Township of Upper St. Clair

THERE WILL BE AN INFORMATIONAL AND GENERAL AFFAIRS MEETING OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER ST. CLAIR AT 7:30 P.M. ON MONDAY, NOVEMBER 30, 2026, AT THE MUNICIPAL BUILDING, TOWNSHIP OF UPPER ST. CLAIR, 1820 MCLAUGHLIN RUN ROAD, UPPER ST. CLAIR, PA 15241.

AGENDA

1. Call to Order.

2. Roll Call.

3. Citizens' Comments.

INFORMATIONAL ITEMS

4. Community Development

   A. December 7, 2026, Regular Meeting Agenda Items.

   1. Old Business:

      (a.) None.

   2. New Business:

      (b.) None.

   B. Other.

      (a.) None.

5. Other Agenda and Discussion Items

   A. Discussion Re. Adoption of the 2027 Budget. (Memorandum enclosed)

   B. Discussion Re. Approval of Contracts. (Memorandum enclosed)
      - Gasoline and Diesel Fuel
      - Tri-Community South (TCS) Ambulances
      - Municipal Building Renovation Project Furnishings

C. Discussion Re. Appointments and Reappointments to Various Township Boards and Commissions. (Memorandum enclosed)

D. Discussion Re. 2027-2037 Comprehensive Parks Plan and Boyce Mayview Park Master Plan Consultant Selection. (Memorandum enclosed)

E. Discussion Re. Authorization of Lease Agreement with South Hills Area Council of Governments (SHACOG). (Memorandum enclosed)

GENERAL AFFAIRS

1. Presentation Re. Community & Recreation Center Implementation Advisory Committee Recommendations Update. (Mark Edelmann, Weber Murphy Fox Architect, to present)

2. Recommendation Re. Reassigning Duplicate Bill Number 5-26 Assigned to Ordinance 2285 Amending Chapter 21 of the Township Code Entitled "Departments of Government" to Formally Establish the Department of Information Technology and the Department of Human Resources to Bill Number 6-26. (Memorandum enclosed)

3. Recommendation Re. Establish Public Hearing Re. PLC26-0006 – St. Clair Country Club Paddle Hut – Unified Conditional Use – Preliminary/Final Land Development Approval. (Memorandum enclosed)

4. Recommendation Re. Approval for a Grant Application Through the Department of Community and Economic Development for a Statewide Local Share Account Grant for the McLaughlin Run Streambank Restoration Project. (Memorandum and Resolution No. 1807 enclosed)

5. Review of the Informational and General Affairs Meeting Minutes of October 26, 2026. (Minutes enclosed)

6. Consideration of the November 2026 Bill Sheet. (Bill Sheet sent electronically 11/25/26)

7. Acknowledge Receipt of Financial Statements for the Ten-Month Period ending October 31, 2026. (Financial Statement sent electronically 11/25/26)

8. Adjournment.

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. ADOPTION OF THE 2027 BUDGET**

A public hearing was held on November 2, 2026, to review the Township Manager's 2027 Proposed Budget. The Proposed Budget holds the Real Estate Tax rate at 3.83 mills and the Earned Income Tax rate at 0.80% and sets the sanitary sewer rate multiplier at 1.52.

No changes have been made since the release of the 2027 Proposed Budget last month. However, several open items from the 2026 Capital Projects Fund Budget are still being reviewed to determine if they will be received/completed this year, or if any portion of their associated funding should be carried over to the 2027 Budget for payment next year. Any such adjustments will have a neutral overall budgetary impact and will be communicated to the Board in next week's Staff recommendation memorandum.

In accordance with Section 906 of the Township Charter, staff will prepare a Bill for the Board's consideration of the 2027 Budget. Staff will recommend that the Board of Commissioners adopt the 2027 Budget at the Regular Board meeting on Monday, December 7, 2026.

aw/mpr

i:/memos/discussion budget adoption 2027 IGA Nov 30 2026

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. APPROVAL OF CONTRACT FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL**

The South Hills Area Council of Government (SHACOG) Purchasing Alliance recently received bids for gasoline and diesel fuel. Melzers Fuel Service, Coraopolis, PA, was the best responsible bidder for 89 Octane – unleaded midgrade gasoline, with a fixed margin price of $ -0.001 on each gallon. Melzers Fuel Service was also the best responsible bidder for the quantities of diesel fuel ordered by the Township, with a fixed margin price of $ -0.001. A winterized diesel fuel additive is also available at the cost of $0.025/gallon from Melzers Fuel Service.

The Township purchases approximately 70,000 gallons of gasoline and 25,000 gallons of diesel fuel each year under this contract. Fuel pricing is determined at the time an order is placed by adding a constant mark-up or in this year's case mark-down (fixed margin) to the OPIS Daily Pittsburgh Average (Index) for petroleum products.

Funding for fuel expense is allocated in the Public Works' Equipment Maintenance Budget. Staff will recommend that the proper Township officials be authorized to enter into a contract with Melzers Fuel Service under the terms specified above, at the Regular Board Meeting on December 7, 2026.

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MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. APPROVAL OF CONTRACT TO PURCHASE TWO (2) NEW AMBULANCES FOR TRI-COMMUNITY SOUTH EMS**

Penn Care, Inc., Niles, OH, has submitted a proposal for two (2) 2027 Ford F-450 4x4 ambulances utilizing PA COSTARS government pricing contract #013-E24-312 in the amount of $271,676.00 each for a total price of $543,352.00.

The Tri-Community South Administrative Committee has approved the purchase of the ambulances. Funding for the purchase of EMS vehicles will be incorporated in Tri-Community South's 2027 Capital Budget.

Staff will recommend that the proper Township officials, on behalf of Tri-Community South, be authorized to enter into a contract with Penn Care, Inc. for the purchase of two (2) 2027 ambulances for a total of $543,352.00 at the December 7, 2026 Regular Meeting of the Board.

/avg
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MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. APPROVAL OF CONTRACT FOR MUNICIPAL BUILDING RENOVATION PROJECT FURNISHINGS: DEPARTMENT OF INFORMATION TECHNOLOGY, CABLE 7 TELEVISION, TRI-COMMUNITY SOUTH EMS AND TOWNSHIP ADMINISTRATION**

Staff is recommending Anderson Interiors, Inc. for the purchase, delivery, and assembly of furnishings associated with the next phase of the Municipal Building renovations. The proposed furnishings will serve the Department of Information Technology, Cable 7 Television, Tri-Community South EMS and Township Administration privacy suite.

This purchase is available under a COSTARS contract in the amount of $83,641.40 and is allocated in the Township's 2026 Capital Projects Budget.

Staff will recommend that the proper Township Officials be authorized to enter into a contract with Anderson Interiors, Inc., in the amount of $83,641.40 at the December 7, 2026 Regular Meeting of the Board.

/avg
i:\memos\discussion municipal building renovation project furnishings2026.doc

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. APPOINTMENTS AND REAPPOINTMENTS TO VARIOUS TOWNSHIP BOARDS AND COMMISSIONS**

The following Board and Commission terms will expire on December 31, 2026. These appointments and reappointments may be discussed at the Informational and General Affairs Meeting, Monday, November 30, 2026. Formal action may take place at the December 7, 2026 Regular Meeting of the Board of Commissioners.

Building and Fire Codes Appeals and Advisory Board – 3 year term
- David J. McLean
- Robert T. Stevens, Jr.

Civil Service Board – 3 year term
- Shon Worner

Library Board – 3 year term
- Barbara Zimmt

Municipal Authority – 5 year term
- Nicholas J. Seitanakis

Park and Recreation Advisory Board – 3 year term
- Grant Kandabarow
- William O. Barnard
- Roger Hartung
- Diane Morris
- Bob Dudas* *(Term expires 2027)*

Planning Commission – 4 year term
- Adam McGurk
- David Wade
- Firas Abdelahad**

Zoning Hearing Board – 3 year term
- Adam Sheldon *(Alternate Position)*
- Jason Farrelly* *(Alternate Position)*

*New Appointments: Candidates are included on the current list from interviews held Spring 2025

**This appointment serves on the Building & Fire Codes Appeals & Advisory Board and is shifting to the Planning Commission

M:/Memos/reappointments, IGA Meeting 11.30.26

Township of USC Upper St. Clair
FOUNDED 1788

MEMORANDUM

To: Board of commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. 2027-2037 COMPREHENSIVE PARKS PLAN AND BOYCE MAYVIEW PARK MASTER PLAN CONSULTANT SELECTION**

Christopher Biswick, Director of Recreation and Leisure Services, will provide the Board with an update regarding the process and recommendation for selecting a consulting firm for the development of the Township's 10-year Comprehensive Parks Plan and revision of the Boyce Mayview Park Master Plan. This will occur at the Informational & General Affairs Meeting on Monday, November 30, 2026.

Staff will recommend that the Board of Commissioners authorize the appropriate Township officials to execute a contract with the recommended consultant at the Regular Meeting on Monday, December 7, 2026.

Attachment:

- Memo from Recreation with Consultant Scope of Work and Fee Estimates

MRS/ll

M:/Memos/2027-2037 Parks Plan Consultant Recommendation Nov 30 2026 IGA

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Chris Biswick, Director of Recreation & Leisure Services

Date: November 25, 2026

Subject: **2027-2037 COMPREHENSIVE PARKS PLAN AND BOYCE MAYVIEW PARK MASTER PLAN CONSULTANT SELECTION**

The Township solicited proposals from three consulting firms, including Environmental Planning & Design (EDP), Herbert, Rowland & Grubic, Inc. (HRG), and Pashek + MTR, to assist with the development of a Township-wide Parks and Recreation Comprehensive Plan and the revision of the Boyce Mayview Park Master Plan.

For comparison purposes, the proposals received are listed below in ascending order of total proposed cost:

Pashek + MTR	$119,000.00
Herbert, Rowland & Grubic (HRG)	$119,435.00
Environmental Planning & Design (EPD)	$129,988.00

Following a review of the submitted proposals, interviews were conducted with EDP and HRG on October 28, 2026, to further evaluate each firm's qualifications, approach, experience, and understanding of the Township's goals and objectives.

Upon completion of the evaluation process, Recreation staff, Community Development staff, and a representative of the Parks and Recreation Advisory Board recommend EDP as the Planning Consultant for both projects. Although EDP's proposal is higher than the other proposals, the recommendation reflects the firm's understanding of the Township's goals, familiarity with Boyce Mayview Park, and overall approach to both planning efforts. The group believes EDP offers the best overall fit and value, providing an objective perspective and analysis, recommendations and practical tools to help the Township and Recreation Department evaluate needs, establish priorities and make informed decisions regarding future parks and recreation improvements and capital investments.

Attachment:

- EDP Scope of Work and Fee Estimate

M:/Memos/Memo from CB to MRS re Parks Plan Consultant Recommendation Nov 24 2026

billing method

The fee for professional services as described in this proposal is to be charged on a time including reimbursable basis.

EPD Director of Design's time will be billed at $188.00 per hour.
EPD Director of Planning and Policy's time will be billed at $165.00 per hour.
EPD Landscape Architect time will be billed at $142.00 per hour.
EPD Landscape Designer/ Planner II's time will be billed at $101.00 per hour.
EPD Landscape Designer/ Planner I's time will be billed at $85.00 per hour.
EPD Senior GIS Technician's time will be billed at $101.00 per hour.

All other supporting technical staff time will be charged at payroll rates times a factor of 3.1 to cover normal office overhead.

Printing, photographic reproduction, photocopying, mailings, travel expenses, long distance telephone calls, renderings, and any other non-incidental expenses, are reimbursable at cost. EPD does not charge for travel time.

Invoices will be submitted monthly; payments are due thirty (30) days from date of invoice. Any overdue payments are subject to interest charges of 1.5% per month charged from the 30th day forward.

If the services as described in the Scope of Work are not completed within twelve months of signing this Agreement, the rates listed above shall be increased annually by the change in the Consumer Price Index for the previous twelve (12) months. This increase shall not effect the total budget of the project.

We can begin work upon the signing of this proposal. Any work tasks in addition to those listed under Scope of Work will be provided on a time basis as authorized by the Owner.

Additional Services
Additional Services shall be provided if authorized or confirmed by the Owner and they shall be paid for by the Owner as provided in this Agreement.

Mapping / Planning / Survey Data
It is understood that all necessary information (i.e. base mapping, planning data, survey information, engineering data and architectural drawings, including an accurate legal description of the property) requested will be supplied in digital format if available by the Owner. To the extent such necessary information is not available by the Owner in digital format, EPD shall advise Owner, in writing, of any additional costs that may be incurred in order to convert such information into digital format or that otherwise may result from the information existing in hard copy only. EPD shall not incur any costs additional to those included in the budget amount set forth below in the section of this Agreement titled Compensation without first obtaining written approval from Owner.

Digital Files
At the Owner's request, EPD will provide electronic data files in the following formats as appropriate: Microsoft Office Suite®, MicroStation®, AutoCAD®, ArcView®, ArcGIS® and Adobe Suite®. EPD makes no representation as to the compatibility of these files with the Owner's hardware or software. The Owner agrees to waive any claim against EPD arising from any unauthorized transfer, reuse or modification of the drawings.

Owner Indemnification
The Owner represents that all documents and representation to EPD are accurate. Any error in the Owner's documents which causes delays or necessitates additional work shall be the sole responsibility of the Owner.

fee estimate

Scope of Work Tasks	Total
Existing Plans Review	$8,240
Public Participation	$28,940
Steering Committee Meetings and Recreation Board Meetings	
Survey	
Key Person Interviews/ Focus Groups	
Public Meetings	
Elected Officials Briefings	
BMP System-Wide Inventory and Assessment	$33,480
Facilities and Open space Inventory and analysis	
Facilities and Equipment Maintenance Systems	
Recreation Programs	
Financing and Funding	
Trail/ Connectivity Planning (Local and Regional, Accessibility	
Parks and Recreation Demographic & Recreation Trends	$5,816
Community Background	
Socio-Economic Features, Trends and Analysis	
Financial and Capital Planning	$5,816
Implementation Plan	
Capital Priority Plan	
Parks and Recreation Financial & Capital Planning	$5,248
Recommendations and Cost Estimates	$5,248
Boyce Mayview Park Usage & Layout Evaluation	$37,200
Design Consideration	
Design Process and Recommendations	
Capital and Infrastructure Needs	
Total	**$129,988**

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **DISCUSSION RE. AUTHORIZATION OF LEASE AGREEMENT WITH SOUTH HILLS AREA COUNCIL OF GOVERNMENT (SHACOG)**

Staff will prepare an ordinance for consideration at the December 7, 2026 regular meeting of the Board authorizing a lease agreement between the Township and South Hills Area Council of Government (SHACOG) for office space in the lower level of the Township Building.

The space, which is currently being renovated, was made available as a result of the relocation of the Department of Planning and Community Development during an earlier phase of the Township Municipal Building Next Gen project. SHACOG will relocate their offices from Scott Township Public Works Building. The move is scheduled to occur at the end of 2026/beginning of 2027.

Attached for Board consideration is the draft lease agreement.

Attachment (1)

/avg
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DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") entered into as of _____ __, 2026 (the "Effective Date") by and between TOWNSHIP OF UPPER ST. CLAIR, a Pennsylvania municipality ("Lessor"); and THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS, INC., a Pennsylvania non-profit corporation ("Lessee").

All words herein referring to Lessor or to Lessee shall be taken to be of such gender and number as the circumstances may require and if Lessee be more than one person, the provisions hereof shall be taken to bind and apply to them jointly and severally.

WITNESSETH:

For and in consideration of the terms, covenants and conditions herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **LEASED PREMISES:**

(A) Lessor hereby leases to Lessee, and Lessee hereby accepts and rents from Lessor, that certain office space consisting of approximately 1810 rentable square feet of floor space as depicted in Exhibit A, attached hereto (the "Leased Premises") of the building known as 1820 McLaughlin Run Road, Township of Upper St. Clair Municipal Building, Pittsburgh, Pennsylvania 15241 (the "Building").

(B) During the Term (defined below), Lessee shall also have a non-exclusive license for the benefit of Lessee and Lessee's employees, agents and invitees (a) for access to and from the Leased Premises through the Building (and over other property of Lessor appurtenant thereto not otherwise leased to a third party); and (b) to use those portions of the Building (and other property of Lessor appurtenant thereto) which may from time to time be reasonably designated by Lessor for use by all tenants of the Building including, but not limited to, elevators, and unrestricted parking areas, if any.

2. **TERM:** The duration of this Lease (the "Term") shall be for the period set forth in this Section 2, unless extended or sooner terminated pursuant to the provisions of this Lease.

(A) **PRIMARY TERM.** This Lease shall commence upon Lessor tendering possession of the Leased Premises to Lessee, which is anticipated to occur on January 1, 2027 (the "Commencement Date"). The Primary Term shall be for three (3) years, commencing on the Commencement Date, and shall terminate at 12:00 am on the date that is three (3) years following the Commencement Date (the "Expiration Date").

(B) **SURRENDER AT END OF TERM; WAIVER.** Lessee shall immediately surrender possession of the Leased Premises at the expiration of the Term or upon the prior termination of the Lease pursuant to the terms herein. Lessee shall return the Leased Premises broom clean and free of debris and in good order and condition, reasonable wear and tear and damage by fire or other hazard not occurring through any willful or illegal act or omission of Lessee, its employees, agents or invitees, alone excepted. In addition, Lessee shall deliver to Lessor all keys, plastic cards or other entry devices for the Leased Premises, the Building and its appurtenances.

LESSEE WAIVES ALL RIGHT TO ANY NOTICE WHICH MAY BE REQUIRED UNDER ANY LAWS NOW OR HEREAFTER ENACTED AND IN FORCE IN PENNSYLVANIA, INCLUDING THE LANDLORD AND TENANT ACT OF 1951, ACT OF APRIL 6, 1951, AS AMENDED. LESSEE AGREES TO GIVE UP QUIET AND PEACEABLE POSSESSION OF THE LEASED PREMISES AT THE END OF THE TERM WITHOUT FURTHER NOTICE FROM LESSOR.

(C) **HOLDING OVER.** Lessee shall not remain in possession of the Leased Premises after the termination of this Lease without the prior written consent of Lessor.

3. **RENT:**

(A) **BASIC RENT:** Commencing on the Commencement Date, Lessee agrees to pay, as "Basic Rent," to Lessor at Lessor's notice address set forth herein (or at such other place as Lessor shall from time to time designate in writing), in lawful money of the United States of America, in advance and without notice, demand or set off, on the first business day of each calendar month, the sums set forth below:

LEASE YEAR	MONTHLY RENTAL	RATE PER S.F.
1-3	$1,885.42	$12.50

If said monthly Basic Rent is not paid on or before the fifth (5th) day of the month, at Lessor's option, a monthly late charge of five percent (5%) shall be due and payable by Lessee as Additional Rent for each and every month that said monthly Basic Rent is delinquent.

(B) **LESS THAN A MONTH:** In the event that this Lease commences on a day other than the first day of a month or terminates on a day other than the last day of a month, the Rent for such partial month(s) shall be prorated based upon a 30-day month and shall be payable on the Commencement Date or on the first day of the last month, as the case may be.

(C) **SECURITY DEPOSIT:** Prior to the Commencement Date, Lessee shall pay to Lessor a security deposit in the amount of $3,770.84 (the "Security Deposit") as security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Lease upon Lessee's part to be performed, which Lessor shall hold for the duration of the Term and which account shall not bear interest. Lessor shall have the right, but not the obligation, to apply any part of the deposit to cure any default of Lessee, and if the Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount so applied so that the Lessor shall have the full deposit on hand at all times during the Term. Lessor shall return the Security Deposit to Lessee within Sixty (60) days of the expiration or termination of this Lease and the surrender of the Premises in accordance with the terms hereof. If Basic Rent or Additional Rent becomes overdue and is unpaid or any other sum payable by Lessee to Lessor becomes overdue and unpaid, then the Lessor may, in its reasonable discretion, apply any portion of the Security Deposit to the payment of such sum. Lessee shall remit a sufficient amount to Lessor to restore the original sum deposited and the failure to do so within Fifteen (15) days of the Lessor's written demand will result in a breach of this Lease.

(D) **ADDITIONAL RENT.** All costs, charges, and expenses that Lessee assumes, agrees to, or is obligated to pay to Lessor under this Lease other than Basic Rent shall be deemed additional rent ("Additional Rent"). Additional Rent includes an annual charge of $16,975.00 per year for information technology support services provided by Lessor as

further described in Section 4(A), below, payable monthly at a rate of $1,414.58 on the first business day of each calendar month. In the event of nonpayment of any Additional Rent, Lessor shall have the same rights and remedies with respect to the Additional Rent as is provided for herein in case of nonpayment of Basic Rent. Lessee shall pay Lessor the Basic Rent and Additional Rent when due and without notice or demand, at the time and in the manner specified herein. Basic Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

(E) **RENT PAYMENTS.** Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as payment on account. Lessor's acceptance of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies it may have against Lessee.

4. **UTILITIES AND SERVICES:**

(A) Lessor shall provide, within its standards on each item, the following services and facilities:

(1) Air conditioning and heating to the Building during all reasonable business hours. Lessee agrees to cooperate fully with Lessor and to abide by all of the regulations and requirements which Lessor may reasonably prescribe for the proper functioning and protection of the air conditioning and heating systems.

(2) Cleaning and maintenance of the Common Areas, including snow removal from sidewalks and parking areas for the Building.

(3) Ordinary janitorial service for the Leased Premises as necessary to maintain the Leased Premises in a good and clean condition.

(4) Maintenance of service of the public toilet rooms in the Building.

(5) Cleaning of outside and inside of exterior window panes.

(6) Information technology support services to Lessee and its employees during all reasonable business hours, including help desk support; maintenance monitoring, and support of network infrastructure installed and maintained by Lessor within the Building; and such other information technology services as Lessors may reasonably designate from time to time.

(7) Exterior lighting in Common Areas during evening hours.

(B) Lessor does not warrant that the services provided for in paragraph (A) hereof shall be free from slow-down, interruption or stoppage pursuant to voluntary agreement by and between Lessor and governmental bodies and regulatory agencies, or caused by the maintenance, repair, substitution, renewal, replacement or improvements of any of the equipment involved in the furnishing of any such services, or caused by changes of services, alterations, strikes, lockouts, labor controversies, fuel shortages, accidents, acts of God or the

elements or any other cause beyond the reasonable control of Lessor, except caused by the negligence or willful misconduct of Lessor; and specifically, no such slowdown, interruption or stoppage of any of such services shall ever be construed as an eviction, actual or constructive, of Lessee, nor shall same cause any abatement of Basic Rent or Additional Rent payable hereunder or in any manner or for any purpose relieve Lessee from any of its obligations hereunder, and in no event shall Lessor be liable for damages to persons or property or be in default hereunder as a result of such slowdown, interruption or stoppage. Lessor agrees to use reasonable diligence to resume the service upon any such slowdown, interruption or stoppage.

(C) Lessor shall pay for the following utilities serving the Building and Leased Premises: gas, electric, water, sewer, telephone, and internet.

5. **USE CLAUSE:** Lessee shall use the Leased Premises for office administration purposes only and for no other purposes without Lessor's prior written consent. Lessee, at its sole expense, shall apply for and obtain any required occupancy certificate and/or permit for the Leased Premises prior to occupying the Leased Premises. Lessee shall not use the Leased Premises for any illegal purpose or any purpose which shall constitute a nuisance nor do or suffer anything to be done in or about the Leased Premises which will violate any laws, ordinances, rules, regulations or orders imposed or issued by any governmental entity or agency. Reference is further made to Section II of the attached Exhibit B, Rules and Regulations as to Use And Occupancy.

6. **COMMON AREAS:** "Common Areas" shall consist of those areas reasonably designated by Lessor in or adjacent to the Building for the use or benefit of the Building in common, including but not limited to sidewalks, landscaping, any parking areas, curbing, drives, halls, stairs, elevators.

Lessee shall repair or replace any of the Common Areas to the extent that Lessee has caused any damage or loss to any such Common Areas.

7. **RULES AND REGULATIONS:** Lessee, its employees, agents and invitees, shall comply with all Rules and Regulations adopted by Lessor and with such reasonable changes or additions thereto as Lessor may from time to time adopt and submit to Lessee. A copy of the present Rules and Regulations is hereto attached, made part hereof and marked Exhibit B. All such Rules and Regulations shall be applied by Lessor in a non-discriminatory manner to all tenants and invitees.

8. **LESSEE'S OBLIGATIONS:**

Lessee shall:

(A) Conduct its business in a manner that will not be reasonably objectionable to other tenants in the Building, including noise, vibration, odor or fumes. In the event Lessor receives complaints from other tenants in the Building and determines in its sole judgment, that Lessee's use and occupancy is reasonably objectionable to other tenants, Lessee agrees, upon notice from Lessor, to promptly modify its use so as to eliminate such objection;

(B) Not permit any person on the Leased Premises, with Lessee's permission, who destroys, defaces, damages, impairs or removes any part of the Building, the

Leased Premises or the facilities, equipment or appurtenances thereto or used in common nor shall Lessee do any such thing; and

(C) Indemnify, defend and hold harmless Lessor from any and all loss, cost, expense and damages of any nature, arising out of or in any manner related to Lessee's breach of any of its covenants and obligations hereunder or to Lessee's use and occupancy of the Leased Premises.

9. **MAINTENANCE AND REPAIRS:**

(A) Lessor shall make, at its sole cost and expense, all repairs necessary to maintain the plumbing, air conditioning and electrical systems servicing the Building; all structural components of the Building, including the roof, foundation, and exterior and interior walls; exterior windows; and the Common Areas in neat and orderly condition; provided, however, that Lessor shall not be obligated for any of such repairs until the expiration of a reasonable period of time after written notice from Lessee that such repair is needed. In no event shall Lessor be obligated under this paragraph to repair any damage caused by any act, omission, accident or negligence of the Lessee or its employees, agents, invitees, licensees, subtenants, or contractors.

(B) Except as the Lessor is obligated for repairs as provided herein above, Lessee shall make at its sole cost and expense all repairs necessary to maintain the Leased Premises and shall keep the Leased Premises and the fixtures therein in neat and orderly condition. If the Lessee refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after written notice from Lessor of the need therefore, Lessor may make such repairs at the expense of Lessee and such expense, along with a fifteen (15%) percent service charge, shall be collectible as Additional Rent.

(C) Lessor shall not be liable by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations, additions or improvements in accordance with this Section 9 in or to the Leased Premises or the Building or to any appurtenances or equipment therein. Lessor shall interfere as little as reasonably practicable with the conduct of Lessee's business. There shall be no abatement of Rent because of such repairs, alterations, additions or improvements, except as provided in Section 13 hereof.

10. **ALTERATIONS; IMPROVEMENT WORK; ADDITIONS:**

(A) **BY LESSEE:** Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of Lessor (which approval shall not unreasonably be withheld or delayed). Any such work approved by Lessor shall be carried on in a first class, workmanlike manner in accordance with building standard and other reasonable requirements of Lessor and in compliance with all governmental orders, regulations and permits. Such work shall be performed by responsible contractors (mutually agreed upon by Lessor and Lessee) who will, prior to commencement of work, submit satisfactory proof of insurance coverage naming Lessor as an additional insured.

(B) **'AS BUILT' PLANS:** Following completion of such alterations, additions or improvements by Lessee, Lessee shall furnish Lessor with current "as built" plans and specifications reflecting such alterations, additions or improvements.

(C) **OWNERSHIP OF IMPROVEMENTS; REMOVAL:** Unless otherwise agreed to in writing, all alterations, additions or improvements constituting any part of the structure of the Leased Premises or an integral part of the building systems shall become the property of Lessor at the end of the Term hereof or upon prior termination of this Lease and shall remain in and be surrendered with the Leased Premises, without disturbance or injury. Lessee, however, if not in default, may remove any other alterations, additions, fixtures, improvements, appliances or equipment installed by Lessee which can be removed without damage to or leaving incomplete the Building or the Leased Premises.

11. **ACCESS:** Lessor hereby reserves the right on behalf of itself, its employees and agents to enter the Leased Premises at all reasonable times for the purposes of inspection, making repairs or improvements or to exhibit the Leased Premises to prospective Lessees, purchasers, mortgagees, appraisers, insurers, contractors or workmen without liability to Lessee for any loss of quiet enjoyment of the Leased Premises. When conveniently possible, Lessor shall give 24 hours prior notice (oral or written) before any such entry. Lessor shall not abuse the right of access or use it to harass Lessee.

12. **INSURANCE:**

(A) **Fire and Extended Coverage:** Lessee shall be responsible to provide fire and extended coverage insurance on all leasehold improvements in the Leased Premises including all of Lessee's equipment, trade fixtures, appliances, furniture, furnishings and personal property in or about the Leased Premises. Such insurance shall include an all-risk legal liability endorsement to cover property damage for which Lessee is responsible.

(B) **Comprehensive General Liability Insurance:** Lessee shall maintain comprehensive general liability insurance covering all occurrences within the Leased Premises during the Term on an occurrence basis with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Tow Million Dollars ($2,000,000.00) in the aggregate. Lessor shall be named as an additional insured under said policy as its interest may appear. Prior to the Commencement Date, Lessee shall provide Lessor with evidence of such coverage and, at least thirty (30) days prior to the expiration of such coverage, evidence of the renewal thereof, all of which evidence shall be reasonably satisfactory to Lessor. Such insurance shall also contain a provision that the same may not be canceled without ten (10) days prior written notice to Lessor by certified or registered mail.

(C) **BUSINESS INTERRUPTION INSURANCE:** Lessor and Lessee, at their sole options, shall each be independently responsible for the procurement of business interruption insurance to protect their respective interests under this Lease.

13. **FIRE OR OTHER HAZARD**

(A) **HAZARD DAMAGE:** Except as provided in Section 13(B) below, if the Leased Premises (or some other portion of the Building necessary for the enjoyment of the Leased Premises by Lessee) is damaged by fire or other hazard ("Hazard Damage"), repairs shall be made by Lessor as soon as reasonably may be done and the Rent shall be equitably apportioned according to the areas of the Leased Premises rendered unusable from the date of such fire or other hazard (the "Date of Occurrence") until the same are restored.

(B) **LESSOR'S RIGHT OF TERMINATION:** Notwithstanding the provisions of Section 13(A) above, if (1) damage or loss occurs because of a hazard which is not covered by Lessor's insurance, or (2) all or a material portion of the Leased Premises or some other portion of the Building necessary for the use and enjoyment of the Leased Premises by Lessee is damaged or destroyed by hazard damage and the cost to repair the entire damage to the Leased Premises and the Building is more than twenty-five percent (25%) of the replacement cost of the Building, then Lessor may, at its option, terminate this Lease by giving Lessee written notice of termination within thirty (30) days of the Date of Occurrence.

(C) **LESSOR'S COMMITMENT:** Unless the Lessor terminates this Lease in accordance with Section 13(B) above, Lessor shall, within sixty (60) days after the Date of Occurrence, give written notice to Lessee setting forth Lessor's unqualified commitment to make all necessary repairs or replacements required to restore the Leased Premises and any other portions of the Building necessary for the use and enjoyment of the Leased Premises to at least as good condition as immediately prior to the Date of Occurrence ("Commitment Notice"). In such notice, Lessor shall set forth the date of commencement of such repairs (the "Date of Commencement") and Lessor's best good faith estimate of the date of completion of the same (the "Completion Date").

(D) **LESSEE'S RIGHT OF TERMINATION:** In the event that (1) Lessor shall fail to give such Commitment Notice within the sixty (60) day period as provided for in Section 13(C) above, or (2) the Completion Date set forth in such Notice shall be in excess of 180 days after the Date of Occurrence, then Lessee may, at its option, terminate this Lease by giving written notice of termination within seventy-five (75) days of the Date of Occurrence.

(E) **RENT REFUND:** In the event of termination of this Lease pursuant to this Section 13, Lessor shall promptly refund to Lessee any Rent allocable to the period subsequent to the Date of Occurrence except any portion which may be allocable to partial occupancy. Lessee shall thereupon surrender possession of the Leased Premises in accordance with Section 2(C) of this Lease.

(F) **TIME OF ESSENCE:** As to all dates and time periods hereinabove in this Section 13 set forth (except as to the Completion Date provided for in Section 13(C) above), it is mutually agreed that time shall be of the essence thereof.

(G) **TERMINATION; NON-WAIVER:** Termination of this Lease by either Lessor or Lessee under this Section 13 shall not be deemed a waiver of any other rights or remedies which either may have against the other nor relieve Lessor or Lessee of any liability for any loss or damage suffered by reason of the failure of either party to perform any of its obligations under this Lease arising prior to the date of such termination.

(H) **NOTICE TO LESSOR (OF DAMAGE OR HAZARDOUS CONDITION):** Lessee shall notify Lessor of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

14. **WAIVER OF SUBROGATION:** Neither Lessor nor Lessee shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent that either party shall be reimbursed or has the right to be reimbursed out of hazard insurance carried by Lessor or by Lessee, as the case may be, with respect to such loss, damage, injury or death. In the event

that their respective insurance policies do not already provide for waiver of subrogation, Lessor and Lessee each agree to obtain a waiver of subrogation endorsement from their respective insurers.

15. **ASSIGNMENT; SUBLETTING:** Lessee shall not sublet or rent the Premises or any part thereof, nor transfer possession or occupancy thereof to any person, corporation, partnership or association, nor advertise the same in any newspaper or other place, nor transfer, assign or encumber this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; nor shall any assignment hereof be effected by operation of law or otherwise without such consent. Any such consent, if given by Lessor, shall not release Lessee from any of Lessee's obligations under this Lease (unless so specified) nor shall it serve as a waiver of the need for written consent in all future cases; nor shall such consent unreasonably be withheld or delayed. Any sale or transfer after the date hereof, whether to one or more persons or entities and whether at one or more times, of a total of more than fifty (50%) percent of the shares of capital stock of any corporation or of the voting control of any such corporation or of any partnership which is then the Lessee under this Lease, shall be deemed an assignment of this Lease within the meaning of this Section 15.

16. **SIGNS:** Lessee's name may be placed on the Tenant Directory outside of the Building or in the lobby of the Building. Unless specifically approved in writing by Lessor in advance, no sign, placard, picture, advertisement, name or notice shall be displayed, printed or affixed to the outside or inside of the Building, the Leased Premises or in the vicinity of the same. Any sign erected or displayed in violation of this provision shall be removed by Lessee upon three (3) days written notice from Lessor. Failing such removal, Lessor hereby reserves the right to remove such sign at the cost and expense of Lessee and collect the same as Additional Rent hereunder. Upon the expiration or earlier termination of the Term of this Lease, Lessee hereby agrees to remove all signs erected by Lessee and repair any damage caused thereby and otherwise leave the area of the sign in a neat and clean condition.

17. **CONDEMNATION:**

(A) **PARTIAL TAKING:** In the event that all or a part of the Leased Premises or the Building shall be taken by eminent domain or conveyed in lieu thereof (a "taking") which affects parking and access to the Leased Premises only, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor unless Lessor shall provide reasonably equivalent parking and access on a timely basis.

(B) **TOTAL TAKING:** In the event that after a taking, the Leased Premises cannot reasonably be used by Lessee for the purpose for which they were leased or in the event of a taking which prevents the operation of the Building as an integral unit, then and in either of such events this Lease shall terminate effective as of the date that the condemning authority shall take possession of the same.

(C) **WAIVER BY LESSEE; RELOCATION DAMAGES:** Lessee waives all claims against Lessor by reason of the complete or partial taking of the Leased Premises and hereby relinquishes and assigns unto Lessor any rights and damages to which Lessee might otherwise be entitled for condemnation of the leasehold estate created by this Lease; provided, however, that Lessee shall nevertheless be entitled to make any claims which Lessee may have against the condemning authority for relocation damages, damages for tenant improvements and any other payments lawfully due tenants as such, without diminution of the sums due Lessor.

18. **INDEMNIFICATION:** Lessee shall indemnify and hold Lessor harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising out of all causes of action, suits, claims, demands and judgments of any nature whatever in connection with Lessee's use, occupancy, maintenance or repair of the Leased Premises and/or Building, or caused by Lessee's acts, negligence or omissions or that of Lessee's employees, agents, invitees, licensees, subtenants, or contractors, or Lessee's failure to comply with any of its obligations under this Lease.

19. **LESSEE'S DEFAULT**

(A) **EVENTS OF DEFAULT:** Any one or more of the following shall constitute an "Event of Default" under this Lease:

(1) **Payment Default:** Failure by Lessee to pay any installment of Basic Rent, Additional Rent or of any other sum provided for under this Lease for a period of ten (10) days after written notice thereof by Lessor to Lessee.

(2) **Hazardous Conditions:** Failure by Lessee to perform or observe any other covenant or condition of this Lease which is of such nature as to create or cause a situation which is hazardous to Lessor or to other tenants, persons or businesses or which may result in civil or criminal penalties being imposed upon Lessor or Lessee. Lessee shall cure such default as soon as possible but in no event later than forty-eight (48) hours after receipt of notice thereof. If Lessor is unable to serve notice on Lessee in accordance with this Lease after making reasonable efforts to do so, Lessor may, at its option, correct such condition and charge Lessee for the cost thereof as Additional Rent or exercise any other of Lessor's remedies herein set forth.

(3) **Non-Payment Default:** Failure by Lessee to perform or observe in any material respect any other covenant or condition contained in this Lease which failure shall continue for a period of fifteen (15) days after written notice thereof by Lessor to Lessee; provided, however, that if Lessee's obligation is of such nature that more than fifteen (15) days are required for its performance, then Lessee shall not be deemed to be in default hereunder if Lessee shall commence such performance within said fifteen (15) day period and thereafter proceed diligently to prosecute the same to completion;

(4) **Unauthorized Removal of Property:** Any removal or attempted removal, without the prior authorization of Lessor, of any of Lessee's fixtures, equipment, or appliances from the Leased Premises for any reason other than in the normal and usual operation of Lessee's business;

(5) **Abandonment:** Abandonment of the Leased Premises as hereinafter defined in Section 22 of this Lease;

(6) **Assignment For Benefit Of Creditors:** An assignment by Lessee for the benefit of creditors or the appointment of a receiver for Lessee by legal proceedings or otherwise; and

(7) **Bankruptcy:** Institution of bankruptcy proceedings by Lessee, or institution of bankruptcy proceedings against Lessee, which are not withdrawn or dismissed within sixty (60) days after the institution of said proceedings.

(B) **LEASE TERMINATION:** In the event that Lessee commits, or allows an Event of Default to remain beyond any applicable cure period, Lessor may terminate this Lease by giving Lessee written notice as to the effective date of termination of this Lease. In such event Lessee shall have no right to avoid such termination by payment of any sum due or by the performance of any condition, term or covenant broken. Lessee shall, however, thereupon surrender quiet and peaceable possession of the Leased Premises to Lessor.

(C) **RE-ENTRY; RE-LETTING:** In case this Lease shall be terminated as aforesaid, then Lessor may, without notice, re-enter the Leased Premises by aid of legal process and terminate all services. If at any time, the Leased Premises become abandoned, Lessor may also proceed in accordance with Section 22 of this Lease. Lessor shall use commercially reasonable efforts to attempt to re-let the Leased Premises or any part or parts thereof. Such re-letting may at Lessor's option be for a term which is less than or exceeds the period which would otherwise have constituted the balance of the Term of this Lease, and Lessor may grant concessions or free rent or make improvements or additions to the Leased Premises in order to facilitate re-letting of the same, so long as Lessor's actions are commercially reasonable; provided, however, that Lessor may, without violating its obligations hereunder, attempt to lease other comparable unleased space prior to attempting to relet the Leased Premises.

(D) **ACCEPTANCE OF DELINQUENT RENTALS:** The acceptance by Lessor of delinquent rentals hereunder with knowledge of a breach by Lessee of any covenant herein or condition broken shall not in and of itself be deemed a waiver of such breach or condition broken, and any pending eviction proceedings or actions for monetary damages may be prosecuted further by Lessor without prejudice based upon this action alone.

(E) **CUMULATIVE REMEDIES:** Notwithstanding any of the foregoing remedies, Lessor maintains the right to pursue any and all rights, remedies, or causes of action it may have at law or in equity. All of Lessor's remedies herein set forth or provided by law shall be cumulative and not exclusive and may be pursued simultaneously or separately at the sole option of Lessor.

20. **LESSOR'S DEFAULT: NOTICE TO LESSOR:** In the event that Lessor shall fail in any material respect to perform or observe any covenant or condition required to be performed by Lessor under the terms and provisions of this Lease (which failure materially and substantially affects the tenantability of the Leased Premises), and such failure is not cured within fifteen (15) days after written notice shall have been given by Lessee to Lessor, Lessee may, at the end of such fifteen (15) day period, invoke any of Lessee's remedies at law or in equity; provided, however, if the Lessor's obligation is of such nature that more than fifteen (15) days are required for its performance, then Lessor shall be deemed to have complied with said notice if Lessor shall commence such performance within said fifteen (15) day period and thereafter proceeds diligently to prosecute the same to completion.

21. **INTENTIONALLY OMITTED.**

22. **ABANDONMENT:**

(A) **ACT OF ABANDONMENT:** Abandonment of the Leased Premises by Lessee shall constitute an Event of Default under this Lease and shall entitle Lessor, at its sole option, to exercise any of Lessor's remedies set forth in Section 19. Lessee shall be deemed to

have abandoned the Leased Premises if Lessee, without the prior consent of Lessor, removes all or substantially all of Lessee's furniture, equipment, appliances and personal property from the Leased Premises and Lessee is delinquent in the payment of the monthly Basic Rent due hereunder for more than thirty (30) days.

(B) **NOTICE; POSTING:** Upon abandonment of the Leased Premises by Lessee as aforesaid, Lessor shall make a good faith effort to serve written notice on Lessee in accordance with Section 30 hereof (to the effect that, unless Lessee immediately cures its default by bringing its rent payments current and by giving Lessor adequate assurance that Lessee is willing and able to perform its obligations under this Lease, Lessor intends to re-enter the Leased Premises and take possession thereof and that, if Lessor does so, Lessor may dispose of any remaining furniture, fixtures, equipment, appliances and personal property of Lessee); and shall also post the Leased Premises with such notice. Both actions may be taken concurrently by Lessor, if Lessor elects to proceed under this Section 22.

(C) **RE-ENTRY:** At any time more than thirty (30) business days after the giving of the aforesaid notice to Lessee and the posting of the Leased Premises (whichever shall later occur), Lessor may re-enter the Leased Premises and retake possession of the same on behalf of Lessee (such action by Lessor, however, shall not be deemed or construed to be an acceptance of surrender of possession of the Leased Premises by Lessee unless otherwise stated in Lessor's notice to Lessee).

(D) **SALE OF GOODS:** Further in the event of Lessor's re-entry into the Leased Premises as aforesaid, Lessor may take possession of any such remaining furniture, fixtures, equipment, appliances and personal property of Lessee in and about the Leased Premises and, thirty (30) days or more after said re-entry, Lessor may sell or dispose of the same in a commercially reasonable manner; provided, however, that, if, prior to said sale or disposal, Lessee requests return of such property and simultaneously pays all delinquent rents and all of Lessor's reasonable expenses (including attorneys' fees and other legal costs) arising out of Lessee's abandonment, then Lessor shall return Lessee's property to Lessee. The proceeds received from any sale of Lessee's property by Lessor shall be applied as a credit against any delinquent rentals and expenses (including reasonable attorneys' fees and other legal costs). The balance, if any, shall be remitted to Lessee.

(E) **RELEASE OF LESSOR:** FOR VALUE RECEIVED AND WITH INTENT TO BE LEGALLY BOUND, LESSEE DOES HEREBY RELEASE AND DISCHARGE LESSOR FROM ALL LIABILITY AND FROM ANY AND ALL CLAIMS, DEMANDS AND SUITS OR CAUSES OF ACTION IN LAW OR EQUITY ARISING OUT OF OR IN ANY MANNER RELATED TO ANY ACTION TAKEN BY LESSOR PURSUANT TO THIS SECTION 22.

23. **EXCULPATION:** Lessor shall not be liable for any injury or damage to any property at any time on or about the Leased Premises from any cause whatsoever (including but not limited to water, rain, snow or ice which may leak into or issue from the Leased Premises or from pipes or plumbing in the same), except to the extent of any injury or damage resulting from the willful, grossly negligent or illegal conduct of Lessor, its employees, agents or invitees; provided, however, that nothing herein stated shall modify or amend Lessor's responsibility for repair of the Leased Premises as set forth in Section 9(A) of this Lease.

24. **QUIET ENJOYMENT:** Lessor represents and warrants that it is the true and lawful owner of the Leased Premises or is lawfully empowered to enter into this Lease and that, so long as Lessee shall perform all of Lessee's covenants and obligations hereunder, Lessee

shall have and enjoy quiet and peaceable possession of the Leased Premises and non-disturbance from future owners or lenders.

25. **SUBORDINATION:** This Lease shall be subject and subordinate to the lien of all present or future mortgages which affect the land, Building and Leased Premises and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative, but in any event, Lessee hereby agrees to execute promptly and deliver any estoppel certificate or other assurances that Lessor may request in furtherance hereof; provided, however, that in the event of foreclosure of any such mortgage or modification, Lessee shall attorn to the purchaser in foreclosure or purchaser who shall be named in any deed in lieu of foreclosure and shall recognize such purchaser as the Lessor under this Lease; and provided, further, that so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect.

26. **WAIVER OF NONPERFORMANCE:** Failure by either Lessor or Lessee to exercise any of their respective rights hereunder upon non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall the defective performance (or waiver of non-performance) of any such condition, covenant or provision by the other party be construed as a waiver of the rights of the non-defaulting party as to any subsequent defective performance or non-performance hereunder.

27. **ENTIRE CONTRACT:** This Lease constitutes the entire contract between the parties hereto and there are no understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease, which exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

28. **APPLICABLE LAW AND EXCLUSIVE JURISDICTION:** It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles, and that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of the same. The exclusive jurisdiction for resolving any claims, disputes, actions or litigation relating to this Lease shall be in the applicable state and federal courts located in Allegheny County, Pennsylvania.

29. **SEVERABILITY:** If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

30. **NOTICES:** All notices, requests, demands and other communications required or permitted under this Lease ("notices") shall be in writing; signed by or on behalf of the party giving notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual delivery to Lessor or to Lessee or any person in charge of Lessee's office in the Leased Premises; (b) if mailed: on the date upon which any notice shall have been received as shown by a Certified or Registered Return Receipt; or (c) if sent by overnight express delivery: on the next business day following deposit with such overnight carrier. The following addresses shall be used for the foregoing purposes:

(A) Lessor: Township of Upper St. Clair
Attention: Mark S. Mansfield, Assistant Township Manager
1820 McLaughlin Run Road
Pittsburgh, PA 1241

With a copy to: Tucker Arensberg, P.C.
Attention: Irv Firman
One PPG Place, Suite 1500
Pittsburgh, PA 15222

(B) Lessee: The South Hills Area Council of Governments, Inc.
Attention: _____
_____
_____

With a copy to: _____
_____
_____

(C) Either party hereto may change its address for such purpose from time to time by giving written notice of such changed address to the other party. If notice is given by Certified or Registered Mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed," service shall be deemed to have been given on the first business day following the date of mailing the same. Lessor shall be under no duty to post the Leased Premises except as otherwise specifically provided herein.

31. (A) **BINDING LESSOR:** This Lease shall not be binding upon Lessor unless and until the same shall have been signed by Lessor and delivered by Lessor to Lessee.

(B) **BINDING ALL PARTIES:** After this Lease shall have been fully signed by all parties and delivered by Lessor to Lessee, however, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

WITNESS the due execution of these presents by duly qualified and authorized officers or representatives of each party, in duplicate originals, as of the day and year first above written.

WITNESS/ ATTEST

LESSOR:
TOWNSHIP OF UPPER ST. CLAIR

_____

By:_____
Name: _____
Title _____

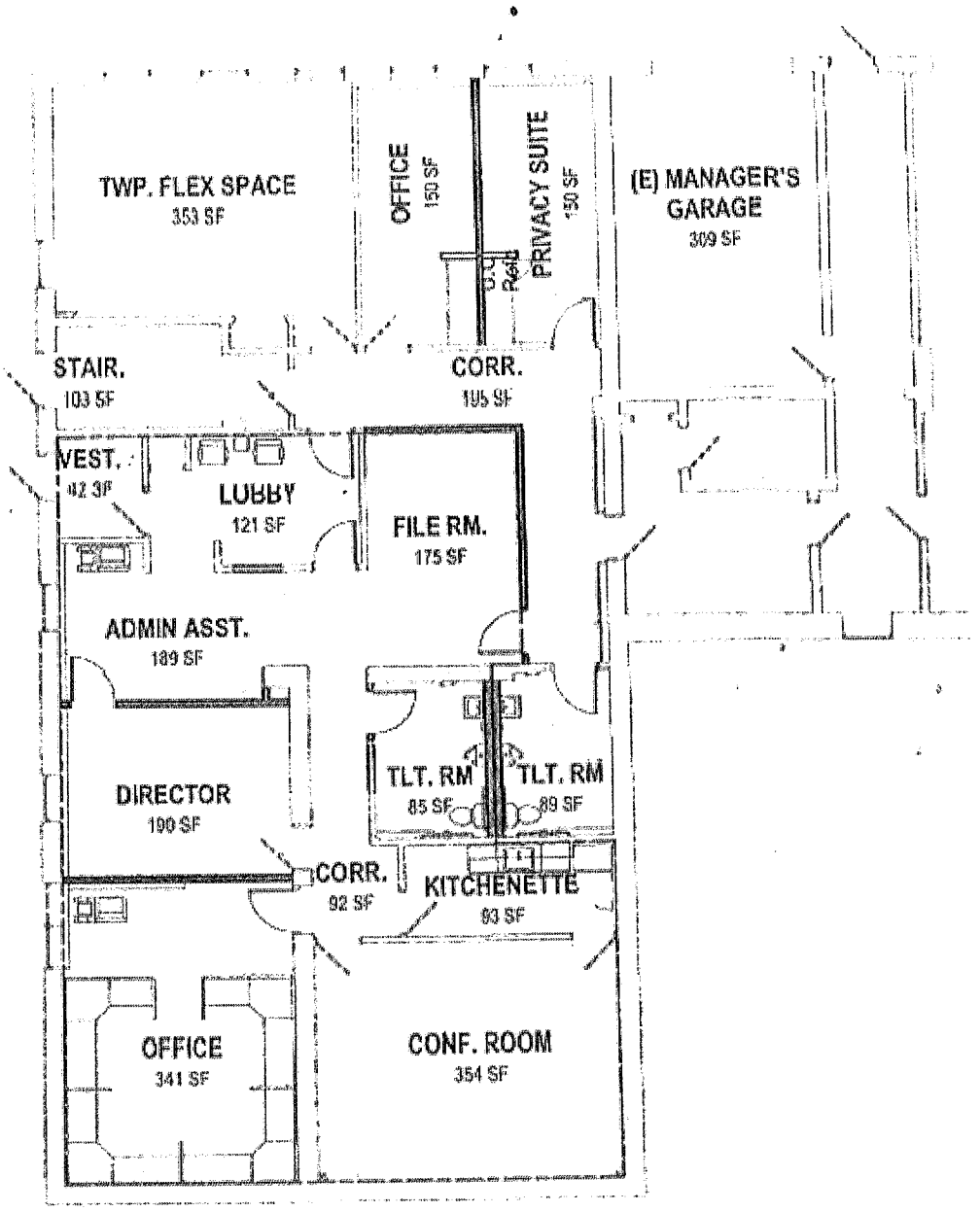
WITNESS/ ATTEST

LESSEE:
THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS, INC.

_____

By:_____
Name: _____
Title _____

EXHIBIT A
LEASED PREMISES



WMF
WEBER MURPHY FOX

USC - MUNICIPAL BUILDING RENO

DATE: 5/20/2026

SI IACOG

EXHIBIT B

1820 McLaughlin Run Road

RULES AND REGULATIONS

Reference is made to Section 7 of the within Lease. Pursuant thereto, Lessor and Lessee hereby covenant and agree that the following Rules and Regulations are necessary and proper for the general care, safety, cleanliness and proper maintenance of the Leased Premises, the Building and the common areas of the same; that the same shall be faithfully kept, observed and performed by Lessee, its employees, agents and invitees.

I. AS TO PHYSICAL FACILITIES

1. **Entrances; Hallways; Common Areas:** The entrances, hallways, stairways, sidewalks, parking lot and common areas shall not be obstructed by Lessee or used for any purpose other than for parking and access to the Leased Premises. Lessor reserves the right to modify, enlarge or alter the arrangement and location of the entrances, hallways, stairways, sidewalks, parking and common areas from time to time without liability to Lessee; provided, however, that Lessor shall provide reasonably equivalent access and parking on a timely basis.

2. **Keys and Locks:** Lessor shall furnish Lessee with two keys to the Leased Premises free of charge. Lessor may require a reasonable deposit in connection with such keys. In the event of the loss of such keys, Lessee agrees to reimburse Lessor for the replacement cost of the same and for the changing of any locks if determined to be necessary by Lessor. Lessee shall not alter any lock or install new or additional locks or bolts on any door to the Leased Premises or the Building without the prior written permission of Lessor.

3. **Tampering with Building Systems:** Lessee shall not tamper, obstruct, alter or in any way impair or interfere with the efficient operation of the heating, ventilating, air conditioning, electrical, fire, safety or lighting systems of the Building and the Leased Premises nor shall Lessee change the setting of any thermostat or temperature control valves in the Building.

4. **Drill Holes; Drive Nails:** Lessee shall not drill holes, fasten any article or drive nails or screws into the walls, ceiling, floors or partitions without the prior consent of Lessor.

5. **Electrical Installations:** All wiring, plugs and call boxes shall be installed at locations approved by Lessor and no drilling or cutting of wires shall be allowed except with Lessor's consent. Lessee shall install no fuse of greater capacity than the safe capacity of the Building nor use any method of heating or air conditioning other than that supplied by Lessor.

6. **Roof; Walls:** Lessor reserves the exclusive control of the roof and exterior walls of the Building. Lessee shall not install a radio, TV antenna, loudspeaker, searchlight, microwave dish, solar device or similar facility on the roof or exterior walls of the Building.

7. **Toilets:** The toilet rooms, toilets, urinals, wash bowls, slop sinks and other plumbing facilities shall not be used for any purpose other than that for which they were constructed and no dirt, waste or foreign substance of any kind shall be thrown therein. The

expense of any breakage, estoppages or damage resulting from a violation hereof shall be borne by the tenant who, or whose employees or invitees, shall have caused the same.

8. **Window Coverings:** No shades, screens, blinds, curtains, draperies, shutters, awnings, canopies or other coverings shall be hung, placed in or attached to any window in the Leased, Premises or the Building without the prior consent and approval of Lessor. All window coverings shall be maintained in a uniform manner consistent with the heating and air conditioning requirements and aesthetic appearance of the Building as prescribed by Lessor. No bottles, parcels or other articles shall be placed on any window sills. Incorporate window treatments in pre-approved construction drawings.

9. **Door Mats:** Lessee shall not place any door mats, rugs or planters in the hallways or common areas without the prior approval of Lessor.

10. **Equipment, Supplies; Delivery, Placement:** Lessor may designate appropriate entries for the delivery and shipment of equipment, appliances, furniture, supplies and materials. Lessor reserves the right to prescribe the maximum weight, size and placement of all equipment, appliances, furniture, materials or other property brought into the Building. Heavy equipment, computers or other property shall (if it is determined to be necessary by Lessor), be placed on a platform of such thickness and composition as is necessary to properly distribute the weight of the same. All damages done to the Leased Premises or the Building by the movement or maintenance of such equipment and property shall be borne by Lessee.

11. **Business Machines:** Business machines or mechanical equipment which cause vibrations, noise, cold or heat that may be transmitted to the Building structure or to the leased space outside of the Leased Premises shall be placed and maintained by Lessee, at its sole cost and expense, in settings of cork, rubber, spring-type vibration eliminators or other materials sufficient to absorb and prevent such vibration, noise, cold or heat. No business machines or mechanical equipment which require unusually large amounts of electricity shall be used or installed in the Leased Premises without the prior written approval of Lessor.

II. AS TO USE AND OCCUPANCY

12. **Objectionable Uses:**

(a) Lessee shall use the Leased Premises only for the use specified in Section 5 of the within Lease. Lessee shall not use or occupy the Leased Premises in any manner offensive or objectionable to Lessor or other tenants by reason of noise, odors or vibrations or interfere in any way with other tenants, their employees, agents or invitees

(b) Lessee shall not play any radio, TV, stereo, tape recorder, musical instrument or other device in such manner as to cause an annoyance or disturbance to any other tenant or tenants in the Building.

(c) Lessee shall not use, store or dispose of any of the following in or about the Leased Premises, the Building or the common areas: (i) any kerosene, gasoline or other combustible fluids or materials; (ii) any hazardous, toxic or radioactive materials or supplies; or (iii) any foul or noxious gases or other substances. Medical waste allowed with proper disposal.

(d) Lessee shall not do or permit to be done any act or thing which will be in conflict with any provision of Lessor's insurance policies, jeopardize the coverage of the same or increase the rates of such insurance.

13. **Trash Disposal:** All trash or refuse disposal shall be placed in containers provided by Lessor, except for medical waste which shall be disposed of by Lessee with a separate medical waste disposal service. No materials shall be placed in trash receptacles if such materials are of such nature that they may not be disposed of in the ordinary and customary manner of removing such trash or refuse material in accordance with local ordinances and requirements or with those of the contract carrier accepting such trash or refuse.

14. **Animals; Vehicles:** Lessee shall not bring any animals or birds into the Building and shall not permit bicycles, motorcycles, mopeds or other vehicles inside the Building or on the sidewalks or common areas outside the Building except in areas designated from time to time by Lessor for such purpose.

15. **Cooking; Living In:** No cooking shall be done or permitted in the Leased Premises except private use by Lessee of underwriter approved appliances for brewing coffee, tea, hot chocolate or similar beverages. Lessee shall not use the Leased Premises for sleeping quarters or as an apartment.

16. **End of Business Day:** Lessee shall ensure that the doors of the Leased Premises are closed and locked and all water faucets, water apparatus, office machines and utilities are shut off prior to leaving the Leased Premises at the end of the business day so as to prevent waste and damage.

17. **Parking:** Lessee will be given adequate parking in suitable locations.

III. GENERAL

18. **Security; After Hours Admission:** Lessor reserves the right to exclude from the Building between the hours of 8:00 P.M. and 7:00 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays, all persons not known to Lessor or who shall not be able to present identification acceptable to Lessor. Lessee shall submit to Lessor a list of all persons authorized by Lessee to enter the Building and the Leased Premises and Lessee shall be responsible for the acts of all such persons. Persons entering the Building after 8:00 p.m. on business days and at all times on Saturday, Sunday and holidays may be required to sign a register in the lobby maintained for such purpose. If Lessee uses the Leased Premises after regular business hours or on non-business days, Lessee shall immediately lock any entrance doors to the Building after using such doors. In the event of an emergency, Lessor reserves the right to prevent access to the Building during the continuance of such emergency or permit only limited access.

19. **Outside Contract Services:** Except with the prior written approval of Lessor, no person other than those approved by Lessor shall be permitted to enter the Building for cleaning or other contract services.

20. **Advertising:** Lessor shall have the right to prevent any advertising by Lessee which, in the opinion of Lessor, tends to impair the reputation of the Building and its desirability

for office use. Upon written notice from Lessor, Lessee agrees to refrain from or discontinue any such advertising.

21. **Waiver:** Lessor reserves the right to waive any one or more of these Rules and Regulations for the benefit of a particular tenant or tenants but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Lessor from enforcing these Rules and Regulations against any Or all of the other tenants of the Building.

22. **Additional Rules and Regulations:** Lessor reserves the right to make such additional changes and additions to these Rules and Regulations as in the judgment of Lessor may from time to time be needful for the safety, care and cleanliness of the Building, Leased Premises and common areas and for the preservation of good order therein. Lessee agrees to abide by all such changes and additions to these Rules and Regulations.

23. **Non-observance By Other Tenants:** Lessor shall not be responsible to Lessee for the non-observance of these Rules and Regulations by other tenants.

24. **Breach By Lessee; Lessor's Remedy:** In the event that Lessee shall fail in a material respect to observe and comply with any of these Rules and Regulations, Lessor may give written notice to Lessee to correct or cure such non-compliance promptly upon receipt of such notice. If within five (5) days after receipt of such notice, Lessee shall not have corrected or cured such non-compliance with these Rules and Regulations or commenced a bona fide effort to do so, Lessor may treat such failure as an Event of Default under Section 19(A) (3) and, may proceed to exercise any of Lessor's remedies set forth in Section 19 of this Lease, upon compliance therewith. Also in the event of such non-compliance by Lessee, where Lessor undertakes to perform such curative work on behalf of and at the expense of Lessee, it is hereby agreed that such expense shall be collectable as Additional Rent under this Lease.

ABOVE RULES AND REGULATIONS HEREBY ACCEPTED AND APPROVED:

LESSOR:
TOWNSHIP OF UPPER ST. CLAIR

By:_____
Name: _____
Title: _____

LESSEE:
THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS, INC.

By:_____
Name: _____
Title: _____

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: November 25, 2026

Subject: **RECOMMENDATION RE. REASSIGNING DUPLICATE BILL NUMBER 5-26 ASSIGNED TO ORDINANCE 2285 AMENDING CHAPTER 21 OF THE TOWNSHIP CODE ENTITLED "DEPARTMENTS OF GOVERNMENT" TO FORMALLY ESTABLISH THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE DEPARTMENT OF HUMAN RESOURCES TO BILL NUMBER 6-26**

As a matter of clerical housekeeping, Staff recommends the Board acknowledge reassigning a duplicate Bill number, 5-26, assigned to Ordinance 2285 "Amending Chapter 21 of the Township Code Entitled "Departments of Government" to Formally Establish the Department of Information Technology and the Department of Human Resources" which passed on Monday, November 2, 2026 at the Regular Meeting to Bill 6-26.

Upon additional review, Staff determined that Bill 5-26 had already been assigned to Ordinance 2283 "Amending Chapter 130 of the Township Code ("Zoning") to Define "Tobacco/"Vape" Shop" As a Conditional Use in the C3, Regional Shopping Center District" which was voted upon at the August 3, 2026 Regular Meeting of the Board of Commissioners.

Reassigning the duplicate Bill 5-26 to Bill 6-26 is strictly clerical in nature and does not impact the previously assigned Ordinance numbers or the Board's prior action to formally establish the Department of Information Technology and the Department of Human Resources, which remains valid and in effect. Staff is simply requesting that the Board acknowledge and approve the corrected Bill number assignment through a simple motion and voice vote which can be accomplished at the November 30, 2026 Informational and General Affairs Meeting of the Board of Commissioners.

MRS/lll
sharedmgr/memos/Reassigning Duplicate Bill no. 5-26 to 6-26 November 30, 2026 IGA

MEMORANDUM

To: **Matthew R. Serakowski, Township Manager**

From: **Adam A. Benigni, AICP, Director of Planning and Community Development**

Date: **November 25, 2026**

Subject: **COMMUNITY DEVELOPMENT DEPARTMENT GENERAL AFFAIRS ITEMS FOR THE GENERAL AFFAIRS MEETING ON NOVEMBER 30, 2026**

1. **RECOMMENDATION RE. ESTABLISH PUBLIC HEARING RE. PLC26-0006 – ST. CLAIR COUNTRY CLUB PADDLE HUT – UNIFIED CONDITIONAL USE – PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL**

   The applicant has submitted a Unified Conditional Use Preliminary/Final Land Development application for the St. Clair Country Club seeking approval to relocate the permanent paddle hut at 2300 Old Washington Road. The original paddle hut plans were approved by the Board of Commissioners on March 2, 2026.

   A public hearing is required for Conditional Use applications. Staff recommends that the public hearing be scheduled for Monday, January 4, 2027. This may be accomplished by a simple motion and voice vote.

2. **RECOMMENDATION RE. APPROVAL FOR A GRANT APPLICATION THROUGH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR THE MCLAUGHLIN RUN STREAMBANK RESTORATION PROJECT**

   The Township desires to apply for funding through the Department of Community and Economic Development (DCED) Local Share Account Fund for the McLaughlin Run Streambank Restoration Project in the amount of $800,000.00. This project aims to obtain funding to restore approximately 1,100 linear feet of degraded stream channel to protect the Township's critical public assets, including roadways, stormwater infrastructure, and other necessary utilities.

   Resolution No. 1807 authorizes Mark S. Mansfield, Assistant Township Manager, to file all applications, documents, and forms between the Township of Upper St. Clair and the Pennsylvania Department of Community and Economic Development for Statewide Local Share Account program funding.

   Staff recommends approval of Resolution No. 1807. This may be accomplished by a simple motion and roll call vote.

Attachments

1. Resolution No. 1807

TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. 1807

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR STATEWIDE LOCAL SHARE ACCOUNT PROGRAM FUNDS WITH THE COMMONWEALTH FINANCING AUTHORITY

WHEREAS, the Township of Upper St. Clair hereby requests a Statewide Local Share Program grant in the amount of $800,000 from the Pennsylvania Department of Community and Economic Development to be used for the McLaughlin Run Streambank Restoration Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper St. Clair as follows:

THAT, in accordance with Section C-602 of the Home Rule Charter, Matthew R. Serakowski, Township Manager, has the authority to execute all documents and agreements between the Township of Upper St. Clair and the Pennsylvania Department of Community and Economic Development to facilitate and assist in obtaining the requested grant; and,

THAT, in accordance with Section 29.2.4. of the Township Code Mark S. Mansfield, Assistant Township Manager, is hereby authorized with the ability to file the documents and execute forms between the Township and the Pennsylvania Department of Community and Economic Development and the Commonwealth Financing Authority as designated by the Township Manager; and,

THAT, Matthew R. Serakowski, Township Manager, duly qualified Secretary of the Township of Upper St. Clair, Allegheny County, PA, hereby certifies that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Township Board of Commissioners at a meeting held on November 30, 2026 and said Resolution has been recorded in the Minutes of the Township of Upper St. Clair and remains in effect as of this date.

ADOPTED THIS 30TH DAY OF NOVEMBER, 2026.

TOWNSHIP OF UPPER ST. CLAIR

By_____
President, Board of Commissioners

ATTEST:

_____
Township Manager/Secretary

BOARD OF COMMISSIONERS INFORMATIONAL AND GENERAL AFFAIRS MEETING MINUTES

October 26, 2026

The Informational and General Affairs Meeting of the Board of Commissioners of the Township of Upper St. Clair, duly advertised and posted in accordance with law, was called to order at approximately 7:30 PM, Monday, October 26, 2026, at the Township of Upper St. Clair Municipal Building, Board of Commissioners' Meeting Room, Upper St. Clair, PA, 15241.

PRESENT:	Commissioner Burlingame	President
	Commissioner Graves	Vice President
	Commissioner Madden	
	Commissioner Plutko	
	Commissioner Thomas	
	Matthew R. Serakowski	Township Manager
	Mark S. Mansfield	Assistant Township Manager
	Adam A. Benigni	Director of Planning and Community Development
	Irving Firman	Township Attorney
	Craig R. Jubic, P.E.	Township Engineer
	Laura Long	Recording Secretary
EXCUSED:	Commissioner Herrod	
	Commissioner Pardini	

PUBLIC: One member of the public was in attendance.

CITIZENS' COMMENTS

Commissioner Burlingame asked if there were any citizen's comments, and there were none.

INFORMATIONAL ITEMS

COMMUNITY DEVELOPMENT – OLD

None.

COMMUNITY DEVELOPMENT – NEW BUSINESS

Recommendation Re. Establish Public Hearing Re. Proposed Zoning Text Amendment to add Standards and Criteria for Data Centers in the RM-P Planned Restricted Light District.

Mr. Benigni stated Staff is proposing a zoning text amendment to Chapter 130 of the Township Code to define data centers and permit them as a conditional use in the RM-P Planned Restricted Light Industrial District. At the November 2, 2026 Regular Meeting, the Board of Commissioners will consider a resolution to set a public hearing on the amendment for January 4, 2027.

Commissioner Burlingame asked if the Board had any questions or comments, and there were none.

Discussion Re. Devonwood Drive Traffic Calming Plan.

Mr. Benigni stated the Township Traffic Engineer will present the Devonwood Drive Traffic Calming Plan at the November 2, 2026 Regular Meeting. The Plan was initially presented to the Devonwood Drive neighborhood on September 14, 2026. Following that meeting, the Township surveyed all Devonwood Drive residents in accordance with the Traffic Calming Policy. Of the 26 households surveyed, 20 voted in favor of the Plan, three voted against, and three did not submit a vote.

Because 76.9% of households voted in favor, the proposal exceeds the 60% approval threshold required by the Traffic Calming Policy. Staff will be prepared to make a recommendation on this item for the Board of Commissioners to consider at the November 2, 2026 Regular Meeting.

Commissioner Burlingame asked if the Board had any questions or comments, and there were none.

COMMUNITY DEVELOPMENT – OTHER

None.

OTHER AGENDA AND DISCUSSION ITEMS

Discussion Re. Public Hearing – 2027 Proposed Budget.

Mr. Mansfield stated the public hearing for the 2027 Proposed Budget is scheduled to take place at the Board of Commissioners Regular Meeting on November 2, 2026. The hearing will include a presentation by Mark Romito from Transcend Finance.

The Budget & Finance Committee met on Monday, September 28, 2026, to review the 2027 budget assumptions to be considered in the budget development process. The Committee will meet again on Thursday, October 29, 2026, to review the proposed budget. The 2027 Proposed Budget document will then be available for public inspection at the Township's administrative offices, the library, and on the Township's website.

Following the proposed budget presentation and comments from the public, the Board may close the hearing at the November 2, 2026 Regular Meeting . Adoption of the 2027 budget may then take place at the December 7, 2026 Regular Meeting of the Board of Commissioners.

Commissioner Burlingame asked if the Board had any questions or comments, and there were none.

Discussion Re. Amending Chapter 21 of the Township Code Entitled "Departments of Government" to Formally Establish the Department of Information Technology and the Department of Human Resources.

Mr. Serakowski stated over the past two decades the Township has significantly expanded its operations and staffing levels. This was a result of increased service delivery expectations coupled with the development of the Community & Recreation Center, the Boyce Mayview Park complex, the growth of technology demands and expanded staffing needs in various departments. Within that same period the complexity of managing human resources and technology multiplied exponentially. This necessitated the hiring of additional human resources and information technology staff.

After years of growth in these areas the Township is seeking to formally establish the Department of Informational Technology and the Department of Human Resources. The Township operates through identified departments as set forth within Township Code, Chapter 21, "Departments of Government". Accordingly, Staff has prepared an ordinance amending the Township Code to recognize the Department of Information Technology and the Department of Human Resources.

The Board has received the draft ordinance setting forth those departments and related responsibilities. Approval of amending Chapter 21 of the Township Code may be considered at the Regular Meeting of the Board of Commissioners on Monday, November 2, 2026.

Commissioner Burlingame stated he encourages this recommendation, indicating that it is well timed due to the importance of cyber security with Information Technology and the importance of succession planning with Human Resources.

Commissioner Burlingame asked if the Board had any additional questions or comments, and there were none.

GENERAL AFFAIRS

Review of the Informational and General Affairs Meeting Minutes of September 28, 2026.

Commissioner Graves moved to approve the Informational and General Affairs Meeting Minutes of September 28, 2026. This was seconded by Commissioner Thomas and carried with a 5-0 voice vote.

Consideration of the October 2026 Bill Sheet.

Commissioner Burlingame stated the Board received the Bill Sheet for October 2026 by email. Commissioner Thomas moved for approval of the October 2026 Bill Sheet, which was seconded by Commissioner Madden and approved with a 5-0 voice vote.

Acknowledge Receipt of Financial Statements for the Nine-Month Period ending September 30, 2026.

Commissioner Burlingame acknowledged receipt of the Financial Statements for the nine-month period ending September 30, 2026 and stated they are available at the Township offices for review.

ADDITIONAL COMMENTS

Commissioner Burlingame stated that the Board will be meeting later this evening for an Executive Session to discuss legal and personnel matters.

ADJOURNMENT

Commissioner Thomas moved to adjourn the Informational & General Affairs Meeting, which was seconded by Commissioner Graves. This was approved by a 5-0 voice vote, and the meeting was adjourned at approximately 7:37 PM.

Laura Long
Recording Secretary
October 26, 2026

LITIGATION REPORT - SUMMARY
October 23, 2026

I. CASES WHERE TOWNSHIP IS PLAINTIFF

A. Township of Upper St. Clair vs. Deborah E. McPherson & David C. Mesko (AR-25-7328) (Court of Common Pleas)

B. Township of Upper St. Clair v. Rene Marasco (CV-3-2026) (Magistrate Arnoni)

C. Township of Upper St. Clair v. Amirul Noor Un Hoque (CV-125-2026) (Magistrate Arnoni)

D. Township of Upper St. Clair v. Robert & Joan Minetti (CV-149-2026) (Magistrate Arnoni)

E. Township of Upper St. Clair v. BB&JPCSJS LLC (CV-210-2026) (Magistrate Arnoni)
F. Township of Upper St. Clair v. Patricia Scarpaci (CV-255-2026) (Magistrate Arnoni)

G. Township of Upper St. Clair v. Dino Painting (CV-357-2026) (Magistrate Arnoni)

H. Township of Upper St. Clair v. Pankaj N. Lathia (No Case Number Assigned) (Magistrate Arnoni)

I. Township of Upper St. Clair v. Melissa Blackwood (No Case Number Assigned) (Magistrate Arnoni)

J. Township of Upper St. Clair v. Mel Cooper (No Case Number Assigned) (Magistrate Arnoni)

II. CASES WHERE TOWNSHIP IS DEFENDANT NOT DEFENDED BY INSURANCE CARRIER

III. CASES WHERE UPPER ST. CLAIR IS DEFENDANT AND INSURANCE COMPANY IS DEFENDING

A. Jeffrey S. Valperga et ux. vs. The Municipal Authority of the Township of Upper St. Clair, Township of Upper St. Clair, and Municipality of Bethel Park, GD 20-9879 (Allegheny County).

B. HUD Fair Housing Complaint (Jason Depp).

C. Estate of Stephen A. Stasenko vs. Township of Upper St. Clair et al., GD 23-3656 (Allegheny County).

D. Susan Shepherd as Administratrix of the Estate of Chris Shepherd vs. Township of Upper St. Clair, (GD 24-2215) (Allegheny County)

IV. OTHER LITIGATION INCLUDING BANKRUPTCY MATTERS

V. LAND USE

VI. OTHER LEGAL MATTERS

A. United States Environmental Protection Agency Action Pursuant To 33 U.S.C. §138

B. M & D Properties Board of Viewers, No. GD20-10982

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