

BUTLER COUNTY BOARD OF COMMISSIONERS

Public Meeting

Wednesday, January 28, 2026

10:00 AM

AGENDA

I. CALL MEETING TO ORDER

II. MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT ON AGENDA ITEMS

IV. APPROVAL OF MINUTES

- January 14, 2026, Public Meeting

V. PROCLAMATIONS AND PRESENTATIONS

VI. FINANCE REPORT

A. November 30, 2025 Report

VII. OLD BUSINESS

VIII. BOARD OF ELECTIONS

IX. NEW BUSINESS

A. Court Administration

1. Approval of a Cost of Ownership Lease Agreement for the Ground Floor Upper Level of the Butler County Government Center (Domestic Relations) for the period 1/1/26 - 12/31/26, in the amount of \$12,007.66.

B. District Attorney's Office

1. Approval of the SAVIN Maintenance and Service Agreement between the Pennsylvania District Attorneys Institute and Butler County for the period 1/1/26 - 12/31/26, regarding respective responsibilities to maintain the SAVIN system so that county jails can provide the information required by law to victims about offender movement.

C. Recorder of Deeds

1. Approval of a Software Maintenance Agreement with DTS for software updates/software support included for all Trakrecord Modules for the three-year period 1/1/26 - 12/31/28, in the amount of \$39,400/year, with authorization for the Chairman to sign.

D. Emergency Services

1. Approval of the State Park Activities License Agreement with the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, to allow the Water Rescue Team to train at Moraine State Park, as well as McConnell's Mills, with an administrative fee of \$100, with authorization for the Chairman to sign.

2. Approval to reappoint the following individuals to the Communications Council for the three-year term 1/1/26 - 12/31/28:

- Glenn Porter
- Terry Seilhamer
- Joe McCombs
- William Algren

3. Approval to reappoint the following individuals to the LEPC for the three-year term 1/1/26 - 1/1/29:

- Kevin Boozel, Commissioner
- Jon Aglioi, Vice Chairman
- Craig Adams
- Nathan Bacher
- Steven Bicehouse
- Maria Chvala
- Dennis Crawford
- Paula Gabriel
- Chad Hershberger, Secretary
- Brent Hilderbrand
- Scott Hoffman, Chairman
- Mark Lauer
- David Malarkey
- Frank Monteleone
- Kevin Smith
- Terry Steinheiser

E. Facilities & Operations

1. Approval of a five-year (2026 - 2030) Elevator Maintenance Contract with Industrial Commercial Elevator for professional services for the elevator at Ritzert Hall, in the amount of \$195/month, with authorization for the Chairman to sign.
2. Approval of a one-year Planned Maintenance Agreement Renewal with The Verdin Company for clock tower maintenance in the amount of \$890/year, with authorization for the Chairman to sign.

F. Human Services (See Attachment)

1. Approval of the ANR #2 Amendment for the period 7/1/25 - 6/30/26 to add Shared Ride Cost Settlement for losses incurred in FY 2025/26 totaling \$330,000 (Agreement upon Availability of Funding from PennDOT).

G. Human Services - Drug & Alcohol (See Attachment)

1. Approval of a six-month Extension Modification Agreement with the Cranberry Township Comprehensive Treatment Center for the period 7/1/25 - 12/31/25 for Methadone Maintenance - Adults 1.0-OTP, in the amount of \$15.60/day.

H. Human Services - Children & Youth (See Attachment)

1. Approval of the Butler County Children and Youth/Juvenile Probation contract with Community Specialists Corporation dba New Outlook Academy for the period 7/1/25 - 6/30/26.
2. Approval of the following Butler County Children and Youth/Juvenile Probation contracts for attorney services for the period 1/1/26 - 6/30/29:
 - a. David L. Montgomery, Esq. - \$9,985/month
 - b. Kenneth Harris, Esq. - \$7,000/month

I. Parks and Recreation

1. Approval of the 2026 Shelter Rental Fee Schedule per recommendation of the Butler County Parks and Recreation Advisory Board.
2. Approval of the 2026 Program Fees per the recommendation of the Butler County Parks and Recreation Advisory Board.
3. Approval of the 2026 Alameda Waterpark fees, discounts and definitions per the recommendation of the Butler County Parks and Recreation Advisory Board.
4. Approval to reappoint the following individuals to the Parks and Recreation Advisory Board for the period 1/1/26 - 12/31/28:
 - Denton Zeronas - Region 1
 - Virgil Cousins - At Large
 - Lisa Campbell - At Large

J. Planning - CDBG

1. Report on bid opening results for the Butler Township Storm Water project.
2. Potential approval to award the Butler Township Storm Water project bid.
3. Approval to bid out the following projects in 2026:
 - a. Penn Township Demolition - 2023 funds
 - b. Penn Township Harcrest Park project - 2024 and 2025 funds
 - c. Slippery Rock Borough storm sewer project - 2024 funds
 - d. Karns City Borough manhole project - 2025 funds
 - e. Petrolia Borough manhole project - 2025 funds
4. Approval of the revised 2025 CDBG application. Due to an activity change after submission of the 2025 application, the County was required to hold another public hearing to meet our citizens participation requirement. That public hearing was held this morning at 8:30 a.m. in the UL Conference Room. The change was taking the Slippery Rock Township Road improvements allocation of \$100,899 and changing it to housing rehabilitation.

K. Prison

1. Approval of a 36-month Standard Dishmachine Rental Agreement with Ecolab for the dishwasher water softener system at the prison, in the amount of \$130/month. This is necessary to prevent buildup in the lines, which has been an issue, with authorization for the Chairman to sign.

L. Procurement

1. Approval of a WetGo Unlimited - Yearly (1/1/26 - 12/31/26) Subscription Invoice for car washes for Juvenile and Adult Probation, the Commissioners' Office, the Coroner's Office, Children & Youth Services, the District Attorney's Office, Domestic Relations and the Prison for 41 cars at a cost of \$6.75/month per car for a total of \$3,321.

M. Property & Revenue

1. Ratification of approval of a settlement of Oxford Development Co Moraine assessment appeal, Case No. 2024-40308.

N. Commissioners

1. Approval of Amendment #4 with Moshier Studio for additional services requested (general contract rebid) in the amount of \$1,600.
2. Approval of Amendment #6 with Moshier Studio for additional services requested (time extension) in the amount of \$7,440.
3. Approval of a CO #2 with Lugaila Mechanical, Inc. for installation of the kitchen hood and backsplash in the amount of \$7,517.40.
4. Approval to reappoint Monica Campagna to the Hospitality Authority Board for the four-year term ending 1/1/30.
5. Approval to reappoint Mark Gordon to the SPC Board for the four-year term ending 12/31/29.

X. APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

XI. CONFERENCE TIME WITH MEDIA

XII. PUBLIC COMMENT ON GENERAL ITEMS

XIII. ADJOURNMENT

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE

NEXT PUBLIC MEETING:

Wednesday, February 11, 2026, at 10:00 a.m.

Public Meeting Room, 1st Floor Government Center

Public Meeting Calendar is available online at <https://www.butlercountypa.gov>

NOTE: Agenda is subject to change due to unforeseen circumstances.

BUTLER COUNTY BOARD OF COMMISSIONERS

Public Meeting

Wednesday, January 14, 2026

10:00 a.m.

MINUTES

PRESENT:

Chairman Leslie Osche
Commissioner Kimberly Geyer
Commissioner Kevin Boozel
Maria Malloy, Chief Clerk
Ann Brown, Budget/HS Finance Director
Julie Graham, Solicitor
Cindy Hilderbrand, Admin. Assistant
Lori Shah, Admin. Assistant
Pam Hammonds, Admin. Assistant
Matthew Vickless, Commissioners' Office
Shawn Pugh, Commissioners' Office
Laura Ankrom, Controller's Office
Justin Baptiste, Prison
John Campbell, Commissioners' Office
Matt Clayton, Prison
Paula Crider, Human Resources
Billie Jo Edwards, Area Agency on Aging
Beth Herold, Area Agency on Aging
Bill Kepple, Human Services
Wendy Leslie, Planning-CDBG
Janet Mentel, Property & Revenue
Leslie Powers, Controller's Office
Doug Ritson, Probation
Sue Stover, Probation
Tammy Thibodeau, Clerk of Courts
Nathan Werner, Planning
Korynne Young, Coroner

VISITORS:

Carol Christner, Clinton Township
Pat Casey, Butler
Phil Schmeltzer, CCR
Lena Southworth, CCR
Mike Smelko

Media:

Steve Ferris, Butler Eagle
Tyler Friel, Butler Radio

CALL MEETING TO ORDER

The regular public meeting of the Butler County Board of Commissioners was called to order by Chairman Leslie Osche at 10:00 a.m. on Wednesday, January 14, 2026, in the Public Meeting Room, 1st Floor Government Center.

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

A moment of silent prayer was observed, followed by the Pledge of Allegiance.

PUBLIC COMMENT ON AGENDA ITEMS/PUBLIC COMMENT ON GENERAL ITEMS

APPROVAL OF MINUTES

Chairman Osche called for a motion to approve the December 17, 2025 Public Meeting minutes.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

PROCLAMATIONS AND PRESENTATION

Being presented today:

- Volunteer Income Tax & Earned Income Tax Credit Day – January 28, 2026

Previously mailed:

- The Lawrence Welk Show

FINANCE REPORT

OLD BUSINESS

BOARD OF ELECTIONS

NEW BUSINESS

A. Clerk of Courts

1. Clerk of Courts Tammy Thibodeau requested approval of a Professional Services Contract with Matthew F. Marshall, Esquire, of Dillon McCandless King Coulter & Graham, LLP, in the amount of \$500/month, in order to appoint Attorney Marshall as the Solicitor for the Clerk of Courts Office, commencing 1/2026.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

B. Coroner's Office

1. Coroner Korynne Young requested approval of a Professional Services Contract with Mike Hnath, Esquire, in the amount of \$500/month, retroactive to 1/5/26, for usual solicitor services. Litigation and investigatory services would require a request to the Board of Commissioners for such services to be performed at the then existing outside counsel rate in advance of any such services being performed.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Coroner Korynne Young requested approval of a Forensic Services Agreement with Dr. Todd Luckasevic, independent contractor, for forensic services including, but not limited to, the performance of autopsies, preparation of protocols and testimony of pathologists with respect to such autopsies in court proceedings, retroactive to 1/5/26.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

3. Coroner Korynne Young requested approval of a Forensic Services Agreement with Dr. Willis Ashton Ennis, M.D., independent contractor, for forensic services including, but not limited to, the performance of autopsies, preparation of protocols and testimony of pathologists with respect to such autopsies in court proceedings, retroactive to 1/5/26.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

4. Coroner Korynne Young requested approval of a Forensic Services Agreement with Dr. Joseph A. DelTondo, D.O., independent contractor, for forensic services including, but not limited to, the performance of autopsies, preparation of protocols and testimony of pathologists with respect to such autopsies in court proceedings, retroactive to 1/5/26.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

5. Coroner Korynne Young requested approval of a Forensic Services Agreement with Brittany Harmon, independent contractor, for forensic services, included but not limited to, that of an Autopsy Technician, in the amount of \$225/autopsy, retroactive to 1/5/26.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

6. Coroner Korynne Young requested approval of a Forensic Services Agreement with Timothy Manzewitsch, Autopsy Technician, independent contractor, for forensic services including, but not limited to, that of an autopsy technician, in the amount of \$225/autopsy, retroactive to 1/5/26.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

7. Coroner Korynne Young requested approval of a Forensic Services Agreement with Timothy Manzewitsch, independent contractor, for forensic services including, but not limited to, histological services such as block and slide preparation, in the amount of \$100/autopsy, retroactive to 1/5/26.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

8. Coroner Korynne Young requested approval of an Amendment to Agreement with Young Funeral Home, Ltd., for private mortuary services, due to the fact that the County does not own and operate its own County morgue, with Korynne L. Young as newly elected Coroner as of 1/5/26, and also modify the termination notice period required to end the agreement from six months to 30-day prior written notice.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

C. Court Administration

1. Doug Ritson requested approval of Amendment No. 2 to the Redwood Toxicology Laboratory, Inc. Service Agreement for the purchase of drug tests at an increase of 3% for the period 1/1/26 – 12/31/26.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Doug Ritson requested approval of the FY 2024/2025 Financial Statement, with authorization for the Chairman to sign, for funds expended under the Juvenile Probation Services Grant budget period covering 7/1/24 – 6/30/25, and approval of Letter of Equity.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

D. Human Services – Drug & Alcohol (See Attachment)

1. Bill Kepple requested approval of the five-year (2025 – 2030) Grant Agreement (#4100101140) with the PA Department of D&A Programs. The amount for the period 1/1/26 – 6/30/26 is \$1,574,595.50.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Bill Kepple requested approval of the contract extension with Davis Archway Center for Addiction Treatment for the period 7/1/25 – 12/31/25.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

E. Human Services – Area Agency on Aging

1. Beth Herold requested approval to pay \$5,225.55 for the MIP Maintenance & Support Plan for the period 1/29/26 – 1/28/27 (with Momentive Software, Inc.) check payable to Abila. There are no County funds involved; payment is from the Aging Block Grant and Aging Well funding. This system can extract and import financial data into the Department of Aging's Fiscal Database and offers the following for our MIP Fund Accounting:
 - * Product Upgrades and Releases
 - * Unlimited Support Inquiries

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

2. Beth Herold requested approval to sign an agreement with the Veterans Health Foundation for a project titled "Developing and Piloting a VA-APS Partnered Intervention for Elder Mistreatment in Older Veterans". The sub-award amount for the period 10/1/25 – 9/29/26 is \$18,561. The grant agreement is for the period 10/1/25 – 9/29/28 for an estimated total of \$61,749.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

F. Planning - CDBG

1. Wendy Leslie requested ratification of CO #2 for the Marion Township Reservoir project, to have the water hauled in for the new reservoir, as this was to originally be filled by the old reservoir, but the pump went and had to be replaced. Due to time constraints of the grant, water needed to be hauled in to meet the grant deadline. The demolition of the existing reservoir will be deleted with a credit of \$14,500 and the water hauling will cost \$22,000. This is an increase of \$7,500 to the contract. This will use the 2022 CBDG funds.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

G. Prison

1. Justin Baptiste requested approval to apply for a non-competitive grant for the 2026 Medication-Assisted Substance Use Treatment Grant Program in the amount of \$130,647 for MAT funding.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

H. Commissioners

1. Ann Brown requested approval of an Engagement Letter between the County of Butler and Maher Duessel for the preparation of the County audits for the years ended 12/31/25 – 2029,

with authorization for the Chairman to sign. The fees are as follows:

- * 2025 - \$119,500 plus out-of-pocket expenses
- * 2026 - \$122,000 plus out-of-pocket expenses
- * 2027 - \$124,500 plus out-of-pocket expenses
- * 2028 - \$127,000 plus out-of-pocket expenses
- * 2029 - \$129,500 plus out-of-pocket expenses

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

2. Ann Brown requested approval of the Engagement Letter between the County of Butler and Maher Duessel for the preparation of the audits for the individuals row offices, District Courts and any other audits as requested by the County Commissioners or County Controller for the years ended 12/31/25 – 2029. Fees are billed on an hourly basis by level of professional as shown on the engagement letter.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

3. Ann Brown requested approval of a Service Agreement between the County of Butler and the Victim Outreach Intervention Center (VOICe) to provide legal representation for domestic violence victims in Butler County, in the amount of \$125,000 for the period 1/1/26 – 12/31/26.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

4. Chief Clerk Maria Malloy requested approval to appoint Michael G. Smelko, Executive Vice President and Chief Credit Officer for NexTier Bank, to the Board of Assessment and Appeals for the period ending 12/2026, replacing Brian McClaine, who is leaving one year early.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

5. John Campbell requested ratification of CO #1 W-1 with Book & Proch, Inc. for the AC Valley Municipal Authority, a lump sum increase in the amount of \$17,094 to repair existing fire hydrant and valve assemblies.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

6. John Campbell requested ratification of CO #2 W-1 with Book & Proch, Inc. for the AC Valley Municipal Authority for a time extension with no increase in cost.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

7. John Campbell requested ratification of CO #3 W-1 with Book & Proch, Inc. for the AC Valley Municipal Authority, lump sum increase in the amount of \$15,611.55 for all work and materials to plumb a potable waterline to the limits of the work for the sewage treatment plant.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

8. John Campbell requested ratification of CO #1 W-2 with Book & Proch, Inc. for the AC Valley Municipal Authority for a time extension associated with the schedule at no increase in cost.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

9. John Campbell requested ratification of CO #1 W-3 with Book & Proch, Inc. for the AC Valley Municipal Authority for a time extension with no increase in cost.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

10. John Campbell requested ratification of CO #2 W-4 with Book & Proch, Inc. for the AC Valley Municipal Authority for a time extension at no increase in cost.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

11. John Campbell requested ratification of CO #2 S-1 with Konzel Construction Co., Inc. for the AC Valley Municipal Authority, a lump sum increase in the amount of \$25,845.43 for all work and materials to install water treatment waste pipe and basins.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

12. John Campbell requested ratification of CO #3 S-1 with Konzel Construction Co., Inc. for the AC Valley Municipal Authority, a lump sum increase in the amount of \$16,927.38 for all work and materials to install water service and yard hydrants.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

13. John Campbell requested approval of COR #20 with Massaro Corp., for 215 N. Duffy Road, for the credit amount of -\$5,287.13 to remove the modified signs as indicated in the submittal return.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

14. John Campbell requested approval of COR #21 with Massaro Corp., for 215 N. Duffy Road, in the amount of \$9,846.93 for costs associated with Kusler Masonry to repair existing masonry block and joints.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

15. John Campbell requested approval of COR #22 with Massaro Corp., for 215 N. Duffy Road, in the amount of \$20,735 to extend general conditions for 29 workdays, due to foundation support scope of work that was required due to existing foundation settling during construction.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

16. John Campbell requested approval of COR #23 with Massaro Corp., for 215 N. Duffy Road, for a credit amount of -\$1,625 for costs associated with the windowsills and aprons.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

17. John Campbell requested approval COR #24 with Massaro Corp., for 215 N. Duffy Road, for a credit amount of -\$3,704 for costs associated with waterproofing modifications.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

18. John Campbell requested approval of an increase in cost with Moshier Studio, for 215 N. Duffy Road, in the amount of \$6,600 (this was previously approved in the amount of \$6,000) for additional services due to both the settlement of the building and the damage to the basement wall.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

CONFERENCE TIME WITH MEDIA

PUBLIC COMMENT ON GENERAL

ADJOURNMENT

There being no further business, Chairman Osche called for a motion to adjourn. Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously. The meeting was adjourned at 10:48 a.m.

Respectfully submitted,

Pam Hammonds
Administrative Assistant

Approved: _____

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE:

NEXT PUBLIC MEETING:
LOCATION:

Wednesday, January 28, 2026, at 10:00 a.m.
Public Meeting Room, 1st Floor Government Center

Public Meeting Calendar is available online at <https://www.butlercountypa.gov/>

NOTE: Agenda is subject to change due to unforeseen circumstances.

County of Butler
Financial Report of the Board of Commissioners
Through November 30, 2025 with comparison to November 30, 2024



General Fund Revenues and Expenditures

November 30, 2025

November 30, 2024

| Fund Balance Carryover | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Variance</u> | <u>%</u> | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Variance</u> | <u>%</u> |
|-------------------------------------|--|----------------------|---------------------------|-----------------|--|----------------------|---------------------------|-----------------|
| Fund Balance Carryover | \$ 7,838,537 | \$ - | \$ 7,838,537 | | \$ 6,148,716 | \$ - | \$ 6,148,716 | 0% |
| | | | | | | | | |
| <u>Revenues</u> | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Uncollected</u> | <u>%</u> | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Uncollected</u> | <u>%</u> |
| Property Tax Collections | \$ 54,172,994 | \$ 53,439,142 | \$ 733,852 | 99% | \$ 53,400,733 | \$ 52,903,574 | \$ 497,159 | 99% |
| Intergovernmental Revenues | \$ 2,220,577 | \$ 1,930,219 | \$ 290,358 | 87% | \$ 2,260,428 | \$ 2,503,733 | \$ (243,305) | 111% |
| Charges for Services | \$ 10,550,712 | \$ 9,649,453 | \$ 901,259 | 91% | \$ 11,438,416 | \$ 9,950,662 | \$ 1,487,754 | 87% |
| Miscellaneous Revenue & Transfers | \$ 6,701,986 | \$ 5,651,606 | \$ 1,050,380 | 84% | \$ 5,437,997 | \$ 4,664,650 | \$ 773,347 | 86% |
| Total Revenues | \$ 73,646,269 | \$ 70,670,420 | \$ 2,975,849 | 96% | \$ 72,537,574 | \$ 70,022,619 | \$ 2,514,955 | 97% |
| | | | | | | | | |
| <u>Expenditures</u> | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Unexpended</u> | <u>%</u> | <u>Original</u> <u>Budget</u> | <u>Actual</u> | <u>Unexpended</u> | <u>%</u> |
| Salaries & Social Security | \$ 33,099,923 | \$ 28,838,234 | \$ 4,261,689 | 87% | \$ 31,958,181 | \$ 28,306,626 | \$ 3,651,555 | 89% |
| Retirement | \$ 5,830,943 | \$ 6,332,499 | \$ (501,556) | 109% | \$ 5,615,536 | \$ 6,044,574 | \$ (429,038) | 108% |
| Benefits | \$ 7,161,095 | \$ 6,489,046 | \$ 672,049 | 91% | \$ 6,606,802 | \$ 5,709,840 | \$ 896,962 | 86% |
| Contracted Services | \$ 5,633,331 | \$ 5,696,969 | \$ (63,638) | 101% | \$ 5,115,478 | \$ 4,879,676 | \$ 235,802 | 95% |
| Rent/Utilities/Telephone/Postage | \$ 2,183,991 | \$ 2,168,638 | \$ 15,353 | 99% | \$ 2,125,526 | \$ 1,869,518 | \$ 256,008 | 88% |
| Materials & Supplies | \$ 3,086,035 | \$ 2,337,439 | \$ 748,596 | 76% | \$ 2,730,837 | \$ 2,263,117 | \$ 467,720 | 83% |
| Training & Travel | \$ 474,204 | \$ 283,349 | \$ 190,855 | 60% | \$ 444,520 | \$ 321,126 | \$ 123,394 | 72% |
| Equipment & Maintenance Rental | \$ 2,068,768 | \$ 1,832,896 | \$ 235,872 | 89% | \$ 1,832,521 | \$ 1,570,073 | \$ 262,448 | 86% |
| Insurance & Other Expenses | \$ 1,187,707 | \$ 876,902 | \$ 310,805 | 74% | \$ 1,121,847 | \$ 851,168 | \$ 270,679 | 76% |
| Bonds & Association Dues | \$ 164,565 | \$ 120,813 | \$ 43,752 | 73% | \$ 152,347 | \$ 125,564 | \$ 26,783 | 82% |
| External Contributions | \$ 7,227,313 | \$ 5,541,268 | \$ 1,686,045 | 77% | \$ 7,194,215 | \$ 5,373,914 | \$ 1,820,301 | 75% |
| Internal Transfers to Other Funds | \$ 7,220,252 | \$ 3,093,265 | \$ 4,126,987 | 43% | \$ 6,535,527 | \$ 2,334,316 | \$ 4,201,211 | 36% |
| Debt Service (Principle & Interest) | \$ 4,575,329 | \$ 4,575,328 | \$ 1 | 100% | \$ 5,094,703 | \$ 5,094,701 | \$ 2 | 100% |
| Other Miscellaneous Costs | \$ 971,350 | \$ 664,830 | \$ 306,520 | 68% | \$ 1,058,250 | \$ 721,821 | \$ 336,429 | 68% |
| Contingency | \$ 600,000 | \$ - | \$ 600,000 | 0% | \$ 1,100,000 | \$ - | \$ 1,100,000 | 0% |
| Total Expenditures | \$ 81,484,806 | \$ 68,851,476 | \$ 12,633,330 | 84% | \$ 78,686,290 | \$ 65,466,034 | \$ 13,220,256 | 83% |

COST OF OWNERSHIP LEASE AGREEMENT

This agreement effective _____, is made this _____ day of _____, _____, by and between the Court of Common Pleas of **Butler** County, Domestic Relations Section, hereinafter referred to as the DRS, and the County of **Butler**, Pennsylvania, hereinafter referred to as the County.

WHEREAS, the County charges all county and court departments occupying County government owned facilities a cost of ownership rental fee, based on the amount of net usable square footage, and as calculated and determined by the formula attached to this Agreement.

WHEREAS, the DRS occupies office space on the **Ground Floor Upper Level** floor(s) of the **Butler County Government Center** located at **124 West Diamond Street Butler, PA 16001**, hereinafter referred to as the DRS office.

NOW, THEREFORE, in consideration of the foregoing, the DRS and the County, set forth the following as the terms and conditions of this agreement.

Beginning **January 1, 2026** through **December 31, 2026**, the DRS agrees to pay the County a monthly cost of ownership charge of **\$12,007.66** representing **\$24.14814814815 per square foot**. The monthly cost of ownership charge is based on the amount of **net useable square footage of 5,967** that the DRS occupies in DRS office, as calculated, and determined by the **Cost of Ownership Calculation and page C11 of the 2024 Butler County Central Services Plan** attached to this Agreement.

The DRS and the County agree that this agreement is subject to the DRS receiving adequate funding of the Title IV-D program. Additionally, the DRS and the County agree that this agreement will automatically terminate at the end of the period listed above and must be renewed annually. Any future agreement will need the approval of the Bureau of Child Support Enforcement.

The DRS and the County certify that the costs shown in the cost of ownership calculation are not reported as indirect cost in the **Butler County** Central Services Cost Allocation Plan.

MAXCAP
12/11/2025 12:13:16 PM

Butler County, Pennsylvania
2024 Central Services Cost Allocation Plan
Schedule A - Allocated Costs By Department

OMB CAP
2024 Version 1.0202
Level: Detail

| Central Services Departments | ACT 46 LIQUID FUEL | LIQUID FUELS | DOMESTIC RELATIONS | GRS MILITARY CTR | AGRIC CONS EAS |
|---------------------------------|--------------------|--------------|--------------------|------------------|----------------|
| BUILDING DEPRECI | 0 | 0 | 0 | 52,440 | 0 |
| EQUIPMENT DEPRECI | 159 | 1,234 | 1,032 | 0 | 638 |
| PROPERTY INSURANCE | 0 | 203 | 0 | 2,148 | 0 |
| LIABILITY INSURANCE | 0 | 632 | 8,525 | 0 | 61 |
| EMPLOYEE BENEFITS | 0 | 0 | 0 | 0 | 0 |
| FACILITY OPERATIONS | 0 | 0 | 0 | 75,552 | 0 |
| INFORMATION SERVICES | 0 | 1,735 | 24,579 | 0 | 0 |
| CONTROLLER | 559 | 1,754 | 6,513 | 0 | 4,227 |
| TREASURER | 124 | 955 | 1,405 | 0 | 523 |
| COMBING & BUDGET | 254 | 3,387 | 19,825 | 0 | 1,859 |
| SOLIDATION | 0 | 593 | 0 | 0 | 0 |
| PERSONNEL | 0 | 3,851 | 45,123 | 0 | 0 |
| PURCHASING | 623 | 2,252 | 1,533 | 0 | 0 |
| PRINTING & MAILING | 0 | 0 | 9,427 | 0 | 0 |
| CENTRAL TELEPHONE | 0 | 0 | 0 | 0 | 0 |
| MOTOR POOL | 0 | 0 | 2,038 | 0 | 0 |
| SHERIFF | 0 | 545 | 0 | 13,842 | 0 |
| Allocated Costs for Fiscal 2024 | 1,759 | 17,522 | 128,934 | 144,852 | 6,548 |
| Real Payments | 0 | 0 | 31,253 | 0 | 1,875 |
| Fiscal Costs | 1,759 | 17,522 | 152,286 | 144,852 | 8,423 |

Cost of Ownership Calculation
Butler County

Property Insurance **\$2,148.00 (Page C-11 of the 2024 Cost Allocation Plan)**

+ (plus)

Depreciation **\$52,440.00 (Page C-11 of the 2024 Cost Allocation Plan)**

+ (plus)

Sheriff **\$13,842.00 (Page C-11 of the 2024 Cost Allocation Plan)**

+ (plus)

Facility Operations Costs **\$75,662.00 (Page C-11 of the 2024 Cost Allocation Plan)**

= (equals)

Total DRS Cost of Ownership **\$144,092.00**

Total Domestic Relations Section square footage: **5,967 (Page C-28 of the 2024 Cost Allocation Plan)**

X (multiplied by)

Total cost per square footage: **\$24.14814814814815**

= (equals)

Total annual cost of ownership for Domestic Relations Section: **\$144,092.00**

/ (divided by)

12 months

= (equals)

Monthly cost of ownership lease expenditure for Domestic Relations Section: **\$12,007.66**

Note: The above costs must not include renovations to judges' chambers and court rooms.

IN WITNESS WHEREFORE, the parties hereto have executed this agreement on this _____ day of _____, 202____, by

_____, _____ DRS Director

_____, _____ County Fiscal Officer

_____, _____ President Judge

_____, _____ County Commissioner

_____, _____ County Commissioner

_____, _____ County Commissioner

Butler County, Pennsylvania
2024 Central Services Cost Allocation Plan
Schedule A - Allocated Costs By Department

| Central Service Departments | ACT 44-LIQUID FUEL | LIQUID FUELS | DOMESTIC RELATIONS | DRS MLR-GVT CTR | AGRIC CONS EAS |
|---------------------------------|-----------------------|--------------|-----------------------|-----------------|----------------|
| BUILDING DEPREC | 0 | 0 | 0 | 52,440 | 0 |
| EQUIPMENT DEPREC | 159 | 1,234 | 1,832 | 0 | 688 |
| PROPERTY INSURANCE | 0 | 203 | 0 | 2,148 | 0 |
| LIABILITY INSURANCE | 0 | 682 | 8,525 | 0 | 61 |
| EMPLOYEE BENEFITS | 0 | 0 | 0 | 0 | 0 |
| FACILITY OPERATIONS | 0 | 0 | 0 | 75,662 | 0 |
| INFORMATION SERVICES | 0 | 1,735 | 24,679 | 0 | 0 |
| CONTROLLER | 589 | 1,784 | 6,518 | 0 | 4,227 |
| TREASURER | 124 | 968 | 1,435 | 0 | 523 |
| COMMISS & BUDGET | 254 | 3,387 | 18,825 | 0 | 1,089 |
| SOLICITOR | 0 | 993 | 0 | 0 | 0 |
| PERSONNEL | 0 | 3,851 | 45,123 | 0 | 0 |
| PURCHASING | 623 | 2,252 | 1,533 | 0 | 0 |
| PRINTING & MAILING | 0 | 0 | 9,427 | 0 | 0 |
| CENTRAL TELEPHONE | 0 | 0 | 0 | 0 | 0 |
| MOTOR POOL | 0 | 0 | 2,038 | 0 | 0 |
| SHERIFF | 0 | 545 | 0 | 13,842 | 0 |
| Allocated Costs for Fiscal 2024 | 1,759 | 17,622 | 120,934 | 144,082 | 6,549 |
| Roll Forwards | 0 | 0 | 31,353 | 0 | 1,876 |
| Fixed Costs | 1,759 | 17,622 | 152,286 | 144,082 | 8,425 |



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
OFFICE OF INCOME MAINTENANCE

Bureau of Child Support Enforcement
P.O. Box 8018
Harrisburg, Pennsylvania 17105-8018

TELEPHONE
(717) 783-9659

FAX
(717) 787-0297

January 7, 2026

Adam J. Fencil, Family Court Administrator
Butler County Domestic Relations Section
P.O. Box 1208
Butler, Pennsylvania 16003-1208

Dear Adam J. Fencil:

Thank you for providing the Butler Domestic Relations Section (DRS) Cost of Ownership Agreement on December 12, 2025. The agreement term is January 1, 2026, through December 31, 2026, for the office located at 124 West Diamond Street Butler, Pennsylvania. The Bureau of Child Support Enforcement (BCSE) reviewed your request for administrative and programmatic purposes.

BCSE grants approval for federal financial participation (FFP) for the monthly expenditure of \$12,007.66 for the Ground Floor, Upper Level of 124 West Diamond Street from January 1, 2026, through December 31, 2026. FFP is not allowed for any late fees or other added costs according to Title 2 of the Code of Federal Regulations (2 CFR), Part 200, Subpart E- Cost Principles. This agreement is renewable annually based upon the cost of ownership reported in the Butler Central Services Cost Allocation Plan (CSCAP). Please submit any renewals for BCSE review at least 60 days before December 31, 2026. Approval and eligibility for FFP is contingent upon the following requirements:

- Title IV-D Cooperative Agreement between the Department of Human Services and Butler County, Section 2.4, Compliance with Federal and State Statutes, Regulations, and Rules Required, "In providing Title IV-D services, the DRS shall comply with the requirements and standards established by the federal government under 45 CFR Parts 302, 303, 304, 305, 307 and 308; Title 42 United States Code (U.S.C.) 671 (a)(17); federal and State statutes; final DRS Memoranda issued in accordance with Section 4.4(p); Pa. R.C.P.; and State regulations related to the Title IV-D Child Support Enforcement Program."
- 45 CFR 200.465, Rental costs of real property and equipment, (b) "Rental costs under "sale and lease back" arrangements are allowable only up to the amount that would be allowed had the non-Federal entity continued to own the property."

This amount would include expenses such as depreciation, maintenance, taxes, and insurance. (c) Rental costs under "less-than-arm's-length" leases are allowable only up to the amount as explained in paragraph (b) of this section. For this purpose, a less-than-arm's-length lease is one which one party to the lease agreement is able to control or substantially influence the actions of the other."

- DRS Regulatory Memo 1992-24, Rental Space in Publicly Owned Building, "A rental rate system for publicly owned buildings acquired after October 1, 1980, must be based on actual costs, including depreciation, interest paid or accrued, operation and maintenance, and other allowable costs. If operation and maintenance costs are included, they cannot be charged as indirect or allocated costs."
- 45 CFR 304.20 and 304.25, the DRS must report only cash expenditures which are necessary and reasonable for the proper and efficient administration of the DRS as allowable for FFP.
- 45 CFR 200.303, Internal Controls, "The non-Federal entity must: (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal Statutes, regulations, and the terms and conditions of the Federal award."
- 45 CFR 200.403, Factors affecting allowability of costs, "Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards: (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles."
- 45 CFR 304.20 and 304.21, the DRS may not claim FFP for any portion of expenditure that supports the judiciary in accordance with 45 CFR 304.21 or that benefits other County departments or programs in accordance with 45 CFR 304.20.
- 45 CFR 200.416, Cost allocation plans and indirect cost proposals, Annual CSCAPs must be reviewed to ensure that charges documented through the CSCAPs do not replicate any direct charged expenditures reported by the DRS for FFP.
- IRS Publication 1075 and DRS Memorandum 2017-05, entry and exit into any DRS office must comply with the Internal Revenue Service (IRS) guidelines for safeguarding Federal Tax Information.
- BCSE is provided with a copy of the executed cost of ownership agreement between the DRS and the County of Butler.
- 45 CFR, Part 200 and 45 CFR 302.10 and 302.12, Title IV-D Program reimbursement eligibility is subject to audit by BCSE.

BCSE has the right to rescind, modify, or terminate this approval if it is determined that the information provided by the DRS or the County was not presented in good faith and all relevant facts were not fully, completely, and accurately presented.

Thank you for the opportunity to assist the Butler County DRS. Please feel free to contact me at (717) 772-4204 if you have any questions or concerns.

Sincerely,



Jaylene Bowers, Director

Attachments

From: Fencil, Adam
To: PW, DRS Financials; Frymoyer, Betsy
Cc: Aspinall, Tonya; Codispot, Traci
Subject: Butler County FW: 2024 Cost Plan Final
Date: Friday, December 12, 2025 1:14:55 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[2024 Cost Plan-Final.pdf](#)
[2024 Summary Schedule A-Final.xlsx](#)
[Cost of Ownership Lease Agreement - Butler County Domestic Relations and BCSE - 2026.docx](#)

Good afternoon,

Butler DRS received the Final Maximus report yesterday.

Based upon the report, we are requesting to use the monthly amount of \$12,690.50 for our Indirect Costs.

I've also attached for your review a Cost of Ownership agreement. Once approved by BCSE I will list it for approval at a public meeting.

If there are any questions, please contact me.

Thank you and have a nice weekend,
-Adam

Adam J. Fencil | Family Court Administrator
Butler County Domestic Relations
PO Box 1208
Butler, PA 16003-1208
724-284-5181 | 724-284-5422 (Fax)
www.butlercountypa.gov/drs

Try out our new child support payment option:



or click [here](#) for other payment options.

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From: Brown, Ann <ABrown@co.butler.pa.us>

Sent: Thursday, December 11, 2025 2:06 PM

To: Edwards, Billie Jo <BEdwards@co.butler.pa.us>; Fencil, Adam <adamFencil@pacs.com>;

Achezinski, Cory <CAchezin@co.butler.pa.us>; Gray, Kevin <KGray@co.butler.pa.us>

Subject: FW: 2024 Cost Plan Final

Copies for your information.

Ann M. Brown

Budget & Human Services Finance Director

County of Butler

P O Box 1208

Butler, PA 16003-1208

724-284-5105

fax 724-284-5400

abrown@co.butler.pa.us

From: Cloos, Timothy J <timothycloos@maximus.com>

Sent: Thursday, December 11, 2025 1:51 PM

To: Brown, Ann <ABrown@co.butler.pa.us>

Cc: Powers, Leslie <LPowers@co.butler.pa.us>; Holland, Benjamin <BHolland@co.butler.pa.us>

Subject: 2024 Cost Plan Final

Good afternoon Ann,

Please find the final central services cost allocation plan and summary schedule based on actual financial and statistical data for the year ending December 31, 2024. The minor changes from draft to final only impacted Liquid Fuels and Registration Fee funds. Bound copies (Ann 1; Ben 3) will be shipped UPS. The invoice will again be sent electronically from FSC-Operations@maximus.com.

Thank you everyone for assisting throughout the engagement. My 36th Butler County CAP is a wrap. If you need any further assistance just give me a shout.

Happy Holidays!

Tim

Tim Cloos

Consultant - Financial Svc

HUMAN FIN SVCS/PROJECTS

O: 717.441.9109

E: timothycloos@maximus.com

Remote | Camp Hill | PA | 17011-2036

From: Brown, Ann <ABrown@co.butler.pa.us>

**SAVIN MAINTENANCE AND SERVICE AGREEMENT
BETWEEN THE PENNSYLVANIA DISTRICT ATTORNEYS
INSTITUTE AND BUTLER COUNTY**

This agreement is hereby made and entered into by and between The Pennsylvania District Attorneys Institute, hereinafter referred to as PDAI, and Butler County. The agreement is effective for the period **January 1, 2026 through December 31, 2026**.

WITNESSETH:

WHEREAS, Pennsylvania affords the following rights to victims regarding certain notifications related to incarcerated individuals. Victims are entitled to the following:

- a. Immediate notification of an offender's pretrial escape from a local correctional facility and of the offender's subsequent apprehension.
- b. In personal injury crimes and personal injury rights crimes, as defined in Act 77 or 2022, wherein the offender is sentenced to a local correctional facility, victims are entitled to: receive notice of the date of release of the adult, including work release, furlough, parole, release from boot camp or community treatment center placement; and are entitled to be provided with immediate notice of an escape of the adult and of subsequent apprehension.
- c. To receive immediate notice of the release of the offender on bail, if the offender is subject to a Protection From Abuse Act Order or a Protection From Sexual Violence or Intimidation Order, and the offender is committed to a local correctional facility for a violation of such order or for a personal injury crime or personal injury rights crime committed against a person protected by that order.

WHEREAS, BUTLER COUNTY has committed to implement and use the PA SAVIN system to meet and enhance its responsibilities for victim notification as well as provide additional notification services to county residents.

PDAI and Butler County enter into this agreement with the purpose of defining and continuing a framework of cooperation between the above-named parties to implement and maintain a statewide automated victim information and notification system referred to as SAVIN in Butler County. PDAI receives grant funding to provide this service statewide.

The SAVIN notification system has been providing notifications to crime victims in Pennsylvania and in accordance with state and federal guidelines since 2006. The SAVIN notification system will continue to download necessary information from participating agencies in Butler County to the computers of the SAVIN Vendor(s). Participating agencies are District Attorneys' offices, Victim Service agencies, County Jails or other county criminal justice agencies that are owned by the county and participate in this project. In most counties the participating agency is the county jail. The system will provide notification to registered persons regarding the escape, release from custody or transfer from one facility to another of persons held in custody as required by the Crime Victims Act of Pennsylvania.

In doing so, it enhances existing or previous victims' services efforts by creating and implementing an automated system of notification that will be available to victims and other

interested parties 24/7. Additionally, it will increase the number of victims that are presently notified; increase accessibility via a toll-free line, through web-based access or through SMS Messaging (texting); and increase notification to under-served population by utilizing a system, which includes alternative language capabilities and TTD [Telecommunications Device for the Deaf].

PDAI and Butler County agree to the following roles and responsibilities:

PDAI acknowledges that any database or system information created by any of the District Attorney's offices, Victim Services agencies, County Jails or other county criminal justice agencies are owned by the respective County. That information includes confidential data of the County. PDAI shall not disclose, provide to, or permit any person to obtain any such confidential information in any form, except employees and/or consultants of PDAI, employees of the SAVIN Vendor(s) or members of the SAVIN Governance Committee (i) whose access is required to further the PA SAVIN project and, (ii) who have agreed to be subject to the same restrictions as set forth herein. This agreement enables PDAI and others above mentioned to use such information to refine the program decision models. The same stipulations will be made in the contract between PDAI and the Vendor(s). Upon request, PDAI shall provide each participating District Attorney's office with the names, addresses and phone numbers of any and all respective PDAI employees to whom confidential information was disclosed. Any PDAI employee found to be in violation of this policy will be subject to disciplinary procedures outlined in the PDAA/PDAI Office Handbook.

PDAI and the County will cooperate in any audit or compliance review by state, county or federal authorities.

PDAI will retain records of documentation pertaining to this agreement for seven (7) years from the date of this agreement.

PDAI has sought and received authorization to enter into this agreement from its board of directors.

Butler County will continue to use the services of its County Project Lead, Information Technology Contact, Booking Administrator, and Victim Advocate for the continued operation of the SAVIN Project. The designated County Project Lead will continue to supervise county funding of the project and be responsible for the Maintenance Contract as well as work with the SAVIN Vendor(s) and Project Manager. This County Project Lead will also keep County Executives, County Commissioners and the CJAB [Criminal Justice Advisory Board] (as available) informed of SAVIN status.

PDAI SHALL:

1. Maintain a contract with a SAVIN Vendor(s). Contract shall include:
 - A provision for indemnification of PDAI and the participating agencies as defined in this contract.
 - A provision relating to data breach procedures.

2. Administer the grant program. Such duties include:
 - The financial oversight of the grant program.
 - The oversight of and collection of all maintenance payments.
 - The payment or reimbursement of expenses as outlined in the grant budget.
 - The preparation of all reports and budgets per federal guidelines and other requirements.
3. Moderate administrative issues between the County and the SAVIN Vendor(s).
4. Provide necessary reports regarding expenditures of grant funds to facilitate authorized meetings, focus groups and trainings.

BUTLER COUNTY SHALL:

1. Provide maintenance fee payments and satisfy any applicable in-kind match requirements accurately and timely in accordance with the invoice and the payment schedule as specified in sub paragraph 2, immediately following.
2. Acknowledge awareness that the county will pay **0% (zero percent)** of the maintenance fee. (Zero percent fee is only guaranteed for the contractual year and is dependent upon grant funding being available to cover the entire monthly fee).
3. Provide PDAI and/or SAVIN Vendor(s) personnel access to its offices, equipment, and personnel at reasonable times for the maintenance, or replacement of equipment and/or training of personnel necessary to operate the system
4. Provide PDAI and/or SAVIN Vendor(s) personnel information necessary to establish or maintain system interface.
5. Provide required personnel resources, equipment, and space needed for safe and secure operation of SAVIN equipment.
6. Cooperate with PDAI and/or SAVIN Vendor(s) personnel to effectuate conversion in the event of change of SAVIN Vendor(s).
7. Cooperate with SAVIN Vendor(s) Call Center personnel to troubleshoot and resolve any equipment or data transmission problems which cannot be resolved by Vendor(s) Call Center personnel alone, including but not limited to rebooting the PC and verifying the connection.
8. Cooperate with the SAVIN Vendor(s) in determining data transfer schedules.
9. Provide inmate data to the SAVIN Vendor(s) that meets the minimum requirements necessary to provide notifications. At a minimum the participating agency must provide First Name of Inmate, Last name of Inmate, Permanent Booking number, Temporary Booking Number, Activity Identification, Activity Date and time, Event Category, Event Sub-Type, Sending Agency and at least one of the following: Inmate Date of Birth, Inmate Social Security Number, Inmate State ID or Inmate Person FBI number.
10. Provide a refresh of inmate population data to the SAVIN Vendor(s) every 30 days.
11. Agree that any workstation deployed as part of an interface in association with this service or for the collection of data elements is restricted to SAVIN use only. Any misuse of hardware deployed to your site will invalidate your warranty. In these situations, Butler County would be responsible for any repair costs.
12. Agree that as a Participating Agency, Butler County is responsible for providing modifications to its automated jail records management system, hereinafter JMS and will manage their internal resources and/or JMS vendor to modify or supply the

- required programming to provide the SAVIN Vendor(s) with the data required. The Participating Agencies shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection.
13. Agree that as a Participating Agency Butler County will ensure appropriate cooperation of related agencies to communicate with one another and related county agencies on the status of the service including but not limited to following procedures established by the SAVIN Vendor(s) in the event that the automated notification system goes offline unexpectedly.

THE FOLLOWING GENERAL PROVISIONS ARE MUTUALLY UNDERSTOOD AND AGREED TO BETWEEN THE PARTIES:

Liability

Personnel employed by PDAI or by the SAVIN Vendor(s) remain the employees of those respective entities for all purposes, including the provision of liability insurance, worker's compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing, or otherwise working with equipment at the offices of any other part to this agreement. County employees shall not be deemed as employees or representatives of PDAI and may not contract for additional services on behalf of PDAI. No additional work or services may be authorized by the counties between the county and the SAVIN Vendor(s) on behalf of PDAI. Any work or services outside of the Service Agreement between PDAI and the SAVIN Vendor(s) must be contracted for separately by the county.

Modification

Modifications of this document within the scope of this instrument shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The contract may be modified as necessary from time to time to comply with changes in State or Federal law and regulation, PDAI policy or Butler County policy.

Confidentiality Between Parties

PDAI and Butler County understand that all information disclosed by any respective party is confidential and each party agrees not to disclose any information obtained from either of the other parties unless it has obtained expressed written approval by the source party in advance. Further, each party knows that the use or disclosure of this information for purposes other than as intended for this initiative is strictly prohibited. The restriction regarding confidentiality between Parties will not apply to any disclosures that Butler County is mandated to make by law and/or court order. This shall include responses to Right-to-Know Act requests.

Internal Rules and Protections for Confidentiality

Each party has internal rules and procedures regarding protection of confidential information and their respective employees have been instructed in these procedures. Each party also maintains a system for monitoring compliance with their respective confidentiality policy and employees who violate such confidentiality policy may be subject to discipline.

Removal of Equipment

The terms for the removal/transfer of any equipment provided for under this agreement shall be conveyed in writing and shall comply with any applicable state and federal regulations.

General Indemnity

(1) The SAVIN Vendor(s) shall (and has agreed to) indemnify, defend and hold harmless PDAI as well as the Participating Agencies, Affiliates, and licensees, and each of their officers, shareholders, directors, employees, agents and Customers, collectively, from and against any and all third party claims, demands, proceedings, suits, and actions including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including attorneys' and accountant's fees and disbursements) and costs (Claims), incurred by, borne by or asserted against PDAI, Participating Agencies or other Indemnified Parties to the extent such Claims related to, arise out of or result from: (i) any intentional or willful misconduct or gross negligence of any employee agent or subcontractor of the SAVIN Vendor; (ii) breach of any representation or warranty of the SAVIN Vendor or (iii) any actual or alleged infringement or misappropriation of a Deliverable, or any other hardware, software, equipment or services provided by the SAVIN Vendor. However, the SAVIN Vendor shall have no indemnity obligation to any Indemnified Party for modifications, performed by PDAI, the Participating Agencies or their respective agents to the Application, Deliverable, or any hardware, software, equipment or services provided by the Service Provider that were not previously authorized by the Service Provider; (2) the combination of such items described in subsection (iii) above with other products or services not furnished with or specified by the SAVIN Vendor unless the combination is in accordance with the written instructions or written consent of the SAVIN Vendor; (3) data, content, or processes that are either specified in writing by PDAI or Participating Agencies or provided by contractors other than the SAVIN Vendor (to the extent that the Claim does not arise from the SAVIN Vendor's modification of such data, content, or processes and provided that SAVIN Vendor users such data, content, or processes in accordance with this Agreement); or (4) any hardware, software, equipment or services that are expressly specified in writing to be provided by SAVIN Vendor under this agreement. The SAVIN Vendor will not be excused from its indemnity obligation if a non-infringing means of compliance with requirements was either actually known to the SAVIN Vendor or should reasonably have been known by the SAVIN Vendor based on the SAVIN Vendor's experience as a provider of the Application and Services under this Agreement.

As stated above PDAI holds a separate contract with the SAVIN Vendor(s) that provides for indemnification as stated herein for the participating agencies.

Termination

A party desiring to terminate this Agreement shall serve the other party with written notice, which shall be effective, unless withdrawn, six (6) weeks from the date of such termination date. Such time will be necessary to contact registered victims. Prior to such notification and effective date, both parties shall use every reasonable effort to resolve the causes stated for termination. If served upon PDAI, notice shall be served upon the Director. If served upon the office of the undersigned official, notice shall be served upon the person holding the office at the time of the service. Any expenses incurred by the County prior to termination will not be subject to reimbursement.

Dispute Resolution:

Any dispute arising under this contract shall be submitted to PCCD for final resolution.

Contractual Rights:

The parties agree that this contract shall be binding upon the parties. The parties agree that this project is subject to the availability of grant funds from federal and/or state sources and that the unavailability of these funds shall automatically terminate this agreement and render it void without the liability of the contractual parties. Termination of this agreement under these circumstances does not preclude the county from signing a new agreement with PDAI to continue these services.

Contract Effective date

This contract shall become effective January 1, 2026 and shall remain in effect for the term of the contract with the SAVIN Vendor(s) or superseded by a subsequent agreement. (See modifications section.)

Renewal Information:

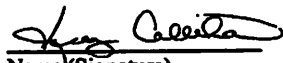
It is anticipated that this contract will be renewed for 2026 and subsequent years. A new renewal contract will be issued with a change on the Maintenance Fee page each year. Other changes follow the provisions listed under Modification.

Principal Contacts: The county information and principal contacts are to be filled in below:

| <u>PDAI</u> | <u>BUTLER COUNTY</u> |
|---|--------------------------------------|
| Kelly Callihan Executive Director Phone: 717-238-5416 E-mail: kcallihan@pdaa.org | Name: Title: Phone: E-mail: |
| Tina Fornstrom Business Manager Phone: 717-238-5416 E-mail: tfornstrom@pdaa.org | Name: Title: Phone: E-mail: |

WHEREAS, PDAI and Butler County agree to the terms and conditions set forth in this agreement and enter into this agreement pursuant to and in recognition of provisions of Applicable federal and state laws, IN WITNESS THEREOF, this _____ day of _____, _____ the parties hereto have set their names and seals by their duly authorized Officers who certify that they are authorized to bind their respective organizations, by PDAI and Butler County.

PDAI



Name (Signature)

Date: 12/15/2025

Kelly Callihan

Printed Name

Authorized Position: Executive Director



Name (2nd Signatory)

Date: 12/15/2025

Tina Fornstrom

Printed Name

Authorized Position: Business Manager

Butler County

Name (Signature)

Date

Printed Name

Authorized Position: _____

Name (2nd Signatory)

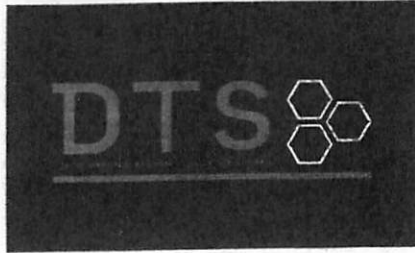
Date

Printed Name

Authorized Position: _____

Return signed contract to:

**PA District Attorneys Institute
2929 N. Front Street
Harrisburg, PA 17110
Attn: Támara Heagy**



SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT is made the 1st day of January 2026 between DOCUMENT TECHNOLOGY SYSTEMS LTD. ("DTS") of P.O. Box 1028, Cuyahoga Falls, OH, 44223 and the Customer identified below whereby DTS is to provide the services specified in this Agreement.

NAME OF CUSTOMER: Butler County Recorder of Deeds Office

ADDRESS: 124 W. Diamond Street, Government Circle, Floor L, Butler, PA 16001

TELEPHONE: (724) 284-5340

EMAIL: mmustell@co.butler.pa.us

CUSTOMER CONTACTS: 1) Michele Mustello 2) ~~Tracy Jordan~~ Brandie Rearick

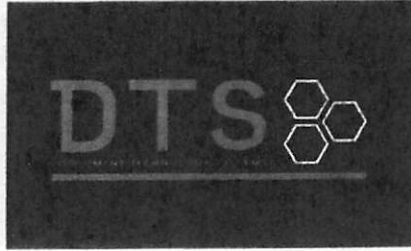
SOFTWARE UPDATES / SOFTWARE SUPPORT INCLUDED FOR ALL TRAKRECORD MODULES

MAINTENANCE FEE FOR 01/01/2026 to 12/31/2028: SEE EXHIBIT A

In the event Licensee has signed this Exhibit, then the following terms and conditions will apply solely for yearly support and maintenance services ("SMS") for Licensed Program Materials and Updates (as defined in Exhibit A) thereto

1. Definitions

- A. "Support Organization" means DTS or at DTS's option in respect of any service to be performed hereunder means a person, firm or corporation authorized by DTS at any time or from time to time to supply Software Maintenance in respect of Software and nominated in writing by DTS at any time or from time to time to provide Software Maintenance to the Customer hereunder;
- B. "Commencement Date" means the effective date of the Software License Agreement;
- C. "Expiration Date" means the final day of the Initial Term;
- D. "Customer" means the licensee as defined in the Software License Agreement;
- E. "Term" means the sixty- (36) calendar months next ensuing after the Commencement Date;
- F. "Software" means the software license to the Customer;
- G. "Software Updates" means bug fixes, documentation improvements and feature additions to existing modules;
- H. "Software Support" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing and includes the provision of Software notes by DTS);
- I. "Software Maintenance" means the services specified herein.
- J. "Related Persons" means and includes any related body corporate of DTS or any secretary, officer or employee, agent or contractor of any of DTS or its related bodies corporate.



2. Services

- A. Subject to the terms and conditions contained in this Agreement the Support Organization will provide Software Maintenance as may be necessary to maintain the Software in good operating condition.

3. Payment

- A. The obligation of Licensee to make payment to DTS for SMS fees commences upon the day of execution (the "Effective Date") of this Support and Maintenance Agreement (this "SMA"). DTS will invoice Licensee for subsequent year's (an "SMS Year's") SMS fees no later than 30 days prior to the contract's annual anniversary date in each year of the term. In the event that DTS does not receive further SMS fees for one or more annual SMS periods within the term, DTS reserved the right to suspend all support services provided to Licensee with 15-day notice. SMS may be reactivated by mutual agreement upon payment by Licensee of all SMS fees due for the period in which SMS was not provided. The fees for the term of SMS are outlined in Exhibit A of the Agreement. This Exhibit does not apply to SMS for any modifications of the Licensed Program Materials that may be quoted to Licensee by DTS. The termination of this SMA shall have no effect on the remainder of the Agreement, the terms of which shall remain in full force and effect. Upon termination of the Agreement, however, this SMA shall terminate automatically.

4. Cancellation

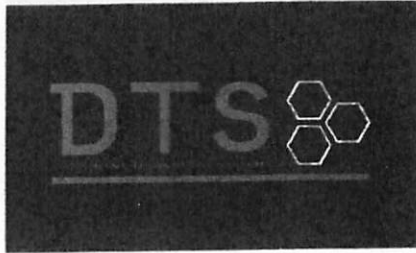
- A. Licensee may terminate this contract by:
- i. Providing written notice no less than thirty (30) days prior to the end of the Term;
 - ii. For cause related to service/product issues by providing written notice no less than thirty (30) days prior to the requested cancellation date if **ALL** of the following have been met:
 - a. The reasons for the requested cancellation are under the direct control of DTS;
 - b. The reasons for the requested cancellation create issues that have a material effect on the ability of the Licensee to perform the critical functions of their office;
 - c. DTS has been formally made aware of the issue(s) in writing;
 - d. DTS has been given a reasonable amount of time to cure after being formally noticed.

5. Software Updates

- A. DTS will distribute new releases of Software Updates on appropriate computer media as and when they become available. One (1) copy of the object code of the Software will be sent to the Customer for each affected software product covered by the Agreement.
- B. DTS will from time to time distribute documentation for the purpose of Software Updates.
- C. DTS has the option of deferring Software Maintenance pursuant to this Agreement should the Customer delay installation of any new release of the Software by DTS.

6. Software Support

- A. In the event that Software Support is purchased by the Customer:
- i. The Support Organization will provide telephone and/or facsimile and/or electronic mail support for problems associated with the routine use and operation of the software.



- ii The Customer shall provide to DTS with the names of two (2) representatives who with DTS's acknowledgement shall have access to the Support Organization's telephone advice service. The representatives may be changed from time to time by Agreement between the parties. The initial representatives shall be the persons referred to on the Software License Agreement.

7. General

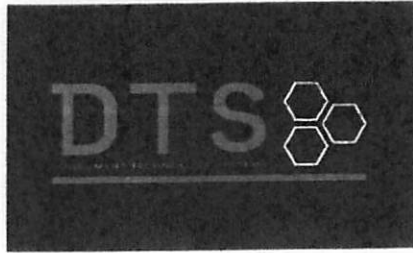
- A. All services to be provided under this Agreement shall be provided between the hours of 9:00 a.m. to 5:00 p.m. (office local time of the Support Organization) Monday to Friday (excluding public holidays). Service coverage required outside of these hours may be arranged by agreement with the Support Organization.

8. Services Not Covered

- A. The following services are not covered by this Agreement provided however they may be provided by mutual agreement at the request of the Customer at charges based on DTS's then current price list and as agreed by both parties.
- B. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion or war.
- C. Rectification of problems caused by use of software not covered by this Agreement.

9. Customer Responsibilities

- A. The Customer must have a valid contract/license to use the TrakRecord Software from DTS.
- B. The Customer shall notify the Support Organization of any Software problem together with complete information concerning the failure, as soon as possible after the problem has occurred.
- C. The Customer will provide the Support Organization with the following:
 - i name of nominated personnel who are competent to use the Software;
 - ii access, both local and high-speed remote internet via VPN from Support Organization's location(s), to the Software and computer(s) on which it resides;
 - iii adequate working space and facilities;
 - iv access to and use of all information necessary to service the Software;
- D. The Customer shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as DTS will not be responsible for loss of or altered files, data or programs;
 - i The Customer agrees to provide an installation environment which meets the specified requirements of the computer on which the software is running.
- E. The Customer agrees to limit use of the Software Maintenance Services that are the subject of this Agreement to occasions when the Software fails to work as set forth in the user manuals or occasions where the user manuals are unclear.



10. Travel Reimbursement and Shipping Expense

- A. Where the Software is located at a distance beyond fifty miles (50 miles) from the Support Organization's office, a travel charge may be made by the Support Organization. If on site support is necessary. Customer agrees to reimburse DTS for such fees.
- B. Customer will pay all shipping and media costs for Software Updates.

11. Extraordinary Expenses

- A. The Support Organization reserves the right to charge, and Customer agrees to pay, for unusual or excessive telephone, shipping, handling media or user manual expenses in connection with the Software Support to be provided hereunder. In all cases, the Support Organization will notify the Customer of these costs in advance.

12. Changes to Software Maintenance Agreement

- A. During the terms of the Agreement no changes shall be made to the terms and conditions contained herein other than by variation agreed to by both parties and comprised in a written variation hereof.
- B. DTS has the right to vary the charges made hereunder if the Customer wishes to extend the service hours beyond normal working hours referred to in Clause 5.

13. Non-Payment

- A. The Support Organization reserves the right to decline to provide Software Maintenance if any amounts invoiced by the Support Organization have not been paid by the Customer within seven (7) days of invoice.

14. Notice

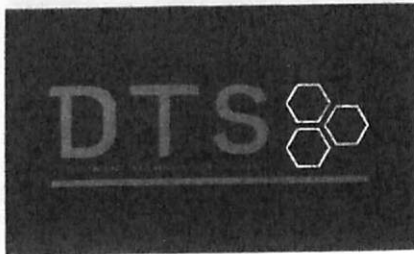
- A. Any notice given in accordance with this Clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address (as appropriate) and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.
- B. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to DTS
Document Technology Systems, Ltd.
PO Box 1028
Cuyahoga Falls, Ohio 44223
Phone: (330) 928-5311
Email: mswihart@dts-doc.com

If to Licensee:
Butler County Recorder of Deeds
124 W. Diamond Street
Government Circle, Floor L
Butler, PA 16001
Phone: (724) 284-5340
Email: mmustell@co.butler.pa.us

15. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, County of Butler and each party thereto submit to the jurisdiction of the Courts of that State and any Courts which may hear appeals there from.



16. Assignment

The Customer may not assign this Agreement to a third party without the prior written agreement of DTS which agreement may be withheld in its complete discretion and without assigning any reason therefor.

17. Force Majeure

DTS shall not be responsible or liable for failure to perform or observe, or for delay in performing or observing any obligation under this Agreement where such failure or delay arises from any cause beyond the control of DTS or the Support Organization (as appropriate), including, but not limited to, strikes, lockouts, industrial action, act of god, insurrection, or civil commotion, or any other cause which DTS or the Support Organization (as appropriate) could not reasonably be expected to have foreseen and avoided.

18. Entire Agreement

This Agreement and the Cover Page and any variations subsequently made to the terms of this Agreement as provided herein, constitute the entire maintenance agreement between the parties in respect of the subject matter hereof and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

19. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, DTS and Licensee have executed this Software Maintenance Agreement on the day and year first written below.

DOCUMENT TECHNOLOGY SYSTEMS, LLC

BUTLER COUNTY

(Signature)

(Signature)

Mark Swihart

(Printed Name)

(Printed Name)

President

(Title)

(Title)

(Date)

(Date)

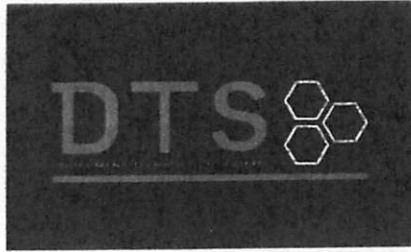


Exhibit A

2026 – SMS Fee - \$39,400.00
2027 – SMS Fee - \$39,400.00
2028 – SMS Fee - \$39,400.00

Fee Schedule for the Renewal Term will be included in the 2029 billing

Thank you for your continued business!!!

STATE PARK ACTIVITIES LICENSE AGREEMENT

This state park activities license agreement is between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, with its principal offices located at 400 Market Street, 7th Floor, Rachel Carson State Office Building, Harrisburg, PA 17105, and Butler County, with an address of 124 W DIAMOND ST., PO BOX 1208 Butler, PA 16003.

In accordance with Section 303(a)(1) of the Conservation and Natural Resources Act (71 P.S. § 1340.303(a)(1)), the Department has the power and duty to supervise, maintain, improve, regulate, police, and preserve all parks belonging to the Commonwealth. Pursuant to Section 318(a) of the CNRA (71 P.S. § 1340.318(a)), the Department has the authority to enter into agreements to exercise these powers and fulfill these duties.

The Commonwealth owns Moraine State Park, McConnells Mill State Park, and the Licensee has requested permission to use a portion of the State Park(s) for the purpose of the Activity. The Department has reviewed and approved the Licensee's request.

The Department now wishes to set forth the terms and conditions under which the Licensee may conduct the Activity in the State Park(s).

The parties, intending to be legally bound, agree as follows:

1. **Definitions.**

"Activity" means Butler County Water Rescue Team 300 Water Rescue Training.

"Activity Date(s)" means 1/5/2026 - 12/31/2026.

"Additional Activity Date(s)" means the date(s) in addition to the Activity Date(s) on which the Activity may occur.

"CNRA" means the Conservation and Natural Resources Act, Act of June 28, 1995, P.L. 89, No. 18 (71 P.S. § 1340.101 *et seq.*).

"Commonwealth" means the Commonwealth of Pennsylvania.

"Department" means the Department of Conservation and Natural Resources.

"Department Representative" means the Department's representative identified in section 25 of this agreement.

"Licensed Area" means the area(s) of the State Park delineated on Exhibit A.

"Licensee" means Butler County.

“Licensee Representative” means the Licensee’s representative identified in section 25 of this agreement.

“Licensee’s Parties” means the Licensee’s members, employees, agents, contractors, participants, spectators, and other invitees.

“State Park” means Moraine State Park, McConnells Mill State Park.

“Use Fee” means the fee that the Licensee shall pay to the Department to use the Licensed Area for the Activity.

2. **Scope of License.**

- a. *Licensed Area.* Subject to the terms and conditions of this agreement, the Department issues to the Licensee a non-exclusive license to enter upon and use the Licensed Area on the Activity Date(s) for the sole purpose of conducting the Activity.
- b. *Use Restrictions.* The Licensee shall not, nor shall the Licensee permit the Licensee’s Parties to, enter upon or use any area of the State Park, including roads, trails, and parking areas, not specifically identified as part of the Licensed Area, without obtaining the prior written consent of the Department Representative. The Department Representative’s written consent will amend Exhibit A to include the additional area(s) identified.
- c. *Reservations.* If the Licensee wishes to utilize reservable Department facilities within the State Park, the Licensee shall submit a reservation request to the Department using the Department’s online reservation system, which can be found at <https://pennsylvaniastateparks.reserveamerica.com/>. The Department may grant or deny the Licensee’s reservation request in its sole discretion.

3. **Other Use.** The Licensed Area will, at all times, remain open to the general public, and the Department may use and permit other parties to use the Licensed Area during the Activity as long as the other use does not conflict with the Activity.

4. **Additional Activity Date(s).**

- a. *Requests for Additional Activity Date(s).* The Licensee may request Additional Activity Date(s) during the term of this agreement by submitting a written request to the Department Representative at least 90 days prior to the requested Additional Activity Date(s). The Licensee’s failure to request the Additional Activity Date(s) at least 90 days prior to the Additional Activity Date(s) may result in the Department’s denial of the request.
- b. *Approval or Denial of Request.* The Department, in its sole discretion, may approve the Licensee’s request for Additional Activity Date(s) on terms and conditions

deemed by the Department to be in the best interest of the Commonwealth or deny the Licensee's request. The Department shall use its best efforts to respond to any such request in writing. If the Department fails to respond to the Licensee's request within 30 days of the request for Additional Activity Date(s), the request will be deemed to have been denied.

- c. *Conditions of Approval.* If the Department approves a request for Additional Activity Date(s), the Licensee shall provide the following to the Department:
- i. copies of all required permits, licenses, permissions, and approvals, including reservations, for the additional date(s);
 - ii. an updated Activity Management Plan for the Activity; and
 - iii. any other information requested by the Department.

The Licensee's failure to comply with these additional conditions within 30 days of the Department's conditional approval of the Licensee's request will result in the rescission of the Department's conditional approval and the automatic cancellation of the Activity on the requested date(s).

- d. *Rescheduling of Activity Date(s).* If either party wishes to reschedule the Activity due to inclement weather or another reason approved by the Department Representative, the Department Representative may approve alternate Activity Date(s) within the applicable calendar year. Any such approval must be in writing.

5. **Administrative Fee.** The Licensee shall pay to the Department a one-time, non-refundable administrative fee in the amount of \$100, which is due upon the Licensee's submission of a signed copy of this agreement to the Department. If the Licensee pays this fee by check or money order, the check or money order must be made payable to the "Commonwealth of Pennsylvania."

6. **Use Fee and Reimbursement of Costs.**

- a. *Use Fee.* The Licensee shall pay to the Department a Use Fee in the amount of \$0 for the Activity Dates(s), which is due upon the Licensee's submission of a signed copy of this agreement to the Department. The Licensee shall pay an additional Use Fee for any Additional Activity Date(s) approved by the Department in the amount determined by the Department within 30 days of the Department's conditional approval of the Licensee's request for the Additional Activity Date(s) under section 4. If the Licensee pays the Use Fee or any additional Use Fee by check or money order, the check or money order must be made payable to the "Commonwealth of Pennsylvania." The Licensee's failure to pay the Use Fee or any additional Use Fee by the respective due date will result in cancellation of the Activity and may result in the revocation of this agreement.
- b. *Reimbursement of Department Costs.* The Licensee shall reimburse the Department for any costs that the Department incurs in connection with the

Activity. Not more than 180 days after the Activity, the Department shall provide an invoice to the Licensee for those costs. The Licensee shall pay the invoice within 30 days of the invoice date.

7. **Refundable Security Deposit.** The Licensee shall pay to the Department a refundable security deposit in the amount of \$0 upon the Licensee's submission of a signed copy of this agreement to the Department and within 30 days of the Department's conditional approval of the Licensee's request for Additional Activity Date(s) under section 4. The Licensee shall pay the security deposit by check or money order made payable to the "Commonwealth of Pennsylvania," debit or credit card, or other form of security required by the Department. In some instances, the Department may require an irrevocable letter of credit or a bond as security. The Licensee's failure to provide the security deposit by the due date will result in cancellation of the Activity and may result in revocation of the agreement. The Department shall refund the security deposit to the Licensee as soon as practicable following the Licensee's complete performance of its obligations under this agreement, as determined by the Department in its sole discretion. The Department reserves the right to modify the amount of the security deposit in its sole discretion.
8. **Licensee Charges.** The Licensee may charge reasonable fees for admission to or participation in the Activity and for any items or services provided in connection with the Activity. The Licensee shall not utilize preferential pricing in connection with the Activity. The Licensee shall not charge a parking fee for any vehicle seeking to park in the Licensed Area. All charges by the Licensee related to the Activity are subject to the Department's prior approval.
9. **Activity Management Plan.** The Licensee shall comply with the Activity Management Plan set forth in Exhibit B.
10. **Special Conditions.** The Licensee shall conduct the Activity in accordance with the Special Conditions set forth in Exhibit C.
11. **Coordination with Department.** The Licensee shall fully coordinate the Activity with the Department. The Licensee shall provide any additional facilities or services in connection with the Activity as the Department deems necessary. The Department Representative may place further conditions on, suspend, or terminate the Activity as deemed to be in the best interest of the Commonwealth.
12. **Permits, License, and Approvals.** The Licensee shall obtain all required permits, licenses, permissions, and approvals from the applicable federal, state, or local governments and adjacent landowners (when applicable) to conduct the Activity. The Licensee shall provide copies of these permits, licenses, permissions, and approvals to the Department with its signed copy of this agreement.
13. **Compliance with Applicable Laws.** The Licensee shall comply with all federal, state, and local statutes, rules, regulations, ordinances, and policies applicable to the Activity and its use of the Licensed Area.

14. **Compliance with State Park Rules and Regulations.** The Licensee shall comply with, and ensure that the Licensee's Parties comply with, all Bureau of State Park rules and regulations set forth in 17 Pa. Code Chapter 11.
15. **Maintenance of Licensed Area.** The Licensee shall maintain the Licensed Area in good condition during the Activity.
16. **Trash Collection and Removal.** The Licensee shall collect and remove trash from the Licensed Area as directed by the Department Representative.
17. **Signs and Other Markings.** The Licensee shall not post any signs or mark Department property in any manner except with the written consent of or as directed by the Department Representative. All aspects of sign design, placement, wording, and construction require the prior written approval of the Department Representative. The Licensee's signs must be free standing and not affixed to trees, Department signs, traffic signs, or buildings. The Licensee shall not use paint, chalk, or any substance that leaves a residual mark on Department-managed roadways, trails, sidewalks, buildings, or trees. The use of removable tape on road and trail surfaces is permitted.
18. **Site Restoration.** At the conclusion of the Activity, the Department may conduct an inspection of the Licensed Area with the Licensee to assess its condition. The Licensee shall restore the Licensed Area to its condition immediately prior to the Activity as directed by the Department Representative at the conclusion of the Activity. Site restoration includes, but is not limited to, removing all trash, signs, and other markings and any personal property that is brought onto the Licensed Area by, or on behalf of, the Licensee or the Licensee's Parties, including, without limitation, equipment, fixtures, vehicles, or other personal property. If the Licensee does not restore the Licensed Area to the Department's satisfaction, the Department may, at its option, perform the necessary work and invoice the Licensee for the reasonable cost of the work. The Licensee shall pay to the Department the full invoiced amount within 30 days of the date of the invoice. This section survives the termination of the agreement.
19. **Background Clearances.** The Licensee shall cause all employees and volunteers who have direct contact with children to obtain all required clearances in accordance with the Child Protective Services Law, 23 Pa. C.S. § 6301 *et seq.* These clearances may include the following: Pennsylvania Child Abuse History Clearance; Pennsylvania State Police Criminal Record Check; and Federal Bureau of Investigation Criminal Background Check. Information regarding when these clearances are required is found at <http://www.keepkidssafe.pa.gov/index.htm>. Upon the Department's request, the Licensee shall furnish copies of all required background clearances to the Department.
20. **Use of Department's Name and Logo.** The Licensee shall not use the Department's name or logo in connection with the Activity without obtaining the Department's prior written consent.

21. **Assumption of the Risk; No Liability.** THE LICENSEE'S ENTRANCE UPON AND USE OF THE LICENSED AREA WILL BE AT ITS OWN RISK. NEITHER THE COMMONWEALTH NOR THE DEPARTMENT SHALL BE LIABLE FOR ANY PERSONAL INJURY OR ILLNESS (INCLUDING DEATH), OR ANY LOSS OR DAMAGE TO ANY PERSONAL PROPERTY, (INCLUDING WITHOUT LIMITATION, EQUIPMENT, FIXTURES, VEHICLES, OR OTHER PERSONAL PROPERTY) SUFFERED BY THE LICENSEE AS A RESULT OF ITS USE OF THE LICENSED AREA OR PERFORMANCE OF THE ACTIVITY.

22. **Indemnification.**

- a. *Licensee Obligations.* The Licensee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the use of the Licensed Area or the performance of the Activity by the Licensee or the Licensee's Parties under this agreement, as determined by the Commonwealth in its sole discretion.
- b. *Commonwealth Attorneys Act.* The Commonwealth shall provide the Licensee with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General ("OAG") has sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Licensee, the Commonwealth will cooperate with all reasonable requests of the Licensee made in defense of such suits.
- c. *Settlement.* Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Licensee to control the defense and any related settlement negotiations.

23. **Insurance.**

- a. *General Liability Insurance Coverage.* The Licensee shall obtain and maintain general liability insurance coverage for all risks associated with the Activity and its use of the Licensed Area. The minimum amount of the coverage must be \$500,000 per person and \$1,000,000 per occurrence for personal injuries or death and \$500,000 for property damage. The policy must be occurrence based rather than claims-made and must name the Commonwealth of Pennsylvania as an additional insured. The insurance must not contain any endorsements or other form designed to limit or restrict any action brought by the Commonwealth as an additional insured against the coverage. The policy must contain a provision that provides that the coverage may not be changed nor may the policy be cancelled or changed

without first providing at least 30 days' written notice of change or cancellation to the Department.

- b. *Proof of Insurance.* The Licensee shall provide a copy of the certificate of insurance to the Department on or before the date that the Licensee submits a signed copy of this agreement to the Department. If the Licensee subsequently requests Additional Activity Date(s), the Licensee shall resubmit its certificate of insurance to the Department within 30 days of the Department's conditional approval of the Licensee's request in accordance with section 4. The Department must be named on the certificate of insurance as a certificate holder and additional insured. The Licensee's failure to provide the required certificate of insurance by the due date will result in the cancellation of the Activity and may result in the revocation of this agreement. The Department may inspect the original policy upon request.
- c. *Expiration of Policy.* If the term of the policy expires prior to expiration of this agreement, the Licensee shall renew the insurance so that there is no lapse in coverage and shall promptly forward a certificate of insurance to the Department evidencing the renewal.

24. **Conflict Resolution.** The Department Representative shall be the sole judge of any conflict arising between the Activity and any other activities carried on by the public in the State Park. The Department Representative shall have the full authority to resolve the conflict in the best interest of the Commonwealth. The Licensee shall abide by the decision of the Department Representative.

25. **Party Representatives.** The parties designate the following individuals as their representatives for all matters pertaining to the administration of this agreement.

a. *For the Department:*

Park Manager, Moraine State Park
225 Pleasant Valley Road
Portersville, PA 16051-2031
Email: morainesp@pa.gov
Phone: 724-368-8811

Park Manager, McConnells Mill State Park
c/o Moraine State Park
225 Pleasant Valley Road
Portersville, PA 16051-9650
Email: morainesp@pa.gov
Phone: 724-368-8811

b. *For the Licensee:*

Butler County

Deputy Emergency Management Coordinator
124 W DIAMOND ST.
Butler, PA 16003
Email: SHoffman@co.butler.pa.us

The Licensee shall immediately notify the Department of any change in the Licensee Representative.

26. **Term.** The term of this agreement will commence on the date of the last Commonwealth signature and terminate on December 31, 2028, unless sooner revoked or terminated in accordance with section 27.
27. **Revocation/Termination.**
 - a. *Revocation by Department.* The Department may revoke this agreement or cancel the Activity at any time for any reason by providing written notice of revocation or cancelation to the Licensee.
 - b. *Termination by Licensee.* The Licensee may terminate this agreement at any time by giving prior written notice to the Department of termination.
 - c. *Refunds.* If the Department revokes this agreement or cancels the Activity due to a material breach of a term or condition of this agreement by the Licensee, the Licensee will not receive a refund of the Use Fee or any additional Use Fee. Other refunds may be granted by the Department in its sole discretion.
28. **Applicable Law and Forum.** This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Licensee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has *in personam* jurisdiction over the Licensee, and the Licensee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.
29. **Amendments and Modifications.** Except as provided in sections 2(b) and 4, amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as this original agreement.
30. **Assignment.** The Licensee may not assign or transfer any of its rights or duties under this agreement to another party.
31. **Severability.** The provisions of this agreement are severable. If any provision of this agreement is declared null and void, the remaining provisions of this agreement will remain in full force and effect.

32. **No Waiver.** No delay or failure of the Commonwealth or the Department to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by the Department or the Commonwealth of the provision or its right or remedy.
33. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.
34. **Electronic Signatures.** This contract may be signed electronically in accordance with the Electronic Transactions Act, Act of December 16, 1999, P.L. 971, No. 69 (73 P.S. § 2260.301 *et seq.*).

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES

| | |
|--|---------------|
| _____ Director or designee Bureau of State Parks | _____ Date |
|--|---------------|

BUTLER COUNTY

| | |
|--|---------------|
| _____ Leslie Osche Chair, Butler County Board of Commissioners. | _____ Date |
|--|---------------|

* If Licensee is a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer, or Chief Operating Officer must sign; if a sole proprietor, the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, a member must sign, unless it is managed by a manager, in which case, the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this agreement.

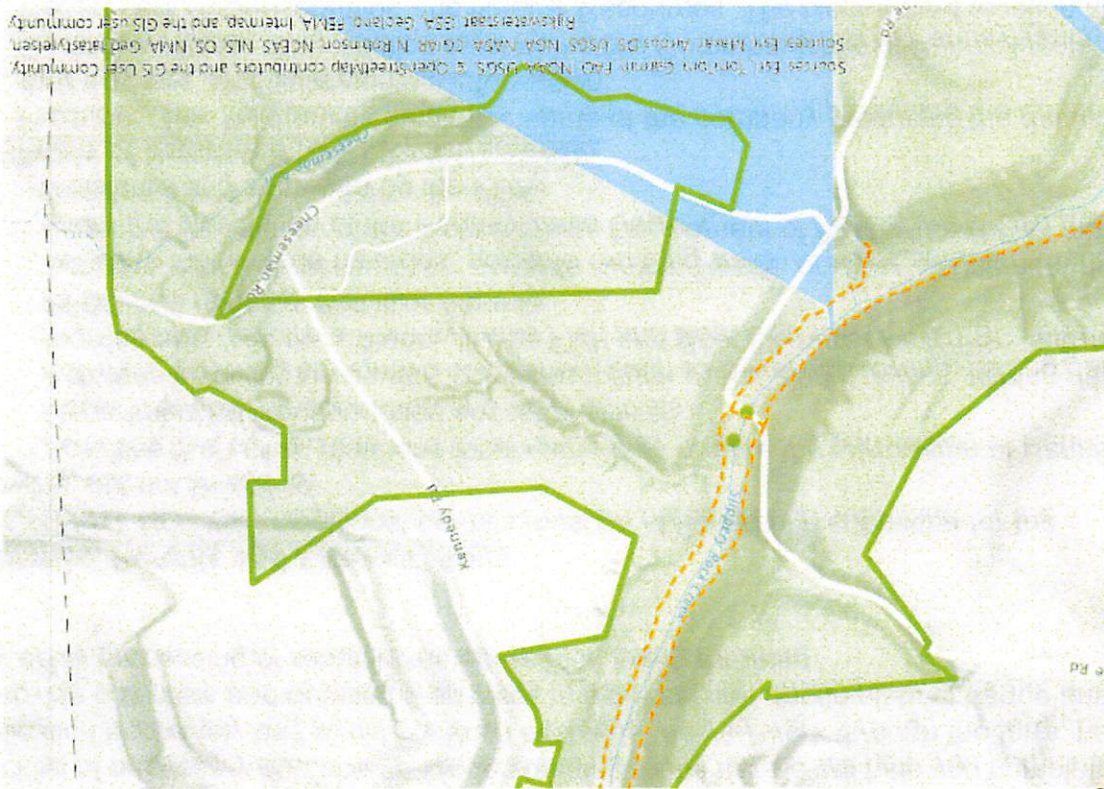
APPROVED AS TO LEGALITY AND FORM:

| | |
|-------------------------------------|---------------|
| _____ Office of Chief Counsel | _____ Date |
| <<<7D-FA-30.0>>> | 3/19/25 |
| _____ Office of General Counsel | _____ Date |
| <<<7D-FA-30.0>>> | 4/28/25 |
| _____ Office of Attorney General | _____ Date |

EXHIBIT A

Map of Licensed Area

Eckert Bridge
Eckert Bridge



Bear Run Boat Launch
Bear Run Boat Launch



Activity Application Instructions:

Before you begin filling out the application, please take a few moments to carefully review the first two pages in their entirety. This section contains important instructions and a checklist of necessary documents. Understanding these details will help you complete the application accurately and avoid common mistakes. As you work through the form, be sure to provide complete and detailed responses in each section. Incomplete or vague answers may delay processing or result in the application being returned.

Insurance, Permits and Authorizations

IMPORTANT NOTICE: Additional permits must be obtained and submitted for the following, but not limited to:

- a. Activities that utilize state and local roads may require the permission of Pennsylvania Department of Transportation and local officials.
- b. Activities involving an aquatic component such as kayaking, rowing, fishing derbies/tournaments, require a Pennsylvania Fish and Boat Commission (PFBC) permit, form PFBC-500 (Special Activities Permit).
- c. Activities that include hayrides, portable climbing walls, or other amusement rides under the jurisdiction of the Pennsylvania Department of Agriculture (PDA) must be registered and approved by the PDA.

Certificate of Insurance (COI) Requirements:

1. Producer: This field must contain the name of the company producing the document, their address, and valid contact information.
2. Certificate Holder: This section must name the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources. The Department location name (state park or state forest) and address must also be listed.
3. Policy Effective Date: The date(s) must encapsulate the date(s) of the activity. This includes set up and tear down of the activity.
4. Please know that the expiration of most policies is at 12:01 am. For example: if the COI expires on 08/01 at 12:01am and the event's last day is 08/01, the COI is incorrect and needs to be adjusted for an expiration date of 08/02.
5. Insured Party name and address: Must match the EXACT organization/personal name on this application. If a business, the name must match exactly to the name registered with the Pennsylvania Department of State.
 - Description of Operations:
 - Must reference the requested event(s) with date or date range if there is set-up/tear down days.
 - Must reference forest and/or park location
 - Must contain language naming the "Commonwealth of Pennsylvania, Department of Conservation and Natural Resources" as an additional insured.
 - SAMPLE:** The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources is additional insured for the "Event Name" held on "Event Date/Date Range" on commonwealth-owned lands known as "Name of Parks/Forests". NOTE: all parks/forests that the event encompasses should be included on the COI under Description of Operations.
 - The policy must be Occurrence based and not Claims-Made in the amount of \$1,000,000
 - The COI must cover potential liability for personal injuries or death to the Commonwealth as well as potential \$500,000 for damages to Department property.

Business Entities:

If you are a business and applying to host an activity on Department lands, ensure that your business name corresponds with your Pennsylvania Department of State registered business name. For example: YourTown YMCA when searched is actually YourTown Young Mens Christian Association, Inc.

To search and confirm your registered business name, refer to the [Pennsylvania Department of State Business Search](#).

If Licensee is a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer, or Chief Operating Officer must sign; if a sole proprietor, the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, a member must sign, unless it is a managed by a manager, in which case, the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this agreement.

Fees:

The Licensee shall pay an Administrative Fee, Use Fee, and possibly a Refundable Security Deposit for Activities approved by the Department in the amount determined by the Department.

Mitigation of Impacts:

Every attempt should be made to mitigate the impacts that your event may have on DCNR's natural and cultural resources. If damages occur, you will be required to repair damages and/or compensate DCNR for the damages.

Maps:

Please provide map(s) that shows where the activity will take place including but not limited to: 1.) State Forest/Park areas and/or roads upon which the activity will be held; and 2.) Activity areas, such as parking, course route, first aid stations, etc.

All maps should be sent in with the Initial Request.

Suggested base maps are State Forest/State Park maps, [DCNR Interactive Map](#), Internet mapping websites or other appropriate map. All maps must be clearly labeled to convey as to what is being shown. Please [click on this sample map](#) for guidance.

Reservations:

Activities that impact or require facilities will need to be reserved. Reservations can be made online. Standard reservation policies apply, including refunds if your event is canceled for any reason.

[Campgrounds and Camping Reservations - Pennsylvania State Parks](#)

When is a reservation needed?

- a. If your activity involves the use of a camping facility or a state park pavilion (forest pavilions are not rentable).
- b. If your activity requires a starting point or ending point that impacts a rentable facility(ies), then those facility(ies) need to be reserved in order to mitigate visitor conflicts. Example – a pavilion in a park day use area where the activity starts/ends, impacting the visitor experience.
- c. If your activity impacts the solitude of individual camp sites (you will need to reserve the impacted sites in order to mitigate visitor conflicts).
- d. The Department may grant or deny the Licensee's reservation request in its sole discretion.

Activity Management PlanOrganizer/Organization Name: Butler County Water Rescue Team 300 Activity Date: 01/01/2026Activity Name: Water Rescue TrainingContact 1 Name: Mark AdomaitisContact 1 Phone: 724-272-2967 Contact 1 Email: 20markad@gmail.com

Contact 2 Name: _____

Contact 2 Phone: _____ Contact 2 Email: _____

Section 1: Activity Background

1. Describe the activity to be conducted:

PFBC water rescue classes and updated training is held periodically throughout the year.

2. Describe the locations where the activity will take place. Include all locations to be used; please include descriptions of parking areas, bathrooms, pavilions, lakes or streams, trails, camping areas, and all other applicable park/forest facilities:

South Shore - Moraine SP

McDanel's Launch - Moraine SP

Eckert Bridge - McConnells Mill SP

Training takes place on/in the water

3. Are you requesting that this activity occur for subsequent years?

☒ YES☐ NO

4. Are you requesting that this activity occur multiple times throughout the year?

☐ YES☐ NO

Section 2: Risk, Safety and Support Management

5. Identify any special requirements the participants must meet:

All participants must complete classroom training/pool sessions before engaging in training on/in the water.

6. Identify the procedures to be utilized to screen participants:

All participants must fill out applications and PFBC required paperwork (waiver from liability, emergency contact, & assumption of risks) before training occurs.

7. How will you collect/manage/distribute emergency contact information for participants:

The lead instructor is required to hold all participants' contact info until training is complete.

8. In the event of an emergency, how will your risk management plan and emergency response be communicated to your group?

All participants are issued a PAR number, and emergency response is discussed prior to training each day. Typically, 3 whistle blasts is an ALL STOP emergency response.

9. Identify the procedures to be utilized to make sure that participants and spectators recognize the risks involved in the activity and, where appropriate, agree to release and hold harmless the Commonwealth of Pennsylvania from any and all liability arising from participation in the activity:

All participants are required to fill out PFBC risks paperwork.

10. List possible safety risks and your safety plan pertaining to this activity, involving personal injury or property damage to:

a. Personal injury risks to Participants:

All participants are reminded that this training may contain hazards and the risk of slips, trips, falls, cuts, abrasions, and bruises may occur.

b. Personal injury to Spectators:

None

c. Damage risks to Department-owned infrastructure:

None

11. Describe how parking and traffic will be monitored and controlled:

Participants are instructed to park in provided parking spaces.

12. Describe how Event Staff will be identifiable to the participants/spectators/sponsors/park or forest personnel:

Bright colored drysuits/PFDs will be worn by all participants.

13. Describe how Event Staff will communicate to:

a. Other Event Staff:

Face-to-face/county radios

b. Participants/Spectators:

Face-to-face/radios

c. Park/Forest Personnel:

Park offices will be notified prior to training, and can be contacted by phone/radio

14. Will you provide any security personnel to manage participants and spectators? ☐ YES ☐ NO

Please describe why/why not?

N/A

15. Describe how you plan to provide crowd control:

N/A

16. Local Emergency Services Coordination:

a. Do you plan to *notify* the local police, fire department, or emergency services that this event will be taking place? ☐ YES ☐ NO

b. Do you plan to coordinate with local police, fire department, or emergency services for assistance with this event? ☐ YES ☐ NO

If yes, please describe how these services will be utilized:

Local AHG and Butler Emergency Services will be notified prior to training.

Are you willing to share event photos and video content if requested by the Department? If selected, this data may be used for DCNR promotions and press releases. ☐ YES ☐ NO

If requested, are you willing to share an after-event report, including information such as operational concerns, medical events, actual participant/spectator counts, demographic information, financial reports, etc.? ☐ YES ☐ NO

Has this activity been relocated here from another state forest/park? ☐ YES ☐ NO

Have Marcellus shale gas related activities changed your recreational use of another state forest/park? ☐ YES ☐ NO

Have Marcellus shale gas related activities changed your recreational use of this forest/park? ☐ YES ☐ NO

Have Marcellus shale gas related activities changed your experience in another state forest/park? ☐ YES ☐ NO

Have Marcellus shale gas related activities changed your experience in this state forest/park? ☐ YES ☐ NO

Section 6: Acknowledgment

By submitting this application, I acknowledge and agree to the following:

- I understand that payment of the non-refundable administrative fee of \$100 is required and must be made to the Commonwealth of Pennsylvania. Payments are given/mailed to the appropriate State Park/Forest District Office. Payments must be sent within 30 days of approval.
- I hereby swear or affirm that the facts set forth above are true and correct to the best of my knowledge, information, and belief. I understand that I am subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.
- I confirm that all required supporting documentation has been attached and submitted as part of this application.
- I understand that any false statements, omissions or misrepresentations may result in the denial of my application or additional action by the Department as deemed necessary.
- I understand that this application does not guarantee approval of the activity.

Signature

Mark Adomaitis

Print Name

10/21/25

Date

EXHIBIT C

Special Conditions

- The Licensee shall contact the Department's Representative no less than 30 days prior to Activity.
- The Licensee shall provide final attendance numbers to the Department's Representative.
- The Licensee shall require its representatives to wear suitable garments that easily identify them as "Event Staff" or similar.
- The Licensee shall ensure Activity representatives are onsite. Licensee's representatives shall wear suitable garments that easily identify them as "Event Staff" or similar.
- The Licensee will ensure a means of tracking participants during the Activity. Upon the completion of the Activity, the Licensee will ensure 100% physical accountability of all participants, Activity staff / volunteers, and support staff.
- The Licensee may erect tents, tables, and seating at locations approved in advance by the Department's Representative.
- The Licensee shall ensure that Activity headquarters, emergency services, and aid station personnel remain in contact for the duration of the Activity. Means of contact can be telephonic, radio, or physical.
- The Licensee shall have at least one person on the Activity area who is certified in First Aid and CPR. The individual shall also have an adequately stocked first aid kit and the ability to communicate with local emergency services, including 911.
- The Licensee shall coordinate and secure a Water Safety Captain for the duration of the Activity. The Water Safety Captain shall monitor Licensee's participants on the water while swimming and with boats and kayaks.
- The Licensee shall provide lifeguards and water rescue personnel for the duration of the Activity.
- Licensee shall immediately notify the Department's Representative of all incidents related to the Activity that require emergency medical service involvement.



**INDUSTRIAL
COMMERCIAL
ELEVATOR™**

Industrial Commercial Elevator, Inc.

ELEVATOR MAINTENANCE CONTRACT

November 25th, 2025

County of Butler

Units Serviced: One (1) Schindler Hydraulic Elevator

Evans City Senior Center
426 E Main St,
Evans City, PA 16033

EXTENT OF COVERAGE:

Under the terms and conditions of this service agreement subsequently set forth, we will maintain the elevator equipment herein described, using skilled personnel directly employed and supervised by us. The regular services to be performed by us will include examination, adjustment and lubrication, as required, and if required, repair or replacement of the following non-proprietary components:

Basic Components:

Controller components: resistors, timers, fuses, overloads, minor contacts, coils, packing, drive belts, strainers. Functional components of car and hall operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, travel cables, signal lamps (during regular PM only), interlocks, door closers, buffers, switches, door protection device, and alarm bells.

Major Components:

Motor, pc boards, pump unit, solid state devices, contactors and valve rebuild.

We also agree to:

Repair or renew conductor cables when necessary.
Renew guide shoes or rollers as necessary to insure smooth and quiet operation.
Lubricate all guide rails properly except when roller guides are used.
Furnish all lubricants.
Maintain all accessory equipment except such items as are hereinafter excluded.

RESPONSIBILITY FOR REPAIRS OR RENEWALS:

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment or car due to any other cause beyond our control, except ordinary wear.

We shall not be required to make repairs or renewals necessitated because of the obsolescence of parts or equipment.

We shall not be required to make safety tests or to install new attachments or devices on the equipment as directed or recommended by insurance companies or by governmental authorities.

The following items are not included in this agreement:

Refinishing, replacing, re lamping or repairing of elevator car enclosures, car door panels, hoist way enclosures, fixtures, hoist way door panels, frame and sills, fans and fan motors.

The first replacement of Hydraulic Packing. Underground Piping or underground equipment including to but not limited to hydraulic cylinder and jack unit.

WIRING DIAGRAMS:

It is the responsibility of the owner to make available all wiring diagrams, manuals and any special diagnostic equipment necessary to service the elevator equipment in a safe and expeditious manner.

HOURS OF WORK:

We will perform all services during our regular working hours of regular working days. The services include callbacks for emergency minor adjustment callbacks during regular working hours, including all calls received prior to 3:30 p.m. local time. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse, or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or requires more than two hours to complete.

FREQUENCY OF INSPECTION:

ICE will provide Quarterly preventative maintenance inspections at regular intervals.

TERMS:

The service specified herein will be for a term of 5 year(s) from the Commencement Date. Either party may terminate this agreement at the end of the first term or any subsequent term by giving the other party 90 days written notice.

At the termination of each one-year period in which this agreement is in force, the price will be adjusted in accordance with the Price Adjustment Provision as set forth in this Agreement.

ICE reserves the right, in addition to all other legal remedies, to discontinue this contract at any time by notification in writing should invoices rendered for the maintenance or repair of the equipment described under the terms of this agreement not be paid within thirty (30) days from the date of invoices.

LIABILITY:

It is expressly understood and agreed that ICE assumes no liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of ICE or its employees. ICE shall not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same is herein specified, and in any event it shall not be liable for consequential damages. No work, service or liability on the part of ICE other than that specifically mentioned herein, is included or intended.

Due to insurance liability, for the term of the contract, no work may be performed on any equipment covered by this contract by any contractor or company other than ICE, without the express written consent of ICE. In the event of a major repair that the purchaser deems necessary to secure bids for, ICE will, at its option, match the low bid price of any competitor or allow that competitor to do the work.

PRICE ADJUSTMENT PROVISION:

An annual adjustment of the contract price shall be made at the end of each year in which this agreement is in force. The adjusted price shall be effective for the following year and shall be made on the following basis:

1. Fifteen percent (15%) of the total contract price shall be increased or decreased by the percentage of increase or decrease shown by the index of "Wholesale Commodity Prices for Metals and Metal Products.
2. Eighty Five percent (85%) of the total contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate paid to the elevator mechanic in the locality where the elevator equipment is maintained.
3. For the purpose of this agreement and subsequent adjustments, the straight time hourly rate for elevator mechanics shall equal the actual hourly rate paid to the elevator mechanics plus the fringe benefits granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization.

CONTRACT PRICE:

The contract price for our services shall be (\$195.00) dollars per Month, payable in advance upon presentation of invoice. You shall, as an addition to the price herein, pay the amount of any sales, use, excise or other tax, which may now or hereafter be applicable to the services to be performed under this agreement.

COMMENCEMENT DATE:

The commencement date of this agreement will be when the agreement is fully executed.

ENTIRE AGREEMENT:

It is understood and agreed that this proposal and your acceptance shall constitute the entire agreement for the service herein described; that all other prior representations or agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon ICE until approved by one of its executive officers as Pittsburgh, Pennsylvania.

Respectively submitted,

INDUSTRIAL/COMMERCIAL ELEVATOR CO. INC.

Courtney Meyer
Sales Representative
CM-2025-113-FMQ

Accepted by Owner/Authorized Representative Accepted by ICE Executive Officer

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____



Planned Maintenance Agreement Renewal

The Verdin Company
P.O. Box 23128
Cincinnati, OH 45223

Service: 877-549-1769
E-Mail: PMA@verdin.com
Web: www.verdin.com/service

Butler County Courthouse
Butler County Accounts Payable
P.O. Box 1208
Butler, PA 16003

Maintenance Service Agreement

1 CALL(S) PMA
2026 Calendar Cycle (1/1/2026-12/31/2026)
for
4-Sided Tower Clock & 1 Stationary Cast Bell

Quote Date: 11/25/2025
Customer Number: 015884
PMA Price*: \$890.00
Inv. Number: Z-PABU006-PM1

**Plus Sales Tax if Applicable*

Lift Required to Perform Service? **No**

If a lift is required for service, it is the customer's responsibility to procure lift prior to tech arrival, failure to do so will incur a delay in service and additional charges

Contact on File

Updated Contact:

Point of Contact:

Phone:

E-Mail:

Payment and Credit Card Authorization Form

Complete this form, sign, and return with payment to accept your Verdin Planned Maintenance Agreement. Mail the form and payment back using the supplied envelope, PLEASE WRITE YOUR INV. NUMBER (Z-PABU006-PM1) ON THE PAYMENT.

Payment Type: ☐ Credit Card ☐ Check ☐ PO

☐ By checking this box, I agree to the addition of 3.5% Credit Card Processing Fee

Name on CC _____

CC # _____

Signature _____

Email: _____

Expiration _____

Title _____

Phone _____

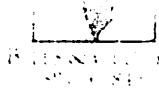
Remit to: The Verdin Company, PO Box 23128, Cincinnati, OH 45223
Fax CC Payments to: 513-672-2482 Billing Inquiries: 877-549-1769
See Terms and Conditions on reverse

VERDIN PLANNED MAINTENANCE SERVICE

Terms and Conditions

Verdin will provide general maintenance services for the items of equipment specified in this Agreement per the following terms and conditions.

1. **All maintenance services will be performed by Verdin service technicians trained and qualified to provide the services required to maintain the Customer's equipment in good operating condition.**
2. **Verdin agrees to provide routine maintenance services such as lubrication, adjustments, testing of mechanical and electronic control equipment, and general upkeep to slow the process of normal wear and tear. Such routine maintenance service does not include the reconditioning or repairing of broken equipment, the provision of replacement parts, or repairs to damaged equipment caused by neglect or abuse, vandalism, power surge, accident, fire, flooding, lightning strike, or other Acts of Nature.**
3. **In the event Customer's equipment requires services or parts that are beyond the scope of this Agreement, Verdin will provide Customer with an estimate of the costs for such services or parts. Such service calls shall be charged to the Customer at Verdin's "Preferred" rates for customers with a planned service agreement. Verdin agrees to provide Customer with a 10% discount on all Verdin parts purchased during this Agreement. The customer will be invoiced for parts or services beyond the scope of this Agreement after the work is completed and agrees to pay such invoices within 30 days.**
4. **Customer agrees to provide at its cost safe and secure access to the equipment specified in this Agreement, including any required cranes, man-lifts, or hoists and the operators of such equipment. Verdin, at its sole discretion, may agree to provide the equipment required to access the covered products under this Agreement. The customer agrees to reimburse Verdin for the cost of all such equipment plus a minimum service fee of 25%.**
5. **Payment for planned maintenance is payable in advance in U.S. dollars and is non-refundable. Credit card payments are subject to a 3.5% service fee.**
6. **Maintenance services that are not completed during the contract period as a result of Verdin's failure to meet its obligations under this Agreement may be performed, at Verdin's discretion, after the expiration of this Agreement.**
7. ***Customers in the United States that are tax-exempt are required to provide a tax-exempt certificate; please include a copy in the return envelope or scan it and e-mail a copy to Verdin Service at PMA@verdin.com.***
8. ***For Canadian Customers, the HST/GST will be billed separately. If applicable, Canadian customers may be able to claim all or a portion of taxes paid as an ITC (Input Tax Credit).***
9. **If you have questions about your Planned Maintenance Agreement, don't hesitate to contact the Verdin Service Department at 877-549-1769 or PMA@verdin.com**



Dear Verdin Customer,

Our records indicate that The Verdin Company installed or serviced your bell or clock equipment in the recent past. We value your trust in our products and are committed to helping you maximize their performance, safety, and longevity.

To support this goal, we invite you to join more than 2,000 other Verdin customers by enrolling in our Preventive Maintenance Program to keep your equipment running smoothly and safely. While your Verdin equipment is designed and built to last in harsh environments, our proactive maintenance program will help avoid unexpected downtime, reduce repair costs, and extend the life of your valuable investment.

Here are some of the benefits you can expect when signing up for a preventive maintenance visit:

- Our factory-trained technician will come on site to carefully inspect all the components of your system to ensure they are operating correctly. Services include the lubrication of moving parts, bolt tightening, adjustments, and programming tailored to your equipment's needs.
- Our technicians can identify and fix potential problems before they lead to costly failure and unexpected interruptions in performance.
- Addressing small issues during a maintenance visit is less expensive than replacing major parts damaged by neglect.
- All PMA customers receive a 10% discount on parts purchased during the term of the contract.

Once we receive your payment, we will add your location to our maintenance schedule. One of our team members will reach out a few weeks in advance to confirm the date of the maintenance visit and discuss any special site requirements such as lift equipment, access issues, or hours of service. Because our technicians often travel long distances to reach a customer's site, we can't promise a specific date but will do our best to schedule a maintenance visit on a day that works best for you.

The Verdin maintenance program is a strategic investment that delivers long-term value and peace of mind by reducing the costs of unexpected repairs and making sure your bell and clock equipment operates safely and reliably.

Thank you for entrusting Verdin to provide you with the finest bell ringing and clock equipment. As a 6th generation family-owned business, we prize the enduring relationships we have built with our customers who count on us to protect their legacy investments.

With appreciation,

Josh Keesee | PMA Manager

o: 513.241.4010 x1050

jkeesee@verdin.com



HUMAN SERVICES DEPARTMENT

COUNTY GOVERNMENT CENTER ANNEX – 1ST FLOOR
124 WEST DIAMOND STREET, P.O. BOX 1208
BUTLER, PA 16003-1208

Butler County

TELEPHONE: (724) 284-5114 – TTD USERS: (724) 284-5473
FAX: (724) 284-5128 – EMAIL: bcmhmr@co.butler.pa.us

DATE: January 22, 2026

TO: Maria Malloy
Chief Clerk

FROM: Amanda Feltenberger
Human Services Director

RE: Commissioners' Public Meeting – January 28, 2026
Human Services Agreements

I am requesting Commissioners' approval of the following Human Services items:

Human Services

1. Approval of the following Human Services amendment for July 1, 2025 – June 30, 2026:

ANR #2 Amendment - add Shared Ride Cost Settlement for losses incurred in FY25-26 totaling \$330,000 (Agreement upon Availability of Funding from PennDot)

Drug & Alcohol

1. Approval of the following Drug & Alcohol (6-Month) Extension Modification Agreements for July 1, 2025 to December 31, 2025:

| Cranberry Township Comprehensive Treatment Center: | | |
|--|--|--------------|
| Facility No. 107024 | Methadone Maintenance- Adults 1.0-OTP | \$15.60/ Day |

Children & Youth

1. Approval of the following Butler County Children and Youth/Juvenile Probation contract for July 1, 2025 – June 30, 2026:

| Community Specialists Corporation dba New Outlook Academy | | | | | | | | | |
|---|--|----|--------------------------|--|--|--------|--------|----------|----------|
| | | | | | | Maint | Admin | Total | Unit |
| 401650 | | SH | General Residential | | | 252.90 | 90.54 | 343.44 | Per Diem |
| 401650 | | NM | Inpatient Drug & Alcohol | | | 243.04 | 157.05 | 400.09 | Per Diem |
| 401650 | | SP | Shelter Care | | | 215.98 | 205.27 | 421.25 | Per Diem |
| 401650 | | SS | Specialized Settings | | | 182.62 | 253.79 | 436.41 | Per Diem |
| 401650 | | AC | Enhanced Support Program | | | 905.63 | 313.37 | 1,219.00 | Per Diem |
| | | | | | | | | | |

2. Approval of the following Butler County Children and Youth/Juvenile Probation contracts for January 1, 2026 – June 30, 2029:

| | | | | | | | | | |
|--------------------------------|--|--|------------------------------------|--|--|--|--|----------|-------|
| David L. Montgomery, Esq. | | | | | | | | | |
| | | | Attorney Services (1/1/26-6/30/29) | | | | | 9,985.00 | Month |
| | | | | | | | | | |
| Kenneth Harris, Esq. - 6/26/24 | | | | | | | | | |
| | | | Attorney Services (1/1/26-6/30/29) | | | | | 7,000.00 | Month |

Butler County Parks and Recreation Department

184 Alameda Park Road Butler, PA 16001
(724) 284-5383 FAX (724) 284-5431 TDD (724) 284-5473

DIRECTOR
Lance Welliver



Memo

To: Butler County Commissioners
From: Lance Welliver, Parks & Recreation Director
Date: January 20, 2026
Subject: 2026 Shelter Rental Fee Schedule

The Butler County Parks and Recreation Commission with the recommendation of the Park Advisory Board is requesting the approval of the fees for the 2026 shelters at Alameda Park.

| SHELTER | MONDAY- THURSDAY | | FRI., SAT., SUN., & HOLIDAYS | | PLEASE NOTE: | | | |
|-----------------|---------------------|--------------|---------------------------------|--------------|--------------------------------|--|--|--|
| | | New 2026 fee | | New 2026 fee | | | | |
| Carousel | \$ 65.00 | \$ 75.00 | \$ 130.00 | \$ 150.00 | A \$100 Security | | | |
| Jaycees | \$ 30.00 | \$ 40.00 | \$ 60.00 | \$ 80.00 | Deposit for all | | | |
| Steelworkers | \$ 30.00 | | \$ 60.00 | | Carousel, Masonic | | | |
| Kiwanis | \$ 30.00 | \$40.00 | \$ 60.00 | \$80.00 | First Responder and Odd Fellow | | | |
| Lions | \$ 45.00 | | \$ 90.00 | | Gazebo rentals is | | | |
| Pine | \$ 35.00 | | \$ 70.00 | | required upon | | | |
| First Responder | \$ 55.00 | \$ 65.00 | \$ 110.00 | \$ 130.00 | reservation. | | | |
| Masonic | \$ 90.00 | \$ 105.00 | \$ 180.00 | \$ 210.00 | | | | |
| Rotary | \$ 40.00 | | \$ 40.00 | | | | | |
| Odd Fellow | \$ 65.00 | \$ 75.00 | \$ 130.00 | \$ 150.00 | | | | |
| Shelter 11 | \$ 25.00 | | \$ 50.00 | | | | | |
| Shelter 12 | \$ 25.00 | | \$ 50.00 | | | | | |
| Shelter 13 | \$ 40.00 | | \$ 80.00 | | | | | |
| Shelter 14 | \$ 40.00 | | \$ 80.00 | | | | | |
| Alcohol Permit | \$40.00 | | \$50.00 | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Approval Disapproval

Leslie A. Osche _____

Kimberly D. Geyer _____

Kevin E. Booze, M.S. _____

Butler County Board of Commissioners

PARK AND RECREATION DEPARTMENT

184 Alameda Park Road Butler, PA 16001
(724) 284-5383 FAX (724) 284-5431 TDD (724) 284-5473

Commissioners

Leslie A. Osche, **Chairman**
Kimberley D. Geyer, **Vice Chairman**
Kevin E. Boozel, **Secretary**



DIRECTOR
Lance Welliver

MEMO

To: Butler County Commissioners
From: Lance Welliver, Parks and Recreation Director
Date: January 20, 2026
Subject: 2026 Program Fees

The Butler County Parks and Recreation Advisory Commission is recommending the following rates to the Butler County Board of Commissioners for approval for the 2026 season. Any rate changes from 2025 are highlighted and/or new programming.

Camp Alameda

\$130.00 per week per child (8 weeks) **\$155.00 per child per week- NO REFUNDS**
Transfer 50% of the admission rate to the waterpark to cover daily use at the end of the season.

Family Concert Series

Free

Outdoor Live Entertainment Series

Free

Free Fishing Rod Loaner Program

Free

Butler Area Community Day

No Vendors Charge

Poolside Pups

\$10.00 per canine (people are free)

\$15.00 same day registration

Community Trunk Sale

\$8.00 per space

\$12.00 for 2 spaces

Safe Sitter: babysitters Training Class

\$55.00

Candy Cane Cruise

\$10.00 per child & under 1 free

North Pole Floats

\$10.00 per child, adults an under 1 free

BCCC baseball Field Rental

\$50.00 per game

\$35.00 per practice (2 hr. Max)

\$10.00 each additional hour

\$25.00 (24-hour notice cancellation fee)

\$35.00 for practice (8:00am – 8:00pm)

\$50.00 per game (8:00am-8:00pm)

\$100 Rental for multiple games 8 hours or less

\$10.00 per extra hour over 8 hours

(8:00am – 8:00pm)

Lay Responder CPR Classes

\$95.00

Flashlight Easter Egg Hunt

\$10.00 per child & under one are free.

Adapted Easter Egg Hunt

\$7.00 per child

Hunter Safety Course

Free

Flag Football League

\$250.00 per team

Volleyball League

\$150.00 per team

Co-Ed Softball league

\$300.00 per team

Night Disc Golf

\$12.00 per person

Painting in the Park

\$30.00 per person

Rabies Clinic

Free

Soccer Shots

\$135.00 per person

Monster Mile

\$10.00 per child

Sensory Stroll

\$7.00 per child

Parents Night Out

\$10 per child (ages 6 – 12)

Paws and Clause

\$5.00

Haunted Trail with Hayride

\$10.00

Mountain Bike Clinics

\$30.00 per person

Crafting Class at the Park (NEW)

\$18.00 Adults

\$16.00 Kids

Lap the LIGHTS 5k (NEW)

\$20.00 pre registration

\$25.00 same day registration

2026 Program Fees

| | Approval | Disapproval |
|---|-----------------|--------------------|
| Leslie A. Osche, Chairman | _____ | _____ |
| Kimberly D. Geyer, Vice-Chairmen | _____ | _____ |
| Kevin E. Boozel, M.S, Secretary | _____ | _____ |

Butler County Board of Commissioners

124 W. Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724.284.5100 Fax 724.284.5400 TDD 724.284.5473



Commissioners

Leslie A. Osche, *Chairman*
Kimberly D. Geyer, *Vice Chairman*
Kevin E. Boozel, *Secretary*

Park Director
Lance Welliver

Memo

To: Butler County Commissioners

From: Lance Welliver, Parks & Recreation Director

Date: January 20, 2026

Subject: 2026 Alameda Waterpark fees, discounts, and definitions

The Butler County Parks and Recreation Advisory Commission is recommending the following rates and guidelines to the Butler County Board of Commissioners for approval for the 2026 season. Alameda Waterpark plans to operate from June 6, 2026, until August 23, 2026. Alameda waterpark will be closing early on July 1, 2026 for the Butler Area Community day at 4:00pm. 2026 season will continue the Member Admission Advantage, which only Alameda Waterpark Members can enter the waterpark area from 12:00pm-12:15pm. At 12:15pm all patrons may enter the waterpark area.

Family Membership – For a Member Pass, A Family is identified as parent(s) and unmarried children under age 22 residing in the same household. Adult children 22 years of age and older, as well as other relatives residing in the same household are required to purchase their own pass.

Senior Membership – A person 62 years of age or older.

Single Membership – A person between 3 and 61 years of age. Children under the age of 12 must be accompanied by an adult age 16 or older at the Alameda Waterpark.

Nanny Membership – Is identified as any person who does not live in the family membership household and is supervising and/or providing childcare for a member on the Family Membership Pass. The Nanny Pass is valid only when accompanying an individual listed on the sponsoring Family Membership Pass. This pass may only be purchased in conjunction with a family membership and is non-transferable and non-refundable. Two Nanny Passes permitted per Family Pass.

| Membership Passes: | Pre-sale (Mar 1 thru Apr 29) | Regular Season (May 1 thru Aug 25) | Holiday Sale (December 1-31) |
|---|---------------------------------|---------------------------------------|---------------------------------|
| Senior Citizen | \$80.00 | \$ 85.00 | \$ 75.00 |
| Single | \$100.00 | \$110.00 | \$ 90.00 |
| Family Two | \$165.00 | \$180.00 | \$155.00 |
| Family Three | \$195.00 | \$210.00 | \$185.00 |
| Family Four | \$245.00 | \$255.00 | \$230.00 |
| Family of 5 | \$295.00 | \$310.00 | \$280.00 |
| Add on to family 5 + \$10.00 per extra pass up to 10 max. | | | |
| Nanny | \$75.00 | \$ 75.00 | \$ 75.00 |

With each purchased membership a onetime free admission pass will be issued corresponding to the number in the pass that is purchased, not to exceed 5 passes.

Admission Prices

| | |
|----------------------------|--|
| Daily Admission - | \$10.00 Adults, \$8.00 for children 12 and under (After 4:30 pm weekday daily admission rates (Monday – Friday, will be \$6.00 per person. Ages 2 and under are free every day. |
| Pass Cards (10 admissions) | \$75.00 |
| Private Pool Rental | \$275.00 per hour (3-hour or more rentals include a dive-in movie) for non-members. \$225.00 per hour (3-hour or more rentals include a dive-in movie) for members |
| Pool Shelter | \$150.00 per 2 hours, includes 25 admissions per rental for non-members. \$150.00 per 2 hours, includes 35 admissions per rental for members. |
| Pool Lane Rental | \$15.00 per lane (Monday-Friday) \$20.00 per lane (Saturday and Sunday) |
| Diving Board Rental | \$15.00 per board per day |
| 4 Admission Pass Cards | Designed only for giveaways by Commissioners. Not for Sale. (\$32.00- \$40.00value) |
| Under Age 12 | Anyone under the age of 12 will be admitted half price on Thursdays. |
| Sunday Special | Family of up to 5 admitted for \$35.00 every Sunday. |
| Father's Day | Dads are free when accompanied by a child. |
| Rain checks | Rain checks are available if the pool closes early due to weather or unforeseen circumstances (1 hour prior to closing) to those paying daily admission. |
| Moonlight Swim | Admission is free for members and \$5.00 for non-members |
| Shelter Rentals | Four buy-one-get-one-free admission passes will be issued to each Shelter Rental (Rented prior to pool closing date; does not include pool shelters) |
| Pool Memberships | For each membership purchased, members will receive 1 free admission pass for each person on their membership, up to 5 free passes |

CONCESSION STAND SPECIALS

| | |
|----------------|---|
| Popcorn Bucket | Buy popcorn bucket for \$6.00 and have refills for \$2.00 the entire season |
| Drink Bottle | Buy drink bottle for \$6.00 and have refills for \$2.00 the entire season |

Lifeguard Class

| | |
|-----------------------------|----------|
| Pool Member | \$180.00 |
| Non-member | \$210.00 |
| Re-certification (Guard) | \$110.00 |
| Recertification (CPR) | \$75.00 |
| Re-certification Pool Staff | \$40.00 |

Raised Rate to Reflect American Red Cross Fee Increase

Alameda Waterpark Employees will have no charge for certification

Lifeguard Instructor Class

| | |
|-------------|----------|
| Pool Member | \$250.00 |
| Non-member | \$250.00 |
| Pool Staff | \$125.00 |

Swim Lessons (Weekly 45 min/4 days)

| | |
|--------------|----------|
| Pool Members | \$ 50.00 |
| Non-members | \$ 60.00 |

Private Swim Lessons

| | | |
|------------------|----------|-----------|
| Individually | \$20.00 | Half Hour |
| 5 lesson Package | \$90.00 | Member |
| | \$100.00 | Nonmember |

Water Aerobics

| | |
|-------------|---------|
| Members | Free |
| Non-members | \$10.00 |

Butler County Employee Discount

25% off published prices for memberships only.
Personal home memberships only, not extended family.

Approval Disapproval

Leslie A. Osche

Kimberly D. Geyer

Kevin E. Boozel, M.S.

Butler County Board of Commissioners

Economic Development and Planning

124 W. Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724.284.5300 Fax 724.284.5315 TDD 724.284.5473

Commissioners

Leslie A. Osche, **Chairman**
Kimberly D. Geyer, **Vice Chairman**
Kevin E. Boozel, **Secretary**



Chief of Economic
Development & Planning
Mark Gordon

TO: Board of Butler County Commissioners

FROM: Wendy Leslie, CDBG Coordinator

RE: Public Meeting January 28, 2026

The following item(s) are for the public meeting:

- 1.) **Bid opening results for the Butler Twp Storm Water Project**
Bids were opened in the Controller's office on Monday, 1-26-26 at 9:01 a.m. for the Butler Township Storm Water Project. The results are as follows: (will have this information after the bid opening on Monday, January 26, 2026.)
- 2.) **Approval to bid out the following projects in 2026**
 - Penn Twp Demolition-2023 funds
 - Penn Twp Harcrest Park project-2024 & 2025 funds
 - Slippery Rock Borough-storm sewer project-2024 funds
 - Karns City Borough manhole project-2025 funds
 - Petrolia Borough manhole project-2025 funds
- 3.) **Approval of the revised 2025 CDBG application**
Due to an activity change after submission of the 2025 application the County was required to hold another public hearing to meet our citizens participation requirement. That public hearing was held this morning at 8:30 a.m. in the UL Conference room. The change was taking the



Slippery Rock Township Road improvements allocation of \$100,899 and changing it to housing rehabilitation.



Standard Dishmachine Rental Agreement

This Standard Dishmachine Rental Agreement ("**Agreement**") is between Ecolab Inc. ("**Ecolab**") and
BUTLER COUNTY PRISON
202 S WASHINGTON ST
BUTLER, PA 16001-5721
Phone: 7242845256 Fax:
Email: jmagnani@co.butler.pa.us

1. **EQUIPMENT.** Ecolab will provide:

(a) **Rental Equipment.**

| Model | Base Rate | Min Product Purchase | Term Length | Term Type | - Security Deposit |
|---------------------|------------|----------------------|-------------|-----------|--------------------|
| HWS-FLT (9320-2170) | USD 130.00 | USD 0.00 | 36 | Months | |

(b) **Maintenance:** Ecolab will perform periodic routine service checks of the Equipment and provide all parts and labor for necessary repairs to maintain the Equipment in good condition, other than for repairs due to misuse or abuse by Customer. Ecolab will provide 24-hour/365-day access to Ecolab's service number (1-800-35-CLEAN). Ecolab reserves the right to discontinue service in the event of delinquency in the payment of any amounts due to Ecolab under this Agreement or other breach of this Agreement by Customer.

(c) **Substitution:** Ecolab may substitute an alternative model for a model listed above if the alternative model provides equal or better performance than the model being replaced.

2. **PAYMENT.** In consideration of renting the warewashing and other equipment identified above (the "**Equipment**") from Ecolab, Customer agrees to make the following payments and purchases:

(a) **Delivery & Program Start-up Fee.** If Equipment is to be shipped, a fee of \$500 for each unit of Equipment is payable upon Customer signature; and

(b) **Security Deposit:** The security deposit rate is noted for each unit of Equipment in Section 1(a). The security deposit may be applied to outstanding Rental Rate or Monthly Minimum payments any time Customer is delinquent in making such payments. If the security deposit is applied to past due amounts during the Term of this Agreement, Customer shall replenish the security deposit upon receipt of written demand from Ecolab. The security deposit will be held by Ecolab as security for Customer's performance of its obligations under this Agreement. Within sixty (60) days of the expiration or earlier termination of this Agreement, Ecolab will refund the security deposit to Customer, without interest, subject to setoff for any sums that may be due and owing to Ecolab under this Agreement. If Customer defaults on its obligations hereunder prior to installation of the Equipment, Ecolab has the option to either retain the security deposit as liquidated damages or to seek other remedies as may be provided by law

(c) **Rental Rate:** The monthly rental rate noted in Section 1 (a) above for each unit of Equipment (the "**Rental Rate**") for each monthly service period (payable in advance); and

d) **Minimum Product Purchases:** Customer agrees to purchase the monthly minimum of Ecolab Institutional chemical products ("**Products**") from Ecolab or an approved distributor, as noted above in Section 1 (a), if any (the "**Monthly Minimum**"). The Monthly Minimum is subject to change with rate changes as described in Section 5. The delivery and start-up fee, security deposit, Rental Rate, maintenance agreement payments, if any, Raburn and other equipment sales do not apply towards the Monthly Minimum requirement. If Customer does not purchase the Monthly Minimum for two consecutive months, then Customer must pay the shortfall amount. Customer may not use any detergents, sanitizers or rinse additives in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing.

(e) **Product Prices:** The price for the Products will be as agreed and stated on each invoice.

(f) **Payment:** Payments due under Section 2 (a) through (d) are due net 30 days. As a condition of this Agreement, Customer authorizes recurring automatic monthly payments via ACH (automated clearing house) network using the CTX (corporate trade exchange) format or credit card, for all amounts due under this Agreement. Enrollment must be completed prior to equipment delivery. Ecolab will not accept payment by any other payment method unless otherwise agreed by Ecolab in writing. Failure to maintain recurring automatic monthly payments via ACH or credit card enrollment shall constitute a material breach of this Agreement and may result in suspension of service or retrieval of leased equipment. Customer acknowledges that this requirement is intended to ensure timely payment and facilitate uninterrupted service.

3. **TERM.** *Unless otherwise required by state law, this Agreement will continue for each term noted above in Section 1 (a) beginning on the day the Equipment is delivered (the "**Initial Term**") and will continue from month-to-month thereafter until either party provides the other with 30 days' written notice of its intent to terminate this Agreement.

4. **TERMINATION: EARLY TERMINATION DAMAGES.** A party may only terminate this Agreement before the end of the Initial Term if the other party has materially breached this Agreement and fails to cure that breach within 60 days of receiving written notice. If this Agreement is terminated for any reason before the end of the Initial Term (except if Customer terminates pursuant to this Section for Ecolab's uncured material breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the sum of the Rental Rate and Monthly Minimum for each unit of Equipment, multiplied by (ii) the greater of 3 or the number of months remaining in the Initial Term following the effective date of the termination, to a maximum of \$1,500 per unit of Equipment. Customer and Ecolab agree that this is equal to, or less than the reasonable estimate of the damages suffered by Ecolab for the early termination of this Agreement. Ecolab has the right to apply the security deposit to any early termination damages that may be due.

5. RATE CHANGES. The Rental Rate shown in Section 1.a. above will remain in effect for one Year. Thereafter, in the absence of an existing agreement between Ecolab and Customer that dictates Rental Rate adjustments, Ecolab may increase the Rental Rate by no more than 10% annually but only with at least 30 days' notice to Customer. Notwithstanding the foregoing, if at any time any general local inflation index in the United States exceeds an annualized rate of 10% during any period of time, then Ecolab may then adjust the Rental Rate to account for that inflation at that time.

6. TAXES. Where applicable, Customer must pay any sales, use or personal property taxes levied upon the Products or Equipment.

7. LOSS AND DAMAGE. Customer is responsible for any loss, damage, theft, or destruction of the Equipment while on Customer premises and beyond Ecolab's control, including any damage caused by Customer's misuse or abuse, Customer's use of non-Ecolab products, failure to comply with use, care and maintenance instructions provided by Ecolab or with the terms of this Agreement. Customer may not change, alter, or repair the Equipment. Customer will be charged for repairs required due to the foregoing at Ecolab's then-current prices for parts and service. Customer agrees that it will not permit removal or defacement of any identifying labels and/or serial numbers affixed to the Equipment and will promptly notify Ecolab if any such labels or serial numbers become illegible, missing or defaced. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by another person or entity other than Ecolab.

8. DELIVERY AND INSTALLATION; UTILITIES. Ecolab will deliver and install the Equipment at Customer's request or as soon thereafter as is feasible. For water softeners, Ecolab will terminate to the existing water and drain connections. Customer is responsible for locating the hard water supply line and floor drain properly sized to accommodate backwash flow rates within five (5) feet of the softener locations. For all Equipment, Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities including, without limitation, electricity, water temperatures, and water conditions necessary to operate the Equipment according to the Equipment manufacturer's specifications. If a licensed plumber and/or electrician is required by law to complete the installation of certain Equipment, then Ecolab and Customer shall mutually agree on the resource(s) to be retained for such services and the appropriate cost allocation.

9. DEFAULT. Customer will be in default under this Agreement if Customer fails to comply with any terms of this Agreement, if the Equipment is moved, substantially damaged or encumbered, Customer is dissolved or becomes insolvent, or any action for the benefit of creditors is taken with respect to Customer. Upon default, Ecolab may disable the Equipment and Customer's rights under this Agreement will, at the option of Ecolab and upon written notice to Customer, be terminated (except that Customer's outstanding obligations under this Agreement will survive any such termination) and Ecolab will have the right to take immediate possession of the Equipment and exercise any other remedies available to it in law or in equity. If Customer fails to surrender the Equipment within 30 days from the effective date of termination, Ecolab has the right to seek recovery of the Equipment and all other remedies as may be provided by law which arise out of such default including the right to invoice Customer for all costs associated with the full replacement value of the Equipment and for damages suffered by Ecolab for Customer's failure to surrender the Equipment, including but not limited to labor, removal, shipping, and restocking fees plus any other outstanding payments due to Ecolab. Customer must pay all reasonable costs incurred by Ecolab, including, without limitation, collection costs and reasonable attorneys' fees, to collect any amounts due Ecolab, or to enforce any Ecolab right, under this Agreement.

10. OWNERSHIP OF EQUIPMENT. All Equipment (including but not limited to dispensing equipment) will at all times be the sole and exclusive property of Ecolab. Customer will have no right of ownership of the Equipment, even if Customer is invoiced the full replacement value of the Equipment pursuant to Section 9. Customer shall only have the right to use the Equipment subject to this Agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without the prior written approval of Ecolab. Customer will not permit any lien or encumbrance upon the Equipment and will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership.

11. RETURN OF EQUIPMENT: RIGHT TO REMOVE. Upon expiration or termination of this Agreement, Customer must return the Equipment in as good a condition as when received, excluding normal wear and tear. Ecolab will have the right to enter Customer's premises at all reasonable times and upon reasonable notice for the purpose of de-Installation and removal of the Equipment. Ecolab will repair any damage it may cause to the premises during the de-installation and removal. Customer is liable for the ongoing monthly Rental Rate until the Equipment is returned.

12. GENERAL. Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. **BOTH PARTIES DISCLAIM ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES.** With regard to third party claims, each party will defend, indemnify and hold the other party harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) a party's breach of this Agreement or (ii) a party's (or a party's employees' or agents') negligent or intentionally wrongful acts or omissions. A party seeking indemnification under this provision must promptly notify the other party in writing of the claim(s) or damages subject to the claim for indemnification. Neither the party having the right to indemnification nor the party having the indemnification obligation under this provision may settle or compromise any such claim, suit, action or proceeding unless the opposite party consents in writing (which consent may not be unreasonably withheld) and the terms of that settlement or compromise releases the opposite party from any and all liability with respect to that claim. This Agreement may not be assigned by Customer without Ecolab's written consent. This Agreement represents the entire agreement of the parties and it supersedes all prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement and it may only be amended in writing. The terms of any purchase order (other than the stated quantity ordered and delivery date), release, acknowledgment or other document or communication between the parties will not apply. This Agreement is governed by and shall be construed under the laws of the State of Minnesota, without regard to conflict of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of or relating to this Agreement, and each party consents to the exclusive jurisdiction of such courts. Each party waives all defenses or objections to such jurisdiction and venue.

Please sign here and scroll to any other yellow highlighted areas. Once all areas are signed or initialed, scroll to the bottom of the page and click "Accept". Please double check your complete signature is visible to ensure agreement is processed.

Note: The "Accept" button will only appear once all areas are completed.

Authorized Signature

Signature Date: X_____

| | | |
|--|-------------------------------|------------------------|
| Printed Authorized Signer: joe magnani | Ecolab Assoc: Brian Burkey | Employee #: 20351094 |
| Date: October 20, 2025 | Agreement Code: LSA-000530800 | Account No: 0509501448 |

| |
|--|
| |
|--|

For Office Use Only - Standard DM Rental Program Rental Agreement

This Agreement will not be binding upon Ecolab Inc. unless and until it is countersigned below by a proper official at Ecolab's offices in Eagan, Minnesota.

Accepted by (Title): _____ **Date:** _____ **Account:** 0509501448

Rev 01010

1/11/26

WetGo Unlimited – Yearly Subscription Invoice

Account Name: Butler County

Number of Tags: 41 County Vehicles, 41 WetGo Tags, 1 Per Vehicle

Type of Wash: Guard Wash (Normally \$17.99 per month per car) – Unlimited Washes

Cost per Month per Vehicle: \$6.75

Length of Subscription: January 1, 2026 thru December 31, 2026 (1 Year)

Total Cost 41 Vehicles: \$6.75 per month X 12 months per vehicle = \$3,321 Total

*Please make Check Payable to “**GetGo**” only with no address

**Please mail Payment to:

WetGo

Attention: Brian Carbonara

100 Elizabeth Drive, Apt 1106

Pittsburgh, PA 15220

If you have any questions, feel free to reach out to Brian Carbonara, 412-980-0330, WetGo Unlimited Manager

SETTLED ASSESSMENT APPEAL

| APPELLANT | CASE NUMBER | ORIGINAL FAIR MARKET VALUE | NEW FAIR MARKET VALUE |
|-------------------------------|----------------|----------------------------|--|
| Oxford Development Co Moraine | 2024-40308 | \$68,350,333.00 | \$59,250,000.00 for 2025 \$50,000,000.00 for 2026 \$41,000,000.00 for 2027 |

WHEREAS, the Butler County Board of Assessment Appeals (the “Board”) is authorized to assess and value real property for the purpose of taxation in Butler County, Pennsylvania, and to hear appeals from assessments by parties aggrieved thereby; and,

WHEREAS, following a hearing before the Board, the Board made no change to the previous assessed value and assessed the Property for tax year 2025 at an assessed value of \$4,101,020.00, which equates to a fair market value of \$68,350,333.33, using a Common Level Ratio of 6%; and,

WHEREAS, the Taxpayer duly appealed to the Court of Common Pleas of Butler County for redress from what it believed was an over assessment of the Property; and,

WHEREAS, the Taxpayer and the Taxing Authorities now wish to reach a final settlement concerning the assessed value of the Property, thereby avoiding the hazards and risks of litigation, legal costs, distractions, and other burdens that are likely to result from the continuation of the Taxpayer's Appeal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated by reference in the Agreement as if fully set forth herein.
2. **Effective Date.** The Agreement shall be deemed effective as of the date of the last Party's signature. The stipulated assessed values, however, are effective beginning January 1st of each tax year at issue in this appeal, as set forth in Paragraph 4.
3. **Costs and Expenses.** Each Party agrees to bear its own attorney's fees, costs, and expenses incurred in connection with the Appeal.

4. **Stipulation of Value.** Commencing on January 1, 2025, for the Township and County and July 1, 2025, for the School District, it is agreed that the assessment for the above-referenced Property, shall be as follows:

| Year | 2025 <i>(Township/County 1/1/ 2025) (School 7/1/2025)</i> |
|-------------------------|---|
| Total Fair Market Value | \$59,250,000.00 |
| Common Level Ratio | 6.00% |
| Total Assessed Value | \$3,555,000.00 |

| Year | 2026* <i>(Township/County 1/1/ 2026) (School 7/1/2026)</i> |
|-------------------------|--|
| Total Fair Market Value | \$50,000,000.00 |
| Common Level Ratio | 6.00% |
| Total Assessed Value | \$3,000,000.00 |

| Year | 2027* <i>(Township/County 1/1/ 2027) (School 7/1/2027)</i> |
|-------------------------|--|
| Total Fair Market Value | \$41,000,000.00 |
| Common Level Ratio | 6.00% |
| Total Assessed Value | \$2,460,000.00 |

*For the years 2026 and 2027, the Total Fair Market Values are only estimates as a result of possible changes to the Common Level Ratio.

5. **Refunds.** If applicable, all excess tax payments in tax years 2025 are to be refunded to Oxford within ninety (90) days of the full execution of this Stipulation of Settlement.

6. **Future Changes to Assessment.** The Parties acknowledge that for tax years 2025, 2026, and 2027, no party shall appeal the tax assessments stipulated to in this Settlement Stipulation.

7. **Representations.** Each Party represents that it is fully authorized to enter into the Agreement without the consent of any third party or that it has otherwise obtained the necessary consent of any such third party. Each person signing the Agreement represents and warrants that he or she has

been duly authorized and empowered to sign the Agreement on behalf of the Party which such person purports to represent and that the Agreement is a lawful and binding obligation of such Party.

8. Survival All covenants, agreements, undertakings, representations and warranties made in the Agreement shall survive the closing of the transactions contemplated by the Agreement.

9. Ambiguity. The Parties to the Agreement recognize and agree that they have had a full and fair opportunity to review and comment on the Agreement and to suggest changes. The language in the Agreement shall, in all circumstances, be construed as a whole according to its meaning and not strictly for or against any Party.

10. Severability. Each provision and term of the Agreement is intended to be severable. If any provision or term hereof is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the balance of the Agreement, and the Parties shall substitute for the affected provision a legally enforceable provision that approximates as nearly as possible the intent and economic benefit of the affected provision.

11. Entire Agreement. Each Party acknowledges that no representation, promise, inducement or agreement not herein expressed has been made in connection with the Agreement. No oral understandings, statements, promises or inducements contrary to the terms of the Agreement exist. The Parties acknowledge that the Agreement and the documents that are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between the Parties regarding the subject matter hereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between the Parties hereto relating to the subject matter hereof. The Agreement cannot be amended or modified except in writing signed by all Parties hereto.

12. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of both Parties.

13. Governing Law. It is understood and agreed that the Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the Commonwealth of Pennsylvania. The Parties hereby submit to the exclusive jurisdiction of the Court of Common Pleas of Butler County, Pennsylvania.

14. Signature in Counterparts. This Stipulation may be executed in any number of counterparts and by facsimile signature, or electronically pursuant to the Pennsylvania Uniform Electronic Transactions Act (73 P.S. § 2260.101, et. seq.) and each such counterpart hereof shall be deemed to be an original document, but all such counterparts together shall constitute for all purposes the agreement of the parties for the entry of the proposed Order of Court.

15. Discontinuance of Case. Within fourteen (14) business days of the Court approving this Settlement Stipulation, Appellant shall pay the sum of \$13.00 to the Prothonotary of Butler County and direct the Prothonotary to mark this case as "Settled and Discontinued".

OXFORD DEV CO MORaine

By: _____
Its: _____

BUTLER COUNTY

By: _____
Julie M. Graham, Solicitor

BUTLER TOWNSHIP

By: _____
Rebecca L. Black, Solicitor

BUTLER AREA SCHOOL DISTRICT

By: _____
Thomas J. May, Solicitor

Date: _____



MOSHIER STUDIO

ARCHITECTURE • INTERIORS • PLANNING • SUSTAINABLE DESIGN

20 January 2026

John A. Campbell
Chief of Operations
Butler County
124 West Diamond St
Butler PA 16001

Re: 215 N. Duffy Road
Amendment #4
Additional Services Request- General Contract Rebid

Dear John,

Due to the withdrawal of one of the two bidders for the General Construction Contract for the above project, it became necessary to rebid this scope of work. The administration of the bidding requires additional time by Moshier Studio; therefore we are submitting this request

Additional Fee

We propose an additional fee of \$1,600 for this scope of service, broken down as follows:

| <u>Architectural Scope</u> | |
|-----------------------------------|----------|
| | GPM |
| | \$200 |
| <u>General Construction Rebid</u> | |
| Pre-bid meeting | 2 |
| Bidder questions and addenda | 5 |
| Bid review | 1 |
| Total Hours per Staff | 8 |
| Total Fee per Staff | \$1,600 |
| Moshier Studio Additional Fee | \$ 1,600 |

Please let us know if you need any further information

Sincerely,

Gary P. Moshier AIA
Partner



MOSHIER STUDIO

ARCHITECTURE • INTERIORS • PLANNING • SUSTAINABLE DESIGN

20 January 2026

John A. Campbell
Chief of Operations
Butler County
124 West Diamond St
Butler PA 16001

Re: 215 N. Duffy Road
Amendment #6 - Additional Services Request- Time Extension

Dear John,

The project original schedule indicated completion at the end of November. We have billed out 95% of our Bidding and Construction Administration Fee, holding 5% for close-out. Therefore, we would like to submit an Amendment Request for 3 additional months of Construction Administration. I have been spending approximately 16 hours per month and at my hourly rate of \$155, that comes to \$2,480 per month or a total of \$7,440. Amendment 5 did not include additional calendar time; it was only for additional hours spent on the structural repairs within the original project calendar

Additional Fee

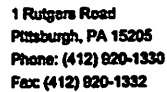
We propose an additional fee of \$7,440 for this scope of service, broken down as follows:

| Architectural Scope | |
|-------------------------------|----------|
| | GPM |
| | \$155 |
| Construction Administration | |
| Sie Visits | 24 |
| Follow up and meeting minutes | 24 |
| Total Hours per Staff | 48 |
| Total Fee per Staff | \$7,440 |
| Moshier Studio Additional Fee | \$ 7,440 |

Please let us know if you need any further information

Sincerely,

Gary P. Moshier AIA
Partner



| | | |
|---|---|--------------------------|
| Project #: | Project Name: Butler Facilities 215 N Duffy Rd | Date: 1/20/26 |
| Attn: John A. Campbell | Contract Point: .2-HVAC | Change order #: 2 |
| From: Luke Persinger | LMI Job #: 23500 | |
| CO Description: Per the OAC meeting #21 LMI was to get a quote from J&J for the installation of the kitchen hood and backsplash. | | |
| Material | | |

[illegible]

| <u>Labor</u> | | | | | | | | | |
|--------------------|---|-----------------------------|-----------------------------------|----------------------------------|-----------|----------------------------|---|--|--|
| Hours (H) | Classification | Hourly Base Rate (BR) | Total Hourly Wage Rate (WR) | Base Rate Costs (BR) | (Hx | Wage Rate Cost (H x WR) | | | |
| | Foreman | \$ 52.15 | \$ 94.56 | \$ | - | \$ | - | | |
| | Journeyman | \$ 48.15 | \$ 89.58 | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| | | | | \$ | - | \$ | - | | |
| Total Hours | 0 | | Total Base Rate Costs(TBR) | \$ | - | | | | |
| | | | | Total Wage Rate Cost(TWR) | \$ | - | | | |
| <u>Rate</u> | <u>Mandated Burden</u> | | | | | | | | |
| 7.8500% | Social Security (on TBR) | | | \$ | - | | | | |
| 10.8837% | Unemployment Taxes (on TBR) | | | \$ | - | | | | |
| 5.2600% | Workmens Comp. Ins.(on TBR) | | | \$ | - | | | | |
| 11.9400% | Public Liab. Ins. (on TBR) | | | \$ | - | | | | |
| 0.0000% | | | | \$ | - | | | | |
| 0.0000% | | | | \$ | - | | | | |
| | Total Mandated Burden (TMB): | | \$ | - | \$ | - | | | |
| | Subtotal Labor Costs (TWR + TMB) | | \$ | - | | | | | |
| | Overhead , Gen. Supt. & Profit | | | | | | | | |
| 15.0000% | (On Subtotal) | | \$ | - | | | | | |
| | Total Labor Cost | | \$ | - | | | | | |

| Equipment | |
|-----------|--|
|-----------|--|

| | |
|---------------------------------------|--|
| Subcontractors (if Applicable) | |
|---------------------------------------|--|

Summary

| | | |
|-----------------------------------|----|----------|
| Sub Total Materials | \$ | - |
| Sub Total Labor | \$ | - |
| Sub Total Equipment | \$ | - |
| Total Subcontracts | \$ | 7,370.00 |
| Less Deducts (explain separately) | \$ | - |
| Subtotal | \$ | 7,370.00 |
| Bond Cost Adjustment on Subtotal | \$ | 147.40 |
| Total Proposal | \$ | 7,517.40 |



Mechanical Enterprises, Inc.
215 W. Church Ave
Masontown, PA 15461

Phone 724-583-2687 Fax 724-583-2663 Email: info@jjimech.com

TO: LMI
ATTN: Jason Dillon
FROM: Josh Liston
DATE: January 16, 2026
PROJECT: Butler 215 N. Duffy Rd CO#1

HVAC SCOPE OF WORK

Install Only:

1. Kitchen Hood (Supplied by others)
2. Kitchen Hood Backsplash (Supplied by others)

Furnish and Install:

1. Hardware/ hanger material
2. Backsplash Adhesive

Exclude:

1. Roofing
2. Purchase of KEF, MAU, Hoods
3. Control wiring
4. Power wiring
5. Testing and balancing
6. Pressure testing
7. Duct cleaning
8. Permits and Fees
9. Ansul system
10. Kitchen Equipment Startup

PRICE \$ 6,700.00

This quote is valid for thirty (30) days from the date above. If you have any questions or concerns, please let us know right away.
As always, thank you for the opportunity and have a great day!

BUTLER COUNTY COMMISSIONERS'

RATIFICATION OF PERSONNEL TRANSACTIONS

January 28, 2026

Facilities & Operations

| | | | |
|--|------------|-------------------------|--|
| CARRERO-BONILLA, Jeannette (Rep. M. Boozel) | 01/26/2026 | Custodial Worker I/F.T. | \$17.8392/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|--|------------|-------------------------|--|

Property & Revenue/Assessment

| | | | |
|-------------------------------------|------------|--|---|
| CRILLEY, Shawn M. (Rep. J. Bish) | 01/26/2026 | Assessment Intern (500 hours) (01/01/2026-12/31/2026) | \$13.0000/hr. NO BENEFITS NO RETIREMENT |
|-------------------------------------|------------|--|---|

Submitted:
01/23/2026 by KG

BUTLER COUNTY

NOTICE OF ACTION TAKEN BY ELECTED OFFICIALS

January 28, 2026

Judicial-Department of Community Corrections/Adult Probation (by President Judge Dr. S. Michael Yeager)

| | | | |
|--|------------|----------------------|--|
| DOWNING, Katelyn M. (Rep. H. Hines) | 02/09/2026 | Clerk Typist II/F.T. | \$18.6650/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|--|------------|----------------------|--|

Judicial-Department of Community Corrections/Juvenile Probation (by President Judge Dr. S. Michael Yeager)

| | | | |
|---|------------|----------------------|--|
| ALLIO, Cassandra E. (Rep. A. Grossi) | 02/09/2026 | Clerk Typist II/F.T. | \$18.6650/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|---|------------|----------------------|--|

| | | | |
|---------------------------------------|------------|--------------------------|--|
| HAIRSTON, Tre R. (Rep. C. Cammisa) | 01/26/2026 | Probation Officer I/F.T. | \$25.7718/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|---------------------------------------|------------|--------------------------|--|

Prothonotary (by Kelly Ferrari)

| | | | |
|-------------------------------------|------------|--|---|
| HARTMAN, Carmella (New Position) | 01/20/2026 | Accounting Asst./Less than 800 hours (01/01/2026-12/31/2026) (100% Prothonotary Automation Fund) | *Grade 4 (\$20.2954-\$28.4135) \$24.5200/hr. NO BENEFITS NO RETIREMENT |
|-------------------------------------|------------|--|---|

Recorder of Deeds (by Michele Mustello)

| | | | |
|--|------------|------------------------|--|
| COLLINS, Marie A. (Rep. B. Rearick) | 01/20/2026 | Accounts Clerk II/F.T. | \$19.1443/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|--|------------|------------------------|--|

Submitted:
01/23/2026 by KG