044
Tel: 724-449-6250
Email: dave.harrison@terra-mechanics.com

Education

B.S. Mining Engineering, University of Pittsburgh,
Pittsburgh, Pennsylvania 1983
Accredited Civil Mining Engineering Curriculum
Math Minor – Engineering Term Honors, Spring 1983

Professional Experience

1984-1985	Philip R. Berger & Associates/ (GeoSonics, Inc.) – Geosciences & Explosive Consulting Firm Technical Representative/Mining Engineer/Vibration Consultant
1985-1986	OZA Inspection, Inc., Pittsburgh, PA – Seismic Consulting Firm Regional Manager of Consulting Services, Public Relations, Seismic and Inspection Services
1986-1986	Northern Ohio Explosives, Inc., Forest, Ohio – Explosive Company Technical Representative Trainee - Field Blaster Trainee/Quarry Operations
1986-1993	Vibra-Tech Engineers, Inc., Pittsburgh, PA- Seismic Consulting Company Mining Engineer/Vibration Consultant/Water Quality Testing Lab /Seismologist
1993-2006	Dr. Edward J. Walter & Associates, Pittsburgh, PA – Consulting Firm Vice President/Explosive Engineer/Seismologist/Senior Consultant
2007-2011	Seismic Surveys, Inc. Pittsburgh, PA – Seismic Consulting Firm Principal/Vice President/Explosive Engineer
2011-present	Terra-Mechanics, Inc. Pittsburgh, Seismic & Blasting Consulting Firm Chief Operating Officer/Vice President/Explosive Engineer

David Harrison

Society and Association Memberships

Society of Explosives Engineers –
National Member – EE No. 9301800
Public Education & Public Relations Committee Co-Chairman/Vice
Chairman
Co-Developer of “Understanding Vibration from Blasting” ISEE
A Public Relations Video Production, © 2004
ISEE Presidents Award Recipient, 2005
ISEE Board of Directors – Elected 2009 & 2011
Co-Chairman of the ISEE Seismograph Section
Chairman of the ISEE Program Committee

Society of Explosives Engineers - Mid Atlantic Chapter
Board of Directors, 1990-1992 & 1996-1998, 1999-
Vice President, 2002-2004; President 2004-2006

Pile Driving Contractors Association – Environmental Committee
Member

Member of DEP/PSP/Explosives Industry Alternative Magazine
Security Methods Committee – Domestic Security of Pennsylvania

Licenses

Pennsylvania Professional Blaster's License - Class A, BL 5969
- Approved Continual Education Trainer

Federal Professional Blaster's License & Certification – OSM-942-0036

West Virginia Department of Environmental Protection Approved Pre-
Blast Surveyor – Approval No. 03-043

CSX – Roadway Worker Protection Certification – 2011

SEPTA Roadway Worker Certification – thru 12/2019

Walsh- Granite, JV – Certificate of Training, New Employee – P3 Rapid
Bridge Projects – Through 2019

David Harrison

Papers and Seminars

"Pre-Blast Surveys; A Public Relations and Claim Reduction Tool", Proceedings of the 21st Conference on Explosives and Blasting Techniques, Society of Explosives Engineers, 1995

"Pre-Blast Surveys and Handling Blasting Complaints - A Public Relations Workshop - ", Mining Blasting Safety and Application Seminar, Mine Safety and Health Administration, 1995 (9 sessions presented)

"Prevention of Blasting Complaints - Pre-Blast Surveys", Mining Blasting Safety and Application Seminar, Mine Safety and Health Administration, 1999 (9 sessions presented)

"Handling Blasting & Vibration Complaints", Annual Safety, Health, Environmental & Security Conference & Exhibit, Western Pennsylvania Safety Council, 2000

"Pre-Blast Surveys & Blasting Complaints", Explosives & Blasting Regulatory Conference, International Society of Explosives Engineers, 2001

"A Study of the Use of Signature Holes for Smaller Construction Blasting Operations", The Eleventh Pennsylvania Drilling and Blasting Conference, Penn State University, 2003 & The Best in the West Drilling & Blasting Conference, Society of Explosive Engineers, 2005, Proceedings of the 31st Conference on Explosives and Blasting Techniques, Society of Explosives Engineers, 2005

"Construction Vibrations – Monitoring, Public Relations, Problem Avoidance & Case Histories", Driven Pile Technical Seminar, Pile Driving Contractors Association of South Carolina, The Citadel, Charlestown, SC, 2004 & Inaugural Speaker for Mid-Atlantic Chapter, Annapolis, MD, 2006

"Public Relations Workshop - PR At the Doorstep" 31st Conference on Explosives and Blasting Techniques, Society of Explosive Engineers, 2005 (co-developer and presenter)

"Monitoring Pile Driving Vibrations – Problem Avoidance & Case Studies", International Foundation Congress & Equipment Expo 09, Pile Driving Contractors Association & Others, 2009

David Harrison

Special Projects & Qualifications (sample)

Clarksburg-Benedum Airport Authority Extension of Runway Project, FAA Project
Approved Seismic Specialist & Blasting Consultant – Managed blast monitoring program conducted pre-blast inspections and public meetings. 10,000,000 cubic yards of blasting on project

Pennsylvania Department of Environmental Protection (DEP)
Seismic & Blasting Consultant – Contracted to evaluate damage potential to historical structures (Meason House) from mining & blasting vibrations

Port Authority Busway Extension – EBX2A, EBX4 & Wabash Tunnel Ramp AB7A Projects, Pre & Post Construction Inspections & Seismic Consultants

Three Rivers Stadium Demolition Project – CDI Team
Pre-Blast Inspections, Public Relations & Seismic Consultant

PDG Development, Inc., Pittsburgh, PA – Hays Mine Site Development Project
Pre-Blast Inspections & Public Meetings - Major member of inspections team, over 700 pre-blast inspections completed for largest earth moving project in Pittsburgh, 20,000,000 cubic yards of excavation anticipated on project

Pennsylvania Turnpike Commission -
Mashuda Corporation, New Enterprise Stone & Lime & Smith & Johnson.
Pre-Construction Surveys & Seismic & Blasting Consultant - Fairchance Intersection, Mon/Fayette Expressway & Findlay Connector, Contracts 52A & 52B1, 52A, 52B1, 52F2, 50D, 51B, 51C, 51D, 51E2, 51F, 52J, 52H, 52G, 54B, 54C, 55A1, 55B, Allegheny River Bridge & Turnpike Projects MP109, MP215

Pennsylvania Department of Transportation
Seismic & Blasting Consultant, Approved Seismic Specialist & Pre-Blast/Construction Surveys, Explosive Engineer, Well Testing – Mashuda Corporation, Baker Heavy Highway, Hempt Bros. & Trumbull Corporation, Dick Corporation, Wagman Inc., Brayman Construction, Inc., HRI, Inc. & Others, SR 22 Delmont, SR22-section 495, SR 15 Blossburg, SR 322 Milroy Bypass, SR 6220 (I-99), SR222 Reading, Danville Underpass, SR 15 Milton, SR 22 C02, SR 22 A02, Fort Pitt Boulevard, Ewing Road, SR 3034-section 003, Murtha Drive, SR219 Bradford, SR 8 Butler Bridge, Boulevard of the Allies. Baum Curve, SR 119 Chapel Hill Climb & many others

David Harrison

Special Projects & Qualifications (sample)

U. S. Corps of Engineers-PT Marion Lock & Dam, Charleroi Lock & Dam-
New River Chamber Prep, Charleroi Lock & Dam- M22-M27 Contract,
Dashshields Lock & Dam – River Wall Repair & Mooring Cell
Qualified Seismic Specialist, Structural Surveyor & Blasting Consultant

Previously City Seismologist Representative for the following cities:
Twinsburg, Parma & Bainbridge, OH – Oversee and monitor blasting
activities and public relations

Shadyside Neville Street Condominium Project, Pittsburgh, PA
Pre-Construction Inspections & Vibration Consultant

Alcosan – New Security Building Project, Pittsburgh, PA
Approved Vibration Consultant

Quaker Valley School District, Edgeworth Elementary School Project
Approved Vibration Consultant

Buckeye Pipeline, Pennsylvania Operations
Approved Seismic Consultants

Approved Licensed Explosive Engineer – Lower Salford, Lower Gwynedd
& Towamencin Townships

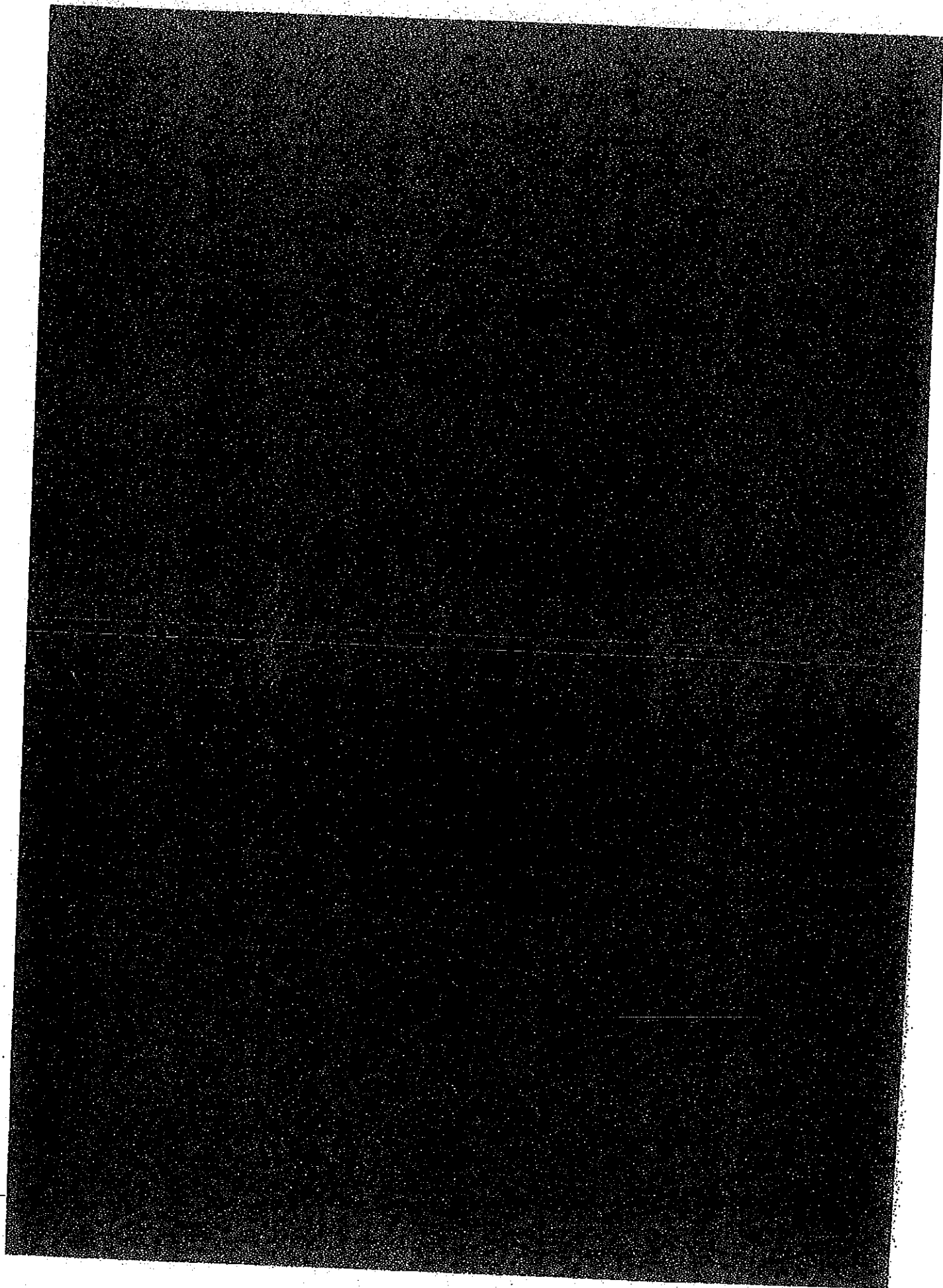
Davis Avenue Bridge Implosion – Brighton Heights, City of Pittsburgh
Seismic Consultant

CSX – Pinkerton Tunnel Removal & J & L Tunnel Upgrade
Projects, Pre- & Post Construction Inspections & Seismic Consultant

UPMC Magee Women's Hospital, Pittsburgh, PA
Vibration Consultant – Collected vibration data at various areas
near highly sensitive robotic surgical equipment

UPMC Presbyterian Hospital, Pittsburgh, PA
Vibration Consultant – Collected vibration data at various areas
near highly sensitive robotic surgical equipment

University of Pittsburgh – New Scaife Hall, Pittsburgh, PA
Vibration Consultant – Collected vibration data at various areas
near highly sensitive robotic surgical equipment



APPOINTMENT: DISTRICT 1 SUPERVISOR

DUE TO THE RESIGNATION OF SUPERVISOR BRANDON FORBES,
THE BOARD OF SUPERVISORS – AS PER THE TOWNSHIP CHARTER
– MUST APPOINT A PERSON TO FILL MR. FORBES’S UNEXPIRED
TERM, WHICH EXPIRES 31 DECEMBER 2023.

A REQUEST FOR APPLICANTS WAS RELEASED TO THE PUBLIC.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

IN ACCORDANCE WITH THE TOWNSHIP CHARTER, I MOVE TO
APPOINT _____ A TOWNSHIP SUPERVISOR
REPRESENTING DISTRICT #1 TO FILL THE UNEXPIRED TERM OF
SUPERVISOR BRANDON FORBES, WHICH EXPIRES 31 DECEMBER
2023.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____

SWEARING-IN OF DISTRICT 1 SUPERVISOR

JUDGE SWAN...

NOMINATE AND ELECT CHAIRPERSON FOR THE YEAR 2022

OPEN NOMINATIONS

NOMINATES _____
NOMINATES _____ (OPTIONAL)
NOMINATES _____ (OPTIONAL)

CLOSE NOMINATIONS

WE WILL NOW TAKE A ROLL CALL VOTE – BY STATING A NOMINEE BY NAME – TO APPOINT A NOMINEE AS CHAIRPERSON OF THE WEST DEER TOWNSHIP BOARD OF SUPERVISORS FOR THE YEAR 2022. MEMBERS ARE PERMITTED TO VOTE FOR THEMSELVES.

MRS. JORDAN _____
DR. MANN _____
MR. SMULLIN _____
MRS. HOLLIBAUGH _____
DISTRICT #1 _____

NOMINATE AND ELECT VICE CHAIRPERSON FOR THE YEAR 2022

OPEN NOMINATIONS

____ NOMINATES _____
____ NOMINATES _____ (OPTIONAL)
____ NOMINATES _____ (OPTIONAL)

CLOSE NOMINATIONS

WE WILL NOW TAKE A ROLL CALL VOTE TO APPOINT A NOMINEE AS VICE-CHAIRPERSON OF THE WEST DEER TOWNSHIP BOARD OF SUPERVISORS FOR THE YEAR 2022.

DR. MANN _____
MR. SMULLIN _____
MRS. HOLLIBAUGH _____
MRS. JORDAN _____
DISTRICT #1 _____

APPROVAL: TOWNSHIP MANAGER EMPLOYMENT AGREEMENT

ATTACHED IS A DRAFT TOWNSHIP MANAGER EMPLOYMENT AGREEMENT WITH CURRENT TOWNSHIP MANAGER DANIEL MATOR.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE TOWNSHIP MANAGER EMPLOYMENT AGREEMENT WITH DANIEL MATOR AS PRESENTED, EFFECTIVE IMMEDIATELY, AND TO AUTHORIZE ITS EXECUTION BY THE CHAIRPERSON OF THE BOARD OF SUPERVISORS.

MOTION SECOND AYES NAYES

MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____

EMPLOYMENT AGREEMENT
Township Manager, West Deer Township

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") made and entered into this 3rd day of January 2022, by and between THE TOWNSHIP OF WEST DEER, Allegheny County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Township,"

AND

Daniel J. Mator, hereinafter referred to as "Employee."

WITNESSETH

WHEREAS, the Township desires to retain the services of Employee as Township Manager, Township Secretary, and Township Treasurer in accordance with the Home Rule Charter of West Deer Township, Township Ordinances, and the Second Class Township Code; and

WHEREAS, Employee is willing to serve in the employ of the Township as Township Manager, Township Secretary, and Township Treasurer; and

WHEREAS, Employee and the Township mutually desire to enter into an agreement providing certain terms and conditions of Employee's employment by the Township which:

- (1) secures and maintains the services of the Employee and provides inducement to remain in such employment; and
- (2) reduces to writing the terms of its agreement with the Employee and delineates the exchange of consideration; and
- (3) makes possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
- (4) provides a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties or when the Township may desire to

NOW THEREFORE, in consideration of the mutual covenants herein contained and the exchange of consideration referenced below – the receipt and sufficiency of which is hereby acknowledged – the parties agree to and intend to be bound by the following:

SECTION I – DUTIES

The Township agrees to employ Employee as Township Manager to perform the functions and duties of the Township Manager, Township Secretary, and Township Treasurer as more fully specified in the Township's Home Rule Charter, Township Code, the Township Personnel Policy and Procedure Manual, and the laws of the Commonwealth of Pennsylvania, and to perform such legally permissible and proper duties and functions as the Township Board of Supervisors ("Board of Supervisors") may from time to time assign.

SECTION II – TERM

- A. The term of this Agreement shall be from 3 January 2022 to 2 January 2024.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Township Board of Supervisors to terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Township, provided, however, Employee shall give the Township thirty (30) days advance notice thereof to the Township.
- D. In the event of a termination, resignation, or retirement, the Employee shall be fully compensated for all accrued vacation, personal, and sick days in accordance with the terms of this Agreement.

SECTION III – SALARY AND REIMBURSABLES

A. Base Salary

1. For services rendered by Employee during his employment under this Agreement, the Township shall pay Employee an annual Base Salary before deductions or taxes of \$105,668.94 for the 2022 calendar year.
2. The Base Salary shall be paid at such intervals as salaries and wages are paid generally to employees of the Township.
3. Any and all increases to the Base Salary shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but in no event shall the Employee be paid less than the salary set forth in Section 3.A.1. of the Agreement except by mutual written agreement between Employee and the Township.
4. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of salary increase enjoyed by and/or available to other employees, department heads, or general employees of the Township as provided by its policies, Charter, ordinances, and/or personnel rules and regulations.

B. Vehicle Reimbursement

1. In lieu of providing a Township vehicle, the Township agrees to reimburse Employee a lump sum of three-hundred dollars (\$300.00) per month for his use of his personal vehicle in the performance of his duties set forth herein including, but not limited to, the attendance of required meetings, seminars, and conferences.
2. Any reimbursement payable under this Section shall be paid at such intervals as reimbursements are generally paid to employees of the Township.
3. Employee shall be solely responsible for the cost of insuring his vehicle and for any expenses related to the vehicle's maintenance and/or repairs.
4. The Township shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater West Deer Township area. For the purposes of this section, use of the car within the greater West Deer Township area is defined as travel to locations within a fifty (50) mile radius of the local government limits.

5. Any and all increases to the Vehicle Reimbursement shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget.

C. Wireless Smartphone Reimbursement

1. Employee shall obtain and provide a "smart" cellular phone at his own expense which shall be used in the performance of his duties set forth herein.
2. In lieu of providing Employee a smartphone, the Township agrees to reimburse the Employee for business use of his personal smartphone a lump sum amount of seventy-five dollars (\$75.00) per month.
3. Employee's cellular phone number shall be provided to the Township and the cell phone shall at all times be available and accessible for Township business.
4. Any and all increases to the Wireless Smartphone Reimbursement shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget.

SECTION IV – BENEFITS

- A. General: Employee shall be entitled to participate in the benefit plans as are generally provided by the Township to its non-union employees subject to any applicable eligibility and/or employee contribution requirements. Employee shall be entitled to the benefits set forth below.
- B. Health Insurance
1. Health Insurance benefits shall be provided to the Employee and his family by the Township.
 2. Employee's contribution rate shall be eight percent (8%) of the Health Insurance premium, and shall be payable at such intervals as contributions are generally paid by employees of the Township.
 3. Employee shall be entitled to receive a payment from the Township of three-hundred dollars (\$300.00) per month should Employee "opt-out" of the health insurance benefit plan provided by the Township.
 4. Any and all increases to the Employee's health insurance contribution rate shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but shall not exceed the contribution rate of the majority of other employees, department heads, or general employees of the Township as provided by its policies, Charter, ordinances, and/or personnel rules and regulations.
- C. Dental and Vision Insurance: Dental and Vision Insurance shall be provided to the Employee and his family by the Township, and the Township shall pay 100% of the premiums.
- D. Life Insurance: The Township shall purchase for the benefit of the Employee a fifty-thousand dollar (\$50,000) life insurance policy while the Employee is employed by the Township.

E. Pension Benefit

1. The Employee shall be enrolled in the Municipal Employees' Pension Plan established by the Township.
2. The Employee's contribution rate shall be five-percent (5%) as defined therein.

F. Deferred Contribution Plan

1. In addition to the Township's payment to the local pension plan referenced above, the Township agrees to execute and keep in force all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) 457 deferred compensation plan for the Employee's participation in said supplementary retirement plan.
2. In addition to the base salary paid by the Township to the Employee, the Board of Supervisors may agree to contribute a percentage of the Employee's base salary into the ICMA-RC 457 deferred compensation plan on the Employee's behalf – in equal proportionate amounts each pay period – as part of the adopted General Fund Budget.
3. The Township and the Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

G. Vacation Days

1. The Employee shall be entitled to twenty-one (22) vacation days during the 2022 calendar year.
2. Manager shall be entitled to one (1) additional vacation day each calendar year of employment until the total annual vacation day total reaches a maximum of twenty-five (25) days.
3. No more than ten (10) consecutive vacation days may be taken at one time.
4. All vacation days shall be non-cumulative.

H. Personal Days

1. Employee shall be eligible to take three (3) personal days per calendar year.
2. All personal days shall be non-cumulative.

- I. Holidays: The Employee shall be awarded paid holidays consistent with those provided in the Township's Personnel Policy and Procedures Manual.
- J. Sick Days
1. Employee shall be entitled to take ten (10) sick days per calendar year.
 2. Employee may accumulate a maximum of ninety (90) unused sick days over the course of his employment with the Township for use as paid disability leave.
 3. The Township reserves the right to require medical documentation or verification of any illness or other reason for Employee's use of any sick days permitted by this Section IV(J).
- K. Bereavement Leave: The Employee shall be awarded bereavement leave consistent with that provided in the Township's Personnel Policy and Procedures Manual.
- L. Termination and Severance Pay:
1. In the event Employee is terminated by the Board of Supervisors – and during or at such time as Employee is willing and able to perform the duties of the Township Manager – then in that event the Township agrees to pay Employee a lump-sum cash payment equal to six (6) months aggregate salary, or the balance of salary that would be owed if employment continued to the end of the agreement's term, whichever is less, plus all accrued vacation, personal, and sick leave benefits, in addition to continuing to pay for Employee's health insurance, life insurance, and disability coverage for six (6) months or the balance of the agreement's term, whichever is less; provided, however, that in the event Employee is terminated because of just cause including, but not limited to, his conviction of any illegal act involving moral turpitude, fraud or dishonesty, or a violation of the Controlled and Dangerous Substance Act, any wrongful use of Township funds or misappropriation of the same, because of any drug or alcoholic dependency rendering him unable to complete his duties under this agreement, or Employee's failure or refusal to perform the duties set forth in this Agreement, then the aforesaid severance pay and benefits shall not be payable by the Township to Employee.

2. In the event the Employee is terminated by the Board of Supervisors within three (3) months of any Supervisor being sworn into office, the termination and severance pay listed above in Section IV(L)(1) shall be increased to twelve (12) months of salary and benefits, or the balance of salary and benefits that would be owed if employment continued to the end of the agreement's term, whichever is less.
3. In the event that the Board of Supervisors at any time reduces the salary or other benefits of Employee, except as part of an across-the-board reduction for all Township Employees – or in the event that the Township refuses, following written notice, to comply with any other provisions benefiting Employee herein – Employee shall be deemed to be terminated at the date of such reduction or refusal to comply, and said termination shall be deemed to be within the meaning and context of the severance pay provision stated herein in Subsection (L)(1) of this Section.
4. As set forth in Section II(C), Employee may voluntarily terminate his employment by giving thirty (30) days advance notice thereof to the Board of Supervisors. In the event of such resignation, Employee's salary and benefits shall not continue beyond his final date of employment by the Township, nor shall Employee be entitled to any termination or severance pay payable under the terms of this Section IV(L).

SECTION V – CONTINGENCY MATTERS

The appointment, employment, and any continued employment with the Township is contingent and/or conditional upon the availability of and compliance with any bonding requirements for the Township Manager, Township Treasurer, and Township Secretary.

SECTION VI - PROFESSIONAL DEVELOPMENT AND EXPENSES

- A. The Township agrees to budget and pay for all approved Employee professional membership dues including the International City Managers Association (ICMA), the Association for Municipal Managers, the Allegheny League of Municipalities, and such other approved national, regional, state, or local government organizations and committees thereof, which Employee serves as a member.
- B. The Township shall pay all approved, ordinary, and necessary expenses incurred by Employee in furtherance of his education, or in connection with his attendance at any conferences or meetings associated with his membership in any approved professional organization. The Board of Supervisors may request that the Employee provide justification and/or reason for any membership dues or expenses incurred under this Section VI. If the Board of Supervisors determines that said expenses or membership dues are not reasonable, they may refuse to allow all or part of them. No expenses or membership dues shall be reimbursed or paid to the Employee without appropriate documentation and receipts provided by Employee to the Township.

SECTION VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. To the extent the Township is covered by insurance the Township shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Township Manager, Township Secretary, or Township Treasurer, or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved unlawful, willful, or wanton conduct and/or gross negligence. This indemnification provision shall cover any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with all matters

covered by this provision. Any settlement of any claim must be made with prior approval of the Township in order for indemnification, as provided in this Section, to be available.

- B. Employee shall not engage in any other business or occupation which interferes in any way with the Employee's Township position without the express written consent of the Board of Supervisors.
- C. The Employee is an exempt employee under the Federal Fair Labor Standards Act. Accordingly, while the Township maintains a policy of accountability for paid time off and an expectation of availability during normal work hours, the Employee does not have a fixed schedule and may be required to devote time outside the normal office hours to the business of the Township including, but not limited to, attendance at meetings of the Board of Supervisors or other Township boards, committees, or organizations.

SECTION VIII - GENERAL PROVISIONS

- A. This Agreement shall become effective only upon the approval of the Board of Supervisors and execution by the parties hereto, and it shall encompass the entire agreement between the parties hereto.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable and deemed severable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- C. The waiver by the Township of any breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- D. The headings to articles have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.
- E. The Employee may not assign his rights and obligations under this Agreement.
- F. This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
- G. This Agreement embodies the entire understanding of the parties. No amendment or

modification of this Agreement shall be valid or binding upon the Township unless made in writing and signed by a duly authorized officer of the Township or upon the Employee unless made in writing and signed by him.

- H. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- I. This Agreement shall inure to the benefit of the Employee, his heirs, executors or administrators.

This Agreement is approved by the Township of West Deer by the Board of Supervisors at a duly assembled meeting of the Board on the 3rd day of January 2022.

Accepted By

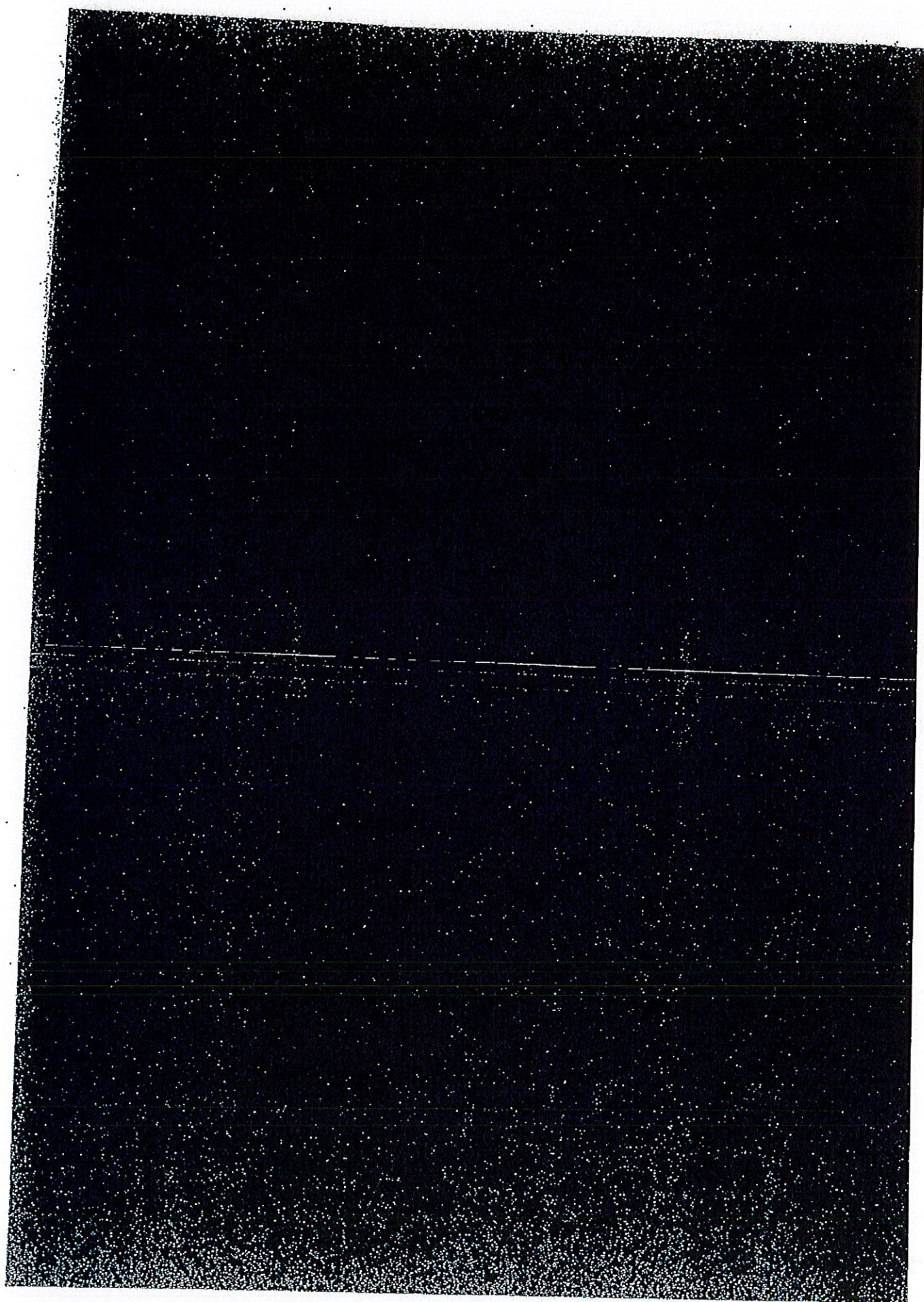
Township of West Deer

Daniel J. Mator

, Chairperson
Board of Supervisors

WITNESS

WITNESS



APPROVAL: POLICE CHIEF EMPLOYMENT AGREEMENT

ATTACHED IS A DRAFT POLICE CHIEF EMPLOYMENT AGREEMENT WITH CURRENT CHIEF LOPER.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE POLICE CHIEF EMPLOYMENT AGREEMENT WITH CHIEF LOPER AS PRESENTED, EFFECTIVE IMMEDIATELY, AND TO AUTHORIZE ITS EXECUTION BY THE CHAIRPERSON OF THE BOARD OF SUPERVISORS AND THE TOWNSHIP MANAGER.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____

EMPLOYMENT AGREEMENT
Chief of Police, West Deer Township

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") made and entered into this 3rd day of January 2022, by and between THE TOWNSHIP OF WEST DEER, Allegheny County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Township,"

AND

Robert Loper, hereinafter referred to as "Employee."

WITNESSETH

WHEREAS, the Township desires to retain the services of Employee as Chief of Police in accordance with the Home Rule Charter of West Deer Township, Township Ordinances, and the Second Class Township Code; and

WHEREAS, Employee is willing to serve as the Chief of Police; and

WHEREAS, Employee and the Township mutually desire to enter into an agreement providing certain terms and conditions of Employee's employment by the Township:

NOW THEREFORE, in consideration of the mutual covenants herein contained and the exchange of consideration referenced below – the receipt and sufficiency of which is hereby acknowledged – the parties agree to and intend to be bound by the following:

SECTION I – DUTIES

The Township agrees to employ Employee as Township Chief of Police to perform the functions and duties of the Chief of Police as more fully specified in the Township's Home Rule Charter, Township Code, the Township Personnel Policy and Procedure Manual, and the laws of the Commonwealth of Pennsylvania, and to perform such legally permissible and proper duties and functions as the Township Manager may from time-to-time assign.

SECTION II – TERM

- A. The term of this Agreement shall be from 3 January 2022 to 2 January 2024.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Township Board of Supervisors to terminate the services of the Employee at any time, subject to the Board of Supervisors' obligation to comply with requirements of Section 1912 of the Second Class Township Code, 53 P.S. § 66912, regarding removal.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Township, provided, however, Employee shall give the Township thirty (30) days advance notice thereof to the Township.
- D. In the event of a termination, resignation, or retirement, the Employee shall be compensated for all accrued vacation, personal, and sick days in accordance with the Township Personnel Policy and Procedure Manual.

SECTION III – SALARY AND REIMBURSABLES

- A. Base Salary
 - 1. For services rendered by Employee during his employment under this Agreement, the Township shall pay Employee an annual Base Salary before deductions or taxes of \$103,597.86 for the 2022 calendar year.
 - 2. The Base Salary shall be paid at such intervals as salaries and wages are paid generally to employees of the Township.
 - 3. Any and all increases to the Base Salary shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but

in no event shall the Employee be paid less than the salary set forth in Section 3.A.1. of the Agreement except by mutual written agreement between Employee and the Township.

4. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of salary increase enjoyed by and/or available to other police officers of the Township as provided by its policies, Charter, ordinances, and/or personnel rules and regulations.

B. Wireless Smartphone Reimbursement

1. Employee shall obtain and provide a "smart" cellular phone at his own expense which shall be used in the performance of his duties set forth herein.
2. In lieu of providing Employee a smartphone, the Township agrees to reimburse the Employee for business use of his personal smartphone a lump sum amount of seventy-five dollars (\$75.00) per month.
3. Employee's cellular phone number shall be provided to the Township and the cell phone shall at all times be available and accessible for Township business.
4. Any and all increases to the Wireless Smartphone Reimbursement shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget.

SECTION IV – BENEFITS

- A. General: Employee shall be entitled to participate in the benefit plans as are generally provided by the Township to its police employees subject to any applicable eligibility and/or employee contribution requirements. Employee shall be entitled to the benefits set forth below.
- B. Health Insurance
1. Health Insurance benefits shall be provided to the Employee and his family by the Township.
 2. Employee's contribution rate shall be eight percent (8%) of the Health Insurance premium, and shall be payable at such intervals as contributions are generally paid by employees of the Township.
 3. Employee shall be entitled to receive a payment from the Township of three-hundred dollars (\$300.00) per month should Employee "opt-out" of the health insurance benefit plan provided by the Township.
 4. Any and all increases to the Employee's health insurance contribution rate shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but shall not exceed the contribution rate of the majority of other employees, department heads, or general employees of the Township as provided by its policies, Charter, ordinances, and/or personnel rules and regulations.
- C. Dental and Vision Insurance: Dental and Vision Insurance shall be provided to the Employee and his family by the Township, and the Township shall pay 100% of the premiums.
- D. Life Insurance: The Township shall purchase for the benefit of the Employee a fifty-thousand dollar (\$50,000) life insurance policy while the Employee is employed by the Township.

E. Pension Benefit

1. The Employee shall be enrolled in the Police Pension Plan established by the Township.
2. The Employee's contribution rate shall be five-percent (5%) as defined therein.

F. Vacation Days

1. The Employee shall be entitled to thirty (30) vacation days during the 2022 calendar year.
2. No more than ten (10) consecutive vacation days may be taken at one time.
3. All vacation days shall be non-cumulative.

G. Personal Days

1. Employee shall be eligible to take three (3) personal days per calendar year.
2. All personal days shall be non-cumulative.

H. Holidays: The Employee shall be awarded paid holidays consistent with those provided in the Township's Personnel Policy and Procedures Manual.

I. Sick Days

1. Employee shall be entitled to take fourteen (14) sick days per calendar year.
2. Employee may accumulate a maximum of one hundred (100) unused sick days over the course of her employment with the Township for use as paid disability leave.
3. All sick days accumulated over one hundred (100) days shall be bought out at a rate of 50%. Upon retirement, the full bank shall be bought at 60% of the current pay rate.
4. The Township reserves the right to require medical documentation or verification of any illness or other reason for Employee's use of any sick days permitted by this Section IV(I).

J. Bereavement Leave: The Employee shall be awarded bereavement leave consistent with that provided in the Township's Personnel Policy and Procedures Manual.

K. Uniform Allowance: Employee shall be entitled to an annual \$775 uniform allowance.

SECTION V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. To the extent the Township is covered by insurance the Township shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Township Chief of Police, or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved unlawful, willful, or wanton conduct and/or gross negligence. This indemnification provision shall cover any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with all matters covered by this provision. Employee shall cooperate in the defense of any action brought against him and/or the Township in connection with the performance of his duties as Chief of Police. Any settlement of any claim must be made with prior approval of the Township in order for indemnification, as provided in this Section, to be available.
- B. Employee shall not engage in any other business or occupation which interferes in any way with the Employee's Township position without the express written consent of the Board of Supervisors.
- C. The Employee is an exempt employee under the Federal Fair Labor Standards Act. Accordingly, while the Township maintains a policy of accountability for paid time off and an expectation of availability during normal work hours, the Employee does not have a fixed schedule and may be required to devote time outside the normal office hours to the business of the Township including, but not limited to, attendance at meetings of the Board of Supervisors or other Township boards, committees or organizations.

SECTION VI - GENERAL PROVISIONS

- A. This Agreement shall become effective only upon the approval of the Board of Supervisors and execution by the parties hereto, and it shall encompass the entire agreement between the parties hereto.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable and deemed severable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- C. The waiver by the Township of any breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- D. The headings to articles have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.
- E. The Employee may not assign his rights and obligations under this Agreement.
- F. This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
- G. This Agreement embodies the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding upon the Township unless made in writing and signed by a duly authorized officer of the Township or upon the Employee unless made in writing and signed by him.
- H. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

This Agreement is approved by the Township of West Deer Board of Supervisors at a duly assembled meeting of the Board on the 3rd day of January, 2022.

Accepted By

Township of West Deer

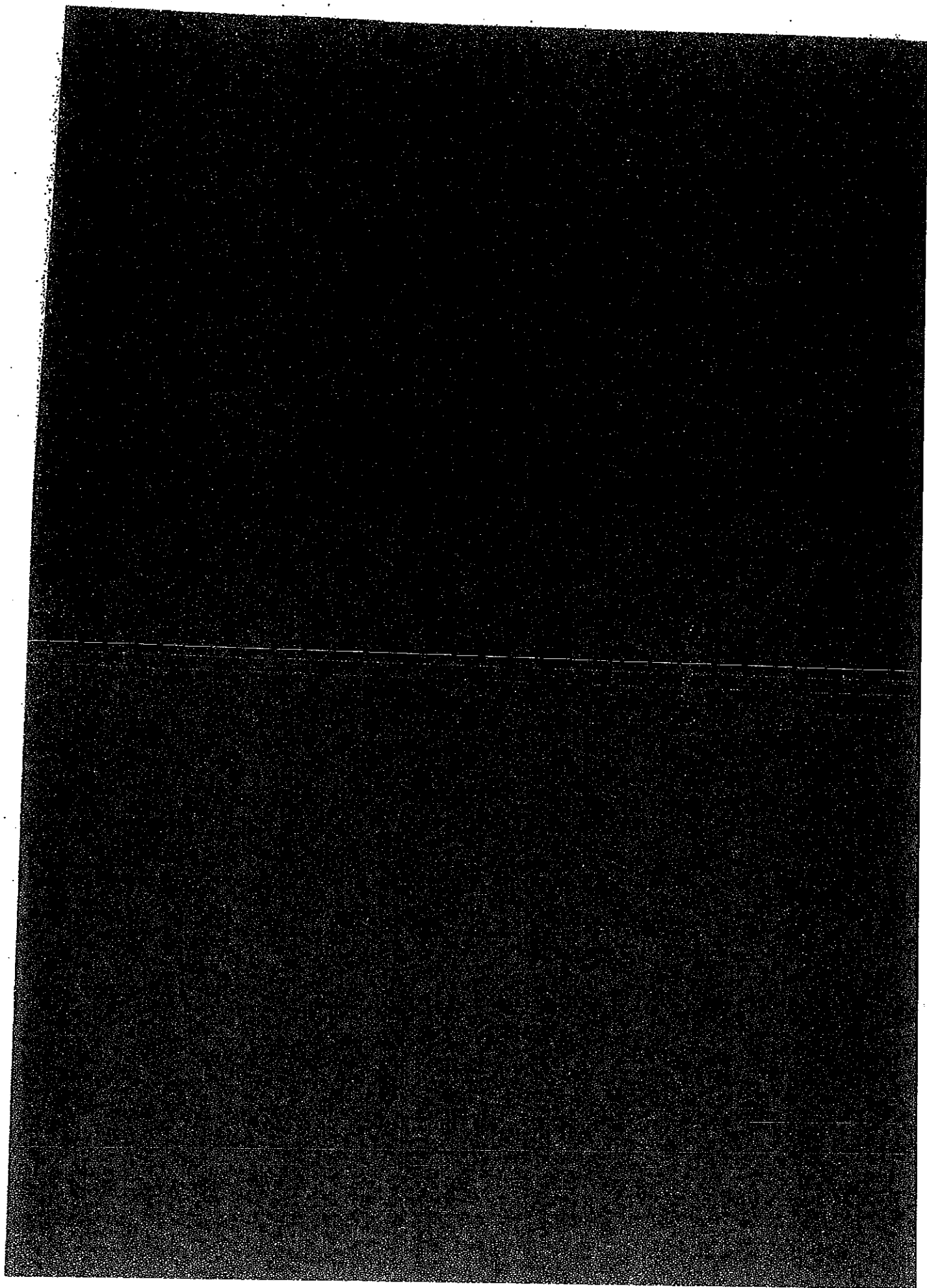
Robert Loper

, Chairperson
Board of Supervisors

WITNESS

ATTEST

Daniel Mator, Township Manager



APPROVAL: FINANCE OFFICER EMPLOYMENT AGREEMENT

ATTACHED IS A DRAFT FINANCE OFFICER EMPLOYMENT AGREEMENT WITH CURRENT TOWNSHIP FINANCE OFFICER BARBARA NARDIS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE FINANCE OFFICER EMPLOYMENT AGREEMENT WITH BARBARA NARDIS AS PRESENTED, EFFECTIVE IMMEDIATELY, AND TO AUTHORIZE ITS EXECUTION BY THE CHAIRPERSON OF THE BOARD OF SUPERVISORS AND TOWNSHIP MANAGER.

MOTION SECOND AYES NAYES

MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____

EMPLOYMENT AGREEMENT
Township Finance Officer, West Deer Township

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") made and entered into this 3rd day of January 2022, by and between THE TOWNSHIP OF WEST DEER, Allegheny County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Township,"

AND

Barbara Nardis, hereinafter referred to as "Employee."

WITNESSETH

WHEREAS, the Township desires to retain the services of Employee as the Township's Finance Officer in accordance with the Home Rule Charter of West Deer Township, Township Ordinances, and the Second Class Township Code; and

WHEREAS, Employee is willing to serve in the employ of the Township as Finance Officer; and

WHEREAS, Employee and the Township mutually desire to set forth the terms and conditions of Employee's employment with the Township:

NOW THEREFORE, in consideration of the mutual covenants herein contained and the exchange of consideration referenced below – the receipt and sufficiency of which is hereby acknowledged – the parties agree to and intend to be bound by the following:

SECTION I – DUTIES

The Township agrees to employ Employee as Township Finance Officer as more fully specified in the Township's Home Rule Charter, Township Code, the Township Personnel Policy and Procedure Manual, and the laws of the Commonwealth of Pennsylvania, and to perform such legally permissible and

proper duties and functions as the Township Board of Supervisors ("Board of Supervisors") or the Township Manager may from time-to-time assign.

SECTION II – TERM

- A. The term of this Agreement shall be from 3 January 2022 to 2 January 2024.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Township Board of Supervisors to terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the Township, provided, however, Employee shall give the Township thirty (30) days advance notice thereof to the Township.
- D. In the event of a termination, resignation, or retirement, the Employee shall be compensated for all accrued vacation, personal, and sick days in accordance with the Township Personnel Policy and Procedure Manual.

SECTION III – SALARY AND REIMBURSABLES

- A. **Base Salary**
 - 1. For services rendered by Employee during her employment under this Agreement, the Township shall pay Employee an annual Base Salary before deductions or taxes of \$59,234.15 for the 2022 calendar year.
 - 2. The Base Salary shall be paid at such intervals as salaries and wages are paid generally to employees of the Township.
 - 3. Any and all increases to the Base Salary shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but in no event shall the Employee be paid less than the salary set forth in Section 3.A.1. of the Agreement except by mutual written agreement between Employee and the Township.

SECTION IV – BENEFITS

- A. General: Employee shall be entitled to participate in the benefit plans as are generally provided by the Township to its non-union employees subject to any applicable eligibility and/or employee contribution requirements. Employee shall be entitled to the benefits set forth below.
- B. Health Insurance
1. Health Insurance benefits shall be provided to the Employee and her family by the Township.
 2. Employee's contribution rate shall be eight percent (8%) of the Health Insurance premium, and shall be payable at such intervals as contributions are generally paid by employees of the Township.
 3. Employee shall be entitled to receive a payment from the Township of three-hundred dollars (\$300.00) per month should Employee "opt-out" of the health insurance benefit plan provided by the Township.
 4. Any and all increases to the Employee's health insurance contribution rate shall be within the sole discretion of the Board of Supervisors and adopted as part of the respective year's General Fund Budget, but shall not exceed the contribution rate of the majority of other employees, department heads, or general employees of the Township as provided by its policies, Charter, ordinances, and/or personnel rules and regulations.
- C. Dental and Vision Insurance: Dental and Vision Insurance shall be provided to the Employee and her family by the Township, and the Township shall pay 100% of the premiums.
- D. Life Insurance: The Township shall purchase for the benefit of the Employee a fifty-thousand dollar (\$50,000) life insurance policy while the Employee is employed by the Township.

- E. Deferred Compensation Plan: The Township shall continue to match up to 5% of Employee's pay for the purpose of funding her AIG deferred compensation plan in lieu of Employee's participation in the Township's Non-Uniformed Pension Plan.
- F. Vacation Days
1. The Employee shall be entitled to twenty-one (25) vacation days during the 2022 calendar year.
 2. No more than ten (10) consecutive vacation days may be taken at one time.
 3. All vacation days shall be non-cumulative.
- G. Personal Days
1. Employee shall be eligible to take three (3) personal days per calendar year.
 2. All personal days shall be non-cumulative.
- H. Holidays: The Employee shall be awarded paid holidays consistent with those provided in the Township's Personnel Policy and Procedures Manual.
- I. Sick Days
1. Employee shall be entitled to take fourteen (14) sick days per calendar year.
 2. Employee may accumulate a maximum of one hundred (100) unused sick days over the course of her employment with the Township for use as paid disability leave.
 3. All sick days accumulated over one hundred (100) days shall be bought out at a rate of 50%. Upon retirement, the full bank shall be bought at 75% of the current pay rate.
 4. The Township reserves the right to require medical documentation or verification of any illness or other reason for Employee's use of any sick days permitted by this Section IV(J).
- J. Bereavement Leave: The Employee shall be awarded bereavement leave consistent with that provided in the Township's Personnel Policy and Procedures Manual.

SECTION V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. To the extent the Township is covered by insurance the Township shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, or resulting from the exercise of judgment or discretion in connection with the performance of her duties or responsibilities, unless the act or omission involved unlawful, willful, or wanton conduct and/or gross negligence. This indemnification provision shall cover any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with all matters covered by this provision. Employee shall cooperate with the Township's insurance carrier and appointed attorney in the defense of any claim; the failure to do so may result in the forfeiture by the Employee of the Township's indemnification or defense obligations. Any settlement of any claim must be made with prior approval of the Township in order for indemnification, as provided in this Section, to be available.
- B. Employee shall not engage in any other business or occupation which interferes in any way with the Employee's Township position without the express written consent of the Board of Supervisors.
- C. The Employee is an exempt employee under the Federal Fair Labor Standards Act. Accordingly, while the Township maintains a policy of accountability for paid time off and an expectation of availability during normal work hours, the Employee does not have a fixed schedule and may be required to devote time outside the normal office hours to the business of the Township including, but not limited to, attendance at meetings of the Board of Supervisors or other Township boards, committees or organizations.

SECTION VI - GENERAL PROVISIONS

- A. This Agreement shall become effective only upon the approval of the Board of Supervisors and execution by the parties hereto, and it shall encompass the entire agreement between the parties hereto.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable and deemed severable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- C. The waiver by the Township of any breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- D. The headings to articles have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.
- E. The Employee may not assign her rights and obligations under this Agreement.
- F. This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
- G. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

This Agreement is approved by the Township of West Deer Board of Supervisors at a duly assembled meeting of the Board on the 3rd day of January 2022.

Accepted By

Township of West Deer

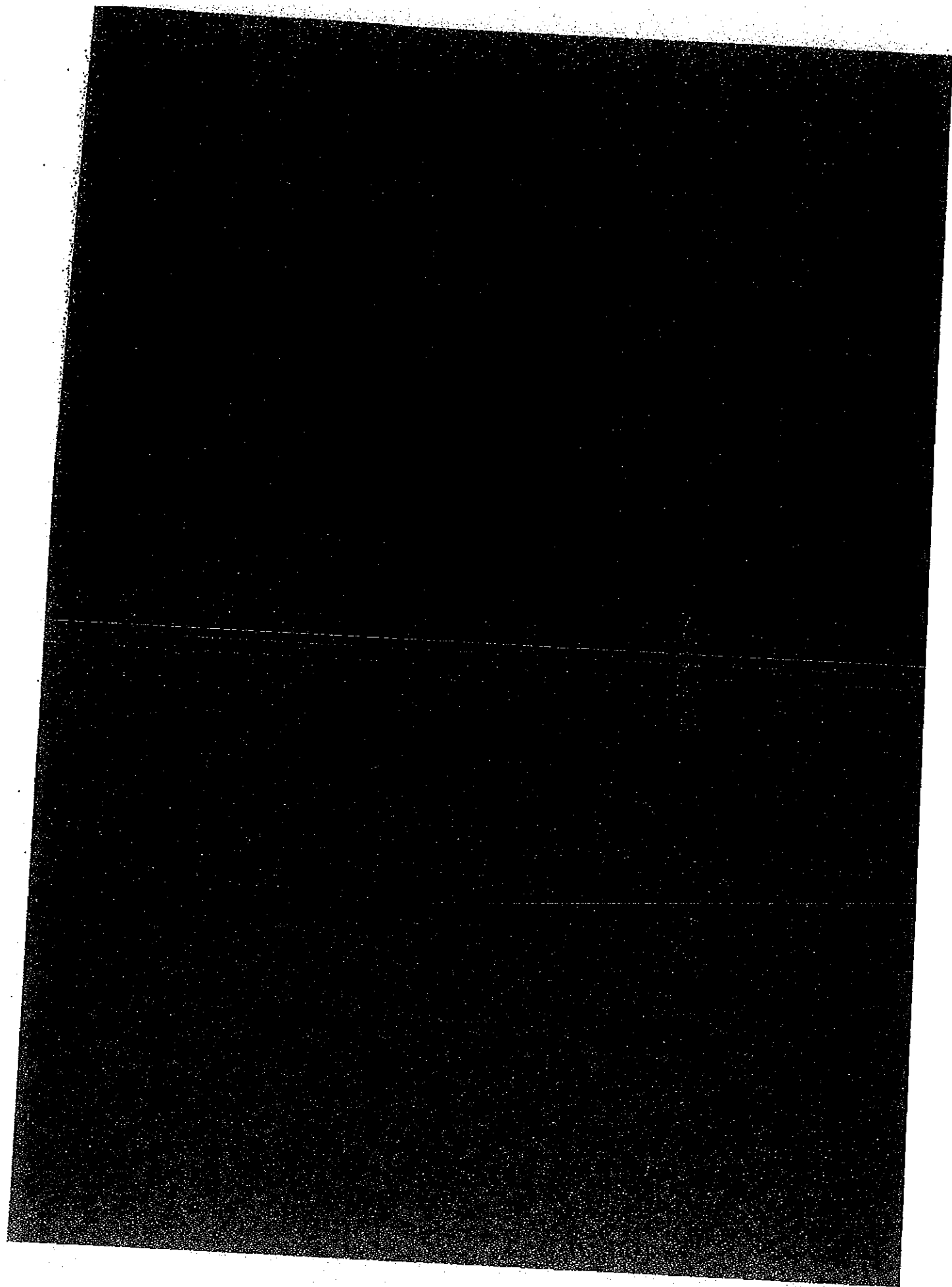
Barbara Nardis

, Chairperson
Board of Supervisors

WITNESS

ATTEST

Daniel Mator, Township Manager



FURNISH BONDS

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO FURNISH BONDS FOR THE TOWNSHIP MANAGER AND THE ADMINISTRATIVE PERSONNEL FOR THE YEAR 2022. THE BONDS WILL BE PAID FROM THE GENERAL FUND.

MOTION SECOND AYES NAYES

DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

DEPOSITORY FOR FUNDS

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO DESIGNATE:

PNC BANK AND
PLGIT (PA LOCAL GOVERNMENT INVESTMENT TRUST)

AS DEPOSITORIES FOR THE TOWNSHIP FUNDS FOR THE YEAR
2022.

MOTION SECOND AYES NAYES

DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____

FACSIMILE SIGNATURE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE USE OF THE FACSIMILE STAMP
SIGNATURE ON ALL OF THE WEST DEER TOWNSHIP ACCOUNTS.

MOTION SECOND AYES NAYES

MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____

SET MONTHLY MEETING DATE AND TIME

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO SET THE TOWNSHIP MEETING ON THE THIRD WEDNESDAY OF EACH MONTH AT 7:00 P.M. FOR THE YEAR 2022 AND TO ADVERTISE IN ACCORDANCE WITH APPLICABLE LAWS.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
DISTRICT #1	___	___	___	___
MR. SMULLIN	___	___	___	___

**APPOINTMENT: DELEGATE AND ALTERNATE TO THE NORTH HILLS
COUNCIL OF GOVERNMENTS FOR THE YEAR 2022**

DELEGATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS THE
DELEGATE TO THE NORTH HILLS COUNCIL OF GOVERNMENTS FOR
THE YEAR 2022.

MOTION SECOND AYES NAYES

MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
DISTRICT #1	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___

ALTERNATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS THE
ALTERNATE DELEGATE TO THE NORTH HILLS COUNCIL OF
GOVERNMENTS FOR THE YEAR 2022.

MOTION SECOND AYES NAYES

DR. MANN	___	___	___	___
DISTRICT #1	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___

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

DELEGATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS THE VOTING
DELEGATE TO THE ALLEGHENY COUNTY ASSOCIATION OF
TOWNSHIP OFFICIALS FOR THE YEAR 2022.

MOTION SECOND AYES NAYES

DISTRICT #1	___	___	___	___
MR. SMULLIN	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___

ALTERNATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS THE VOTING
ALTERNATE DELEGATE TO THE ALLEGHENY COUNTY ASSOCIATION
OF TOWNSHIP OFFICIALS FOR THE YEAR 2022.

MOTION SECOND AYES NAYES

MR. SMULLIN	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
DISTRICT #1	___	___	___	___

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

DELEGATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT DANIEL MATOR AS DELEGATE TO THE ALLEGHENY NORTH TAX COLLECTION COMMITTEE FOR THE YEAR 2022.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____

ALTERNATE

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS AN ALTERNATE TO THE ALLEGHENY NORTH TAX COLLECTION COMMITTEE FOR THE YEAR 2022.

MOTION SECOND AYES NAYES

MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____

CONFERENCES

THE ALLEGHENY COUNTY ASSOCIATION OF TOWNSHIP OFFICIALS
2022 CONFERENCES ARE HELD IN THE SPRING AND FALL.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE 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 SECOND AYES NAYES

DR. MANN	_____	_____	_____	_____
DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

APPLICANT INTERVIEWS: BOARD VACANCIES

AS OF DECEMBER 31, 2021, THERE ARE VACANCIES ON THE DEER CREEK DRAINAGE BASIN AUTHORITY, PLANNING COMMISSION, ZONING HEARING BOARD, AND THE PARKS & RECREATION BOARD. ALL APPLICANTS WERE INVITED TO ATTEND THE BOARD'S MEETING THIS EVENING.

THE TOWNSHIP ADVERTISED FOR ALL OF THE VACANCIES.

DEER CREEK DRAINAGE BASIN AUTHORITY – ONE APPOINTMENT

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

IN 2022, WEST DEER TOWNSHIP WILL HAVE FOUR MEMBERS AND INDIANA TOWNSHIP WILL HAVE FIVE MEMBERS SERVE ON THE DEER CREEK DRAINAGE BASIN AUTHORITY.

MR. SIMONETTI REQUESTED REAPPOINTMENT.

THE TOWNSHIP RECEIVED ONE LETTER OF INTEREST FROM THE FOLLOWING RESIDENT:

GENO STELLO

IS MR. SIMONETTI PRESENT.....

IS MR. STELLO PRESENT.....

Continued On Next Page.....

PLANNING COMMISSION – 2 APPOINTMENTS

TWO MEMBERS' TERMS EXPIRED ON DECEMBER 31, 2021 – MARK SCHMIDT AND JOHN BUTALA.

MR. SCHMIDT REQUESTED REAPPOINTMENT.

THE TOWNSHIP RECEIVED TWO LETTERS OF INTEREST FROM THE FOLLOWING RESIDENTS.

- 1) NINA JONNET
- 2) RICHARD HOLLIBAUGH

IS MR. SCHMIDT PRESENT.....

IS MS. JONNET PRESENT.....

IS MR. HOLLIBAUGH PRESENT.....

ZONING HEARING BOARD – 2 APPOINTMENTS

TWO MEMBERS' TERM EXPIRED ON DECEMBER 31, 2021 – NEIL TRISTANI AND JAMES SMULLIN/ALTERNATE

MR. TRISTANI REQUESTED REAPPOINTMENT.

THE TOWNSHIP RECEIVED ONE LETTER OF INTEREST FROM THE FOLLOWING RESIDENT:

DANIEL SMULLIN

IS MR. TRISTANI PRESENT.....

IS MR. SMULLIN PRESENT.....

Continued On Next Page.....

PARKS & RECREATION BOARD – 2 APPOINTMENTS

TWO MEMBERS' TERM EXPIRED ON DECEMBER 31, 2021 –
CAROL MCCASKEY AND NINA JONNET

MS. MCCASKEY REQUESTED REAPPOINTMENT.

THE TOWNSHIP RECEIVED ONE LETTER OF INTEREST FROM THE
FOLLOWING RESIDENT.

1) JENNIFER MORROW

IS MS. MCCASKEY PRESENT.....

IS MS. MORROW PRESENT.....

**THANK YOU FOR COMING THIS EVENING. THE BOARD WILL DO
THEIR APPOINTMENTS AT THEIR JANUARY 19TH MEETING.**

Deer Creek Drainage Basin Authority

DONALD SIMONETTI
62 MICHAEL ROAD
CHESWICK, PA 15024
(724) 265-1220



November 8, 2021

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

**RE: 5-YEAR TERM OF OFFICE REAPPOINTMENT
DEER CREEK DRAINAGE BASIN AUTHORITY**

Dear Mr. Mator,

Please be advised that I would like to express my interest for reappointment to serve as a board member of the Deer Creek Drainage Basin Authority for another five (5) year term beginning January 1, 2022.

I would sincerely appreciate the support and reappointment by the West Deer Township Board of Supervisors.

Sincerely,

A handwritten signature in blue ink that reads "Donald Simonetti".

Donald Simonetti

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 cursive script, appearing to read "Geno Stello".

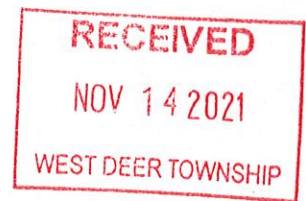
Geno Stello

20 Tarentum Culmerville Road

Tarentum, Pa 15084

(724) 882-6525

Planning Commission



**Mark B. Schmidt, P.L.S.
25 Joseph Street
Cheswick, PA 15024
(412) 767-9742**

14 November 2021

Board of Supervisors
West Deer Township
P.O. Box 2
Russellton, PA 15076

RE: Planning Commission Reappointment

To the Board of Supervisors

I hereby request reappointment for another term on the West Deer Township Planning Commission. I believe that I can make significant contributions with another term. We have made great strides in updating Township Ordinances. We continue to work on revisions to maintain these regulations in top form. I would appreciate the opportunity to serve on the Planning Commission for another term.

Respectfully submitted,

Mark B Schmidt

Mark B. Schmidt, P.L.S.

November 28th, 2021



Nina Jonnet
11 Fiddlers Green Lane
Tarentum, PA 10584
njonnet13@gmail.com
412-584-1002

To Whom it May Concern,

My name is Nina Jonnet, I have lived in the community since 2013. I want to express my interest in becoming a part of West Deer Township's Planning Commission. In the time I have lived in West Deer I have worked at a few local businesses, including Smullin Asphalt, where I assisted with analyzing blueprints and estimating. I have also been a part of the Parks and Recreation Board since 2019.

During my time on the Parks and Recreation Board we unfortunately had to navigate through Covid-19. This made event planning difficult. However, with a great team we were still able to have some events that were considered safe for our community. I worked on two new events this year- the fall festival and two food truck events this past summer.

For the last two years, after leaving Smullin Asphalt, I started working in real estate. I feel that with my background and current interests I would be a good fit for the planning commission. I do love my community, and I feel that during my time here it is very important to be involved.

Thank you for your time and consideration.

Respectfully,

Nina Jonnet

RLHollibaugh

Residential Design/Commercial Design/Landscape Design/Specification Writing/Construction Management

"You can use an eraser on the drafting table or a sledge hammer on the construction site." Frank Lloyd Wright

November 30, 2021

RE: Admission to West Deer Planning Commission



TO: Bill Payne, Jodi French & The West Deer Board of Supervisors

Dear Supervisory Board and associated staff:

It has been brought to my attention that there will be a seat opening on the West Deer Planning Commission.

I held a position on the Planning Commission in the early 2000's for 6 years, my reason for leaving was work load and raising a family at that time.

I am interested in the opportunity to serve again and would appreciate your consideration.

History & Experience

Graduate of Deer Lakes High School 1980

Graduate of Carnegie Mellon University w/ B.S. in Architecture

Previous Experience on West Deer Planning Commission.

Worked for different firms, Pittsburgh, New York, Los Angeles in the 1980's & 1990's.

In Private Design Practice here in West Deer since 1995.

Construction Management for Massaro Corporation and other large Residential builders.

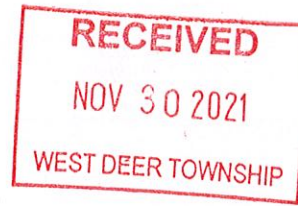
Current practice consists of Residential & Commercial Work.

If you have any questions about my qualifications, please do not hesitate to call.

Thank you,

Richard L. Hollibaugh
724-265-3936

Zoning Hearing Board



To: West Deer Twp.

I am reapplying for a seat on the zoning hearing board. Since having served two terms I am hoping my experience and knowledge will better serve the community.

Sincerely,

A handwritten signature in dark ink, appearing to read "Neil Tristani". The signature is fluid and cursive, with a long horizontal stroke at the end.

Neil Tristani

11-30-21



I Daniel Smullin am requesting the Board of Supervisors to appoint me to the vacant position for the West Deer Zoning Hearing Board. My family business, Smullin Asphalt and Concrete has operated in West Deer Township for over 35 years. I am a lifelong resident and understand the importance of the Zoning Hearing Board for instances that are typical to the zoning ordinance.

Thank you

A handwritten signature in blue ink, appearing to read "Daniel Smullin", with a long horizontal flourish extending to the right.

Daniel Smullin
724-594-7491
2170 Saxonburg Blvd
Cheswick PA 15024

Parks & Recreation Board



November 28, 2021

Dear Board of Supervisors,

I have been serving on the West Deer Parks and Recreation Board for many years and I would like to continue to be a part of this Board for five more years.

Thank you in advance for considering me for the position.

Sincerely,

Carol McCaskey

camc@consolidated.net



Jennifer Morrow
P.O Box 96
Russellton, PA 15076

November 22, 2021

West Deer Township
109 East Union Rd
Cheswick, PA 15024

To Whom It My Concern:

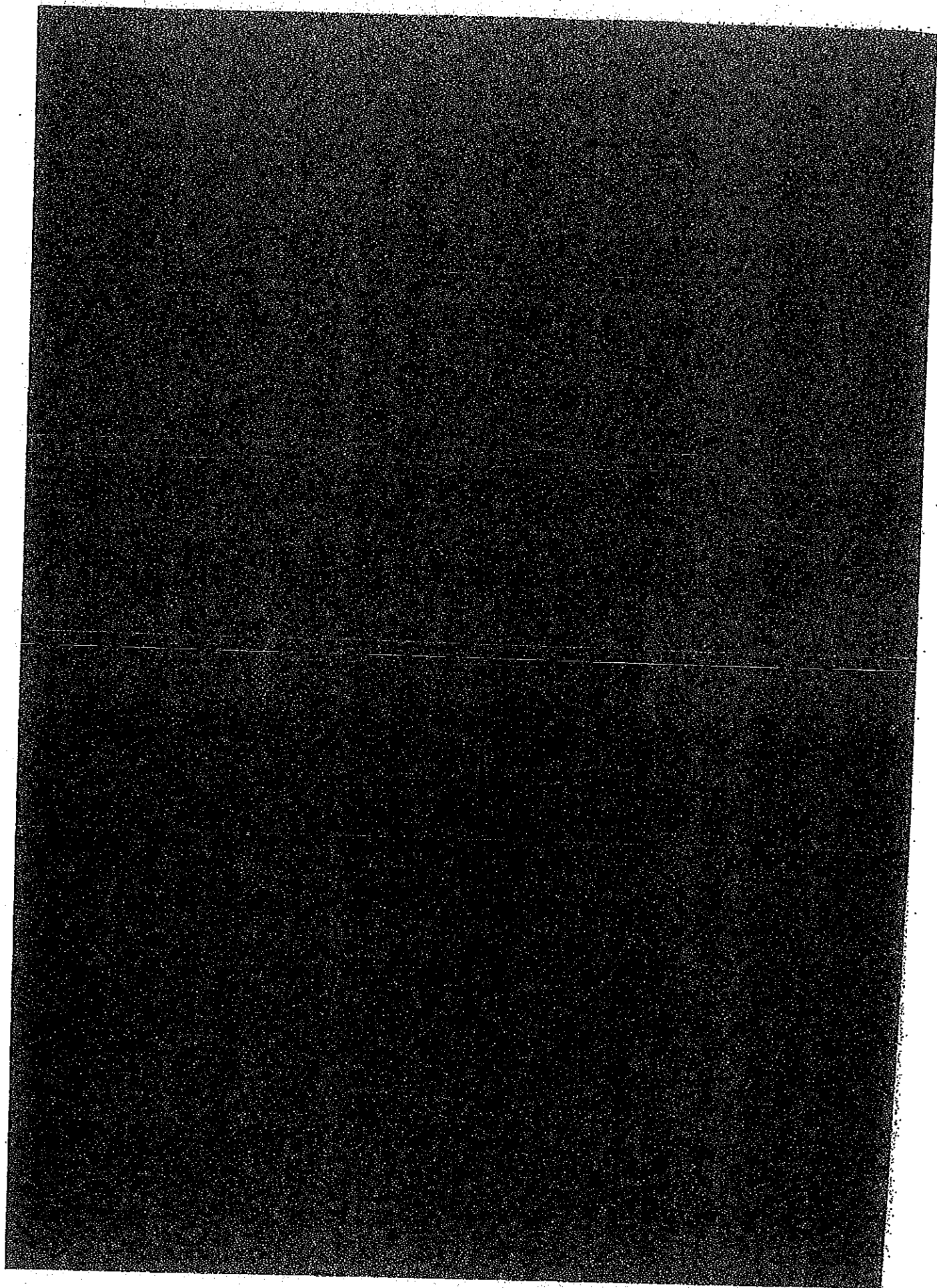
I would like to be considered for the opening on the West Deer Parks and Recreation as a Board Member.

I have been a resident of West Deer my entire life. I want to see our community keep growing and would like to be involved in helping our township keep the closeness of its residents. I manage the West/East Deer Current Events group on social media. I operate the Our Neck of the Woods monthly publication. I try to help all local businesses and others as much as I can.

Thank you for allowing me to introduce myself and look forward to hearing from you. If you have any other questions, feel free to contact me at 724.816.1252 or tedybear86@comcast.net.

Sincerely,

Jennifer Morrow



NEW BUSINESS:

ADJOURNMENT

I MOVE TO ADJOURN THE REORGANIZATION MEETING
AT _____ P.M.

MOTION SECOND AYES NAYES

DISTRICT #1	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____