

ORDINANCES

#1406	Ordinance amending Municipal Emp'ee Pension Plan (GUST) enacted 2/13/02	01-28
#1407	Ordinance amending Police Pension Plan - enacted 2/13/02	29-31
#1408	Ordinance adding 5 years onto Ross/WestView NHSD Intergovern Agree for Rad money - enacted 4/10/02	32
#1409	Ordinance regulating prohibited parking at times scheduled for Street Sweep and Cleaning Program (EPA & DEP MANDATE) and setting penalties for the violations - ordained 6/12/02	33-35 36 Blank
#1410	Ordinance fixing the tax rate (4.43 Mills) for 2003 - ordained 12/11/02	37
1411	Ordinance appropriating \$3,113,720 for 2003- ordained 12/11/02	38
1412	Ordinance approving \$75,000.00 for roof replacement of borough bldg through AIM - ordained 5/14/03	39-42
1413	Ordinance setting tax rate for Year 2004 @ 4.43 mills - ordained 12/10/03	43
1414	Ordinance appropriating \$3,281,380 for the Year 2004 for Muni. government - ordained 12/10/03	44
1415	Ordinance authorizing the Stormwater Management Ordinance regarding Municipal Storm Sewer System Regulations (MS4's) per PA Dept of Environmental Protection Regulations - ordained Feb 11, 2004	45-64
1416	Ordinance establishing a Stop Sign on Bellevue Ave at Center Ave and setting penalties for enforcement - ordained Feb 11 2004	65
1417	Ordinance establishing Tax, Tax Claim, Tax Lien, Municipal Claim, and Municipal Lien Attorney Fees & Servicing Charges, Expenses & Fees Ordinance - ordained Feb 11, 2004	66-71
1418	Ordinance exercising the option to administer the PA Construction Code Act (UCC) - ordained 6/9/04	72-73
1419	Ordinance appointing Ally Co Health Dept to enforce Act 45 of 1999 relative to plumbing inspections and appeals PA Const. Code Act ordained 6/9/04	74
1420	Ordinance authorizing Intergovernmental NHCOC Appeals Board for UCC/ordained 7/14/04	75-83
1421	Ordinance authorizing Building Inspection Underwriters Contract for PA UCC for code, inspections & plan review - ordained 7/14/04 Exhibit A & Fees	84-102
1422	Ordinance mandating dye testing in certain areas (Hidden Valley and Cross Creek) identifying illegal sanitary sewer connections adopted September 8, 2004	103-107
1423	Ordinance fixing 2005's tax rate at 4.43 Mills - adopted 12/8/05	108
1424	Ordinance appropriating \$3,191,005.00 for Year 2005 for specific Municipal Government purposes - adopted 12/8/05	109
1425	Ordinance establishing Real Estate Collector's compensation for years 2006 (\$23,750) '07 (\$24,250) '08 (\$24,750) & '09 (\$25,250) - adopted 2/9/05	110
1426	Ordinance establishing stop signs on Martsolf Ave @ Orlando & setting fines - enacted 2/9/05	111
1427	Ordinance permitting Real Estate Tax Collector to assess & collect fees for additional services - enacted 2/9/05	112
1428	Ordinance amending the code of the Borough of West View by increasing certain parking fines in chapter 134.	113
1429	Ordinance amending ordinance 1409, regulating prohibited parking at times scheduled for street cleaning and sweeping.	114-116
1430	Ordinance fixing the Tax Rate for the Year 2006 at 5.63 Mills adopted 12/14/05	117
1431	Ordinance appropriating \$3,598,005.00 for the Year 2006 for specific Municipal Government purposes - adopted 12/14/05	118
1432	Ordinance authorizing repeal of Ordinance 1373 and the recission of the Intergovernmental Cooperation Agreement with Northwest Regional Communications (911) and adjoining Municipalities - adopted 1/3/06	119-120
1433	Ordinance establishing and maintaining the Borough Employees Pension Plan for the Police Department and restating the entire plan - adopted July 12, 2006	121-151

ORDINANCES

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1406

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF BOROUGH EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE EMPLOYEES OF SAID BOROUGH AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Town Council of the Borough of West View ("Borough") and it is HEREBY ORDAINED AND ENACTED by authority of the same:

The Borough of West View Municipal Employees' Pension Plan ("Plan"), which was established pursuant to Ordinance for the benefit of the non-uniformed employees of the Borough of West View and which has been amended and restated by ordinances and resolutions of the Borough Council thereafter, shall be, and hereby is, amended and supplemented in the following respects.

Any Ordinances or Resolutions or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance shall be, and hereby are repealed so far as the same affect this Ordinance; however, such repeal shall not affect any act done or any right or liability accrued under such Ordinance or Resolution herein repealed or superseded and all such rights or liabilities shall continue and may be enforced in the same manner as if such repeal or supersession had not been made but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Effective January 1, 2002, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

PREAMBLE

WHEREAS, the Borough of West View, Allegheny County, Pennsylvania, established a retirement program effective January 1, 1971, pursuant to Ordinance for the benefit of the Borough's non-police employees and their beneficiaries; and

WHEREAS, the Plan has been amended thereafter from time to time pursuant to various Ordinances, Resolutions, and Collective Bargaining Agreements including but not limited to:

Ordinance No. 1134	May 11, 1971
Resolution No. 1002	February 14, 1979
Resolution No. 1056	April 14, 1982
Ordinance No. 1306	November 10, 1987
Resolution No. 1142	August 9, 1989
Ordinance No. 1356	December 30, 1994
Ordinance No. 1366	September 11, 1996
Ordinance No. 1379	March 11, 1998
Resolution No. 1155	August 8, 1990
Ordinance No. 1344	April 14, 1993
Ordinance No. 1386	August 11, 1999
Ordinance No. 1395	December 13, 2000

WHEREAS, the Council retained the right to amend the Plan; and

WHEREAS, the Council wants to facilitate the administration of the Plan by completely amending and restating the Plan to set forth the provisions thereof in a single document for purposes of incorporating certain changes as a result of ordinance consolidation and clarity; and

WHEREAS, the Council intends that the Plan shall meet the requirements for government plans pursuant to the Internal Revenue Code of 1986, as amended, and the applicable laws of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the Plan now known as the "Borough of West View Municipal Employees' Pension Plan" is hereby amended and restated in its entirety, effective January 1, 2002, as follows:

ARTICLE I

DEFINITIONS

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

- 1.01 "Accrued Benefit" shall mean, as of any given date, the benefit determined under section 4.02, which amount shall be based upon the Participant's Credited Service and Final Monthly Average Compensation as of the date of computation and which shall represent the monthly benefit which would be payable in the Normal Form as of the Participant's attainment of Normal Retirement Age, provided that the Participant shall satisfy all requirements pursuant to the terms of the Plan for entitlement to receive such benefit. The Accrued Benefit shall not exceed the maximum limitation, determined as of the date of computation, provided under section 4.06. All Accrued Benefits are subject to all applicable limitations, reductions, offsets, and actuarial adjustments provided pursuant to the terms of the Plan prior to the actual payment thereof.
- 1.02 "Accumulated Contributions" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at five percent (5%) per annum. Interest shall be credited in the form of a simple interest rate from the midpoint of the Plan Year coincident with or next following the date of deposit into the Pension Fund until the first day of the month in which a distribution of Accumulated Contributions occurs, or the payment of retirement benefits commences.
- 1.03 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act which was enacted as Act 205 of 1984, as amended, 53 P.S. Sec. 895.101 et seq.
- 1.04 "Actuarial Equivalent" shall mean two forms of payment of equal actuarial present value on a specified date. The actuarial present value shall be determined by use of the UP-1984 Mortality Table and six percent (6%) interest unless otherwise specifically provided herein.
- 1.05 "Actuary" shall mean the person, partnership, association or corporation, which at any given time is serving as Actuary, provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- 1.06 "Authorized Leave of Absence" shall mean any leave of absence granted in writing by the Employer for reasons including, but not limited to, accident, sickness, pregnancy, temporary disability, education, training, jury duty, or such other reasons as may necessitate authorized leave from active Employment. Any period of disability during which a Participant shall be receiving disability payments from a program sponsored by the Employer other than under this Plan and during which a Participant shall continue to pay Employee contributions under section 3.01 hereof shall be an Authorized Leave of Absence under the Plan. Authorized Leave of Absence shall also include a period of time for active service with the armed forces of the United States of America provided that such service shall commence after the Participant has completed at least six (6) months of Credited Service and the Participant shall return to Employment within the time prescribed by law following separation from such military service during which the Participant's re-employment rights are protected.
- 1.07 "Beneficiary" shall mean the person or entity designated in writing by the Participant to receive any benefits which may be due should the Participant die prior to becoming entitled to a retirement benefit. In the event that a Participant does not designate a

Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stirpes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth of Pennsylvania if the Participant had died intestate and a resident of Pennsylvania.

- 1.08 "Chief Administrative Officer" shall mean the person designated by the Borough who has the primary responsibility for the execution of the administrative affairs for the Plan.
- 1.09 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.10 "Committee" shall mean the Pension Plan Committee as determined pursuant to section 9.02.
- 1.11 "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- 1.12 "Compensation" shall mean the total amount of remuneration paid to an Employee by the Employer for active services rendered in Employment and shall exclude extra or additional forms of remuneration including but not necessarily limited to amounts paid as allowance or reimbursement for expenses or payments made to an Employee welfare or benefit plan on behalf of the Employee. Compensation shall be limited on an annual basis to the amount specified for government plans pursuant to Code section 401(a)(17), as adjusted under Code section 415(d).
- 1.13 "Council" shall mean the Borough Council of the Borough of West View, Pennsylvania.
- 1.14 "Credited Service" shall mean a Participant's total years and fractions thereof, accumulated as an Employee in Employment. Fractional years of service shall be expressed where the numerator is the actual number of days of service in a period of time which is less than a full year and the denominator is 365. Credited Service shall include each period of active Employment and each period of time during which an Employee is on an Authorized Leave of Absence. Credited Service shall not include any period of time during which an Employee failed or refused to make required Employee contributions pursuant to section 3.01.
- 1.15 "Disability Date" shall mean the date when a Participant is determined by the Plan Administrator to be incapacitated due to Total and Permanent Disability, or the date when the Participant's Employment terminates due to such Total and Permanent Disability, if later.
- 1.16 "Early Retirement Age" shall mean the date on which the Participant has completed twenty (20) Years of Service with the Employer.
- 1.17 "Employee" shall mean any individual employed by the Employer as a regular, full-time employee who is entitled to receive a regular stated salary or wage, excluding any pension, retainer or fee under contract. Any Police Officer, Fireman, or individual

covered under another retirement plan or program sponsored by the Employer shall be excluded as an Employee under this Plan.

- 1.18 "Employer" shall mean Borough of West View, Allegheny County, Pennsylvania.
- 1.19 Employment" shall mean any period of time in which an Employee renders services for the Employer for which the Employee is entitled to receive Compensation. Employment shall exclude any period of time in which services are performed as an independent contractor paid on a contractual or fee basis.

Employment shall also include any period of qualified military service as determined under the requirements of chapter 43 of title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions calculated must be paid into the Plan before the end of the period that begins on the date of re-employment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service or the date that is five (5) years after the date of re-employment.

- 1.20 "Final Monthly Average Compensation" shall mean the Compensation earned by the Participant for services rendered as an Employee in Employment during the last thirty-six (36) months immediately preceding retirement or other termination of Employment, divided by thirty-six (36); provided, however, that any month during which a Participant has not been receiving Compensation for Employment shall be excluded from such thirty-six (36) months and another month shall be substituted therefore, such that the averaging period shall include the last thirty-six (36) months of receipt of Compensation for Employment.

Salary used to determine Final Monthly Average Compensation shall be limited on an annual basis to the amount specified for government plans in accordance with Code section 401(a)(17), as adjusted under Code section 415(d).

- 1.21 "Insurer" or "Insurance Company" shall mean a legal reserve life insurance company authorized to do business in the Commonwealth of Pennsylvania.
- 1.22 "Minimum Municipal Obligation" shall mean the minimum obligation of the municipality as determined by the Actuary pursuant to the provisions of the Act.
- 1.23 "Normal Form" shall mean the usual and customary form of payment of a Normal Retirement Benefit as further described in section 5.01 hereof.

- 1.24 "Normal Retirement Age" shall mean the date on which the Participant attains age sixty (60) and completes at least ten (10) Years of Service.
- 1.25 "Notice" or "Election" shall mean a written document prepared in the form specified by the Plan Administrator. If such notice or election is to be provided by the Employer or the Plan Administrator, it shall be mailed in a properly addressed envelope, postage prepaid, to the last known address of the person entitled thereto, on or before the last day of the specified notice or election period. If such notice or election is to be provided to the Employer or the Plan Administrator, it must be received by the intended recipient on or before the last day of the specified notice or election period.
- 1.26 "Participant" shall mean an Employee who has met the eligibility requirements to participate in the Plan as provided in section 2.01 and who has not for any reason ceased to be a Participant hereunder.
- 1.27 "Pension Fund" shall mean the employee Pension Fund administered under the terms of this Plan and which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.28 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the Borough of West View Municipal Employees' Pension Plan.
- 1.29 "Plan Administrator" shall mean the committee or the individual appointed for the purpose of supervising and administering the provisions of the Plan. In the event that no such appointment is made, the Plan Administrator shall be the Council.
- 1.30 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.31 "Policy" or "Contract" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of applicable law.
- 1.32 "Restatement Date" shall mean January 1, 2002, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.33 "Total and Permanent Disability" shall mean a condition of physical or mental impairment which renders a Participant unable to perform any and every duty of gainful employment for which the Participant is suited by training, education or experience, which continues for at least six (6) months and which is expected to last until the death of the Participant and as a result of which the Participant is eligible to receive Social Security Disability Benefits. Total and Permanent Disability shall be determined by the Plan Administrator based upon such evidence as the Plan Administrator shall deem appropriate in its sole discretion.
- 1.34 "Year of Service" shall mean each completed twelve (12) month period of Employment.

ARTICLE II

PARTICIPATION IN THE PLAN

- 2.01 Eligibility Requirements - Each Employee who was a Participant in the Plan on the day prior to the Restatement Date shall continue to be a Participant on and after the Restatement Date subject to the terms and conditions of the Plan as set forth herein. Each other person shall become a Participant on the first day coincident with or next following the date such person becomes an Employee, commences Employment, and completes all necessary forms authorizing payroll deduction of Employee contributions.
- 2.02 Participation Requirements - Each Participant hereunder shall be required to make contributions to the Plan, as provided in section 3.01 hereof, and shall execute and complete any enrollment or application forms as required by the Plan Administrator authorizing payroll deduction of such contributions. No Employee shall be eligible to participate hereunder until any and all such forms are completed and delivered to the Plan Administrator.
- 2.03 Designation of Beneficiary - Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice in the manner prescribed by the Plan Administrator which designates a Beneficiary at the time participation commences. The Participant's election of any such Beneficiary may be rescinded or changed, without the consent of the Beneficiary, at any time provided the Participant provides the written notice of the changed designation to the Plan Administrator in the manner prescribed by the Plan Administrator. Any designation of a Beneficiary made in any manner other than one acceptable to the Plan Administrator shall be null and void and have no effect under the terms of this Plan
- 2.04 Re-Entry - Each person that had previously been an active Participant in the Plan and who shall have ceased being an active Participant for any reason shall be eligible to participate pursuant to Section 2.01 as of the date such eligibility requirements are met.
- 2.05 Change in Status - A Participant who remains in the service of the Employer but ceases to be an Employee eligible for participation hereunder, or who ceases or fails to make any contributions which are required as a condition of participation hereunder, no further benefit accruals shall occur until the individual again qualifies as a Participant hereunder eligible to resume such accrual of benefits.
- 2.06 Leave of Absence - During any leave of absence that is not an Authorized Leave of Absence, a Participant shall be deemed an inactive Participant and shall not be given credit for Years of Service for vesting, nor shall any benefits accrue hereunder. If the Employee is not re-employed by the expiration of the leave of absence, participation in the Plan shall cease on the date on which the leave of absence commenced.
- 2.07 Recordkeeping - The Employer shall furnish the Plan Administrator with such information as will aid the Plan Administrator in the administration of the Plan. Such

08
information shall include all pertinent data on Employees for purposes of determining their eligibility to participate in this Plan.

ARTICLE III

CONTRIBUTIONS

- 3.01 Employee Contributions – As a condition of Participation in the Plan, each Employee shall contribute to the Plan an amount equal to two and one-half percent (2.5%) of the Employee's Compensation. Contributions shall be made by payroll deduction and each Employee must execute any and all forms required to effect such payroll deduction. The Employee contributions shall be required until such time as the Employer, consistent with the provisions of applicable law, shall increase, reduce or eliminate the requirement.
- 3.02 Employer Contributions - The Actuary, in accordance with the Act, shall determine the Minimum Municipal Obligation of the Employer. The Employer shall pay into the Pension Fund, by annual appropriations or otherwise, the contributions necessary to satisfy the Minimum Municipal Obligation. Notwithstanding the foregoing, nothing contained herein shall preclude the Employer from contributing an amount in excess of the Minimum Municipal Obligation.
- 3.03 State Aid - General Municipal Pension System State Aid, or any other amount of State Aid received by the Employer in accordance with the Act from the Commonwealth may be deposited into the Pension Fund governed by this Plan in amounts determined by the Council, and shall be used to reduce the amount of the Minimum Municipal Obligation of the Employer.
- 3.04 Gifts - The Council is authorized to take by gift, grant, devise or otherwise any money or property, real or personal, for the benefit of the Plan and cause the same to be held as a part of the Pension Fund. The care, management, investment and disposal of such amounts shall be vested in the Council or its delegate, the Plan Administrator, subject to the direction of the donor and not inconsistent with applicable laws and the terms of the Plan.
- 3.05 Employer Reversion - At no time shall it be possible for the Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and their Beneficiaries, including payment of any reasonable Plan expenses. Notwithstanding the foregoing, any contributions made by the Employer may be returned to the Employer if the contribution was made due to a mistake and the contribution is returned within one (1) year of the date on which the discovery of the mistaken payment of the contribution was made or reasonably should have been made or the Plan is terminated, as provided in Article X.

ARTICLE IV

RETIREMENT BENEFITS

- 4.01 Normal Retirement - Each Participant shall be entitled to a Normal Retirement Benefit after retirement on or after the Participant has attained Normal Retirement Age.
- 4.02 Normal Retirement Benefit - Each Participant who shall become entitled to a benefit pursuant to section 4.01 shall be entitled to receive a monthly retirement benefit in an amount equal to one and six tenths percent (1.6%) of the Participant's Final Monthly Average Compensation multiplied by the Participant's Credited Service paid in the Normal Form of payment pursuant to Section 5.01.
- 4.03 Late Retirement - A Participant may continue in Employment beyond the attainment of Normal Retirement Age subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 4.01 continues in Employment beyond Normal Retirement Age, there shall be no retirement benefits paid until Employment ceases and the Participant's retirement actually begins. The retirement benefit of a Participant who continues Employment after attainment of Normal Retirement Age shall be calculated in accordance with section 4.02 on the basis of the Final Monthly Average Compensation and Credited Service as of such Participant's actual retirement.
- 4.04 Early Retirement - A Participant shall be entitled to an Early Retirement Benefit after retirement on or after attainment of Early Retirement Age.
- 4.05 Early Retirement Benefit - A Participant who terminates Employment after attaining Early Retirement Age but prior to attainment of Normal Retirement Age shall be entitled to choose to receive a monthly retirement benefit in an amount equal to the Participant's Accrued Benefit at the date of termination of Employment paid in the Normal Form of payment commencing on the date on which attainment of Normal Retirement Age would have occurred if the Participant had continued Employment until such date.

The Participant may choose to receive the monthly retirement benefit commencing on any day prior to the date on which attainment of Normal Retirement Age would occur if the Participant continued in Employment until such date in an amount equal to the Participant's Accrued Benefit at the date of termination of Employment paid in the Normal Form reduced to an amount that is the Actuarial Equivalent of the annuity that would have been payable at Normal Retirement Age.

- 4.06 Maximum Benefit Limitations - Notwithstanding any provision of this Plan to the contrary, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the amount specified in Code section 415(b)(1)(A) as adjusted pursuant to Code section 415(d), assuming the form of benefit shall be a straight life annuity (with no ancillary benefits). The limitations described in this section 4.06 shall be governed by the following conditions and definitions:

- 10
- (a) benefits paid or payable in a form other than a straight life annuity (with no ancillary benefits) or where the Employee contributes to the Plan or makes rollover contributions shall be adjusted on an actuarially equivalent basis to determine the limitation contained herein;
 - (b) in the case of a benefit which commences prior to the attainment of age sixty-two (62) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined pursuant to this section commencing at age sixty-two (62); however, the reduction shall not reduce the limitation below seventy-five thousand dollars (\$75,000.00) for a benefit commencing at or after age fifty-five (55), or if the benefit commences prior to attainment of age fifty-five (55) the amount which is actuarially equivalent to a benefit of seventy-five thousand dollars (\$75,000.00) commencing at age fifty-five (55); however, in the case of a qualified Participant (a Participant with respect to whom a period of at least fifteen (15) years of service, including applicable military service, as a full-time employee of a police or fire department is taken into account in determining the amount of benefit), the limitation contained herein shall not reduce the limitation to an amount less than the amount specified pursuant to Code section 415(b)(2)(G) and such amount shall be adjusted pursuant to Code section 415(d);
 - (c) in the case of a benefit which commences after attainment of age sixty-five (65) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined herein commencing at age sixty-five (65);
 - (d) benefits paid to a Participant which total less than ten thousand dollars (\$10,000.00) from all defined benefit plans maintained by the Employer expressed as an annual benefit shall be deemed not to exceed the limitation of this section provided that the Employer has not at any time maintained a defined contribution plan in which the Participant has participated; however, in the case of a Participant who is not receiving a Disability Retirement Benefit pursuant to section 5.02, with fewer than ten (10) years of participation, the limitation expressed in this subsection (d) shall be reduced by one-tenth (1/10) for each year of participation less than ten (10) but in no event shall this limitation be less than one thousand dollars (\$1,000.00);
 - (e) the limitations expressed herein shall be based upon Plan Years for calculation purposes, shall be applied to all defined benefit plans maintained by the Employer as one (1) defined benefit plan and to all defined contribution plans maintained by the Employer as one (1) defined contribution plan, and shall be applied and interpreted consistent with Code section 415 and regulations thereunder as applicable to government plans in general and this Plan in particular; and
 - (f) in the case of a Disability Retirement Benefit under section 6.02, the adjustment under subsection (b) hereof shall not apply and the applicable limitation shall be the limitation contained herein without regard to the age of the benefit recipient.

- 4.07 Retired Participants - Any Participant who shall have retired prior to the Restatement Date shall not have the benefit altered in any way by the provisions of this amended and restated Plan, except where otherwise expressly provided herein. Such retired Participants shall continue to have their benefits governed by the terms of the Plan in effect on the day preceding the Restatement Date. Any Participant who shall have terminated Employment and elected to receive a deferred retirement benefit under section 8.02 shall have such benefit determined based upon the provisions of the Plan in effect as of the date of such termination of Employment and shall not have the benefit altered by the provisions of this amended and restated Plan.
- 4.08 Limitation of Liability - Nothing contained herein shall obligate the Employer, the Plan Administrator, any fiduciary or any agent or representative of any of the foregoing, to provide any retirement or other benefit to any Participant or Beneficiary which cannot be provided from the assets available in the Pension Fund, whether such benefits are in pay status or otherwise payable under the terms of the Plan. The Council retains the right to amend or terminate this Plan consistent with applicable law at any time, with or without cause and whether or not such action directly or indirectly results in the suspension, reduction or termination of any benefit payable under the Plan or in pay status, and without liability to any person for any such action.
- 4.09 Personal Right of Participant - The right to receive any benefits under this Plan is a personal right of the Participant and shall expire upon the death of the Participant. No heir, legatee, devisee, Beneficiary, assignee or other person claiming by or through a Participant shall have any interest in any benefits hereunder unless clearly and expressly so provided by the terms of this Plan or the provisions of applicable law. A Participant's Election, failure to make an Election or revocation of an Election hereunder shall be final and binding on all persons.

ARTICLE V

PAYMENT OF BENEFITS

- 5.01 Normal Form of Benefit Payment - The Normal Form for payment of retirement benefits shall be a monthly annuity for the life of the Participant, provided, however, that if the death of the retired Participant occurs after the payments commence but before the total amount of monthly retirement benefit payments and any single sum or other prior distributions, if applicable, exceed the Accumulated Contributions as of the date of Employment termination, the remainder of such amount shall be paid in a single sum to the Beneficiary designated by the Participant.
- 5.02 Optional Forms of Benefit Payment - The automatic form of payment of retirement benefits shall be the Normal Form specified in section 5.01 unless a Participant elects to receive benefits in some other form as provided herein. A Participant who retires under section 4.01, 4.03, 4.04, or 6.01 may elect, by giving written Notice to the Employer at least thirty (30) days prior to the date retirement benefits payments shall commence, to

receive payment in one of the optional forms of payment, which shall be the Actuarial Equivalent of the Normal Form. The available optional forms of benefit payment shall be as follows:

- (a) Life Annuity with Period Certain Option – In lieu of receiving a retirement benefit under the Normal Form, a Participant may elect to convert the benefit to this option which provides for a retirement benefit payable monthly to the Participant until the death of the Participant occurs or for a period certain whichever is longer. If the Participant shall die before receiving payment of benefits at least equal to the period certain then the remainder of the period certain payments shall be paid as they become due to a designated Beneficiary. The total number of payments made to the Participant and Beneficiary shall equal to the number of period certain payments selected. If the Participant shall die after receiving payment of benefits equal to or greater than the period certain there shall be no additional payments due hereunder after the Participant's death. The period, certain which may be elected, shall be either sixty (60) months or one hundred twenty (120) months.
- (b) Contingent Annuitant Option –
 - (1) In lieu of receiving the retirement benefit under the Normal Form, a Participant may elect to convert the benefit to a contingent annuitant option which provides for a retirement benefit payable to the retired Participant until death and for the continuation of benefit payments in an amount equal to fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%), of the Participant's reduced pension benefit to the previously designated contingent annuitant, if living, after the retired Participant's death.
 - (2) If the contingent annuitant is the spouse of the retired Participant, the benefit payable under this option is payable without restriction. If however, the contingent annuitant is any person other than the spouse of the retired Participant, the benefit payable under this option shall be limited to the extent that the present value of the payments to be made to the Participant until death shall be more than fifty percent (50%) of the present value of the total payments to be made to the Participant and the contingent annuitant.
 - (3) If the death of the contingent annuitant occurs before the Participant's actual retirement date, any election of this option shall be deemed null and void and the retirement benefit shall be payable in the Normal Form, the same as if the contingent annuitant predeceases the retired Participant after actual retirement, retirement benefit payments shall terminate with the monthly payment due immediately preceding the retired Participant's death.

5.03 Application for Benefits - A Participant must complete an application for benefits in the manner prescribed by the Plan Administrator and deliver such application to the Plan Administrator at least thirty (30) days prior to the date on which benefit payments shall commence.

5.04 Commencement of Benefits - Retirement Benefits shall be payable as of the first day following the Participant's Retirement Date. In the case of a Participant who retires on a day of the month other than the first day of the month, he or she shall be entitled to receive a partial monthly benefit for the first calendar month of retirement. Such partial payment shall be determined by multiplying the retirement benefit calculated under Section 4.02, 4.03, 4.05, or 6.02 by a fraction, the numerator of which is the remaining days of the month of retirement after the Participant's last day of work and the denominator of which is the total number of days in the calendar month of retirement.

5.05 Required Distributions

- (a) Notwithstanding any other provision of this Plan, the entire benefit of any Participant who becomes entitled to benefits prior to death shall be distributed either:
- (1) not later than the Required Beginning Date, or
 - (2) over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).

If a Participant who is entitled to benefits under this Plan dies prior to the date when the entire interest has been distributed after distribution of the benefits has begun in accordance with paragraph (2) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (2) as of the date of the death.

- (b) If a Participant who is entitled to benefits under this Plan dies before distribution of the benefit has begun, the entire interest of such Employee shall be distributed within five (5) years of the death of such Employee, unless the following sentence is applicable. If any portion of the Employee's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1) year after the date of the Employee's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five-year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Employee would have attained age seventy and one-half (70½) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this subparagraph shall be applied as if the surviving spouse were the Employee.

14

(c) For purposes of this section, the following definitions and procedures shall apply:

- (1) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy and one-half (70½), or the calendar year in which the Employee retires.
- (2) The phrase "designated Beneficiary" shall mean any individual designated by the Employee under this Plan according to its rules.
- (3) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).
- (4) For purposes of this section, the life expectancy of an Employee and/or the Employee's spouse (other than in the case of a life annuity) may be redetermined but not more frequently than annually.

5.06 Assignment - The pension benefit payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer unless the subject of a domestic relations order mandated by a court of competent jurisdiction.

5.07 Nonduplication of Benefit - To avoid any duplication of benefits, a Participant who is receiving a retirement benefit under the Plan and who shall resume Employment shall have benefit payments suspended until the first day of the month coincident with or next following the date such Employment shall cease. Upon resumption of benefit payments, such Participant shall receive the greater of the amount of the suspended benefit or the amount of benefit based upon Final Monthly Average Compensation and Years of Service as of the date that such period of resumed Employment shall cease.

ARTICLE VI

DISABILITY RETIREMENT

6.01 Disability Retirement - A Participant who has completed at least ten (10) Years of Service and incurred a Total and Permanent Disability which causes such Participant to cease active Employment with the Employer before attaining Normal or Early Retirement Age shall be entitled to a Disability Retirement Benefit under this Plan.

6.02 Disability Retirement Benefit - A Participant who shall be entitled to a Disability Retirement Benefit under section 6.01 shall receive a monthly benefit in an amount equal to the Participant's Accrued Benefit as of the Disability Date.

6.03 Payment of Disability Benefits - Disability payments shall be made monthly as of the first day of each month, commencing as of the first day following the Participant's Disability Date or the date when payment of benefits pursuant to any other plan providing disability payments shall cease, if later, and continuing until the earliest of the death of the Participant, cessation of Total and Permanent Disability or Normal Retirement Age. Upon attainment of Normal Retirement Age, the benefit payable shall be considered a Normal Retirement Benefit and shall continue in the same amount and Form of Payment as the Participant was receiving prior to Normal Retirement Age.

A Participant who shall fail to return within three (3) months to Employment as an Employee of the Employer upon cessation of Total and Permanent Disability prior to attainment of Normal Retirement Age shall be deemed to have terminated Employment as of the Disability Date and shall not be entitled to any other benefits under the Plan on account of any Years of Service as of the Disability Date.

6.04 Verification of Disability - The Plan Administrator shall in its sole discretion determine whether a Participant shall have incurred a Total and Permanent Disability. The Plan Administrator shall rely on the report of a physician acceptable to the Plan Administrator. If the Plan Administrator shall determine that a Participant who is Totally and Permanently Disabled has recovered sufficiently to resume active Employment or if a Participant refuses to undergo a medical examination as directed by the Plan Administrator (such a medical examination may not be required more frequently than once in any given twelve (12) month period), the payment of Disability Retirement Benefits shall cease.

6.05 Cessation of Disability - A Participant who is receiving payment of Disability Retirement Benefits under this Plan must notify the Plan Administrator of any change which may cause a cessation of entitlement to receipt of such benefits hereunder. If a Participant fails to provide immediate notice to the Plan Administrator of any such change in status and continues to receive payment of benefits hereunder to which the Participant is not entitled, then the Plan may take whatever action is necessary to recover any amount of improperly paid amounts, including legal action or offsetting such amounts against any future payments of retirement or other benefits under the Plan, including the costs of such actions.

ARTICLE VII

DEATH BENEFITS

7.01 Death of Participant - Except as hereinafter set forth, no benefit shall be payable hereunder upon or by reason of the death of any Participant.

- 7.02 Death Prior to Retirement - A benefit shall be payable to the Beneficiary of a Participant who shall die prior to retirement in a single payment in an amount equal to the Accumulated Contributions as of the date of death of the Participant.
- 7.03 Death After Retirement - A benefit shall be payable to the Beneficiary of a Participant who shall die after the payment of monthly retirement benefits has commenced only to the extent and in the manner consistent with the provisions of the form of payment of benefits selected by the Participant pursuant to the provisions of Article V.

ARTICLE VIII

TERMINATION OF EMPLOYMENT

- 8.01 Rights of Terminated Employees - A Participant who shall cease to be an Employee except as otherwise hereinbefore provided shall have all interest and rights under this Plan limited to those contained in the following sections of this Article.
- 8.02 Distribution of Accumulated Contributions - A Participant whose Employment with the Employer shall terminate for any reason prior to completion of ten (10) Years of Service shall only be entitled to receive a distribution of Accumulated Contributions. Upon receipt of such Accumulated Contributions, said Participant and Beneficiary shall not be entitled to any further payments from the Plan.
- 8.03 Deferred Vested Benefits - A Participant who ceases to be an Employee in Employment for any reason other than retirement, death or Total and Permanent Disability and who has completed ten (10) Years of Service shall be entitled to elect to receive by filing a written Notice of the intention to vest with the Plan Administrator, a deferred retirement benefit in lieu of a distribution of Accumulated Contributions under 8.02. Such a deferred retirement benefit shall be equal to the Participant's Accrued Benefit at the date Employment ceases and shall commence after application has been made to the Plan Administrator, on the first day of the month coincident with or next following the date of attainment of Normal Retirement Age or may commence as of the date of eligibility for a benefit under Section 4.04, including applicable reductions for early commencement.
- 8.04 Forfeiture - A Participant who terminates Employment with the Employer at a time when not vested in any portion of the Accrued Benefit derived from Employer Contributions shall cease to be a Participant hereunder and shall not be entitled to any benefits under the Plan derived from Employer Contributions. A terminated Participant who shall have made Employee Contributions to the Plan shall have the Accumulated Contributions distributed to the Beneficiary of the Participant, if the Participant dies prior to receipt of the Accumulated Contributions.

ARTICLE IX

ADMINISTRATION

- 9.01 Plan Administrator - The Plan Administrator may be the Committee or the individual appointed by the Council who shall have the power and authority to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan provided that the Council chooses to delegate said power and authority. The Plan Administrator may delegate authority to act on its behalf to any persons it deems appropriate. If a Plan Administrator is not appointed, the Employer shall be the Plan Administrator.
- 9.02 Pension Plan Committee - If the Council shall appoint a Pension Plan Committee, it shall consist of from one (1) to five (5) members. Each member of the Committee shall serve in that capacity until death, resignation, removal or otherwise. Each member may be removed at any time, with or without cause by the applicable group responsible for the appointment of such member. Each member may resign by delivering written notice to the Council and other members of the Committee. Vacancies on the Committee shall be filled in the same manner as the position was originally filled by the Council; provided, however, that the remaining members of the Committee shall have full power to act pending the filling of such vacancies.
- 9.03 Authority and Duties of the Plan Administrator - The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of the Plan Administrator taken in good faith shall, upon the Council's review and approval thereof, be final and conclusive upon all parties hereto, whether Employees, Participants or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:
- (a) to construe this Plan;
 - (b) to determine all questions affecting the eligibility of any Employee to participate herein;
 - (c) to compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;
 - (d) to authorize any and all disbursements;
 - (e) to prescribe any procedure to be followed by any Participant or other person in filing any application or Election;
 - (f) to prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explaining the Plan;

- (g) to require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan; and
- (h) to appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial services as may be required by any applicable law or laws.

The Plan Administrator shall have no power to add to, subtract from or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Council.

9.04 Powers and Duties of Committee - The Committee may organize itself in any manner deemed appropriate to effectuate its purposes hereunder provided that it shall operate and act by a majority of its members at the time in office either by vote at a meeting or in writing without a meeting. The Committee shall receive and disperse all sums of money placed in the Fund and applicable to the purpose described herein.

- a) All checks disbursing money from the Fund shall be signed by all three (3) of the Committee members.
- b) The Committee shall use the same depository that the Borough of West View constituted or constitutes at its normal reorganization meetings.
- c) The Committee shall be the applicant for contracts of insurance and/or annuities as may be required from time to time for the participant's and are empowered to execute all forms and documents as may be required from time to time in the normal operation of the Plan.
- d) The Committee may authorize any one of its members to sign as applicant for insurance contracts and/or annuities.
- e) The Committee shall pay premiums on contracts of insurance and/or annuities issued for the Participants as they become due.
- f) The Committee shall keep a record of all income and disbursements and advise the Council of the financial requirements of the Plan once each year at least two (2) months prior to the establishment of the annual budget requirements of the Borough.
- g) The Committee shall maintain and keep such records as are necessary for the efficient operation of the Plan or as may be required by any applicable law, regulation or ruling, and shall provide for the preparation and filing of such forms, reports or documents as may be required to be filed with any

governmental agency or department and with the Participants or other persons entitled to benefits under the Plan.

- h) The Committee is subject to all normal fiduciary duties imposed upon any trustee by law and the Committee in whole or as individuals shall act in pursuance of this Ordinance as agents of the Borough. All actions of the Committee must be by majority vote.

- 9.05 Plan Administrator Costs - The Plan Administrator shall serve without compensation for services unless otherwise agreed by the Council in writing. All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists, and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Council to the extent permitted under applicable law and not otherwise paid by the Employer.
- 9.06 Hold Harmless - No member of the Council, the Plan Administrator, the Enrolled Actuary, nor any other person involved in the administration of the Plan shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing their respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless the Plan Administrator and each successor and each of any such individual's heirs, executors and administrators, and the delegates and appointees (other than any person, bank, firm or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit or proceeding to which he is or may be made a party by reason of being or having been a member, delegate or appointee of the Plan Administrator, except in matters involving criminal liability, intentional or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.
- 9.07 Approval of Benefits - The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.
- 9.08 Appeal Procedure - Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced which did not so commence or who has some other claim arising under the Plan ("Claimant"), shall first seek a resolution of such claim under the procedure hereinafter set forth.
 - (a) Any Claimant shall file a Notice of the claim with the Plan Administrator, which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.

- 20
- (b) If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail Notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator's delivering Notice of such extension to the Claimant within the first ninety (90) day period. Any Notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a Notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any, necessary to perfect such claim and a statement of why such material or information is necessary, and (iii) an explanation of the review procedure.
 - (c) Upon receipt of Notice denying the claim, the Claimant shall have the right to request a full and fair review by the Council of the initial determination. Such request for review must be made by Notice to the Council within sixty (60) days of receipt of such Notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Council shall, within sixty (60) days after receipt of the Notice requesting such review, (or in special circumstances, such as where the Council in its sole discretion holds a hearing, within one hundred and twenty (120) days of receipt of such Notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.
 - (d) Any Notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.
 - (e) A Claimant who does not submit a Notice of a claim or a Notice requesting a review of a denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.
 - (f) Nothing contained herein is intended to abridge any right of a Claimant to appeal any final decision hereunder to a court of competent jurisdiction under 2 Pa. C.S.A. section 752. No decision hereunder is a final decision from which such an appeal may be taken until the entire appeal procedure of this section 9.08 of the Plan has been exhausted.

ARTICLE X

THE PENSION FUND

- 10.01 Operation of the Pension Fund - The Council is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth and of this Plan and any amendment thereto.

The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are monies available therein. The Pension Fund will consist of all funds held by the Employer under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. The Employer may, however, appoint a trustee, custodian or investment manager, at its sole discretion.

- 10.02 Powers and Duties of Employer - With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

- (a) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.
- (b) To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.
- (c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.
- (d) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.

- 23
- (e) To exercise all conversion and subscription rights pertaining to property held in the fund.
 - (f) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.
 - (g) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.
 - (h) In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.
 - (i) To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
 - (j) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.
 - (k) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that if a trustee is appointed by the Employer, such trustee shall make such distribution only at the direction of the Employer.
 - (l) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
 - (m) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
 - (n) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund

22

is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect of the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.

- (o) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel, actuaries, physicians, appraisers, consultants, professional plan administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund; to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.
 - (p) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.
- 10.03 Common Investments - The Employer shall not be required to make separate investments for individual Participants or to maintain separate investments for each Participant's account, but may invest contributions and any profits or gains therefrom in common investments.
- 10.04 Compensation and Expenses of Appointed Trustee - If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out its functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after thirty (30) days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to be reimbursed for the payment thereof, from the Pension Fund.

- 21
- 10.05 Periodic Accounting - If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.
- 10.06 Value of the Pension Fund - All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final and conclusive and binding on all parties hereto, the Participants and Beneficiaries and their estates. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

ARTICLE XI

AMENDMENT AND TERMINATION

- 11.01 Amendment of the Plan - The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Council provided, however:
- (a) that no amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which each is entitled under this Plan with respect to contributions previously made;
 - (b) that no amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of Employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in section 11.05, ever revert to or be used or enjoyed by the Employer; and
 - (c) that no amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in section 12.03 has been prepared and presented to the Council in accordance with the Act.
- 11.02 Termination of the Plan - The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer.
- 11.03 Automatic Termination of Contributions - Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the

Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

- 11.04 Distribution Upon Termination - In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to the vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

- 11.05 Residual Assets - If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.
- 11.06 Exclusive Benefit Rule - In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XII

FUNDING STANDARD REQUIREMENTS

- 12.01 Actuarial Valuations - The Plan's Actuary shall perform an actuarial valuation at least biennially unless the Employer is applying or has applied for supplemental state

assistance pursuant to section 603 of the Act, whereupon actuarial valuation reports shall be made annually.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985.

Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (a) investment costs associated with obtaining authorized investments and investment management fees;
- (b) accounting expenses;
- (c) premiums for insurance coverage on Fund assets;
- (d) reasonable and necessary counsel fees incurred for advice or to defend the Fund; and
- (e) legitimate travel and education expenses for Plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

12.02 Duties of Chief Administrative Officer - Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Council annually and shall certify the accuracy of such calculations and their conformance with the Act.

12.03 Benefit Plan Modifications - Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the Plan shall provide to the Council a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary, which estimate shall disclose to the Council the impact of the

proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- 13.01 Employment Rights - No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted hereunder. Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer, nor shall interfere with the right of the Employer to discharge any Employee and to deal with such Employee without regard to the effect such treatment might have upon participation in this Plan.
- 13.02 Meaning of Certain Words - For purposes of this Plan, the masculine gender shall include the feminine gender and the singular shall include the plural, and vice versa, in all cases wherever the person or context shall plainly so require. Headings of Articles and Sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan.
- 13.03 Information to Be Furnished By the Employer - The Employer shall furnish to the Plan Administrator (and where applicable, the trustee) information in the Employer's possession as the Plan Administrator and the trustee shall require from time to time to perform their duties under the Plan.
- 13.04 Severability of Provisions - Should any provisions of this Plan be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein.
- 13.05 Incapacity of Participant - If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining the Participant and that no guardian or committee has been appointed for the Participant, may provide for such payment of pension benefits hereunder to such person or institution so maintaining the Participant, and any such payments so made shall be deemed for every purpose to have been made to such Participant.
- 13.06 Pension Fund for Sole Benefit of Participants - The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

13.07 Benefits for a Deceased Participant - If any benefit shall be payable under the Plan to or on behalf of a Participant who has died, if the Plan provides that the payment of such benefits shall be made to the Participant's estate, and if no administration of such Participant's estate is pending in the court of proper jurisdiction, then the Plan Administrator, at its sole option, may pay such benefits to the surviving spouse of such deceased Participant, or, if there is no surviving spouse, to such Participant's then living issue, per stirpes; provided, however, that nothing contained herein shall prevent the Plan Administrator from insisting upon the commencement of estate administration proceedings and the delivery of any such benefits to a duly appointed executor or administrator.

13.08 Assets of the Fund - Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

13.09 Personal Liability - Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer or agent of the Employer or Plan Administrator shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan.


13.10 Construction of Document - This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth, excepting such Commonwealth's choice of law rules.

ORDAINED AND ENACTED this 13TH day of February, 2002.

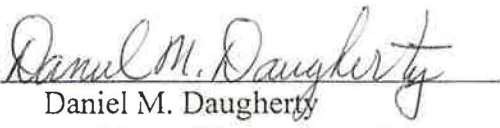
ATTEST:

BOROUGH OF WEST VIEW

BY:


Kenneth J. Wolf
Secretary/Manager

BY:


Daniel M. Daugherty
President of Town Council

EXAMINED AND APPROVED this 13th day of February, 2002.

BY:


Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1407

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW AMENDING THE POLICE PENSION PLAN OF THE BOROUGH OF WEST VIEW (ORDINANCE NUMBER 1340).

WHEREAS, the Borough of West View (the "Borough") has previously enacted an Ordinance establishing the Borough of West View Police Pension Plan (the "Plan"); and

WHEREAS, the Plan was totally amended and restated effective January 1, 1992; and

WHEREAS, the Employer reserves the right to amend the Plan pursuant to Section 10.01; and

WHEREAS, the Employer now desires the Plan to be further amended;

BE IT RESOLVED by the Town Council of the Borough of West View and it is hereby RESOLVED AND ENACTED by the authority of the same:

Effective November 1, 2001, Sections 1.17, 4.06 and 4.08 are amended by deleting said Sections in their entirety and substituting new Sections 1.17, 4.06 and 4.08 as follows:

1.17 "Employment" shall mean for the purpose of determining Aggregate Service:

- (a) The period of time for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties as an Employee;
- (b) Any period of time for which an Employee is paid, either directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, a fixed, periodic amount in the nature of salary continuation payments for reasons other than the performance of duties (such as vacation, holidays, sickness or entitlement to benefits under worker's compensation or similar laws);
- (c) Any period during which an Employee is entitled to disability benefits under this Plan, provided that the Employee returns to Employment within three (3) months of the date on which it is determined that the Employee is no longer Totally and Permanently Disabled if such determination occurs prior to the date a Participant attains Normal Retirement Age;
- (d) Any period of voluntary or involuntary military service with the armed forces of the United States of America, provided that the Participant has been employed as a regular, full-time employee of the Employer for a period of at least six (6) months immediately prior to the period of military service, and the Participant returns to Employment within six (6) months following discharge from military service or within such longer period during which employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the Employer; and

- (e) Any period of qualified military service as determined under the requirements of Chapter 43 of Title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions calculated must be paid into the Plan before the end of the period that has a duration of three (3) times the period of qualified military service or the date that is five (5) years after the date of re-employment.

4.06 Maximum Benefit Limitations - Notwithstanding any provision of this plan to the contrary, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the amount specified in Code Section 415(b)(1)(A) as adjusted pursuant to Code Section 415(d), assuming the form of benefit shall be a straight life annuity (with no ancillary benefits). The limitations described in this Section 4.06 shall be governed by the following conditions and definitions:

- (a) benefits paid or payable in a form other than a straight life annuity (with no ancillary benefits) or where the Employee contributes to the Plan or makes rollover contributions shall be adjusted on an actuarially equivalent basis to determine the limitation contained herein;
- (b) in the case of which commences prior to the attainment of age sixty-two (62) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined pursuant to this Section commencing at age sixty-two (62); however, the reduction shall not reduce the limitation below seventy-five thousand dollars (\$75,000.00) for a benefit commencing at or after age fifty-five (55), or if the benefit commences prior to attainment of age fifty-five (55) the amount which is actuarially equivalent to a benefit of seventy-five thousand dollars (\$75,000.00) commencing at age fifty-five (55); however, in the case of a qualified Participant (a Participant with respect to whom a period of a least fifteen (15) years of service, including applicable military service, as a full-time employee of a police or fire department is taken into account in determining the amount of benefit), the limitation contained herein shall not reduce the limitation to an amount less than the amount specified pursuant to Code Section 415(b)(2)(G) and such amount shall be adjusted pursuant to Code Section 415(d);
- (c) in the case of a benefit which commences after attainment of age sixty-five (65) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined herein commencing at age sixty-five (65);
- (d) benefits paid to a Participant which total less than ten thousand dollars (\$10,000.00) from all defined benefit plans maintained by the Employer expressed as an annual benefit shall be deemed not to exceed the limitation of this Section provided that the Employer has not at any time maintained a defined contribution plan in which the Participant has

participated; however, in the case of a Participant who is not receiving a Disability Retirement Benefit pursuant to Section 5.02, with fewer than ten (10) years of participation, the limitation expressed in the subsection (d) shall be reduced by one-tenth (1/10) for each year of participation less than ten (10) but in no event shall this limitation be less than one thousand dollars (\$1,000.00);

- (e) the limitations expressed herein shall be based upon Plan Years for calculation purposes, shall be applied to all defined benefit plans maintained by the Employer as one (1) defined benefit plan and to all defined contribution plans maintained by the Employer as one (1) defined contribution plan, and shall be applied and interpreted consistent with Code Section 415 and regulations thereunder as applicable to government plans in general and this Plan in particular; and
- (f) in the case of a Disability Retirement Benefit under Section 5.02 or a Survivor Benefit under Section 6.02, the adjustment under subsection (b) hereof shall not apply and the applicable limitation shall be the limitation contained herein without regard to the age of the benefit recipient.

4.08 Assignment - The pension benefits payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer unless the subject of a domestic relations order mandated by a court of competent jurisdiction.


ORDAINED and ENACTED this 13th day of February, 2002.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf, Secretary/Manager

BY: 
President Daniel M. Daugherty

EXAMINED and APPROVED this 13th day of February, 2002.

BY: 
Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1408

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW EXTENDING THE TERM OF ORDINANCE NUMBER 1370 FOR AN ADDITIONAL FIVE YEARS, WHICH IS THE ROSS/WEST VIEW - NORTH HILLS SCHOOL DISTRICT INTERGOVERNMENTAL COOPERATION AGENCY.

WHEREAS, the Borough of West View desires to renew the term of the Agency.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the authority of the same:

Section 2 of Ordinance Number 1370 reads: the term of the Agency shall be for five (5) years and the same shall be renewable for additional five (5) year terms thereafter.

The Borough of West View elects to renew the Agency as per Section 2 of Ordinance Number 1370 permits, for an additional term of five (5) years.

ORDAINED and ENACTED this 10th Day of April, 2002.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf, Secretary/Manager

BY: 
Daniel M. Daugherty, President

EXAMINED and APPROVED this 10th Day of April, 2002.

BY: 
Richard E. Powell, Mayor

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1409

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, REGULATING PROHIBITED PARKING AT TIMES SCHEDULED FOR STREET CLEANING AND SWEEPING, MANDATED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AND FEDERAL ENVIRONMENTAL PROTECTION AGENCY (EPA), AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the Borough of West View has been mandated to implement a Street Cleaning and Sweeping Program through State and Federal Regulatory Agencies.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the authority of the same:

Section 1 - Parking Prohibited at Times Scheduled for Street Cleaning and Sweeping.

During the period of April 15 through November 15 of each and every year, parking shall be prohibited on the Streets in the Borough on such days and at such times as may be established by Ordinance of Council, setting forth the regular Schedule for such Street Cleaning and Sweeping on the various Streets. Signs shall be posted, designating the days and hours of such cleaning and sweeping during which parking is prohibited.

Second and Fourth Tuesdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ ADRIAN AVENUE - From Columbia to Dead End at Ross Township Line
- ▶ CARLISLE AVENUE - From Princeton Avenue to Harvard Avenue
- ▶ CENTER AVENUE - From Bronx Avenue to 300 William Street
- ▶ COLUMBIA AVENUE - From Center Avenue (South) to Ross Township Line
- ▶ CORNELL AVENUE - From Center Avenue to Center Avenue at Ross Township Line
- ▶ HARVARD AVENUE - From Center Avenue to Carlisle Avenue
- ▶ HOMEKORT AVENUE - Entire Length
- ▶ OBERLIN AVENUE - Entire Length
- ▶ PRINCETON AVENUE - From Center Avenue to Bronx Avenue
- ▶ YALE AVENUE - From Center Avenue to Columbia Avenue
- ▶ YALE AVENUE - From Carlisle Avenue to Dead End

Second and Fourth Tuesdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ AMHERST AVENUE - From Cornell Avenue to Ross Township Line
- ▶ ANN ARBOR AVENUE - From Amherst Avenue to Highland Avenue
- ▶ COLUMBIA AVENUE - From Center Avenue to Highland Avenue
- ▶ CORNELL AVENUE - From Center Avenue to Highland Avenue
- ▶ DARTMOUTH AVENUE - From Stanford Avenue to Lehigh Avenue
- ▶ FORDHAM AVENUE - From Cornell Avenue to Lehigh Avenue
- ▶ GEORGETOWN AVENUE - From Cornell Avenue to Lehigh Avenue
- ▶ GEORGETOWN AVENUE - From Cornell Avenue (East) to Dead End
- ▶ HARVARD AVENUE - From Center Avenue to Kenyon Avenue (Ross Township Line)
- ▶ LEHIGH AVENUE - From Dartmouth Avenue to Highland Avenue
- ▶ PRINCETON AVENUE - From Center Avenue to Ross Township Line
- ▶ STANFORD AVENUE - From Amherst Avenue to Kenyon Avenue (Ross Township Line)
- ▶ VASSAR AVENUE - From Stanford Avenue to Kenyon Avenue (Ross Township Line)
- ▶ YALE AVENUE - From Stanford Avenue to Dead End (Ross Township Line)

Second and Fourth Wednesdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ **BRONX AVENUE** - Entire Length
- ▶ **CENTER AVENUE** - From Bronx Avenue to Perry Highway
- ▶ **CHALFONTE AVENUE** - From Center Avenue to Perry Highway
- ▶ **HEMPSTEAD AVENUE** - From Lakewood Avenue to Highland Avenue
- ▶ **JAMAICA AVENUE** - From Hempstead Avenue to Highland Avenue
- ▶ **LAKEWOOD AVENUE** - Entire Length
- ▶ **MINEOLA AVENUE** - Entire Length
- ▶ **MONTCLAIR AVENUE** - From Lakewood Avenue to Highland Avenue
- ▶ **WAVERLY AVENUE** - From Center Avenue to Jamaica Avenue

Second and Fourth Wednesdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ **CROSS CREEK COURT** - Entire Length
- ▶ **HIDDEN VALLEY DRIVE AND CIRCLE** - Entire Length
- ▶ **JAMAICA AVENUE** - From Highland Avenue to Wellington Drive
- ▶ **MARQUETTE ROAD** - Entire Length
- ▶ **MONTCLAIR AVENUE** - From Highland Avenue to Dead End (Ross Township Line)
- ▶ **SOUTH FORK DRIVE** - From Jamaica Avenue to Wellington Drive
- ▶ **WELLINGTON DRIVE** - Entire Length

Second and Fourth Thursdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ **ASHFORD AVENUE** - Entire Length
- ▶ **BELLEVUE AVENUE** - Entire Length
- ▶ **CENTER AVENUE** - From Perry Highway to Township Road
- ▶ **CHALFONTE AVENUE** - From Perry Highway to Ashford Avenue
- ▶ **CRESSON AVENUE** - Entire Length
- ▶ **GLENMORE AVENUE** - From Bellevue Avenue to Rochester Road
- ▶ **HIGHLAND AVENUE** - From Perry Highway to Ashford Avenue
- ▶ **SCHWITTER AVENUE** - From Perry Highway to Bellevue Avenue (Borough Side Only)
- ▶ **TOWNSHIP ROAD** - Entire Length
- ▶ **WENTWORTH AVENUE** - Entire Length
- ▶ **WESTFIELD AVENUE** - Entire Length

Second and Fourth Thursdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ **BRIGHTWOOD AVENUE** - Entire Length
- ▶ **CENTER AVENUE** - From Township Road to Brightwood Avenue
- ▶ **CLAIRMONT AVENUE** - Entire Length
- ▶ **CURTIS WAY** - From Norwich Avenue to Clairmont Avenue
- ▶ **HAWTHORNE AVENUE** - Entire Length
- ▶ **LANSING AVENUE** - Entire Length
- ▶ **NORWICH AVENUE** - From Center Avenue to Clairmont Avenue (Dead End)
- ▶ **STATE WAY** - From Hawthorne Avenue to Brightwood Avenue

Second and Fourth Fridays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ **CENTER AVENUE** - From Brightwood Avenue to Old Perrysville Road
- ▶ **FAIRVIEW AVENUE** - Entire Length
- ▶ **FRANKFORT AVENUE** - From Richland Avenue to Center Avenue
- ▶ **MAGNOLIA AVENUE** - Entire Length
- ▶ **MARTSOLF AVENUE** - From Ridgewood Avenue to Center Avenue (Bridge)
- ▶ **MOUNT VERNON AVENUE** - Entire Length
- ▶ **NORTH PARK ROAD (LINWOOD ROAD)** - Entire Length
- ▶ **ORLANDO AVENUE** - Entire Length
- ▶ **OAKWOOD AVENUE** - From Bell Drive (South) to Steps
- ▶ **OAKWOOD AVENUE** - From Center Avenue (North) to Steps
- ▶ **PARK AVENUE** - From Perry Highway to Center Avenue
- ▶ **PERRYSVILLE ROAD (OLD)** - From Perry Hwy. to Center Avenue (Borough Side Only)
- ▶ **RICHLAND AVENUE** - Entire Length
- ▶ **RIDGEWOOD AVENUE** - From Perry Highway to Southeast End of Bridge

Second and Fourth Fridays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ **BEECHMONT AVENUE** - Entire Length
- ▶ **FRANKFORT AVENUE** - From Center Avenue to Park Avenue
- ▶ **LIPP AVENUE** - Entire Length
- ▶ **MARTSOLF AVENUE** - From Center Avenue (Bridge) to Park Avenue
- ▶ **OAKLEY AVENUE** - Entire Length
- ▶ **OAKWOOD AVENUE** - From Center Avenue (South) to Fenton Way
- ▶ **PARK AVENUE** - From Center Avenue to Frankfort Avenue
- ▶ **RIDGEWOOD AVENUE** - From Southeast End of Bridge to Dead End
- ▶ **TOMOKA AVENUE** - Entire Length


Section 2 - Penalty for Violation.

Any person who shall violate the provision of Parking Prohibited at Times Scheduled for Street Cleaning and Sweeping shall, upon conviction, be sentenced to pay a fine of that specified for a Violation of Borough Code Chapter 134 (Vehicles and Traffic), Paragraph 24.1 (No Parking Certain Hours).

ORDAINED and ENACTED this 12th day of June, 2002.

BOROUGH OF WEST VIEW

BY:


Kenneth J. Wolf
Secretary/Manager

BY:


Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 12th day of June, 2002.

BY:


Richard E. Powell, Mayor

37

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1410

AN ORDINANCE OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, FIXING THE TAX RATE FOR THE YEAR 2003.

Be it ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the Authority of the same:

That a tax be and the same is hereby levied on all real property within the Borough of West View subject to taxation for the Fiscal Year 2003 as follows:


Tax Rate for general purposes, the sum of 4.43 Mills
on each Dollar of assessed valuation.

That any Ordinance, or part of Ordinance, in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

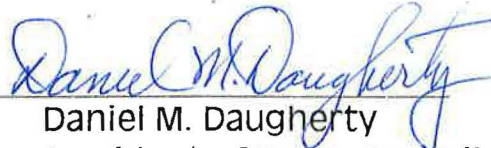
ORDAINED and ENACTED this 11th day of December, 2002.

BOROUGH OF WEST VIEW

BY:


Kenneth J. Wolf
Secretary/Manager

BY:


Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 11th day of December, 2002.

BY:


Richard E. Powell, Mayor

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1411

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT HEREINAFTER SET FORTH, DURING THE YEAR 2003.

Be it ORDAINED and ENACTED, and it is hereby ORDAINED and ENACTED by the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania:

SECTION 1 - That the revenues and expenses of the Fiscal Year 2003, the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the Year 2003 for the specific purposes set forth on the following pages.

2003 ANNUAL BUDGET					
Revenue Source	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
Taxes & Fees	1,793,290				1,793,290
Licenses/Permits	90,475				90,475
Fines/Forfeits	49,350				49,350
Interest/Rents	5,250	95,275			100,525
Entitlements	162,595		110,655	581,525	854,775
Dept. Earnings	135,405				135,405
Misc. Revenue	89,900				89,900
TOTAL	2,326,265	95,275	110,655	581,525	3,113,720
Expenditure Category	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
General Gov't.	270,345	91,525			361,870
Public Safety	858,695				858,695
Health & Welfare	11,500			581,525	593,025
Hwy./Roads/Streets	649,010		110,655		759,665
Rec./Parks/Lib/Civil	48,915				48,915
Debt Service	85,655				85,655
Ins. Prem./Ben.	401,645	3,750			405,395
Refunds/Prior Yr.	500				500
TOTAL	2,326,265	95,275	110,655	581,525	3,113,720

SECTION 2 - That any Ordinance, or part of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ADOPTED this 11th day of December, 2002.

BOROUGH OF WEST VIEW
BY Daniel M. Daugherty
Daniel M. Daugherty, President of Town Council

EXAMINED and APPROVED this 11th day of December, 2002.

BY Richard E. Powell
Mayor Richard E. Powell

ATTEST:

BY Kenneth J. Wolf
Kenneth J. Wolf, Secretary/Manager

37

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE # 1412

An Ordinance of the Town Council of the Borough of West View increasing the indebtedness of the Borough of West View, County of Allegheny, Pennsylvania, the issue of a General Obligation Note in the amount of \$75,000.00 for the Roof Replacement Municipal Building Complex; fixing the form, number, date, interest and maturity thereof; making a covenant for the payment of the debt service of the Note; providing for the filing of the required documents; providing for the appointment of a sinking fund depository for the Note; and authorizing the execution, sale and delivery thereof.

WHEREAS, it is necessary that the indebtedness of the Borough of West View, Allegheny County, Pennsylvania be increased for the following purpose: The project consisting of the Roof Replacement Municipal Building Complex (hereinafter called the "Project"); and

WHEREAS, the Municipality has received preliminary and realistic cost estimates from professional engineers indicating the sum of \$162,000.00 will be needed to complete the project; and

WHEREAS, the proposed increase of debt, together with its non-electoral indebtedness and any lease rental indebtedness presently outstanding, will not cause the limitation of the Municipality's debt incurring power, pursuant to constitutional and statutory authority, to be exceeded.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View, and it is hereby ORDAINED and ENACTED by the authority of the same in lawful session assembled, a full quorum being present and acting throughout, as follows:

SECTION 1 - That the aggregate principal amount of the Note of the Municipality is \$75,000, the same to be used for the foregoing purpose and same to be incurred as nonelectoral debt.

SECTION 2 - The period of useful life of the improvements for which this obligation is to be issued is estimated to be in excess of 5 years.

SECTION 3 - Said indebtedness shall be evidenced by one general obligation Note (known as the AIM Loan Agreement and attached hereto), in proper form, in the principal sum of \$75,000.00, dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978; being Act 52 of 1978 Session, at the rate of interest of 2.67% per annum, payable annually on the unpaid balance of said Note on the anniversary date of said Note during the term of said Note, together with interest on overdue principal, and to the extent permitted by law, on overdue penalty interest, at the rate of 10.5% per annum (computed on the basis of 365 days to the year) until paid,

which Note shall mature in installments on the annual anniversary date of said Note as follows:

	PRINCIPAL	INTEREST
Fiscal Year 2004	\$75,000	\$2,002.50
Fiscal Year 2005	\$60,000	\$1,602.00
Fiscal Year 2006	\$45,000	\$1,201.50
Fiscal Year 2007	\$30,000	\$ 801.00
Fiscal Year 2008	\$15,000	\$ 400.50

It is further acknowledged that the Loan Agreement has a litigation clause which the Municipality acknowledged and which clause calls for payment by the Municipality of the AIM Solicitor in the event of any litigation caused by the borrower's delinquencies.

The Municipality reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice or penalty.

The principal and interest of said Note shall be payable at the office of the Sinking Fund Depository selected for the Note as hereinafter provided.

SECTION 4 - The said Note is hereby declared to be a general obligation of the Municipality. The Municipality hereby covenants that it shall include the amount of the debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation and payment, the full faith, credit and taxing power of the Municipality is hereby irrevocably pledged.

The amounts which the Municipality hereby covenants to pay in each of the following fiscal years on the basis of a penalty interest rate of 10.5% are as follows:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
2004	\$ 75,000	\$ 7,875.00
2005	\$ 60,000	\$ 6,300.00
2006	\$ 45,000	\$ 4,725.00
2007	\$ 30,000	\$ 3,150.00
2008	\$ 15,000	\$ 1,575.00

SECTION 5 - The form of said Note shall be the Loan Agreement which is attached hereto and incorporated in this Ordinance as part and parcel thereof, showing the obligation arising out of the Loan Agreement to the Municipality.

SECTION 6 - The said Note shall be executed and guaranteed in the name and under the corporate seal of the Municipality by its President of Town Council and its Secretary and attested to by the Secretary and/or Mayor. The Secretary of the Municipality are authorized and directed to prepare, certify and file the Debt Statement required by Section 410 of Act 52 of 1978, and to take other necessary action, including, if necessary or desirable, any statement required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 7 - PNC Bank is hereby designated as the Sinking and Depository for the obligation herein authorized, and a Sinking Fund will be created and known as "Sinking Fund 2003 General Obligation Note," for the payment of principal and penalty interest there-on which shall be deposited into the Sinking Funds no later than the date upon which the same becomes due and payable. The Treasurer will then deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall then, as and when said payments are due, without further action by the Municipality, withdraw available monies in the Sinking Fund and apply said monies to payment of the principal and penalty interest on the obligation.

SECTION 8 - The President of Town Council and the Secretary of the Municipality are hereby authorized to contract with PNC Bank for its service as Sinking fund Depository for the Note and paying agent for the same.

SECTION 9 - In compliance with Section 701 of Act 52 of 1978, the members of the governing body have agreed that a private sale by negotiation rather than public sale is in the best interest of the Borough. Therefore, the general obligation Note in the amount of \$75,000.00, herein authorized to be issued and sold, is hereby awarded and sold to the Authority for Improvements in Municipalities (AIM) in accordance with AIM's proposal to purchase the Note at Par; provided the said Note is dated the date of delivery thereof to AIM and is in the form set forth in the attached Loan Agreement between AIM and the Borough; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act.

SECTION 10 - The action of the proper officers and the advertising of a summary of the Ordinance as required by Law in a newspaper of general circulation is ratified and confirmed. The advertisement in said paper of the enactment of the Ordinance is hereby directed within fifteen (15) days following the day of final enactment.

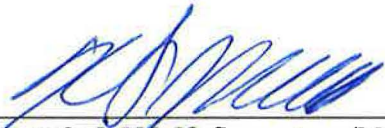
It is further acknowledged that for the consideration given by AIM, the Loan Agreement contains as indemnification clause for AIM, its officers, directors, administrators, employees and their successors and assigns.

SECTION 11 - All Ordinance or parts of Ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict with.

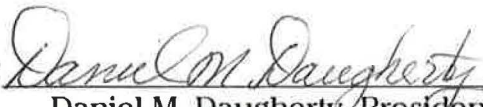
ORDAINED and ENACTED this 14th day of May 2003

BOROUGH OF WEST VIEW

BY:


Kenneth J. Wolf, Secretary/Manager

BY:


Daniel M. Daugherty, President

APPROVED AS TO FORM:

BY:


Richard E. Powell, Mayor

BY:


Fred E. Baxter, Solicitor

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1413

AN ORDINANCE OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, FIXING THE TAX RATE FOR THE YEAR 2004.

Be it ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the Authority of the same:

That a tax be and the same is hereby levied on all real property within the Borough of West View subject to taxation for the Fiscal Year 2004 as follows:

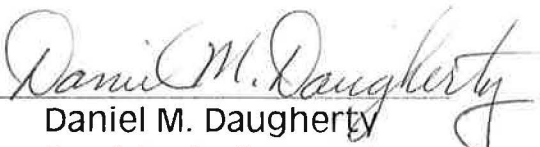
Tax Rate for general purposes, the sum of 4.43 Mills on each Dollar of assessed valuation.

That any Ordinance, or part of Ordinance, in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 10th day of December 2003.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 10th day of December 2003.

BY: 
Richard E. Powell, Mayor

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1414

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT HEREINAFTER SET FORTH, DURING THE YEAR 2004.

Be it ORDAINED and ENACTED, and it is hereby ORDAINED and ENACTED by the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania:

SECTION 1 - That the revenues and expenses of the Fiscal Year 2004, the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the Year 2004 for the specific purposes set forth on the following pages.

2004 ANNUAL BUDGET

Revenue Source	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
Taxes & Fees	1,816,240				1,816,240
Licenses/Permits	95,445				95,445
Fines/Forfeits	49,350				49,350
Interest/Rents	6,000	98,165			104,165
Entitlements	196,705		112,360	647,550	956,615
Dept. Earnings	136,140				136,140
Misc. Revenue	94,400	29,025			123,425
TOTAL	2,394,280	127,190	112,360	647,550	3,281,380

Expenditure Category	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
General Gov't.	265,690	96,080			361,770
Public Safety	884,545				884,545
Health & Welfare	11,500			647,550	659,050
Hwy./Roads/Streets	609,770		112,360		722,130
Rec./Parks/Lib/Civil	49,640				49,640
Debt Service	87,160	27,830			114,990
Ins. Prem./Ben.	485,475	3,280			488,755
Refunds/Prior Yr.	500				500
TOTAL	2,394,280	127,190	112,360	647,550	3,281,380

SECTION 2 - That any Ordinance, or part of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ADOPTED this 10th day of December, 2003.

BOROUGH OF WEST VIEW

BY *Daniel M. Daugherty*
Daniel M. Daugherty, President of Town Council

EXAMINED and APPROVED this 10th day of December, 2003.

BY *Richard E. Powell*
Mayor Richard E. Powell

ATTEST:

BY *Kenneth J. Wolf*
Kenneth J. Wolf, Secretary/Manager

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1415
STORMWATER MANAGEMENT ORDINANCE
COUNTY OF ALLEGHENY, PENNSYLVANIA

Adopted at a Public Meeting Held on February 11, 2004

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, AUTHORIZING THE IMPLEMENTATION OF THE STORMWATER MANAGEMENT ORDINANCE REGARDING MUNICIPAL STORM SEWER SYSTEM REGULATIONS (MS4'S), PER PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA.

TABLE OF CONTENTS

Article I - General Provisions

Article II - Definitions

Article III - Stormwater Management For Water Quality

Article IV - Stormwater BMP Operations and Maintenance Requirements

Article V - Inspections and Right of Entry

Article VI - Fees and Expenses

Article VII - Prohibitions

Article VIII - Enforcement and Penalties

APPENDICES

A: Low Impact Development Practices

B: Operations and Maintenance Agreement

ARTICLE I - GENERAL PROVISIONS

Section 101. Short Title

This Ordinance shall be known and may be cited as the "Borough of West View Stormwater Management Ordinance."

Section 102. Statement of Findings

The governing body of the Municipality finds that:

- A. Stormwater runoff from lands modified by human activities threatens public health and safety by causing decreased infiltration of rainwater and increased runoff flows and velocities, which overtax the carrying capacity of existing streams and storm sewers, and greatly increases the cost to the public to manage stormwater.
- B. Inadequate planning and management of stormwater runoff resulting from land development and redevelopment throughout a watershed can also harm surface water resources by changing the natural hydrologic patterns, accelerating stream flows (which increase scour and erosion of stream-beds and stream-banks thereby elevating sedimentation), destroying aquatic habitat and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals and pathogens. Groundwater resources are also impacted through loss of recharge.
- C. A program of stormwater management, including reasonable regulation of land development and redevelopment causing loss of natural infiltration, is fundamental to the public health, safety, welfare, and the protection of the people of the Municipality and all the people of the Commonwealth, their resources, and the environment.
- D. Stormwater can be an important water resource by providing groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.
- E. Public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater.
- F. Federal and state regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).
- G. Non-stormwater discharges to municipal separate storm sewer systems can contribute to pollution of waters of the Commonwealth by the Municipality.

Section 103. Purpose

The purpose of this Ordinance is to promote health, safety, and welfare within the Municipality and its watershed by minimizing the harms and maximizing the benefits described in Section 102 of this Ordinance, through provisions designed to:

- A. Manage stormwater runoff impacts at their source by regulating activities that cause the problems.
- B. Provide review procedures and performance standards for stormwater planning and management.
- C. Utilize and preserve the existing natural drainage systems as much as possible.
- D. Manage stormwater impacts close to the runoff source, which requires a minimum of structures and relies on natural processes.

- E. Focus on infiltration of stormwater, to maintain groundwater recharge, to prevent degradation of surface and groundwater quality and to otherwise protect water resources.
- F. Maintain existing flows and quality of streams and watercourses.
- G. Meet legal water quality requirements under state law, including regulations at 25 Pa. Code Chapter 93.4a to protect and maintain "existing uses" and maintain the level of water quality to support those uses in all streams, and to protect and maintain water quality in "special protection" streams.
- H. Prevent scour and erosion of streambanks and streambeds.
- I. Provide for proper operations and maintenance of all permanent stormwater management BMPs that are implemented in the Municipality.
- J. Provide a mechanism to identify controls necessary to meet the NPDES permit requirements.
- K. Implement an illegal discharge detection and elimination program to address non-stormwater discharges into the Municipality's separate storm sewer system.

Section 104. Statutory Authority

The Municipality is empowered to regulate land use activities that affect stormwater impacts by the authority of the Municipal Planning Code.

Section 105. Applicability

- A. This Ordinance applies to any Regulated Earth Disturbance activities within the Municipality, and all stormwater runoff entering into the Municipality's separate storm sewer system from lands within the boundaries of the Municipality.
- B. Earth Disturbance activities and associated stormwater management controls are also regulated under existing state law and implementing regulations. This Ordinance shall operate in coordination with those parallel requirements; the requirements of this Ordinance shall be no less restrictive in meeting the purposes of this Ordinance than state law.

Section 106. Repealer

Any other ordinance provision(s) or regulation of the Municipality inconsistent with any of the provisions of this Ordinance is hereby repealed to the extent of the inconsistency only.

Section 107. Severability

In the event that any section or provision of this Ordinance is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any of the remaining provisions of this Ordinance.

Section 108. Compatibility with Other Requirements

- A. Approvals issued and actions taken under this Ordinance do not relieve the Applicant of the

responsibility to secure required permits or approvals for activities regulated by any other code, law, regulation or ordinance. To the extent that this Ordinance imposes more rigorous or stringent requirements for stormwater management, the specific requirements contained in this Ordinance shall be followed.

- B. Nothing in this Ordinance shall be construed to affect any of the Municipality's requirements regarding stormwater matters which do not conflict with the provisions of this Ordinance, such as local stormwater management design criteria (e.g. inlet spacing, inlet type, collection system design and details, outlet structure design, etc.). Conflicting provisions in other municipal ordinances or regulations shall be construed to retain the requirements of this ordinance addressing State Water Quality Requirements.

ARTICLE II - DEFINITIONS

For the purposes of this Ordinance, certain terms and words used herein shall be interpreted as follows:

- A. Words used in the present tense include the future tense; the singular number includes the plural, and the plural number includes the singular; words of masculine gender include feminine gender; and words of feminine gender include masculine gender.
- B. The word "includes" or "including" shall not limit the term to the specific example but is intended to extend its meaning to all other instances of like kind and character.
- C. The words "shall" and "must" are mandatory; the words "may" and "should" are permissive.

Accelerated Erosion - The removal of the surface of the land through the combined action of human activities and the natural processes, at a rate greater than would occur because of the natural process alone.

Applicant - A landowner, developer or other person who has filed an application for approval to engage in any Regulated Earth Disturbance activity at a project site in the Municipality.

BMP (Best Management Practice) - Activities, facilities, designs, measures or procedures used to manage stormwater impacts from Regulated Earth Disturbance activities, to meet State Water Quality Requirements, to promote groundwater recharge and to otherwise meet the purposes of this Ordinance. BMPs include but are not limited to infiltration, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention basins.

Conservation District - The Allegheny County Conservation District.

DEP - The Pennsylvania Department of Environmental Protection.

Developer - A person that seeks to undertake any Regulated Earth Disturbance activities at a project site in the Municipality.

Development - See "Earth Disturbance Activity." The term includes redevelopment.

Development Site - The specific tract of land where any Earth Disturbance activities in the Municipality are planned, conducted or maintained.

Earth Disturbance Activity - A construction or other human activity which disturbs the surface of the

land, including, but not limited to, clearing and grubbing, grading, excavations, embankments, road maintenance, building construction and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

Erosion - The process by which the surface of the land, including channels, is worn away by water, wind, or chemical action.

Erosion and Sediment Control Plan - A plan for a project site which identifies BMPs to minimize accelerated erosion and sedimentation.

Groundwater Recharge - Replenishment of existing natural underground water supplies.

Impervious Surface - A surface that prevents the infiltration of water into the ground. Impervious surface includes, but is not limited to, any roof, parking or driveway areas, and any new streets and sidewalks. Any surface areas designed to initially be gravel or crushed stone shall be assumed to be impervious surfaces.

Municipality - Borough of West View, Allegheny County, Pennsylvania.

NPDES - National Pollutant Discharge Elimination System, the federal government's system for issuance of permits under the Clean Water Act, which is delegated to DEP in Pennsylvania.

Outfall - "Point source" as described in 40 CFR § 122.2 at the point where the Municipality's storm sewer system discharges to surface waters of the Commonwealth.

Person - An individual, partnership, public or private association or corporation, or a governmental unit, public utility or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

Point Source - any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, or conduit from which stormwater is or may be discharged, as defined in State regulations at 25 Pa. Code § 92.1.

Project Site - The specific area of land where any Regulated Earth Disturbance activities in the Municipality are planned, conducted or maintained.

Redevelopment - Earth Disturbance activities on land which has previously been disturbed or developed.

Regulated Earth Disturbance Activity - Earth disturbance activity one acre or more with a point source discharge to surface waters or the Municipality's storm sewer system, or five acres or more regardless of the planned runoff. This includes earth disturbance on any portion of, part, or during any stage of, a larger common plan of development. This only includes road maintenance activities involving 25 acres or more or earth disturbance.

Road Maintenance - earth disturbance activities within the existing road cross-section, such as grading and repairing existing unpaved road surfaces, cutting road banks, cleaning or clearing drainage ditches and other similar activities.

Separate Storm Sewer System - A conveyance or system of conveyances (including roads with

drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) primarily used for collecting and conveying stormwater runoff.

State Water Quality Requirements - As defined under state regulations -- protection of *designated* and *existing* uses (See 25 Pa. Code Chapters 93 and 96)--including:

- A. Each stream segment in Pennsylvania has a "designated use," such as "cold water fishery" or "potable water supply," which are listed in Chapter 93. These uses must be protected and maintained, under state regulations.
- B. "Existing uses" are those attained as of November 1975, regardless whether they have been designated in Chapter 93. Regulated Earth Disturbance activities must be designed to protect and maintain existing uses and maintain the level of water quality necessary to protect those uses in all streams, and to protect and maintain water quality in special protection streams.
- C. Water quality involves the chemical, biological and physical characteristics of surface water bodies. After Regulated Earth Disturbance activities are complete, these characteristics can be impacted by addition of pollutants such as sediment, and changes in habitat through increased flow volumes and/or rates as a result of changes in land surface area from those activities. Therefore, permanent discharges to surface waters must be managed to protect the stream bank, streambed and structural integrity of the waterway, to prevent these impacts.

Stormwater - The surface runoff generated by precipitation reaching the ground surface.

Surface Waters of the Commonwealth - Any and all rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.

Watercourse - A channel or conveyance of surface water, such as a stream or creek, having defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

Watershed - Region or area drained by a river, watercourse or other body of water, whether natural or artificial.

ARTICLE III - STORMWATER MANAGEMENT FOR WATER QUALITY

Section 301. General Requirements for Stormwater Management

- A. All Regulated Earth Disturbance activities within the Municipality shall be designed, implemented, operated and maintained to meet the purposes of this Ordinance, through these two elements:
 - 1. Erosion and Sediment control during the earth disturbance activities (e.g., during construction), and
 - 2. Water quality protection measures after completion of earth disturbance activities (e.g., after construction), including operations and maintenance.
- B. No Regulated Earth Disturbance activities within the Municipality shall commence until the requirements of this Ordinance are met.

- C. Erosion and sediment control during Regulated Earth Disturbance activities shall be addressed as required by Section 303.
- D. Post-construction water quality protection shall be addressed as required by Section 304. Operations and maintenance of permanent stormwater BMPs shall be addressed as required by Article IV.
- E. All Best Management Practices (BMPs) used to meet the requirements of this Ordinance shall conform to the State Water Quality Requirements, and any more stringent requirements as determined by the Municipality.
- F. Techniques described in Appendix A (Low Impact Development) of this Ordinance are encouraged, because they reduce the costs of complying with the requirements of this Ordinance and the State Water Quality Requirements.

Section 302. Permit Requirements by Other Government Entities

The following permit requirements may apply to certain Regulated Earth Disturbance activities, and must be met prior to commencement of Regulated Earth Disturbance activities, as applicable:

- A. All Regulated Earth Disturbance activities subject to permit requirements by DEP under regulations at 25 Pa. Code Chapter 102.
- B. Work within natural drainageways subject to permit by DEP under 25 Pa. Code Chapter 105.
- C. Any stormwater management facility that would be located in or adjacent to surface waters of the Commonwealth, including wetlands, subject to permit by DEP under 25 Pa. Code Chapter 105.
- D. Any stormwater management facility that would be located on a State highway right-of-way, or require access from a state highway, shall be subject to approval by the Pennsylvania Department of Transportation (PENNDOT).
- E. Culverts, bridges, storm sewers or any other facilities which must pass or convey flows from the tributary area and any facility which may constitute a dam subject to permit by DEP under 25 Pa. Code Chapter 105.

Section 303. Erosion and Sediment Control During Regulated Earth Disturbance Activities

- A. No Regulated Earth Disturbance activities within the Municipality shall commence until approval by the Municipality of an Erosion and Sediment Control Plan for construction activities.
- B. DEP has regulations that require an Erosion and Sediment Control Plan for any earth disturbance activity of 5,000 square feet or more, under 25 Pa. Code § 102.4(b).
- C. In addition, under 25 Pa. Code Chapter 92, a DEP "NPDES Construction Activities" permit is required for Regulated Earth Disturbance activities.
- D. Evidence of any necessary permit(s) for Regulated Earth Disturbance activities from the appropriate DEP regional office or County Conservation District must be provided to the Municipality. The issuance of an NPDES Construction Permit or permit coverage under the statewide General Permit

52
(PAG-2) satisfies the requirements subsection 303.A.

- E. A copy of the Erosion and Sediment Control plan and any required permit, as required by DEP regulations, shall be available at the project site at all times.

Section 304. Water Quality Requirements After Regulated Earth Disturbance Activities Are Complete

- A. No Regulated Earth Disturbance activities within the Municipality shall commence until approval by the Municipality of a plan which demonstrates compliance with State Water Quality Requirements after construction is complete.
- B. The BMPs must be designed, implemented and maintained to meet State Water Quality Requirements, and any other more stringent requirements as determined by the Municipality.
- C. To control post-construction stormwater impacts from Regulated Earth Disturbance activities, State Water Quality Requirements can be met by BMPs, including site design, which provide for replication of pre-construction stormwater infiltration and runoff conditions, so that post-construction stormwater discharges do not degrade the physical, chemical or biological characteristics of the receiving waters. As described in the DEP Comprehensive Stormwater Management Policy (#392-0300-002, September 28, 2002), this may be achieved by the following:
1. Infiltration: replication of pre-construction stormwater infiltration conditions,
 2. Treatment: use of water quality treatment BMPs to ensure filtering out of the chemical and physical pollutants from the stormwater runoff, and
 3. Streambank and Streambed Protection: management of volume and rate of post-construction stormwater discharges to prevent physical degradation of receiving waters (e.g., from scouring).
- D. DEP has regulations that require municipalities to ensure design, implementation and maintenance of Best Management Practices ("BMPs") that control runoff from new development and redevelopment after Regulated Earth Disturbance activities are complete. These requirements include the need to implement post-construction stormwater BMPs with assurance of long-term operations and maintenance of those BMPs.
- E. Evidence of any necessary permit(s) for Regulated Earth Disturbance activities from the appropriate DEP regional office must be provided to the Municipality. The issuance of an NPDES Construction Permit (or permit coverage under the statewide General Permit (PAG-2)) satisfies the requirements of subsection 304.A.
- F. BMP operations and maintenance requirements are described in Article IV of this Ordinance.

ARTICLE IV STORMWATER BMP OPERATIONS AND MAINTENANCE PLAN REQUIREMENTS

Section 401. General Requirements

- A. No Regulated Earth Disturbance activities within the Municipality shall commence until approval by the Municipality of BMP Operations and Maintenance plan which describes how the permanent (e.g.,

53

post-construction) stormwater BMPs will be properly operated and maintained.

B. The following items shall be included in the BMP Operations and Maintenance Plan:

1. Map(s) of the project area, in a form that meets the requirements for recording at the offices of the Recorder of Deeds of Allegheny County, and shall be submitted on 24-inch x 36-inch or 30-inch x 42-inch sheets. The contents of the maps(s) shall include, but not be limited to:
 - a. Clear identification of the location and nature of permanent stormwater BMPs,
 - b. The location of the project site relative to highways, municipal boundaries or other identifiable landmarks,
 - c. Existing and final contours at intervals of two feet, or others as appropriate,
 - d. Existing streams, lakes, ponds, or other bodies of water within the project site area,
 - e. Other physical features including flood hazard boundaries, sinkholes, streams, existing drainage courses, and areas of natural vegetation to be preserved,
 - f. The locations of all existing and proposed utilities, sanitary sewers, and water lines within 50 feet of property lines of the project site,
 - g. Proposed final changes to the land surface and vegetative cover, including the type and amount of impervious area that would be added,
 - h. Proposed final structures, roads, paved areas, and buildings, and
 - i. A fifteen-foot wide access easement around all stormwater BMPs that would provide ingress to and egress from a public right-of-way.
2. A description of how each permanent stormwater BMP will be operated and maintained, and the identity of the person(s) responsible for operations and maintenance,
3. The name of the project site, the name and address of the owner of the property, and the name of the individual or firm preparing the Plan, and
4. A statement, signed by the landowner, acknowledging that the stormwater BMPs are fixtures that can be altered or removed only after approval by the Municipality.

Section 402. Responsibilities for Operations and Maintenance of BMPs

A. The BMP Operations and Maintenance Plan for the project site shall establish responsibilities for the continuing operation and maintenance of all permanent stormwater BMPs, as follows:

1. If a Plan includes structures or lots which are to be separately owned and in which streets, sewers and other public improvements are to be dedicated to the Municipality, stormwater BMPs may also be dedicated to and maintained by the Municipality;
2. If a Plan includes operations and maintenance by a single ownership, or if sewers and

other public improvements are to be privately owned and maintained, then the operation and maintenance of stormwater BMPs shall be the responsibility of the owner or private management entity.

- B. The Municipality shall make the final determination on the continuing operations and maintenance responsibilities. The Municipality reserves the right to accept or reject the operations and maintenance responsibility for any or all of the stormwater BMPs.

Section 403. Municipality Review of BMP Operations and Maintenance Plan

- A. The Municipality shall review the BMP Operations and Maintenance Plan for consistency with the purposes and requirements of this ordinance, and any permits issued by DEP.
- B. The Municipality shall notify the Applicant in writing whether the BMP Operations and Maintenance Plan is approved.
- C. The Municipality may require an "As-Built Survey" of all stormwater BMPs, and an explanation of any discrepancies with the Operations and Maintenance Plan.

Section 404. Adherence to Approved BMP Operations and Maintenance Plan

It shall be unlawful to alter or remove any permanent stormwater BMP required by an approved BMP Operations and Maintenance Plan, or to allow the property to remain in a condition which does not conform to an approved BMP Operations and Maintenance Plan, unless an exception is granted in writing by the Municipality.

Section 405. Operations and Maintenance Agreement for Privately Owned Stormwater BMPs

- A. The property owner shall sign an operations and maintenance agreement with the Municipality covering all stormwater BMPs that are to be privately owned. The agreement shall be substantially the same as the agreement in Appendix B of this Ordinance.
- B. Other items may be included in the agreement where determined necessary to guarantee the satisfactory operation and maintenance of all permanent stormwater BMPs. The agreement shall be subject to the review and approval of the Municipality.

Section 406. Stormwater Management Easements

- A. Stormwater management easements are required for all areas used for off-site stormwater control, unless a waiver is granted by the Municipal Engineer.
- B. Stormwater management easements shall be provided by the property owner if necessary for (1) access for inspections and maintenance, or (2) preservation of stormwater runoff conveyance, infiltration, and detention areas and other BMPs, by persons other than the property owner. The purpose of the easement shall be specified in any agreement under Section 405.

Section 407. Recording of Approved BMP Operations and Maintenance Plan and Related Agreements

- A. The owner of any land upon which permanent BMPs will be placed, constructed or implemented,

as described in the BMP Operations and Maintenance Plan, shall record the following documents in the Office of the Recorder of Deeds for Allegheny County, within 15 days of approval of the BMP Operations Plan by the Municipality:

1. The Operations and Maintenance Plan, or a summary thereof,
 2. Operations and Maintenance Agreements under Section 405, and
 3. Easements under Section 406.
- B. The Municipality may suspend or revoke any approvals granted for the project site upon discovery of the failure of the owner to comply with this Section.

Section 408. Municipal Stormwater BMP Operation and Maintenance Fund

- A. If stormwater BMPs are accepted by the municipality for dedication, the Municipality may require persons installing stormwater BMPs to pay a specified amount to the Municipal Stormwater BMP Operation and Maintenance Fund, to help defray costs of operations and maintenance activities. The amount may be determined as follows:
1. If the BMP is to be owned and maintained by the Municipality, the amount shall cover the estimated costs for operations and maintenance for ten (10) years, as determined by the Municipality.
 2. The amount shall then be converted to present worth of the annual series values.
- B. If a BMP is proposed that also serves as a recreation facility (e.g. ball field, lake), the Municipality may adjust the amount due accordingly.

ARTICLE V-INSPECTIONS AND RIGHT OF ENTRY

Section 501. Inspections

- A. DEP or its designees (e.g., County Conservation Districts) normally ensure compliance with any permits issued, including those for stormwater management. In addition to DEP compliance programs, the Municipality or its designee may inspect all phases of the construction, operations, maintenance and any other implementation of stormwater BMPs.
- B. During any stage of the Regulated Earth Disturbance activities, if the Municipality or its designee determines that any BMPs are not being implemented in accordance with this Ordinance, the

Municipality may suspend or revoke any existing permits or other approvals until the deficiencies are corrected.

Section 502. Right of Entry

- A. Upon presentation of proper credentials, duly authorized representatives of the Municipality may enter at reasonable times upon any property within the Municipality to inspect the implementation, condition, or operation and maintenance of the stormwater BMPs in regard to any aspect governed by this Ordinance.

- B. BMP owners and operators shall allow persons working on behalf of the Municipality ready access to all parts of the premises for the purposes of determining compliance with this Ordinance.
- C. Persons working on behalf of the Municipality shall have the right to temporarily locate on any BMP in the Municipality such devices as are necessary to conduct monitoring and/or sampling of the discharges from such BMP.
- D. Unreasonable delays in allowing the Municipality access to a BMP is a violation of this Article.

ARTICLE VI - FEES AND EXPENSES

Section 601. General

The Municipality may charge a reasonable fee for review of BMP Operations and Maintenance Plans to defray review costs incurred by the Municipality. The Applicant shall pay all such fees.

Section 602. Expenses Covered by Fees

The fees required by this Ordinance may cover:

- A. Administrative/clerical Costs.
- B. The review of the BMP Operations and Maintenance Plan by the Municipal Engineer.
- C. The site inspections including, but not limited to, pre-construction meetings, inspections during construction of stormwater BMPs, and final inspection upon completion of the stormwater BMPs.
- D. Any additional work required to monitor and enforce any provisions of this Ordinance, correct violations, and assure proper completion of stipulated remedial actions.

ARTICLE VII- PROHIBITIONS

Section 701. Prohibited Discharges

- A. No person in the Municipality shall allow, or cause to allow, stormwater discharges into the Municipality's separate storm sewer system which are not composed entirely of stormwater, except (1) as provided in subsection B below, and (2) discharges allowed under a state or federal permit.
- B. Discharges which may be allowed, based on a finding by the Municipality that the discharge(s) do not significantly contribute to pollution to surface waters of the Commonwealth, are:

Discharges from fire fighting activities

Uncontaminated water from foundation or from footing drains

Potable water sources including dechlorinated water line and fire hydrant flushings

Flows from riparian habitats and wetlands

Lawn watering

Irrigation drainage

Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used

Routine external building washdown (which does not use detergents or other compounds)

37

Air conditioning condensate
Water from individual residential car washing
Dechlorinated swimming pool discharges
Springs Uncontaminated groundwater
Water from crawl space pumps

- C. In the event that the Municipality determines that any of the discharges identified in Subsection B significantly contribute to pollution of waters of the Commonwealth, or is so notified by DEP, the Municipality will notify the responsible person to cease the discharge.
- D. Upon notice provided by the Municipality under subsection C, the discharger will have a reasonable time, as determined by the Municipality, to cease the discharge consistent with the degree of pollution caused by the discharge.
- E. Nothing in this Section shall affect a discharger's responsibilities under state law.

Section 702. Prohibited Connections

- A. The following connections are prohibited, except as provided in Section 701.B above:
 - 1. Any drain or conveyance, whether on the surface or subsurface, which allows any non-storm water discharge including sewage, process wastewater, and wash water, to enter the separate storm sewer system, and any connections to the storm drain system from indoor drains and sinks; and
 - 2. Any drain or conveyance connected from a commercial or industrial land use to the separate storm sewer system which has not been documented in plans, maps, or equivalent records, and approved by the Municipality.

Section 703. Roof drains

- A. Roof drains shall not be connected to streets, sanitary or storm sewers or roadside ditches, except as provided in Section 703.B.
- B. When it is more advantageous to connect directly to streets or storm sewers, connections of roof drains to streets or roadside ditches may be permitted by the Municipality.
- C. Roof drains shall discharge to infiltration areas or vegetative BMPs to the maximum extent practicable.

Section 704. Alteration of BMPs

- A. No person shall modify, remove, fill, landscape or alter any existing stormwater BMP, unless it is part of an approved maintenance program, without the written approval of the Municipality.
- B. No person shall place any structure, fill, landscaping or vegetation into a stormwater BMP or within a drainage easement, which would limit or alter the functioning of the BMP, without the written approval of the Municipality.

ARTICLE VIII - ENFORCEMENT AND PENALTIES

Section 801. Public Nuisance

- A. The violation of any provision of this ordinance is hereby deemed a Public Nuisance.
- B. Each day that a violation continues shall constitute a separate violation.

Section 802. Enforcement Generally

- A. Whenever the Municipality finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Municipality may order compliance by written notice to the responsible person. Such notice may require without limitation:
 - 1. The performance of monitoring, analyses, and reporting;
 - 2. The elimination of prohibited connections or discharges;
 - 3. Cessation of any violating discharges, practices, or operations;
 - 4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
 - 5. Payment of a fine to cover administrative and remediation costs;
 - 6. The implementation of stormwater BMPs; and
 - 7. Operation and maintenance of stormwater BMPs.
- B. Such notification shall set forth the nature of the violation(s) and establish a time limit for correction of these violations(s). Said notice may further advise that, if applicable, should the violator fail to take the required action within the established deadline, the work will be done by the Municipality or designee and the expense thereof shall be charged to the violator.
- C. Failure to comply within the time specified shall also subject such person to the penalty provisions of this Ordinance. All such penalties shall be deemed cumulative and shall not prevent the Municipality from pursuing any and all other remedies available in law or equity.

Section 803. Suspension and Revocation of Permits and Approvals

- A. Any building, land development or other permit or approval issued by the Municipality may be suspended or revoked by the Municipality for:
 - 1. Non-compliance with or failure to implement any provision of the permit;
 - 2. A violation of any provision of this Ordinance; or
 - 3. The creation of any condition or the commission of any act during construction or development which constitutes or creates a hazard or nuisance, pollution or which endangers the life or property of others.

53

B. A suspended permit or approval shall be reinstated by the Municipality when:

1. The Municipal Engineer or designee has inspected and approved the corrections to the stormwater BMPs, or the elimination of the hazard or nuisance, and/or;
2. The Municipality is satisfied that the violation of the Ordinance, law, or rule and regulation has been corrected.

C. A permit or approval which has been revoked by the Municipality cannot be reinstated. The applicant may apply for a new permit under the procedures outlined in this Ordinance.

Section 804. Penalties

- A. Any person violating the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not more than \$500.00 for each violation, recoverable with costs, or imprisonment of not more than 30 days, or both. Each day that the violation continues shall be a separate offense.
- B. In addition, the Municipality, through its solicitor, may institute injunctive, mandamus or any other appropriate action or proceeding at law or in equity for the enforcement of this Ordinance. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus or other appropriate forms of remedy or relief.

Section 805. Appeals

Any person aggrieved by any action of the Municipality or its designee, relevant the provisions of this ordinance, may appeal to the relevant judicial or administrative body according to law, within the time period allowed. This Ordinance shall take effect immediately.


Any Ordinance or parts of Ordinance in conflict of this Ordinance, the stricter regulation shall apply.

ORDAINED and ENACTED this 11th day of February 2004

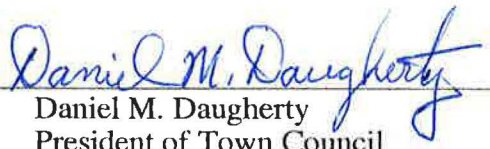
ATTEST:

BOROUGH OF WEST VIEW

BY:

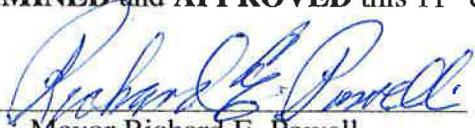

Kenneth J. Wolf
Secretary/Manager

BY:



Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 11th day of February 2004

BY:


Mayor Richard E. Powell

I hereby certify that the foregoing Ordinance was advertised in the Pittsburgh Post Gazette North Edition on February 4, 2004, a newspaper of general circulation in the municipality and was duly enacted and approved as set forth at a regular meeting of the municipality's governing body held on February 11, 2004.


Kenneth J. Wolf, Secretary/Manager

APPENDIX A

LOW IMPACT DEVELOPMENT PRACTICES

ALTERNATIVE APPROACH FOR MANAGING STORMWATER RUNOFF

Natural hydrologic conditions may be altered radically by poorly planned development practices, such as introducing unneeded impervious surfaces, destroying existing drainage swales, constructing unnecessary storm sewers, and changing local topography. A traditional drainage approach of development has been to remove runoff from a site as quickly as possible and capture it in a detention basin. This approach leads ultimately to the degradation of water quality as well as expenditure of additional resources for detaining and managing concentrated runoff at some downstream location.

The recommended alternative approach is to promote practices that will minimize post-development runoff rates and volumes, which will minimize needs for artificial conveyance and storage facilities. To simulate pre-development hydrologic conditions, forced infiltration is often necessary to offset the loss of infiltration by creation of impervious surfaces. The ability of the ground to infiltrate depends upon the soil types and its conditions.

Preserving natural hydrologic conditions requires careful alternative site design considerations. Site design practices include preserving natural drainage features, minimizing impervious surface area, reducing the hydraulic connectivity of impervious surfaces, and protecting natural depression storage. A well-designed site will contain a mix of all those features. The following describes various techniques to achieve the alternative approach:

- **Preserving Natural Drainage Features.** Protecting natural drainage features, particularly vegetated drainage swales and channels, is desirable because of their ability to infiltrate and attenuate flows and to filter pollutants. However, this objective is often not accomplished in land development. In fact, commonly held drainage philosophy encourages just the opposite pattern - streets and adjacent storm sewers typically are located in the natural headwater valleys and swales, thereby replacing natural drainage functions with a completely impervious system. As a result, runoff and pollutants generated from impervious surfaces flow directly into storm sewers with no opportunity for attenuation, infiltration, or filtration. Developments designed to fit site topography also minimizes the amount of grading on site.
- **Protecting Natural Depression Storage Areas.** Depressional storage areas have no surface outlet, or drain very slowly following a storm event. They can be commonly seen as ponded areas in farm fields during the wet season or after large runoff events. Traditional development practices eliminate these depressions by filling or draining, thereby obliterating their ability to reduce surface runoff volumes and trap pollutants. The volume and release-rate characteristics of depressions should be protected in the design of the development site. The depressions can be protected by simply avoiding the depression or by incorporating its storage as additional capacity in required detention facilities.
- **Avoiding introduction of impervious areas.** Careful site planning should consider reducing impervious coverage to the maximum extent possible. Building footprints, sidewalks, driveways and other features producing impervious surfaces should be evaluated to minimize impacts on runoff.
- **Reducing the Hydraulic Connectivity of Impervious Surfaces.** Impervious surfaces are significantly less of a problem if they are not directly connected to an impervious conveyance system

(such as storm sewer). Two basic ways to reduce hydraulic connectivity are routing of roof runoff over lawns and reducing the use of storm sewers. Site grading should promote increasing travel time of stormwater runoff, and should help reduce concentration of runoff to a single point in the development.

- **Routing Roof Runoff Over Lawns.** Roof runoff can be easily routed over lawns in most site designs. The practice discourages direct connections of downspouts to storm sewers or parking lots. The practice also discourages sloping driveways and parking lots to the street. By routing roof drains and crowning the driveway to run off to the lawn, the lawn is essentially used as a filter strip.
- **Reducing the Use of Storm Sewers.** By reducing use of storm sewers for draining streets, parking lots, and back yards, the potential for accelerating runoff from the development can be greatly reduced. The practice requires greater use of swales and may not be practical for some development sites, especially if there are concerns for areas that do not drain in a "reasonable" time. The practice requires educating local citizens and public works officials, who expect runoff to disappear shortly after a rainfall event.
- **Reducing Street Widths.** Street widths can be reduced by either eliminating on-street parking or by reducing roadway widths. Municipal planners and traffic designers should encourage narrower neighborhood streets which ultimately could lower maintenance.
- **Limiting Sidewalks to One Side of the Street.** A sidewalk on one side of the street may suffice in low-traffic neighborhoods. The lost sidewalk could be replaced with bicycle/recreational trails that follow back-of-lot lines. Where appropriate, backyard trails should be constructed using pervious materials.
- **Using Permeable Paving Materials.** These materials include permeable interlocking concrete paving blocks or porous bituminous concrete. Such materials should be considered as alternatives to conventional pavement surfaces, especially for low use surfaces such as driveways, overflow parking lots, and emergency access roads.
- **Reducing Building Setbacks.** Reducing building setbacks reduces driveway and entry walks and is most readily accomplished along low-traffic streets where traffic noise is not a problem.
- **Constructing Cluster Developments.** Cluster developments can also reduce the amount of impervious area for a given number of lots. The biggest savings is in street length, which also will reduce costs of the development. Cluster development clusters the construction activity onto less-sensitive areas without substantially affecting the gross density of development.

In summary, a careful consideration of the existing topography and implementation of a combination of the above mentioned techniques may avoid construction of costly stormwater control measures. Other benefits include reduced potential of downstream flooding, water quality degradation of receiving streams/water bodies and enhancement of aesthetics and reduction of development costs. Beneficial results include more stable baseflows in receiving streams, improved groundwater recharge, reduced flood flows, reduced pollutant loads, and reduced costs for conveyance and storage.

APPENDIX B

STORMWATER BEST MANAGEMENT PRACTICES

OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of February 2004, by and between _____ (hereinafter the "Landowner"), and the Borough of West View, Allegheny County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Allegheny County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the stormwater management BMP Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMP's); and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

- BMP – "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.
- Infiltration Trench – A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Seepage Pit – An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Rain Garden – A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMP's as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns. and

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.
8. The Municipality shall inspect the BMP(s) at a minimum of once every three years to ensure their continued functioning.

64
This Agreement shall be recorded at the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

(SEAL)

For the Landowner:

ATTEST:

Borough of West View, County of Allegheny, Commonwealth of Pennsylvania

I, _____, a Notary Public in and for the County and State

aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby

certify that _____ whose name(s) is/are signed to the foregoing

Agreement bearing date of the _____ day of _____, 20__, has acknowledged the

same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 200__.

NOTARY PUBLIC

(SEAL)

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1416

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW ESTABLISHING A STOP SIGN ON BELLEVUE AVENUE, FACING TRAFFIC TRAVELING SOUTHBOUND ON BELLEVUE AVENUE AT CENTER AVENUE; PROVIDING PENALTIES AND FINES FOR THE VIOLATION THEREOF.

WHEREAS, the Town Council of the Borough of West View and the Mayor of the Borough of West View deem it in the best interest of the health, public safety, and welfare of the Residents of the Borough of West View to establish the Stop Sign as set forth herein;

NOW THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View, and it is hereby ORDAINED and ENACTED by and with the authority of the same:


SECTION ONE - The Code of the Borough of West View is hereby amended so as to provide for the placement of a Stop Sign on Bellevue Avenue, facing traffic traveling Southbound on Bellevue Avenue at Center Avenue.

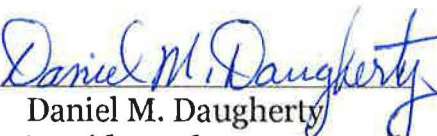
SECTION TWO - Penalties and fines for the violation of this Ordinance shall be imposed in accordance with the Motor Vehicle Code of the Commonwealth of Pennsylvania.

SECTION THREE - Any Ordinance or parts of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 11th day of February 2004

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 11th day of February 2004

BY: 
Mayor Richard E. Powell

003

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1417

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING A SCHEDULE OF ATTORNEY FEES IN CONNECTION WITH THE COLLECTION OF TAXES, TAX CLAIMS, TAX LIENS, MUNICIPAL CLAIMS, AND MUNICIPAL LIENS PURSUANT TO ACT 1 OF 1996 AND ACT 20 OF 2003 AND ADOPTING A SCHEDULE OF CHARGES, EXPENSES AND FEES PURSUANT TO THE ACT OF MAY 16, 1923, AS AMENDED, 53 P.S. §7101, §7103, AND §7106, WHICH ORDINANCE REPEALS ANY OTHER ORDINANCES INCONSISTENT HERewith RELATING TO A SCHEDULE OF ATTORNEY FEES PURSUANT TO ACT 1 OF 1996.

WHEREAS, the Borough of West View (hereinafter "Municipality") is required from time-to-time to enforce by various means the collection of unpaid taxes, tax claims, tax liens, municipal claims, and municipal liens (hereinafter referred to as "Claim" or "Claims"); and

WHEREAS, the expense of such enforced collection, and of the record keeping and other services related to the collection, filing, satisfaction, assignment and revival of Claims (hereinafter referred to as "Servicing"), when absorbed by the Municipality constitutes a further demand on the Municipality's resources; and

WHEREAS, Act 1 of 1996 (hereinafter "Act 1") and Act 20 of 2003 (hereinafter "Act 20") amend, inter alia, §3 of the Pennsylvania Municipal Claim and Tax Lien Law (hereinafter the "Act"), Act of May 16, 1923, PL 207, §3, as amended, 53 P.S. §7106 to permit a municipality as that term is defined in the Act, to recover reasonable Attorney fees in connection with the collection of Claims from the persons and property owing such Claims; and

WHEREAS, §1, §2, and §3, of the Act, as amended, 53 P.S. §§7101, 7103, and 7106, respectively, permit the Municipality to recover as part of each unpaid Claim, among other things, various charges, expenses and fees, and Attorney fees relating to the failure to pay the Claims promptly and subsequent enforced collection of same; and

WHEREAS, the Municipality desires to exercise all such legal authority in order to encourage timely payment and collection of Claims, and to reduce, if not eliminate, the expense associated with Servicing of its Claims and enforced collection of same; and

WHEREAS, the Municipality desires to repeal any prior Ordinances which are inconsistent herewith.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania, as follows:

Article I - Short Title

This Ordinance shall be known as the Tax, Tax Claim, Tax Lien, Municipal Claim and Municipal Lien Attorney Fees and Servicing Charges, Expenses and Fees Ordinance.

Article II - Expenses Approved

Section 1. Title Search

In any enforcement proceeding, the actual cost of a title search in an amount not to exceed \$250.00 shall constitute a reasonable expense for each title search necessary for the initiation of each proceeding and compliance with Pa. R.C.P. 3129. The sum not to exceed \$50.00 shall constitute a reasonable expense for each bring down or update of the title search in connection with entry of judgment, issuance of execution, listing for sale, or other action.

Section 2. Actual out-of-pocket expenses in connection with any enforcement action, such as for postage, non-Sheriff's service of process, investigation of the whereabouts of interested parties and other necessary expenses shall constitute reimbursable expenses as part of each Claim recovered.

Article III - Attorney Fees Approved

Section 1. Flat Fee Matters

The following schedule of Attorney fees is hereby adopted and approved as reasonable Attorney fees pursuant to Act 1 and Act 20 for all matters described, which fees shall be awarded to the Municipality, its agents, counsel or assigns in each action initiated pursuant to the Act for the collection of unpaid Claims. The property owner's obligation to pay the full amount of the flat fee for each phase of each action shall accrue upon the initiation of any aspect of each phase. The full amount of each flat fee for each prior phase of the proceeding shall carry over and be due on a cumulative basis together with the flat fee for each subsequent phase.

A. Filing or Municipal Claim - The Sum of \$150.00 shall constitute reasonable Attorney fees for the preparation and filing of a Municipal Claim as defined under the Act.

B. Title Search - The actual cost of a title search in an amount not to exceed \$250.00 shall constitute a reasonable expense for the title search necessary for the initiation each proceeding and compliance with Pa. R.C.P. 3129. The sum not to exceed \$40.00 shall constitute a reasonable expense for each bring down or update of the title search.

C. Preparation and Service of Writ of Scire Facias or Complaint in Assumpsit as provided in the Act- The sum of \$450.00 shall constitute reasonable Attorney fees for the initiation of each proceeding and shall include preparation and filing of the Praecipe for Writ of Scire Facias or Complaint in Civil Action, Sheriff's direction for service, Notice pursuant to Pa. R.C.P. §237.1 and the preparation and filing of the Praecipe to Settle and Discontinue the proceeding. The above does not include:

1. Federal Tax Liens, Judgments and Mortgages - Where there are federal tax liens, federal judgments, federal mortgages or other record federal interests, the sum of \$200.00 shall constitute reasonable Attorney fees for all matters necessary to properly notify and serve the United States with all required additional Notice and the presentation of related motions to Court.
2. Alternative Service of Legal Pleadings - In the event that a Special Order of Court is necessary to serve original process or any other pleading, notice, court

order or other document, the following amounts shall constitute reasonable attorney fees as follows:

- a. Investigation of Defendant(s) whereabouts and preparation of Affidavit of Diligent Search - \$100.00
- b. Preparation and Presentation of Motion for Alternative Service, and delivery of the Order of Court, along with appropriate directions to the Sheriff for service - \$200.00

D. Entry of Judgment - The Sum of \$225.00 shall constitute reasonable Attorney fees in connection with entry of judgment which shall include preparation and filing of the Praeipe to Enter Judgment, Notices of Judgment, Affidavit on Non-Military Status, and the Praeipe to Satisfy Judgment.

E. Writ of Execution - Sheriff's Sale of Property or Execution Upon Assumpsit Judgment - The sum of \$700.00 shall constitute reasonable Attorney fees for preparation of all documents necessary for each execution upon any judgment pursuant to the Act. This sum shall include the preparation and filing of the Praeipe for Writ of Execution, all Sheriff's documents, preparation and service of Notices of Sheriff's Sale, staying the writ of execution, and attendance at one (1) Sheriff's Sale.

1. Postponements - The sum of \$100.00 shall constitute reasonable Attorney fees for each continuance of Sheriff's Sale at the request of the Defendant.

F. Sale Pursuant to §31 of the Act, 53 P.S. §7281 - The Sum of \$700.00 shall constitute reasonable Attorney fees for the sale of property pursuant to §31 of the Act, 53 P.S. §7281, including preparation and service of necessary documents, court appearances, attendance at Sale and preparation of proposed schedule of distribution of the proceeds realized from such Sale.

G. Sale Pursuant to §31.1 of the Act, 53 P.S. §7282 - The Sum of \$500.00 shall constitute reasonable Attorney fees for a sale of property pursuant to §31.1 of the Act, 53 P.S. §7282, including the preparation of necessary documents, service, court appearances, and the preparation of proposed Sheriff's Schedule of Distribution.

H. Installment Payment Agreement - The sum of \$150.00 shall constitute reasonable Attorney fees for the preparation of each written installment payment agreement.

I. Motions - The sum of \$200.00 shall constitute reasonable Attorney fees for the preparation, filing, and presentation of motions, other than for alternative service, which shall include, but are not limited to, Motions to reassess damages, Motions to amend caption, Motions to continue the Sheriff's Sale.

Section 2.

Hourly Rate Matters

The following schedule of Attorney fees is hereby adopted and approved as reasonable Attorney fees pursuant to Act 1 and Act 20, which fees shall be awarded to the Municipality, its agents, counsel or assigns as compensation in all contested matters, and in all other matters not specifically referenced in Article III, Section 1, above, undertaken in connection with the collection of Claims:

A.	Senior Attorneys (practicing law for 10 years or more)	\$185.00 per hour
B.	Junior Attorneys (practicing laws for less than 10 years)	\$160.00 per hour
C.	Paralegals	\$100.00 per hour
D.	Law Clerks	\$ 65.00 per hour

each as recorded and charged in units of 1/10th of an hour for all time devoted to enforcement and collection of the Municipality's Claims. Counsel, whether duly employed or duly appointed by the Municipality, its agents or assigns, shall not deviate from this fee schedule absent a subsequent Ordinance amending the same. Hourly rate matters include, but are not limited to, any matters where any defense, objection, motion, petition or appearance is entered in any phase of any proceeding by or on behalf of any Defendant or other interested party.

Article IV - Procedure

- A. Required Notice: The Notice required by the Act, as amended, 53 P.S. §7106, shall be provided in accordance therewith and shall be incorporated into an appropriate delinquency notice or notices sent by the Municipality, its agent, counsel or assigns.
- B. Fees to be Accrued and Claims to be Filed: Fees shall accrue for all efforts in collection after the 30th day after the Notice, or after the 10th day of any required Second Notice under the Act, as amended, 53 P.S. §7106, on all accounts referred to counsel for enforcement. Fees accumulated as a result of enforced collection shall be certified by duly appointed counsel for the Municipality authorized to pursue collection of Claims pursuant to the Act, or by counsel for the Municipality's agents or assigns and, if not collected in due course with the debt as by voluntary payment, shall be included in any Claims filed on behalf of the Municipality or by its agents or assigns in the course of enforcement including any Claims originally filed with the Prothonotary, any Claims filed with the Sheriff or in any other Claims filed or statements provided where Attorney fees are due.
- C. The amount of fees determined as set forth above shall be added to and become part of the Claim or Claims in each proceeding as provided by the Act and as provided herein.

Article V - Servicing Charges, Expenses and Fees Approved

- A. The following schedule of charges, expenses and fees (hereinafter collectively referred to as "Servicing Fees") is hereby approved and adopted by the Municipality pursuant to §1, §2, and §3 of the Act of May 16, 1923, as amended, 53 P.S. §§7101, 7103 and 7106, which amounts are the direct result of each person's or property's failure to pay Claims promptly. The Servicing Fees established, assessed, and collected hereunder shall be in addition to the record costs, Article III Attorney fees and Article II. Expenses associated with legal proceedings initiated by or on behalf of the Municipality to collect its Claims.
- B. Servicing of a Claim or Claims may result in voluntary payment without the initiation of enforcement proceedings. It is the intent of this Article V to pass the cost of servicing on to the delinquent person or property as part of each Claim. The recovery of Servicing Fees established herein shall not be contingent upon the initiation of enforcement proceedings. However, such Servicing Fees are due even where enforcement proceedings are initiated. The purpose of this Section is to pass the cost and expense associated with delinquent collection on

to the delinquent person or property and to make the Municipality whole on all Claims collected.

- C. Schedule - The following Schedule of Fees shall constitute reasonable and appropriate Servicing Fees for each indicated service. The Servicing Fees shall be added to and become part of the Municipality's Claims, together with the face, penalties, interest, costs and Attorney fees and shall be payable in full before the discharge or satisfaction of any claim. The Schedule of Fees is separate and distinct from any amounts imposed by the Sheriff, Prothonotary, Court or any other public office in connection with the collection of the Municipality's Claims.

A.	Assignments	\$ 5.00 per Claim;
B.	Filing Tax Liens	\$ 5.00 per Item;
C.	Satisfactions	\$ 5.00 per Claim;
D.	Tax Claim Revivals (i.e. S&A)	\$10.00 per Claim;
E.	Municipal Claim Revivals	\$15.00 per Claim;
F.	Municipal Claim / Short Title Examination	\$35.00 per Claim;
G.	Docket Service Fees	\$ 1.75 per Item;
H.	Sheriff Sale Claim Certificates	\$50.00 per Case;
I.	Claim Certifications	\$10.00 per Year;
J.	Postage	Actual Cost
K.	Servicing including Staffing, Computers, Office Space, Telephones, Equipment, and Materials	5% of Gross Collections \$100.01 & Over 10% of Gross Collections \$100.00 & Under

Article VI - Effective Date and Retroactivity

- A. This Ordinance shall take effect on the date of enactment set forth below and with respect to Attorney fees pursuant to Articles III and IV shall apply to all taxes, tax claims, tax liens, municipal claims, municipal liens, Writs of Scire Facias, Judgments or Executions filed on or after December 19, 1990, or as otherwise provided by law.
- B. In no event shall the Municipality's right to charge and collect reasonable Attorney fees pursuant to Article III of this Ordinance be impaired by the fact that any Claim may also include an Attorney commission of five percent (5%) for Claims filed prior to December 19, 1990. Any Attorney fees assessed and collected under this or any prior Ordinances pursuant to Act 1 shall be in addition to any five percent (5%) commission previously included in any Claim or judgment thereon.
- C. Attorney fees and expenses incurred in pending enforcement proceedings prior to the effective date of this Ordinance, pursuant to any prior Ordinances adopted under Act 1, but not collected, shall remain due and owing in accordance therewith, and shall be incorporated in any future statement, Claim, pleading, judgment, or execution. Attorney fees and expenses in any pending or new action incurred after the effective date of this Ordinance shall be incurred, charged, and collected in accordance with the schedules and procedures set forth in this Ordinance.
- D. The charges, expenses and fees set forth in Article V of this Ordinance relate to all unpaid

Claims in favor of the Municipality, its agents and assigns, and shall be retroactive to the date of each Claim.

Article VII - Assignment

The Municipality assigns the provisions of this Ordinance to any assignee of its Claims unless the assignment limits the assignee's ability to collect such amounts. The Municipality and its duly authorized agents and their counsel shall retain all rights to charge reasonable Attorney fees, charges, expenses, and fees in accordance with the provisions of this Ordinance in actions commenced under the Act and for Servicing any Claims retained by the Municipality.

Article VIII - Severability

If any one or more of the provisions or terms of this Ordinance shall be held invalid for any reason whatsoever, then, such provision or terms shall be deemed severable from the remaining provisions or terms of this Ordinance to the maximum extent possible and shall in no way affect the validity or enforceability of any other provisions hereof.

Article IX - Repealer

All prior Ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED and ENACTED this 11th day of February 2004

BY: _____

Kenneth J. Wolf, Secretary/Manager

BY: _____

Daniel M. Daugherty, President
Town Council of the Borough of West View

EXAMINED and APPROVED this 11th day of February 2004

BY: _____

Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE # 1418

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, EXERCISING THE OPTION TO ADMINISTER THE PENNSYLVANIA CONSTRUCTION CODE ACT.

WHEREAS, the purpose of this Ordinance is to promote the general health, safety and welfare of the Citizens of this Municipality and to conform to the requirements of the Pennsylvania Construction Code Act and regulations to the Act promulgated by the Pennsylvania Department of Labor and Industry (hereinafter sometimes collectively referred to as the "Code"); and

WHEREAS, the Pennsylvania Construction Code Act requires the enactment of an appropriate Ordinance by Municipalities electing to administer and enforce the Building Code provisions of the Code.

NOW, THEREFORE, it is hereby ENACTED and ORDAINED as follows:

1. The Municipality hereby elects to administer and enforce the provisions of the Pennsylvania Construction Code Act, Act 45 of 199, 35 P. S. §§7210.101-7210.1103, as amended from time to time, and its regulations.
2. The Uniform Construction Code, contained in 34 Pa. Code, Chapters 401-405, as amended from time to time, is hereby adopted and incorporated herein by reference as the Municipal Building Code of this Municipality.
3. Administration and enforcement of the Code within this Municipality shall be undertaken in any of the following ways as determined by the governing body of this Municipality from time to time by Resolution:
 - a. By the designation of an employee of the Municipality to serve as the Municipal Code Official to act on the behalf of the Municipality;
 - b. By the retention of one or more construction code officials or third party agencies to act on behalf of the Municipality;
 - c. By agreement with one or more other Municipalities for the joint administration and enforcement of this Act through an Intermunicipal agreement;
 - d. By entering into a contract with another Municipality for the administration and enforcement of this Act on behalf of this Municipality;
 - e. By entering into an agreement with the Pennsylvania Department of Labor and Industry for plan review, inspections and enforcement of structures other than one-family or two-family dwelling units and utility and miscellaneous use structures.

4. A Board of Appeals shall be established by Resolution of the governing body of this Municipality in conformity with the requirements of the relevant provisions of the Code, as amended from time to time, and for the purposes set forth therein. If at any time enforcement and administration is undertaken jointly with one or more other Municipalities, said Board of Appeals shall be established by joint action of the participating Municipalities.
5.
 - a. All Building Code Ordinances or portions of Ordinances which are adopted by this Municipality on or before July 1, 1999, and which equal or exceed the requirements of the Code shall continue in full force and effect until such time as provisions fail to equal or exceed the minimum requirements of the Code, as amended from time to time.
 2. All Building Code Ordinances or portions of Ordinances which are in effect as of the effective date of this Ordinance and whose requirements are less than the minimum requirements of the Code are hereby amended to conform with the comparable provisions of the Code.
 3. All relevant Ordinances, regulations and policies of this Municipality not governed by the Code shall remain in full force and effect.
6. Fees assessable by the Municipality for the administration and enforcement undertaken pursuant to this Ordinance and the Code shall be established by the governing body by Resolution from time to time.
7. This Ordinance shall be effective five days after the date of passage of this Ordinance.
8. If any section, subsection, sentence, or clause of this Ordinance is held, for any reason, to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Ordinance.


ORDAINED and ENACTED this 9th day of June 2004

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 9th day of June 2004

BY: 
Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1419

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING ALLEGHENY COUNTY HEALTH DEPARTMENT TO ENFORCE ACT 45 OF 1999 RELATIVE TO PLUMBING INSPECTIONS AND APPEALS REQUIRED BY THE PENNSYLVANIA CONSTRUCTION CODE ACT.

WHEREAS, the Commonwealth of Pennsylvania has adopted the Uniform Construction Code which shall be applicable to all Municipalities within the Commonwealth of Pennsylvania, and

WHEREAS, the Pennsylvania Department of Labor and Industry has established the appropriate rules and regulations to implement the Uniform Construction Code, and

WHEREAS, the Borough of West View in the past availed itself of the services of the Allegheny County Health Department and is desirous of continuing this relationship and in compliance with said regulations authorizes Allegheny County Health Department to enforce the provisions of the Uniform Construction Code relating to plumbing inspections and appeals, in conformity with the requirements of the relevant provisions of the Code, as amended from time to time, and for the purposes set forth therein.

NOW, THEREFORE, it is hereby ordained by the Members of the Town Council of the Borough of West View that the Allegheny County Health Department shall be authorized to enforce the provisions of Act 45 of 1999 relative to plumbing inspections and shall be authorized to hear appeals from Allegheny County Health Department administration and inspector decisions.

ORDAINED and ENACTED this 9th day of June 2004

BOROUGH OF WEST VIEW

BY: 

Kenneth J. Wolf
Secretary/Manager

BY: 

Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 9th day of June 2004

BY: 

Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE # 1420

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, ENACTED PURSUANT TO THE INTERGOVERNMENTAL COOPERATION ACT, 53 Pa.C.S. §2301, et. Seq., AUTHORIZING THE BOROUGH OF WEST VIEW TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN ANY OR ALL OF THE MUNICIPALITIES OF THE BOROUGH OF BRADFORD WOODS, THE BOROUGH OF ETNA, THE BOROUGH OF FOX CHAPEL, THE BOROUGH OF FRANKLIN PARK, THE TOWNSHIP OF HAMPTON, THE TOWNSHIP OF INDIANA, THE TOWNSHIP OF MARSHALL, THE TOWN OF MCCANDLESS, THE BOROUGH OF MILLVALE, THE TOWNSHIP OF O'HARA, THE TOWNSHIP OF OHIO, THE TOWNSHIP OF PINE, THE TOWNSHIP OF RESERVE, THE TOWNSHIP OF RICHLAND, THE TOWNSHIP OF ROSS, THE TOWNSHIP OF SHALER, THE BOROUGH OF SHARPSBURG, THE TOWNSHIP OF WEST DEER, THE BOROUGH OF WEST VIEW AND THE NORTH HILLS COUNCIL OF GOVERNMENTS TO ESTABLISH THE NORTH HILLS COUNCIL OF GOVERNMENTS MUNICIPAL APPEALS BOARD; AND REPEALING ALL INCONSISTENT ORDINANCES.

Be it ORDAINED and ENACTED and it is hereby ORDAINED and ENACTED by the Town Council of the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania:

- Section 1. AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL COOPERATION AGREEMENT. Pursuant to the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, et. Seq., the Town Council of the Borough of West View is hereby authorized to enter into a joint intergovernmental cooperation agreement with any or all of the Municipalities of the Borough of Bradford Woods, the Borough of Etna, the Borough of Fox Chapel, the Borough of Franklin Park, the Township of Hampton, the Township of Indiana, the Township of Marshall, the Town of McCandless, the Borough of Millvale, the Township of O'Hara, the Township of Ohio, the Township of Pine, the Township of Reserve, the Township of Richland, the Township of Ross, the Township of Shaler, the Borough of Sharpsburg, the Township of West Deer, the Borough of West View, (hereinafter "the Member Municipalities"), and the North Hills Council of Governments (hereinafter "the NHCOG"), to establish the North Hills Municipal Appeals Board.
- Section 2. AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL COOPERATION AGREEMENT. The proper Officers of the Borough of West View are hereby authorized to take any and all steps necessary to execute an Intergovernmental Cooperation Agreement by and between the member Municipalities, to effectuate the authorization granted by this Ordinance.
- Section 3. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT. The conditions of the Intergovernmental Cooperation Agreement are those conditions set forth therein, a copy of which is attached hereto and made a part hereof as Exhibit "1".

- Section 4. **DURATION AND TERM.** The Intergovernmental Cooperation Agreement shall be effective for two years commencing August 1, 2004, and will remain in effect on a year-to-year basis thereafter, until renewed, amended or terminated as set forth in the Intergovernmental Cooperation Agreement by and between the member Municipalities.
- Section 5. **PURPOSE AND OBJECTIVES.** The purpose and objectives of the Intergovernmental Cooperation Agreement are those purposes and objectives set forth therein.
- Section 6. **POWERS AND SCOPE OF AUTHORITY DELEGATED.** The NHCOC is hereby authorized to manage Municipal Appeals Board as set forth in the Intergovernmental Cooperation Agreement and the ByLaws of the Appeals Board.
- Section 7. **MANNER AND EXTENT OF FINANCING.** The manner and extent of financing of the Municipal Appeals Board shall be as agreed upon by the member Municipalities as set forth in the ByLaws of the Municipal Appeals Board.
- Section 8. **ORGANIZATIONAL STRUCTURE.** The organizational structure of the Association authorized by this Ordinance shall be the organizational structure set forth in the ByLaws between the member Municipalities.
- Section 9. **ACQUISITION, MANAGEMENT AND DISPOSAL OF PROPERTY.** The acquisition, management and disposal of property is set forth in the Intergovernmental Cooperation Agreement.
- Section 10. **POWER TO ENTER INTO CONTRACTS.** The NHCOC Municipal Appeals Board is not authorized to enter into contracts.
- Section 11. **SEVERABILITY.** If a final decision of a court of competent jurisdiction holds any provision of this Ordinance, or the application of any provisions of any circumstances of this Ordinance to be illegal or unconstitutional, the other provisions of this Ordinance or the application of such provision to other circumstances, shall remain in full force and effect. The intention of the Town Council of the Borough of West View is that the provisions of this Ordinance shall be severable and that this Ordinance would have been adopted if any such illegal or unconstitutional provisions had not been included.
- Section 12. **AUTHORITY.** This Ordinance is adopted pursuant to the powers and authority of the Intergovernmental Cooperation Act, 53 Pa.C.S. §2305.
- Section 13. **CONFLICT WITH OTHER ORDINANCES.** Any Ordinances or parts of Ordinances, conflicting with the provisions of this Ordinance be and the same are hereby repealed so far as the same affects this Ordinance; however, such repeal shall not affect any act done or any right, liability or violations accrued under any such Ordinance herein repealed or superseded and all such rights, liabilities and violations shall continue and may be enforced in the same manner as if such repeal or supersession had not been made but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Section 14. AFFIRMATION OF OTHER INTERGOVERNMENTAL COOPERATION AGREEMENT. All provisions of all other Intergovernmental Cooperation Agreements between the member Municipalities, not conflicting with the provisions hereof, are ratified and affirmed.

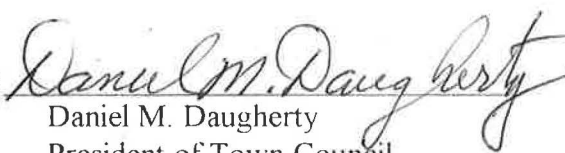
Section 15. EFFECTIVE DATE. The provisions of this Ordinance shall be effective immediately and shall remain effective until repealed.

ORDAINED and ENACTED into Law this 14th day of July 2004.

ATTEST:

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 14th day of July 2004.

BY: 
Richard E. Powell, Mayor

APPROVED as to form:

BY: _____
Fred E. Baxter, Solicitor

INTERGOVERNMENTAL COOPERATION AGREEMENT

Establishing a Municipal Appeals Board

BY AND BETWEEN

The Borough of Bradford Woods

The Borough of Etna

The Borough of Fox Chapel

The Borough of Franklin Park

The Township of Hampton

The Township of Indiana

The Township of Marshall

The Town of McCandless

The Borough of Millvale

The Township of O'Hara

The Township of Ohio

The Township of Pine

The Township of Reserve

The Township of Richland

The Township of Ross

The Township of Shaler

The Borough of Sharpsburg

The Township of West Deer

The Borough of West View

and

The North Hills Council of Governments.

WITNESSETH:

WHEREAS, the Borough of Bradford Woods, the Borough of Etna, the Borough of Fox Chapel, the Borough of Franklin Park, the Township of Hampton, the Township of Indiana, the Township of Marshall, the Town of McCandless, the Borough of Millvale, the

Township of O'Hara, the Township of Ohio, the Township of Pine, the Township of Reserve, the Township of Richland, the Township of Ross, the Township of Shaler, the Borough of Sharpsburg, the Township of West Deer, the Borough of West View, (hereinafter "the member municipalities"), and the North Hills Council of Governments (hereinafter "the NHCOC"), each has agreed to participate fully in the NHCOC Municipal Appeals Board through an Intergovernmental Cooperation Agreement (hereinafter "ICA").

NOW THEREFORE, in consideration of the mutual promises contained herein, the member municipalities hereto, intending to be legally bound, hereby agree as follows:

1. **Conditions of the Intergovernmental Cooperation Agreement.** The conditions of the ICA are those conditions set forth herein.
2. **Amendment of Intergovernmental Cooperation Agreement.** This ICA may be amended by the member municipalities hereto at anytime hereafter by the execution of an addendum in writing signed by each member municipality. Any waiver by any member municipality of any provision hereof shall be valid only if set forth in an Instrument in writing signed on behalf of such member municipality.
3. **Duration of the Intergovernmental Cooperation Agreement.** The within ICA shall be effective for two years commencing August 1, 2004, and shall remain in effect on a year-to-year basis thereafter, until amended or terminated by a member municipalities. Any member municipality may elect to discontinue participation in the within ICA by adopting an Ordinance and by providing the NHCOC Board of Directors one-hundred and eighty days (180) days written notice of such election to discontinue.
4. **Purpose and Objectives of the Intergovernmental Cooperation Agreement.** The purpose and objectives of the within ICA are to establish a Municipal

Appeals Board for the purposes and powers as stated as stated in the Pennsylvania Construction Code Act, 35 P.S. § 7210.501, as amended, as well as the Rules and Regulations of the Department of Labor and Industry, Part XIV, Uniform Construction Code, Title 34, Chapter 403, Administration, Board of Appeals, or any successor legislation or Rules and Regulations.

6. **Powers and Scope of Authority Delegated.** The NHCOC Municipal Appeals Board herein established by the NHCOC and each member municipality shall hear and rule on appeals, requests for variances and requests for extensions of time under the Uniform Construction Code which appeal shall be based on a claim that the true intent of the Pennsylvania Construction Code Act (35 P.S. §§ 7210.101 - 7210.1103), (hereinafter "the Act"), or the Uniform Construction Code has been incorrectly interpreted, the provisions of the Act or Uniform Construction Code do not fully apply or an equivalent form of construction is to be used. The Municipal Appeals Board of the NHCOC to be created may not act upon appeals, requests for variance or requests for extension of time relating to accessibility under the Act. Requests for variances, extensions of time and appeals relating to accessibility shall be filed by an owner with the Accessibility Advisory Board under 34 Pa.Code § 403.142. Furthermore, the Municipal Appeals Board shall not act upon any appeal filed with respect to Article XV of the Allegheny County Health Department Rules and Regulations which incorporates the International Plumbing Code and Chapters 25 through 32 of the International Residential Code and all such appeals shall be conducted by the Allegheny County Health Department in accordance with Article XI of the Allegheny County Health Department Rules and Regulations.

7. **Manner and Extent of Financing.** The manner and extent of financing this ICA shall be that financing as set forth in the By-Laws of the NHCOC Municipal

Appeals Board approved by the member municipalities.

8. **Organization Structure Necessary to Implement the Agreement.** The organizational structure necessary to implement the within ICA shall be that organizational structure as set forth in the By-Laws of the NHCOC Municipal Appeals Board approved by the member municipalities.

9. **Manner of Acquisition and Management of Real Estate and Personal Property.** The member municipalities do not presently contemplate that real or personal property will be acquired, manages, licensed or disposed of. If in the future it becomes necessary or advisable for the member municipalities to acquire, manage, license or dispose of real or personal property, it shall be as agreed upon by the member municipalities.

10. **Group Insurance and Insurance Benefits Including Social Security.** Since the member municipalities do not presently contemplate having any employees, the entity hereby created shall not be empowered to enter into contracts for policies of group insurance and employee benefits including Social Security. If in the future it becomes necessary or advisable for the member municipalities to have employees, insurance and benefits for employees shall be as agreed upon by the member municipalities.

IN WITNESS WHEREOF, the NHCOC and the member municipalities have caused this agreement to be executed by their duly authorized respective appropriate officers this _____ day of _____, 2004.

NORTH HILLS COUNCIL OF GOVERNMENTS
RESOLUTION 06-04

Whereas, the State of Pennsylvania has adopted the Pennsylvania Construction Code Act (35 P.S. 7210.5010), as amended; as well as the implementing rules and regulations of the State Department of Labor and Industry (Part XIV, Uniform Construction Code, Title 34, Chapter 403, Administration, Board of Appeals, as amended);

Whereas, the regulations permit and encourage intergovernmental cooperation with regard to the requirement for a Municipal Board of Appeals that shall hear and rule on appeals, requests for variances and requests for extensions of time under the uniform construction code;

Whereas, the North Hills Council of Governments, hereinafter referred to as NHCOG, is a non-profit corporation properly recorded with the Pa. Department of State and meets all the requirements of the Pennsylvania Intergovernmental Cooperation Act of 1972, as amended;

Whereas, the adopted bylaws of the NHCOG direct that the organization act in concert with its municipal membership to effectuate more effective and efficient local government services through the administration of cooperative projects, programs, and activities among its members;

Whereas, a number of member municipalities have expressed an interest in participating in a multi-municipal (U.C.C.) appeals board organized and administered by the NHCOG;

Now Therefore, Be it Resolved by the Executive Board of the North Hills Council of Governments that the attached document entitled: **BYLAWS OF THE NORTH HILLS COUNCIL OF GOVERNMENTS MUNICIPAL APPEALS BOARD**, as drafted by the NHCOG solicitor and revised in accordance with review by the Managers' Advisory Committee; consisting of ten pages; numbered Article One through Article Thirteen are hereby adopted by a vote of the NHCOG Executive Board this _____ day of _____ 2004 and are hereby directed to be forwarded to all participating municipal members for individual municipal ratification by July 31, 2004.

Be It Further Resolved, that the attached document entitled: **INTERGOVERNMENTAL COOPERATION AGREEMENT; Establishing a Municipal Appeals Board By and Between (member municipalities) and the NHCOG**, consisting of four pages; numbered Section One through Section Ten and related signatory pages, is hereby accepted as the overall governing terms and

83

conditions by and between participating member municipalities and the NHCOC in effectuating the necessary operation and administration of the NHCOC MUNICIPAL APPEALS BOARD, and is also directed to be forwarded to all participating municipalities for individual municipal approval by July 31, 2004. Be it further resolved, that the attached Municipal Ordinance, consisting of four pages; numbered Sections One through Fifteen, which gives municipal authorization to enter into the aforesaid cooperation agreement, be forwarded for subsequent execution by each participating municipality; in accordance and simultaneously with the above noted documents.

ADOPTED THIS 14 DAY OF July 2004.

BY:

Daniel M. Daugherty
President

ATTEST:

DA MUA
Secretary

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1421

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW AUTHORIZING THE RETENTION OF AN INDEPENDENT CONTRACTOR TO HANDLE THE BUILDING CODE, INSPECTIONS AND PLAN REVIEW OF THE PENNSYLVANIA UNIFORM CONSTRUCTION CODE (ACT 45), WITHIN THE BOROUGH AND AUTHORIZING THE ENTRANCE INTO A CONTRACT FOR SAID SERVICES AND ESTABLISHING FEES FOR SAID SERVICE.

WHEREAS, the Borough of West View elected to exercise the option to administer the Pennsylvania Uniform Construction Code Act 45 (PA-UCC).

WHEREAS, the PA-UCC is a complex and all encompassing Code requiring special enforcement knowledge and skill, and

WHEREAS, the Town Council believes it to be in the best interest of the Borough to have the PA-UCC enforced for commercial and residential property by experts in the industry, in order to promote the general health, safety and welfare of the Citizens of this Municipality, and

WHEREAS, it is necessary to establish fees for the payment of said services and enter into a contract for provisions of said services,

NOW, THEREFORE, it is hereby ENACTED and ORDAINED as follows:

- Section 1. All Commercial and Residential property in the Borough of West View being altered, repaired or constructed as defined under the PA-UCC shall be subject to permitting, plan review and inspection by the Borough of West View and Building Inspection Underwriters, Incorporated. Failure to have said permitting, plan review and inspection shall subject the offender to the same penalties already provided for under the Ordinances previously enacted, or by statute, whichever is greater.
- Section 2. The proper officers of the Borough are hereby authorized to enter into any agreements necessary to effectuate the provisions of this Ordinance.
- Section 3. The fees attached here to as Exhibit A shall be charged for the services rendered. The disposition of these fees shall be as determined by the contractual agreement between the Borough and Building Inspection Underwriters, Incorporated.
- Section 4. Any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 14th day of July 2004.

BOROUGH OF WEST VIEW

BY: 

Kenneth J. Wolf, Secretary/Manager

BY: 

Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 14th day of July 2004.

BY: 

Mayor Richard E. Powell

AGREEMENT BETWEEN
The Borough of West View and
 BUILDING INSPECTION UNDERWRITERS, INC.

THIS AGREEMENT made this day of , 2004
 by and between Building Inspection Underwriters, Inc., a Delaware
 corporation with its principal place of business at 302 E. Pennsylvania Ave.
 Feasterville, PA. 19053 and the *Borough of West View*.

WHEREAS, Building Inspection Underwriters, Inc. is engaged in the
 business of inspections of all types of construction, and

WHEREAS, the *Borough of West View* having appointed
 Building Inspection Underwriters, Inc. as a building code official for the
The Borough of West View and is desirous that Building Inspection
 Underwriters, Inc. perform such inspections as shall be assigned to it in
 accordance with the terms of this Agreement.

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

1. Building Inspection Underwriters, Inc. hereby agrees that it will
 perform its services in cooperation with the township code enforcement officer
 and coordinate all Code Enforcement Activities under his or her supervision.

2. It is hereby agreed by the parties hereto that Building
 Inspection Underwriters, Inc. shall be authorized to perform such review
 of construction plans and the inspection of construction with respect to the
 alteration and renovation of existing structures and erection of new structures
 in the *Borough of West View* in conformity with all the *Borough of West View*
 adopted regulations and codes for:

BUILDING ELECTRIC MECHANICAL
CODE ENFORCEMENT PLAN REVIEW FIRE INSPECTIONS

3. The fees to be charged by Building Inspections Underwriters, Inc. for
 inspections performed hereunder shall be in accordance with Exhibit "A". The
Borough of West View shall reimburse Building Inspection Underwriters, Inc.
 on a monthly basis within twenty (20) days of receipt of a statement and completed
 voucher for such services.

36

4. It is understood and agreed by and between the parties that all changes heretofore referenced in Exhibit "A" hereto are firm and are not subject to any increase modifications during the term of this contract.

5. If any clause, sentence, paragraph or section of this Agreement be adjudged invalid, such judgment shall not affect, impair or invalidate the remainder.

The term of this Agreement shall be for three (3) years, commencing on the _____ day of _____, 2004, and will be automatically renewed under the identical status unless either party furnishes a thirty (30) day written notice to terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Accepted for the *Borough of West View*

BY: _____ Title: _____
Authorized Representative

ATTEST: _____

Accepted by Building Inspection Underwriters, Inc.

BY: _____ Title: _____

ATTEST: _____

COMPANY PROFILE

For over forty years, Building Inspection Underwriters, Inc. and its affiliate, Middle Atlantic Electrical Inspections, Inc. have been providing quality, multi-faceted construction inspections and plan review services on behalf of municipalities within the states of Pennsylvania, Delaware, New York and New Jersey

Our highly qualified licensed/certified plan reviewers and inspectors are proficient in performing both residential building inspections and extremely specialized inspections that are commonly associated with industrial and/or commercial properties. These include high rise structures and hazardous locations. Company mandated professional standards of competency are assured through our inspectors' on-going participation in code update seminars and continuing education college courses.

Building Inspection Underwriters, Inc. services have been utilized by many state and federal agencies such as the Department of Building and Construction, Department of Transportation, NJ Department of Defense, NJ Transit Rail Operations, Turnpike Authority, Department of Housing and Urban Development to name a few.

Over the years, our inspectors have served in several industry related organizations such as: International Association of Electrical inspectors, NFPA, BOCA International, SBCCI, Pennsylvania Building Official Association, Commonwealth Building Officials and Eastern States Building Officials to name a few. Like wise our inspectors have held executive positions in these organizations.

PERSONNEL SCREENING

Upon employment application, potential personnel are required to disclose any and all background, which, by nature, may be contrary to public trust. In addition, the employment application grants Building Inspection Underwriters, Inc., the right to perform background verification. In the event of employment, new personnel are assigned to a specific staff inspector who is qualified to evaluate performance pertaining to credentials, experience and professional attitude. When our standards have been met, the employee is placed with a municipality under close supervision for a six-month probationary period.

TECHNICAL SERVICES

Building Inspection Underwriters, Inc. has established a Research and Reference Department, which maintains and has access to an extensive collection of up-to-date manuals and reports relevant to the construction industry. Any inspector, who, in the course of his or her duties, requires technical information, need only telephone our research and Reference Department. Depending on the urgency of the matter, the necessary material will be sent via mail, fax, e-mail or courier. In addition, this department also has the ability to provide information and guidance essential for the adoption of municipal codes.

EDUCATION

Building Inspection Underwriters, Inc. conducts code classes through National Training Institute (NTI). NTI is a nationally approved provider of continuing educational units. These seminars are available on various technical and administrative topics.

Educational requirements for our personnel are met by attending seminars conducted by either NTI, BOCA or attending any pre-approved college code construction course.

DATA MANAGEMENT

Building Inspection Underwriters, Inc. has the technical expertise to implement a computer system along with peripherals in the construction enforcement department. We have developed a software program that is tailored for the activities associated with a construction enforcement department.

A demonstration of the total system can be conducted at your facility or viewed at one of the several construction offices where the system is installed and operating.

WEB SITE

Building Inspection Underwriters' web site is presently available at www.biupa.com. All Pennsylvania State Construction Code regulations are available at or through our site along with links for education and technical information. It is our plan to offer the construction industry a format to ask questions and to serve as an educational tool to them.

OFFICE LOCATIONS

Building Inspection Underwriters, Inc. currently has Pennsylvania regional offices in the cities of Pittsburgh, Erie, Scranton and Harrisburg along with our executive office in Bucks County. We will be adding additional regional offices to serve the construction industry as the need presents itself.

UNIQUE FEATURES PROVIDED BY BIU

Building Inspection Underwriters, Inc. provided the following unique features to participating municipalities:

Permits on-line: Through our 48 years of experience we have found that applying for building permits is inconvenient for homeowners with prior commitments such as work or children. With this in mind BIU has made building permits on the Internet available to the public. This is an extremely easy process for both the homeowners and contractors to use.

Proto type handouts: In an effort to make this process as easy for homeowners as possible, BIU has developed a wide array of handouts for the public to use. This includes, but is not limited to: sheds, decks, finished basements, swimming pools and zoning. These are self-explanatory fill in the blank type documents.

Plan review on-line: Building plans may be submitted to reviewers electronically. Formats available are most current CAD and publishing programs. Using this process, plan reviews and corrections can be completed in less time.

Code assistance: A complete library of current codebooks and reference materials will be available for public use at the Construction Office.

Permits: BIU will provide all municipalities with the necessary permit applications, stickers and certificates at no charge.

SERVICES PROVIDED

Building Inspection Underwriters, Inc. is licensed by the State of Pennsylvania to provide the following services under the PA Uniform Construction Code:

- Accessibility Inspections and Plan Review
- Building/Structural Inspections and Plan Review
- Electrical Inspections and Plan Review
- Energy Conservation Inspections and Plan Review
- Fire Inspections and Plan Review
- Mechanical Inspections and Plan Review
- Plumbing Inspections and Plan Review

Building Inspection Underwriters Inc. will provide all the municipalities in the inter-municipal agreement with the managerial, inspection, plan review and administrative staff to ensure that all of the municipalities are fully compliant with the Pennsylvania Uniform Construction Code.

INSPECTION PROCESS

How will plans be recorded? When plans are received they will be date stamped and issued an electronic tracking number. This number will be used to track plans and permits from initial plan review through issuance of Occupancy Permit.

How will plans be reviewed? Plans will be turned over to the appropriate Plan Reviewer(s) after they have been recorded. Plans will then be reviewed and all correspondence recorded electronically.

How will corrections to the plans be handled? Plan review correction lists will be faxed or e-mailed to the designated contact person on the application. Minor corrections to plans can be handled by phone without any further correspondence.

How will inspections be scheduled? Inspections can be phoned into the Building Inspection Department secretary during normal office hours. Inspections may also be phoned into the Inspection Department during off hours and recorded by answering machine. As a backup, inspections can also be recorded at Building Inspection Underwriters Corporate office where they will be forwarded to the Building Department the following business day.

How will building permits be issued? Upon completion of and release of the plan review, the building department will contact either the owner or agent to inform them that their permit is ready to be picked up and what the cost of the permit is. When the permit is issued, one copy will be given to the

owner/agent for their records, one copy will be given to the inspector, one copy will be forwarded to the municipality for their records and the last copy will remain in the construction office. The inspector will take his copy with him to the job site to record the status of his inspections and also to note any deficiencies. After the Certificate of Occupancy is issued, the construction office copy will be forwarded to the County Tax Assessor's office.

How will occupancy permits be issued? Immediately after all final inspections are completed the construction office will type up a certificate of occupancy for the property. At that time either the owner can pick up the certificate or it can be mailed to the owner.

How will compliance with local ordinances be assured? Copies of all local ordinances will be kept in the Construction Office for the plans examiners review. A checklist of all municipal ordinances affecting the building department will be generated for the plans examiners to refer to when plans are being reviewed. If any questions or complications arise from the enforcement of local ordinances, the plans examiners will contact the municipality for guidance.

How will re-inspections be handled? When the contractor has completed the corrections listed on the inspection sticker or report he can call the project in for re-inspection. The inspector will take with him a copy of the building permit that will have the items to be corrected on the reverse side. There is no fee for re-inspections.

The time estimates that would be required to complete the following events:

Plan Review:

Residential plan review will be completed within three (3) working days.

Non-residential plan review will be completed within five (5) working
Days

Inspections:

Inspections will be performed within one (1) working day of being
requested.

Building Permit:

Building permits will be issued within one (1) day of plan review
approval.

Occupancy permits:

Occupancy permits will be issued within one (1) day of approved final
inspections.

INSURANCE

Building Inspection Underwriters, Inc. recognizes the necessity to maintain appropriate insurance coverage. Municipalities will be provided with a Certificate of Insurance listing them as a Certificate Holder.

Building Inspection Underwriters, Inc. maintains the following policies of insurance.

- | | |
|---|---------------|
| 1. Comprehensive General Liability | \$10,000,000. |
| 2. Professional Liability
(Errors & Omissions) | \$1,500,000. |
| 3. Worker's Compensation & Employers Liability | Statutory |
| 4. Automobile Liability | \$500,000. |

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED this _____ day of _____, in the
year 2004, between Building Inspection Underwriters, Inc. and *The Borough of West View*
that Building Inspection Underwriters, Inc. shall be liable for the inspection
activities of its inspectors while performing necessary inspections in *The Borough of West View*
It is further agreed that *The Borough of West View* shall not be held liable for said inspectors,
and Building Inspection Underwriters, Inc. shall, and does hereby indemnify and hold
harmless *The Borough of West View* from any activity conducted by Building Inspection
Underwriters, Inc., its employees, agent and contractors within *The Borough of West View*.

Building Inspection Underwriters, Inc.

WITNESS

BY: _____

Exhibit AInspections

BIU, Inc. and MAI, Inc. will perform inspections on all new permits for 75 % of the permit fee. This fee will include all plan review and inspections necessary for the completion of each permit.

Electrical Fee Schedule**Rough Wire Inspection**

1 to 25 outlets	\$30.00
each additional 25 outlets	20.00
or fraction thereof.	

Finish Wire Inspection

1 to 25 outlets	\$30.00
each additional 25 outlets	20.00
or fraction thereof.	

Service Meter Equipment

Up to 200 AMP	\$55.00
201 to 600 AMP	80.00
over 600 AMP.....per 100 AMP	15.00
each additional meter	10.00
Single Family Dwelling - not over 200 AMP	125.00
2 Trip Max	

Single Family Dwelling Alterations and Additions.....	95.00
2 Trip Max	

Single Family Dwelling Occupancy Safety and Repairs.....	65.00
1 Trip Max	

Range / Dryer	10.00
Electric Heater / Electric Hot Water	10.00
Garbage disposal / Dishwasher	10.00
Residential Air Condition	10.00

Swimming Pools / Hot Tubs

Above ground pools.....1 Trip Max.....	\$50.00
In ground pools.....2 Trip Max	125.00

Temporary Installations	55.00
-------------------------------	-------

Heating-Cooling-Transformers-Generators-Capacitors

Electric Furnaces, Welders, Motors, etc.

1 kw, hp or kva.....	\$10.00
1.1 to 20 kw, hp, kva.....	20.00
20.1 to 40 kw, hp, kva.....	40.00
40.1 to 75 kw, hp, kva.....	60.00
75 to 100 kw, hp, kva.....	75.00
Over 100 kva.....	<u>per kva, hp, etc.</u> 1.00/per

Electric Signs\$35.00

Violation Inspection Fee20.00

Minimum Fee.....55.00

Signaling, Communications and Alarm Systems

1 to 10 devices	\$45.00
each additional device.....	1.00

Building Fee Schedule

Residential

New Construction.....\$40.00 plus .17 per sq. foot
 Use Groups R-3 & R-4 (single family) of GFA*

Additions.....\$40.00 plus .17 per sq. foot
 Use Groups R-3 & R-4 (single family) of GFA*

Alterations & repairs.....1.25% of construction cost

Utility & miscellaneous use groups.....1.50% of construction cost
 (sheds, decks, fences, pools, towers,
 concrete slabs, retaining walls etc.)

All use groups other than R-3, R-4, utility & miscellaneous (except)

New Construction & additions.....\$60.00 plus .25 per sq. foot
 of GFA*

Alterations.....2.5% of construction cost

Demolition.....\$50.00

Signs.....\$25.00 plus \$2.00 per
 sq. foot of sign area

Minimum fee.....\$40.00

*GFA - Gross floor area defined as the total square footage of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

Mechanical Fee Schedule

Based on installation costs
First \$1000.00 or fraction thereof \$40.00
Each additional \$1000.00 or fraction thereof 10.00

Minimum fee 40.00

Code Enforcement

In the event Building Inspection Underwriters should be requested to provide code enforcement inspections, the fee will be \$45.00 per hour. The first hour will be charged at \$45.00 with 15 minute increments following thereafter.

Fire Safety Inspection Annual Permit Fees
(Will provide if adopted)

Assembly, Business, Institutional, Mercantile, Utility and Storage Uses:

From 1 to 1,000 square feet	\$ 60.00
From 1,000 to 3,500 square feet	\$ 75.00
From 3,501 to 12,000 square feet	\$ 95.00
From 12,001 to 50,000 square feet	\$125.00
From 50,001 to 100,000 square feet	\$150.00
100,001 square feet or more	\$250.00

Factory and Industrial Uses:

From 1 to 1,000 square feet	\$ 75.00
From 1,000 to 3,500 square feet	\$ 95.00
From 3,501 to 12,000 square feet	\$120.00
From 12,001 to 50,000 square feet	\$250.00
From 50,001 to 100,000 square feet	\$350.00
100,001 square feet or more	\$450.00

All High Hazard Use Groups \$450.00

R-1, R-2 \$ 20.00 per unit

Reinspections \$ 35.00

Building Inspection Underwriters, Inc.

PLAN EXAMINERS

412-766-2565

412-766-2711 (Fax)

Plan Review Fee Schedule

BUILDING : *All use groups*

Fee based on square footage of construction:

Up to and including 10,000 sq. feet \$.05 per sq. foot

Greater than 10,000 sq. feet \$.03 per sq. foot

Utility Use Group \$1.25 per thousand dollars of estimated cost of construction, to be provided by a registered design professional, estimating firm or contractor

One and Two Family Dwelling \$150.00 per dwelling unit includes building, plumbing electric, mechanical and fire protection

Minimum Fee \$75.00

When combined with building plan review, the fire, plumbing, mechanical or electrical plan reviews will be performed for 20% of the building plan review fee.

FIRE : *All use groups except One and Two Family.*

Sprinklers \$40.00 plus \$.25 per sprinkler head

Standpipe \$80.00 each

Wet, Dry, Carbon Dioxide \$100.00 up to 100 lbs. (\$.75 each pound over)

Commercial Cooking System \$300.00 per system (Hood, Duct, Suppression)

Fire Alarm System \$40.00 plus \$.25 per device

Fire Detection System \$40.00 plus \$.25 per device

Minimum Fee \$75.00

When combined with building plan review, the fire, plumbing, mechanical or electrical plan reviews will be performed for 20% of the building plan review fee.

170

Building Inspection Underwriters, Inc.

PLAN EXAMINERS

412-766-2565

412-766-2711 (Fax)

Plan Review Fee Schedule

PLUMBING: *All use groups except One and Two Family.*

Each Fixture, Device or Stack (except special devices)	\$1.25 ea.
---	------------

Special Devices include:	\$6.50 ea.
Grease traps, oil separators water & sewer service connections, backflow preventers, steam boilers, sewer pumps, interceptors, etc.	

Minimum fee \$50.00

When combined with building plan review, the fire, plumbing, mechanical or electrical plan reviews will be performed for 20% of the building plan review fee.

MECHANICAL: *All use groups except One and Two Family.*

Mechanical Equipment	\$12.00 each
Air Distribution System	per linear feet \$.05
Hydronic Piping System	per linear feet \$.05
Gas and Oil Piping System	per linear feet \$.05
Flammable & Combustible Piping System	per linear feet \$.10

Minimum fee \$50.00

When combined with building plan review, the fire, plumbing, mechanical or electrical plan reviews will be performed for 20% of the building plan review fee.

111

Building Inspection Underwriters, Inc.
PLAN EXAMINERS

412-766-2565

412-766-2711 (Fax)

Plan Review Fee Schedule

ELECTRICAL: *All use groups except One and Two Family.*

Up to 50 devices* (Switches, Receptacles, Lighting Fixtures)	\$6.00
Each 25 addition devices*	\$2.00
* Each motor or device less than 1 kilowatt or 1 horsepower shall be included.	
Each motor or electrical device 1 to 10 kilowatts or horsepower	\$ 2.00
Each motor or electrical device greater than 10 kilowatts or horsepower to 45 horsepower or kilowatts.	\$4.00
Each service panel, subpanel or disconnect switch 200 amps or less.	\$4.00
Each service panel, subpanel or disconnect greater than 200 amps to 1,000 amps.	\$10.00
Each panel or disconnect greater than 1,000 amps.	\$15.00
Each motor or electrical device greater than 45 horsepower or kilowatt to 100 horsepower or kilowatts	\$10.00
Each motor or electrical device greater than 100 horsepower or kilowatts.	\$15.00

Minimum Fee \$50.00

When combined with building plan review, the fire, plumbing, mechanical or electrical plan reviews will be performed for 20% of the building plan review fee.

Building Inspection Underwriters, Inc.
PLAN EXAMINERS

412-766-2565

412-766-2711 (Fax)

PLAN REVIEW AUTHORIZATION

Project Name : _____ Date: _____

Project Address : _____

Jurisdiction/City: _____ State: _____ Zip: _____

Telephone No: (____) _____ Fax No: (____) _____

Type of Reviews: Include any code modification. All reviews are based on model codes and their reference standards.

____ Preliminary Review
Year Model Code

____ Building
Year Model Code

____ Mechanical
Year Model Code

____ Electrical
Year Model Code

____ Plumbing
Year Model Code

____ Fire Protection
Year Model Code

____ One and Two Family - Includes plan review for building, mechanical, electrical,
Year Model Code plumbing and fire alarms.

Applicant: _____ Phone #: (____) _____

Representing: _____ Fax #: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Title : _____

Delivery Company : _____ Account Number: _____

PROCESS: When received, plan(s) will be reviewed within ten (10) business days or less. Re-reviews are completed within five (5) business days. Plans, when in code compliance, will be stamped. "Released for Issuance of a Construction Permit." Plan Examiners retains one set, the code enforcement department receives one set, unless notified otherwise, and one set is returned to the applicant. Additional plans can be stamped for a fee per set. Send plans and specifications to Plan Examiners' office. Shipment of plans is paid by the applicant.

103

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1422

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, ALLEGHENY COUNTY, PENNSYLVANIA, MANDATING DYE TESTING TO IDENTIFY ILLEGAL SANITARY SEWER CONNECTIONS IN AREAS OF THE BOROUGH THAT HAVE SEPARATE SANITARY AND STORM SEWERS, REQUIRING PROPERTY OWNERS TO REPAIR LEAKING, DETERIORATING OR POORLY CONSTRUCTED SEWER LATERALS AND ELIMINATE ILLEGAL SANITARY SEWER CONNECTIONS WITHIN TEN DAYS OF NOTICE FROM THE BOROUGH, AND PROVIDING THAT IMPROVED REAL PROPERTY MAY NOT BE SOLD WITHOUT COMPLIANCE WITH THIS ORDINANCE.

BE IT ORDAINED AND ENACTED by the Town Council of the Borough of West View, in meeting assembled, upon careful review and consideration, by and with its lawful authority as follows:

Section 1 - Findings and Purpose

- a. The United States Environmental Protection Agency and the Pennsylvania Department of Environmental Protection have directed municipalities to take such steps as are necessary to eliminate sanitary sewer overflows or face civil penalties and other sanctions.
- b. The Town Council of the Borough of West View has determined that the sanitary sewer facilities of the Borough may be receiving storm water, surface water and other non-sanitary discharges that exceed the hydraulic capacity of the Borough's sanitary sewer system and cause or contribute to sanitary sewer overflows.
- c. The Town Council of the Borough of West View has determined that inflows of storm water, surface water and other non-sanitary discharges into the sanitary sewer system result in wasteful expenditures for wastewater treatment.
- d. The Town Council of the Borough of West View has determined that it is in the best interest of the Residents of the Borough to eliminate inflows of storm water, surface water and other non-sanitary discharges into the Borough sanitary sewer system.
- e. The Town Council of the Borough of West View has determined that the procedures, fees and penalties provided by this Ordinance are necessary to achieve the purposes of this Ordinance.

Section 2 - Short Title

This Ordinance may be known and cited as the "Dye Testing Ordinance."

Section 3 - Definitions

The following terms used in this Ordinance shall have the following meanings:

- a. **Borough** - The Borough of West View, Allegheny County, Pennsylvania.
- b. **Borough Lien Letter** - A written letter for the Borough certifying that the Property is free from municipal liens and unpaid municipal taxes.
- c. **Certificate of Compliance** - An official writing issued by the Borough that Dye Testing has determined that there are no Illegal connections in violation of this Ordinance.
- d. **Dye Test** - Any dye test performed by the Borough , or an authorized agent of the Borough who must be licensed under permit of the Allegheny County Department of Plumbing, whereby dye is introduced into the water collection system of a Property to determine whether basement seepage, ground water, downspout drainage, roof drainage, driveway drainage to other surface water drainage is entering the sanitary sewer system.
- e. **Illegal Connections** - Any connection or conveyance that allows the discharge or inflammable or volatile liquids, basement seepage, ground water, downspout drainage, roof drainage, driveway drainage or other surface water drainage into the sanitary sewer system.
- f. **Ordinance Compliance Officer** - Those person(s) designated by the Borough to enforce this Ordinance.
- g. **Person** - Any person, partnership, association, syndicate, firm, corporation, institution, agency, authority or entity recognized by law as the subject of rights and duties. The singular shall include the plural.
- h. **Property** - Real property located within the Borough upon which a building or improvement exists.
- i. **Temporary Certificate of Compliance** - A Statement issued by the Borough pursuant to Section 10 of this Ordinance.

Section 4 - Illegal Connections Prohibited

Illegal Connections are prohibited.

Section 5 - Repair of Private Sewer Facilities

Persons owning Property are required to maintain all private sanitary sewer laterals and sanitary sewer service connections in good repair.

Section 6 - Dye Testing by Borough

The Ordinance Compliance Officer shall immediately initiate Dye Testing to identify Illegal Connections. This Ordinance Compliance Officer is authorized to retain the services of a qualified contractor to perform the Dye Testing, and to cooperate with neighboring municipalities to minimize costs. Persons owning Property are required to grant access to the Ordinance Compliance Officer and/or the Dye Testing contractor and to permit Dye Testing.

Section 7 - Notices to Property Owners

In the event that the Ordinance Compliance Officer identifies any Illegal Connections or leaking, deteriorating or poorly constructed private sanitary sewer lateral and/or sanitary sewer service connections, the Ordinance Compliance Officer shall give written notice of same to the Property owner and an Order that such Illegal Connections be eliminated and/or that such leaking, deteriorating or poorly constructed sanitary sewer laterals and/or service connections be, at the Property owner's expense, repaired, replaced, or rehabilitated within ten (10) consecutive calendar days of the date of the notice and order. If the condition does not create a health hazard, the Ordinance Compliance Officer, upon request of the Property owner, may once extend the ten (10) consecutive day deadline to thirty (30) consecutive calendar days from the date of the notice and order.

Section 8 - Dye Testing Upon Sale of Property

It is unlawful for any person to sell Property without first delivering to the purchaser a Certificate of Compliance or Temporary Certificate of Compliance. For purposes of this Ordinance, a sale of Property shall include any conveyance or transfer whereby title is transferred from one Person to another, but shall not include (a) refinancing where the holder of title remains unchanged, or (b) a transfer of title by operation of law following the death of the owner.

Section 9 - Certificate of Compliance

- a. At least 21 days prior to the sale of Property, the seller (hereinafter "applicant") shall apply to the Borough for a Certificate of Compliance, by a registered master plumber, at no cost to the Borough. The Dye Testing on the Property shall be performed as directed by the owner. If the Dye Testing identifies Illegal Connections, then the Borough shall notify applicant pursuant to Section 7 of this Ordinance. If the Dye Testing identifies no Illegal Connections, then the Borough shall issue a Certificate of Compliance to applicant upon payment of a Twenty Dollar (\$20.00) fee to the Borough.
- b. If a Certificate of Compliance for the Property has been issued within the three (3) years preceding the date of application, the Ordinance Compliance Officer may waive the Dye Testing requirement. In this event, the Ordinance Compliance Officer may issue a Certificate of Compliance upon payment of a fee to the Borough of Twenty

106
Dollars (\$20.00).

Section 10 - Temporary Certificate of Compliance

- a. When an Illegal Connection is discovered and activities necessary to correct the condition would require such a length of time as to create a practical hardship for the applicant, applicant may apply to the Ordinance Compliance Officer for a Temporary Certificate of Compliance, which may only be issued when applicant provides the Borough with all of the following:
 1. Written explanation of the practical hardship
 2. Security, in the form of a Certified Check or Bond in the amount of \$1,000.00, which shall be held in escrow at the time of the closing
 3. An executed agreement by the purchaser/transferee accepting responsibility for all costs in excess of the cash security; and
 4. An easement or other license executed by the purchaser/transferee allowing the Borough to enter upon the Property and complete the work in case of default by applicant
 5. The Temporary Certificate shall in no event exceed thirty (30) consecutive calendar days.
- b. The Ordinance Compliance Officer shall determine in good faith based upon all the circumstances when such Temporary Certificate shall expire, and shall advise applicant and the purchaser of the expiration date. If the Temporary Certificate of Compliance should expire without all work having been completed, the cash security shall be forfeited to the Borough and the Borough may apply the cash security to complete the necessary work. If the remedial work is completed prior to the expiration date, the Borough shall authorize the release of security to the applicant or to his/her designee.

Section 11 - Borough Lien Letters

A request for a Borough No Lien Letter must be accompanied by a valid Certificate of Compliance and No Lien Letter fee, all of which shall be delivered to the Borough at least seven (7) business days prior to the day the Lien Letter is to be provided.

Section 12 - Adjustment of Fees

The fees set forth in this Ordinance may be changed from time to time by Resolution of the Borough Council.

Section 13 - No Conflict with General Police Powers

Nothing in this Ordinance shall limit in any fashion whatsoever the Borough's right to enforce its Ordinances or the laws of the Commonwealth. Nothing in this Ordinance shall be a defense to any citation issued by any municipal corporation or the Commonwealth pursuant to any law or ordinance.

Section 14 - Violations and Penalties

It is unlawful for any Person to refuse access to Property for purposes of Dye Testing, to issue or obtain false Dye Testing results, or to procure a Certificate of Compliance or Temporary Certificate of Compliance under false pretenses. Any Person violating these or any other provisions of this Ordinance shall, upon conviction, be subject to a penalty of not more than Five Hundred Dollars (\$500.00) for each violation or, in the alternative, a penalty of not more than the maximum provided under other Borough or Pennsylvania laws that may apply. Once a Person is notified of a violation of this Ordinance, each day that such violation occurs or continues shall constitute a separate violation. In addition to and not in lieu of the foregoing, the Borough may seek equitable and legal relief to compel compliance with this Ordinance.

Section 15 - Severability

The provisions of this Ordinance are severable, so that if any section, sentence, clause or phrase shall be held to be illegal, invalid or unconstitutional, the remaining portions of this Ordinance shall not be affected or impaired.

Section 16 - Repealer

Any Ordinance or resolution conflicting with the provisions of this Ordinance are repealed to the extent of the conflict.

Section 17 - Effective Date

This Ordinance shall become effective immediately.

ORDAINED and ENACTED this 8th day of September 2004.


ATTEST:

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf, Secretary/Manager

BY: 
Daniel M. Daugherty, President

EXAMINED and APPROVED this 8th day of September 2004.

BY: 
Mayor Richard E. Powell

188

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1423

AN ORDINANCE OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, FIXING THE TAX RATE FOR THE YEAR 2005.

Be it ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the Authority of the same:

That a tax be and the same is hereby levied on all real property within the Borough of West View subject to taxation for the Fiscal Year 2005 as follows:

Tax Rate for general purposes, the sum of 4.43 Mills
on each Dollar of assessed valuation.

That any Ordinance, or part of Ordinance, in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 8th day of December 2004.

BOROUGH OF WEST VIEW

BY: 

Kenneth J. Wolf
Secretary/Manager

BY: 

Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 8th day of December 2004.

BY: 

Richard E. Powell, Mayor

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1424

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT HEREINAFTER SET FORTH, DURING THE YEAR 2005.

Be it ORDAINED and ENACTED, and it is hereby ORDAINED and ENACTED by the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania:

SECTION 1 - That the revenues and expenses of the Fiscal Year 2005, the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the Year 2005 for the specific purposes set forth on the following pages.

2005 ANNUAL BUDGET

Revenue Source	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
Taxes & Fees	1,836,180				1,836,180
Licenses/Permits	99,210				99,210
Fines/Forfeits	49,850				49,850
Interest/Rents	2,500	98,630			101,130
Entitlements	196,145		115,460	591,990	903,595
Dept. Earnings	139,140				139,140
Misc. Revenue	27,625	34,275			61,900
TOTAL	2,350,650	132,905	115,460	591,990	3,191,005

Expenditure Category	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
General Gov't.	280,035	101,535			381,570
Public Safety	952,210				952,210
Health & Welfare	11,500			591,990	603,490
Hwy./Roads/Streets	453,305		115,460		568,765
Rec./Parks/Lib/Civil	52,045				52,045
Debt Service	83,360	27,830			111,190
Ins. Prem./Ben.	517,695	3,540			521,235
Refunds/Prior Yr.	500				500
TOTAL	2,350,650	132,905	115,460	591,990	3,191,005

SECTION 2 - That any Ordinance, or part of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ADOPTED this 8th day of December, 2004.

BOROUGH OF WEST VIEW

BY *Daniel M. Daugherty*
Daniel M. Daugherty, President of Town Council

EXAMINED and APPROVED this 8th day of December, 2004.

BY *Richard E. Powell*
Mayor Richard E. Powell

ATTEST:

BY *Kenneth J. Wolf*
Kenneth J. Wolf, Secretary/Manager

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1425

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, ESTABLISHING PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, SPECIFICALLY THE LOCAL TAX COLLECTION LAW, AS AMENDED, AND SECTION 36.1 ADDED BY SECTION 2 OF THE ACT OF MAY 16, 1951, P. L. 314 AS AMENDED 72 P. S. 5511.36a, THE COMPENSATION OF THE ELECTED TAX COLLECTOR OF THE BOROUGH OF WEST VIEW.

WHEREAS, the Borough of West View along with the North Hills School District, as well as numerous other governmental entities compensate their elected tax collector by way of salary, and

WHEREAS, the Borough of West View deems it to be in the best interest of the Borough to set the salary for the term of the elected tax collector for four (4) years.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Town Council of the Borough of West View as follows:

SECTION 1 - Pursuant to the laws of the Commonwealth of Pennsylvania, more specifically the "Local Tax Collection Law", as amended, and Section 36.1, added by Section 2 of "The Act of May 16, 1951, P.L. 314, as amended; 72 P.S. 5511.36a, providing governmental bodies and specifically Boroughs the right to establish the compensation of elected tax collectors by either salary or commissions, the Borough of West View hereby establishes and ordains that the method of compensation for the elected tax collector shall be by salary for the period of January 1st, 2006 through and including December 31st, 2009.


SECTION 2 - The amount of said compensation by salary shall be as follows:

- a. For the Calendar Year of 2006 - \$ 23,750.00
- b. For the Calendar Year of 2007 - \$ 24,250.00
- c. For the Calendar Year of 2008 - \$ 24,750.00
- d. For the Calendar Year of 2009 - \$ 25,250.00

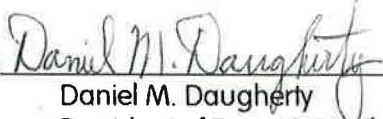
Said salary to be paid monthly by the Borough, together with the reasonable expenses as set forth under law.

SECTION 3 - Any Ordinance or Ordinances, or parts of an Ordinance or Ordinances, or a Resolution or Resolutions, or parts thereof, in conflict with the provision or provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 9th day of February, 2005.

BY: 
Kenneth J. Wolf
Secretary/Manager

BOROUGH OF WEST VIEW

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 9th day of February, 2005.

BY: 
Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1426

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW ESTABLISHING STOP SIGNS ON MARTSOLF AVENUE, FACING TRAFFIC TRAVELING BOTH NORTH AND SOUTH BOUND ON MARTSOLF AVENUE AT ORLANDO AVENUE; PROVIDING PENALTIES AND FINES FOR THE VIOLATION THEREOF.

WHEREAS, the Town Council of the Borough of West View and the Mayor of the Borough of West View deem it in the best interest of the health, public safety, and welfare of the Residents of the Borough of West View to establish the Stop Sign as set forth herein;

NOW THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View, and it is hereby ORDAINED and ENACTED by and with the authority of the same:

SECTION ONE - The Code of the Borough of West View is hereby amended so as to provide for the placement of a Stop Signs on Martsolf Avenue, facing traffic traveling both North and South Bound on Martsolf Avenue at Orlando Avenue.


SECTION TWO - Penalties and fines for the violation of this Ordinance shall be imposed in accordance with the Motor Vehicle Code of the Commonwealth of Pennsylvania.

SECTION THREE - Any Ordinance or parts of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

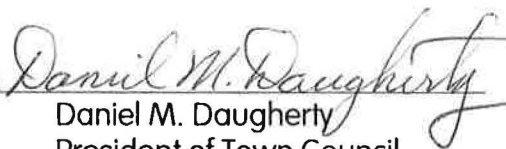
ORDAINED and ENACTED this 9th day of February 2005

BOROUGH OF WEST VIEW

BY:

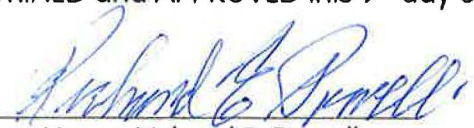

Kenneth J. Wolf
Secretary/Manager

BY:


Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 9th day of February 2005

BY:


Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE #1427

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW AUTHORIZING THE ELECTED LOCAL TAX COLLECTOR TO PROVIDE TAX CERTIFICATIONS UPON REQUEST BY THE PUBLIC OR AGENT, COPY OF DUPLICATE TAX BILLS UPON REQUEST BY THE PUBLIC OR AGENT, AND FURTHER AUTHORIZING SAID TAX COLLECTOR TO ASSESS, COLLECT AND RETAIN AS COMPENSATION FOR PROVIDING SUCH ADDITIONAL SERVICE, A FEE, INCLUDING RETURNED NSF (NON-SUFFICIENT FUNDS) PAYMENTS (UPDATES ORDINANCE #1391 - 06/14/00).

WHEREAS, the Local Tax Collector has been mandated to provide additional services requiring additional work, and

WHEREAS, the Town Council of the Borough of West View is of the opinion that said additional services should be compensated.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the authority of the same.

SECTION ONE - Fee Schedule

- A) Tax Certifications - Shall be Five Dollars (\$5.00) per year requested.
- B) Copy of Duplicate Tax Bill - Shall be Five Dollars (\$5.00) per year requested.
- C) Returned NSF (Non-Sufficient Funds) Payments - Shall be Twenty Dollars (\$20.00) per returned payment.

SECTION TWO - Any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 9th day of February 2005.

BY: _____

Kenneth J. Wolf
Secretary/Manager

BOROUGH OF WEST VIEW

BY: _____

Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 9th day of February 2005.

BY: _____

Mayor Richard E. Powell

OFFICIAL

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1428

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST VIEW BY INCREASING CERTAIN PARKING FINES IN CHAPTER 134.

WHEREAS, the Borough of West View desires to increase the No Parking fines in accordance with Commonwealth of Pennsylvania maximum fines; and

WHEREAS, said increases in fines reflect increased costs to the Borough in the exercise of said Police power and enforcement,

NOW, THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View, and it is hereby ORDAINED and ENACTED by and with the authority of the same:

SECTION ONE - The Code of the Borough of West View, Section 134-41 is hereby amended, and the fines shall be as follows:

Section 134.21A	VEHICLES PARKED IN A MARKED PLACE	\$15.00
Section 134.21C	PARKING VEHICLES FOR SALE	\$15.00
Section 134.21D	OBSTRUCTION OF A SIDEWALK	\$15.00
Section 134.23	PARKING PROHIBITED AT ALL TIMES	\$15.00
Section 134.24	PARKING TIME LIMITED	
	If paid within 48 hours	\$ 5.00
	Otherwise	\$15.00
Section 134.25	PARKING OF COMMERCIAL VEHICLE	\$50.00
Section 134.25.2	NO PARKING IN A FIRE LANE	\$15.00
Section 134.25.3	PARKING IN A HANDICAPPED AREA	
	If paid within 48 hours	\$25.00
	Otherwise	\$50.00
	PARKING CONTRARY TO TRAFFIC FLOW	\$15.00


SECTION TWO - The rest and remainder of the penalties and fines shall remain the same.

SECTION THREE - Any and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 14th day of September 2005.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 14th day of September 2005.

BY: 
Richard E. Powell, Mayor

BOROUGH OF WEST VIEW

ORDINANCE NUMBER 1429

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW AMENDING PREVIOUSLY ENACTED ORDINANCE NUMBER 1409 OF JUNE 12, 2002. REGULATING PROHIBITED PARKING AT TIMES SCHEDULED FOR STREET CLEANING AND SWEEPING, MANDATED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AND THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY (EPA), AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the Borough of West View has been mandated to implement a Street Cleaning and Sweeping Program through State and Federal Regulatory Agencies.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the authority of the same:

Section 1 - Parking Prohibited at Times Scheduled for Street Cleaning and Sweeping.

During the period of April 15 through November 15 of each and every year, parking shall be prohibited on the Streets in the Borough on such days and at such times as may be established by Ordinance of Council, setting forth the regular Schedule for such Street Cleaning and Sweeping on the various Streets. Signs shall be posted, designating the days and hours of such cleaning and sweeping during which parking is prohibited.

Second and Fourth Tuesdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ ADRIAN AVENUE - From Columbia to Dead End at Ross Township Line**
- ▶ CARLISLE AVENUE - From Princeton Avenue to Harvard Avenue**
- ▶ CENTER AVENUE - From Perry to Williams (Even # Side)
- ▶ COLUMBIA AVENUE - From Center Avenue to Dead End**
- ▶ COLUMBIA AVENUE - From Dead End to Ross Township Line**
- ▶ CORNELL AVENUE - From Center Avenue to Ross Township Line**
- ▶ HARVARD AVENUE - From Center Avenue to Carlisle Avenue
- ▶ HOMEKORT AVENUE - Entire Length**
- ▶ LAKEWOOD AVENUE - From Chalfonte to Waverly (Odd # Side)
- ▶ OBERLIN AVENUE - Entire Length**
- ▶ PRINCETON AVENUE - From Center Avenue to Bronx Avenue**
- ▶ YALE AVENUE - From Center Avenue to Columbia Avenue**
- ▶ YALE AVENUE - From Carlisle Avenue to Dead End**

Second and Fourth Tuesdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ AMHERST AVENUE - From Cornell Avenue to Ross Township Line**
- ▶ ANN ARBOR AVENUE - Entire Length**
- ▶ COLUMBIA AVENUE - From Center Avenue to Highland Avenue**
- ▶ DARTMOUTH AVENUE - From Stanford Avenue to Lehigh Avenue**
- ▶ FORDHAM AVENUE - Entire Length**
- ▶ GEORGETOWN AVENUE - From Cornell Avenue to Lehigh Avenue**
- ▶ GEORGETOWN AVENUE - From Cornell Avenue to Columbia Avenue**
- ▶ GEORGETOWN AVENUE - From Columbia to Dead End
- ▶ HARVARD AVENUE - From Center Avenue to Kenyon Avenue**
- ▶ LEHIGH AVENUE - From Dartmouth Avenue to Highland Avenue**
- ▶ PRINCETON AVENUE - From Center Avenue to Ross Township Line**
- ▶ STANFORD AVENUE - From Amherst Avenue to Kenyon Avenue**
- ▶ VASSAR AVENUE - From Stanford Avenue to Kenyon Avenue
- ▶ YALE AVENUE - From Stanford Avenue to Dead End**

Second and Fourth Wednesdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ BRONX AVENUE - Entire Length**
- ▶ CENTER AVENUE - From Perry to Williams (Odd # Side)
- ▶ CHALFONTE AVENUE - From Center Avenue to Perry Highway**
- ▶ HEMPSTEAD AVENUE - Entire Length****
- ▶ JAMAICA AVENUE - From Hempstead Avenue to Highland Avenue**
- ▶ LAKEWOOD AVENUE - From Chalfonte to Dead End (Even # Side)
- ▶ LAKEWOOD AVENUE - From Chalfonte to Highland**
- ▶ MINEOLA AVENUE - Entire Length**
- ▶ MONTCLAIR AVENUE - From Lakewood Avenue to Highland Avenue**
- ▶ WAVERLY AVENUE - Entire Length

Second and Fourth Wednesdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ CHALFONTE AVENUE - From Bellevue to Ashford (Odd # Side)
- ▶ CROSS CREEK COURT - Entire Length
- ▶ HIDDEN VALLEY DRIVE - Entire Length
- ▶ JAMAICA AVENUE - From Highland Avenue to Wellington Drive
- ▶ MARQUETTE ROAD - Entire Length
- ▶ MONTCLAIR AVENUE - From Highland Avenue to Dead End
- ▶ SOUTH FORK DRIVE - Entire Length
- ▶ WELLINGTON DRIVE - Entire Length
- ▶ WENTWORTH AVENUE - Entire Length (Odd # Side)

Second and Fourth Thursdays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ ASHFORD AVENUE - Entire Length**
- ▶ BELLEVUE AVENUE - Entire Length**
- ▶ CENTER AVENUE - From Perry Highway to Township Road
- ▶ CHALFONTE AVENUE - From Perry Highway to Bellevue Avenue
- ▶ CHALFONTE AVENUE - From Bellevue to Ashford (Even # Side)
- ▶ CRESSON AVENUE - Entire Length
- ▶ GLENMORE AVENUE - Entire Length
- ▶ HIGHLAND AVENUE - From Perry Highway to Ashford Avenue**
- ▶ SCHWITTER AVENUE - Entire Length
- ▶ TOWNSHIP ROAD - Entire Length**
- ▶ WENTWORTH AVENUE - Entire Length (Even # Side)
- ▶ WESTFIELD AVENUE - Entire Length**

Second and Fourth Thursdays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ BELL DRIVE - Entire Length
- ▶ BRIGHTWOOD AVENUE - Entire Length**
- ▶ CENTER AVENUE - From Township Road to Brightwood Avenue
- ▶ CLAIRMONT AVENUE - Entire Length**
- ▶ CURTIS WAY - Entire Length
- ▶ FRANKFORT AVENUE - From Center to Richland (Even # Side)
- ▶ HAWTHORNE AVENUE - From State to Dead End**
- ▶ HAWTHORNE AVENUE - From Center to State
- ▶ LANSING AVENUE - Entire Length
- ▶ NORWICH AVENUE - From Center Avenue to Clairmont Avenue**
- ▶ PARK AVENUE - From Center to Frankfort (Even # Side)
- ▶ RIDGEWOOD AVENUE - From Perry to Dead End (Even # Side)
- ▶ STATE WAY - Entire Length

Second and Fourth Fridays of the Month from 7:00 A.M. until 11:00 A.M.

- ▶ CENTER AVENUE - From Brightwood Avenue to Old Perrysville Road
- ▶ FAIRVIEW AVENUE - Entire Length**
- ▶ MAGNOLIA AVENUE - Entire Length**
- ▶ MARTSOLF AVENUE - From Ridgewood Avenue to Bridge**
- ▶ MOUNT VERNON AVENUE - Entire Length**
- ▶ NORTH PARK ROAD (LINWOOD ROAD) - Entire Length**
- ▶ ORLANDO AVENUE - Entire Length**
- ▶ OAKWOOD AVENUE - From Bell Drive to Dead End (Steps)**
- ▶ OAKWOOD AVENUE - From Center Avenue to Dead End (Steps)**
- ▶ PARK AVENUE - From Perry Highway to Center Avenue**
- ▶ PERRYSVILLE ROAD (OLD) - From Center to Perry (Borough Side Only)
- ▶ RICHLAND AVENUE - Entire Length**
- ▶ RIDGEWOOD AVENUE - From Perry Highway to Dead End (Odd # Side)

Second and Fourth Fridays of the Month from 11:00 A.M. until 3:00 P.M.

- ▶ BEECHMONT AVENUE - Entire Length**
- ▶ FENTON WAY - Entire Length
- ▶ FRANKFORT AVENUE - From Center Avenue to Richland Avenue (Odd # Side)
- ▶ FRANKFORT AVENUE - From Center to Park**
- ▶ LIPP AVENUE - Entire Length
- ▶ MARTSOLF AVENUE - From Center Avenue (Bridge) to Park Avenue**
- ▶ OAKLEY AVENUE - Entire Length**
- ▶ OAKWOOD AVENUE - From Center Avenue to Fenton Way**
- ▶ PARK AVENUE - From Center Avenue to Frankfort Avenue (Odd # Side)
- ▶ TOMOKA AVENUE - Entire Length**

** Denotes opposite side street parking permitted during street cleaning hours.

**** Denotes opposite side street parking permitted, however, diagonal parking is not permitted.

Section 2 - Penalty for Violation.

Any person who shall violate the provision of Parking Prohibited at Times scheduled for Street Cleaning and Sweeping shall, upon conviction, be sentenced to pay a fine of five dollars (\$5.00) for first violation, ten dollars (\$10.00) for second violation and fifteen dollars (\$15.00) for three or more violations.

ORDAINED and ENACTED this 14th day of September, 2005.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 14th day of September, 2005.

BY: 
Richard E. Powell, Mayor

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1430

AN ORDINANCE OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, FIXING THE TAX RATE FOR THE YEAR 2006.

Be it ORDAINED and ENACTED by the Town Council of the Borough of West View and it is hereby ORDAINED and ENACTED by and with the Authority of the same:

That a tax be and the same is hereby levied on all real property within the Borough of West View subject to taxation for the Fiscal Year 2006 as follows:


Tax Rate for general purposes, the sum of 5.68 Mills
on each Dollar of assessed valuation.

That any Ordinance, or part of Ordinance, in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ORDAINED and ENACTED this 14th day of December 2005.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 14th day of December 2005.

BY: 
Richard E. Powell, Mayor

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1431

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT HEREINAFTER SET FORTH, DURING THE YEAR 2006.

Be it ORDAINED and ENACTED, and it is hereby ORDAINED and ENACTED by the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania:

SECTION 1 - That the revenues and expenses of the Fiscal Year 2006, the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the Year 2006 for the specific purposes set forth on the following pages.

2006 ANNUAL BUDGET					
Revenue Source	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
Taxes & Fees	2,162,640				2,162,640
Licenses/Permits	102,610				102,610
Fines/Forfeits	50,600				50,600
Interest/Rents	7,000	102,545			109,545
Entitlements	195,185		123,150	647,260	965,595
Dept. Earnings	136,395				136,395
Misc. Revenue	36,590	34,030			70,620
TOTAL	2,691,020	136,575	123,150	647,260	3,598,005
Expenditure Category	General Fund	Building Fund	Highway Aid Fund	Proprietary Fund	Total
General Gov't.	280,925	104,330			385,255
Public Safety	974,835				974,835
Health & Welfare	11,500			647,260	658,760
Hwy./Roads/Streets	724,950		123,150		848,100
Rec./Parks/Lib/Civil	53,450				53,450
Debt Service	93,310	26,640			119,950
Ins. Prem./Ben.	551,550	5,605			557,155
Refunds/Prior Yr.	500				500
TOTAL	2,691,020	136,575	123,150	647,260	3,598,005

SECTION 2 - That any Ordinance, or part of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of said conflict.

ADOPTED this 14th day of December, 2005.

BOROUGH OF WEST VIEW

BY 
Daniel M. Daugherty, President of Town Council

EXAMINED and APPROVED this 14th day of December, 2005.

BY 
Mayor Richard E. Powell

ATTEST:

BY 
Kenneth J. Wolf, Secretary/Manager

OFFICIAL
BOROUGH OF WEST VIEW
ORDINANCE #1432

AN ORDINANCE OF THE TOWN COUNCIL OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING REPEAL OF ORDINANCE #1373 AND THE RESCISSION OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG NORTHWEST REGIONAL COMMUNICATIONS AND OTHER ADJOINING MUNICIPALITIES AND AUTHORIZING OTHER NECESSARY ACTION, INCLUDING REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Town Council of the Borough of West View has determined that it is in the best interest of the citizens of the Borough to authorize the rescission of the Intergovernmental Cooperation Agreement by and among Northwest Regional Communications and other adjoining municipalities, as said services are currently being provided by the County of Allegheny; and

WHEREAS, Town Council adopted Ordinance #1373, authorizing joining an Intergovernmental Cooperation Agreement by and among Northwest Regional Communications and multiple Municipalities for the provision of communication services and the authorization of payments of amounts to said Northwest Regional Communications; and

WHEREAS, it is necessary, in order to finalize the dissolution of the corporation and the distribution of all remaining funds, for all municipalities to repeal the original Ordinances, and authorize the rescission of said Intergovernmental Cooperation Agreements.


NOW, THEREFORE, be it ORDAINED and ENACTED by the Town Council of the Borough of West View as follows:

1. Town Council hereby repeals Ordinance #1373, which authorized the Intergovernmental Cooperation Agreements and other matters pertaining to Northwest Regional Communications, and hereby rescinds said Agreements.
2. The proper officers of the Borough of West View are authorized to take such other action to execute and deliver any other documents as may be necessary and proper for the implementation of this Ordinance.

3. All Ordinances and Resolutions that are inconsistent with this Ordinance are hereby repealed.

ORDAINED and ENACTED this 3rd day of January 2006.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf
Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town
Council

EXAMINED and APPROVED this 3rd day of January 2006.

BY: 
Richard E. Powell, Mayor

**BOROUGH OF WEST VIEW
ORDINANCE NUMBER 1433**

AN ORDINANCE OF THE BOROUGH OF WEST VIEW, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF BOROUGH EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE POLICE PENSION PLAN OF SAID BOROUGH AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Council of the Borough of West View ("Borough") and it is HEREBY ORDAINED AND ENACTED by authority of the same:

The Borough of West View Police Pension Plan ("Plan"), which was established under the provisions of Pub. Law 1804, 53 Pa. Con. Stat. Ann. 767, et seq., (sometimes referred to as Act 600) for the benefit of the Borough's police employees, and which has been amended and restated by ordinances and resolutions of the Borough Council thereafter, shall be, and hereby is, amended and supplemented in the following respects.

Any Ordinances or Resolutions or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance shall be, and hereby are repealed so far as the same affect this Ordinance; however, such repeal shall not affect any act done or any right or liability accrued under such Ordinance or Resolution herein repealed or superseded and all such rights or liabilities shall continue and may be enforced in the same manner as if such repeal or supersession had not been made but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Effective January 1, 2006, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

**BOROUGH OF WEST VIEW
POLICE PENSION PLAN**

Amended and Restated
Effective as of: January 1, 2006

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions.....	2
ARTICLE II Participation in the Plan	7
ARTICLE III Contributions.....	8
ARTICLE IV Retirement Benefits.....	9
ARTICLE V Disability Retirement	15
ARTICLE VI Death Benefits.....	16
ARTICLE VII Termination of Employment.....	17
ARTICLE VIII Administration	17
ARTICLE IX The Pension Fund.....	21
ARTICLE X Amendment and Termination	24
ARTICLE XI Funding Standard Requirements.....	26
ARTICLE XII Miscellaneous Provisions.....	27
SIGNATURE PAGE.....	28

PREAMBLE

WHEREAS, the Town Council of the Borough of West View, County of Allegheny, Commonwealth of Pennsylvania, established a retirement program effective January 1, 1958, pursuant to Ordinance No. 1009 and the provisions of Pub. Law 1804, 53 Pa. Con. Stat. Ann. 767, et seq., (commonly referred to as Act 600) (the "Plan") for the benefit of the Borough's police officers and their beneficiaries; and

WHEREAS, the Plan has been amended thereafter from time to time pursuant to various Ordinances and Resolutions, including but not limited to:

Ordinance No. 1165	January 1, 1974
Resolution No. 975	March 14, 1977
Ordinance No. 1219	April 12, 1978
Ordinance No. 1281	November 9, 1983
Ordinance No. 1286	March 14, 1984
Ordinance No. 1314	January 1, 1989
Ordinance No. 1340	January 1, 1992
Ordinance No. 1365	September 11, 1996
Ordinance No. 1378	March 11, 1998
Ordinance No. 1407	February 13, 2002
Resolution No. 1290	April 9, 2003

WHEREAS, the Council retained the right to amend the Plan pursuant to section 10.01;
and

WHEREAS, the Council wants to facilitate the administration of the Plan by completely amending and restating the Plan to set forth the provisions thereof in a single document for purposes of incorporating certain changes as a result of collective bargaining negotiations and, ordinance consolidation and clarity; and

WHEREAS, the Council intends that the Plan shall meet the requirements for government plans pursuant to the Internal Revenue Code of 1986, as amended, and the applicable laws of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the Plan now known as the "Borough of West View Police Pension Plan" is hereby amended and restated in its entirety, effective January 1, 2006, as follows:

ARTICLE I

DEFINITIONS

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

- 1.01 "Accrued Benefit" shall mean, as of any given date, the benefit determined under section 4.02, calculated on the basis of Final Monthly Average Salary as of the date of determination and multiplied by a fraction, the numerator of which shall be the Participant's Aggregate Service determined as of such date and the denominator of which shall be the projected Aggregate Service of the Participant as if the Participant continues in Employment until attainment of Normal Retirement Age. Notwithstanding anything contained herein to the contrary, in no event shall the fraction exceed one (1.0). The Accrued Benefit shall include any Service Increment determined pursuant to section 4.04 attributable to the Participant's Aggregate Service as of the determination date. The Accrued Benefit shall not exceed the maximum limitation, determined as of the date of computation, provided under section 4.08. All Accrued Benefits are subject to all applicable limitations, reductions, offsets, and actuarial adjustments provided pursuant to the terms of the Plan prior to the actual payment thereof.
- 1.02 "Accumulated Contributions" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at two and one-half percent (2.5%) per annum. Interest shall be credited in the form of a compound interest rate from the January 1st following receipt of such contributions to the first day of the month preceding the date that a distribution of Accumulated Contributions under sections 6.05 or 7.02 shall be paid or payment of benefits shall commence.
- 1.03 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act which was enacted as Act 205 of 1984, as amended, 53 P.S. Sec. 895.101 et seq.
- 1.04 "Actuarial Equivalent" shall mean two forms of payment of equal actuarial present value on a specified date. The actuarial present value shall be determined by use of the UP-1984 Mortality Table and six percent (6%) interest unless otherwise specifically provided herein.
- 1.05 "Actuary" shall mean the person, partnership, association or corporation, which at any given time is serving as Actuary; provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- 1.06 "Aggregate Service" shall mean the total period or periods of the Participant's Employment with the Employer whether or not interrupted. Notwithstanding the preceding sentence, should any such Participant receive a distribution of Accumulated Contributions with respect to a period of Employment for which Employee Contributions are required, such period of Employment shall not be included in Aggregate Service

thereafter unless, at the commencement of the next period of Employment, the Participant repays to the Fund the amount of such distribution with interest. For purposes of this section 1.06, interest shall accrue as of the date the Employee receives a distribution of Accumulated Contributions and shall be computed at the same rate and in the same manner as described in section 1.02. Aggregate Service shall be calculated in whole years and completed months.

- 1.07 "Attending College" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven (7) credit hours per semester.
- 1.08 "Beneficiary" shall mean the person or entity designated by the Participant to receive a distribution of the Participant's Accumulated Contributions should the Participant die prior to becoming entitled to a retirement benefit. In the event that a Participant does not designate a Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stirpes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth of Pennsylvania if the Participant had died intestate and a resident of Pennsylvania.
- 1.09 "Chief Administrative Officer" shall mean the person designated by the Borough who has the primary responsibility for the execution of the administrative affairs for the Plan.
- 1.10 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.11 "Committee" shall mean the Police Pension Committee as determined pursuant to section 8.02.
- 1.12 "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- 1.13 "Compensation" shall mean the total remuneration of the Employee, whether salary or hourly wages including overtime pay, holiday pay, longevity pay and any other form of compensation paid by the Employer for police services rendered. Compensation shall be limited on an annual basis to the amount specified for government plans pursuant to Code section 401(a)(17), as adjusted under Code section 415(d).
- 1.14 "Council" shall mean the Council of the Borough of West View.
- 1.15 "Disability Date" shall mean the date when a Participant is determined by the Plan Administrator to be incapacitated due to Total and Permanent Disability, or the date when the Participant's Employment terminates due to such Total and Permanent Disability, if later.
- 1.16 "Employee" shall mean any individual employed by the Employer on a regular, full-time basis as a police officer of the Employer's police force.
- 1.17 "Employer" shall mean Borough of West View, Allegheny County, Pennsylvania.

1.18 "Employment" shall mean for the purpose of determining Aggregate Service:

- (a) The period of time for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties as a police officer;
- (b) Any period of time for which an Employee is paid, either directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, a fixed, periodic amount in the nature of salary continuation payments for reasons other than the performance of duties (such as vacation, holidays, sickness, entitlement to benefits under workers' compensation or similar laws);
- (c) Any period during which an Employee is entitled to disability benefits under this Plan, provided that the Employee returns to Employment within three (3) months of the date on which it is determined that the Employee is no longer Totally and Permanently Disabled if such determination occurs prior to the date a Participant attains Normal Retirement Age; and
- (d) Any period of voluntary or involuntary military service with the armed forces of the United States of America, provided that the Participant has been employed as a regular full-time member of the Employer's police force for a period of at least six (6) months immediately prior to the period of military service; and the Participant returns to Employment within six (6) months following discharge from military service or within such longer period during which employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the Employer; and
- (e) Any period of qualified military service as determined under the requirements of chapter 43 of title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions calculated must be paid into the Plan before the end of the period that begins on the date of reemployment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service or the date that is five (5) years after the date of reemployment.

"Employment" shall not include for the purpose of determining Aggregate Service any period of disability for a Participant who was disabled as a result of a non-service related disability.

- 1.19 "Final Monthly Average Salary" shall mean the average monthly salary earned by the Participant and paid by the Employer during the final thirty-six (36) months immediately preceding termination of active Employment. Salary shall include the regular gross pay of the Employee, whether salary or hourly wages including, overtime pay, holiday pay, longevity pay and any other types of additions to compensation by the Employer for police services rendered. Salary shall exclude for this purpose any single sum or extraordinary payments made which are not directly attributable to active Employment during the averaging period, including but not limited to payment for accumulated sick leave, payment of a longevity bonus, or payment of a back pay damage award.

Final Monthly Average Salary shall be calculated by taking into account only those periods during which an Employee receives salary, as that term is defined in this section 1.19. Therefore, for example, the Final Monthly Average Salary for a Participant who receives disability benefits from this Plan or who is voluntarily or involuntarily serving in the United States armed forces during the final thirty-six (36) months of Aggregate Service shall be based on the period during which the Employee last received salary (as defined in the preceding paragraph) from the Employer.

Salary used to determine Final Monthly Average Salary shall be limited on an annual basis to the amount specified for government plans in accordance with Code section 401(a)(17), as adjusted under Code section 415(d).

- 1.20 "Insurer" or "Insurance Company" shall mean a legal reserve life insurance company authorized to do business in the Commonwealth of Pennsylvania.
- 1.21 "Member's Salary at the Time of Death" shall mean the Participant's base rate of pay in effect at the time of death, determined as a monthly amount, to the extent such definition is consistent with state law.
- 1.22 "Member's Salary at the Time the Disability was Incurred" shall mean the Participant's base rate of pay in effect at the time the disability occurred, determined as a monthly amount, to the extent such definition is consistent with state law.
- 1.23 "Minimum Municipal Obligation" shall mean the minimum obligation of the municipality as determined by the Actuary pursuant to the provisions of the Act.
- 1.24 "Normal Retirement Age" shall mean the date on which the Participant has completed twenty-five (25) years of Aggregate Service with the Employer and has attained age fifty (50).
- 1.25 "Normal Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant attains Normal Retirement Age.
- 1.26 "Notice" or "Election" shall mean a written document prepared in the form specified by the Plan Administrator. If such notice or election is to be provided by the Employer or the Plan Administrator, it shall be mailed in a properly addressed envelope, postage prepaid, to the last known address of the person entitled thereto, on or before the last day of the specified notice or election period. If such notice or election is to be provided to

the Employer or the Plan Administrator, it must be received by the intended recipient on or before the last day of the specified notice or election period.

- 1.27 "Participant" shall mean an Employee who has met the eligibility requirements to participate in the Plan as provided in section 2.01 and who has not for any reason ceased to be a Participant hereunder.
- 1.28 "Pension Fund" shall mean the police Pension Fund administered under the terms of this Plan and which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.29 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the Borough of West View Police Pension Plan.
- 1.30 "Plan Administrator" shall mean the Committee or the individual appointed for the purpose of supervising and administering the provisions of the Plan. In the event that no such appointment is made, the Plan Administrator shall be the Council.
- 1.31 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.32 "Policy" or "Contract" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of applicable law.
- 1.33 "Restatement Date" shall mean January 1, 2006, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.34 "Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant retires from Employment or the first day of any month thereafter on which the payment of retirement benefits pursuant to this Plan shall commence.
- 1.35 "Service Increment" shall mean the amount calculated pursuant to section 4.04 on behalf of a Participant for each completed year of Aggregate Service accumulated in excess of twenty-five (25) years.
- 1.36 "Total and Permanent Disability" shall mean a condition of physical or mental impairment due to which a Participant is unable to perform the usual and customary duties of Employment and which is reasonably expected to continue to be permanent for the remainder of the Participant's lifetime. For purposes of this section 1.36 and Article V, a condition shall not be treated as a Total and Permanent Disability unless such condition is a direct result of and occurs in the line of duty of Employment. Therefore, an Employee whose physical or mental impairment does not occur in the line of duty or which is the result of alcoholism, addiction to narcotics, perpetration of a felonious criminal activity or is willfully self-inflicted, is not entitled to receive disability benefits under the Plan.

ARTICLE II

PARTICIPATION IN THE PLAN

- 2.01 Eligibility Requirements - Each Employee who is employed as a regular, full-time permanent member of the police department of the Employer shall participate herein as of the date on which such Employee's Employment first commences or recommences provided all prerequisites to participation under this Plan shall have been fulfilled, including but not limited to, completion of all forms required by the Plan Administrator. Each Employee who was a Participant in the Plan on the day prior to the Restatement Date shall continue to be a Participant on and after the Restatement Date subject to the terms and conditions of the Plan as set forth herein.
- 2.02 Notification of Plan Administrator - The Council shall furnish the Plan Administrator with written notification of the appointment of any new full-time permanent Employee who is eligible for participation hereunder. Each Participant hereunder shall be required to make contributions to the Plan, as provided in section 3.01 hereof, and shall execute and complete any enrollment or application forms as required by the Plan Administrator.
- 2.03 Designation of Beneficiary - Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice in the manner prescribed by the Plan Administrator which designates a Beneficiary at the time participation commences. The Participant's election of any such Beneficiary may be rescinded or changed, without the consent of the Beneficiary, at any time provided the Participant provides the written notice of the changed designation to the Plan Administrator in the manner prescribed by the Plan Administrator. Any designation of a Beneficiary made in any manner other than one acceptable to the Plan Administrator shall be null and void and have no effect under the terms of this Plan.
- 2.04 Change in Status - A Participant who remains in the service of the Employer but ceases to be an Employee eligible for participation hereunder, or ceases or fails to make any contributions which are required as a condition of participation hereunder, shall have no further benefit accruals occur until the individual again qualifies as a Participant hereunder eligible to resume such accrual of benefits.
- 2.05 Recordkeeping - The Employer shall furnish the Plan Administrator with such information as will aid the Plan Administrator in the administration of the Plan. Such information shall include all pertinent data on Employees for purposes of determining their eligibility to participate in this Plan.

ARTICLE III

CONTRIBUTIONS

- 3.01 Participant Contributions - Each Participant shall as a requirement of participation pay regular contributions to the Pension Fund in an amount equal to five percent (5%) of the Participant's Compensation. Each Participant shall complete the necessary forms to authorize the payment of Participant contributions by way of payroll deduction.
- 3.02 Reduction of Participant Contributions - Notwithstanding the preceding section 3.01, payments into the Pension Fund by Participants may be reduced below the minimum percentage prescribed in section 3.01, or may be eliminated, and that if such payments are reduced or eliminated, contributions by the Employer will not be required to keep the Pension Fund actuarially sound, the Employer may, by Ordinance or Resolution, reduce or eliminate payments into the Pension Fund by Participants on an annual basis. As of the Restatement Date, contributions have been eliminated and shall only be resumed upon adoption by the Council of an Ordinance or Resolution requiring the resumption of Participant Contributions.
- 3.03 Employer Contributions - The Chief Administrative Officer, in accordance with the Act, shall determine the Minimum Municipal Obligation of the Employer. The Employer shall pay into the Pension Fund, by annual appropriations or otherwise, the contributions necessary to satisfy the Minimum Municipal Obligation. Notwithstanding the foregoing, nothing contained herein shall preclude the Employer from contributing an amount in excess of the Minimum Municipal Obligation.
- 3.04 State Aid - General Municipal Pension System State Aid, or any other amount of State Aid received by the Employer in accordance with the Act from the Commonwealth may be deposited into the Pension Fund governed by this Plan in amounts determined by the Council, and shall be used to reduce the amount of the Minimum Municipal Obligation of the Employer.
- 3.05 Gifts - The Council is authorized to take by gift, grant, devise or otherwise any money or property, real or personal, for the benefit of the Plan and cause the same to be held as a part of the Pension Fund. The care, management, investment and disposal of such amounts shall be vested in the Council or its delegate, the Plan Administrator, subject to the direction of the donor and not inconsistent with applicable laws and the terms of the Plan.
- 3.06 Employer Reversion - At no time shall it be possible for the Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and their Beneficiaries, including payment of any reasonable Plan expenses. Notwithstanding the foregoing, any contributions made by the Employer may be returned to the Employer if the contribution was made due to a mistake and the contribution is returned within one (1) year of the date on which the discovery of the mistaken payment of the contribution

was made or reasonably should have been made or the Plan is terminated, as provided in Article X.

ARTICLE IV

RETIREMENT BENEFITS

- 4.01 Normal Retirement - Each Participant shall be entitled to a Normal Retirement Benefit after retirement on or after the Participant has attained Normal Retirement Age.
- 4.02 Normal Retirement Benefit - Each Participant who shall become entitled to a benefit pursuant to section 4.01 shall receive a benefit paid monthly in an amount equal to fifty percent (50%) of the Participant's Final Monthly Average Salary as determined herein.
- 4.03 Late Retirement - A Participant may continue in Employment beyond the attainment of Normal Retirement Age subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 4.01 continues in Employment beyond Normal Retirement Age, there shall be no retirement benefits paid until Employment ceases and the Participant's retirement actually begins. The retirement benefit of a Participant who continues Employment after attainment of Normal Retirement Age shall be calculated in accordance with section 4.02 on the basis of the Final Monthly Average Salary as of such Participant's actual retirement.
- 4.04 Service Increment - A Participant who shall retire after completion of at least twenty-six (26) years of Aggregate Service may be eligible to receive a Service Increment in addition to the Normal Retirement Benefit under section 4.02. Such Service Increment shall only be available to a Participant who shall retire after attainment of Normal Retirement Age and whose Aggregate Service for purposes of this section 4.04 shall only include periods of time when the Participant actively renders service in Employment and shall not include any period of time during which the Participant received a Disability Benefit under the terms of this Plan or was not otherwise in active Employment. Such Service Increment shall be an amount equal to one hundred dollars (\$100.00), and shall be paid monthly in addition to the amount of Normal Retirement Benefit calculated pursuant to section 4.02.
- 4.05 Normal Form - The Normal Form for payment of retirement benefits shall be a monthly annuity payable for the life of the Participant.
- 4.06 Payment of Benefits - Retirement benefits shall be payable as of the first day following the Participant's Retirement Date. In the case of a Participant who retires on a day of the month other than the first day of the month, he or she shall be entitled to receive a partial monthly benefit for the first calendar month of retirement. Such partial payment shall be determined by multiplying the sum of the Normal Retirement Benefit and the Service Increment by a fraction, the numerator of which is the number of days remaining in the retirement month after the Participant's last day of work, and the denominator of which is the total number of days in the calendar month of retirement. A Participant must complete an application for benefits in the manner prescribed by the Plan Administrator

and deliver such application to the Plan Administrator at least thirty (30) days prior to the date on which benefit payments shall commence.

4.07 Cost-of-Living Adjustments - Each retired Participant receiving a monthly retirement benefit hereunder shall be entitled to receive a cost-of-living adjustment to the amount of retirement benefit payable under section 4.02 equal to the one-year percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the preceding October. Such cost-of-living adjustment shall be granted effective as of January 1 each year. Participants who were retired more than one year as of January 1, 1998 shall receive a one-time adjustment to their monthly benefit effective January 1, 1998 equal to the percentage increase in the CPI-W from the month of their retirement to October 1997. Such cost-of-living adjustment shall not exceed the following limits: (1) the percentage increase in the Consumer Price Index from the year in which the Participant was last employed as an Employee of the Employer; (2) the total retirement benefits payable under this Plan shall not exceed seventy-five percent (75%) of the Participant's Final Monthly Average Salary; (3) the total cost-of-living increase shall not exceed thirty percent (30%) of the Participant's retirement benefit under this Plan; and (4) the cost-of-living increases shall not impair the actuarial soundness of the Pension Fund.

4.08 Maximum Benefit Limitations - Notwithstanding any provision of this Plan to the contrary, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the amount specified in Code section 415(b)(1)(A) as adjusted pursuant to Code section 415(d), assuming the form of benefit shall be a straight life annuity (with no ancillary benefits). The limitations described in this section 4.08 shall be governed by the following conditions and definitions:

- (a) benefits paid or payable in a form other than a straight life annuity (with no ancillary benefits) or where the Employee contributes to the Plan or makes rollover contributions shall be adjusted on an actuarially equivalent basis in accordance with applicable regulations to determine the limitation contained herein;
- (b) in the case of a benefit which commences prior to the attainment of age sixty-two (62) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined pursuant to this section commencing at age sixty-two (62); however, in the case of a qualified Participant (a Participant with respect to whom a period of at least fifteen (15) years of service, including applicable military service, as a full-time employee of a police or fire department is taken into account in determining the amount of benefit), the limitation contained herein shall not apply;
- (c) in the case of a benefit which commences after attainment of age sixty-five (65) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis in accordance with applicable regulations to the amount determined commencing at age sixty-five (65);
- (d) benefits paid to a Participant which total less than ten thousand dollars (\$10,000.00) from all defined benefit plans maintained by the Employer expressed

as an annual benefit shall be deemed not to exceed the limitation of this section provided that the Employer has not at any time maintained a defined contribution plan in which the Participant has participated; however, in the case of a Participant who is not receiving a Disability Retirement Benefit pursuant to section 5.02 or a Survivor Benefit pursuant to section 6.02 or 6.03, with fewer than ten (10) years of participation the limitation expressed in this subsection (d) shall be reduced by one-tenth (1/10) for each year of participation less than ten (10) but in no event shall this limitation be less than one thousand dollars (\$1,000.00);

- (e) the limitations expressed herein shall be based upon Plan Years for calculation purposes, shall be applied to all defined benefit plans maintained by the Employer as one (1) defined benefit plan and to all defined contribution plans maintained by the Employer as one (1) defined contribution plan, and shall be applied and interpreted consistent with Code section 415 and regulations thereunder as applicable to government plans in general and this Plan in particular; and
- (f) in the case of a Survivor Benefit under section 6.02 or 6.03 or a Disability Retirement Benefit under section 5.02, the adjustment under subsection (b) hereof shall not apply and the applicable limitation shall be the limitation contained herein without regard to the age of the benefit recipient.

4.09 Required Distributions

- (a) Notwithstanding any other provision of this Plan, the entire benefit of any Participant who becomes entitled to benefits prior to death shall be distributed either:
 - (1) not later than the Required Beginning Date, or
 - (2) over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).

If a Participant who is entitled to benefits under this Plan dies prior to the date when the entire interest has been distributed after distribution of the benefits has begun in accordance with paragraph (2) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (2) as of the date of the death.

- (b) If a Participant who is entitled to benefits under this Plan dies before distribution of the benefit has begun, the entire interest of such Employee shall be distributed within five (5) years of the death of such Employee, unless the following sentence is applicable. If any portion of the Employee's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1)

year after the date of the Employee's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five-year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Employee would have attained age seventy and one-half (70½) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this subparagraph shall be applied as if the surviving spouse were the Employee.

(c) For purposes of this section, the following definitions and procedures shall apply:

- (1) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy and one-half (70½), or the calendar year in which the Employee retires.
- (2) The phrase "designated Beneficiary" shall mean any individual designated by the Employee under this Plan according to its rules.
- (3) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).
- (4) For purposes of this section, the life expectancy of an Employee and/or the Employee's spouse (other than in the case of a life annuity) may be redetermined but not more frequently than annually.

- 4.10 Assignment - The pension benefit payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer unless the subject of a domestic relations order, mandated by a court of competent jurisdiction.
- 4.11 Retired Participants - Any Participant who shall have retired prior to the Restatement Date shall not have the benefit altered in any way by the provisions of this amended and restated Plan, except where otherwise expressly provided herein. Such retired Participants shall continue to have their benefits governed by the terms of the Plan in effect on the day preceding the Restatement Date. Any Participant who shall have terminated Employment and elected to receive a deferred retirement benefit under section 7.03 shall have such benefit determined based upon the provisions of the Plan in effect as of the date of such termination of Employment and shall not have the benefit altered by the provisions of this amended and restated Plan.
- 4.12 Limitation of Liability - Nothing contained herein shall obligate the Employer, the Plan Administrator, any fiduciary or any agent or representative of any of the foregoing, to provide any retirement or other benefit to any Participant or Beneficiary which cannot be

provided from the assets available in the Pension Fund, whether such benefits are in pay status or otherwise payable under the terms of the Plan. The Council retains the right to amend or terminate this Plan consistent with applicable law at any time, with or without cause and whether or not such action directly or indirectly results in the suspension, reduction or termination of any benefit payable under the Plan or in pay status, and without liability to any person for any such action.

- 4.13 Personal Right of Participant - The right to receive any benefits under this Plan is a personal right of the Participant and shall expire upon the death of the Participant. No heir, legatee, devisee, Beneficiary, assignee or other person claiming by or through a Participant shall have any interest in any benefits hereunder unless clearly and expressly so provided by the terms of this Plan or the provisions of applicable law. A Participant's Election, failure to make an Election or revocation of an Election hereunder shall be final and binding on all persons.
- 4.14 Nonduplication of Benefit - To avoid any duplication of benefits, a Participant who is receiving a retirement benefit under the Plan and who shall resume Employment shall have benefit payments suspended until the first day of the month coincident with or next following the date such Employment shall cease. Upon resumption of benefit payments, such Participant shall receive the greater of the amount of the suspended benefit or the amount of benefit based upon Final Monthly Average Salary and Aggregate Service as of the date that such period of resumed Employment shall cease.
- 4.15 Direct Rollovers
- (a) This section 4.15(a) applies to distributions made on or after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least five-hundred dollars (\$500.00) paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
 - (b) This section 4.15(b) shall apply to distributions made on or after January 1, 2006. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, if a distribution in excess of one-thousand dollars (\$1,000.00) is made and the distributee does not make an election under section 4.15(a) and does not elect to receive the distribution directly, the Plan Administrator shall make such transfer to an individual retirement plan of a designated trustee or issuer pursuant to section 8.03(i). The Plan Administrator shall notify the distributee in writing, within a reasonable period of time and as otherwise prescribed by law, that the distribution may be transferred to another individual retirement plan.
 - (c) For purposes of this section, the following definitions shall apply:
 - (1) "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover

distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or (life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

For purposes of the direct rollover provisions in this section of the Plan, a portion of the distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may only be paid to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion which is not includible.

- (2) "Eligible Retirement Plan" is a qualified trust described in Code section 401(a), an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an eligible deferred compensation plan described in Code section 457(b), which is maintained by a state, political subdivision of a state, and any agency or instrumentality of a state or a political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.
- (3) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (4) "Direct Rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee or the Plan Administrator, if the distributee does not make an election.

ARTICLE V

DISABILITY RETIREMENT

- 5.01 Disability Retirement - A Participant who shall incur a Total and Permanent Disability before attaining Normal Retirement Age shall be entitled to a Disability Retirement Benefit as of the Disability Date.

- 5.02 Disability Retirement Benefit - A Participant who retires due to a Total and Permanent Disability, pursuant to section 5.01 shall be eligible for a disability retirement benefit in an amount equal to the Participant's Accrued Benefit as of the Disability Date, however the benefit shall be no less than fifty percent (50%) of the Member's Salary at the Time the Disability was Incurred as defined pursuant to section 1.22 determined as of the Disability Date. Any member who receives benefits for the same injuries under social security disability shall have the Participant's disability benefits offset or reduced by the amount of such benefits.

- 5.03 Payment of Disability Benefits - Disability payments shall be made monthly as of the first day of each month, commencing as of the first day of the month coincident with or immediately following the Participant's Disability Date and continuing until the earliest of the death of the Participant, cessation of Total and Permanent Disability, or attainment of Normal Retirement Age (such a Participant who attains Normal Retirement Age shall thereafter receive a Normal Retirement Benefit pursuant to section 4.02).

A Participant who shall fail to return within three (3) months to Employment as an Employee of the Employer upon cessation of Total and Permanent Disability prior to attainment of Normal Retirement Age shall be deemed to have terminated Employment as of the Disability Date, shall not be entitled to any distribution of Accumulated Contributions pursuant to section 7.02 to the extent that the total amount of disability payments exceeds the value of the Participant's Accumulated Contributions as of the Disability Date, and shall not be entitled to any other benefits under the Plan on account of any Aggregate Service as of the Disability Date.

- 5.04 Verification of Disability - The Plan Administrator shall in its sole discretion determine whether a Participant shall have incurred a Total and Permanent Disability. The Plan Administrator shall rely on the report of a physician acceptable to the Plan Administrator. If the Plan Administrator shall determine that a Participant who is Totally and Permanently Disabled has recovered sufficiently to resume active Employment as a police officer or if a Participant refuses to undergo a medical examination as directed by the Plan Administrator (such a medical examination may not be required more frequently than once in any given twelve (12) month period), the payment of Disability Retirement Benefits shall cease.

- 5.05 Cessation of Disability - A Participant who is receiving payment of Disability Retirement Benefits under this Plan must notify the Plan Administrator of any change which may cause a cessation of entitlement to receipt of such benefits hereunder. If a Participant

fails to provide immediate notice to the Plan Administrator of any such change in status and continues to receive payment of benefits hereunder to which the Participant is not entitled, then the Plan may take whatever action is necessary to recover any amount of improperly paid amounts, including legal action or offsetting such amounts against any future payments of retirement or other benefits under the Plan, including the costs of such actions.

ARTICLE VI

DEATH BENEFITS

- 6.01 Death of Participant - Upon the occurrence of the death of a Participant, there shall be benefits payable in accord with the following sections of this Article VI.
- 6.02 Survivor Benefit - If a Participant shall die after commencement of retirement or disability benefit payments or after becoming eligible to receive retirement benefit payments under section 4.01 and before retirement benefit payments commence, a Survivor Benefit shall be paid to the surviving spouse or dependent child(ren), if any, of the Participant pursuant to section 6.04 in an amount equal to fifty percent (50%) of the benefit the Participant was receiving or was eligible to receive as of the date of death.
- 6.03 Killed in Service Survivor Benefit - A Survivor Benefit shall be payable in the event of the death of a Participant who is killed in service. In the event such a benefit becomes payable, the surviving spouse or dependent child(ren), if any, of the Participant shall receive a benefit pursuant to section 6.04 in an amount equal to one-hundred percent (100%) of the Member's Salary at the Time of Death defined pursuant to section 1.21.
- 6.04 Payment of Survivor Benefit - The Survivor Benefit commences as of the first day of the month coincident with or immediately following the date of death of the Participant. The Survivor Benefit shall be paid monthly to the surviving spouse of the Participant, if any, until the date of death of the surviving spouse. Upon the death of the surviving spouse or if there is no surviving spouse, the Survivor Benefit shall be paid monthly in equal shares to the surviving dependent child(ren) of the deceased Participant under the age of eighteen (18) or if Attending College, under or attaining the age of twenty-three (23). The shares payable to the surviving dependent children shall be adjusted as each child ceases to be eligible to receive a share of the benefit hereunder.
- 6.05 Death of Participant Prior to Retirement - If a Participant shall die before payment of a benefit has commenced and without eligibility for payment of a Survivor Benefit under section 6.02 or 6.03, the Beneficiary shall be eligible to receive a distribution in an amount equal to the Accumulated Contributions of the Participant as of the date of death of the Participant. If the Participant has received Disability Retirement Benefits hereunder, the amount of distribution of Accumulated Contributions shall be reduced by the amount of Disability Retirement Benefits, which have been paid hereunder.

ARTICLE VII

TERMINATION OF EMPLOYMENT

- 7.01 Rights of Terminated Employees - A Participant who shall cease to be an Employee except as otherwise hereinbefore provided shall have all interest and rights under this Plan limited to those contained in the following sections of this Article.
- 7.02 Distribution of Accumulated Contributions - A Participant whose Employment with the Employer shall terminate for any reason other than death or Total and Permanent Disability prior to attainment of Normal Retirement Age shall be entitled to receive a distribution of Accumulated Contributions. Upon receipt of such Accumulated Contributions, said Participant and Beneficiary shall not be entitled to any further payments from the Plan.
- 7.03 Deferred Retirement Benefit - A Participant who shall have completed at least twelve (12) years of Aggregate Service and whose Employment shall terminate for any reason other than due to death or Total and Permanent Disability prior to attainment of Normal Retirement Age shall be entitled to elect to receive a deferred retirement benefit in lieu of a distribution of Accumulated Contributions under section 7.02. Such a deferred retirement benefit shall be equal to the Participant's Accrued Benefit as of the date Employment terminates and shall commence after application pursuant to section 4.06 and not earlier than the date which would be the Participant's Normal Retirement Date under the Plan if the Participant remained in Employment until such date.

ARTICLE VIII

ADMINISTRATION

- 8.01 Plan Administrator - The Plan Administrator shall be the Committee or the individual appointed by the Council who shall have the power and authority to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan. The Plan Administrator may delegate authority to act on its behalf to any persons it deems appropriate. If a Plan Administrator is not appointed, the Council shall be the Plan Administrator.
- 8.02 Police Pension Committee - If the Council shall appoint a Police Pension Committee to administer the affairs of the Plan, the Council shall delegate such authority as it shall deem appropriate to the Committee. The Committee shall consist of not more than five (5) members appointed by the Council. Each member of the Committee shall serve in that capacity until the earliest of resignation, death, removal or otherwise. Each member may be removed at any time, with or without cause, by the Council. Each member may resign by delivering written notice to the Council and other members of the Committee. Vacancies on the Committee shall be filled by the Council.

8.03 Authority and Duties of the Plan Administrator - The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of the Plan Administrator taken in good faith shall, upon the Council's review and approval thereof, be final and conclusive upon all parties hereto, whether Employees, Participants or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:

- (a) to construe this Plan;
- (b) to determine all questions affecting the eligibility of any Employee to participate herein;
- (c) to compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;
- (d) to authorize any and all disbursements;
- (e) to prescribe any procedure to be followed by any Participant or other person in filing any application or Election;
- (f) to prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explaining the Plan;
- (g) to require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan;
- (h) to appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial services as may be required by any applicable law or laws; and
- (i) to select an individual retirement plan provider (either the state or a federally regulated financial institution) and invest funds in connection with the rollover of mandatory distributions as described in section 4.15(b).

The Plan Administrator shall have no power to add to, subtract from or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Council.

8.04 Police Pension Committee Organization - If the Council appoints a Committee, it may organize itself in any manner deemed appropriate to effectuate its purposes hereunder, subject to the following:

- (a) The Committee shall act by a majority of its members at the time in office and such action may be taken either by vote at a meeting or in writing without a meeting.
 - (b) The Committee shall, from time to time, appoint such agents as it may deem advisable.
 - (c) The Committee may, from time to time, authorize any one or more of its members to execute any document or documents including any application, request, certificate, notice, consent, waiver or direction and shall notify the Council, in writing, of the name or names of the member or members so authorized. In the absence of a designation, the President shall be deemed to be so authorized. Any Trustee or other fiduciary appointed hereunder shall accept and be fully protected in relying upon any document executed by the designated member or members (or the President in the absence of a designation) as representing a valid action by the Committee until the Committee shall file with such fiduciary a written revocation of such designation.
 - (d) The Committee or its delegate, shall maintain and keep such records as are necessary for the efficient operation of the Plan or as may be required by any applicable law, regulation or ruling and shall provide for the preparation and filing of such forms or reports as may be required to be filed with any governmental agency or department and with the Participants and/or other persons entitled to benefits under the Plan but only to the extent that the Council shall delegate such duties and responsibilities to the Committee.
- 8.05 Plan Administrator Costs - The Plan Administrator shall serve without compensation for services unless otherwise agreed by the Council in writing. All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists, and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Council to the extent permitted under applicable law and not otherwise paid by the Employer.
- 8.06 Hold Harmless - No member of the Council, the Plan Administrator, the Enrolled Actuary, nor any other person involved in the administration of the Plan shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing their respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless the Plan Administrator and each successor and each of any such individual's heirs, executors and administrators, and the delegates and appointees (other than any person, bank, firm or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit or proceeding to which he is or may be made a party by reason of being or having been a member, delegate or appointee of the Plan Administrator, except in matters involving criminal liability, intentional or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the

extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.

- 8.07 Approval of Benefits - The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.
- 8.08 Appeal Procedure - Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced which did not so commence or who has some other claim arising under the Plan ("Claimant"), shall first seek a resolution of such claim under the procedure hereinafter set forth.
- (a) Any Claimant shall file a Notice of the claim with the Plan Administrator which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.
 - (b) If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail Notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator's delivering Notice of such extension to the Claimant within the first ninety (90) day period. Any Notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a Notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any, necessary to perfect such claim and a statement of why such material or information is necessary, and (iii) an explanation of the review procedure.
 - (c) Upon receipt of Notice denying the claim, the Claimant shall have the right to request a full and fair review by the Council of the initial determination. Such request for review must be made by Notice to the Council within sixty (60) days of receipt of such Notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Council shall, within sixty (60) days after receipt of the Notice requesting such review, (or in special circumstances, such as where the Council in its sole discretion holds a hearing, within one hundred and twenty (120) days of receipt of such Notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.
 - (d) Any Notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be

adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.

- (e) A Claimant who does not submit a Notice of a claim or a Notice requesting a review of a denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.
- (f) Nothing contained herein is intended to abridge any right of a Claimant to appeal any final decision hereunder to a court of competent jurisdiction under 2 Pa. C.S.A. section 752. No decision hereunder is a final decision from which such an appeal may be taken until the entire appeal procedure of this section 8.08 of the Plan has been exhausted.

ARTICLE IX

THE PENSION FUND

- 9.01 Operation of the Pension Fund - The Council is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth and of this Plan and any amendment thereto.

The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are monies available therein. The Pension Fund will consist of all funds held by the Employer under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. The Employer may, however, appoint a trustee, custodian or investment manager, at its sole discretion.

- 9.02 Powers and Duties of Employer - With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

- (a) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.

- (b) To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.
- (c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.
- (d) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.
- (e) To exercise all conversion and subscription rights pertaining to property held in the fund.
- (f) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.
- (g) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.
- (h) In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.
- (i) To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.
- (j) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.

- (k) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that if a trustee is appointed by the Employer, such trustee shall make such distribution only at the direction of the Employer.
- (l) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.
- (m) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.
- (n) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect of the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.
- (o) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel, actuaries, physicians, appraisers, consultants, professional plan administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund; to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.
- (p) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.

account, but may invest contributions and any profits or gains therefrom in common investments.

- 9.04 Compensation and Expenses of Appointed Trustee - If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out its functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after thirty (30) days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to be reimbursed for the payment thereof, from the Pension Fund.
- 9.05 Periodic Accounting - If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.
- 9.06 Value of the Pension Fund - All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final and conclusive and binding on all parties hereto, the Participants and Beneficiaries and their estates. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

ARTICLE X

AMENDMENT AND TERMINATION

- 10.01 Amendment of the Plan - The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Council provided, however:
- (a) that no amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which each is entitled under this Plan with respect to contributions previously made;
 - (b) that no amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of Employees and no funds contributed to this Plan or

assets of this Plan shall, except as provided in section 10.05, ever revert to or be used or enjoyed by the Employer; and

- (c) that no amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in section 11.03 has been prepared and presented to the Council in accordance with the Act.

10.02 Termination of the Plan - The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer.

10.03 Automatic Termination of Contributions - Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

10.04 Distribution Upon Termination - In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be non-forfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to the vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which affects such termination.

10.05 Residual Assets - If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

10.06 Exclusive Benefit Rule - In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used

for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XI

FUNDING STANDARD REQUIREMENTS

- 11.01 Actuarial Valuations - The Plan's Actuary shall perform an actuarial valuation at least biennially. Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985. Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (a) investment costs associated with obtaining authorized investments and investment management fees;
 - (b) accounting expenses;
 - (c) premiums for insurance coverage on Fund assets;
 - (d) reasonable and necessary counsel fees incurred for advice or to defend the Fund; and
 - (e) legitimate travel and education expenses for Plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.
- 11.02 Duties of Chief Administrative Officer - Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Council annually and shall certify the accuracy of such calculations and their conformance with the Act.

- 11.03 Benefit Plan Modifications - Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the Plan shall provide to the Council a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary, which estimate shall disclose to the Council the impact of the proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

ARTICLE XII

MISCELLANEOUS PROVISIONS


- 12.01 Plan Not a Contract of Employment - No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted hereunder. Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer, nor shall interfere with the right of the Employer to discharge any Employee and to deal with such Employee without regard to the effect such treatment might have upon participation in this Plan.
- 12.02 Meaning of Certain Words - For purposes of this Plan, the masculine gender shall include the feminine gender and the singular shall include the plural, and vice versa, in all cases wherever the person or context shall plainly so require. Headings of Articles and Sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan.
- 12.03 Information to be Furnished by the Employer - The Employer shall furnish to the Plan Administrator (and where applicable, the trustee) information in the Employer's possession as the Plan Administrator and the trustee shall require from time to time to perform their duties under the Plan.
- 12.04 Severability of Provisions - Should any provisions of this Plan be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein.
- 12.05 Incapacity of Participant - If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining the Participant and that no guardian or committee has been appointed for the Participant, may provide for such payment of pension benefits hereunder to such person or institution so maintaining the Participant, and any such payments so made shall be deemed for every purpose to have been made to such Participant.

- 12.06 Pension Fund for Sole Benefit of Participants - The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.
- 12.07 Benefits for a Deceased Participant - If any benefit shall be payable under the Plan to or on behalf of a Participant who has died, if the Plan provides that the payment of such benefits shall be made to the Participant's estate, and if no administration of such Participant's estate is pending in the court of proper jurisdiction, then the Plan Administrator, at its sole option, may pay such benefits to the surviving spouse of such deceased Participant, or, if there is no surviving spouse, to such Participant's then living issue, per stirpes; provided, however, that nothing contained herein shall prevent the Plan Administrator from insisting upon the commencement of estate administration proceedings and the delivery of any such benefits to a duly appointed executor or administrator.
- 12.08 Assets of the Fund - Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.
- 12.09 Personal Liability - Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer or agent of the Employer or Plan Administrator shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan.
- 12.10 Construction of Document - This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth, excepting such Commonwealth's choice of law rules.

ORDAINED and ENACTED this 12th day of July 2006.

BOROUGH OF WEST VIEW

BY: 
Kenneth J. Wolf, Secretary/Manager

BY: 
Daniel M. Daugherty
President of Town Council

EXAMINED and APPROVED this 12th day of July 2006

BY: 
Mayor Richard E. Powell