

BUTLER COUNTY BOARD OF COMMISSIONERS**Public Meeting****Wednesday, February 11, 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 28, 2026, Public Meeting

V. PROCLAMATIONS AND PRESENTATIONS**A. Previously presented:**

- John W. Anderson's 100th Birthday

VI. FINANCE REPORT**VII. OLD BUSINESS****A. Planning - CDBG**

1. Approval to award the bid for the Butler Township storm water project. The bidders were as follows:

Name/Address of Bidder	Bid Bond	Base Bid	Pre-Bid
A Merante Contracting, Inc. 4740 Streets Run Road Pittsburgh, PA 15236	.	\$577,727.50	.
Bauer Excavating, Inc. 705 Herman Road Butler, PA 16002	.	\$410,474.44	.
CH + N Site Construction, Inc. 322 N. Arch Street Lancaster, PA 17603	.	\$443,564.84	.
CRS Contracting, LLC 539 Marwood Road Cabot, PA 16023	.	\$490,039.00	.
Dragun Contracting 860 Parkview Blvd. Pittsburgh, PA 15215	.	\$423,412.00	.
Holbein, Inc. 445 Mill Street Freeport, PA 16229	.	\$389,578.70	.
J. S. Bova Excavating, LLC 235 State Street Struthers, OH 44471	.	\$448,888.00	.
Phillips Excavating, LLC 1409 Chicora Road Chicora, PA 16101	.	\$520,617.50	.
S.E.T., Inc. 235 E. Water Street Lowellville, OH 44436	.	\$502,219.00	.
Verardi Landscapes, LLC 2156 Poor Richards Lane Pittsburgh, PA 15237	.	\$634,930.03	.

VIII. BOARD OF ELECTIONS

- A. Announcement of the following polling location change for Zelienople Boro 2:
From: American Legion Post 474, 308 W. New Castle Street, Zelienople, PA 16063
To: Zelienople Area Public Library, 227 S. High Street, Zelienople, PA 16063
- B. Approval to petition the Butler County Court of Common Pleas to consolidate Butler City 564, precincts 1 and 2 into one precinct, to be known as Butler City 564.

IX. NEW BUSINESS

- A. Court Administration
 - 1. Approval of the Youth Level of Service/Case Management Inventory 2.0 Test Usage Agreement with the Pennsylvania Juvenile Court Judges' Commission (JCJC), effective 1/1/26. This is the risk/needs assessment used in Juvenile Probation. The JCJC negotiates the pricing with Multi-Health System Incorporated (MHS) and then the JCJC contracts with all 67 counties in PA to provide the tool. The cost is the same as last year, \$4/assessment, with authorization for the Chairman to sign.
 - 2. Approval of the Juvenile Probation Services Program Grant Agreement and County Juvenile Probation Services Grant Proposed Budget Approval (Exhibit B), in order to receive allocation in the amount of \$257,705, for State FY 2025/26.
- B. Emergency Services
 - 1. Approval of a grant with PEMA in the amount of \$143,728.57 of the 2025 Statewide Interconnectivity funding to be used for ESInet Maintenance, Recorder Maintenance, ICORRS Radio Maintenance, NG911 GIS Maintenance and ILEC Phone Company Maintenance.
- C. Facilities & Operations
 - 1. Approval of an Invoice from Allegheny Safe and Lock, Inc. (ASL) Systems for Ultra Hosted Millennium Software Hosted SW Renewal in the amount of \$6,084 (\$36/door x 169 doors), for the period 4/18/26 - 4/17/27, with authorization for the Chairman to sign.
- D. Human Services - Drug & Alcohol (See Attachment)
 - 1. Approval of the following contract agreements for the period 1/1/26 - 6/30/26:
 - a. Gateway Rehabilitation Center
 - b. Healthy Body Peaceful Soul, LLC
 - c. Gaudenzia, Inc.
 - d. Pyramid Healthcare, Inc.
 - e. Drug and Alcohol Rehabilitation Services (DARS), Inc.
 - f. Arc Manor
- E. Parks and Recreation
 - 1. Approval to reappoint the following individuals to the Parks and Recreation Advisory Board for the three-year term 1/1/26 - 12/31/28:
 - a. Dustin Drew - At Large
 - b. Perry Latimer - At Large

F. Planning - Bridges

1. Approval to advertise the following items for bid as needed at various bridges in the County for calendar year 2026:
 - a. Excavating Services
 - b. Concrete and Steel Beams
 - c. Guide Rail Systems
 - d. Rebar
 - e. Paving
 - f. Concrete
 - g. Stone/Gravel Aggregates

G. Property & Revenue

1. Approval of an RBA Invoice/Price Quotation in the amount of \$11,650 for the conversion from legacy software to eDelinquent software, with authorization for the Chairman to sign.

H. Commissioners

1. Ratification of COR #28 with Massaro for costs associated with adding two bollards at the enlarged dumpster pad in the amount of \$1,103.
2. Approval of Butler County Request for Proposals for complete architecture/engineering services at 425 Main Street, Evans City, PA.
3. Approval of CO #04 S-1 with Konzal Construction Co., Inc., a -\$7,400 deduction for site fencing installation labor.
4. Approval of CO #05 S-1 with Konzal Construction Co., Inc. in the amount of \$3,500 for added project management fees and 60 additional days of time.
5. Approval of CO #03 W-4 with Book & Proch, Inc. for a time extension for back-up generator delays from the manufacturer (no price increase).
6. Approval of a Consulting Agreement between the County of Butler and the Community Development Corporation (CDC) for the one-year period 1/1/26 - 12/31/26, at an annual rate of \$75,000 payable in four quarterly installments in the amount of \$18,750, payable on March 15th, June 15th, September 15th and December 15th.
7. Approval to appoint George Hickmann as the Cranberry Township representative on the Butler County Federated Library System, replacing Stephanie Reese and completing her term which will end on 12/31/26.

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 25, 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 28, 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
Steve Bicehouse, Emergency Services
John Campbell, Commissioners' Office
Paula Crider, Human Resources
Amanda Feltenberger, Human Services
Adam Fencil, Domestic Relations
Richard Goldinger, District Attorney
Mike Hillwig, Facilities & Operations
Charlie Johns, CYS
Wendy Leslie, Planning - CDBG
John Magnani, Prison
Janet Mentel, Property & Revenue
Jennifer Newton, Planning – CDBG
Leslie Powers, Controller's Office
Lance Welliver, Parks and Recreation

VISITORS:

Karen Barbati, Lancaster Township
Carol Christner, Clinton Township
Anthony Closkey, Butler City
Peter Donovan, Forward Township
Denise Ejzak, Penn Township
Elizabeth Koromous, Cranberry Township
Catherine Lalonde, Lancaster Township
Ken Lent, Butler City
Brittney Scaccia, Summit Township
Barbara Schafer, Adams Township
Colleen Smith, Penn Township
Lori Wagner, Butler City
Krista Washkov, Butler City

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 10:04 a.m. on Wednesday, January 28, 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 January 14, 2026 Public Meeting minutes.

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

PROCLAMATIONS AND PRESENTATION

FINANCE REPORT

Ann Brown presented the November 30, 2025 Finance Report.

OLD BUSINESS

BOARD OF ELECTIONS

NEW BUSINESS

A. Court Administration

1. Adam Fencil requested 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.

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

B. District Attorney

1. District Attorney Richard Goldinger requested approval of the SAVIN Maintenance 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, with authorization for the Chairman to sign.

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

C. Recorder of Deeds

1. On behalf of Michele Mustello, Solicitor Julie Graham requested 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.

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

D. Emergency Services

1. Steve Bicehouse requested to table 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.

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

2. Steve Bicehouse requested 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

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

3. Steve Bicehouse requested 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

Commissioner Geyer made the motion; seconded by Chairman Osche; Commissioner Boozel abstained. The motion carried.

E. Facilities & Operations

1. Mike Hillwig requested 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.

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

2. Mike Hillwig requested 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.

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

F. Human Services (See Attachment)

1. Amanda Feltenberger requested 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).

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

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

1. Amanda Feltenberger requested 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.

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

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

1. Charlie Johns requested 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.

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

2. Charlie Johns requested approval of the following Butler County Children and Youth/Juvenile Probation contracts for attorney services for the period 1/1/26 – 6/30/29:
 - David L. Montgomery, Esq. - \$9,985/month
 - Kenneth Harris, Esq. - \$7,000/month

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

I. Parks and Recreation

1. Lance Welliver requested approval of the 2026 Shelter Rental Fee Schedule per recommendation of the Butler County Parks and Recreation Advisory Board.

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

2. Lance Welliver requested approval of the 2026 Program Fees per the recommendation of the Butler County Parks and Recreation Advisory Board.

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

3. Lance Welliver requested approval of the 2026 Alameda Waterpark fees, discounts and definitions per the recommendations of the Butler County Parks and Recreation Advisory Board.

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

4. Lance Welliver requested 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

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

J. Planning - CDBG

1. Wendy Leslie reported on bid opening results for the Butler Township Storm Water project, which were opened in the Controller's Office at 9:01 a.m. this morning. They were as follows:

Name/Address of Bidder	Bid Bond	Base Bid	Pre-Bid
A Merante Contracting, Inc. 4740 Streets Run Road Pittsburgh, PA 15236	✓	\$577,727.50	✓
Bauer Excavating, Inc. 705 Herman Road Butler, PA 16002	✓	\$410,474.44	✓
CH + N Site Construction, Inc. 322 N. Arch Street Lancaster, PA 17603	✓	\$443,564.84	✓
CRS Contracting, LLC 539 Marwood Road Cabot, PA 16023	✓	\$490,039.00	✓
Dragun Contracting 860 Parkview Blvd. Pittsburgh, PA 15215	✓	\$423,412.00	✓
Holbein, Inc. 445 Mill Street Freeport, PA 16229	✓	\$389,578.70	✓
J. S. Bova Excavating, LLC 235 State Street Struthers, OH 44471	✓	\$448,888.00	✓
Phillips Excavating, LLC 1409 Chicora Road Chicora, PA 16101	✓	\$520,617.50	✓
S.E.T., Inc. 235 E. Water Street Lowellville, OH 44436	✓	\$502,219.00	✓
Verardi Landscapes, LLC 2156 Poor Richards Lane Pittsburgh, PA 15237	✓	\$634,930.03	✓

2. Wendy Leslie requested to table approval to award the Butler Township Storm Water project bid.

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

3. Wendy Leslie requested 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

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

4. Wendy Leslie requested 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.

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

K. Prison

1. Justin Baptiste requested 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.

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

L. Procurement

1. Shawn Pugh requested 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/year.

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

M. Property & Revenue

1. Janet Mentel requested ratification of approval of a settlement of Oxford Development Co Moraine assessment appeal, Case No. 2024-40308, with the following New Fair Market Values:
 - \$59,250,000 for 2025
 - \$50,000,000 for 2026
 - \$41,000,000 for 2027

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

N. Commissioners

1. John Campbell requested approval of Amendment #4 with Moshier Studio for additional services requested (general contract rebid) in the amount of \$1,600.

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

2. John Campbell requested approval of Amendment #6 with Moshier Studio for additional services requested (time extension) in the amount of \$7,440.

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

3. John Campbell requested approval of CO #1 with Lugaila Mechanical, Inc. for installation of the kitchen hood and backsplash in the amount of \$7,517.40.

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

4. Chief Clerk Maria Malloy requested approval to reappoint Monica Campagna to the Hospital Authority Board for the four-year term ending 1/1/30.

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

5. Chief Clerk Maria Malloy requested approval to reappoint Mark Gordon to the SPC Board for the four-year term ending 12/31/29.

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

CONFERENCE TIME WITH MEDIA

PUBLIC COMMENT ON GENERAL

The following individuals all spoke briefly regarding ICE in our community: Lori Wagner, Anthony Closkey, Barbara Schafer, Peter Donovan, Elizabeth Koromous, Brittney Scaccia, Colleen Smith and Krista Washkov.

ADJOURNMENT

There being no further business, Chairman Osche called for a motion to adjourn. Commissioner Booze made the motion; seconded by Commissioner Geyer. The motion carried unanimously. The meeting was adjourned at 11:05 a.m.

Respectfully submitted,

Pam Hammonds
Administrative Assistant

Approved: _____

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE:

NEXT PUBLIC MEETING: Wednesday, February 11, 2026, at 10:00 a.m.
LOCATION: 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 **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 February 11, 2026

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

1.) Butler Twp Storm Water project award

At the January 28, 2026 public meeting the bid opening results for the Butler Twp Storm Water project were reported. We received ten (10) bids.

After review and recommendation by the engineer (Gateway Engineering) we are asking approval to award to the lowest responsible bidder Holbein, Inc. of Freeport PA for \$389, 578.70. This is being paid for from the 2023 CDBG funding and partially from Butler Township. The contract was sent to the Solicitor for review.



CONSTRUCTION AGREEMENT



THIS AGREEMENT, made the 11th day of February 2026, by and Between
Holbein, Inc., Hereinafter called the **“CONTRACTOR”**,

AND

The **“COUNTY OF BUTLER”**, hereinafter called the **“ADMINISTERING AGENCY”**

AND

Butler Township, Butler County, hereinafter called the **“OWNER”**.

WITNESSETH, that the Contractor, The Administering Agency, and the Co-Owners for the Considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services and perform and complete all work required for the construction of the improvements embraced in the project; namely General Contracting and other work incidental thereto, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price: The Administering Agency, on behalf of the Owner, will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of three hundred twenty-six thousand, forty-two dollars and no cents (\$326,042.00) and Butler Township has agreed to pay sixty-three thousand five hundred thirty-six dollars and

seventy cents (63,536.70). For a total of three hundred eighty-nine thousand five hundred seventy-eight dollars and seventy cents (\$389,578.70)

ARTICLE 3. Contract: The executed Contract Documents shall consist of the following:

- | | |
|-----------------------------|--------------------------------|
| a. This Agreement | f. General Conditions |
| b. Addenda Parts I and II | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions for Bidders | i. Drawings |
| e. Signed Copy of Bid | j. CDBG Required Documentation |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract, as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

CERTIFICATION

I, _____, certify that I am the _____
_____ of the Corporation named as Contractor
herein that _____ who signed this Agreement on
behalf of the Corporation; that said _____ of said Corporation;
that said Agreement was duly signed for and in behalf of said Corporation by authority of
its governing body, and is within the scope of its corporate powers.

Title

IN WITNESS WHERE OF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding:

OWNER:

Butler Township Date

Witness

CONTRACTOR:

Holbein, Inc. Date

BOARD OF COUNTY COMMISSIONERS:

Leslie A. Osche Date
Chairman

Maria Malloy Date
Chief Clerk

Kimberly D. Geyer Date

Julie Graham Date
County Solicitor

Kevin E. Boozel Date

YOUTH LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY 2.0 TEST

USAGE AGREEMENT

This agreement is between the Pennsylvania Juvenile Court Judges' Commission (JCJC), and the County of Butler on behalf of its Juvenile Probation Department, with an effective date of January 01, 2026.

Youth Level of Service (YLS) Use Agreement

The Term of this agreement shall be one year from the Effective Date. Upon expiry of the Term, this Agreement will be automatically extended for consecutive twelve (12) month periods ("Renewal Term") unless terminated by either party at least sixty (60) days prior to such expiry.

At the completion of each year under the Term, the County (via the Juvenile Probation Department) will be issued an invoice by JCJC for the number of YLS assessments administered on the Probation Department's Database for the just-completed year. JCJC will issue invoices during Quarter 1 for the prior calendar year's usage, unless otherwise notified.

YLS assessments administered during the Term will be purchased at a per-use rate of \$4.00 USD. The County is responsible for providing payment to JCJC for all YLS assessments administered within thirty (30) business days of receipt of the invoice.

The \$4.00 USD per-use rate applies for the 2026 Term. Any changes to fees for a subsequent Renewal Term will be provided in writing by JCJC at least sixty (60) days prior to the start of such Renewal Term

Termination

JCJC may terminate this agreement upon written notice to the Probation Department if the Probation Department breaches any provision of this agreement. If either party wishes not to renew the Term or any subsequent Renewal Term of this Agreement, such party must provide written notice to the other party at least sixty (60) days prior to the expiry of the Term or any subsequent Renewal Term.

JUVENILE COURT JUDGES' COMMISSION

COUNTY OFFICIAL

Signature: _____

Signature: _____

Robert J. Tomassini

County Official

Executive Director

Date: _____

Date: _____

Applicant County: BUTLER	Payable To:
Contact Person: Doug Ritson	BUTLER COUNTY COMMISSIONERS
Contract Number: 4100101034	Vendor I.D. Number: 159004-005

Juvenile Probation Services Program Grant Agreement

This Juvenile Probation Services Program grant agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Juvenile Court Judges' Commission ("Commission"), with its principal offices located at 601 Commonwealth Avenue, Suite 4600, Harrisburg, PA 17106-2425 and Butler County ("Grantee"), with its principal offices located at JUVENILE PROBATION, PO BOX 1208, BUTLER, PA 16003-1208.

Pursuant to the Juvenile Act, 42 Pa.C.S.A. § 6374, the Commission has the authority to "make annual grants to political subdivisions for the development and improvement of probation services for juveniles." As a result, the Commission has established the Juvenile Probation Services Grant Program ("Program").

The Grantee has submitted a Juvenile Justice System Enhancement Strategy Implementation and Sustainability Plan ("Plan") and proposed budget for state fiscal year ("SFY") 2025-2026 to the Commission and the Commission has approved the Plan and the budget.

The Commission wishes to set forth the terms and conditions under which it will award Program funds to the Grantee for SFY 2025-2026.

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

1. **Grant Award.** Subject to the terms and conditions of this agreement and the availability of funds, the Commission awards **\$257,705.00** Program funds to the Grantee to support the Plan set forth in Exhibit A. Upon receipt of the funds, the Grantee shall promptly deposit the funds in an interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA or equivalent governmental insurer. The Grantee shall expend the Program funds and any interest earned from the funds solely for the purposes set forth in the Juvenile Act and in accordance with the budget set forth in Exhibit B.
2. **Payment.** Upon the full execution of this agreement, the Commission shall initiate payment to the Grantee.
3. **Performance Period.** The period of performance for this agreement will commence on **July 1, 2025**, and end on **June 30, 2026** ("Performance Period"). The Grantee may utilize the Program funds received to pay for any authorized costs and expenses incurred by the Grantee during the Performance Period.
4. **Term.** The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until **June 30, 2026** ("Term"), unless sooner terminated in accordance with paragraph 5. This agreement is not binding in any way, nor will the Commonwealth or the Commission be bound, until this agreement has been fully

executed and a fully signed copy is sent to the Grantee. The Commission may extend the Term, Performance Period, or both, for up to 90 days, by providing a written notice of extension to the Grantee.

5. Termination. The Commission may terminate this agreement, at any time, for its convenience or for any other reason if it determines that termination is in its best interest, or is otherwise appropriate, by providing written notice of termination to the Grantee. The notice must specify the date of termination.
6. Return of Unexpended Funds. Upon the expiration or termination of this agreement, the Grantee shall return all unexpended funds and any interest earned from the funds to the Commission no later than 30 calendar days after the date of expiration or termination.
7. Grantee Responsibilities. The Grantee shall:
 - a. Comply with the Juvenile Probation Services Grant Program Policies and Procedures as set forth in Exhibit C.
 - b. Complete and submit a Plan for the following SFY 2025-2026 to the Commission no later than June 1, 2025.
 - c. Complete and submit a proposed budget for the following SFY 2025-2026 to the Commission no later than March 1, 2026.
 - d. Ensure the compensation provided to juvenile probation officers, including salaries, salary increases, and bonuses, is equitable to the compensation provided to other county and court personnel, in accordance with subsection 200.1003 (a) of Title 37 of the Pennsylvania Code.
 - e. Submit to the Commission certified expenditure reports, a schedule of staff salaries, personnel transaction reports, and a certification that the compensation provided to juvenile probation officers and juvenile probation personnel covered by collective bargaining agreements, including salaries, salary increases, benefits, and bonuses, is equitable to and competitive with the compensation provided to other county and court personnel, as well as with those of other components of the county criminal justice system, human service agencies within the jurisdiction of county government or both in a manner, format, and at intervals as determined by the Commission.
 - f. Participate in the Commission's Statewide Juvenile Court Statistical Program, Outcome Measures Reporting Program, and Detention Monitoring and Reporting Program.
8. Reporting Requirements. No later than 30 calendar days after the expiration or termination of the Term, the Grantee shall submit a final report to the Commission that includes details regarding the completion of the Plan, an accounting of the use of the Program funds, and an accounting of any interest earned from the Program funds.

9. Compliance with Applicable Regulations and Commission Policies. The Grantee shall comply with the following standards:
 - a. The Standards Governing the Operation of a Juvenile Probation Merit System, set forth in 37 Pa. Code § 200.1001 *et seq.*
 - b. The Standards Governing Juvenile Court Intake, found at <https://www.jcjc.pa.gov/Publications/Documents/Standards/Standards%20Governing%20Juvenile%20Court%20Intake.pdf>.
 - c. The Standards Governing the Use of Secure Detention under the Juvenile Act, set forth in 37 Pa Code § 200.1 *et seq.*
 - d. The Standards Governing Hearings and Administrative Reviews for Children Held in Secure Detention, set forth in 37 Pa Code § 200.101 *et seq.*
10. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth Standard Terms and Conditions set forth in Exhibit D.
11. Maintenance and Retention of Records. The Grantee shall maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement. The Grantee shall retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such an event, the Grantee shall maintain these records until all pending matters are resolved.
12. Audit Rights. At any time during normal business hours and as often as the Commission deems necessary, the Grantee shall make available for inspection by the Commission, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s), all of its records with respect to all matters covered by this agreement and shall permit the Commission, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s) to audit, examine, and make copies of these records.
13. Offset, Withholding, Recoupment. The Commission may offset, withhold, or recoup Program funds if the Commission determines, in its sole discretion, that an expenditure is or was not eligible or allowable under any policy, guideline, regulation, requirement, or term of the Program or this agreement. If the Commission provides a notice of recoupment of Program funds to the Grantee and the Grantee fails to return the funds in accordance with the notice, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, may offset the amount due against any existing or future sums of money owed to the Grantee by any Commonwealth agency or department.
14. Remedies Not Exclusive. The rights and remedies of the Commission provided under this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

15. Liability. The Commission shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities or services funded, in whole or in part, pursuant to this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
16. Temporary Suspension.
 - a. If the Commission determines that the Grantee is not complying with the terms of this agreement, the Commission may temporarily suspend this agreement, at any time, by providing written notice of the suspension to the Grantee. During the term of suspension, the Grantee may not expend any Program funds during the period that the agreement is suspended, except as authorized pursuant to an order by a court of competent jurisdiction. The Grantee shall cure any default or other circumstance that is the basis for suspension of this agreement within a period of time agreed to by the Commission.
 - b. This agreement is conditioned upon complete performance by the Grantee of past agreements or contracts between the parties. Complete performance includes the Grantee's timely submission of the required reports, survey, and budget. If the Commission determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Commission, by giving written notice to the Grantee, may suspend payment under this agreement until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Commission. When the Grantee has fulfilled its obligation under past agreements or contracts to the Commission's satisfaction, the Commission may resume payment of Program funds under this agreement.
17. Notice. All notices and reports arising out of, or from, the provisions of this agreement must be in writing.
18. Amendments and Modifications. Except as provided in paragraph 4, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as this agreement.
19. Independence of Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of the Commission for any purpose whatsoever.
20. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person or circumstance will not be affected thereby.
21. No Waiver. The failure of either party to insist upon the strict performance of the terms

and conditions of this agreement may not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this agreement.

22. Integration. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
23. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitute the entire agreement. This agreement will be considered duly executed and delivered by any party affixing its electronic signature to an electronic file of the contract or when the signature of a party is delivered by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email).
24. Electronic Signatures. The agreement may be electronically signed in accordance with the Electronic Transaction Act, 73 P.S. § 2260.301 et seq.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement below.

**COMMONWEALTH OF PENNSYLVANIA
JUVENILE COURT JUDGES' COMMISSION**

COUNTY OF BUTLER

Executive Director Date

President/Administrative Judge Date

Chairman/County Executive Date

County Commissioner Date

County Commissioner Date

APPROVED AS TO FORM AND LEGALITY:

COMMISSION LIAISON COUNSEL Date

<<< Form Pre-Approval # 23-FA-2.5>>>

OFFICE OF GENERAL COUNSEL Date

<<< Form Pre-Approval # 23-FA-2.5>>>

OFFICE OF ATTORNEY GENERAL Date

Approved as to fiscal responsibility, budgetary appropriateness & availability of funds in the amount of \$257,705.00 under Appropriation Symbol 11005 Contract # 4100101034.
100% Commonwealth funds

Commonwealth Comptroller Date

EXHIBIT A

COUNTY JJSES IMPLEMENTATION AND SUSTAINABILITY PLAN



EXHIBIT B

COUNTY JUVENILE PROBATION SERVICES GRANT PROPOSED BUDGET APPROVAL

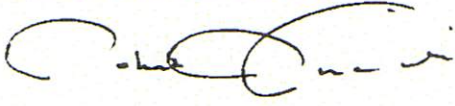
Juvenile Probation Services Grant Proposed Budget Signature Page		
Grantee: Butler County	Status of FY 2025/2026 Juvenile Probation Services Grant Proposed Budget: Approved	
Grant Period: 07/01/2025 – 06/30/2026	JCJC Grant Contact: Brian Proctor, Administrative Officer 3 bproctor@pa.gov 717.783.7836	
Proposed Budget Approving Official:		
		February 2, 2026
_____ Robert J. Tomassini, Executive Director Juvenile Court Judges' Commission		_____ Date
Your county's Juvenile Probation Services Grant Proposed Budget for State Fiscal Year 2025-2026 has been approved and will become effective upon your county's confirmation, as reflected in the signatures below.		
Signature: _____	_____ President/Juvenile Court Administrative Judge	_____ Date
Signature: _____	_____ Chairman/County Executive	_____ Date
Signature: _____	_____ Commissioner	_____ Date
Signature: _____	_____ Commissioner	_____ Date
Signature: _____	_____ Chief Juvenile Probation Officer	_____ Date

EXHIBIT C

JUVENILE PROBATION SERVICES GRANT PROGRAM POLICIES AND PROCEDURES

EXHIBIT D

COMMONWEALTH STANDARD TERMS AND CONDITIONS - **GRANT VERSION** **(REVISED - 10/1/2023)**

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend 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 any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust

investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Contractor Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the

Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and

debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee 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 Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract 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 Contractor 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 Contractor, and the Contractor 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.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge,

including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;

- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.



Pennsylvania
Emergency Management Agency

December 19, 2025

The Honorable Leslie Osche
Chair
Butler County Board of Commissioners
124 West Diamond Street
PO Box 1208
Butler, Pennsylvania 16003

RE: Request for 9-1-1 Statewide Interconnectivity Funding

Dear Commissioner Osche:

The Pennsylvania Emergency Management Agency (PEMA) is pleased to inform you that Butler County has been awarded \$143,728.57 of 2025 9-1-1 Statewide Interconnectivity Funding to be used towards the WestCORE ESInet Maintenance, Butler/Lawrence Recorder Maintenance, ICORRS Radio Maintenance, Butler NG911 GIS Maintenance, and Butler ILEC Maintenance project(s).

Enclosed is a grant agreement between Butler County and PEMA that contains the requirements and regulations for this grant funding. **Please return the signed grant agreement by February 28, 2026** to:

Mr. Gregory Kline
Deputy Director for 9-1-1
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue
Harrisburg, Pennsylvania 17110

Please note that we are unable to process grant payments until the grant agreement is fully executed with all signatures.

Should you have any questions or concerns, please do not hesitate to contact Mr. Gregory Kline, 9-1-1 Office, at 717-651-2218 or via email at gregkline@pa.gov.

Sincerely,

David R. Padfield
Director, PA Emergency Management Agency

Enclosure

cc: Mr. Robert McLafferty, Butler County Department of Emergency Services
Ms. Melissa Stotler, Butler County Treasurer's Office Post Office Box 1208, Butler

911 STATEWIDE INTERCONNECTIVITY GRANT AGREEMENT

This 911 Statewide Interconnectivity grant agreement is entered into by the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Emergency Management Agency ("PEMA"), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, PA 17110, and Butler County, with its principal offices located at 120 McCune Drive, Butler, 16001 ("Grantee").

PEMA is the Commonwealth agency responsible for distributing money from the 911 Fund established by and in accordance with 35 Pa.C.S. §5306.1. Pursuant to 35 Pa.C.S. §5306.1(d)(2), 15% of the amount in the 911 Fund is dedicated as the Statewide Interconnectivity Fund. The Grantee applied for Statewide Interconnectivity Funds to establish, enhance, operate, or maintain statewide interconnectivity of a Public Safety Answering Points ("PSAP"). PEMA determined that the Grantee is eligible to receive Statewide Interconnectivity Funds to complete its project(s).

The parties wish to set forth the terms and conditions under which PEMA will grant Statewide Interconnectivity Funds to the Grantee.

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

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA hereby grants up to \$143,728.57 in Statewide Interconnectivity Funds to the Grantee for the following approved interconnection project work plan(s) and budget(s) ("Project(s)"):
 - a. \$16,158.60 for Butler County, Butler ILEC Maintenance, order number 3120250133 as set forth in Attachment A.1
 - b. \$35,000.00 for Butler County, Butler NG911 GIS Maintenance, order number 3120250013 as set forth in Attachment A.2
 - c. \$13,338.00 for Butler County, Butler/Lawrence Recorder Maintenance, order number 3120250111 as set forth in Attachment A.3
 - d. \$64,930.97 for Butler County, ICORRS Radio Maintenance, order number 3120250120 as set forth in Attachment A.4
 - e. \$14,301.00 for Butler County, WestCORE ESInet Maintenance, order number 3120250076 as set forth in Attachment A.5
2. Changes to Award Amount. PEMA may increase or decrease the amount of the grant award by providing written notice of award modification to the Grantee without the need to amend this agreement. All funding increases are subject to the Governor's Office of the Budget, Comptroller's Office certification of the availability of the funding.

3. Term. The term of this agreement will commence on the date of the last Commonwealth signature ("Effective Date") and will remain in effect until January 31, 2027 ("Term"), unless sooner terminated in accordance with paragraph 6. This agreement is not binding in any way, nor will the Commonwealth or PEMA be bound, until this agreement has been fully executed and sent to the Grantee.
4. Period of Performance. The period of performance for this agreement will commence on January 1, 2026 and end on December 31, 2026 ("Period of Performance"). All grant funds must be expended or obligated by the Grantee within the Period of Performance.
5. Extension. PEMA may extend the Term, Period of Performance, or both by providing written notice of extension to the Grantee without the need to amend this agreement. No extension may result in a Term or Period of Performance that exceeds 5 years from the Effective Date of this agreement.
6. Termination. PEMA may terminate this agreement at any time for its convenience or for any reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice of termination to the Grantee and specifying the effective date of the termination.
7. Survival of Terms. The provisions and obligations set forth in paragraphs 9, 13, and 14 of will survive the termination of this agreement.
8. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth's Standard Terms and Conditions set forth in Attachment B.
9. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, 35 Pa.C.S. §§5301-5399, as amended, and the Eligibility Factors List set forth in Attachment C. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of the grant funds.
10. Project Requirements.
 - a. Payment Amounts Payment amounts are based on the approved work plan and budget for the Project(s).
 - b. Allowable Expenditures The Grantee shall expend the grant funds solely on the items approved in the work plan and budget.
 - c. Changes to Project Requests for changes to the work plan(s) or budget(s) must be submitted in accordance with the requirements set forth in paragraph 17. Project changes must be related to the original intent and scope of the approved work plan or budget. Cost adjustments will not be available after a Project is reported as closed. PEMA maintains sole discretion to approve or disapprove requested changes. PEMA shall communicate any approval of proposed changes to the Project(s) to the Grantee in writing without the need to amend this agreement.
 - d. Training The Grantee shall participate in all required grant training and workshops facilitated by PEMA.

11. Funds Management. The Grantee shall:

- a. individually track all activity for each Project for which the Grantee receives the grant funds.
- b. place the grant funds in an interest-bearing account in a bank or other financial institution insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or equivalent insurer.
- c. use the interest earned on the grant funds only on eligible 911 costs as outlined in the Eligibility Factors List.
- d. return the grant funds that are not expended or obligated by the end of the Period of Performance to the 911 Fund.

12. Reporting Requirements. The Grantee shall:

- a. notify PEMA when each Project milestone is met or the/each Project is completed.
- b. submit quarterly progress reports no later than 30 days after the end of each quarter.
- c. submit the 911 Annual Report by April 15 of each year.

13. Maintenance and Retention of Records. The Grantee shall:

- a. maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement, and reflecting all matters and activities covered by this agreement.
- b. retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, the Grantee shall maintain these records until all pending matters are resolved.

14. Audit. The Grantee shall:

- a. give PEMA access to, and the right to examine, all records and documents that are related to the grant.
- b. permit access to facilities, personnel, and other individuals and information that PEMA may determine is necessary.
- c. comply with any compliance review conducted by PEMA.

- d. establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.
- 15. Prohibited Use of Funds. The Grantee shall not reallocate the grant funds for any purpose not related to the/an approved Project. If PEMA determines that activities or expenditures are not eligible, those activities or expenditures may not be funded or reimbursed.
- 16. Offset, Withholding, Recoupment, and Deobligation. At any time, PEMA reserves the right to offset, withhold, recoup, or deobligate grant funds or payments for grant expenditures if PEMA determines that there has been a violation of this agreement by the Grantee or PEMA determines that the Grantee's expenditures are or were not eligible, proper, or allowable. PEMA may deobligate Statewide Interconnectivity Funds from any Project at any time if:
 - a. the Grantee's progress towards its approved Project milestones is deemed insufficient. PEMA shall have sole discretion to determine the sufficiency of progress towards approved Project milestones;
 - b. the Grantee changes the scope of the/an approved Project work plan;
 - c. the PSAPs identified in a Project are changed without approval from PEMA;
 - d. the Grantee fails to cooperate with PEMA and the Commonwealth contracted next generation 911 (NG911) service provider or participate in NG911 system impairment investigations; or
 - e. the Grantee fails to submit Geographic Information System data to the NG911 Core Service data hub.
- 17. Notice. All notices, reports, and requests arising out of, or from, the provisions of this agreement must be in writing and provided to the parties at the addresses provided in Attachment D. The parties may change their designated contact or address by providing written notice to the other party in the manner specified above.
- 18. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement.
- 19. Amendments and Modifications. Except as provided in paragraphs 2, 5, 10(c), and 17, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as the agreement.
- 20. Independent Contractor. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of PEMA for any purpose whatsoever.

21. **Severability.** The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
22. **No Waiver.** No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
23. **Integration and Merger.** When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
24. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
25. **Electronic Signatures.** This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.
26. **Signatories Attestations.** By signing this agreement, the individuals signing on behalf of the Grantee ("Signers") acknowledge that:
- a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Grantee.
 - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
 - c. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
 - d. they are submitting official information to the Commonwealth.
 - e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

GRANTEE:

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

PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

Executive Director or Designee

Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

Date

30-FA-17.0

Office of General Counsel

Date

30-FA-17.0

Office of Attorney General

Date

APPROVED:

Comptroller Operations

Date

Award No: _____ Funds Commitment #: 4100101193

Assistance Listing Number # _____



INVOICE

County of Butler
PO Box 1208
BUTLER PENNSYLVANIA 16003

Invoice Date Jan 28, 2026
Invoice Number SMA-01192026
Reference Millennium Software Maintenance Agreement Renewal
Allegheeny Safe and Lock Inc.
ASL Systems
501 Thomson Park Drive
Cranberry Township, PA 16066
724-776-4510
xxx-xx--245

Description	Quantity	Unit Price	Tax	Amount USD
Ultra Hosted Millennium Software Hosted SW Renewal	169.00	36.00	Tax Exempt	6,084.00

PLEASE NOTE:
Current Software Maintenance Agreement is to expire on April 17, 2026. Agreement is set to auto-renew on April 18, 2026 and valid through April 17, 2027.

Cancellation of any agreement requires at least 45 days' notice from the expiration date.

Subtotal	6,084.00
TOTAL TAX	0.00
TOTAL USD	6,084.00

Due Date: Apr 17, 2026

Labor on invoice is guaranteed for thirty (30) days from completion.
Material on invoice is guaranteed for one (1) year by manufacturer.
Service and labor time includes travel time to the job on all invoices unless otherwise discussed. Chargeable travel time charged to a one hour maximum.

COSTARS Member
190670

Credit Card payments made via virtual credit card or phone will have a 2% transaction fee added to the invoice total.
Credit Card payments via Stripe (link on invoice email) do not have transaction fees.



[View and pay online now](#)

BOARD OF COUNTY COMMISSIONERS
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Kimberly D. Geyer, Vice-Chairman
Kevin E. Boozel, M.S. Secretary

Amanda Feltenberger
Human Services Director

William Kepple
Human Services Fiscal Officer

Allyson Rose
Director of Integrated Services



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: February 5, 2026

TO: Maria Malloy
Chief Clerk

FROM: Amanda Feltenberger
Human Services Director

RE: Commissioners' Public Meeting – February 11, 2026
Human Services Agreements

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

Drug & Alcohol

1. Approval of the following Drug & Alcohol Contract Agreements for January 1, 2026 to June 30, 2026:

Gateway Rehabilitation Center:		
Facility No. 707-314	Intensive Outpatient – Adult & Adolescent	\$10.87/15 min.
	Intensive Outpatient - Urine Testing	\$19.00/Test
	Outpatient Individual – Adult & Adolescent	\$45.50/15 min.
	Outpatient Group – Adult & Adolescent	\$10.41/15 min.
	Outpatient - Urine Testing	\$19.00/Test
	99202 U7) OV/OP Visit for Eval. & Management of New Patient- Adults	\$119.00/ 15 Minutes
	Partial Hospitalization- Adult	\$240.00/Day
	(99204 U7) OV/OP Visit for Eval. & Management of New Patient (Comp. Medical Exam & Eval.)- Adults	\$156.00/ 45 Minutes
	(99211 HF) OV/OP Visit for Eval. & Management of Established Patient (Nurse Medication)- Adults	\$48.78/ 15 Minutes
	(99211 U7) OV/OP Visit for Eval. & Management of Established Patient- Adults	\$132.00/ 15 Minutes
	(99215 U7) OV/OP Visit for Eval. & Management of Established Patient- Adults	\$158.00/ 40 Minutes

	(81025) Pregnancy Test	\$15.00/Test
	(96372) MAT Injection- Vivitrol/Sublocade	\$50.00/Per Event
	H0003-MAT Urine Testing	\$19.00/ Test
	Medication- (Vivitrol, Sublocade, Suboxone, Brixadi, etc.)	At Cost- per Prescribed Amount
Facility No. 041-091	Non-Hospital Detoxification- Adult	\$553.00/Day
	Non-Hospital Detoxification- Adolescent	\$571.00/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$298.00/Day
	Level 3.5-Non-Hospital Inpatient -Adolescent	\$502.00/Day
	Level 3.7 Medically Monitored Intensive Inpatient- Adult	\$387.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 257-067	Level 3.5-Non-Hospital Inpatient -Adult	\$264.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 657-055	Non-Hospital Detoxification- Adult	\$442.00/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$439.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 637-056	Non-Hospital Detoxification- Adult	\$415.00/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$326.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 637-055	Level 3.5-Non-Hospital Inpatient -Adult	\$260.65.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 047-060	Level 3.5-Non-Hospital Inpatient –Adult	\$276.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 047-043	Level 3.1- Halfway House- Adult Male	\$113.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 637-057	Level 3.1- Halfway House- Adult Male	\$174.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 637-058	Level 3.1-Halfway House- Adult Female	\$163.00/Day
	MAT Services	At Cost- per Prescribed Amount

Healthy Body Peaceful Soul LLC.:

Facility No. N/A	<p>Three (3) Education services to include:</p> <ul style="list-style-type: none"> - 1 education service (8 sessions) for at risk middle school students at Seneca Valley School District (20 minimum participants to hold a session) - 1 education service (8 sessions) for students at Summit Academy (10 minimum participants to hold a session) - 1 education service (8 sessions) for women at risk in Butler County (9 minimum participants to hold a session) 	<p>one education service (Seneca Valley) and one education service (Summit Academy) <u>each at \$18,250 for a total of \$36,500</u> (\$2281.25/session)</p> <p>one education service (women at risk in Butler County)- <u>total of \$20,250</u> (\$2,531.25/session)</p>
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Gaudenzia, Inc:

Facility No. 251-086	Non-Hospital Detoxification- Adult	\$447.00/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$260.00/Day
	Level 3.5- Enhanced Clinically Managed Residential Services	\$275.00/Day
	Level 3.7- Non-Hospital Medically Monitored Intensive Inpatient - Adult	\$351.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 257-048	Halfway House- Adult Male	\$166.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 257-046	Halfway House- Adult Women & Women w/Children	\$237.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 257-087	Level 3.5-Non-Hospital Inpatient- Adult Women & Women w/ Children	\$400.00/Day
	Level 3.7- Medically Monitored Intensive Inpatient Services- Adult Women & Women w/ Children	\$452.00/Day
	MAT Services	At Cost- per Prescribed Amount

Pyramid Healthcare Inc.:

Facility No. 077-019	Non-Hospital Detoxification- Adult	\$435/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$309.00/Day
	Level 3.5 Enhanced-Non-Hospital Co-occurring Inpatient- Adult	\$338.00/Day
	Level 3.7- Non-Hospital Medically Monitored Intensive Inpatient - Adult	\$367.00/Day
	Level 3.7 Enhanced- Non-Hospital Medically Monitored Intensive Inpatient- Adult	\$360.00/Day
	Partial Hospitalization- Adult	FFS
	MAT Services	At Cost- per Prescribed Amount

Facility No. 077-018	Halfway House- Adult Male	\$165.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 077-026	Halfway House- Adult Male	\$170.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 707-233	Non-Hospital Detoxification- Adult	\$444.01/Day
	CM Services: Completion of Initial SOR GPRA	\$45.00 Per Occurrence
	Level 3.5-Non-Hospital Inpatient -Adult	\$348.24/Day
	Level 3.5 Enhanced-Non-Hospital Co-occurring Inpatient- Adult	\$365.66/Day
	Level 3.7- Non-Hospital Medically Monitored Intensive Inpatient – Adult	\$302.51/Day
	Level 3.7 Enhanced- Non-Hospital Medically Monitored Intensive Inpatient- Adult	\$355.01/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 077-014	Halfway House- Adult Female	\$170.00/Day
	MAT Services	At Cost- per Prescribed Amount
Facility No. 707-235	Level 3.5-Non-Hospital Inpatient - Young Adult Males	\$321.67/Day
	MAT Services	At Cost- per Prescribed Amount
Drug and Alcohol Rehabilitation Services (DARS), Inc.		
Facility No. 361-119	Level 3.5 Non-Hospital Inpatient – Adolescent Males	\$208.00/Day
Facility No. 367-074	Level 3.5 Non-Hospital Inpatient – Supervised Independent Living-Adolescent Males	\$185.00/Day
Arc Manor:		
Facility No. 031-056	Level 3.5-Non-Hospital Inpatient –Adult	\$297.00/Day
	MAT Services	At Cost- per Prescribed Amount
	Intensive Outpatient - Adult	\$10.87/15 min.
	Intensive Outpatient - Urine Testing	\$19.00/Test
	Outpatient Individual – Adult &Adolescent	\$45.50/15 min.
	Outpatient Group- Adult	\$10.41/15 min.
	Outpatient - Urine Testing	\$19.00/Test
	(99202 U7) OV/OP Visit for Eval. & Management of New Patient	\$119.00/ 15 Minute Unit
	(99204 U7) OV/OP Visit for Eval. & Management of New Patient (Comp. Medical Exam & Eval.)	\$156.00/ 45 Minute Unit
	(99211 HF) OV/OP Visit for Eval. & Management of Established Patient (Nurse Medication)	\$48.78/ 15 Minute Unit
	(99211 U7) OV/OP Visit for Eval. & Management of Established Patient	\$132.00/ 15 Minute Unit
	(99215 U7) OV/OP Visit for Eval. & Management of Established Patient	\$158.00/ 40 Minute Unit
	(96372) MAT Injection-Vivitrol/Sublocade	\$50.00/ Per Event
	(81025) Pregnancy Test	\$15.00/ Per Test
	H0003- MAT Urine Screen	\$19.00/ Per Test
	Medication-(Vivitrol, Sublocade, Suboxone)	At Cost - per Prescribed Amount

Butler County Board of Commissioners

Planning Commission

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, M.S., ***Secretary***



***Chief of Economic
Development &
Planning***
Mark S. Gordon

MEMO

To: Board of Commissioner

From: Kevin Gray

Date: February 5, 2026

Subject: Commissioners Meeting, February 11, 2026

Please place the following items on the February 11, 2026 Commissioner Meeting:

1. Approval to advertise the following items for bid as needed at various bridges in the county, as needed for calendar year 2026.
 - a. Excavating Services
 - b. Concrete and Steel beams
 - c. Guide rail systems
 - d. Rebar
 - e. Paving
 - f. Concrete
 - g. Stone/ Gravel Aggregates

If you have any questions, please contact me at 5277.

Thank you for your assistance

Kevin Gray
Bridge / Fleet Manager

RBA Professional Data Systems, Inc.

240 Elmwood Street, State College, PA 16801

Phone (814) 238-2100 Fax (814) 238-7995

PRICE QUOTATION

Butler County - Class 4

for

RBA e-Delinquent Management Software - Upgrade (Tax Claim)

Date: 1/4/2023

Quote Ref#: BUC230004

Qty	Description	License Fee	Annual
		One Time Cost	Maintenance
	RBA e-Delinquent Management Application Software & On-Line Payments	95,000.00	23,750.00
	RBA Tax Claim Application - this newest version has been completely redesigned, reprogrammed, and is feature enriched. It is now a web browser based application utilizing the latest technology available today. It is not shrouded in a 3rd party emulation software that simulates a .NET web based product.		
	Full Credit for Current Customers with Paid Software Support	-95,000.00	
	Training		
5	Training Days	4,750.00	
	Additional training days available at \$950 / day		
	Software Installation & Setup		
	Install and setup Application Software on County's Server	1,900.00	
	Other Items		
	Project Management	N/C	
	Conversion Cost shared by all existing counties	5,000.00	
	Travel Expenses for Professional Services @ cost	As incurred	
	Additional Professional Services if Requested and Authorized - \$125 / hour	As incurred	
	Total	\$11,650.00	\$23,750.00

Notes Annual Maintenance will be billed for the calendar year (prorated on install date).
All annual renewal fees will be increased by a percentage amount equal to the Consumer Price Index for the previous year. Consumer Price Index means the annual average CPI from the previous year for ALL Urban Consumers (Revised Series) (CPI-U) All Items, U.S. City Average (1982-1984 equals 100) of the United States Department of Labor, Bureau of Labor Statistics.

Optional items: imaging s/w & h/w, bar code readers supported & available Server, Routers, Database and Associated Security Hardware and Software supplied by County. Server, Routers, Database and Associated Security Hardware and Software supplied by County. Operating System & SQL Server licenses to be supplied by the County.

All dates, including installation and ready for use, are subject to client preparedness and special circumstances and will be based on agreed upon schedule

This quotation is valid for 120 days

Payment Schedule

RBA Application software will be billed due net 30 days as follows:

50% Upon contract signing / official authorization

50% Upon completion of installation and ready to use

All other services & expenses billed as completed or incurred

** Upon acceptance please provide a Purchase Order for \$11,650.00 (to be invoiced as noted above) and return with the signed proposal.

This proposal and the terms listed above accepted on _____

Authorized Signature



Invoice No. RBAXT0000165
Invoice Date 12/18/2025
Due Date 12/18/2025
Customer No. BUT100
Page 1 of 1



Bill To
Butler County
ATTN: Janet Mentel
PO Box 1208
Butler, PA 16003-1208
United States

Ship To
Butler County
PO Box 1208
Butler, PA 16003-1208
United States

Reference #	PO #	Payment Terms	Currency	
BUTLR100-1-2023-4		Receipt	USD	
Item Number	Description	Quantity	Unit Price	Amount
RBA-PS	Upgrade to Tax Claim .net SW	1.00	11,650.00	11,650.00

Remit to:
RBA Professional Data Systems, Incorporated
PO Box 74008484
Chicago IL 60674-8484

Subtotal	11,650.00
Misc	0.00
Taxes	0.00
Total Due	11,650.00

Tax Exempt? Please email your exemption certificate to the email below.



Invoice Questions?
Please call Monica Tracey at 613-519-7917 or at our toll-free number 1 (888) 847-7747 ext 500378
You can also reach us by e-mail at AR_RBA@harriscomputer.com

Thank you for your business!

CHANGE ORDER REQUEST FORM

COR Date: 1/27/26

CHANGE ORDER DESCRIPTION:

COR includes costs associated with adding (2) bollards at the enlarged dumpster pad

PROJECT: Butler - 215 N Duffy Rd

Massaro Project #: 25-033

Massaro Cost Code:

CONTRACTOR COR NO.: 28

MATERIAL *

Description	Quantity (Q)	Unit of Measure (U)	Unit Cost (UC)	Total Cost (Q x UC)	Total Material Cost
Concrete	1.0	CY	\$190.00	\$190.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$190.00	
(A) SUBTOTAL MATERIAL COST (includes tax)					
(B) SUBTOTAL MATERIAL w/TAX (10%)					\$209.00

SHOP LABOR *

Trade	No. of Workers	Total Hours (H)	Total Rate w/Fringes (HR)	Total Cost (H x HR)	Total Shop Labor
				\$0.00	
				\$0.00	
				\$0.00	
(C) TOTAL SHOP LABOR				\$0.00	
(D) SUBTOTAL MAT'L & SHOP LABOR (B+C)				\$0.00	
(E) w/MARK UP ON SHOP LABOR & MATERIAL (10%)					\$0.00

LABOR *

Trade	No. of Workers	Total Hours (H)	Total Rate w/Fringes (HR)	Total Cost (H x HR)	Total Labor Cost
Laborer	1	2	60.67	\$121.34	
Cement Finisher	1	2	77.64	\$155.28	
(F) SUBTOTAL LABOR				\$121.34	
(G) w/MARK UP ON TOTAL LABOR (10%)					\$133.47

EQUIPMENT AND TOOLS *

Equipment	Quantity (Q)	Total Hours (HR)	Rental Rate (R)	Total Cost (HR x R)	Total Equip. Cost
				\$0.00	
				\$0.00	
				\$0.00	
			Delivery Charge (If Applies)		
(H) SUBTOTAL EQUIPMENT				\$0.00	
(I) w/MARK UP ON TOTAL EQUIPMENT (5%)					\$0.00

SUBCONTRACTORS **

Company	Type of Work Provided	Total Cost **	Total SC Cost **
Multi Metals Inc	Furnish (2) 7'-0" bollards - 6" dia	\$691.48	
(J) SUBCONTRACTED SUBTOTAL		\$691.48	
(K) w/MARK UP ON SUBCONTRACTED TOTAL (10%)			\$760.63

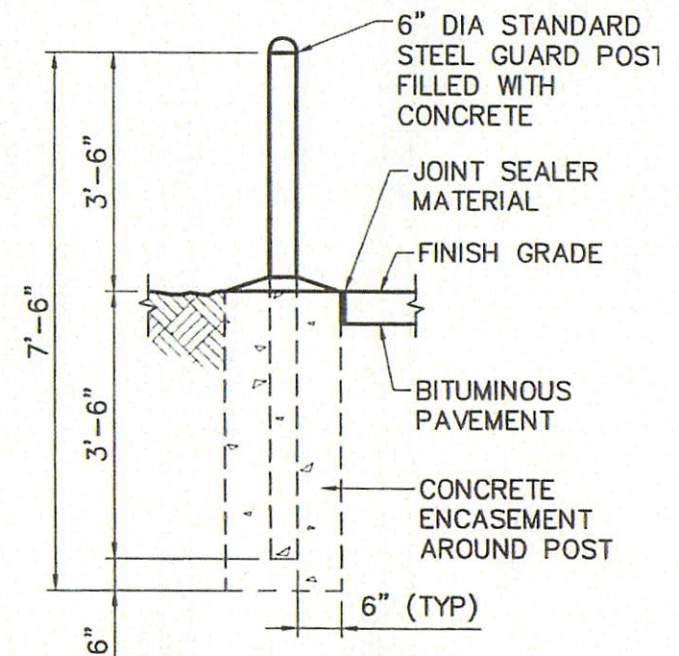
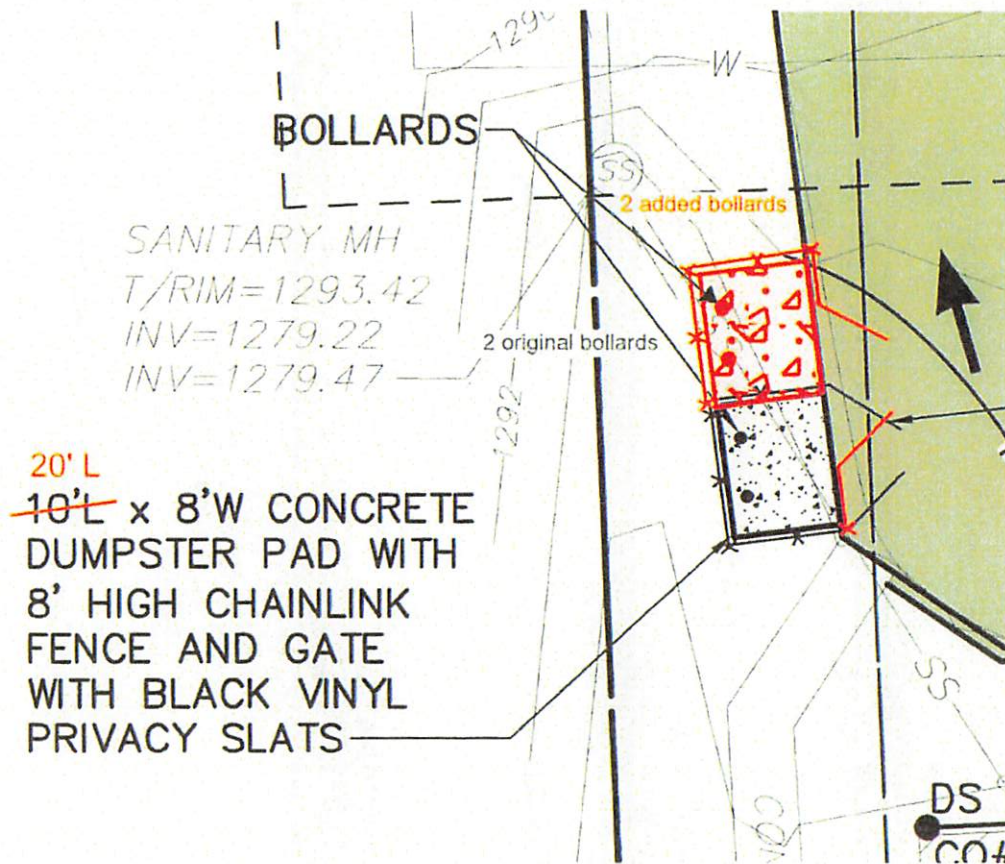
SUMMARY

TOTAL MATERIAL & SHOP LABOR (E)	\$209.00
TOTAL LABOR (G)	\$133.47
TOTAL EQUIPMENT (I)	\$0.00
TOTAL SUBCONTRACTS (K)	\$760.63
SUBTOTAL COST OF WORK	\$1,103.10

TOTAL PROPOSAL-->> \$1,103.00

Approved By:

Handwritten signatures and initials



BOLLARD DETAIL

NOT TO SCALE



PO Box 1185 | 1941 State Route PA-66
Greensburg, PA 15601
724-836-2720

CHANGE ORDER REQUEST

January 16, 2026

Massaro Corporation
120 Delta Drive
Pittsburgh, PA 15238

Attn: Michael Clements and Ben Weaver

**RE: TWO (2) ADDITIONAL BOLLARDS
215 N. DUFFY ROAD RENOVATIONS PROJECT**

Please issue a lump sum change order in the amount of \$652.34 plus 6% PA sales tax for a total of **\$691.48** (Six hundred ninety-one dollars and forty-eight) to be added to our original contract for the following:

MATERIAL FURNISHED AND DELIVERED

- 2 – Bollards 6"Ø Sched 40 pipe x 7'-0" LG Prime Painted

EXCLUDES

- All Installation
- Touchup Paint and Finish Paint

NOTE: Written Authorization is Required to Release the Above.

Cordially,

MultiMetal Inc.

Richard P. Lonerio

Richard P. Lonerio



CHANGE ORDER NO. 04

Date of Issuance: 2/6/2026

Effective Date: DATE EXECUTED BY OWNER

Owner: AC Valley Municipal Authority

Contract No.: S-1

Contractor: Konzel Construction Co., Inc.

Contract Name: General Construction

Engineer: Herbert, Rowland & Grubic, Inc.

HRG Project 4180.0471

Project: AC Valley Sewage Treatment Plant Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Lump sum decrease in the Contract price for site fencing installation labor.

Attachments: None.

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

Original Contract Price: <u>\$ 1,064,000.00</u>	Original Contract Times: Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days
Increase from previously approved Change Orders: <u>\$ 122,674.02</u>	Change from previously approved Change Orders: Substantial Completion: <u>101</u> Ready for Final Payment: <u>101</u> days
Contract Price prior to this Change Order: <u>\$ 1,186,674.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>281</u> Ready for Final Payment: <u>281</u> days
Decrease of this Change Order: <u>\$ 7,400.00</u>	Change of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: <u>\$ 1,179,274.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>281</u> Ready for Final Payment: <u>281</u> days

RECOMMENDED:

By: [Signature]
Engineer (Authorized
Signature)

AUTHORIZED BY:

By: _____
Owner (Authorized
Signature)

RECEIVED:

By: _____
Contractor (Authorized Signature)

Title: ENGINEER

Title: _____

Title: _____

Date: 2-6-2026

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2018 by the Engineers Joint Contract Documents Committee.





CHANGE ORDER NO. 05

Date of Issuance: 2/6/2026 Effective Date: DATE EXECUTED BY OWNER

Owner: AC Valley Municipal Authority

Contract No.: S-1

Contractor: Konzel Construction Co., Inc.

Contract Name: General Construction

Engineer: Herbert, Rowland & Grubic, Inc.

HRG Project 4180.0471

Project: AC Valley Sewage Treatment Plant Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Lump sum increase in the Contract price and time for delays related to start-up of the wastewater treatment plant and pump station.

Attachments: Konzels 12/31/2026 Proposed Change Order

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

Original Contract Price: \$ <u>1,064,000.00</u>	Original Contract Times: Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days
Increase from previously approved Change Orders: \$ <u>115,274.02</u>	Change from previously approved Change Orders: Substantial Completion: <u>101</u> Ready for Final Payment: <u>101</u> days
Contract Price prior to this Change Order: \$ <u>1,179,274.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>281</u> Ready for Final Payment: <u>281</u> days
Increase of this Change Order: \$ <u>3,500.00</u>	Increase of this Change Order: Substantial Completion: <u>60</u> Ready for Final Payment: <u>60</u> days
Contract Price incorporating this Change Order: \$ <u>1,182,774.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>341</u> Ready for Final Payment: <u>341</u> days

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

AUTHORIZED BY:

By: _____
Owner (Authorized Signature)

RECEIVED:

By: _____
Contractor (Authorized Signature)

Title: ENGINEER

Title: _____

Title: _____

Date: 2-6-2026

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2018 by the Engineers Joint Contract Documents Committee.





1921 Powell Avenue
Erie, Pennsylvania 16505
P: 814-836-5880
F: 814-836-5899

2025
12/31/~~2026~~

HRG
220 West Kensinger Drive
Suite 100
Cranberry Township, PA 16066

RE: AC Valley Sewage Construction Project – Contract S-2-Plumbing

Mr. Hanley,

Konzel Construction respectfully requests a Time Extension to Contract S-2 Plumbing of AC Valley's Sewage Construction Project. This request is due to the delay with the required start-up of the new Wastewater Treatment Plant and Pump Station. There is also a requested cost addition of \$3,500.00 to the contract price for added Project Management.

Respectfully,

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

Wesley McLallen
Project Manager, Konzel Construction Co., Inc.



CHANGE ORDER NO. 03

Date of Issuance: <u>2/9/2026</u>	Effective Date: <u>DATE EXECUTED BY OWNER</u>
Owner: <u>AC Valley Municipal Authority</u>	Contract No.: <u>W-4</u>
Contractor: <u>Book & Proch, Inc.</u>	Contract Name: <u>Electrical Construction</u>
Engineer: <u>Dakota Engineering Associates, Inc.</u>	HRG Project <u>4180.0471</u>
Project: <u>AC Valley Water Treatment Plant Construction</u>	

The Contract is modified as follows upon execution of this Change Order:

Description:

Contract Time extension for back up generator delays from the manufacturer.

Attachments: 2/9/2026 Book & Proch Project Timeline Extension Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>284,890.00</u>	Original Contract Times: Substantial Completion: <u>270</u> Ready for Final Payment: <u>270</u> days
Change from previously approved Change Orders: \$ <u>17,333.00</u>	Change from previously approved Change Orders: Substantial Completion: <u>21</u> Ready for Final Payment: <u>21</u> days
Contract Price prior to this Change Order: \$ <u>302,223.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>291</u> Ready for Final Payment: <u>291</u> days
Change of this Change Order: \$ <u>0.00</u>	Change of this Change Order: Substantial Completion: <u>25</u> Ready for Final Payment: <u>25</u> days
Contract Price incorporating this Change Order: \$ <u>302,223.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>316</u> Ready for Final Payment: <u>316</u> days

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____
Engineer (Authorized
Signature)

By: _____
Owner (Authorized
Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2018 by the Engineers Joint Contract Documents Committee.





314 Old Youngstown Road
New Castle, PA 16101

(724) 652-9861
(800) 582-2469

February 9, 2026

Attn: Adam Geibel
Herbert, Rowland & Grubic, Inc.
220 West Kensinger Drive, Suite 100
Cranberry Township, PA 16066

RE: AC Valley Development Corp. – W-4 - Change Order #3 – Time Extension Request

Adam,

This letter is the formal request for Contract W-4, Change Order #3 which would extend the contract completion date from February 9, 2026 to March 6, 2026. This time extension is to accommodate installation of the backup generator, which due to manufacturing delays was not delivered until February 2, 2026. This extension request will not impact the W-1 completion date of March 24, 2026 and the entire project will be completed prior to the March 31, 2026 ARC grant deadline.

Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Ryan Braatz, MWS
Vice President

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this ____ day of January 2026, by and between Community Development Corporation of Butler County, ("Consultant") and County of Butler (the "County").

RECITALS

WHEREAS, the County is in need of assistance in the planning for growth, infrastructure development and assistance with local municipalities within Butler County; and

WHEREAS, Consultant has agreed to perform consulting work for the County in providing planning support and consulting services and other related activities as directed by the County.

NOW, THEREFORE, in consideration of the mutual covenants and promises and intending to be legally bound hereby, the parties agree as follows:

1. **Consultant's Services.** Consultant shall provide to the County, and if directed by the County, include: Planning for growth, Infrastructure Development, Site Selection for Development, Project Planning and Expansion ("Consulting Services"). The Consulting Services provided will be used to promote Economic Development in Butler County. Consultant may be retained by the County to perform work on a specific project such as construction management or construction administration which work shall be subject to the negotiation of mutually acceptable fee for such services. The Consultant shall provide its Consulting Services through its employee, Joseph Saeler. If, for any reason, Joseph Saeler is no longer available to provide the consulting services as outlined in this Agreement, the County has the option to terminate this Agreement with thirty days advance written notice to the Consultant. In such event, the Consultant will be entitled to receive pro rata compensation for their services rendered up to and through the date of termination.

2. **Consideration.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the County will pay Consultant at the rate of \$75,000 per annum payable in four (4) quarterly installments in the amount of \$18,750 on March 15, June 15, September 15 and December 15.

3. **Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the County and Consultant. Consultant is an independent contractor and not an employee of the County or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the County will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the County.

4. **Confidentiality.** In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the County or its subsidiaries or affiliates may consider confidential. This information may include, but is not

limited to, information pertaining to the County machinery building systems, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate County personnel or their designees.

5. Term. This Agreement shall commence on January 1, 2026 and end on December 31, 2026 but may be extended from year to year by mutual agreement of the parties.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States, or international mail properly addressed to the appropriate party at the address set forth below:

Notices to Consultant: 110 East Diamond Street, Suite 201, Butler, PA 16001.

Notices to the County: County Government Center, 124 West Diamond Street, Butler, PA 16001 Attention: Chairman of the Board of Commissioners.

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the County and to the County's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the County.


7.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Pennsylvania. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

7.4 Authorization. Each party to this Agreement verifies by execution of the Agreement that they have taken all action necessary to authorize the execution and delivery of this Agreement.

Signatures appear on the following page.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Community Development Corporation of Butler County

By: 
Name: Edward Mauk
Title: Treasurer

County of Butler

By: _____
Leslie A. Osche, Chairman

By: _____
Kimberly D. Geyer, Vice Chairman

By: _____
Kevin E. Boozel, M.S., Secretary

Attest:

By: _____
Maria G. Malloy, Chief Clerk

BUTLER COUNTY
NOTICE OF ACTION TAKEN
BY ELECTED OFFICIALS

February 11, 2026

Coroner's Office (Pool) (by Coroner Young)

LINDSAY, Corey K. (Vacant Position)	02/08/2026	Special Deputy Coroner (Pool)	\$150 Per Removal NO BENEFITS NO RETIREMENT
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Judicial/Court Administration (by President Judge Dr. S. Michael Yeager)

FLEISCHER, Charles M. (Rep. R. Stewart)	02/09/2026	Tipstaff/Part-Time	\$96.4676/day NO BENEFITS NO RETIREMENT
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Submitted:
02/06/2026 by KG

BUTLER COUNTY COMMISSIONERS'
RATIFICATION OF PERSONNEL TRANSACTIONS
February 11, 2026

Prison

MILLER, Ashley R. (Rep. B. Switzer)	02/23/2026	Correction Officer/F.T.	\$23.2227/hr. NO BENEFITS FOR 90 DAYS RETIREMENT
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TOLBART, Sydni R. (Vacant Position)	02/23/2026	Correction Officer/F.T.	\$23.2227/hr. NO BENEFITS FOR 90 DAYS RETIREMENT
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Submitted:
02/06/2026 by KG