



A. Call To Order

Zachary Haigis

President, Board of Commissioners

B. Roll Call

Commissioner Stump

Commissioner Atwood

Commissioner Gray

Commissioner Zona

Commissioner Wengrzyn

Commissioner Gass

Commissioner Haigis

C. Pledge Of Allegiance

D. Citizen's Input

E. Work Session Discussion Topics

1. Waste Management Extra Recycling

Carts - Discussion.

2. Phone System Evaluations

Documents:

[PHONE SYSTEM EVALUATIONS.PDF](#)

3. Resolution For Budget Amendment - Discussion.

Documents:

[RESOLUTION FOR BUDGET AMENDMENT.PDF](#)

4. Attorney General Agreement

Documents:

[ATTORNEY GENERAL AGREEMENT.PDF](#)

5. COVID-19 Policy - Discussion.

F. Planning / Engineering Topics

1. S-01-2022: Thomas Farm Acres Revision 1, Guffey Road, R-2 Zoning

Slight revision to Thomas Farm Acres development.

Documents:

[THOMAS FARM ACRES REVISION.PDF](#)

G. Old Business

H. Further Board Comments

I. Adjournment

Memorandum

To: Michael Turley



Date: 12-22-21

From: Jonathan Beskid

CC: Greg Arendas

RE: Phone System Upgrades

OVERALL RECOMMENDATION

After review of the product demonstrations and quotes, Third Generation of Pennsylvania is the recommended vendor for our voice over IP phone system upgrade with their Yealink phone system. The comparative advantages of proceeding with Third Generation of Pennsylvania include:

- Entry level phones at no cost
- Experience with multiple police departments
- Local customer support

ADDITIONAL UPSTART COSTS:

A further analysis of our situation revealed some necessary equipment upgrades (see Appendix A) to accommodate the expansion no matter which vendor we proceed with. The total cost of the additional equipment subject to availability and price changes is **\$15,643.92**. I would like to highlight a couple notable items.

- The ethernet wiring in our building is old and it seems that there is residual Cat 5 wiring as all computers in the police department are capped at 100 Mbps despite having 1 Gbps (gigabit) capacity for internet speeds. All switches appear to be gigabit compatible and computers are also gigabit capable, it therefore leads me to believe that there is either old or faulty wiring or some kind of limit on the bandwidth of the switch by the dispatch area. Either way, new wiring and switches will ensure much better performance. New Cat6A wiring would also prevent crosstalk and interference and supports speeds up to 10G making our networks more reliable and future proof. Wiring is relatively simple with the right tools and can be done internally to save money.
- New PoE (power over ethernet) network switches are needed to provide power to the new phones via an ethernet cable and are capable of providing up to gigabit internet speeds to workstations. The switches will also provide the capacity to setup a Voice VLAN to segment the phones from the data on our servers and workstations.

- 4G LTE backup modems are necessary to provide a stable network for call consistency in the event of an internet disruption. These modems will require additional recurring charges for a data plan and providing technical support and managing the 4G LTE backup modems. The total additional annual recurring charges costs **\$1320 per year**.

VENDOR COSTS & EQUIPMENT:

Third Generation's non-recurring cost is \$600 for professional services including setup, installation, etcetera. The cost for the phone system is **\$1374 per month** for a 5 year agreement including all phone equipment. The monthly cost will go down after the equipment is paid for should we decide to retain their services after year 5. See Appendix B for more details. Our current phone service from Verizon for reference is **\$2184 per month**. While we may need to retain some of Verizon's services, the savings will still be substantial. An in-depth analysis is underway.

LEVEL OF SERVICE:

Our transition to a Voice-Over-IP phone service with a mobile backup not only saves the Township money but also increases the efficiency and efficacy of Township operations.

Additional Features and Functionality Include:

- Ability to call from our Township phone number on any cell phone we desire via a mobile app that can be turned on or off once installed. (Great for employees who are constantly out in the field.)
- Ability to use phones anywhere that has an ethernet internet connection. Examples would include the ability to work from home or another location in the event of a pandemic or catastrophe. Employees would use the cell phone app or simply take their desk phones with them and it is plug and play from there.
- User management and external call forwarding can easily be managed internally by logging in using a web portal.
- No downtime for phones or computers during internet outages or issues from our Internet Service Provider.
- Only need one ethernet port per employee. An ethernet cord will connect from the wall to the phone and another ethernet cord will connect the phone to the computer.
- Eliminate other persistent and recurring problems such as voicemail issues, caller ID issues, etcetera.

NOTEWORTHY COMPLICATIONS

Criminal Justice Information Security (CJIS)

Complication: The biggest complication involves ensuring information security for the Police Department. The FBI releases a set of standards for managing CJIS data in their CJIS policy because the information is sensitive. They require local police

departments to be compliant in order to access this type of data that is essential for performing law enforcement duties. The most recent version of this policy is version 5.8 (see Appendix C).

Solution: Work with Third Generation of Pennsylvania to ensure that Yealink & the cloud provider's equipment are setup properly according to the VOIP section of the CJIS Policy. This will include proper network segmentation, encryption standards, and more. It may also be necessary for fax solutions as well. The cloud service provider's servers and equipment must also follow the guidelines for Cloud Services portion of the policy. Formally incorporating these standards into our agreement is preferable.

Fax Solutions

Complication: Eliminating all copper lines would require finding a new solution for our fax services. Unfortunately, it seems like the police will need to keep a fax line for compliance with CJIS. The Township must make its own determination but there are complications with the security of e-fax solutions and there tend to be more reliability issues, particularly with lengthy documents than the standard POTS lines we have now.

Solution: The easiest way to deal with this seems to be to retain the POTS lines and costs from Verizon. This would require a technician to run a phone line for the Planning & Zoning Department and to reprogram a phone line for the Police Department. Should this prove not possible, working with Third Generation of Pennsylvania to pursue a secure e-fax solution with high reliability is the next option.

Purchasing & Shipping of Equipment

Complication: The cost of the project is just over \$16,000 and anything over that would require a supplement from the 2022 budget. Due to cost of this project, COSTARS pricing may be necessary for everything. Unfortunately, the shipping from COSTARS vendors is very delayed and equipment could take a while before Departments are ready to be moved to their new socially distanced locations. Additionally, all wiring has to be done first before we can proceed with the onsite installation.

Solution: Consult with solicitor for purchasing requirements. Proceed with purchasing necessary infrastructure equipment as soon as possible to reduce delays as much as possible. Additionally, doing the internet wiring ourselves allows for more flexible purchasing options and saves the Township money. Routine monitoring of money spent should prevent overages from ambiguous costs. Other planned improvements for each department may have to be put on hold.

Unknown Phone Lines

Complication: There are two unknown phone numbers that we have not been able to trace what they are for. The phone numbers are 724-863-2675 and 724-863-2351. Terminating these lines could terminate a necessary line such as to a fire alarm system.

Solution: It would be safer to keep these lines and the costs associated with them from a level of service option, particularly with such a significant transitioning

occurring in our operations. If the Township desires, we can terminate these services at a later date.

Termination of Police Department's Alarm Board Service

Complication: Without our typical POTS system, the Alarm Service (goes to a light board currently located at dispatch) provided at a fee to grandfathered-in businesses and residents may not work properly.

Solution: Send a termination of service notice to residents and businesses still subscribed and who paid for that service for 2022. There are only a handful of residents and businesses still subscribed, so this should be a relatively simple process but pro-rated refunds will need to be issued to each individual or business.

IMPLEMENTATION GUIDE

There is not an easy way to provide a timeframe for the completion of the entire project, but listed below are the necessary steps for completion and is subject to revision:

1. Purchase and acquire networking and infrastructure equipment
2. Finalize agreement with Third Generation of Pennsylvania
3. Finalize agreement with IPS Pittsburgh for Mobile Data redundancy
4. Send termination of service notice for the alarm service to the affected residents and businesses.
5. Request for refunds to be issues to the residents and businesses from step 4
6. Schedule a technician for fax lines to be programmed / installed
7. Rewire ethernet cabling for the entire building aside from the Tax Office
8. Schedule necessary onsite assessments from vendors
9. Acquire equipment from vendors and schedule installation
10. Contact Verizon to add a 4G data plan for the Cradlepoint modems
11. Ensure proper configurations are setup for all equipment and in compliance with CJIS
12. Port phone numbers apart from fax lines and the unknown numbers to the new VOIP system
13. Terminate Verizon services for all numbers except the fax lines and unknown numbers
14. Monitor for problems
15. Terminate service for unknown phone numbers (if desired)

APPENDIX A: COST SHEET

Memorandum

To: Michael Turley, Township Manager



Date: January 19, 2022

From: Robert R. Robinson, P.E., Interim Township Engineer

CC: Rich Albert

RE: Public Works Department Capital Projects Fund Transfer

The adopted 2022 Budget includes a line item 01 438 610 in the Public Works Department entitled Capital Projects in the amount of \$277,000.00. This line item designates an estimated expenditure of \$175,000.00 to replace the Shannon Street Box Culvert in addition to \$102,000.00 for other capital projects that may arise.

It has recently come to our attention that the existing drainage system near the intersection of Mickanin Road and Pickford Street has at least 3 separate areas of failure and is in dire need of major rehabilitation. As a result of this development, I would recommend that the proposed Shannon Street Box Culvert project be deferred for one year and the \$175,000.00 budget amount designated for this project be transferred to the Mickanin Road and Pickford Street Drainage Improvement Project. My preliminary estimate of the total project cost for Mickanin and Pickford is \$175,000.00 including \$150,000.00 for construction and \$25,000.00 for project management, engineering and inspection.

Please let me know if you have any questions.

Attachments

End of Memorandum

O F F I C I A L
TOWNSHIP OF NORTH HUNTINGDON
RESOLUTION NO. 104 OF 2022

A RESOLUTION OF THE TOWNSHIP OF NORTH HUNTINGDON, COUNTY OF WESTMORELAND, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING A BUDGET AMENDMENT FOR 2022.

WHEREAS, the Township of North Huntingdon desires to amend the 2022 budget; and

WHEREAS, the Board of Commissioners have determined that such amendments are required to properly account for approved projects.

NOW WHEREFORE, the Board of Commissioners of the County of Westmoreland, Commonwealth of Pennsylvania, hereby approves the following budget amendments.

Section I. General Fund

EXPENSES

PUBLIC WORKS

01-438-610 Capital Projects

<u>Current Budget Amount</u>	<u>Revised Budget Amount</u>
\$277,000.00	\$277,000.00

WHEREAS, \$175,000.00 of the \$277,000.00 budget was designated for the Shannon Street Box

Culvert in 2022. This amount of \$175,000.00 will be amended to be used for the Mickanin Road

Drainage Project. The remaining funds are unchanged.

RESOLVED AND ENACTED at a regular meeting of the Board of Commissioners of the Township of North Huntingdon, County of Westmoreland and Commonwealth of Pennsylvania, a full quorum being present, this Wednesday, the 16th day of February, 2022.

TOWNSHIP OF NORTH HUNTINGDON

BY: _____
Zachary Haigis, President
Board of Commissioners

ATTEST:

Michael Turley, Township Secretary

SEAL

SOLICITOR: Bruce E. Dice

COPY

Rev. 02/09

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

COOPERATIVE DRUG ENFORCEMENT AGREEMENT
(BNI Regional Office Assignment)

THIS AGREEMENT, made this 20TH day of DECEMBER, 2021, by and among the Commonwealth of Pennsylvania, Office of Attorney General (hereinafter referred to as OAG), Bureau of Narcotics Investigation (hereinafter referred to as BNI); and: THE NORTH HUNTINGDON TOWNSHIP POLICE DEPARTMENT (NHTPD)

_____, individually. (Hereinafter Municipality).

WITNESSETH that:

WHEREAS, the Attorney General has established a cooperative program throughout Pennsylvania to coordinate narcotics investigation, enforcement and prosecution activities, and

WHEREAS, the Municipality intends to participate in and is a necessary part of these activities, and

WHEREAS, the parties wish to establish the administrative framework for carrying out their activities by said Municipality's participation in this program, and

WHEREAS, mobility and the common problem of illegal use and trafficking of narcotics and other illegal drugs have obliterated municipal boundaries in the enforcement of laws through the Commonwealth of Pennsylvania, and

WHEREAS, municipal police departments themselves have been frustrated by jurisdictional limitations, manpower and equipment shortages and inadequate financial

resources in attempting to stem illegal narcotics and drug trafficking, and

WHEREAS, there is an urgent need for uniformity and continuity in the enforcement of such laws in the Commonwealth of Pennsylvania, and

WHEREAS, coordination of police activity in the fight against illegal narcotics and drug trafficking has historically been sporadic, resulting in duplication of effort and reduced coordination, and

WHEREAS, the Attorney General, by his signature on the present Agreement, hereby requests the aid and assistance of the municipal police department to implement this cooperative drug enforcement program in compliance with the Municipal Police Jurisdiction Act, 42 Pa.C.S. § 8953(a)(3), and

WHEREAS, the Chief of Police of said municipality, by his signature on the present Agreement, does hereby give his consent to the provision of such aid and assistance by members of his police department to the Attorney General in compliance with the Municipal Police Jurisdiction Act.

NOW, therefore, the parties, intending to be legally bound, hereby agree as follows:

1. The parties will cooperate in carrying out a cooperative drug enforcement program and agree to perform their individual duties as set forth in this Agreement and in the guidelines, which are attached for reference.

2. Any employee of a party to this Agreement shall remain an employee of his or her employer for the purposes of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other

incidents of employment except as provided herein. "No municipal employee assigned under this Agreement shall be deemed to be an employee of the Commonwealth of Pennsylvania except as provided in Act 100 of 1989."

3. **Term.**

The term of this Agreement shall begin on _____ and terminate on

_____.

4. **Liability.**

Each party shall be an independent contractor and responsible for its own employees and for the acts of its employees under this Agreement pursuant to law. Each party shall provide such public liability and other insurance as appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided. All parties to this Agreement shall have all rights and liability protection as found in Act 100 of 1989. Nothing in this Agreement shall be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

5. **Termination.**

a. Any party may terminate its participation in this cooperative drug enforcement effort prior to the termination date by giving 30 days prior written notice to the other parties to this Agreement.

b. The OAG reserves the right to terminate the operation of the program if the OAG determines that it is in the interests of the Commonwealth to do so.

6. **Duties Upon Termination.**

Upon termination or expiration of this Agreement, a party shall return to the Commonwealth any and all materials, documents, equipment or other items or property owned by the Commonwealth and held by any party for the purposes of this Agreement. All parties shall assist in bringing to an orderly conclusion all aspects of any the program which have been concluded.

7. **Operational Guidelines**

The parties agree that all law enforcement operations conducted under this program shall be pursuant to the rules, regulations, policies, and procedures of the OAG and Bureau of Narcotics Investigation. Local officers assigned to this program will be under the operational supervision of BNI and shall submit investigative reports using the BNI format and will comply with BNI operational and administrative policies regarding the conduct of law enforcement operations.

8. **Overtime.**

a. The OAG agrees to reimburse the Municipality for overtime incurred by local police officer members performing program duties. No reimbursement for overtime will be made unless the OAG has given prior approval to the employee to work the overtime hours.

b. Reimbursement for overtime will be made in accordance with the procedures set forth in the program guidelines referenced above.

c. Reimbursement for overtime shall not exceed \$1000.00 for any one month period.

9. **Asset Forfeiture.**

a. The process of distribution of assets or proceeds of assets forfeited under the Pennsylvania Controlled Substances Forfeitures Act or any other statute providing for forfeiture shall be based upon the principle of equitable sharing of resources and proceeds.

b. The OAG shall have sole authority to authorize federal intervention regarding seizure only after all avenues offered by the Commonwealth have been exhausted.

c. If federal sharing is authorized, each participating party shall submit the appropriate federal form and/or Federal Sharing Request to the appropriate Office of the United States Attorney.

10. **Prosecution.**

The prosecution needs of any cases arising from this program will be determined solely by the OAG. The OAG may consult with the District Attorney(s) and/or U.S. Attorney(s) regarding the decision to pursue local or federal prosecution of cases arising from this program, should it be necessary.

11. **Funds Availability.**

The OAG's obligations under this Agreement are contingent upon the appropriation and availability of funds for purposes of this program. It is the sole responsibility of the OAG to determine the percentage of the total funding available which is to be allocated to each cooperative program.

12. **Public Availability of Information.**

The parties agree to comply with any requests or requirements which the OAG is required to make in order to comply with federal or state requirements relating to the availability to the public of identifiable records or other documents used in this program. This provision shall not be construed to require disclosure of information expressly made

confidential by another statute.

13. **Reports.**

The Municipality shall submit such reports as the OAG shall require to meet state and federal reporting requirements.

14. **Inspection and Audit.**

The Municipality agrees to provide information to the OAG and access to records and facilities necessary for the OAG to carry out any audits it is obligated to perform under state or federal law.

15. **Contract Subject to Law.**

The parties shall be bound by all applicable state, federal and local laws in carrying out the work of this Agreement.

16. **Amendments.**

No changes or modifications to the terms of this Agreement shall be valid or binding unless made in writing agreed to and signed by the parties.

17. **Assignment.**

No part of this Agreement or any duty hereunder is assignable.

18. **Governing Law.**

This Agreement will be construed in accordance with Pennsylvania law.

19. **Nondiscrimination Clause.**

See Attachment 1, which is hereby incorporated into and made part of this contract. This is the standard nondiscrimination provision required for Commonwealth contracts. Reference in the provision to contractor shall mean any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OFFICE OF ATTORNEY GENERAL

CHIEF OF POLICE

Rmt a Rizzo

Reviewed by Solicitor

Chad C. Hill

Municipality

NORTH HUNTINGDON TOWNSHIP

ATTACHMENT I

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employee or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representatives with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contractor Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the

Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Regulations, pursuant to § 4935 of this title (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which said goods are actually produced.

Memorandum

To: Board of Commissioners



Date: February 8, 2022

From: Ryan Fonzi, Director of Planning & Zoning

CC: Michael Turley, Interim Township Manager
Robert Robinson, P.E., Interim Township Engineer

RE: S-01-2022, Thomas Farm Acres Revision 1, Guffey Road, R-2 Zoning

This is a slight revision to the Thomas Farm Acres residential development that was originally approved in April of 2021. That plan consisted of 61 new single family home lots. On the portion of the site owned by Knights Landing, Inc, the easements need to be relocated. This plan shows the new easement locations for all utilities. The other revision occurring on this piece is the subdivision of Lot 157. This lot is being reduced in size by 0.510 acres in order to add another stormwater detention pond.

The other alteration on this subdivision is the slight change of the connection of Sundae Drive to Guffey Road. This change was recommended by PennDOT and affects the parcels owned by Thomas and Ellen Kerber and Thomas and Kristen Kerber.

At their February 7th, 2022 meeting, the Planning Commission recommended this plan for approval with no conditions by a vote of 5-0 with Mr. Kerber abstaining.