



**BOARD OF
SUPERVISORS
MEETING**

February 15, 2023

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

Members present: Mr. Frey _____
Mr. Harrison _____
Mrs. Hollibaugh _____
Mr. Smullin _____
Mrs. Jordan _____

West Deer Township Board of Supervisors
February 15, 2023
6:30 pm: Executive Session
7:00pm: Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session
5. Comments from the Public
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. Planning, Zoning, and Code Enforcement Report
12. Parks & Recreation Board Report
13. West Deer #1 VFC Report
14. West Deer #2 VFC Report
15. West Deer #3 VFC Report
16. West Deer EMS Report
17. Adoption: Ordinance No. 451 (Municipal Building Financing)
18. Adoption: Resolution No. 2023-1 (Appointed Auditor for the 2022 Audit)
19. Appointment: Parks & Recreation Committee Member
20. Appointment: Planning Commission Member
21. Authorization: Advertisement (Bairdford Park Project)
22. Authorization: Advertisement (Road Program)
23. Authorization: West Deer Municipal Building Preliminary/Final Land Development Plan
24. Award: Police F-150 Upfitting
25. Award: Township Building Cleaning Contract
26. Promotions: Full-Time Police Officers
27. Old Business
28. New Business
29. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive Session

- Mr. Robb

5

COMMENTS FROM THE PUBLIC

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

6

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE JANUARY 10, 2023 SPECIAL MEETING AND THE JANUARY 18, 2023 REGULAR BUSINESS MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE JANUARY 10, 2023 SPECIAL MEETING AND THE JANUARY 18, 2023 REGULAR BUSINESS MEETING.

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

January 10, 2023

West Deer Township
Board of Supervisors
January 10, 2023
10:00 a.m.

The West Deer Township Board of Supervisors held a Special Meeting at the West Deer Township Municipal Building. Members present: Beverly Jordan, Chairperson; David Harrison; Vernon Frey; and James Smullin. Also in attendance was Gavin Robb, Township Solicitor; Scott Shoup, Township Engineer; Mark Schmidt, Planning Commission Chair; and Assistant Township Manager Joseph Shook.

Chairperson Jordan opened the Special Meeting.

Pledge of Allegiance

Roll Call taken by Mr. Shook – Quorum present

The purpose of this Special Meeting was to discuss the draft Zoning Ordinance, and was considered an open forum. Other than the adjournment, no formal action was taken by the Board of Supervisors.

A great deal of dialogue with the Board, Mr. Robb, Mr. Shoup, Mr. Schmidt, and residents regarding the proposed changes of the draft Zoning Ordinance took place.

ADJOURNMENT/SPECIAL MEETING

MOTION BY Supervisor Frey and SECONDED BY Supervisor Harrison to adjourn the special meeting at 1:33 p.m. Motion carried unanimously. Meeting adjourned.

Daniel J. Mator, Jr., Township Manager

January 18, 2023

West Deer Township
Board of Supervisors
18 January 2023
7:00pm

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

OPEN REGULAR BUSINESS MEETING

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

Pledge of Allegiance

Roll Call taken by Mr. Mator – Quorum present

COMMENTS FROM THE PUBLIC

Jim Shuey of Bryson Road

- Mr. Shuey asked if a location was chosen for the upcoming Leto gas well public hearing. Mrs. Jordan responded that the location had not been decided yet.

Rich Hollibaugh of Bakerstown-Culmerville Road

- Mr. Hollibaugh suggested that before financing the new municipal building, that the Board review the Budget for the financial needs of the Police, Fire Departments and EMS. Mrs. Jordan answered all has been addressed.

Dale Leight of Grubbs Road

- Mr. Leight asked for the Township's plan to clean up a trailer park near his property. Mr. Shook responded that the Township is handling the complaint, but Mr. Robb mentioned that with a pending action the Township cannot publicly comment.

ACCEPT MINUTES

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to accept the minutes of the 21 December 2022 regular business meeting and 3 January 2023 reorganization meeting as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT

TOWNSHIP OF WEST DEER **FINANCE OFFICER'S REPORT** **31 December 2022**

I - GENERAL FUND:

	<u>December</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	377,941.67	8,758,349.53	93.42%
Expenditures	1,306,770.20	8,195,749.90	87.42%

Cash and Cash Equivalents:		
Sweep Account	23,215.58	
		23,215.58
II - SPECIAL REVENUE FUNDS		
Cash and Cash Equivalents:		
Street Light Fund:		
Restricted	68,638.82	
Fire Tax Fund:		
Restricted	40,155.11	
State/Liquid Fuels Fund:		
Restricted	158,516.38	
		267,310.31
Investments:		
Operating Reserve Fund:		
Reserved	1,800,056.09	
Capital Reserve Fund:		
Reserved	968,492.13	
		2,768,548.22
III - CAPITAL PROJECT FUNDS:		
Cash and Cash Equivalents:		
	0.00	
		0.00
TOTAL CASH BALANCE 12/31/22		3,059,047.11

Interest Earned December 2022	2,550.82		
	12/1/2022	December	12/31/2022
	Debt Balance	Principal	Debt Balance
		Payment	
Mars National - VFC #3	\$71,134.49	\$2,607.94	\$68,713.40
NexTier Bank VFC #2	\$374,771.87	\$2,680.96	\$373,305.06

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

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

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

DECEMBER LIST OF BILLS

Bearcom	292.47
Culverts, Inc	3350.00
Hei-Way, LLC.....	487.72
Jordan Tax Service, Inc	739.25
Kress Tire	234.00
Office Depot.....	84.13

Shoup Engineering Inc	9054.75
Toshiba Financial Services.....	503.89
Tristani Brothers Inc.....	1106.82
Tucker/Arensberg Attorneys.	2898.75

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

POLICE CHIEF'S REPORT

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

PUBLIC WORKS FOREMAN'S REPORT

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

Mrs. Jordan reported speaking to Mr. Shook about the new Township road signs. She questioned if the signs would be placed by Friday. Mr. Shook agreed and presented the smaller version of the sign to the Board and public.

ENGINEER'S REPORT

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

Projects

- Municipal Building Project
 - Based on initial concept planning by HHSDR architects, preparation of a site plan, grading plan, utility plan, and storm sewer plan have been prepared. Work on the stormwater management plan, and erosion and sedimentation control plan has also been completed. An application for an NPDES Permit to the Allegheny County Conservation District will soon be filed.
- Bairdford Park
 - Plans, specifications, and bid documents have been prepared for an improved parking lot, new sports courts, and other features at Bairdford Park. Following review by the Pennsylvania DCNR, bids will be let for the project.

Development/Subdivision Review

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

- Kingston Plan (formally Unionville Plan)
 - Reviews of this 46-lot final subdivision plan on East Union Road were performed and review letters dated 13 December 2022, 3 January 2023, and 12 January 2023 were issued to the Township.
- Ridgewood Heights Plan
 - A review of this 18-lot preliminary and final subdivision plan was performed, and a review letter dated 15 December 2022 was issued to the Township.

PLANNING AND ZONING COMMUNITY DEVELOPMENT DIRECTOR REPORT

The Board received the Planning & Zoning Community Development Director Report for the month of December 2022. A copy of the report is on file at the Township Building.

WEST DEER #1 VFC REPORT

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

WEST DEER #2 VFC REPORT

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

WEST DEER #3 VFC REPORT

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

Chief Wiegand reported emailing his report to the Board separate from the agenda that afternoon.

WEST DEER EMS REPORT

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

2023 BOARD APPOINTMENTS

As of 31 December 2022, there are vacancies on the Planning Commission, Zoning Hearing Board, and The Parks and Recreation Board. Some of the applicants attended the reorganization meeting on 3 January 2023 to meet the Board of Supervisors and to introduce themselves.

DEER CREEK DRAINAGE BASIN AUTHORITY – TWO APPOINTMENTS

In 2022, West Deer Township had four members and Indiana Township had five members serve on the Deer Creek Drainage Basin Authority.

In 2023, West Deer Township will have five members and Indiana Township will have four members serve on the Deer Creek Drainage Basin Authority.

One members' term expired on 31 December 2022: Ronald Plesh. Mr. Plesh requested reappointment.

The Board also received a letters of interest from William Baker, Daniel Loughlin, and Geno Stello.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin to appoint Ronald Plesh and Geno Stello as members of the Deer Creek Drainage Basin Authority for a five-year term to expire 31 December 2027. Motion carried unanimously 5-0.

PLANNING COMMISSION – TWO APPOINTMENTS

Two members' terms expired on 31 December 2022: Patrick Stark and Suzanne Garlena. Mr. Stark requested reappointment.

The Board did not receive any letters of interest.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to appoint Patrick Stark as a member of the Planning Commission for a four-year term to expire 31 December 2026. Motion carried unanimously 5-0.

ZONING HEARING BOARD – ONE APPOINTMENT

One members' term expired on 31 December 2022: George Hollibaugh.

The Board also received a letter of interest from Daniel Smullin, who is currently an alternate is requesting to be appointed a full member. The Township did not receive any other letters of interest.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to appoint Daniel Smullin as a member of Zoning Hearing Board for a five year to expire on 31 December 2027. Motion carried 4-yes, 0-no, 1-abstain. Member abstaining Mr. Smullin.

PARKS & RECREATION BOARD – ONE APPOINTMENT

One members' term expired on 31 December 2022: David Kinniburgh. Mr. Kinniburgh requested reappointment.

The Board did not receive any letters of interest.

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to appoint David Kinniburgh as a member of The Parks & Recreation Board for a five-year term to expire 31 December 2027. Motion carried uananimously 5-0.

ACCEPTANCE: RESIGNATION OF PART-TIME POLICE OFFICER

The Board was in receipt of an email from Officer Alexander Cherevka stating he had resigned from his position.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to accept the resignation of Part-Timer Police Officer Alexander Cherevka and wish him the best of luck. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2023-01 (APPOINTED AUDITOR FOR THE 2022 AUDIT

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING THE CERTIFIED AND COMPETENT PUBLIC ACCOUNTANCY FIRM OF MARK C. TURNLEY, CPA TO REPLACE THE ELECTED AUDITORS IN MAKING THE EXAMINATION OF ALL OF THE ACCOUNTS OF THE TOWNSHIP FOR THE 2022 FISCAL YEAR.

Mr. Robb reported speaking to Mr. Mator prior to the meeting in regard to this resolution. He recommended the Board not take action due to the timing of the legal advertisement related to this appointment.

AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. 451 (BUILDING FINANCING)**ORDINANCE NO. 451**

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES (THE "OBLIGATIONS") IN AN AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXTEND EIGHT MILLION DOLLARS (\$8,000,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE TAXING POWER OF THE LOCAL GOVERNMENT UNIT FOR THE PAYMENT OF , THE OBLIGATIONS PROVIDING FOR THE ESTABLISHMENT OF A SINKING FUND AND THE APPOINTMENT OF A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE OBLIGATIONS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE OBLIGATIONS..

Mr. Frey asked if adopting this ordinance as worded would require the Township to borrow eight million dollars.

Mr. Robb clarified that the ordinance was not being adopted in this motion, but was simply for the advertisement. He answered Mr. Frey's question by summarizing the ordinance and asked Mr. Mator to confirm the Township's architect had an expectation that the Township would not need to borrow the full eight million due to the grant and reserve funds. Mr. Mator concurred.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to advertise Ordinance No. 451 as presented. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT OF OLYMPUS LETO HEARING

The Township received an application for conditional use approval for Gas and Oil Production filed by the applicant, Olympus Energy, LLC, for the property located at 305 Oak Road. The applicant proposes to construct a well pad for operation of a deep well at the subject property.

Lot/Block#: 166-R-91
Zoning District: I- Industrial

A deep well site may be authorized as a conditional use in the I Zoning District of the Township subject to the requirements of the Zoning Ordinance of West Deer Township, including Section 210-120 (A)(21).

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin to set the public hearing for the Olympus Leto Gas Well for Wednesday, February 22nd at 6:00p.m. Motion carried 4-yes, 0-no, 1-abstain. Member abstaining: David Harrison.

Mr. Harrison mentioned he had a contract/lease with the mentioned gas/oil company, so would be abstaining from this motion and recusing himself from Leto proceedings.

AUTHORIZATION: DEER CREEK RENTALS CONSOLIDATION PLAN

The Planning Commission recommended approval of the Deer Creek Rentals Consolidation Plan at their 15 December 2022 meeting.

Properties Location: Deer Creek Road
Zoning District: R-Rural Estate

The proposal is to eliminate a lot line between parcels 2384-G-109 and 2384-L-330, and to consolidate the two parcels into one. The two lots measure 2.00 and .97 acres, and are being consolidated into one parcel measuring 2.97 acres.

The Planning Commission recommended approval of the Deer Creek Rentals Consolidation Plan and no conditions were made.

Mr. Shoup stated this was a basic consolidation of two parcels on Deer Creek Road.

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to approve the Deer Creek Rentals Consolidation Plan as per the recommendation by the Planning Commission without conditions. Motion carried unanimously 5-0.

AUTHORIZATION: FINANCING OF 2023 CATERPILLAR 289D3 COMPACT TRACK LOADER

The Board of Supervisors approved the purchase of a 2023 Caterpillar 289D3 Compact Track Loader at the 21 December 2022 Regular Business Meeting.

The following bids had been received:

<u>Lendor</u>	<u>Rate</u>
Laurel Capital Corp	4.75%
Huntington Bank	4.88%
Real Lease	6.219%
Cleveland Brothers	6.99%

Mr. Mator reported the Township also received a bid from Laurel Capital after the agenda was distributed and added the agenda was updated for the Board to review. He stated that their interest rate was 4.75% for the Caterpillar and 4.70% for the Police SUV in the next motion.

MOTION BY Supervisor Harrison and SECONDED BY Supervisor Smullin to authorize the financing of a new 2023 Caterpillar 289D3 Compact Track Loader to Laurel Capital at a rate of 4.75% for seven years. Motion carried unanimously 5-0.

AUTHORIZATION: FINANCING OF 2023 CHEVROLET TAHOE POLICE SUV

The Board of Supervisors approved the purchase of a 2023 Chevrolet Tahoe Police SUV at the 21 December 2022 Regular Business Meeting.

The following bids had been received:

<u>Lendor</u>	<u>Rate</u>
Laurel Capital Corporation	4.70%
Huntington Bank	4.88%
Real Lease	6.219%

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to authorize the financing of a new 2023 Chevrolet Tahoe Police SUV to Laurel Capital Corporation at a rate of 4.70% for five years. Motion carried unanimously 5-0.

AUTHORIZATION: JEFFREY PLAN OF LOTS

The Planning Commission recommended approval of the Jeffrey Plan of Lots Preliminary and Final Lot Line revision plan at their 15 December 2022 meeting.

Property Location: 2791 Russellton -Airport Road
Zoning District: R-2 Semi-Suburban Residential

The proposal is a lot line revision between the Creighton-Russellton Road and Russellton-Airport Road Properties.

The Planning Commission recommended approval of the Jeffrey Plan of Lots subject to following conditions:

1. Address and satisfy all issues in the letter from the county letter dated 12 December 2022.

Mr. Shoop explained in detail this final lot line revision.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin to approve the preliminary and final lot line revision plan of the Jeffrey Plan of Lots as per the recommendation by the Planning Commission with the conditions previously mentioned. Motion carried unanimously 5-0.

AUTHORIZATION: KINGSTON PLAN OF LOTS

The Planning Commission recommended approval of the Kingston Plan of Lots at their 15 December 2022 meeting.

Property Location: 292 East Union Road
Zoning District: R-2 Semi-Suburban Residential

The proposal is to construct 46 single-family lot cluster development on 29.13 acres.

The Planning Commission recommended approval of the Kingston Plan of Lots subject to following conditions:

1. Consolidate Lot 46 and Lot 47.
2. Show easement for the sanitary lien on future drawings.
3. Provide alternate species for the fir and lilac plants on the landscaping plan.
4. Satisfy all comments in Scott Shoup's review letter dated 13 January 2023.

Mr. Shoup informed the Board that back in October 2022, the preliminary approval was approved. He added the plan had changed names from East Union Plan of Lots to Kingston Plan of Lots.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin to approve the Kingston Plan of Lots as per the recommendation by the Planning Commission with the conditions previously mentioned. Motion carried unanimously 5-0.

AWARD: ABESTOS ABATEMENT SURVEY

The Township approved the demolition of 1130-1132 Eisenhower Drive and 17-19 School Street at their 17 August 2022 Public Hearing.

The properties need to have an asbestos abatement survey completed prior to their demolition.

The Township received a quote from Mid-Atlantic Environmental Consultants.

Mr. Frey asked if the Township would have to complete this survey prior to every demolition.

Mr. Smullin also asked if there are grants to pay for these surveys.

Mr. Mator responded yes to both supervisors. He added that there are grants, but the Township pays for this, then places a lien on the property so the Township is reimbursed when the property sells.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to award the asbestos abatement survey to Mid-Atlantic Environmental Consultants in the amount of \$2,600.00 as presented. Motion carried unanimously 5-0.

AWARD: TREE REMOVAL

The Township received the following bids to remove six trees on Pine Street.

<u>Contractor</u>	<u>Bid</u>
Lisowski Tree Service	\$2,400.00
Dices Tree Service	\$2,800.00
Drake's Landscaping & Tree Service	\$3,395.00

Mr. Frey asked if the trees were on Township property.

Mr. Mator answered that they were located in the Township's right-of-way.

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Harrison to award the bid to remove six trees on Pine Street to Lisowski Tree Service in the amount of \$2,400.00. Motion carried unanimously 5-0.

OLD BUSINESS

- Mrs. Jordan asked Mr. Mator to speak on the Fire Hydrants.

Mr. Mator reported receiving an email from one of the Fire Departments asking for clarification on the delay of receiving the new Fire Hydrants within the Township. He explained that the Board has been very clear and budgeted the amount for the ordering of the hydrants. Mr. Mator went into detail of the communication between Oakmont Water and himself.

Mrs. Jordan stressed that nothing is pending on the Township's end, the Township is waiting for Oakmont Water to address.

- Mrs. Jordan reiterated – due to the earlier public comment – that the Township is still waiting on the Fire Study to be completed and asked Mr. Mator if he had spoken to Mr. Miller from the DCED.

Mr. Mator responded in the affirmative and added that Mr. Miller anticipated his report will be completed within the next week or so. He explained that Mr. Miller would forward his report to the Commonwealth and the final report should be returned to the Board by the beginning of March.

Mrs. Jordan added that – for clarification – the Board Members are not experts on fire so a Fire Study was requested to objectively assist the Board.

NEW BUSINESS

- None

ADJOURNMENT

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to adjourn at 7:30 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager

7A

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
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

FINANCE OFFICER'S REPORT
January 31, 2023

I - GENERAL FUND:

	<u>January</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,765,785.16	1,765,785.16	19.58%
Expenditures	379,458.16	379,458.16	4.21%

Cash and Cash Equivalents:

Sweep Account

720,657.15

720,657.15

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

62,949.86

Fire Tax Fund:

Restricted

23,710.83

State/Liquid Fuels Fund:

Restricted

97,460.27

184,120.96

Investments:

Operating Reserve Fund:

Reserved

951,747.98

Capital Reserve Fund:

Reserved

973,017.41

1,924,765.39

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 1/31/23

2,829,543.50

Interest Earned January 2023

5,033.12

	<u>1/1/2023</u>	<u>January</u>	<u>1/31/2023</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	68,689.77	\$ 2,607.94	66,284.46
NexTier Bank VFC #2	373,261.30	\$ 2,680.96	371,785.03

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

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

INTEREST EARNED - 2023

	<u>JANUARY</u>	<u>YTD</u>
GENERAL FUND	\$2.09	\$2.09
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.27	\$0.27
OPERATING RESERVE	\$9.04	\$9.04
STATE FUND	\$496.34	\$496.34
CAPITAL RESERVE	<u>\$4,525.38</u>	<u>\$4,525.38</u>
TOTAL INTEREST EARNED	<u><u>\$5,033.12</u></u>	<u><u>\$5,033.12</u></u>

7B

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
MRS. HOLLIBAUGH	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MR. HARRISON	___	___	___	___
MRS. JORDAN	___	___	___	___

WEST DEER TOWNSHIP

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:47 pm
Date: 02/07/2023
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2023 thru 02/15/2023

Vendor	Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name:	AMERIKOHL AGGREGATES INC		909.20				909.20		
Name:	AMERIKOHL TRANSPORT INC		555.07				555.07		
Name:	BEARCOM		292.47				292.47		
Name:	BEST WHOLESALE TIRE CO, INC		1789.67				1789.67		
Name:	HEI-WAY, LLC		985.24				985.24		
Name:	JORDAN TAX SERVICE, INC.		1487.93				1487.93		
Name:	KRESS TIRE		2516.00				2516.00		
Name:	SHOUP ENGINEERING INC.		24387.62				24387.62		
Name:	STEPHENSON EQUIPMENT, INC.		10214.14				10214.14		
Name:	TOSHIBA FINANCIAL SERVICES		503.89				503.89		
Name:	TRISTANI BROTHERS, INC.		1138.06				1138.06		
Name:	TUCKER/ARENSBERG ATTORNEYS		5333.04				5333.04		
FINAL TOTALS:			50112.33				50112.33		

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2023 thru 02/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00337	AMERIKOHL AGGREGATES	430.372	63238	909.20				909.20		
Road:	Anti Skid	0123	01/31/2023	02/15/2023	02/02/2023					N
Name: AMERIKOHL AGGREGATES INC										
00338	AMERIKOHL TRANSPORT	430.372	41460	555.07				909.20		
Road:	Delivery of Anti-skid	0123	01/31/2023	02/15/2023	02/02/2023			555.07		N
Name: AMERIKOHL TRANSPORT INC										
00674	BEARCOM	430.327	5506820	57.47				57.47		
Road:	Radio Equip Maint	0223	02/01/2023	02/15/2023	02/02/2023					N
00674	BEARCOM	410.328	5507758	235.00				235.00		
POL:	Radio Equip Maint	0223	02/02/2023	02/15/2023	02/03/2023					N
Name: BEARCOM										
00553	BEST WHOLESale TIRE	410.374	24511	74.62				74.62		
POL:	1/3-Car 38-oil change/filt	0223	02/01/2023	02/15/2023	02/07/2023					N
00553	BEST WHOLESale TIRE	410.374	24525	421.35				421.35		
POL:	1/4-Car 31-Inspection	0223	02/01/2023	02/15/2023	02/07/2023					N
00553	BEST WHOLESale TIRE	410.374	24534	84.95				84.95		
POL:	1/5-Car 33-Tire Rotation/o	0223	02/01/2023	02/15/2023	02/07/2023					N
00553	BEST WHOLESale TIRE	410.374	24662	95.00				95.00		
POL:	1/24-Car 30-Alignment	0223	02/01/2023	02/15/2023	02/07/2023					N
00553	BEST WHOLESale TIRE	410.374	24669	1113.75				1113.75		
POL:	1/25-Car 34-Front/Rear Bra	0223	02/01/2023	02/15/2023	02/07/2023					N
Name: BEST WHOLESale TIRE CO, INC										
00005	HEI-WAY, LLC	430.372	10331077	165.51				165.51		
Road:	Cold Patch	0123	01/09/2023	02/15/2023	01/12/2023					N
00005	HEI-WAY, LLC	430.372	10331133	190.00				190.00		
Road:	Cold Patch	0123	01/11/2023	02/15/2023	01/17/2023					N
00005	HEI-WAY, LLC	430.372	10331216	321.23				321.23		
Road:	Cold Patch	0123	01/17/2023	02/15/2023	01/19/2023					N
00005	HEI-WAY, LLC	430.372	10331468	308.50				308.50		
Road:	Cold Patch	0223	02/02/2023	02/15/2023	02/06/2023					N

WEST DEER TOWNSHIP

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:44 pm
Date: 02/07/2023
Page: 2By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2023 thru 02/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: HEI-WAY, LLC				985.24				985.24		
00106	JORDAN TAX SERVICE, 403.140	1-C-#107	01/16/2023	1487.93				1487.93		N
Delinquent R E Tax Commission 0123				02/15/2023	01/19/2023					
Name: JORDAN TAX SERVICE, INC.				1487.93				1487.93		
00362	KRESS TIRE	410.374	10407-5	708.00				708.00		N
Pol:1/4-CAR #38 TIRES				02/15/2023	02/07/2023					
00362	KRESS TIRE	410.374	10409-31	708.00				708.00		N
Pol:1/17-CAR #37 TIRES				02/15/2023	02/07/2023					
00362	KRESS TIRE	410.374	10411-27	112.00				112.00		N
Pol:1/3-CAR #31 Mount 4 TIRES				02/15/2023	02/07/2023					
00362	KRESS TIRE	430.374	10413-42	270.00				270.00		N
Road:Trk #2/TIRE				02/15/2023	01/12/2023					
00362	KRESS TIRE	410.374	10414-37	718.00				718.00		N
Pol:1/16-CAR #30 TIRES				02/15/2023	02/07/2023					
Name: KRESS TIRE				2516.00				2516.00		
00830	SHOUP ENGINEERING IN 408.319	23-25	01/31/2023	294.25				294.25		N
Eng:Unionville Plan				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.319	23-26	01/31/2023	160.50				160.50		N
Eng:Moretti Subdivision				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.319	23-28	01/31/2023	321.00				321.00		N
Eng:Ridgewood Heights				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.319	23-32	01/31/2023	133.75				133.75		N
Eng:No off Seasons/Concert Ven0123				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.313	23-33	01/31/2023	1284.00				1284.00		N
Eng: Miscellaneous				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.319	23-34	01/31/2023	214.00				214.00		N
Eng:DCDBA/COPAM Plan				02/15/2023	02/02/2023					
00830	SHOUP ENGINEERING IN 408.313	23-39	02/06/2023	13233.62				13233.62		N
New Bldg:12/30-2/2/23 Proj ser0223				02/15/2023	02/07/2023					
00830	SHOUP ENGINEERING IN 408.316	23-P36	02/03/2023	8746.50				8746.50		N
Eng:Crest St Bridge:8/16-1/31/0223				02/15/2023	02/03/2023					

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2023 thru 02/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: SHOUP ENGINEERING INC.				24387.62				24387.62		
00074	STEPHENSON EQUIPMENT 430.611 Road: Pipe/18"/12"x20 0123		18061979 01/17/2023	9844.48	02/15/2023	01/19/2023		9844.48		N
00074	STEPHENSON EQUIPMENT 430.374 Road: 7 BOCE W/BO 0123		18062166 01/24/2023	369.66	02/15/2023	01/26/2023		369.66		N
Name: STEPHENSON EQUIPMENT, INC.				10214.14				10214.14		
00577	TOSHIBA FINANCIAL SE 406.261 Lease & Maintenance of Copiers0123		50023532010 01/18/2023	258.95	02/15/2023	01/24/2023		258.95		N
00577	TOSHIBA FINANCIAL SE 410.261 Lease & Maintenance of Copiers0123		50023532010 01/18/2023	244.94	02/15/2023	01/24/2023		244.94		N
Name: TOSHIBA FINANCIAL SERVICES				503.89				503.89		
00067	TRISTANI BROTHERS, I 430.374 Road: '21 Peterbilt/Inspection 0223		230118 02/01/2023	555.69	02/15/2023	02/07/2023		555.69		N
00067	TRISTANI BROTHERS, I 430.374 Road: Mikes F550-Hyd Line 0223		230119 02/01/2023	482.37	02/15/2023	02/07/2023		482.37		N
00067	TRISTANI BROTHERS, I 430.374 Road: Dan's F550-Filter 0223		230120 02/01/2023	100.00	02/15/2023	02/07/2023		100.00		N
Name: TRISTANI BROTHERS, INC.				1138.06				1138.06		
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: Retainer 0123		646569 01/31/2023	500.00	02/15/2023	02/06/2023		500.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal: Appeal-Dionysus well Pad0123		646570 01/31/2023	693.00	02/15/2023	02/06/2023		693.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: General 0123		646571 01/31/2023	4140.04	02/15/2023	02/06/2023		4140.04		N
Name: TUCKER/ARENSBERG ATTORNEYS				5333.04				5333.04		

FINAL TOTALS:

50112.33

50112.33

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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: Robert J. Loper, Chief of Police
From: Jennifer Borczyk, Administrative Assistant
Subject: Officer's Monthly Report
Date: February 3, 2023, 2023

Attached is the Officer's Monthly Report for January 2023.

JB

CC: D. Mator, Manager
B. Jordan, Chairwoman
S. Hollibaugh, Vice Chairwoman
J. Smullin
V. Frey
D. Harrison

OFFICER'S MONTHLY REPORT

January 2023

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	63	0	63
CALLS FOR SERVICE/FIELD CONTACTS	431	0	431
ALL OTHER CALLS	555	0	555
TOTALS CALLS FOR SERVICE	1049	0	1049
<u>ARRESTS</u>			
ADULT	5	0	5
JUVENILE	0	0	0
TRAFFIC CITATIONS	12	0	12
NON TRAFFIC CITATIONS	9	0	9
PARKING CITATIONS	0	0	0
WARNINGS	81	0	81
<u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	1	0	1
<u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	11,794	0	11,794
GALLONS OF GASOLINE USED	973	0.00	973
REPAIRS/MAINTENANCE	4,045.65	0.00	4,045.65
<u>OVERTIME PAID</u>			
COURT (OFF DUTY)	5	0.00	5
PRELIMINARY HEARINGS	2	0.00	2
PRETRIAL	0	0.00	0
INVESTIGATIONS	0	0.00	0
ARRESTS	1	0.00	1
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	8	0.00	8
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	9	0.00	9
TOTAL HOURS	25	0.00	25

Points of Interest

January 2023

Budget Figure YTD –8.31%

Chief Robert Loper

- January- Worked on the creating the testing questions and essay question for the part-time to full-time officer test.
- January 6- Attended meeting with Deer Lakes Superintendent. (Sgt. Shurina attended)
- January 11- Attended meeting with architect of new municipal building regarding security. (Sgt. Shurina attended)
- January 11- Attended meeting with West Deer Township Solicitor. (Sgt. Shurina attended)
- January 26- Attended Planning Commission Meeting.

K9 Officer Trevor Elza

- January 9- In conjunction with Administrative Assistant Borczyk and Chief Loper, the planning for the annual golf outing has begun. It will be held on May 19 at Pheasant Ridge Golf Club.
- January 27- Officer Elza and K9 Midas completed a 6 week training course and was certified at Shallow Creek Kennels. K9 Midas is certified in Narcotics and Patrol.
- January 28- Midas was put into service for his first shift.
- January 30- Callout to Sharpsburg to locate a shooting suspect.
- January 31- Training held with group at Ross Twp. Annex. The group worked on narcotics and apprehension.
- January 31- General Security at the boys' basketball game.

Sergeant Petosky & Officer Fedunok

- January 2- Callout to Brackenridge for a man who shot several officers. Operators followed sightings until the actor was found.
- January 13- Training was held at the Ross Township Annex. Operators reviewed a program used by the FBI in order to create a timeline of facts regarding an incident. Operators also inspected and performed routine maintenance on all equipment.
- January 26- Training held at the Allegheny County Police Range. Operators worked on primary and secondary drills during the day. Operators also trained in the night, working on both drills utilizing night vision.

EMA- Sergeant Shurina

- See attached report.

Deer Lakes School District

- See attached report.
- January 5- Officer Trocki provided general security for the girls' basketball game.
- January 16- Officer Vulakovich provided general security for the girls' basketball game.
- January 17- Sergeant Mikus and Officer Dobransky provided general security for the boys' basketball game.
- January 20- Officers Evan and Lindner provided general security for the boys' basketball game.
- January 31- Officers Elza, Rigous, Dobransky, and Kadlick provided general security for the boys' basketball game.

Misc. Details

- January 8- Officer Brand provided an overnight detail at the Ross Walker Funeral home for Chief McIntire.
- January 11- Sergeant Mikus, Officer Fedunok, Officer Dobransky, and Officer Kadlick attended the funeral for Brackenridge Chief Justin McIntire who was killed in the line of duty.
- January 11- Officer Trocki and Evan provided road closure and security services at Loughlin's Pub for the filming of the show American Rust.
- January 24- Administrative Assistant Borczyk scheduled a Hard to Recycle event for the community to be held on May 24, 2023.

Communications

- January 27- Received thank you card from resident thanking Sergeant Mikus for his professionalism and actions on a call for service. (see attached)

Monthly Report
Deer Lakes School District
SRO / Security Detail & Logs

JANUARY 2023

WDPD INCIDENT REPORTS

TOTAL: 3

- 1 Drug Laws – General
- 1 Disorderly Conduct – General
- 1 Child – Child Line Report

1 TOTAL ARRESTS / CITATIONS FROM ABOVE INCIDENTS
(Arrests include Summary, Misdemeanor, and Felony)

SRO / SECURITY DETAILS & LOGS

TOTAL: 69

- 45 Security General
- Security Cafeteria
- Security Parking Lot
- Instruct SRO Student Program
- 2 Instruct SRO Faculty Program
- 9 Instruct DARE Program
- Attend Court
- 2 Attend Meeting
- Attend Training
- 2 Assist Student
- Assist Teacher
- 2 Assist Administrator
- Assist Juv. Prob. Officer
- 1 Assist Nurse / EMS
- Assist Other
- Student Transport
- Student Missing / Search
- Student Monitoring
- 1 Suspicious Incident / person
- K-9 Drug Search
- 5 School Safety Drill
- Other / Miscellaneous

TOTAL ACTIVITY

TOTAL: 72

TOTAL ACTIVITY BY SCHOOL

HIGH SCHOOL	20	ADMIN. BUILDING	1
MIDDLE SCHOOL	12	BUS GARAGE	0
E.U. INTERMEDIATE	18	OTHER	2
CURT. PRIMARY	19		

BUS PATROL VIOLATION

Violations Reported:	18	Violations Approved:	4
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DARE / SRO CLASSES AND PROGRAMS

DARE

CLASSES INSTRUCTED DURING THIS PERIOD

<u>Number of Classes</u>	<u>Grade Level</u>
6 Classes	K Grade Charlie Check First
6 Classes	1 st Grade Charlie Check First
6 Classes	3 rd Grade Charlie Check First
8 Classes	8 th Grade DARE

SRO Programs / Miscellaneous

INSTRUCTED DURING THIS PERIOD

<u>Program</u>	<u>School</u>	<u>Date</u>
Safety and Security Training for Staff (In-Service Training)	All Schools	January 16, 2023
Safety "Swatting" Table top Exercise	School Administration	January 24, 2023

Submitted by:



Sgt. Michael J. Shurina
West Deer Township Police Department
Deer Lakes School District SRO

EMA Coordinator: Michael Shurina
109 East Union Road - Cheswick, PA 15024
westdeertownship.com
Office: 724-265-1100
Email: mshurina@westdeertownship.com



EMA Team
Robert Loper
Joshua Wiegand
Mark Lovey
Aaron Skrbn

John Krauland
Donald Gerlach
Gary Borsuk

EMERGENCY MANAGEMENT

Monthly Report **JANUARY 2023**

Listed below are the activities which the West Deer Township Emergency Management Coordinator and/or Deputy Coordinators (EMA Team) participated in and/or responded to.

Nothing to report for the month of JANUARY 2023.

Submitted by:

A handwritten signature in black ink, appearing to read "Sgt. Michael J. Shurina".

Sgt. Michael J. Shurina
West Deer Township Police Department
West Deer Township EMA Coordinator

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: 1/1/2023

Report End Date: 1/31/2023

Calls For Service:

ALARM ACTIVATION - BUSSINESS/FALSE	1
ALARM ACTIVATION - C02	2
ALARM ACTIVATION - FIRE / FALSE	3
ALARM ACTIVATION - MEDICAL	1
ALARM ACTIVATION - RESIDENTL/FALSE	3
ANIMAL - COMPLAINT	15
ASSAULT - STRONG ARM	1
ASSIST - EMS	20
ASSIST - EMS (DOA)	2
ASSIST - OTHER	1
ASSIST - POLICE	16
ASSIST - RESIDENT	2
ASSIST - WELFARE CHECK	7
ASSIST- EMS (OVERDOSE)	2
CHILD - CHILD LINE REPORTS	2
CIVIL - CHILD CUSTODY	2
CIVIL - COMPLAINT	1
CIVIL - NEIGHBOR DISPUTE	1
COURT - MAGISTRATE	4
CRIMINAL MISCHIEF - RESIDENTIAL	1
DISABLED VEHICLE - GENERAL	1
DISORDERLY CONDUCT - GENERAL	2
DOMESTIC - PHYSICAL	4
DOMESTIC - VERBAL	14
DRUG LAWS - GENERAL	5
DUI - OVER LEGAL AGE	2
FRAUD - GENERAL	4
HARASSMENT - COMMUNICATIONS	3
HARASSMENT - GENERAL	1
HAZARDOUS CONDITION - ROAD HAZARD	15
HAZARDOUS CONDITION - TREE DOWN	1
HAZARDOUS CONDITION - WIRE DOWN	2
LOCAL ORDINANCE - DUMPING	1
MENTAL COMMITMENT - VOLUNTARY	2
MISSING PERSON - ADULT FEMALE	1
MISSING PERSON - JUVENILE MALE	1
MVA - DUI	1
MVA - NON REPORTABLE	8
MVA - REPORTABLE	5
NOISE COMPLAINT - RESIDENTIAL	1
NOT ASSIGNED	2
PARKING COMPLAINT - RESIDENTIAL	2
PATROL - GENERAL	95
PFA - SERVICE	2

Calls For Service:

PHONE CALLS - GENERAL	4
POLICE INFORMATION - FOLLOW UP INVEST	4
POLICE INFORMATION - GENERAL	18
PROPERTY - FOUND	3
SEX CRIMES - RAPE	1
SPECIAL DETAIL - ADMINISTRATIVE	19
SPECIAL DETAIL - CHILD SEAT INSTALLATIO	1
SPECIAL DETAIL - FINGERPRINT RESIDENT	1
SPECIAL DETAIL - OTHER / MISC.	2
SRO DETAIL - ASSIST ADMINISTRATOR	2
SRO DETAIL - ASSIST NURSE / EMS	1
SRO DETAIL - ASSIST STUDENT	2
SRO DETAIL - ATTEND MEETING	2
SRO DETAIL - INSTRUCT DARE PROGRAM	9
SRO DETAIL - INSTRUCT SRO PROGRAM (FA	2
SRO DETAIL - SCHOOL SAFETY DRILL	5
SRO DETAIL - SECURITY (GENERAL)	45
SRO DETAIL - SUSPICIOUS INCIDENT / PERS	1
SUSPICIOUS - NOISE	1
SUSPICIOUS - PERSON	5
SUSPICIOUS - VEHICLE	5
THEFT - RESIDENTIAL	1
TRAFFIC - COMPLAINT	1
TRAFFIC - DETAIL	37
TRAFFIC - SCHOOL ZONE	2
TRAFFIC - STOP	58

TOTAL CALLS FOR SERVICE: 494

Subtract Reportable DI# : 63

TOTAL N.R. CALLS FOR SERVICE:

Date Printed:
2/1/2023

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: 1/1/2023

Report End Date: 1/31/2023

ARREST DATE	D I #	SIGNAL CODE	JUVENILE ARREST
1/1/2023	20230101000	DUI - OVER LEGAL AGE	
1/16/2023	20230128001	DOMESTIC - PHYSICAL	
1/21/2023	20230121000	MVA - DUI	
1/23/2023	20221119000	DUI - OVER LEGAL AGE	
1/28/2023	20230128000	ASSAULT - STRONG ARM	

TOTAL ARRESTS: 5

TOTAL ADULT ARRESTS:

TOTAL JUV. ARRESTS:

RECEIVED

JAN 27 2023

WEST DEER
TOWNSHIP POLICE

Chief Lopez,

We wanted to send a note
recognizing Sergeant Mike's
for his extraordinary
service. On Wed. Jan 25th
we had dropped our dogs Fina
off at Doggy Day Hair Salon.

An hour later we received a
call that the salon had lost
power & the road was closed due
to an accident. Sgt Mike kindly
transported our 13yr. old Spaniel (Fina)
& 2 other dogs to Wagner's Market so
they could be picked up by their owners.
He said he was "just doing his job."
All too often people find it so
easy to complain & yet recog-
nize the good that is done
quietly, kindly & with a
smile. by Town police.
Gabe & Fina

Stay safe!! Thank you for
your service!! Sincerely, Michele, Gabe & Fina

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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?

2023
MONTHLY REPORT FOR JANUARY
PUBLIC WORKS DEPARTMENT

ROADS

- Berm Hemphill Road.
- Berm Blanchard Road.
- Install street signs on Trump Road, McClure Road, Logan Road & Eisenhower Drive.
- Install R-5's for erosion control on Burger Road.
- Cut trees on McKrell Road, Benjamin Street & Rickenbaugh Road.
- Remove tree from Russellton-Dorseyville Road.
- Patch cross cut on East Union Road.
- Patch various roads.
- Raise catch basin on Trump Road.
- Snow removal.

TRUCKS & EQUIPMENT

- Change bristles on Sweepster.
- Take Truck #3 to Shultz Ford – inner oil pan leak.
- Adjust brakes on Ford Tractor.
- Replace broken plow lights on Truck #5.
- Replace windshield wiper motor and transmission on Truck #6.
- Fix backup lights on Truck #3.
- Change oil, fuel & air filter on Truck #9.
- Grease and wash trucks.

MISCELLANEOUS

- Fix ice rink kick plates and noodles.
- Empty books from Library @ Nike Site.
- Met with rep from Fire Dex at Nike Site.
- Start to install Welcome to West Deer Signs.
- Meet with Amy @ Nike Site.
- Push up salt.
- Empty trash cans @ Nike Site and Parks.
- Meet with Frank Shipeck at Nike Site.
- Pick up steel for rings.
- Weld and paint rings.
- Fix School Zone signs for Police.
- Fix toilet at Municipal Building.
- Clean garage.
- Re-hang Banners.
- Install pad-lock on house to be demolished.

PA1 Calls
60

OT
121.5hrs


Kevin Olar

2-8-23
Date

10

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

JANUARY 2023 ENGINEER'S REPORT

WEST DEER TOWNSHIP

Prepared February 8, 2023

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – January 18, 2023

Planning Commission Meeting – January 26, 2023

2. PROJECTS/DEVELOPMENTS

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

Projects:

- Municipal Building Project – Based on initial concept planning by HHSDR architects, preparation of a site plan, grading plan, utility plan and storm sewer plan have been prepared. Work on the stormwater management plan, and erosion and sedimentation control plan has also been completed. An application for an NPDES Permit to the Allegheny County Conservation District has been filed.
- Bairdford Park – Plans, specifications and bid documents have been prepared for an improved parking lot, new sports courts and other features at Bairdford Park. Following review by the Pennsylvania DCNR bids will be let for the project.
- Crest Street Bridge – Design of a replacement bridge for Crest Street is ongoing. Core borings to determine bearing capacity for bridge foundations have been drilled.

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

- Ridgewood Heights Plan - Reviews of this 18-lot preliminary and final subdivision plan located on Cedar Ridge Road were performed and review letters dated December 15, 2022 and January 16, 2023 were issued to the Township.
- DCDBA/COPAM Plan – A review of this lot line revision plan located off of Bakerstown-Culmverville Road was performed and a review letter dated January 25, 2023 was sent to the Township.

Respectfully Submitted,
SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer

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PLANNING, ZONING, & CODE ENFORCEMENT REPORT

ATTACHED IS THE PLANNING, ZONING & CODE ENFORCEMENT REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?



Zoning and Planning Report
February 15, 2023

1. Issued 18 Occupancy Permits.
2. Issued 7 Building Permits.
3. Code Enforcement issued 26 Violations.
4. PCS performed 15 Building Inspections.
5. See February Project Status Report.
6. Planning Commission Meeting was held in January 2023.
7. Zoning Hearing Board was held in January 2023.

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PARKS & RECREATION BOARD REPORT

ATTACHED IS THE PARKS & RECREATION BOARD REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

Parks & Recreation Report

February 15th, 2023

Proposed 2023 Events (these are subject to change)

- April 2nd – Easter Egg Hunt at Bairdford Park
- April 29th - Family Fishing at Deer Lakes Park
- June 2nd – Movie in the Park at Bairdford Park
- June 20th - Food Truck Event at Nike Site
- July 14th - Movie in the Park at Bairdford Park
- July 18th - Food Truck Event at Nike Site
- August 4th - Movie in the Park at Bairdford
- August 15th - Food Truck Event at Nike Site
- September 23-24th - West Deer Festival at Bairdford Park
- December 10th - Breakfast with Santa at #1 VFD
- TBD - Senior Picnic, Hunter/Trapper Safety Course, Birdhouse Building

2023 Appointments

Chairperson - Amy Stark

Vice Chairperson - Jennifer Morrow

Secretary - Carol McCaskey

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WEST DEER #1 VFC REPORT

ATTACHED IS THE WEST DEER #1 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

WEST DEER VFD #1

1520 Saxonburg Blvd Tarentum PA 15084

January 2023

- 1. 14 calls**
- 2. Training on the rescue tools**
- 3. Painted back garage**
- 4. New light fixtures in the truck room & kitchen**
- 5. Engine 2 went to 4 Guys Fire Trucks for some much needed upgrade**
- 6. SCBA's flow tested**
- 7. Yearly fire extinguisher inspection**
- 8. Haven't heard the requirements we need to meet to get our 9k**
- 9. Met with Oakmont Water to finalize the 12 hydrants. Had 4 hydrants in stock. Within a week they had the other 8. As of 02/08 they started to install them throughout the township.**
- 10. Preparing for upcoming gun bash in a few weeks**

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WEST DEER #2 VFC REPORT

ATTACHED IS THE WEST DEER #2 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West deer #2 monthly Chiefs report for January 10th 2023 to February 8th 2023

For the month of Jan/ feb we responded to 12 calls total

1 possible residential house fire

1 residential fire alarm

7 motor vehicle crashes

1 assist a resident

1 utv request for patient removal from woods

1 utv assistance for mass casualty incident

Members trained on ladders and victim rescue

Members trained on vehicle stabilization and vehicle extrication

members did monthly truck checks

We were awarded \$14 375.55 from the state to assist with truck payments

We applied for a Femma grant for \$67,000 to replace damage and outdated turnout gear

We were denied another turnout gear grant

We meet with Mike from Oakmont water on Jan 31st to go over 12 hydrant location and relocation of 1 hydrant. As of Feb 8th two have been installed and 4 hydrants marked for installation

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WEST DEER #3 VFC REPORT

BOARD DID NOT RECEIVE A REPORT FROM VFC #3.

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WEST DEER EMS REPORT

ATTACHED IS THE WEST DEER EMS REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer EMS

January 2022

- 199 Totals requests for service.
- We are still being told the first ambulance that we've been waiting over a year for should be delivered in the 1st quarter of 2023.
- We are attempting to change the delivery of the second ambulance to early 2024. Due to manufacturing delays, we would have received both ambulances in 2023. We didn't want two large loans in the same year.
- Income for November income was \$48,046 with expenses totaling \$56,417.
- The AC Unit was installed and tested. Invoice was forwarded to West Deer Township.
- Just a reminder that if a West Deer Township Supervisor would like to attend an ambulance service board meeting, they are held on the second Monday of every month at 6:30 pm.
- Mr. Mator and I have continued talks which I think all in all have been very productive.
- We have been working with our billing company to generate reports from 2022. It would appear our gross collection rate was 39%. This is consistent with the last several years. Most of this is due to insurance reimbursement.

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ADOPTION: ORDINANCE NO. 451 (MUNICIPAL BUILDING FINANCING)

ORDINANCE NO. 451

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES (THE "OBLIGATIONS") IN AN AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED EIGHT MILLION DOLLARS (\$8,000,000); COVENANTING TO PAY – AND PLEDGING ALL AVAILABLE TAXING POWER OF THE LOCAL GOVERNMENT UNIT FOR THE PAYMENT OF – THE OBLIGATIONS; PROVIDING FOR THE ESTABLISHMENT OF A SINKING FUND AND THE APPOINTMENT OF A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY, REDEMPTION, AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE OBLIGATIONS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE OBLIGATIONS.

(ORDINANCE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 451 AS PRESENTED.

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

**WEST DEER TOWNSHIP
ALLEGHENY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 451

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES (THE "OBLIGATIONS") IN AN AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED EIGHT MILLION DOLLARS (\$8,000,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE TAXING POWER OF THE LOCAL GOVERNMENT UNIT FOR THE PAYMENT OF, THE OBLIGATIONS; PROVIDING FOR THE ESTABLISHMENT OF A SINKING FUND AND THE APPOINTMENT OF A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE OBLIGATIONS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE OBLIGATIONS.

FORMAL ACTION CONSTITUTING A DEBT ORDINANCE UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT

Bond Counsel:

**Dinsmore & Shohl LLP
1300 Six PPG Place
Pittsburgh, PA 15222**

Solicitor:

**Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222**

WHEREAS, the Governing Body (hereinafter defined) of the Local Government Unit (hereinafter defined), after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project (hereinafter defined); and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, in the form of either (i) publicly traded municipal bonds or notes or (ii) notes privately placed with a bank or similar financial institution, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et seq., as amended (the "Debt Act"), with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms, for all purposes of this Debt Ordinance, shall have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender should be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Authentication Date" means, in the event publicly traded municipal bonds or notes are issued, that date or those dates, individual to respective Obligations, upon which the Sinking Fund Depository shall execute and deliver a new and original instrument upon the transfer, exchange or other processing for registration of an Obligation, thereby authenticating it as a valid and outstanding obligation of the Local Government Unit.

"Authorized Investments" means: (1) **as to the proceeds of the Obligations:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository (including collateral pooled in accordance with the Act of 6 August 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and (v) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933 provided, that the following are met: (a) the only investments of the company are in the authorized investments for Township funds listed in clauses (i) through (iv), and repurchase agreements fully collateralized by such investments; (b) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270 2a-7 (relating to money market funds); and (c) the investment company is rated in the highest category by a nationally recognized rating agency; and (vi) (t) obligations, participations or other instruments of any Federal agency, instrumentality or United States government-sponsored enterprise, rated at least "A" or its equivalent by at least two nationally recognized statistical ratings organizations, (u) repurchase agreements with respect to obligations described in (i), (ii) and (iv) above, (v) negotiable certificates of deposit, (w) bankers' acceptances, (x) commercial paper, (y) shares of an investment company and (z) savings or demand deposits, as all of the seven foregoing subcategories of this category (vi) are further defined within, and satisfy the terms and conditions of, Act 10 of 2016 of the General Assembly of the Commonwealth of Pennsylvania (adopted 25 March 2016 and effective 24 May 2016); and (2) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America, (ii) direct general obligations of the Commonwealth of Pennsylvania, or any securities in which the Commonwealth may, at such time, invest its moneys, or (iii) deposits at interest in time accounts, certificates of deposit or other interest

bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America shall include money market funds invested solely in such obligations, including any such funds maintained by the Sinking Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds; provided in all events that such investments shall be made in a manner consistent with sound business practice and, if required for prompt expenditure, shall be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value shall be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* - the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* - the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances — the face amount thereof, plus accrued interest.

"Bond Counsel" means Dinsmore & Shohl LLP, 1300 Six PPG Place, Suite 1300, Pittsburgh, Pennsylvania 15222.

"Bond Insurance Policy" means, in the event publicly traded municipal bonds or notes are issued, that standard policy of the Insurer, if acquired, to ensure timely payment of the scheduled principal of and interest on the Obligations to the owners thereof, upon satisfaction of all preconditions set forth in said Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Obligations themselves. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Obligations are issued, then the term "Bond Insurance Policy" shall not be relevant to the Obligations.

"Dated Date" means that date or those dates, as the same may vary by series, upon which interest will begin to accrue on the Obligations, as determined and fixed by the Purchaser and the Local Government Unit in the applicable Purchase Proposal.

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Obligations. Such term shall apply whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the Chairperson, the Vice Chairperson, the Treasurer, and the Secretary of the Board of Supervisors (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Obligations and compliance with the Debt Act.

"Financial Advisor" means PFM Financial Advisors LLC, 213 Market Street, Harrisburg, PA 17101.

"First Interest Payment Date" means that date upon which interest on the Obligations is first payable, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal.

"Governing Body" means the Board of Supervisors of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy, taxes within the Local Government Unit.

"Insurer" means the issuer of the Bond Insurance Policy, if any such policy is acquired, as identified in the Purchase Proposal. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Obligations are issued, then the term "Insurer" will not be relevant to the Obligations.

"Interest Payment Date(s)" means, singularly or jointly, that date, or those dates, of each year during the term of the Obligations, upon which interest on the Obligations is payable, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal, commencing with the First Interest Payment Date.

"Local Government Unit" means Township of West Deer, situated in the County of Allegheny, a Home Rule Community of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Home Rule Charter and Optional Plans Law, as amended.

"Mandatory Redemption Date(s)" means that date, or those dates, of each year during the term of the Obligations, if any, on which outstanding Obligations will be mandatorily redeemed by the Local Government Unit in accordance with the terms of the Obligation, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal.

"Maturity Date(s)" means that date, or those dates, of each year during the term of the Obligations on which the Obligations mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal.

"Obligations" means (i) the publicly traded General Obligation Bonds or Notes, Series of 2023 or (ii) the notes privately placed with a bank or similar financial institution selected through a bid process conducted by the Financial Advisor (unless the Purchaser specifies one or more different series designations, including alpha or numeric designations of sub-series, in the applicable Purchase Proposal in an aggregate principal amount not to exceed \$8,000,000.00, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Obligations shall be printed substantially in one of the forms provided in Section 4.13, as appropriate, and shall fall within the definition of "Security" set forth in, and otherwise shall be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Obligation or several Obligations.

"Optional Redemption Date" means that date, if any, on which the outstanding Obligations may be redeemed, in whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal.

"Project" means all or portions of (a) the design, acquisition, equipping and construction of a new municipal building; and (b) payment of the costs of issuance of the Obligations. Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby, together with the useful life of the assets to be financed by the Obligations (being in excess of twenty (20) years have been obtained with the assistance of engineers, architects and persons qualified by experience.

Nothing contained herein prohibits the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project.

"Purchase Price" means mean not less than 95% of the par amount of the Obligations, including net original issue discount/plus net original issue premium, together with accrued interest to the date of delivery of the Obligations, if any such discount, premium or interest shall be specified in the applicable Purchase Proposal.

"Purchase Proposal(s)" means (i) the Invitation to Bid and accepted Bid Form, which, considered as a whole, constitute a written agreement for the purchase and sale of the Obligations or (ii) the written agreement (or agreements), including formal addenda thereto, for the purchase and sale of the Obligations, to be presented by the Purchaser, and accepted by the Local Government Unit, by execution and delivery of the same by the Designated Officers, pursuant to the authority granted in Section 11.01 hereof. Such term may also mean the written agreement (or agreements) presented by a qualified investor, either directly to the Local Government Unit, or indirectly, as an assignee of the rights of the Purchaser under an original Purchase Proposal, but in all events consistent with a private placement of note(s) arranged by the Financial Advisor.

"Purchaser(s)" means that person or persons so identified and proposed by the Financial Advisor, according to the procedures and requirements set forth in the applicable Purchase Proposal.

"Rating Agency" means Standard & Poor's Rating Services or Moody's Investors Service, as specified by the Purchaser in the applicable Purchase Proposal.

"Record Date(s)" means, in the case of publicly traded municipal bonds or notes, singularly or jointly, the 15th day of the calendar month next preceding a respective Interest Payment Date if the Interest Payment Date is on the 1st day of the month, or the last day of the calendar month next preceding a respective Interest Payment Date if the Interest Payment Date is on the 15th day of the month.

"Redemption Price" means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, plus any premium described in the applicable Purchase Proposal.

"Registered Owner" or "Owner" or any similar term means, when used with respect to an Obligation or any Obligations, the person whose name appears in the records of the Paying Agent as such owner.

"Sinking Fund Depository" means, (i) in the event publicly traded municipal bonds or notes are issued, or the purchaser of a privately placed note does not serve as sinking fund depository, Zions Bancorporation National Association, a bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania and having its designated corporate trust offices in Pittsburgh, Pennsylvania or its duly appointed successors or assigns, or, (ii) if able and willing to serve as Sinking Fund Depository, the purchaser of the privately placed note. Said entity will assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and shall further act as Paying Agent and Registrar in respect of the Obligations (except the Local Government Unit shall serve as Registrar in the case of a privately placed note), according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing if, in the event the payment of the Obligations has been insured to the owners thereof by a duly issued and outstanding Bond Insurance Policy, the Sinking Fund Depository shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request of the Local Government Unit the appointment of a successor for cause shown.

"Solicitor" means Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222.

"Term Obligations" means that one or those several sets of Obligations, if any, stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in certain years preceding the date of maturity, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal. Such term may also refer to installments of principal of Note(s) scheduled to be paid and amortized on one or more such anniversary dates in similar fashion.

- END OF ARTICLE 1 -

ARTICLE 2 - AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$8,000,000.00 for the purposes of the Project; such debt shall be evidenced by the Obligations, to be issued, sold and delivered according to the provisions of the applicable Purchase Proposal, when executed, this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

Section 2.02. Preparation of Debt Statement Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Obligations.

Section 2.04. Stated Maturity Dates; Yield. The Local Government Unit hereby finds and determines that: (1) the Obligations are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the capital projects being financed or refinanced; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years from the date of issuance of the Obligations; (2) the stated maturities, or principal installments subject to mandatory redemption, of the Obligations have been fixed either: (a) so as to amortize the Obligations on at least an approximately level debt service plan during the period specified for payment of principal under Section 8142(b)(1) of the Debt Act; or (b) in the alternative, so that the debt service on outstanding debt of the Local Government Unit will be brought more nearly into an over-all level annual debt service plan under Section 8142(b)(2) of the Debt Act; or (c) in the alternative, so that a greater percentage of the series will mature on earlier dates than described in (2)(a) or (b) above, under Section 8142(d) of the Debt Act; and (3) the yields on the Obligations have been fixed so that no yield on any single maturity during the last two-thirds of the term of the Obligations is less than the yield of the maturity preceding it.

Section 2.05. Cost Estimates. The Local Government Unit has obtained, from architects, engineers and others qualified by experience, reasonable cost estimates for the completion of capital improvements component of the Project in accordance with Section 8006 of the Debt Act.

- END OF ARTICLE 2 -

ARTICLE 3 - SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Obligations shall be general obligations of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Obligations to: (a) include the amount necessary to service the debt on the Obligations, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of such debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Obligations at the dates and place and in the manner stated in the Obligations, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Obligations, the Local Government Unit hereby irrevocably pledges its full faith, credit and all available taxing power. The maximum amounts of debt service hereby covenanted to be paid are set forth in **Exhibit A**, attached to this Debt Ordinance and incorporated by reference herein.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional general obligation bonds or notes of the Local Government Unit on a parity with these Series of Obligations, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Local Government Unit hereby orders to be created and established (in its name and identified by reference to the Obligations), following the execution of a Purchase Proposal, a Sinking Fund for the payment of the Obligations with the Sinking Fund Depository, and does further covenant to maintain such Sinking Fund until the Obligations are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, when appropriate, together with its services as Paying Agent and Registrar for the Obligations.

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Obligations, and a Designated Officer (according to the duties specified in Section 8223 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project Fund hereafter established with the proceeds of the Obligations, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by the terms of the Bond Insurance Policy, if any, and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Obligations then outstanding; and (b) the principal of the Obligations then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized investments must mature or must be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Obligations. All moneys in the Sinking Fund shall be

applied exclusively to the payment of the Obligations as they become due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Obligations. Income received from any deposit or investment within the Sinking Fund shall remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted under Section 3.01 hereof to be deposited therein; provided, however, that the obligation of the Local Government Unit to pay the Obligations is, and shall remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

- END OF ARTICLE 3 -

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ARTICLE 4 - TERMS AND PROVISIONS OF THE OBLIGATIONS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Obligations shall be identified by the Dated Date, shall be dated as of the Authentication Dates, shall bear (or accrue) interest not to exceed the rate(s) (or yield(s)), payable or compounded on the appropriate Interest Payment Dates, and shall mature on the Maturity Dates (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided in Section 4.03) and in the maximum principal amounts (or maturity amounts) set forth in Section 3.01.

Section 4.02. Optional Redemption. The Obligations scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit (a) in whole, on the Optional Redemption Date, if any, or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price. As provided in Section 4.10 hereof, notice of optional redemption of bonds or notes, which may be conditional, shall be given by first class mail.

Section 4.03. Mandatory Redemption. Term Obligations (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts set forth in Article 1 and in Section 3.01 hereof upon payment of the applicable Redemption Price.

Section 4.04. Book Entry System. (The following Section shall not apply in the case of Note(s) placed with a qualified investor, unless the Purchaser shall otherwise require in the applicable Purchase Proposal.) The Obligations shall be issued in denominations of \$5,000, or any integral multiple thereof, initially in the form of one fully registered Obligation for the aggregate principal amount of the Obligations of each maturity, which Obligations will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Obligations will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Obligations be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Obligations for an equal aggregate principal amount of Obligations registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Local Government Unit or the Sinking Fund Depository either an Obligation or any other evidence of ownership of the Obligations, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Obligations on the Register (as such term is defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Obligations or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Obligations will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Obligations to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Obligations outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Obligations so redeemed, but DTC (or its nominee) may retain such Obligations and make an appropriate notation on the bond or note certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records

maintained by the Sinking Fund Depository will be conclusive as to the amount of the Obligations of such maturity which have been redeemed.

The Local Government Unit and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Obligations registered in its name for the purposes of payment of the principal or redemption price of or interest on the Obligations, selecting the Obligations or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Obligations, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Local Government Unit nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Obligations under or through DTC or any such participant; or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Obligations; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Obligations; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Obligations; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Obligations or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter previously delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Local Government Unit or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Local Government Unit or the Sinking Fund Depository may establish a special record date for such consent or other action. The Local Government Unit or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Obligations may be discontinued at any time if either: (1) after notice to the Local Government Unit and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Obligations; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Obligations will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must

cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Obligations. The Obligations will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments: Accrual. The Obligations will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, further, that interest may be paid from an Interest Payment Date next preceding the date of an Obligation except when the date of such Obligation is a date to which interest has been so paid, then from the date of such Obligation, or when either (1) the date of such Obligations is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date Payments on Default. The person in whose name any Obligation is registered at the close of business on any Record Date with respect to any Interest Payment Date, Redemption Date or Maturity Date will be entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Obligation upon any transfer or exchange thereof subsequent to such Record Date and prior to such payment date.

When, if, and to the extent, the Local Government Unit defaults in the payment of any amount due on any such dates, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Obligations are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which shall have been mailed to all Registered Owners of Obligations not less than ten days prior to such date.

Section 4.07. Funds for Payment. The Obligations will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of interest on the Obligations shall be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at the address that appears in the Register, and all payment of principal shall be made in like manner, following presentation at the offices of the Sinking Fund Depository.

If the date for payment of principal of, premium, if any, or interest on any Obligations shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to be closed, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Section 4.08. Registration and Transfer. The Local Government Unit shall cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Local Government Unit will provide for the registration of Obligations and the registration of transfers and exchanges of Obligations. No transfer or exchange of any Obligation will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register, subject, in all events, to the provisions of Section 4.04 hereof. (In the case of a Note privately placed a bank or similar financial institution, the Local Government Unit shall act as Registrar, unless the Purchaser shall otherwise require in the applicable Purchase Proposal.)

Upon surrender for registration of transfer of any Obligation, the Local Government Unit must execute, and the Sinking Fund Depository shall authenticate and deliver in the name of the transferee or transferees, a new Obligation or Obligations of any authorized denomination, of the same yield and maturity, and in the same principal amount, as the Obligation so surrendered.

Any Obligation is be exchangeable for other Obligations of the same yield and maturity, in any authorized denomination, in the same principal amount as the Obligation or Obligations presented for exchange. Upon surrender for exchange of any Obligation, the Local Government Unit shall execute, and the Sinking Fund Depository shall authenticate and deliver in exchange therefor, the new Obligation or Obligations which the Registered Owner making the exchange shall be entitled to receive.

All Obligations issued upon any registration of transfer or exchange shall be valid obligations of the Local Government Unit, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Obligations surrendered for such registration of transfer or exchange. All Obligations so surrendered shall be cancelled and may be destroyed by the Sinking Fund Depository.

Every Obligation presented or surrendered for registration of transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository, duly executed by the owner thereof or the duly authorized agent or legal representative of the owner.

No service charge shall be imposed on any Registered Owner for any transfer or exchange of any Obligation, but the Local Government Unit may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Obligations.

Neither the Local Government Unit, nor the Sinking Fund Depository, shall be required to issue, or register the transfer or exchange of, any Obligation: (a) in the case of Obligations then considered for redemption, during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Obligations to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed; (b) once selected for redemption in whole or part until after the redemption date; or (c) during the period beginning at the opening of business on the fifteenth (15th) day preceding the date of maturity on the Obligation and ending at the close of business on the date of maturity.

The Obligations shall be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Obligations shall be executed on behalf of the Local Government Unit by the Designated Officers, and shall have a facsimile of the corporate seal of the Local Government Unit affixed thereto, duly attested. The Obligations shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository (except that no Certificate of Authentication shall be required in the case of a privately place note, unless the Purchaser shall otherwise require in the applicable Purchase Proposal.).

No Obligation shall be valid until the Certificate of Authentication has been duly executed and such authentication shall be the conclusive and only proof that any Obligation has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent

that any one signature on an Obligation (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Obligations for Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date (or such shorter period of time set forth in the applicable Purchase Proposal in the case of a privately place note), to the Registered Owners of Obligations to be redeemed at the addresses which appear in the Obligation Register on the fifth business day preceding the date selected for the mailing of such notice and to the Rating Agency, and the Insurer, if any. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Obligation shall affect the validity of the proceedings for the redemption of any other Obligation. If the Local Government Unit shall have duly given notice of redemption and shall have deposited funds for the payment of the Redemption Price of the Obligations with the Sinking Fund Depository, interest on such Obligations shall cease to accrue after such redemption date.

Notices of redemption shall be dated and shall state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Obligations of a series are to be redeemed, the identification numbers and the respective maturity amounts of the Obligations to be redeemed; (d) the applicable CUSIP numbers of the Obligations called for redemption (if then generally in use, but shall state that no representation is made as to the correctness of such numbers either as printed on the Obligations or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Obligations); (e) that on the redemption date the Redemption Price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (f) that such Obligations are to be surrendered for payment at the designated corporate trust office of the Sinking Fund Depository. Additionally, notices of optional redemption may state that the redemption is conditioned upon the deposit with the Sinking Fund Depository, by the Local Government Unit, of funds sufficient to pay the Redemption Price on the Redemption Date.

If less than all Obligations of a series maturing on any one date are to be redeemed at any time, the Sinking Fund Depository shall select by lot the Obligations to be redeemed at such time.

Any portion of any Obligation of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Obligations for redemption, the Sinking Fund Depository shall assign numbers to each \$5,000 portion of any Obligation of a denomination larger than \$5,000 and shall treat each portion as a separate Obligation in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Obligation for redemption of a portion thereof, the Sinking Fund Depository shall authenticate and deliver to the owner thereof a new Obligation or Obligations of the same series and maturity and in any authorized denominations requested by the owner in a principal amount equal to the unredeemed portion of the Obligation surrendered.

Section 4.11. Temporary Obligations. Obligations in definitive form shall be printed and provided to the Sinking Fund Depository. Until bonds or notes in definitive form are ready for delivery, the Local Government Unit may execute, and upon request the Sinking Fund Depository shall authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten Obligations in temporary form, substantially in the form described in Section 4.13, and with appropriate omissions, variations and insertions. Until exchanged for Obligations in definitive form, such Obligations in temporary form shall be valid obligations entitled to the benefit of this

Debt Ordinance. The Local Government Unit shall, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any Obligation or Obligations in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, an Obligation or Obligations in definitive form of the same series and maturity for the same aggregate maturity amount as the Obligation or Obligations in temporary form surrendered. Such exchange shall be made by the Local Government Unit at its own expense and without making any charge therefor.

Section 4.12. Obligations Lost or Destroyed. Upon receipt by the Local Government Unit and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Obligation has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the Local Government Unit may, in its discretion, execute and thereupon the Sinking Fund Depository shall authenticate and deliver a new Obligation of the same series and maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Obligation, or in lieu of and in substitution for the Obligation so destroyed, lost or stolen.

The Local Government Unit may, for each new Obligation authenticated and delivered under the provisions of this Section, require the payment of expenses, including counsel fees. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be destroyed, lost or stolen, shall constitute an original additional and independent contractual obligation on the part of the Local Government Unit whether or not the Obligation so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Debt Ordinance with all other Obligations issued hereunder and all limitations and debt limits imposed by the Debt Act shall be increased to the extent necessary to validate such new Obligations.

Section 4.13. Form of the Obligations. The Obligations shall be substantially in one of the following forms, as appropriate:

FORM OF PUBLICLY TRADED BONDS/NOTES

TOWNSHIP OF WEST DEER
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION [BONDS/NOTES], SERIES OF 2023

DATED DATE

_____, 2021

INTEREST RATE

%

MATURITY DATE

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

Township of West Deer (Allegheny County, Pennsylvania) (the "Local Government Unit"), a Home Rule Community of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay, as a general obligation of the Local Government Unit, to the Registered Owner hereof, on the Maturity Date stated above, upon presentation and surrender hereof, the Principal Amount stated above and to pay interest thereon at the Interest Rate per annum

stated above (calculated based on a 360-day year comprised of twelve 30-day months), semiannually on _____ and _____ in each year during the term of this [Bond/Note] (beginning _____) from the most recent _____ and _____, respectively, to which interest has been paid or provided for (or from the Dated Date if no interest has been paid) until full payment of said Principal Amount to the Registered Owner has been made or provided for.

The principal of, interest on, and premium, if any, on this [Bond/Note] are payable in the coin or currency of the United States of America that, at the time and place of payment, is legal tender for payment of public and private debts, at the designated corporate trust office of Zions Bancorporation National Association, Pittsburgh, Pennsylvania, in its capacity as Sinking Fund Depository, Paying Agent and Registrar (the "Sinking Fund Depository"); provided that, absent written demand by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, periodic payments of current interest will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the Registered Owner on the appropriate Record Date at the address that appears on the Register described below, and that payment of principal will be made in like manner following presentation at the offices of the Sinking Fund Depository.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE LOCAL GOVERNMENT UNIT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This [Bond/Note] is one of a duly authorized series of [Bond/Note]s, designated "General Obligation [Bond/Note]s, Series of 2023" of the Local Government Unit (the "[Bond/Note]s"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, 53 Pa.C.S.A. §8001 et seq., as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this [Bond/Note] is registered at the close of business on the fifteenth day of the calendar month (the "Record Date"), immediately preceding the applicable Interest Payment Date. Any interest which is not deposited with the Sinking Fund Depository on or before any Interest Payment Date for payment to the Registered Owner of record on the Record Date will forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this [Bond/Note] is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which shall be given to all Registered Owner not less than 10 days prior to the Special Record Date.

The [Bond/Note]s maturing after _____ are subject to redemption at the option of the Local Government Unit prior to their stated Maturity Dates, as a whole or in part, from time to time, and if in part in any order of maturity and in any authorized principal amount within a maturity, and by lot within a maturity, on _____ or any time thereafter, in both cases upon payment of the

Redemption Price of 100% of the principal amount thereof, plus interest accrued to the date fixed for redemption.

The [Bond/Note]s are subject to mandatory redemption prior to their stated maturity dates, on _____ of the years [_____] through [____], inclusive, as follows:

If less than all the [Bond/Note]s maturing on any one date are to be redeemed at any time, the [Bond/Note]s to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

Notice of redemption, which may be conditional for redemption at the option of the Local Government Unit, of any [Bond/Note] shall be given to the Registered Owner of such [Bond/Note] by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Debt Ordinance. A portion of a [Bond/Note] of a denomination larger than \$5,000 may be redeemed, and in such case, upon the surrender of such [Bond/Note], there will be issued to the Registered Owner thereof, without charge therefor, a registered [Bond/Note] or [Bond/Note]s for the unredeemed balance of the principal amount of such [Bond/Note], all as more fully set forth in the Debt Ordinance. If notice of redemption shall have been duly given, the [Bond/Note]s or portions thereof specified in that notice shall become due and payable at the applicable Redemption Price on the designated redemption date, and if, on such date, moneys are held by the Sinking Fund Depository for the payment of the Redemption Price of the [Bond/Note]s to be redeemed, together with interest to the date fixed for redemption, then from and after such date interest on such [Bond/Note]s shall cease to accrue.

The Local Government Unit, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the [Bond/Note]s, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the [Bond/Note]s. No representation is made as to the accuracy of such numbers either as printed on the [Bond/Note]s or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This [Bond/Note] may be transferred or exchanged only on the Register maintained by the Local Government Unit at the designated corporate trust office of the Sinking Fund Depository upon its surrender by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or a duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository. No service charge will be imposed on any Registered Owner of any [Bond/Note] for any transfer or exchange of any [Bond/Note], but the Local Government Unit may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of [Bond/Note]s.

The Local Government Unit is not required to register the transfer or exchange of any [Bond/Note]: (a) in the case of [Bond/Note]s then considered for redemption, during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of [Bond/Note]s to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed; (b) once selected for redemption in whole or part until after the redemption date; or (c) during the period beginning at the opening of business on the fifteenth (15th) day preceding the date of maturity on the [Bond/Note] and ending at the close of business on the date of maturity

Subject to the provisions of this [Bond/Note] and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this [Bond/Note] as the absolute owner, for all purposes, whether or not this [Bond/Note] is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.

This [Bond/Note] is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit covenants with the Registered Owner of this [Bond/Note] to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of such debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds, the principal of this [Bond/Note] and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this [Bond/Note] or in the creation of the debt of which this [Bond/Note] is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this [Bond/Note], together with all other indebtedness of the Local Government Unit, is within every debt and other limit applicable to the Local Government Unit prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Local Government Unit has established with the Sinking Fund Depository a Sinking Fund for this [Bond/Note] and will deposit therein amounts sufficient to pay the principal of and interest on this [Bond/Note] when due and payable; and that for the prompt and full payment of all obligations under this [Bond/Note], the full faith, credit and taxing power of the Local Government Unit are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this [Bond/Note], or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this [Bond/Note].

This [Bond/Note] will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.

IN WITNESS WHEREOF, the Local Government Unit has caused this [Bond/Note] to be duly executed in its name by the facsimile signature of its Chairperson of the Board of Supervisors, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of the Township Manager, and dated as of the Date of its Authentication.

ATTEST:

TOWNSHIP OF WEST DEER

Township Manager

By: _____
Chairperson, Board of Supervisors

[SEAL]

CERTIFICATE OF AUTHENTICATION

This [Bond/Note] is one of the issue of \$_____.00 Township of West Deer (Allegheny County, Pennsylvania), General Obligation [Bond/Note]s, Series of 2023 authorized by the within-mentioned Debt Ordinance.

The Opinion attached hereto is the opinion of Dinsmore & Shohl LLP, Bond Counsel, of Pittsburgh, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the Series of [Bond/Note]s of which this [Bond/Note] is one, is on file at the designated corporate trust office of the Sinking Fund Depository.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Sinking Fund Depository and
Paying Agent

AUTHENTICATION DATE:

Authorized Officer

_____, 2023

TEXT OF OPINION OF DINSMORE & SHOHL LLP DELIVERED IN RESPECT OF \$_____ TOWNSHIP OF WEST DEER (ALLEGHENY COUNTY, PENNSYLVANIA) GENERAL OBLIGATION [BOND/NOTE]S, SERIES OF 2023.

[OPINION OF BOND COUNSEL]

[STATEMENT OF INSURANCE, IF ANY]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other identifying
number of assignee

Please print or typewrite name and address
including postal zip code of transferee

the within [Bond/Note] and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within [Bond/Note] on the books kept for registration
thereof, with full power of substitution in the premises.

Dated

Signature(s) Guaranteed:

NOTICE: Signature(s) must be guaranteed by a
member firm of an approved Signature
Guaranteed Medallion Program.

NOTICE: The signature(s) to this assignment must
correspond with the name(s) as written upon the
face of the [Bond/Note], in every particular,
without alteration or enlargement, or any change
whatever.

TOWNSHIP OF WEST DEER
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION NOTE, SERIES OF 2023

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>
\$ _____	% _____	_____, 2023	_____

The above named Local Government Unit, intending to be legally bound, promises to pay to the Registered Owner at its address shown on the attached registration form (or at such other location as the Registered Owner may designate from time to time) in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, without any right of set-off, the just principal sum of _____ MILLION _____ THOUSAND DOLLARS (\$ _____,000.00) in accordance with the Debt Service Schedule attached hereto and incorporated by reference, together with interest thereon at the above-stated rate. (Certain terms used and not defined herein are defined in the Loan Agreement (herein defined), which Loan Agreement contains additional provisions and details regarding the terms of payment of this Note.)

This Note shall bear interest from the Dated Date on the outstanding Principal Amount, payable semi-annually, on each _____ and _____ (the "Note Payment Dates") during the term of the Note, commencing _____. Principal installments shall be due and payable on each _____ (the "Principal Installment Dates") during the term of the Note. All outstanding principal and accrued interest shall be due and payable in full on _____, the Maturity Date. The Principal Amount outstanding under this Note will bear interest computed based on a 360-day year comprised of twelve 30-day months.

If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within ten (10) calendar days of the date due and payable, the Local Government Unit also shall pay to the Registered Owner a late charge equal to the greater of five percent (5%) of the amount of such payment or \$25.00 (the "Late Charge"). Such ten-day period shall not be construed in any way to extend the due date of any such payment.

[Upon the occurrence and during the continuance of an Event of Default or a Determination of Taxability, the Note may bear interest at the Default Rate or at the Taxability Rate, respectively as appropriate, according to the terms and conditions of the Loan Agreement.]

The Local Government Unit has retained the right to prepay the outstanding principal of this Note, in whole, but not in part, in advance of its Maturity Date. Such right may be exercised beginning _____ (the "Prepayment Date"), upon fifteen (15) business days' written notice to the Registered Owner. Such prepayment of this Note shall be at a price of [_____] % of the principal amount prepaid, together with interest accrued to the date of prepayment.

The Local Government Unit hereby covenants with the Registered Owner of this Note that it will include the amount of the debt service payable hereunder in its budget for the applicable fiscal year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the entire principal hereof and the interest hereon in the place, on the dates and in the manner stated above, according to the true meaning and intent hereof; for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and all available taxing power, as

defined in, and subject to the further terms and provisions of, the Loan Agreement and the Debt Ordinance (herein defined), which authorized the same.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees for the payment of the principal of or the interest on this Note is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note; and the Note is acknowledged to be a corporate obligation of the Local Government Unit.

This Note evidences a borrowing for a Project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to an Ordinance of the Local Government Unit duly and regularly enacted on _____, 2023, in accordance with the provisions of the Debt Act (the "Debt Ordinance"), and is delivered under and pursuant to all the terms and conditions of a Loan Agreement of even date between the Local Government Unit and the Original Registered Owner (the "Loan Agreement"), the terms of which are incorporated herein by reference. It is hereby certified and recited that all conditions, acts and things required by law to exist, to have been performed and to have happened precedent to and in connection with the issuance of this Note do exist, have been performed and have happened and that this Note is within every debt and other limitation prescribed by law.

[This Note has been designated or deemed designated as a "qualified tax-exempt obligation" for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

No delay or omission of the Registered Owner to exercise any right or power arising hereunder shall impair any such right or power or be considered to be a waiver of any such right or power or any acquiescence therein nor shall the action or non-action of the Registered Owner impair any right or power resulting therefrom. If any provision of this Note is found to be invalid by a court, all the other provisions of this Note will remain in full force and effect.

This Note has been delivered to and accepted by the Registered Owner and will be deemed to be made in the Commonwealth of Pennsylvania. This Note will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Note, or in the creation of the indebtedness of which this Note is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this Note is not in excess of any constitutional or statutory limitation.

Any provisions of this Note which are held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IMPORTANT INFORMATION ABOUT PROCEDURES REQUIRED BY THE USA PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person who opens an account or establishes a relationship with the Registered Owner. What this means: When an entity or person opens an account or establishes a relationship with the Registered Owner, the Registered Owner may ask for the name, address, date of birth, and other information that will allow the Lender to identify the entity or person who opens an account or establishes a relationship with the Registered Owner. The Registered Owner may also ask to see identifying documents for the entity or person.

THE LOCAL GOVERNMENT UNIT WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL WAS A MATERIAL INDUCEMENT FOR THE REGISTERED OWNER TO PURCHASE THIS NOTE AND THAT THE REGISTERED OWNER PURCHASED THIS NOTE IN RELIANCE UPON SUCH WAIVER. THE LOCAL GOVERNMENT UNIT WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

THE LOCAL GOVERNMENT UNIT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR THE LOCAL GOVERNMENT UNIT AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS NOTE SHALL HAVE BECOME DUE, WHETHER BY LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF THE REGISTERED OWNER AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT BE VACATED FOR ANY REASON, THE REGISTERED OWNER MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IN RESPECT OF THIS NOTE, THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the due execution hereof as of the Dated Date set forth above.

TOWNSHIP OF WEST DEER

Chairperson, Board of Supervisors

[SEAL]
Attest:

Township Manager

DEBT SERVICE SCHEDULE

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below. The Local Government Unit shall treat the Registered Owner of this Note, as noted on this Note and on its books, as the absolute owner hereof, and shall not be affected by any changed circumstances, or by any notice to the contrary.

Original Registered Owner

Date

Transferor

Subsequent Purchaser

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named Subsequent Purchaser, warranting that this transfer is effective and rightful; that this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note.

- END OF ARTICLE 4 -

ARTICLE 5 - CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository shall maintain the Sinking Fund as a separate account, and shall, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Obligations, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository shall return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Obligations which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Obligations.

Section 5.03. Registration Agents. In the event the Obligations are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized Obligation registration agent performing similar services), the Sinking Fund Depository shall undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Obligations by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in the appointment and retention of such person, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own gross negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository shall consult with legal counsel to be selected and employed by it and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the written opinion of such counsel. The Sinking Fund Depository shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than as outlined in this Debt Ordinance. The Sinking Fund Depository shall have no duty to solicit any payments that may be due it hereunder. The Local Government Unit covenants and agrees to indemnify and hold the Sinking Fund Depository and its directors, officers, agents and employees (collectively, the "Indemnitees") harmless from and against any and all liabilities, losses, damages, fines, suits, actions, demands, penalties, costs and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim

("Losses") that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them for following any instruction or other direction upon which the Sinking Fund Depository is authorized to rely pursuant to the terms of this Debt Ordinance. In addition to and not in limitation of the immediately preceding sentence, the Local Government Unit also covenants and agrees to indemnify and hold the Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against the Indemnitees or any of them in connection with or arising out of the Sinking Fund Depository's performance under this Debt Ordinance provided the Sinking Fund Depository has not acted with negligence or engaged in willful misconduct. The provisions of this Section 5.04 shall survive the termination of the maturity or defeasance of the Obligations the resignation or removal of the Sinking Fund Depository for any reason. Anything herein to the contrary notwithstanding, in no event shall the Sinking Fund Depository be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Sinking Fund Depository has been advised of such loss or damage and regardless of the form of action.

Section 5.05. Ownership of Obligations. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Obligations, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Obligations.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith shall be binding upon the Registered Owners of the Obligations.

Section 5.07. Fees and Expenses. The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the Local Government Unit in connection with the Obligations, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal: Resignation. The Sinking Fund Depository shall serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Obligations and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Obligations has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for Obligation redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor Sinking Fund Depository shall have been appointed by the Local Government Unit as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of the successor. Any corporation or association into which the Sinking Fund Depository in its individual capacity may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Sinking Fund Depository in its individual capacity shall be a party, or any

corporation or association to which all or substantially all the corporate trust business of the Sinking Fund Depository in its individual capacity may be sold or otherwise transferred, shall be the Sinking Fund Depository under this Debt Ordinance without further ac.

Section 5.09. Duties upon Default. If the Local Government Unit fails or refuses to make any required deposit in a Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of such failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; (2) notify the Secretary of the Department of Education of such failure or refusal, in order to facilitate its duties regarding the withholding of State appropriations for payment to the Sinking Fund Depository pursuant to Section 633 of the Public School Code of 1949, as amended; and (3) notify the Insurer; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent (25%) in principal amount of outstanding Obligations and upon being indemnified against cost and expense must, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Obligations, and must disburse all funds so collected equally and ratably to the Registered Owners thereof pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Obligations has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository shall diligently seek recovery of funds for the payment of the Obligations from the Insurer according to the terms of such Bond Insurance Policy and, in the event the terms of the Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

- END OF ARTICLE 5 -

ARTICLE 6 - DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provisions of Section 6.06 hereof, if applicable, if the Local Government Unit fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Obligations, then at the suit of the Registered Owner of any Obligation, the Court of Common Pleas of the county in which the Local Government Unit is located, (or, if located in more than one county, then of either) shall after a hearing held upon such notice to the Local Government Unit as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by the Designated Officer until the sum on deposit in the Sinking Fund shall equal the moneys that should have been budgeted or appropriated for the Obligations.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06 hereof, if applicable, if the Local Government Unit fails or neglects to pay or cause to be paid the interest or principal on any of the Obligations, when due and payable, and such failure continues for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of the county in which the Local Government Unit is located (or, if located in more than one county, then of either). The judgment recovered shall have an appropriate priority upon the moneys next coming into the treasury of the Local Government Unit.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06 hereof, if applicable, but notwithstanding any other provision in this Debt Ordinance, if the Local Government Unit defaults in the payment of the principal of or the interest on the Obligations after the same shall become due, and such default shall continue for thirty (30) days, or if the Local Government Unit fails to comply with any provision of the Obligations or this Debt Ordinance, the Registered Owners of twenty-five percent in aggregate principal amount of the Obligations then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Local Government Unit is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such Obligation or Obligations, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Obligations then outstanding and upon being furnished with indemnity satisfactory to it shall, in his, her or its own name take one or more of the actions set forth below and the taking of such actions shall preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Obligations:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Obligations or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Obligations;

(2) Bring suit on the Obligations without the necessity for producing the same;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Obligations plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Local Government Unit, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the Local Government Unit to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto shall have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Obligations; or

(5) After thirty (30) days prior written notice to the Local Government Unit, declare the unpaid principal of all the Obligations to be, and it shall thereby become, forthwith due and payable with interest at the rates stated in the Obligations until final payment (and, if all defaults are made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section shall have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of a principal amount of such Obligations sufficient to remove such originally appointed trustee.

(d) Proof of ownership of Obligations and of execution of instruments relative thereto shall be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Obligations, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, shall constitute taxable costs, and all such costs and disbursements allowed by the court shall be deemed additional principal due on the Obligations, and shall be paid in full from any recovery prior to any distribution to the Registered Owners of the Obligations.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Obligations shall, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Obligations has become or has been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available is not sufficient to pay any installment in full, then to the payment ratably according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Obligations which has become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available is not

sufficient to pay in full all the Obligations due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference.

(b) If the principal of all the Obligations has become or has been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Obligations without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Obligation over any other Obligation, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy: Procedure for Payment Thereunder. Payment of the Obligations may be insured to the Registered Owners by a Bond Insurance Policy hereby authorized, to be purchased upon the issuance and delivery of the Obligations if requested in or required by the applicable Purchase Proposal.

If a Bond Insurance Policy is issued to insure the Obligations, no provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Obligations will be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest due on the Obligations is paid by the Insurer pursuant to such a Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Obligations under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of such Insurer for the prompt payment of the principal of and/or interest due on the Obligations to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Obligations and notation of the Insurer's interest as subrogee within its records and on its books.

- END OF ARTICLE 6 -

ARTICLE 7 - AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto shall not be inconsistent with the terms and provisions hereof and which shall not adversely affect the rights of the Registered Owners of the Obligations (which modifying or supplemental debt ordinances shall thereafter form a part hereof) for the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;
- (b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;
- (c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or
- (d) to amend the definition of the Project and change the purposes of the Obligations, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Obligations, (and with the consent of the Insurer) the Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Ordinance or of modifying in any manner the rights of the Registered Owners of the Obligations; provided, however, that no such modifying or supplemental debt ordinance shall: (a) extend the fixed maturity date of any Obligation, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Obligation so affected; or (b) reduce the aforesaid percentage of Obligations, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Obligations then outstanding. The consent of the Registered Owners for the particular form of any proposed modification or supplement shall not be necessary, if the consent approves the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:

- (a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and
- (b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt ordinance was properly enacted, executed, and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Obligations required hereunder has been secured, and that, in all events, the

enactment, execution and delivery of such debt ordinance complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt ordinance pursuant to the provisions of this Article, this Debt Ordinance shall be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such amendments, modifications and supplements, and all the terms and conditions of any such debt ordinance shall be and be deemed to be part of the terms and conditions of this Debt Ordinance for any and all purposes.

Section 7.05. Notice of Amendment. Written notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated shall be confirmed promptly to all Registered Owners, and shall be given to the Rating Agency and the Insurer by first class mail, postage prepaid.

- END OF ARTICLE 7 -

ARTICLE 8 - DISCHARGE OF DEBT ORDINANCE

Section 8.01. Satisfaction and Discharge. If the Local Government Unit pays or causes to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Obligations, at the times and in the manner stipulated therein, then this Debt Ordinance and the estate and rights hereby granted shall cease, determine and be void; and thereupon the Sinking Fund Depository shall release, cancel and discharge the lien and obligations of this Debt Ordinance and deliver to the Local Government Unit any funds or documents at the time subject to the lien of this Debt Ordinance which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Ordinance shall be and remain in full force and effect.

Obligations, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Obligations, shall be deemed to be paid within the meaning of this Article, provided, however, that if such Obligations are to be redeemed prior to the Maturity Date(s) thereof, notice of such redemption shall have been duly given or adequate provision shall have been made therefor.

In the event that the principal and/or interest due on the Obligations shall be paid by the Insurer pursuant to the Bond Insurance Policy, the Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Local Government Unit, until full, proper and complete payment and reimbursement is made to the Insurer by the Local Government Unit pursuant to the Bond Insurance Policy.

- END OF ARTICLE 8 -

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

Section 9.01. Compliance in General. The Local Government Unit hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code") with respect to the Obligations; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon the instruction of Bond Counsel, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Obligations to the Registered Owners thereof conferred by those Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Section 9.02. Not a Private Activity Bond; Taxing Powers. The Local Government Unit covenants that the Obligations are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

The Local Government Unit certifies that it is a political subdivision and governmental unit with general taxing powers.

Section 9.03. Non-Arbitrage. The Local Government Unit covenants that no portion of the proceeds of the Obligations is reasonably expected (at the time of issuance of the Obligations) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition shall not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the Obligations or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) which produces a yield over the term of the Obligations which is materially higher than the yield on the Obligations, but shall not include any tax-exempt bond.

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Obligations; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment shall be taken into account] to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

Exceptions. Rebate to the United States as described above shall not be required of the Local Government Unit if, and in the event that any one of the following exceptions applies: (i) SIX MONTH SAFE HARBOR -- the gross proceeds of the Notes are expended for the Project by no later than the day which is six months after the date of issuance of the Notes, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Notes, or \$100,000, are so expended by said date and such remaining

portion is expended by no later than the day which is one year after the date of issuance of the Notes; or (ii) 18-MONTH SPEND-DOWN -- the following cumulative percentages of the gross and investment proceeds of the Notes are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Notes: 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of thirty months); or (iii) TWO YEAR SPEND DOWN (CONSTRUCTION ISSUES ONLY) the following cumulative percentages of the gross and investment proceeds of the Notes are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Notes: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) SMALL ISSUER -- (1) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund, if any) of the Notes is to be used for local governmental activities of the Local Government Unit (or a subordinate entity), and (b) the aggregate face amount of all tax exempt notes or bonds, other than private activity bonds or notes, issued by the Local Government Unit, and all subordinate entities thereof (but not including any note, bond or Obligation not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the Notes are issued, is not reasonably expected to exceed \$5,000,000 (\$15,000,000 in the case of bonds or notes issued for school construction purposes).

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the Obligations, "available construction proceeds" has the meaning used in §148(f)(4)(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the Obligations, except accrued interest on the Obligations deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Obligations and not required to carry out the governmental purpose of the Obligations.

The Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Section 9.05. Information Reporting. The Local Government Unit shall prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

Section 9.06. Qualified Tax-Exempt Obligations. The Local Government Unit hereby designates the Obligations to be "qualified tax-exempt obligations" for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Tax Code. Having considered all tax-exempt obligations, including the Obligations, to be issued during the calendar year in which the Obligations are to be issued, the Local Government Unit represents and covenants that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Local Government Unit (together with all subordinate entities) during said calendar year does not exceed \$10,000,000 (including debt issued to refund prior debt on a current refunding basis only to the extent of any excess over the amount of such prior debt). To the extent any of the Obligations meet the requirements for "deemed designated" status pursuant to Section 265(b)(3), such Obligations are hereby deemed designated as "qualified tax-exempt obligations".

- END OF ARTICLE 9 -

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ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

Section 10.01. Compliance in General. The Local Government Unit hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 10.02. Official Statement. The Local Government Unit acknowledges that, in the case of publicly traded municipal bonds or notes, preparation of an Official Statement by the Financial Advisor will be done on its behalf and for its benefit, as an agent, and that, in particular, while matters of style and format may have originated with the Financial Advisor, all substantive data and information will be provided by the Local Government Unit. The Local Government Unit, upon review as to completeness and accuracy, will deem the Preliminary Official Statement final as of its date, and certify the Preliminary Official Statement did not and does not, as of its date and as of this date, contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, as required by statute, regulation or substantive law. The distribution of the Preliminary Official Statement by the Financial Advisor, when available, is hereby ratified and approved.

The Local Government Unit hereby covenants to provide a final Official Statement to the Purchaser within seven business days of the execution of a Purchase Proposal for publicly traded bonds or notes. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary. However, the execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Local Government Unit hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. Upon such review, the Purchaser is authorized to use the final Official Statement in connection with the sale of the Obligations.

The Local Government Unit hereby acknowledges that, in the event of a private placement of Notes, the Purchaser may choose to waive compliance with the foregoing covenants.

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Undertaking under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Obligations. The Purchaser's obligation to purchase the Obligations is conditioned upon its receipt of the Continuing Disclosure Undertaking, at or prior to the delivery of the Obligations, in form and substance reasonably satisfactory to the Purchaser.

- END OF ARTICLE 10 -

ARTICLE 11 - SALE OF OBLIGATIONS; SETTLEMENT

Section 11.01. Award to Purchaser. After due consideration of sundry factors, including the recommendation of the Administration and current market conditions, the Governing Body hereby: (1) determines that a private sale of the Obligations by negotiation is in the best financial interest of the Local Government Unit; and (2) authorizes the Obligations to be awarded and sold pursuant to the terms of an acceptable Purchase Proposal, the acceptance thereof to be indicated by the execution of a Purchase Proposal by the Chairperson (or the Vice Chair acting by reason of the President's absence or incapacity) of the Governing Body who is hereby authorized and directed to execute the same at such time as the Chairperson (or Vice Chair acting by reason of the President's absence or incapacity) shall determine, in his/her sole discretion upon consideration of market conditions. For this purpose, an "acceptable" Purchase Proposal shall mean an offer by a Purchaser on its standard contractual form(s), compliant with the prevailing industry standards and approved, as to form, by Bond Counsel and by the Solicitor, to purchase and underwrite all or a portion of the Obligations, bearing interest at such rate or rates, and sold at such a price or prices, allowing for costs of issuance and upon such other conventional terms and conditions not detrimental to the interests of the Local Government Unit, with the further understanding that the Obligations will be issued in such an amount and at such times as will produce sufficient proceeds for the municipal building project, after payment of costs of issuance.

Upon satisfaction of the foregoing condition, and all other conditions of this Debt Ordinance, the Obligations are hereby awarded and sold at private sale upon invitation to the Purchaser at the Purchase Price, in accordance with all the terms of an acceptable Purchase Proposal which is hereby accepted, and incorporated by reference into this Debt Ordinance. The Designated Officers are authorized and directed to sign such Purchase Proposal, return it to the Purchaser and file a copy of the same with the records of the Local Government Unit.

Section 11.02. Delivery of Obligations. The Designated Officers are hereby authorized and directed to deliver the Obligations to the Sinking Fund Depository for authentication, and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof (except that in the case of privately placed note, no authentication by the Sinking Fund Depository shall be necessary).

Section 11.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the Local Government Unit an account to facilitate the settlement of the Obligations, designated the "Clearing Fund". The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officers are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Obligations, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel, Purchaser, or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Obligations and a proper application of the proceeds of the Obligations to the Project.

Section 11.04. Expeditious Settlement. The Local Government Unit hereby authorizes and directs the Bond Counsel, Purchaser and Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Obligations.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the

applicable Purchase Proposal, including without limitation, application and qualification for certain bond ratings and/or policies of bond insurance, establishment of bank accounts with authorized depositaries for the deposit and management of Obligation proceeds and other funds, retention of professionals, Obligation printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of the Bond Counsel, Purchaser or Solicitor, for settlement of the sale of the Obligations.

- END OF ARTICLE 11 -

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ARTICLE 12 - MISCELLANEOUS

Section 12.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 12.02. Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Registered Owners, from time to time, of the Obligations.

Section 12.03. Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 12.04 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Obligations, whose rights shall not be impaired.

Section 12.05. Benefited Parties. Nothing in this Debt Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Local Government Unit, the Sinking Fund Depository, the Registered Owners of the Obligations (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Ordinance or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Ordinance contained by and on behalf of the Local Government Unit shall be for the sole and exclusive benefit of such persons.

Section 12.06. Severability. If any one or more of the covenants or agreements provided in this Debt Ordinance on the part of the Local Government Unit or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

Section 12.07. No Personal Liability. No covenant or agreement contained in the Obligations or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Obligations shall be liable personally on the Obligations or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.08. Counterparts. This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

- END OF ARTICLE 12 -

DULY ORDAINED AND ENACTED by the Governing Body of the Local Government Unit, in lawful session assembled, on 15 February 2023.

[SEAL]

TOWNSHIP OF WEST DEER

Chairperson, Board of Supervisors

Attest:

Township Manager

EXHIBIT A

MAXIMUM DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
9/1/2023			110,000.00	110,000.00	110,000.00
3/1/2024	290,000	5.500	220,000.00	510,000.00	
9/1/2024			212,025.00	212,025.00	722,025.00
3/1/2025	290,000	5.500	212,025.00	502,025.00	
9/1/2025			204,050.00	204,050.00	706,075.00
3/1/2026	295,000	5.500	204,050.00	499,050.00	
9/1/2026			195,937.50	195,937.50	694,987.50
3/1/2027	300,000	5.500	195,937.50	495,937.50	
9/1/2027			187,687.50	187,687.50	683,625.00
3/1/2028	310,000	5.500	187,687.50	497,687.50	
9/1/2028			179,162.50	179,162.50	676,850.00
3/1/2029	320,000	5.500	179,162.50	499,162.50	
9/1/2029			170,362.50	170,362.50	669,525.00
3/1/2030	325,000	5.500	170,362.50	495,362.50	
9/1/2030			161,425.00	161,425.00	656,787.50
3/1/2031	335,000	5.500	161,425.00	496,425.00	
9/1/2031			152,212.50	152,212.50	648,637.50
3/1/2032	345,000	5.500	152,212.50	497,212.50	
9/1/2032			142,725.00	142,725.00	639,937.50
3/1/2033	355,000	5.500	142,725.00	497,725.00	
9/1/2033			132,962.50	132,962.50	630,687.50
3/1/2034	370,000	5.500	132,962.50	502,962.50	
9/1/2034			122,787.50	122,787.50	625,750.00
3/1/2035	385,000	5.500	122,787.50	507,787.50	
9/1/2035			112,200.00	112,200.00	619,987.50
3/1/2036	405,000	5.500	112,200.00	517,200.00	
9/1/2036			101,062.50	101,062.50	618,262.50
3/1/2037	430,000	5.500	101,062.50	531,062.50	
9/1/2037			89,237.50	89,237.50	620,300.00
3/1/2038	475,000	5.500	89,237.50	564,237.50	
9/1/2038			76,175.00	76,175.00	640,412.50
3/1/2039	500,000	5.500	76,175.00	576,175.00	
9/1/2039			62,425.00	62,425.00	638,600.00
3/1/2040	525,000	5.500	62,425.00	587,425.00	
9/1/2040			47,987.50	47,987.50	635,412.50
3/1/2041	555,000	5.500	47,987.50	602,987.50	
9/1/2041			32,725.00	32,725.00	635,712.50
3/1/2042	580,000	5.500	32,725.00	612,725.00	
9/1/2042			16,775.00	16,775.00	629,500.00
3/1/2043	610,000	5.500	16,775.00	626,775.00	
9/1/2043					626,775.00
TOTALS	8,000,000		5,129,850.00	13,129,850.00	13,129,850.00

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted by the affirmative vote of the majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Beverly S. Jordan	_____	_____	_____	_____
Shirley A. Hollibaugh	_____	_____	_____	_____
Vernon Frey	_____	_____	_____	_____
David Harrison	_____	_____	_____	_____
James Smullin	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this 15th day of February, 2023.

TOWNSHIP OF WEST DEER

[SEAL]

Township Manager

18

ADOPTION: RESOLUTION NO. 2023-1 (APPOINTED AUDITOR FOR THE 2022 AUDIT)

RESOLUTION NO. 2023-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING THE CERTIFIED AND COMPETENT PUBLIC ACCOUNTANCY FIRM OF MARK C. TURNLEY, CPA TO REPLACE THE ELECTED AUDITORS IN MAKING THE EXAMINATION OF ALL OF THE ACCOUNTS OF THE TOWNSHIP FOR THE 2022 FISCAL YEAR.

PLEASE SEE THE ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2023-1 APPOINTING THE CERTIFIED AND COMPETENT PUBLIC ACCOUNTANCY FIRM OF MARK C. TURNLEY, CPA TO REPLACE THE ELECTED AUDITORS IN MAKING THE EXAMINATION OF ALL OF THE ACCOUNTS OF THE TOWNSHIP FOR THE 2022 FISCAL YEAR.

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

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING THE CERTIFIED AND COMPETENT PUBLIC ACCOUNTANCY FIRM OF MARK C. TURNLEY, CPA TO REPLACE THE ELECTED AUDITORS IN MAKING THE EXAMINATION OF ALL OF THE ACCOUNTS OF THE TOWNSHIP FOR THE 2022 FISCAL YEAR.

WHEREAS, Section C-1149 of the Home Rule Charter ("Charter") of the Township of West Deer ("Township") provides that three auditors ("Board of Auditors") shall be elected and serve in accordance with the Laws of Pennsylvania relating to non-charter townships of the second class;

WHEREAS, the Second Class Township Code provides that the Township's Board of Supervisors may by resolution appoint a certified or competent public accountant or a firm of certified or competent public accountants – either of which shall be registered in this Commonwealth – to make an examination of all of the accounts of the Township for the fiscal year stated in this Resolution;

WHEREAS, when an accountant or firm is appointed under the Second Class Township Code, the Board of Auditors shall not audit, settle, or adjust the accounts audited by the appointee but shall perform the other duties of the office;

WHEREAS, the appointed accountant or firm has the powers given to the Board of Auditors under the Second Class Township Code, except the audit shall be made in accordance with generally accepted auditing standards, the appointed accountant or firm shall not have the power to determine compensation, and the appointed accountant or firm is subject to the same penalties as the elected auditors under the Second Class Township Code;

WHEREAS, the Board of Supervisors has advertised in a newspaper of general circulation the intent to appoint a certified or competent public accountant or a firm of certified or competent public

accountants to replace the elected auditors in performing the audit at least thirty days prior to voting on this Resolution;

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that appointing Mark C. Turnley, CPA, a firm of certified or competent public accountants who are registered in this Commonwealth, to make an examination of all the accounts of the township for 2022 fiscal year and approving and authorizing the execution of a contract with Mark C. Turnley, CPA to provide these auditing service, in substantially the form attached hereto as **Exhibit A**, will further the health, safety and welfare of the current and future residents of the Township;

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of West Deer, that, the Board hereby appoints Mark C. Turnley, CPA to make an examination of all the accounts of the Township for 2022 fiscal year in accordance with the requirements of the Second Class Township Code and approves and authorizes the execution of a contract with Mark C. Turnley, CPA in substantially the form attached hereto as **Exhibit A**.

RESOLVED this 15th day of February 2023 by the Board of Supervisors of the Township of West Deer.

Attest:

Township of West Deer

Daniel J. Mator, Jr., Township Manager

Beverly S. Jordan, Chairperson
Board of Supervisors

19

APPOINTMENT: PARKS AND RECREATION COMMITTEE MEMBER

THE BOARD IS IN RECEIPT OF THE ATTACHED E-MAIL FROM SARA KREIDLER STATING THAT SHE HAS RESIGNED FROM THE PARKS AND RECREATION BOARD EFFECTIVE JANUARY 01, 2023.

MS. KREIDLER'S TERM EXPIRES DECEMBER 31, 2024, SO THERE IS A VACANCY TO FILL HER UNEXPIRED TERM.

THE BOARD RECEIVED ONE LETTER OF INTEREST FROM GENIE HOFFMAN, AND HER LETTER OF INTEREST ARE ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT GENIE HOFFMAN AS A MEMBER OF THE PARKS & RECREATION BOARD TO FILL THE UNEXPIRED TERM OF SARA KREIDLER, WHICH EXPIRES DECEMBER 31, 2024.

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

Amy,

First, I'm so sorry I wasn't able to attend breakfast with Santa yesterday; I was really looking forward to it, but this virus has really packed a punch and I'm still not back to normal (and most of all I still have this terrible cough and didn't want to get other sick especially right before Christmas). I hope the event was successful.

Second, after a lot of consideration over the last month, I have decided that I need to resign from the Parks and Recreation committee. As I am looking at the year ahead, and knowing the constraints on my schedule now that I am managing shared custody of the kids, I know that I will not be able to attend meetings regularly or sign up to assist at events on a regular basis. Simply put, too many things have changed with my schedule in the last few months for me to be able to maintain this commitment, and I am very sorry about that.

I've sincerely enjoyed being on the committee, and I regret having to end my service early. Most of all, I've enjoyed our friendship and hope that we can maintain that in spite of this.

Sara Kreidler

West Deer Township Board of Supervisors

109 E. Union Road

Cheswick, PA 15024

RE: Parks and Recreation Board

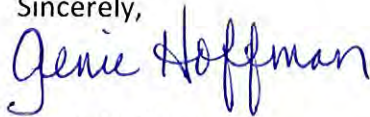
Dear Sir/Madam,

I am writing in regard in obtaining a seat on the above board. I have been a resident of West Deer for almost 10 years and live by Bairdford Park. I love our park and utilize it consistently and would like to see it flourish. I believe that all residents should have the opportunity to enjoy all of our parks and would welcome the chance to have a part in promoting and helping the community recognize what a valuable resource we have in them.

I do not have any political experience, but I believe my management experience in the financial field would be beneficial to this position. I would welcome the opportunity to meet and learn more about this position and what it would specifically entail.

Thank you in advance for your consideration.

Sincerely,



Genie Hoffman

20

APPOINTMENT: PLANNING COMMISSION MEMBER

DUE TO AN EXPIRATION OF A MEMBER OF THE PLANNING COMMISSION BOARD THERE IS AN AVAILABLE SEAT ON THE BOARD.

THE BOARD RECEIVED TWO LETTERS OF INTEREST FROM VAUGHN CAMPBELL AND JAKE ORESICK, AND THEIR LETTERS OF INTEREST ARE ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPOINT _____ AS A MEMBER OF THE PLANNING COMMISSION FOR A FOUR-YEAR TERM TO EXPIRE DECEMBER 31, 2026.

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

January 24, 2023

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

Dear Board of Supervisors:

Please consider this letter to be my application to serve as a member of the West Deer Planning Commission. I am a resident of West Deer Township residing at the address below. It is my desire to become intricately involved in the operation of our community, and I am confident that with my background both in the federal and private sector, I can be an integral part of the team.

Thank you for your time and consideration for a position within the West Deer Planning Commission.

I have enclosed a copy of my CV.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'Vaughn Richard Campbell', with a large, stylized flourish at the end.

Vaughn Richard Campbell
3573 Huntertown Rd.
Allison Park, PA 15101
vaughnrc@comcast.net
412-953-7094

enclosure

Vaughn Richard Campbell

3573 Huntertown Road

Allison Park, PA 15101

(412) 953-7094

vaughnrc@comcast.net

WORK HISTORY:

LEGAL ADMINISTRATIVE SPECIALIST – 03/2010 to Present

United States Office of Personnel Management – Boyers, PA 16017

- Adjudicate the retirement claims for persons in the Civil Service Retirement System.
- Adjudicate federal disability claims.
- Research and update all required materials needed for proper adjudication of retirement claims.
- Respond to all inquiries from the annuitant in a prompt and professional manner.
- Advise the annuitants of their retirement rights and explain the federal retirement laws.
- Clarify questions that the annuitants have concerning their retirement benefits.
- Verify Federal Employee Group Life Insurance and Federal Employee Health Benefits and ensure that the retiree meets the prerequisites to continue them into retirement.
- Make Federal Employee Health Benefits open season and regular season changes.
- Guide the annuitants through the process of paying re-deposits, deposits, and re-payment of any overpayments.
- Enter account information and payments into the computer system.
- Answer telephone calls, e-mails, and letters each day, addressing annuitant inquiries, and providing solutions to these communications.
- Participated in the Lean Six Sigma project to improve the retirement adjudication process.
- Mentor junior Legal Administrative Specialists.
- Assist with the development of training programs and training materials.

SUBSTITUTE TEACHER – 09/2020 to Present

Deer Lakes School District – Cheswick, PA

- Substitute teacher for grades kindergarten through grade 12.
- Responsible for facilitating lesson plans furnished by the permanent teacher.
- Maintain accurate classroom attendance records.
- Assign, collect, and grade classroom work.
- Manage each classroom effectively.
- Mentor and tutor students.
- Ensure a safe learning environment for each student.

MEDIATOR/FACILITATOR – 01/2016 to Present

The Pittsburgh Federal Executive Board – Pittsburgh, PA

- Serve as a neutral third party for person in conflict.
- Understand the cultural differences that contribute to conflict.
- Actively listen to facts as perceived by the parties in conflict.
- Guarantee a safe and secure meeting place for the conflicted parties to voice the differences.
- Utilize abstract thinking to bring the mediation to a successful outcome.

SENIOR AUDITOR – 01/2015 to 01/2020

American Federation of Government Employees Local 2451 – Boyers, PA 16017

- Senior auditor for the American Federation of Government Employees Union Local 2450.
- Direct the yearly audit of the union's finances and property to assure that all funds are properly accounted for, disbursed and/or invested as proscribed by law.
- Certify that the union is properly bonded.
- Ensure that the officers adhere to the rules and regulations as set forth in the union by-laws.
- Establish internal monetary control systems.
- Prepare working papers, reports and supporting documentation for audit findings.
- Prepare and certify the annual audit report.

TRAINING SPECIALIST – 01/2019 to 12/2020

The Pittsburgh Federal Executive Board – Pittsburgh, PA

- Ascertain the training needs for federal agency personnel using discussions and agency polls.
- Develop training programs based on the work schedules of federal employees.
- Recruit subject experts to present the training programs.
- Review and update the training programs to keep them relevant.

INTAKE INTERVIEWER – 09/2009 to 03/2010

Pennsylvania Department of Labor and Industry – Duquesne, PA

- Performed initial client assessment and analysis to begin the unemployment compensation process.
- Assisted claimants by answering questions regarding Pennsylvania Unemployment law.
- Entered claimant account information in the Pennsylvania state computer database.
- Calculated weekly unemployment compensation benefits for the claimants.

TECHNICAL PROJECT MANAGER – 06/2006 to 09/2009

CID Controls – Sarver PA

- Experienced in managing and delivering multiple large-scale projects on time and within budget.
- Proven success at reducing costs, improving operations and enhancing bottom line growth.
- Developed plans and managed the project scope using specific methodologies to guide projects from conceptualization to completion.
- Collaborated with business users, technical and testing teams to analyze and validate requirements.
- Gathered and evaluated project requirements through meetings and periodic walkthroughs with application users.
- Communicated project plans, engineering changes, and progress reports to key stakeholders.
- Proposed feasibility solutions for new functional designs and options for performance improvements.
- Maintained the U.L. notebook and ensured that the U.L. codes were adhered to in the manufacturing process
- Executed quality control inspections of completed projects.
- Saved the company over \$30,000.00 on one project by discovering errors in the accounting of purchase orders.

CIC Controls – Glenshaw, PA

- Managed an estimating team of 8 members focused on providing expert estimating services to prospective customers.
- Tracked labor costs and material expenses via personally designed spreadsheets.
- Generated weekly and monthly production reports.
- Implemented changes in product design as requested by designers, owners or inspectors.
- Adjusted the pricing of projects to reflect the revised purchase orders
- Assessed engineering documentation and manpower availability to determine the order of construction.
- Selected vendors to supply the equipment to build projects.
- Issued purchase order for project equipment.
- Executed quality control inspections of completed projects.
- Scheduled shipping of completed projects via air and ground transportation.

PERSONNELMAN – 09/1991 to 08/1995

United States Navy – USS Theodore Roosevelt CVN-71

- Leading Petty Officer of the Educational Services Office
- Scheduled and assigned weekly work assignments.
- Supervised the maintenance of the service records for over 3500 crewmembers.
- Prepared and executed documents affecting pay and allowances and dependent entitlements for crewmembers and their families.
- Was the database administrator of the ship's human resources computer system.
- Instructor for the School of the Ship and Petty Officer Indoctrination classes.
- Developed training courses for non-rate sailors.
- Prepared bi-annual evaluation reports for junior servicemembers.
- Evaluated departmental training programs to ensure that the programs were within Navy standards and regulations.
- Awarded 2 Navy Achievement Medals for superior performance.

ADMISSIONS REPRESENTATIVE 02/1985 to 12/1990

The Median School of Allied Health Careers – Pittsburgh, PA

- Contacted prospective students who expressed interest in continuing their education in a health care occupation.
- Interviewed students to determine if the school was compatible with their expectations.
- Scheduled appointments for individuals and their families to visit the school.
- Escorted students and their families on tours of the facility.
- Attended career fairs within the Pennsylvania tri-state area.
- Directed quarterly bulk mailing campaigns.
- Liaison with high school guidance counselors to promote the school.
- Assisted in the production of a television commercial advertisement.
- Produced a slide presentation used at career fairs.
- Contacted health care employers to arrange externships.
- Produced and co-wrote print media advertising.

ADULT CONTINUING EDUCATION INSTRUCTOR 1/1985 to 6/1985

Community College of Allegheny County - Pittsburgh, PA

- Instructor in the non-credit program teaching interior decorating, painting and wallcovering installation.

EDUCATION

Grove City College - Grove City, PA

Major – Business Administration

Bachelor of Science Degree – 2019

The Federal Mediation and Conciliation Services - Pittsburgh, PA

Mediation, Facilitation, and Conflict Resolution.

Completed – 2018

United States Navy Personnelman School – Meridian, MS

Human Resources

Graduated – 1992

PROFESSIONAL AFFILIATIONS

Pennsylvania Council of Mediators

January 23, 2023

West Deer Township
Board of Supervisors
109 East Union Road
Cheswick, PA 15023

RE: Township Planning Commission

This letter constitutes my letter of interest to serve of the West Deer Township Planning Commission. As the former board chair of the Oakland Planning and Development Corporation, which advocates for residents regarding large-scale urban planning in the City of Pittsburgh, I am familiar with and have a great appreciation for the importance of municipal planning. Moreover, as an attorney at Houston Harbaugh, P.C. in Pittsburgh, a portion of my practice is dedicating to zoning and land use issues, and I would be excited to apply this experience and expertise towards the benefit of West Deer Township.

I am a relatively new West Deer resident—as of November 2021—and would love to serve this community while bringing a fresh perspective to the Commission. I was educated at John Carroll University (B.A., 2006), Carnegie Mellon University (M.S. in Public Policy and Management, 2012), and the University of Pittsburgh (J.D., 2012). I have practiced law in the Pittsburgh area for over 10 years and I am the author of *The Schenley Experiment: A Social History of Pittsburgh's First Public High School* (Penn State University Press, 2017).

Sincerely,

A handwritten signature in black ink, appearing to read 'JO', with a horizontal line extending to the right.

Jake Oresick

3428 Cedar Glen Drive
Allison Park, PA 15101
cell: 412.965.4467
jake.oresick@gmail.com

21

AUTHORIZATION: ADVERTISEMENT (BAIRDFORD PARK PROJECT)

IN 2020, THE TOWNSHIP RECEIVED A C2P2 GRANT FROM THE DCNR TO CONSTRUCT A NEW “LOWER BOWL” OF RECREATIONAL AMENITIES AT BAIRDFORD PARK. THIS INCLUDED NEW SPORTS COURTS, PARKING LOTS, WALKWAYS, AND OTHER FEATURES.

A DRAWING IS ATTACHED.

MR. SHOUP...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF THE BAIRDFORD PARK PROJECT AS PRESENTED.

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

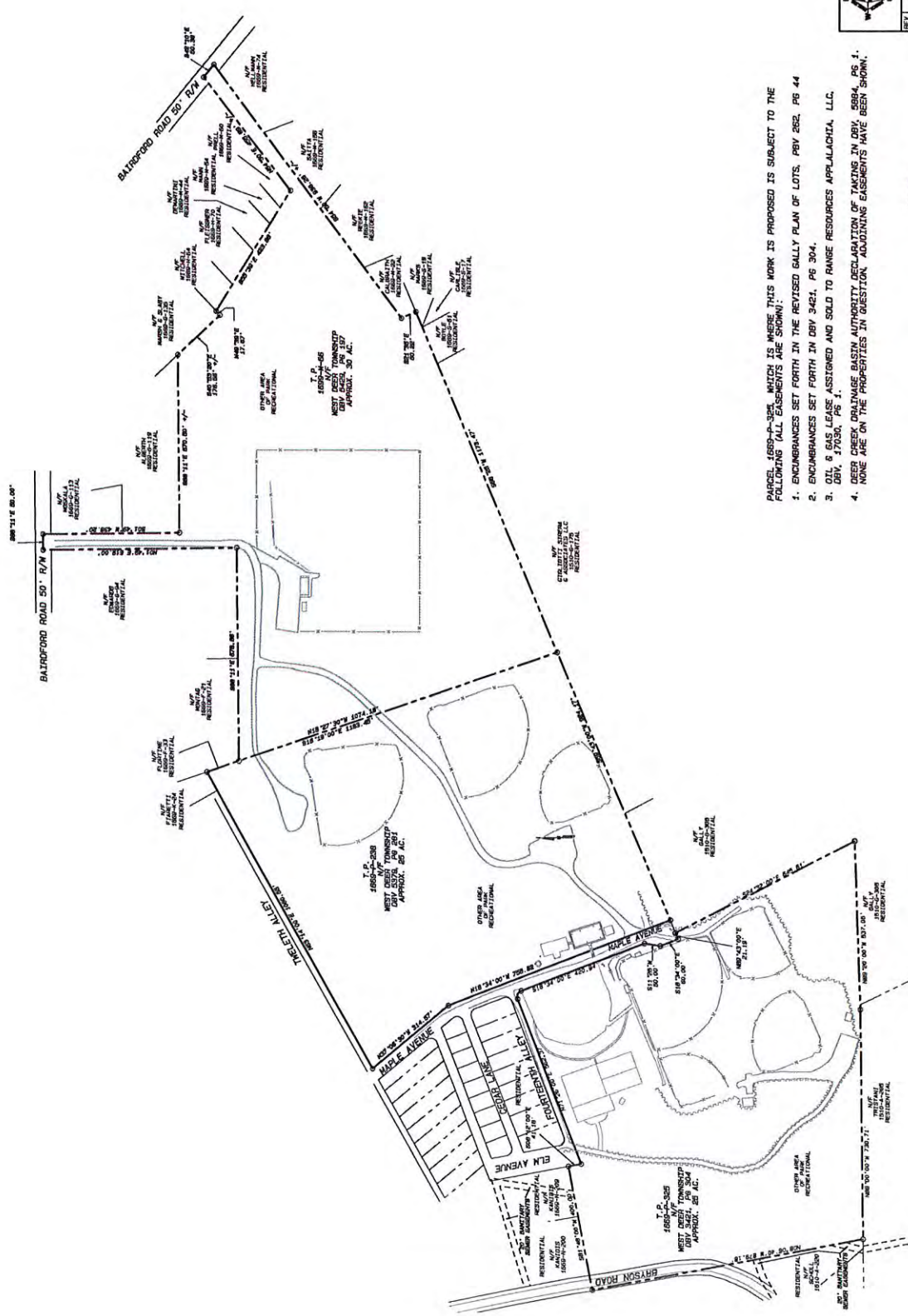
CONCORD PARK BROOKLYN
WEST-DEER TOWNSHIP, ALLEGHENY COUNTY
FEBRUARY 2023

PENNSYLVANIA ACT 30 (1991), AS AMENDED
REQUIRES EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO DISTURB THE
EARTH'S SURFACE ANYWHERE IN PENNSYLVANIA
TO NOTIFY THE PENNSYLVANIA ONE-CALL SYSTEM.
DESIGN SERIAL NO. 20223061275



SHOUP ENGINEERING
FOR OVER 50 YEARS
329 Summitfield Drive, Baden, PA 15005
Phone: 724-869-9540
info@shoupengineering.com

SERVICE #10024



PARCEL 1685-P-262, WHICH IS WHERE THIS WORK IS PROPOSED IS SUBJECT TO THE FOLLOWING (ALL EASEMENTS ARE SHOWN):

1. ENCUMBRANCES SET FORTH IN THE REVISED GALLY PLAN OF LOTS, PIV 282, PG 44
2. ENCUMBRANCES SET FORTH IN DEED 34621, PG 304.
3. OIL & GAS LEASE ASSIGNED AND SOLD TO RANGE RESOURCES APPLACHIA, LLC.
4. DEER CREEK DRAINAGE BASIN AUTHORITY DECLARATION OF TAKING IN DEED, 5884, PG 1. NONE ARE ON THE PROPERTIES IN QUESTION. ADDITIONAL EASEMENTS HAVE BEEN SHOWN.

NOTE:
PROPERTIES ENTERED BY
DEEDS NO LAND SURVEYING
COMPLETED AT THIS TIME



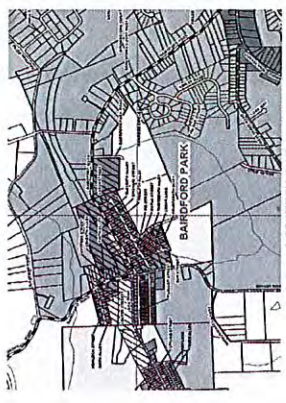
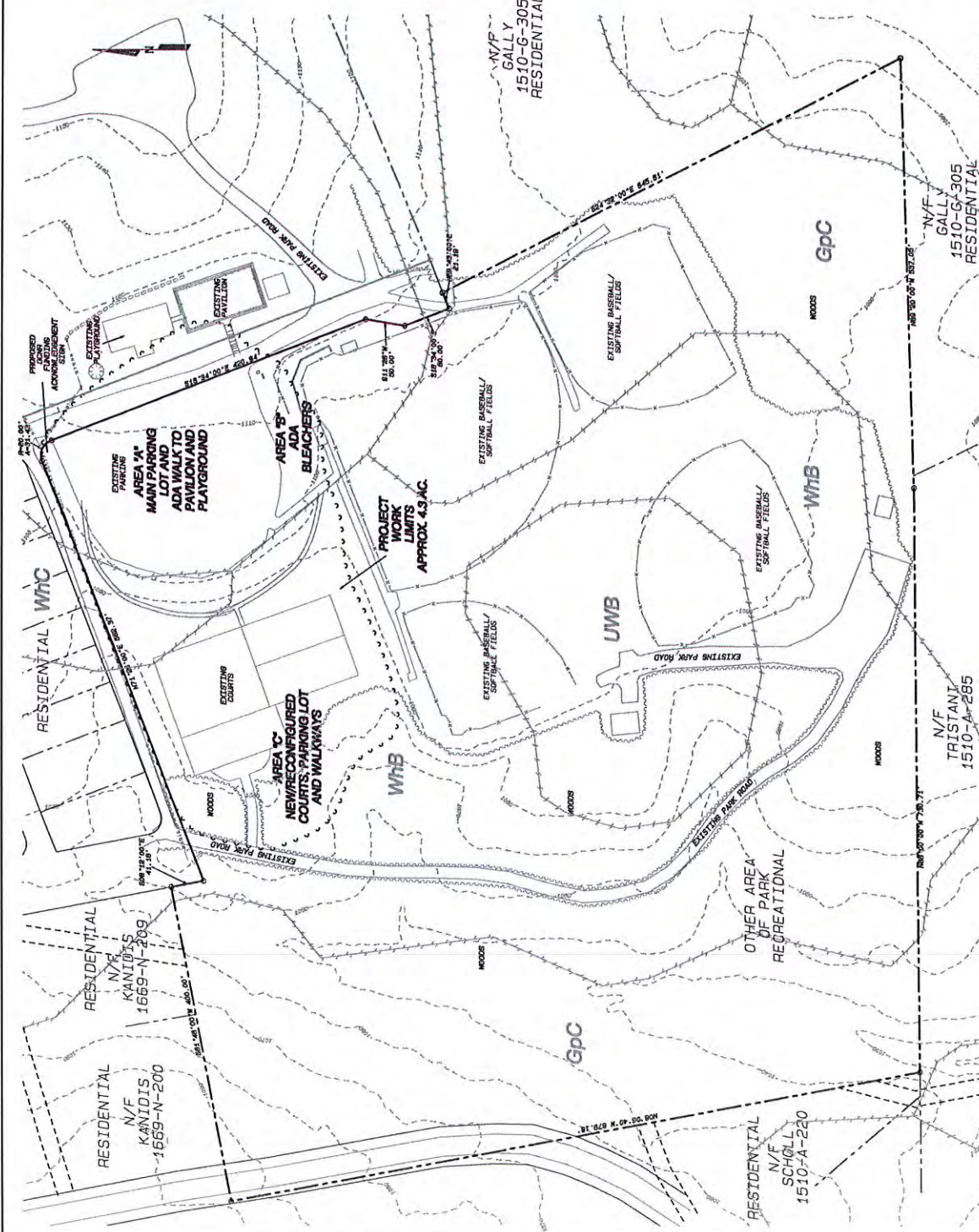
BAIRD PARK PROPERTIES
BRC-PRD-27-184

SHEET #		DATE
1	1	
SHEET 1 OF 1		
SCALE: AS NOTED		
JOB # 10024		

SHOUP ENGINEERING INC.
100 HANCOCK DRIVE
MILWAUKEE, WISCONSIN 53226
TEL: 414-224-1100 FAX: 414-224-1101
WWW.SHOUPENGINEERING.COM

WEST DEER TOWNSHIP
BAIRD PARK
IMPROVEMENTS

DEED 34621, PG 304
DATE: 12/14/03
SHEET 1 OF 1
SCALE: AS NOTED
JOB # 10024



- DEMOLITION WORK AND SITE PREPARATION TO BE PERFORMED AREAS A & C
- REMOVAL OF 10 EXISTING LIGHT POTS AND WIRING.
 - REMOVAL OF 4 BASKETBALL POLES AND HOOPS BY OTHERS. (TOWNSHIP)
 - REMOVAL OF EXISTING PAVILION BY OTHERS. (TOWNSHIP)
 - REMOVAL OF ALL EXISTING ASPHALT SURFACES BY OTHERS. (TOWNSHIP)
 - REMOVAL OF ALL EXISTING WOOD GUIDERAIL AT UPPER PARKING LOT BY OTHERS. (TOWNSHIP)
 - REMOVAL OF EXISTING WOOD GUIDERAIL AT UPPER PARKING LOT BY OTHERS. (TOWNSHIP)
 - EARTHWORK NECESSARY TO ESTABLISH FINISHED GRADES.
 - INSTALLATION OF ALL BASE AND WORK NECESSARY TO COMPLETE THE ASPHALT ACCESS DRIVE, PARKING LOTS, COURT PADE, BASKETBALL AREA, RAMPS AND WALKS.
 - DEPTH AS SHOWN IN PLANS OF A PORTION OF UPPER PARKING LOT AREA A TO REMAIN IN PLACE.

LEGEND

---	PROPERTY LINE
---	SOILS LIMIT LINE
---	CONTOUR LINE
---	PROJECT BOUNDARY
---	STORM SEWERS
---	TREE LINE
---	FENCE

PROJECT AREA OVERVIEW
EXISTING CONDITIONS
BRC-PRD-27-184

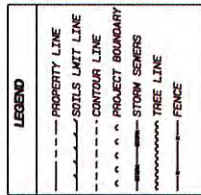
SHOUP ENGINEERING INC.	
200 BROADFIELD DRIVE MILWAUKEE, WISCONSIN 53212	
TEL: 414-224-0800 FAX: 414-224-0801 WWW.SHOUPENGINEERING.COM	
WEST DEER TOWNSHIP	BARDFORD PARK IMPROVEMENTS
DATE: 12/1/02	SHEET 1 OF 4
SCALE: AS NOTED	DATE: 12/1/02

NOTE:
PROPERTIES ENTERED BY
DEEDS NO LAND SURVEYING
COMPLETED AT THIS TIME



EARTHWORK, ASPHALT PARKING, CONCRETE WALKS, CONCRETE ADA PARKING, INLETS, STORM SEWERS, CONCRETE ADA RAMP, CROSS WALKS,

1. CONTRACTOR SHALL STRIP ALL TOPSOIL, STORGEPILE AND BE REMOVED FROM THE SITE.
2. SITE EARTHWORKS LIMITED SHALL DEPTH ASPHALT MILLING AND ASPHALT PATCHES SHALL BE 12" MINIMUM. ALL PATCHES ARE TO BE PLANTED THAT SHALL HAVE 7' MINIMUM WIDE AREAS WHERE ASPHALT AND EXISTING STONE BASE IS REMOVED.
3. INSTALLATION OF ALL STORM SLOPES AND INLETS.
4. INSTALLATION OF STORMWATER DRAINAGE AND GUTS WITH POSTS SPACING 42' 6" AND TERMINAL SECTION SINGLED AT ENDS.
5. LANDSCAPING UNLESS OTHERWISE INDICATED (4" WHITE) SHALL BE INSTALLED BY THE CONTRACTOR FOR PARKING STALLS AND CROSSWALKS.
6. BACKFILLING OF ALL EDGES OF ASPHALT WITH TOPSOIL SHALL BE PERFORMED BY THE CONTRACTOR. ALL DISTURBED AREAS SHALL ALSO BE REVEGETATED WITH TOPSOIL AND SEEDED (PERMUT FORMULA B) AND MULCHED WITH STRAW.
7. ALL ADA AREAS ARE TO HAVE A MAXIMUM CROSS SLOPES OF 2% IN ANY DIRECTION.
8. CROSSWALKS TO BE LAIDDER STYLE PAINTED WHITE (4" OUTSIDE LINES WITH 12" BARS SPACED 3' 0" C.)
9. DONE PROJECT SIGN BY OTHERS. (TOWNSHIP)
10. AREA "B" BLEACHER CONCRETE PAD AND BLEACHERS BY OTHERS. (COSTARS FUTURE)
11. LANDSCAPING BY OTHERS (ALL FURNISH 4" MINIMUM STD. 1/2" SEE "LANDSCAPE AREAS" BELOW FOR MORE INFORMATION)



LANDSCAPE AREAS

LANDSCAPING NOTES: (ALTERNATE BID "A")

1. LANDSCOPY TO BE INSTALLED BY OTHERS SHALL CONSIST OF :
 - 1.45 TON OF STELLA DUNE, 1000L, SPINEX 16"X24"
 - 1.45 TON OF STELLA DUNE, 1000L, SPINEX 16"X24"
 - 4 RED SAMSET MATT 1.2 - 1.2 - 3" CALTYPE
 - 3 KROMAX CHEWY 1.2 - 1.2 - 3" CALTYPE
2. PLANTING LOCATIONS AS DIRECTED BY ENGINEER IN THE LANDSCAPE ISLANDS
3. IN THE ISLAND AREAS, INSTALL TYPAR LANDSCAPE FABRIC WITH 6" GROUND MOUNTED ANCHORS TO BE SECURED TO THE GROUND BY THE CONTRACTOR. (COLOR TEAL)
4. CONCRETE TO BE APPLIED TO FILL ALL LANDSCAPE ISLANDS. ALL TOPSOIL TO BE REAPPLIED TO FILL ALL LANDSCAPE ISLANDS. ALL TOPSOIL

AREA "A" - UPPER LOT AND ADA WALKS
AREA "B" - BLEACHER PAD AND BLEACHERS
BRC-PAD-27-184



SHOJI ENGINEERING INC.

ENGINEERING-PLANNING-SURVEYING

309 SUMMERFIELD DRIVE
MADISON, PENNSYLVANIA 15068
(724) 862-0200
info@sumcamp.com www.sumcamp.com

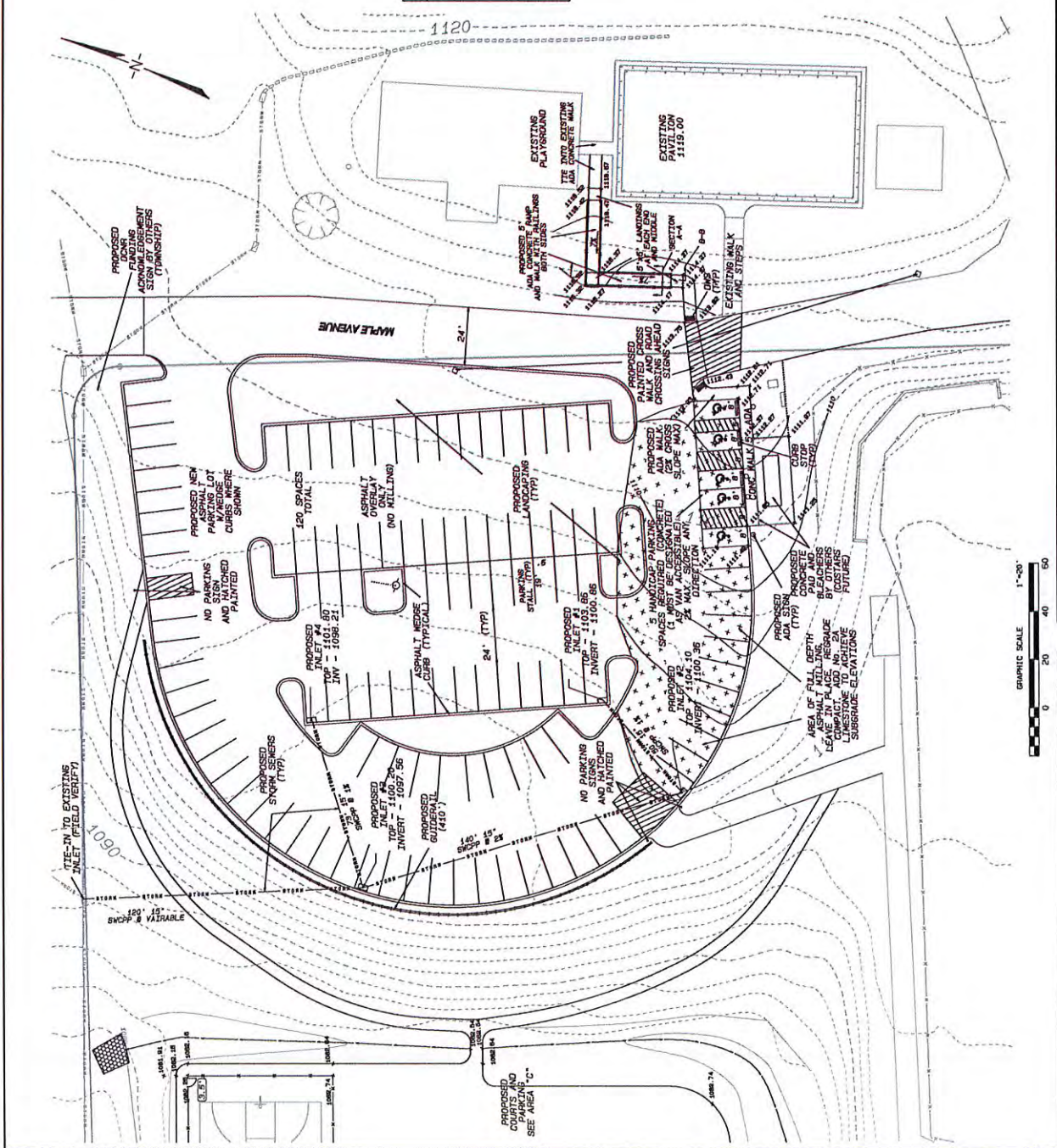
WEST DEER TOWNSHIP

BAIRD FORD PARK

IMPROVEMENTS

AY-SSN	DATE- 12/14/22	SHEET 2 OF 4
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DATE RECEIVED	SCALE: AS NOTED	JOB #: 10024
BY: SAS		



1. CONTRACTOR SHALL STRIP ALL TOPSOIL, STOCKPILE AND REUSE TOPSOIL AS REQUIRED. UNUSED TOPSOIL SHALL BE REMOVED FROM THE SITE.

4. INSTALLATION OF ALL AGGREGATE BASE AND WORK NECESSARY TO COMPLETE THE ASPHALT ACCESS DRIVE, PARKING LOT, COURT PAUS AND WALKS.
 5. LIMESTONED UNLESS OTHERWISE INDICATED (1" WHITE) SHALL BE USED FOR ALL CURBS, DRIVEWAYS, SIDEWALKS, DRIVE PAVEMENTS, INTERSTITIAL CURB BLOCKS AND ADA SLOPS.
 6. BACKFILLING OF ALL EDGES OF ASPHALT WITH TOPSOIL MUST BE PERFORMED BY THE CONTRACTOR. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH TOPSOIL AND SEEDED (PINPOINT FORMULA B) AND MULCHED WITH STRAW.
 7. ALL ADA AREAS ARE TO HAVE A MAXIMUM CROSS SLOPES OF 2% IN ANY DIRECTION.
 8. MALKS ARE TO BE 5' WIDE, ADA WHERE APPLICABLE.
 9. INSTALLATION OF BASKETBALL POSTS, HOOPS AND NETS AND TENNIS/PING PONG BALL NET, BASKETBALL POST/HOOP/NET AND TENNIS/PING PONG BALL NET AND MARKING SURFACES SHALL BE CONSTRUCTION GRADE OR BETTER. ALL SURFACES SHALL BE FIRM, STABLE, DURABLE, NON-SLIPpery, AND MEET CURRENTLY APPLICABLE FCIM SYSTEM OR APPROVED EQUAL.
 10. INSTALLATION OF GEOTEXTILE LINER, NO. 2A LIMESTONE AND EXCISE FOR GAGA BALL AREA.
- OTHER NOTES:
1. GAGA BALL PIT ABOVE GROND ENCLOSURE, BY OTHERS (COSTARS).
 2. PAVILION WITH CONCRETE PAD BY OTHERS (COSTARS FUTURE).
 3. REMEDIATION OF EXISTING CONCERN WHICH ATTACHED PROPERTY TO BE REMEDIATED BY OTHERS (COSTARS)
 4. APPLICATION OF SPORT COURT SURFACES. (ALTERNATE BID "B")

1. GAGA BALL PIT ABOVE GROUND ENCLOSURE, BY OTHERS (COSTARS) .
2. PAVILION WITH CONCRETE PAD BY OTHERS (COSTARS FUTURE) .
3. INSTALLATION OF FENCING, WHICH INCLUDES POSTS AND GATES TO SURROUND BASKETBALL, AND TENNIS/PICKLEBALL COURT, BY OTHERS. (COSTARS)
4. APPLICATION OF SPORT COURT SURFACES. (ALTERNATE BID "B")



BRC-PRD-27-184



SHOLIP ENGINEERING INC.

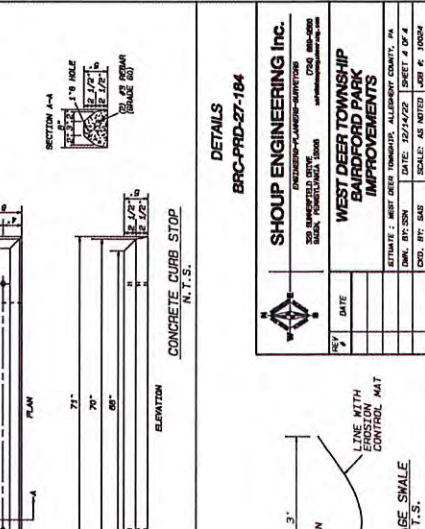
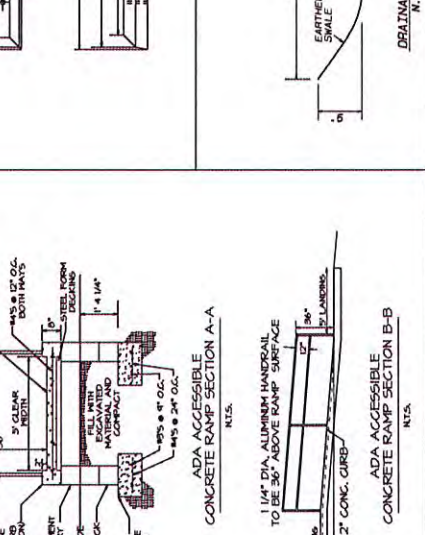
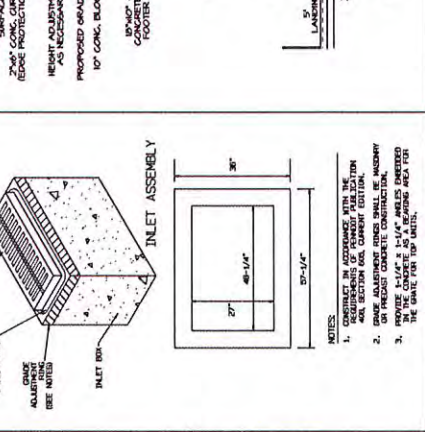
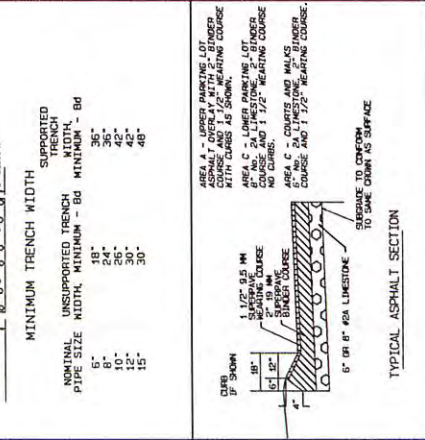
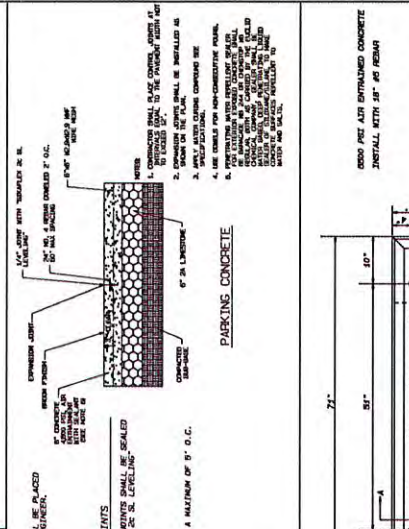
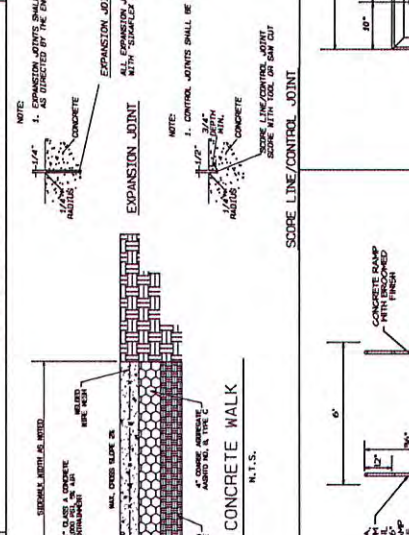
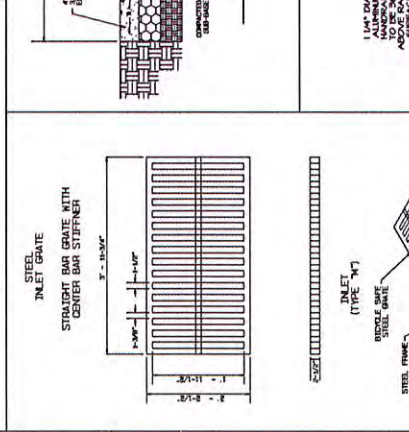
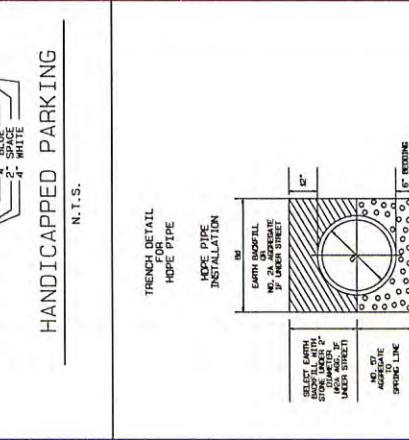
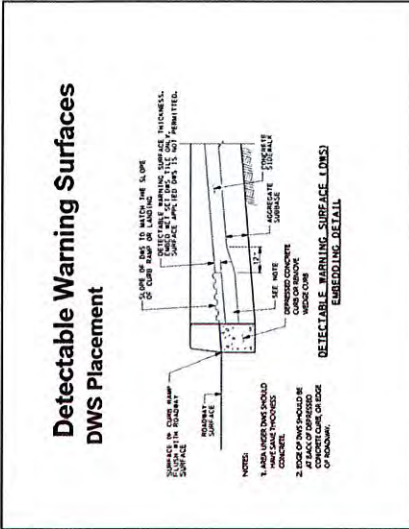
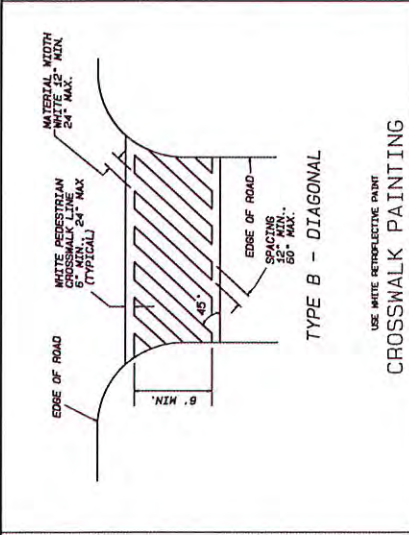
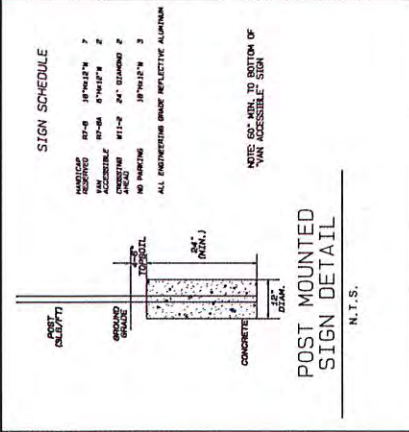
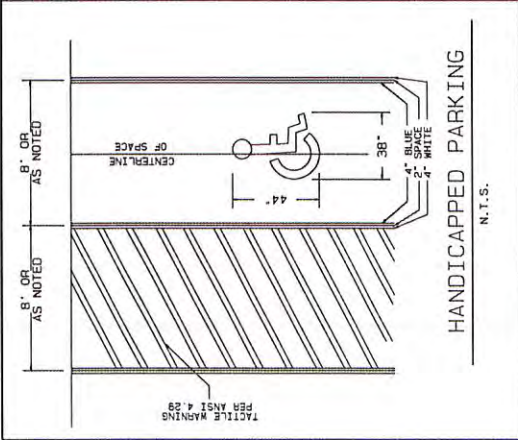
ENGINEERING PLANNERS-SURVEYORS

300 BLANCKFELD DRIVE
SACON, PENNSYLVANIA 15006
724 839-3295
jef@delcom.com

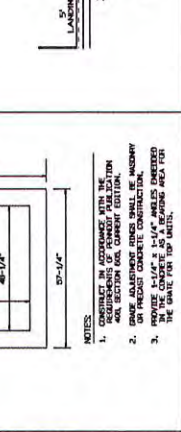
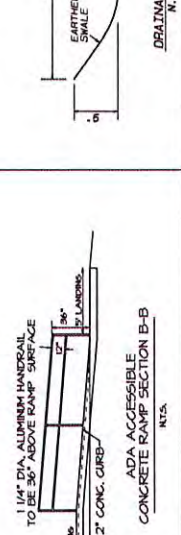
**WEST DEER TOWNSHIP
BAIRD FORD PARK
IMPROVEMENTS**

BY: SSN	DATE: 12/14/22	SHEET 9 OF 4
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BY: SAS	SCALE: AS NOTED	JOB #: 10024
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SHOUP ENGINEERING INC. INCORPORATED IN ALABAMA 300 UNIVERSITY DRIVE MOBILE, ALABAMA 36688 205-836-0800 shoupengineering.com	
PROJECT: WEST DEER TOWNSHIP BARDFORD PARK IMPROVEMENTS	DATE: 12/14/22
ATTN: WEST DEER TOWNSHIP, ALABAMA COUNTY, AL	SCALE: AS NOTED
PROJECT NO.: 2022-000	SHEET NO.: 4 OF 4



22

AUTHORIZATION: ADVERTISEMENT (ROAD PROGRAM)

ATTACHED IS THE TOWNSHIP ENGINEER'S RECOMMENDED ROAD LIST FOR THE 2023 ROAD IMPROVEMENT PROJECT.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE TOWNSHIP ENGINEER TO ADVERTISE AND SOLICIT BIDS FOR THE 2023 ROAD IMPROVEMENT PROJECT.

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

The following are the streets for the 2023 Road Improvement Project:

HOT MIX ASPHALT - Haven Hill Road

Canter Lane

Allison Road

Martin Road

COLD MIX ASPHALT - Base Bid - West Starz Road (portion)

Alternate Bid - Logan Road

DOUBLE SEAL COAT - Rittman Road

Glasgow Road

Donaldson Road

Shuster Road

Superior Road

West Starz Road

23

**AUTHORIZATION: WEST DEER TOWNSHIP MUNICIPAL BUILDING
PRELIMINARY AND FINAL LAND DEVELOPMENT PLAN**

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE WEST DEER TOWNSHIP MUNICIPAL BUILDING PRELIMINARY AND FINAL LAND DEVELOPMENT PLAN AT THEIR JANUARY 26, 2023 MEETING.

PROPERTY LOCATION: 133 EAST UNION ROAD, CHESWICK, PA
ZONING DISTRICT: C-2 – HIGHWAY COMMERCIAL

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE PLAN SUBJECT TO FOLLOWING CONDITIONS:

- 1. DEVELOP A CONNECTION WALKWAY (NON-ADA) FROM THE PROPOSED NORTHERN TRAIL TO THE DOG SHELTER.
- 2. INCLUDE STRIPING FOR A FUTURE CROSSWALK WHERE THE FUTURE SIDEWALK MEETS THE MAIN ENTRANCE DRIVE OFF OF EAST UNION ROAD.
- 3. INSTALL DEER RESISTANT ARBORVITAE AS SCREENING FOR THE DUMPSTER ENCLOSURE.
- 4. SHOW THE FUTURE ACCESS CONNECTING IT TO THE PUBLIC WORKS SALT STORAGE AREA.

MR. SHOUP...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE WEST DEER TOWNSHIP MUNICIPAL BUILDING PRELIMINARY AND FINAL LAND DEVELOPMENT PLAN PER THE RECOMMENDATION OF THE PLANNING COMMISSION.

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



West Deer Township Planning Commission
Meeting Report for January 26, 2023

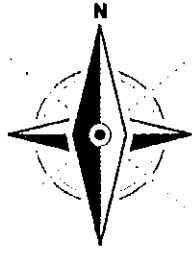
Project Name: **NEW WEST DEER MUNICIPAL BUILDING – LAND DEVELOPMENT**

Property Location: West Deer Twp. – Allegheny County: 109 East Union Road
Parcel # 1511-L-071

Zoned: C-2: Highway Commercial

First motion by Mr. Hollibaugh and second motion by Ms. Rojik to **RECOMMEND APPROVAL**, voting was unanimous, of the New West Deer Municipal Building – Land Development with the following conditions:

1. Develop a connection walkway (non-ADA) from the proposed northern trail to the dog shelter.
2. Include striping for a future crosswalk where the future sidewalk meets the main entrance drive off of East Union Road.
3. Install deer resistant arborvitae as screening for the dumpster enclosure.
4. Show the future access connecting in to the public works salt storage area.



SHOUP ENGINEERING

FOR OVER 50 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

February 9, 2023

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

Via Email

Re: New West Deer Township Municipal Building
Preliminary and Final Land Development Plan (plans latest revised February 6, 2023)

Dear Mr. Mator,

The following responses are offered regarding the conditions of approval placed by the Township Planning Commission at their meeting of January 26, 2023 on the above-referenced plan.

COMMENT NO. 1: Develop a connection walkway (non-ADA) from the proposed northern trail to the dog shelter.

RESPONSE: A future walkway is now shown on the site plans connecting the proposed northern trail to the dog shelter.

COMMENT NO. 2: Include striping for a future crosswalk where the future sidewalk meets the main entrance drive off of East Union Road.

RESPONSE: Striping for a future crosswalk across the main entrance drive off of East Union Road is now shown on the site plan.

COMMENT NO. 3: Install deer resistant arborvitae as screening for the dumpster enclosure.

RESPONSE: Deer resistant arborvitae have been added to the landscaping plan for screening at the dumpster enclosure.

COMMENT NO. 4: Show the future access connecting in to the public works salt storage area.

RESPONSE: Site plan now shows the future access connecting the rear parking lot to the public works salt storage area.

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

Mr. Daniel Mator
New West Deer Township Municipal Building
Preliminary and Final Land Development Plan (plans latest revised February 6, 2023)
February 9, 2023
Page 2

Sincerely,

SHOUP ENGINEERING INC.



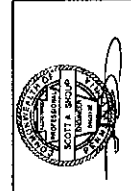
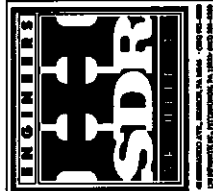
Scott A. Shoup, P.E.

cc: Joseph Shook, via email
Dorothy Moyta, via email
Jodi French, via email

SHEET NO. **SP 1.3**
 PROJECT NO. **1022**
 DRAWING NO. **1022-1**
 DATE **10/1/00**

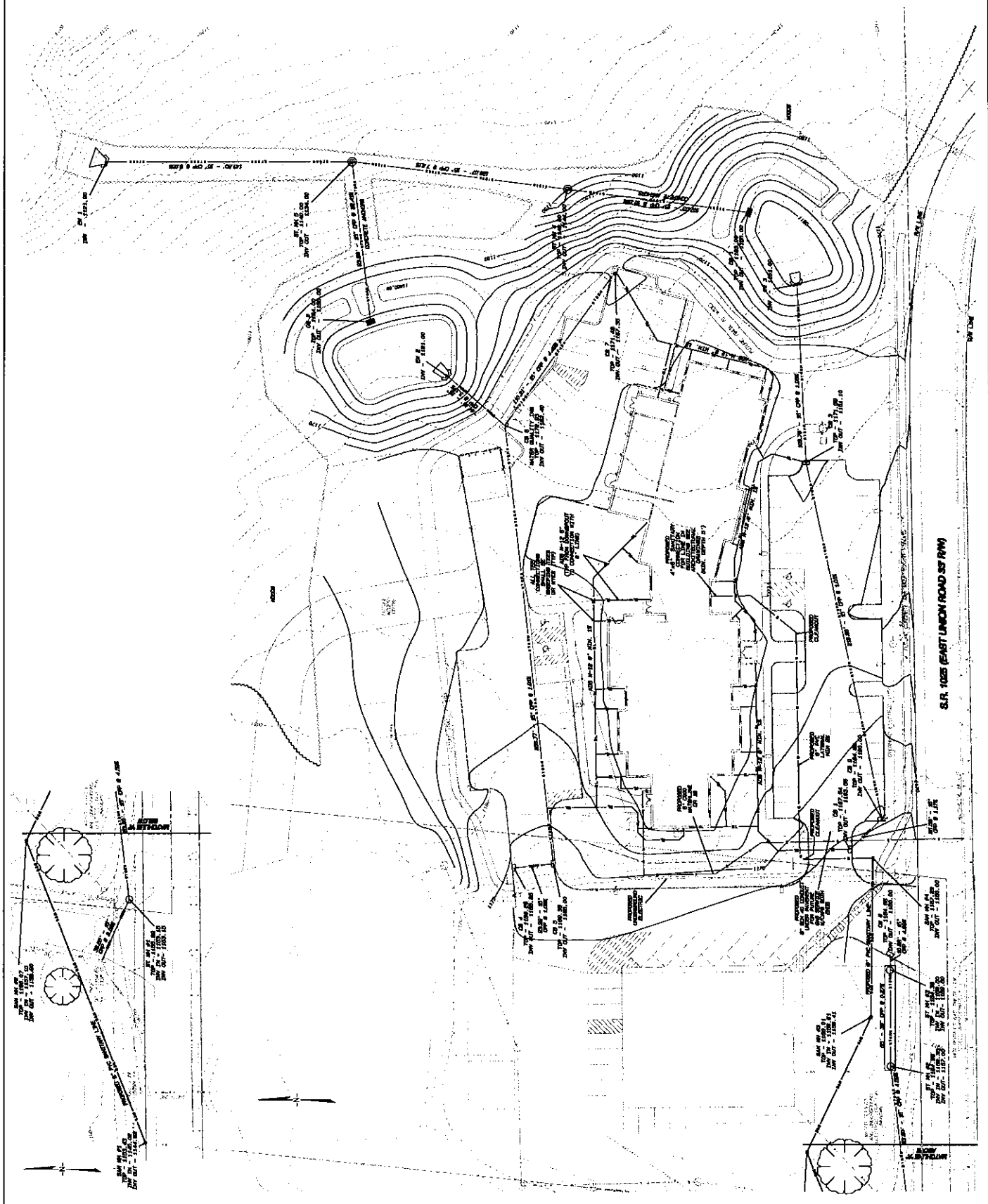
SCALE
 1" = 40'

PROJECT
 NEW MUNICIPAL BUILDING
 WEST DEER TOWNSHIP
 DEER TOWNSHIP



NEW MUNICIPAL BUILDING
 WEST DEER TOWNSHIP
 DEER TOWNSHIP
UTILITY PLAN

SHEET NO. **SP 1.3**
 PROJECT NO. **1022**
 DRAWING NO. **1022-1**
 DATE **10/1/00**



WEST DEER TOWNSHIP
109 East Union Rd. • Cheswick, PA 15024
724-265-2780 (Code Enforcement Office)

SUBDIVISION AND LAND DEVELOPMENT APPLICATION

APPLICATION NO. _____

Application For:

- ☐ Preliminary Subdivision
☐ Final Subdivision
☒ Land Development
☐ PRD
☐ Lot Line Revision

Location of Property: 133 EAST UNION ROAD, CHESWICK PA 15024
Parcel Lot and Block No.: 1511 - L - 71
Name of Subdivision/Land Development: WEST DEER TOWNSHIP MUNICIPAL BUILDING PROJECT

Name of Applicant: WEST DEER TOWNSHIP
E-Mail Address: DMAFOR@WESTDEERTOWNSHIP.COM
Address: 109 EAST UNION ROAD
CHESWICK, PA 15024
Telephone No.: 724-265-3680

Name of Property Owner(s): SAME AS APPLICANT
E-Mail Address: _____
Address: _____
Telephone No.: _____

Surveyor/Engineer: SCOTT SHOUP, P.E. - SHOUP ENGINEERING INC.
Address: 329 SUMMERFIELD DRIVE
BROOK PA 15005
Telephone No.: 724-869-9560 E-Mail: SSHOUPE@SHOUPENGINEERING.COM
Purpose of Development: NEW MUNICIPAL BUILDING

Proposed Use: Single Family ☐ Two Family ☐ Multi Family ☐
 Townhouse ☐ Commercial ☐ Industrial ☐
 Other MUNICIPAL BUILDING

Total Acreage of Tract: 57.3
No. of Acres to be Developed: 2.45 Number of Lots: 1
Percentage of Lot Coverage: 1.40 Min. Lot Size: EXISTING
Estimated Start of Construction: FALL 2023

Zoning District: C-2

Use Permitted by: ☒ right ☐ special exception ☐ conditional use

Waivers requested (list section & hardship) and/or special situations or circumstances:

N/A

Water Supply: ☒ Public ☐ Other (specify _____)

Sewage Disposal: ☒ Public ☐ Other (specify _____)

Off-street Parking: ☐ Garage ☐ Driveways ☒ Other ☐ None

Streets: Lineal feet of new streets N/A

Proposed for Dedication: ☐ Yes ☐ No

Existing Use: VACANT

Number of Existing Lots: 1

Existing Acreage: 51.3

Location of Existing Buildings: NONE

Current Parking Spaces: NONE

Existing Parking Surface Area: NONE

Access Driveway Location: UTILIZING DRIVEWAY FOR Width: VARIABLE
109 ENE UNION ROAD

Proposed Use: NEW MUNICIPAL BUILDING

Description of Building(s): ONE-STORY MUNICIPAL BUILDING

Additional Parking Spaces: 69 NEW SPACES

Access Driveway Location: 109 ENE UNION ROAD Width: VARIABLE

Current Employees: VARIABLE New Employees: NONE

Percentage of Lot Coverage: 1%

Phase:

Total Number of Phases: ONE

Phase Number of this Application: _____

Total Acres: _____

Acres this Phase: _____

Total Lots: _____

Lots this Phase: _____

Total Lineal Feet of Storm Sewer: _____

Total Storm Sewer this Phase: _____

Environmental Standards:

Will the proposed use generate any of the following conditions?

Smoke	<input type="checkbox"/>	Electrical Interference	<input type="checkbox"/>
Air Pollutants	<input type="checkbox"/>	Vibrations	<input type="checkbox"/>
Odors	<input type="checkbox"/>	Noise	<input type="checkbox"/>
Water Pollutants	<input type="checkbox"/>	Radioactive Emissions	<input type="checkbox"/>

NONE

Material stored on site: _____

Applications:

Percolation Test	<u>N/A</u> (date)
DER Planning Module Waiver	<u>N/A</u>
Water Authority	<u>PENDING</u>
Sewer Authority	<u>PENDING</u>
Allegheny Co. Conservation District	<u>PENDING</u>
Allegheny Co. Dept. of Economic Development	<u>PENDING</u>

Right-of-Way:

Agreements of adjacent properties: ☐ Yes ☒ No ☐ N/A

Describe: _____

Easements:

Agreements with adjacent properties: ☐ Yes ☒ No ☐ N/A

Describe: _____



SUBDIVISION AND LAND DEVELOPMENT PLAN APPLICATION

Applications may be submitted M-F, 8:30 AM - 4:00 PM to:

ACED Planning Division, Koppers Building, 436 Seventh Avenue, Suite 500, Pittsburgh, PA 15219

For questions, help, or additional information please email ACEDPlanning@alleghenycounty.us

Part 1: General Information

Property Owner: WEST DEER TOWNSHIP

Contact Name: DANIEL MATOR, MANAGER Phone: 724-265-3680
 Email Address: DMATOR@WESTDEERTOWNSHIP.COM
 Mailing Address: 109 EAST UNION ROAD
CHESWICK, PA 15024

Name of Applicant: WEST DEER TOWNSHIP

Contact Name: _____ Phone: _____
 Email Address: SAME AS ABOVE
 Mailing Address: _____

Plan Preparer: SHOUP ENGINEERING

Contact Name: SCOTT SHOUP, P.E. Phone: 724-869-9560
 Email Address: SSHOUN@SHOUPENGINEERING.COM
 Mailing Address: 329 SUMMERFIELD DRIVE
BADEN PA 15005

Review Type: ☒ Advisory Review ☐ County Approval

Application Status: ☐ Preliminary Plan ☒ Final Plan

Application Type:
☐ Plat Adjustment/Lot Consolidation (no new lots created)
☐ Minor Subdivision (1-3 new lots created)
☐ Major Subdivision (4 or more new lots created, or new street created)
☐ Minor Land Development
☒ Major Land Development

Fee enclosed: \$ _____ (make checks payable to: Allegheny County Economic Development)

LANCE CHIMKA, DIRECTOR
ALLEGHENY COUNTY ECONOMIC DEVELOPMENT
 KOPPERS BUILDING • 436 SEVENTH AVE., SUITE 500 • PITTSBURGH, PA 15219
 PHONE (412) 350-1000 • WWW.ALLEGHENYCOUNTY.US/ECONDEV

Part 2: Location Information

Project Name: WEST DEER TOWNSHIP MUNICIPAL BUILDING PROJECT

Municipality: WEST DEER TOWNSHIP

Project Address/Location: 133 EAST UNION ROAD

CHESWICK, PA 15024

Tax Map Parcel(s) #:

1511-L-71

Attach additional sheet if necessary

Part 3: Zoning Information

Existing Zoning: C-2

Variances Requested: ☐ Yes ☒ No (If Yes, attach description of all variances requested or copy of approved variance)

Conditional Use: ☐ Yes ☒ No (If Yes, attach description of all conditions requested or copy of approved conditions)

Special Exception: ☐ Yes ☒ No (If Yes, attach description of all special exceptions requested or copy of approved special exception)

Part 4: Project Information

Total Plan Area: 51.32 (acres) 2,496,859 (square feet)

Total Acreage to be Developed: 2.45

Total Impervious Area (Sq. Ft.): 52,040

Lots: Initial - 1

Proposed - 1

Phasing:

Is the development proposed to be constructed in phases? ☐ Yes ☒ No

If Yes, attach a phasing plan and a schedule of the projected dates for the final application of each phase.

Proposed Utilities:

Potable Water: ☒ Public ☐ Onsite

Sanitary Sewer: ☒ Public ☐ Onsite

If public, provider: OKMANS WATER AUTHORITY

If public, provider: DEER CREEK DRAINAGE BASIN AUTHORITY

If potable water and/or sanitary sewer services will be publicly provided, attach a statement from the provider indicating it has capacity to serve the proposed development.

Street Information:

Ownership (check all that apply):



State



County



Local



Private

Lineal feet of new streets: 0

Part 5: Notification to Others

As applicable, the following agencies have been notified about the proposed subdivision or site development:



County Health Department

Date: _____



County Public Works

Date: _____



County Conservation District

Date: TO BE FILED
NPDES PERMIT



PennDOT

Date: _____



PA DEP

Date: TO BE FILED
PLANNING MODULE



Other: _____

Date: _____

Part 6: Allegheny County SALDO Compliance

For subdivisions and land developments in municipalities subject to the Allegheny County Subdivision and Land Development Ordinance:

- ❖ All applications must include the applicable information required by **Article IV Application Information** (§780-402 Preliminary Plan Submittal Requirements; §780-403 Final Plan Submittal Requirements)
- ❖ All proposed subdivisions land developments must comply with the applicable standards and requirements of **Article V Design Standards**.

Waiver requested:

☐

Yes

☐

No

If yes, completed application attached:

☐

Yes

☐

No

Modification requested:

☐

Yes

☐

No

If yes, completed application attached:

☐

Yes

☐

No

Part 7: Applicant Declaration

The applicant declares the following (check only one):

- ☒ I am the owner of the property in question.
- ☐ I am the authorized agent for the owner of record to the property for which the application is made.
- ☐ I am a beneficial land owner as defined by the Pennsylvania Municipalities Planning Code. If this box is checked, a copy of the agreement recorded with the Allegheny County Department of Real Estate authorizing the applicant to subdivide or develop the property must be provided.

I/We hereby submit the enclosed land development application to the Allegheny County Department of Economic Development for review and consideration in accordance with the PA Municipalities Planning Code (Act 247 of 1968, as amended) and Art. III §780-303 of the Allegheny County Subdivision and Land Development Ordinance:

Signature of Applicant

Date

APPLICATION SUBMISSION CHECKLIST

All plans shall be prepared according to the requirements of the municipal subdivision and land development ordinance or the Allegheny County Subdivision and Land Development Ordinance, as applicable.

Subdivision and land development plan applications shall be accompanied by the following documents, as applicable:

SUBDIVISION APPLICATIONS	LAND DEVELOPMENT PLAN APPLICATIONS
Plat, prepared according to municipal ordinance or §780-402 and §780-403, as applicable	Site Plan, prepared according to municipal ordinance or §780-402 and §780-403, as applicable
Project Narrative	Project Narrative
Traffic Impact Study ^{1,5}	Traffic Impact Study ¹
Traffic and Circulation Plan ^{1,5}	Traffic and Circulation Plan
Geotechnical Report ^{1,5}	Geotechnical Report ¹
Subsidence Risk Assessment ^{1,5}	Subsidence Risk Assessment ¹
Soil Contamination Assessment ^{1,5}	Soil Contamination Assessment ¹
Utilities Plan ^{1,5}	Utilities Plan
Sewage Facilities Planning Module ^{1,5}	Sewage Facilities Planning Module ¹
Existing Covenants, Easements, or Other Restrictions ^{1,5}	Existing Covenants, Easements, or Other Restrictions ¹
Phasing Schedule ⁵	Phasing Schedule
Grading Plan ^{1,2,5}	Landscape Plan
Stormwater Management Plan ^{1,3,5}	Grading Plan ^{1,2}
Evidence of Notification of Public Service Providers ⁵	Stormwater Management Plan ^{1,3}
Construction Plans for Public and Private Improvements ^{1,4,5}	Evidence of Notification of Public Service Providers
Other Required Permits ^{1,4,5}	Construction Plans for Public and Private Improvements ^{1,4}
	Other Required Permits ^{1,4}
¹ Required for County approval plans only	
² Required only if municipality does not have an adopted grading ordinance	
³ Required only if municipality does not have an adopted stormwater management ordinance	
⁴ Required for Final Plans only	
⁵ Required for Major Subdivisions only	

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AWARD: POLICE F-150 UPFITTING

IT WAS FOUND THAT THE UPFITTING FOR THE 2022 FORD F-150 POLICE TRUCK WAS NOT INCLUDED IN THE COST PRESENTED TO – AND APPROVED BY – THE BOARD.

THE ESTIMATE FROM TEAM FORCE IS ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE UPFITTING OF THE 2022 POLICE F-150 TRUCK TO TEAM FORCE, INC. IN THE AMOUNT OF \$19,267.12.

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

Team Force Inc
482 Railroad Street
Windber, PA 15963
+1 8142420439
bill@papublicsafety.com
www.teamforceinc.com



Estimate

ADDRESS
TOWNSHIP OF WEST DEER
POLICE DEPT

ESTIMATE # 3060
DATE 04/14/2022

P.O. NUMBER
F-150

DATE	ACTIVITY	QTY	RATE	AMOUNT
	INNER EDGE PACK DUO FRONT INNER EDGE RED/BLUE WITH WHITE OVER RIDE, ,CEN COMM CORE, SA315P SPEAKER, SK* SPEAKER BRACKET	1	2,999.00	2,999.00T
	PB400 PB400, Aluminum, Vehicle Specific	1	445.00	445.00T
	I2J ION DUO- 2 FRONT PUSH BUMPER 2 UPPER REAR WINDOW	4	129.00	516.00T
	TLI2J DUO T-ION RED/BLUE- 2 SIDE PUSH BUMPER 2 ABOVE REAR WHEEL WELL - 2 LOWER REAR WINDOW	6	121.00	726.00T
	PSD02FCR WHELEN DUO STRIP LIGHT	1	145.00	145.00T
	psE02FCR WHELEN DUO STRIP LIGHT	1	145.00	145.00T
	I3JC RED-BLUE-WHITE ION MOUNTED UNDER MIRROR	2	148.00	296.00T
	VTX9J DUO RED/BLUE VERTEX- TAIL LIGHTS	2	115.00	230.00T
	PK0121FDT15F150 10-VS PARTITION F-150	1	665.12	665.12T
	TK1261FDT15F150 CARGO DECK SYSTEM WITH DRAW BEHIND DRIVER SEAT	1	1,695.00	1,695.00T
	SETINA DUAL GUN RACK SETINA DUAL GUN RACK WITH 2 HANDCUFF STYLE LOCKS	1	425.00	425.00T
	SETINA WINDOW BARS SETINA STEEL WINDOW BARS	1	195.00	195.00T

DATE	ACTIVITY	QTY	RATE	AMOUNT
	TPA14129	1	215.00	215.00T
	CARGO DECK UPPER SHELF			
	qk0465FDT15F150	1	525.00	525.00T
	REPLACEMENT TRANSPORT SEAT			
	SINGLE PRISONER ONLY F-150			
	C-VS-3000-F150-1	1	825.00	825.00T
	F-150 VEHICLE SPEC CONSOLE			
	c-cup2-1	1	45.00	45.00T
	C-PM-122	1	245.00	245.00T
	INTERNAL PRINTER MOUNT			
	C-ARM-102	2	61.00	122.00
	SIDE MOUNT ARM REST			
	CGX	1	95.00	95.00T
	HAVIS CHARGE GAURD			
	PKG-KB-201	1	515.00	515.00T
	Havis Rugged Keyboard and Keyboard Mount			
	(Patent Pending) System			
	C-HDM-204	1	149.00	149.00T
	8.5" Heavy Duty Telescoping Pole, Side			
	Mount, Short Handle			
	C-MD-112	1	289.00	289.00T
	11" Slide Out Locking Swing Arm with Motion			
	Adapter			
	C-DMM-3006	1	475.00	475.00T
	DASH MOUNT F-150 COMPUTER			
	Installation Supplies	1	1,250.00	1,250.00T
	TONEAU COVER			
	Installation Supplies	1	575.00	575.00T
	Shop parts, Wire, fuse block, circuit breaker,			
	fuses, wire loom, Etc.			
	FREIGHT	1	595.00	595.00
	ESTIMATED FREIGHT CHARGE			
	Labor	1	3,900.00	3,900.00T
	CAMERA-LABOR	1	450.00	450.00T
	INSTALL AND LABOR AND PRICE FOR			
	CAMERA INSTALL			
	16498	1	515.00	515.00T
	Brother PJ722 Printer			

We look forward doing business with you!!!

Please contact Bill Colosimo at (814) 242-0439 or email
bill@papublicsafety.com with any questions or concerns.

All invoices unpaid after 30 days are subject to late fee.

SUBTOTAL	19,267.12
TAX (0)	0.00
TOTAL	\$19,267.12

Accepted By

Accepted Date

25

AWARD: TOWNSHIP BUILDING CLEANING CONTRACT

THE TOWNSHIP RECEIVED THE FOLLOWING BIDS FOR JANITORIAL SERVICES AT THE TOWNSHIP BUILDING.

<u>COMPANIES</u>	<u>BID</u>
CLEANNET USA	\$781.25 PER MONTH
BUILDINGSTARS	\$785.00 PER MONTH
JANI KING	\$1,821.03 PER MONTH

MR. MATOR...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE JANITORIAL SERVICES BID TO BUILDINGSTARS FOR THE CLEANING OF THE TOWNSHIP BUILDING IN THE AMOUNT OF \$785.00 PER MONTH.

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

CLEANNET

10.0 CLEANNET SERVICES AGREEMENT

This is a cleaning agreement by and between CleanNet Systems of Pennsylvania, Inc. (CleanNet) and West Deer Township located at 109 East Union Road, Cheswick, pa 15024 For purposes of this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be \$781.25 for cleaning services per the attached specifications, plus any additional fees for paper products as indicated below plus the applicable taxes.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PRODUCTS:

☐ **Option 1 :** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$ N/A per month. **OR**

☐ **Option 2 :** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**

☒ **Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a 3 time(s) per week basis excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: MON (TUE) WED (TH) FR (SAT) SUN (Circle as Applicable)

Covered areas: Entries, common areas, offices, classrooms, bathrooms, and stairwells = 6940 SF

V. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet Systems of Pennsylvania, Inc. franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. **The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.**

VI. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for one year and will be automatically extended and renewed every year thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the

month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

In the event of default on payments, Customer agrees to pay CleanNet's reasonable attorney fees and collection costs. Jurisdiction and venue for any action under this Agreement shall be in the state and county where CleanNet's office is located.

VII. TERMINATION/CONTRACT: CleanNet will perform all janitorial services specified in the attached work schedule in a satisfactory manner. In the event of non-performance by CleanNet, Customer shall first give verbal notification, followed by written notification specifying in detail the nature of any defect or failure in performance by CleanNet. If CleanNet does not cure such default within thirty (30) days of receipt of such notice and such default is not cured to the reasonable satisfaction of Customer at the end of the thirty (30) days (default period), then Customer shall have the right to terminate this Agreement by giving CleanNet thirty (30) days' written notice from the end of the default period. CleanNet reserves the right to terminate this Agreement upon thirty (30) days' prior written notice, with or without cause, or immediately for non-payment by Customer.

VIII. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

Company: West Deer Township

CleanNet Systems of Pennsylvania, Inc.

Signed by: _____

Signed by: _____

George Perris, Regional Director

Print Name: _____

Date Signed: _____

Date: _____

Start Date: _____

BUILDINGSTARS

BUILDINGSTARS SERVICE AGREEMENT

PERFORMANCE OF SERVICES. 1. Buildingstars shall perform the Cleaning Services described herein beginning _____ at the following location: **West Deer Township at 109 East Union Road Cheswick, PA 15024** ("Customer"). The premises at this location making up the working area under this Agreement ("Areas Serviced") are further defined in the cleaning schedule, attached hereto and by this reference made a part of this Agreement ("Cleaning Schedule"). Buildingstars agrees to furnish all necessary equipment, tools, and cleaning supplies. The Customer shall provide, at its cost, consumable supplies such as: toilet tissue, hand towels, trash can liners and soap.

PAYMENT. 2.1. Customer shall pay to Buildingstars in full the amount set forth on the invoice within 15 days of the invoice date. Invoices over 15 days past due shall accrue interest at the rate of 1.5% per month until paid. Customers serviced 5 times per week or more shall pay for the six major Holidays (or days designated as Holidays): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no service rendered on these days nor will there be any credit on Customer's invoice for these Holidays. If Customer requests services to be provided on any of these Holidays, Customer will be charged double the regular rate for the Holiday.

2.2 In the event any substantial changes are made to the Areas Serviced, the rates for Buildingstars services shall be increased accordingly, and Customer agrees to pay such increase. In the event it shall become necessary for Buildingstars to clean up after or during construction, remodeling, vandalism, burglary, or after any other activity not normally conducted on the Areas Serviced, Customer shall be charged and agrees to pay additional amounts.

2.3 In the event payment of an invoice is not received within 30 days from the date such payment is due, in addition to any other remedies available, Buildingstars may suspend services to Customer until such payment is received. Applicable sales or service taxes will be added to the invoice, where required by state and/or local jurisdictions.

TERM. 3.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, per Section 1, and shall be automatically extended and renewed for additional one (1) year periods on each anniversary date on the same terms and conditions, unless either party shall give written notice by overnight or certified mail of termination at least 30 days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight on the anniversary date. Notwithstanding the foregoing, Buildingstars shall have the right to immediately terminate this Agreement for Customer's breach of this Agreement, and Customer shall have the right to terminate this Agreement for "Non-Performance," which is defined as Buildingstars' failure, neglect, or refusal to perform any item as outlined in the Cleaning Schedule which is not cured within thirty (30) days after receipt of written notice thereof sent by overnight or certified mail, which notice shall specify, in detail, the nature of the Non-Performance.

3.2. In the event Customer terminates this Agreement for any reason other than Non-Performance, Customer agrees to immediately pay an amount equal to 50% of the total minimum sum stated in the Pricing Schedule multiplied by the number of full months remaining under this Agreement. The parties acknowledge and agree that such sum constitutes the parties' good faith estimate of Buildingstars' net damages for Customer's termination.

GENERAL. 4.1. Buildingstars shall not incur any liability for failure to provide services hereunder or prevented by Act of God, fire, strike, riot, war, or any other cause beyond Buildingstars' control. Buildingstars shall not be responsible for loss of Customer's property if placed in or on top of waste containers. Customer hereby agrees to hold Buildingstars and its assigns harmless from any and all liability resulting from any Buildingstars personnel's, or its assigns personnel's, exposure to hazardous or harmful materials, or dangerous conditions.

4.2 All notices under this Agreement will be considered as duly given if in writing and either hand delivered, sent by courier, or sent by certified mail, return receipt requested, to the other party at its address set forth herein or to such other address as may be designated by notice given as herein required.

4.3 This Agreement and attachments constitutes the sole and entire agreement between the parties, which may only be modified in writing. No single or partial exercise by either party of any right or remedy will preclude other or further exercise thereof or the exercise of any other right or remedy. Buildingstars has the right to assign this Agreement, or any or all of its rights or obligations under this Agreement including, but not limited to, its cleaning obligations, to any of its franchisees.

4.4 If Buildingstars incurs any attorneys' fees or other expenses in collecting the payment of fees or seeking enforcement of this Agreement, Customer shall be responsible for paying Buildingstars its reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Pennsylvania. Any legal action with respect to this Agreement shall be brought in the State courts of Pennsylvania.

4.5 Customer agrees that during the term of this Agreement, and within 180 days after termination or expiration, Customer will not employ or hire any employees, agents, or representatives of Buildingstars or Buildingstars' franchisees to perform Cleaning Services without the express written consent of Buildingstars.

Pricing Schedule:

5,501 sq. ft. serviced 3 times per week for a charge of: \$785.00 monthly.

Customer Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

CLEANING SCHEDULE

for

West Deer Township

SERVICE AREA	FREQUENCY
---------------------	------------------

Entrances, Lobby, & Hallways

- | | |
|-------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Dust horizontal surfaces | Per Visit |
| <input type="checkbox"/> Vacuum carpeting | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Spot clean interior glass | Per Visit |
| <input type="checkbox"/> Clean glass on entry doors | Per Visit |
| <input type="checkbox"/> Vacuum and/or wipe furniture | Weekly |

Private Offices, Cubicles/Workstations, & Meeting/Conference Rooms

- | | |
|-------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Spot clean interior glass | Per Visit |
| <input type="checkbox"/> Vacuum high traffic areas of carpeting | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Dust horizontal surfaces; including window sills | Weekly |
| <input type="checkbox"/> Vacuum hard to reach areas of carpeting | Weekly |
| <input type="checkbox"/> High dust areas including vents, blinds, and door frames | Monthly |
| <input type="checkbox"/> Low dust areas including chair legs and table legs | Monthly |
| <input type="checkbox"/> Wipe and sanitize telephones | Monthly |
| <input type="checkbox"/> Dust baseboards | Quarterly |
| <input type="checkbox"/> Empty recycling containers | As Needed |

SERVICE AREA**FREQUENCY****Break Room, Kitchen, & Coffee Bar**

- | | |
|-------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Sanitize touchpoints: door, refrigerator, and microwave handles | Per Visit |
| <input type="checkbox"/> Clean and straighten coffee areas | Per Visit |
| <input type="checkbox"/> Clean tables, chairs, and countertops | Per Visit |
| <input type="checkbox"/> Spot clean walls | Per Visit |
| <input type="checkbox"/> Clean front of water cooler and refrigerator | Per Visit |
| <input type="checkbox"/> Clean microwave(s); inside and out | Per Visit |
| <input type="checkbox"/> Vacuum carpeting | Per Visit |
| <input type="checkbox"/> Dust top of refrigerator(s) | Weekly |

Restrooms

- | | |
|--------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Clean and disinfect toilet bowls | Per Visit |
| <input type="checkbox"/> Scour and disinfect sinks and polish fixtures | Per Visit |
| <input type="checkbox"/> Clean and disinfect countertops | Per Visit |
| <input type="checkbox"/> Clean mirrors | Per Visit |
| <input type="checkbox"/> Empty trash, spot clean container, and replace liners | Per Visit |
| <input type="checkbox"/> Dust vents and horizontal surfaces | Per Visit |
| <input type="checkbox"/> Spot clean walls, light switches, and cabinets | Per Visit |
| <input type="checkbox"/> Restock restrooms with supplies | Per Visit |
| <input type="checkbox"/> Sweep, mop, and disinfect floors | Per Visit |

Janitorial Closets & Storage Areas

- | | |
|-------------------------------------------------------|-----------|
| <input type="checkbox"/> Remove trash and empty boxes | Per Visit |
| <input type="checkbox"/> Clean sink | Per Visit |
| <input type="checkbox"/> Sweep and mop floors | Weekly |

Incentive Program for our Service Workers

The additional 12% has allowed us to create a great compensation and incentive program for our service workers. Here is how it works:

We pay a base dollar amount that increases periodically based on performance.

We pay a monthly bonus based on:

- Completion of initial and periodic training programs
- Performance of required cleaning tasks to meet customer expectations
- Professional conduct and appearance in customer's facility
- Attendance and punctuality
- Communication with Corporate Manager

We offer a \$100 referral fee to current Service Workers for each new Service Worker that becomes part of our team.

In addition to the various financial incentives, we are constantly looking for ways to recognize our people for a job well done.

We are able to attract a higher quality Service Worker by offering a higher wage and keep them motivated through our incentive and recognition programs. Average compensation for service workers is \$2–\$4 an hour above the industry standard.

JANI-KING



JANI-KING MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Pittsburgh, Inc. ("Jani-King") and West Deer Township.

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin 02/01/2023
- 1.2. The term of this Agreement shall be for 1 year(s) from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas 3 times per week on the days checked:

Monday Tuesday ✓ Wednesday Thursday ✓ Friday Saturday ✓ Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King franchisee personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or employees of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second

notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.



IN WITNESS WHEREOF, the Parties hereto have set their hands
this 5th day of January, 2023.

Jani-King of Pittsburgh

Signature of Jani-King's Authorized Agent

Glenn Bertha - Regional Director

Print Name/Title

West Deer Township

Signature of Client's Authorized Agent

Print Name/Title

Notice Address for Jani-King:

Street: 2000 Cliff Mine Rd., #410

City: Pittsburgh

State: PA

Zip Code: 15275

Billing and Notice Address of Client:

Street: 109 East Union Road

City: Cheswick

State: PA

Zip Code: 15024



EXHIBIT A
JANI-KING MAINTENANCE AGREEMENT

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Street: 109 E. Union Road
City: Cheswick
State: Pennsylvania
Building Name(s): West Deer Township Municipal Building

Named Areas:

A.	Offices / Cubicles / Common Areas
B.	Entry / Hallways / Lunch /
C.	Meeting / Conference
D.	Sgt / Officers / Interview / Lobby / Desk
E.	Restrooms

Daily Cleaning (Three Nights per Week)

A. Offices / Cubicles / Common Areas, Entry / Hallways / Lunch, Meeting / Conference, Sgt / Officers / Interview / Lobby / Desk

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
3. Thoroughly dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, and all manner of furnishings. (No workstations in officers' area. Center console area only)
4. Damp wipe all horizontal surfaces to remove coffee rings and spillage, as needed.
5. Dust and sanitize all telephones.
6. Dust mop hard surface floors with a treated dust mop.
7. Damp mop hard surface floors to remove any spillage from soiled areas.
8. Clean fingerprints from entrance and partition glass.

B. Restrooms

1. Stock towels, tissue, and hand soap. (Client to furnish)
2. Empty trash receptacles and wipe if needed.
3. Clean and polish mirrors.
4. Wipe towel cabinet covers.
5. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
6. Toilet seats to be cleaned on both sides using a disinfectant.
7. Scour and sanitize all basins. Polish bright work.
8. Dust partitions, top of mirrors, and frames.
9. Remove splash marks from walls around basins.
10. Mop and rinse restroom floors with a disinfectant.



Monthly Cleaning (One Night per Month)

A. Offices / Cubicles / Common Areas, Entry / Hallways / Lunch, Meeting / Conference, Sgt / Officers / Interview / Lobby / Desk

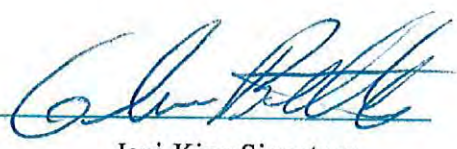
1. Damp wipe exterior of appliances.
2. Dust and/or damp wipe bottom supports of office chairs
3. Perform high dusting not mentioned in nightly cleaning.
4. Dust window blinds as needed.
5. Dust and/or damp wipe accessible vertical surfaces of office furniture such as file cabinets, tables, and desks.
6. Dust and/or damp wipe and disinfect main table in meeting room where Council Members sit.
7. Remove fingerprints from around light switches and door frames.
8. Disinfect door handles / Grab bars.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the **monthly** charge of:

One Thousand Eight Hundred Twenty-One Dollars and Three Cents (\$1,821.03) (Tax Not Included)

Client's Authorizing Signature


Jani-King Signature

Print Name/Title

Glenn Bertha – Regional Director

Print Name/Title

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PROMOTIONS: FULL-TIME POLICE OFFICERS

THE BOARD APPROVED THE PROMOTION OF TWO PART-TIME POLICE OFFICERS TO FULL-TIME POLICE OFFICERS IN THE 2023 TOWNSHIP BUDGET.

THE PROCESS FOR PROMOTING TWO CURRENT POLICE OFFICERS FROM PART-TIME TO FULL-TIME STATUS HAS BEEN COMPLETED.

THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LOPER RECOMMENDING THE PROMOTION OF OFFICER CONNOR DOBRANSKY AND OFFICER ANDREW LINDNER TO THE POSITIONS OF FULL-TIME POLICE OFFICERS.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO APPROVE THE PROMOTION OF CURRENT PART-TIME POLICE OFFICERS CONNOR DOBRANSKY AND ANDREW LINDER TO THE POSITIONS OF FULL-TIME POLICE OFFICERS EFFECTIVE FEBRUARY 25, 2023.

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

INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert J. Loper, Chief of Police
Subject: Recommendation- Hiring of Full-Time Officer
Date: February 6, 2023

Mr. Mator,

The Board of Supervisors budgeted the promotion of two part-time officers to full-time officers for the year 2023. With the approval of the Board of Supervisors, a full-time police promotional test process was administered to three part-time officers who chose to take this exam. The multiple choice exam and essay portion was administered on February 2, 2023. The interview portion was administered on February 6, 2023.

I am requesting that Officer Connor Dobransky and Officer Andrew Lindner be promoted to full-time officers for the West Deer Township Police Department during the February 15, 2023 Board of Supervisors Meeting. These two officers scored the highest on the testing process. The promoted officer's seniority will be based upon their exam results from the highest score to the lowest score.

*Please consider February 25, 2023 as the official starting date of full-time service for Officer Dobransky and Officer Lindner.

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OLD BUSINESS

28

NEW BUSINESS

29

ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

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