

**WEST DEER
TOWNSHIP
VIRTUAL
SUPERVISORS
MEETING**

June 17, 2020

**6:45pm: Executive Session
7:00pm: Regular Business Meeting**

Members present:

Mr. Forbes	___
Mrs. Hollibaugh	___
Mrs. Jordan	___
Mr. Maudhuit	___
Mr. Karpuzi	___

WEST DEER TOWNSHIP
Board of Supervisors
June 17, 2020

6:45pm: Executive Session

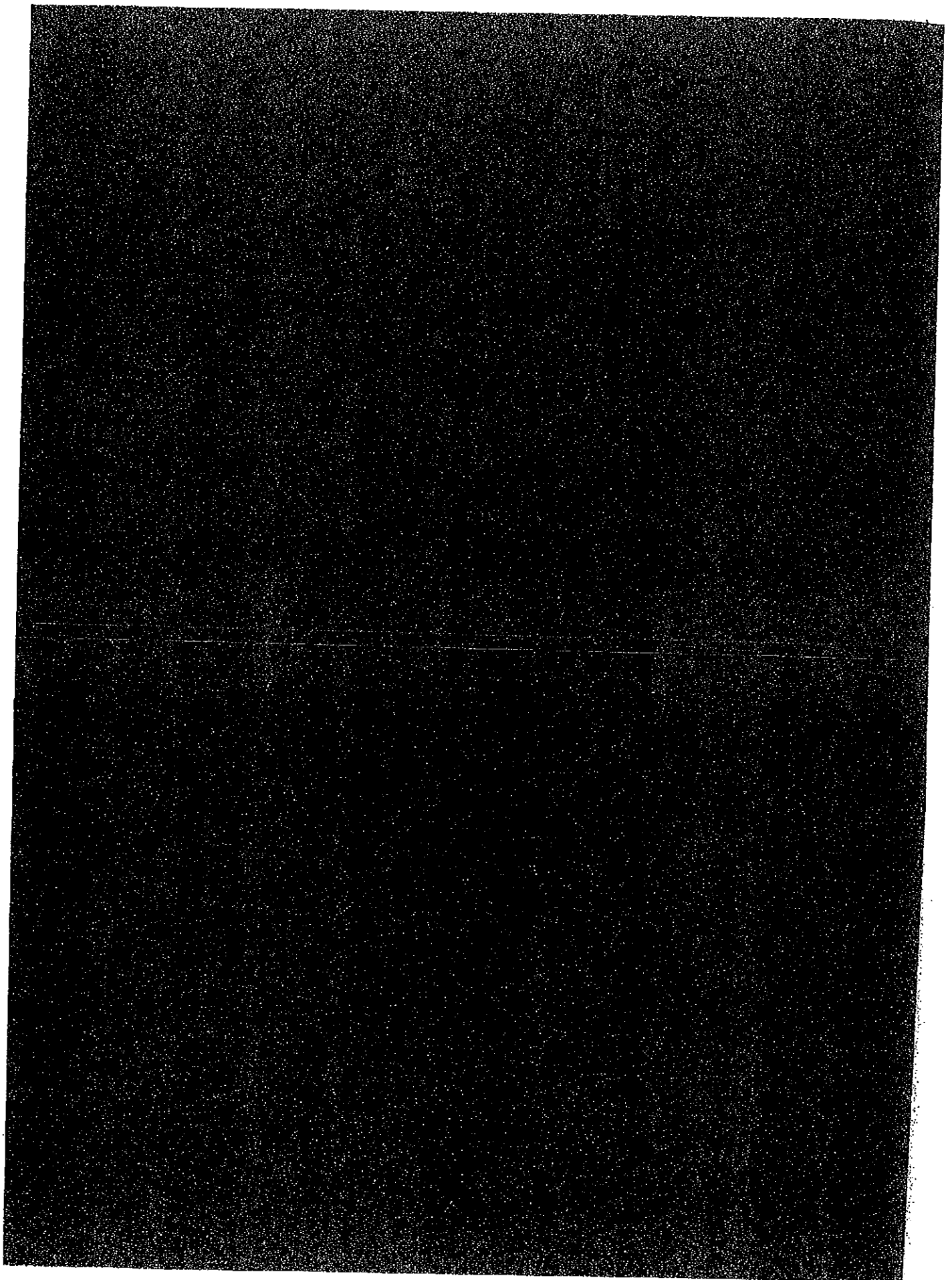
7:00pm: Regular Business Meeting

1. Call to Order
2. Roll Call
3. Executive Session Held
4. Comments from the Public
5. Chairman's Remarks
6. Accept Minutes
7. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
8. Police Chief's Report
9. Public Works Foreman's Report
10. Engineer's Report
11. Building Inspector/Code Enforcement Officer's Report
12. Adoption: Ordinance No. 434 (Noise Ordinance)
13. Adoption: Ordinance No. 435 (Salvage Yard Ordinance)
14. Adoption: Ordinance No. 436 (Comcast Franchise Agreement Ordinance)
15. Authorization: Advertisement – Conditional Use Hearing (Leo's Landscaping)
16. Authorization: Advertisement – Miller Property Residential Rezoning
17. Authorization: Deer Lakes School District Service Agreement
18. Authorization: Deer Lakes School District Memorandum of Understanding
19. Authorization: Deer Lakes Youth Football Memorandum of Understanding
20. Authorization: West Deer EMS Lease Agreement
21. Discussion: Community Development Corporation (CDC) Steering Committee
22. Discussion: DCED Blight Remediation Grant
23. Discussion: Township Gas Pumps
24. Old Business
25. New Business
26. Adjournment

1 Call to Order

2 Roll Call - Mr. Mator

3 Executive Session - Mr. Robb



COMMENTS FROM THE PUBLIC

THE BOARD WILL HEAR COMMENT ON AGENDA ITEMS AT THIS TIME. PLEASE REQUEST TO BE HEARD, CLEARLY STATE YOUR NAME AND ADDRESS, AND LIMIT YOUR COMMENTS TO THREE (3) MINUTES.

CHAIRMAN'S REMARKS

MR. KARPUI...

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE MAY 20, 2020 REGULAR BUSINESS MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE MAY 20, 2020 MEETING AS PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. JORDAN	_____	_____	_____	_____
MR. MAUDHUIT	_____	_____	_____	_____
MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. KARPUI	_____	_____	_____	_____

Members present at the Regular Business Meeting: Arlind Karpuzi, Chairperson; Shirley Hollibaugh, Vice Chair; Brandon Forbes; Beverly Jordan; and Shawn Maudhuit. Also present were: Daniel Mator, Township Manager; Gavin Robb, representing Tucker Arensburg and Scott Shoup, representing Shoup Engineering.

OPEN REGULAR BUSINESS MEETING

Chairman Karpuzi opened and welcomed everyone to the meeting.

PLEDGE OF ALLEGIANCE

Roll Call taken by Mr. Mator -- Quorum present.

COMMENTS FROM THE PUBLIC

Amy Stark, 115 Hemphill Road

- Mrs. Stark spoke in regard to the Noise Ordinance. She asked if the 8 a.m. start time for contractors could be changed to 7 a.m. due to her personal experience of contractors wanting to start work earlier. Mrs. Stark also mentioned changing the section regarding the discharge of fireworks from 9 p.m. to 10 p.m. during the month of July since it does not get dark before 9 p.m.
- Supervisor Maudhuit asked if the Noise Ordinance for live music cutoff is till 10 p.m., but Chairperson Karpuzi stated that they will revisit and have more discussion once they get to the agenda item, and he thanked Mrs. Stark for her comments.

CHAIRMAN'S REMARKS

- Chairman Karpuzi commented on the everchanging situation of COVID-19, and stated he is proud of the job everyone has done to create a seamless line of communication between the Township administration, government entities, and the Board of Supervisors.

ACCEPT MINUTES

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Maudhuit to accept the minutes of the 15 April 2020 meeting as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
30 April 2020

I - GENERAL FUND:

	<u>April</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,307,706.17	2,569,097.26	39.65%
Expenditures	285,388.71	1,384,033.41	21.36%

Cash and Cash Equivalents:

Sweep Account

1,300,893.611,300,893.61**II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Restricted

46,304.06

Fire Tax Fund:

Restricted

86,520.00

State/Liquid Fuels Fund:

Restricted

365,747.66498,571.72**Investments:****Operating Reserve Fund:**

Reserved

230,257.50

Capital Reserve Fund:

Reserved

1,374,558.811,604,816.31**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**0.000.00**TOTAL CASH BALANCE 04/30/20**3,404,281.64**Interest Earned April 2020**

282.76

	<u>4/1/2020</u> <u>Debt Balance</u>	<u>April</u> <u>Principal</u> <u>Payment</u>	<u>4/30/2020</u> <u>Debt Balance</u>
Mars National - VFC #3	\$145,765.37	\$2,607.94	\$143,509.44
NexTier Bank VFC #2	\$420,108.36	\$2,680.96	\$418,783.11

Restricted – Money which is restricted by legal or contractual requirements.
 Reserved – Money which is earmarked for a specific future use.

Mrs. Hollibaugh asked if switching the payroll week would make payroll easier or more difficult for the administration.

Mr. Mator stated that it would make it easier, and explained the pay period change from ending on Tuesdays to ending on Fridays. He said it is now in line with most employers, and that employees will still get paid the following Friday.

Mr. Forbes asked Mrs. Nardis about identification changes to the Financial Report. He asked why past months listed the special revenue funds as being sweep accounts, but are not being listed as such in the current meeting agenda.

Mrs. Nardis explained that only the General Fund is a sweep account.

Mr. Forbes also asked about interest accumulation between the separate funds, specifically why the interest accumulation is so much greater – and at reported at different intervals – for some funds.

Mrs. Nardis explained that the Capital Reserve Fund is deposited into certificates of deposits – which significantly increases the interest in that Fund – whereas the other funds are deposited into regular bank accounts at a lesser rate of return.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to approve the Finance Officer's Report as submitted. Motion carried unanimously 5-0.

MAY LIST OF BILLS

Amerikohl Aggregates Inc.	5120.31
Amerikohl Transport Inc.	2263.72
Bearcom	194.97
Best Wholesale Tire Co, Inc.	412.99
Culverts, Inc.	4641.00
Hei-Way, LLC.	1364.30
Intech Worldwide	3495.00
Jordan Tax Service, Inc.	776.89
Kress Tire	35.00
Markl Supply	1986.62
Office Depot	292.94
Shoup Engineering Inc.	892.50
Stephenson Equipment, Inc.	13990.64
The HDH Group, Inc.	13090.00
Toshiba Financial Services	489.87
Tristani Brothers, Inc.	1174.04
Tucker/Arensberg Attorneys	4168.09

MOTION BY Supervisor Maudhuit and SECONDED BY Supervisor Jordan to pay the List of Bills as submitted, and all approved reimbursable items in compliance with generally accepted accounting practices. Motion carried unanimously 5-0.

POLICE CHIEF'S REPORT

Chief Jon Lape was present and provided a summary report on the Police Department for the month of April 2020. A copy of the report is on file at the Township.

Mrs. Jordan asked Chief Lape if there could be a sign placed at the beginning of Rickenbach Road stating the road is a no outlet or dead-end road. She stated that residents have contacted her in regard to vehicles turning around on their properties since there is no turn around at the of the road.

Chief Lape stated that he would look into it and take care of it.

Mr. Forbes commented that – before the pandemic – a discussion was held in regard to the UCR Stats and a mapping project being added to the Police Chief's Report. He requested that Chief Lape start next month including the UCR Stats for Part I, Part II, offence numbers, clearances, and arrests.

Chief Lape explained that the arrests are on the report already; just not listed by instances. He stated that the mapping by the programmer is nearly complete, and should be ready for the next month's meeting.

Mrs. Jordan wanted to thank Officer Newman for coordinating the Senior Parade with the help of Fire Chief Josh Weigand and the other Fire Departments.

PUBLIC WORKS FOREMAN'S REPORT

Mr. Kevin Olar provided a summary report on the Public Works Department for the month of April 2020. A copy of the report is on file at the Township.

ENGINEER'S REPORT

The Board received the Engineer's Report submitted by Shoup Engineering, Inc. Mr. Scott Shoup represented Shoup Engineering, Inc., and summarized the meeting attendance and details of his formal report:

April/May Development/Projects

- 2020 Road Improvement Project
 - Bids for the various road improvement projects were opened on 17 March 2020. The hot mix asphalt paving contract was awarded to Shields Asphalt Paving, and the seal coating contract was awarded to Youngblood Paving. Shields Asphalt commenced work on 4 May 2020 with completion anticipated in about a week.
- Nike Park Project – DCNR Grant
 - Pavilions
 - Jeffrey Associates has completed the concrete slabs and walkways, and installation of the pavilions should be completed within a few weeks.
 - Restroom Renovation/Dumpster Enclosure
 - Select Contracting has completed work on this project.

April Development/Subdivision Review

The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:

- Leto and Dionysus Well Pads
 - Multiple reviews of Land Development Plan(s) have been performed on these gas well developments which are scheduled for additional review by the Planning Commission as conditions permit.

Mrs. Jordan asked if the Nike Site restrooms are open for public use, and if the Township will be supplying the restroom necessities. She stated that she wants it to be clear to the public that – with or without Deer Lakes Youth Football – taxpayers payed for this property, and it is available for public use.

Mr. Mator explained that he is working with Mr. Robb on the Football Lease Agreement for the Nike Site, and that they can modify the agreement so as the Township will be responsible for supplying the restroom necessities and locking/unlocking the restroom doors.

Mr. Mator went into detail about the DLYF agreement and stated that the Township owns the property as well as the restrooms, so the public has full access to the restroom facilities. He said he had been in contact with DLYF regarding maintenance and supplies, and that is the aspect that needs formalized.

Mrs. Jordan requested clarification of who handles the purchasing of accident insurance for the Nike Site property, and requested the Township post signs so the public is aware that restrooms location.

Mr. Mator stated that the Township carries insurance on the property, and that he would instruct Mr. Olar to procure signs.

Mr. Mator asked William Payne, Township Code Enforcer if he still needed to inspect the restrooms prior to them being used.

Mr. Payne stated he did need to inspect them, and that he would inspect them the following week.

BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT

Mr. Bill Payne was present and provided a summary report on Code Enforcement for the month of April 2020. A copy of the report is on file at the Township.

Mr. Forbes requested Mr. Payne to speak on his review of the Zoning Ordinances.

Mr. Payne explained that the previous Board of Supervisors asked him to review the Zoning Ordinances to see if there are any changes needed. Mr. Payne stated that any changes he recommends will be discussed at the next Planning Commission meeting and then final recommendations will be brought to the Board to decide on adopting the changes that were made.

ADOPTION: RESOLUTION 2020-9 (PROPERTY TAX PENALTY RELIEF)

Resolution 2020-9 extends the face value payment period for 2020 Real Estate Taxes to 31 December 2020.

Mrs. Jordan requested an explanation of the Resolution, and what it means to the residents.

Mr. Mator explained that Township property tax has three current periods: Discount, Face, and Penalty. Discount provides a 2% discount for two months, Face permits the actual amount to be paid for two months, and penalty charges a 10% penalty on the face value for the remainder of the current calendar year.

Mr. Mator also explained that any outstanding taxes as of January 1st of the following year were known as delinquent, and were sent to a third-party collector. He warned that – if the Board adopted the Resolution – any unpaid taxes as of 1 January 2021 for the year 2020 would go directly into a delinquent status and be sent to Jordan Tax Service to be collected. He stated that residents should understand that there would be no penalty period if the Board adopted the Resolution.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Forbes to adopt Resolution No. 2020-9 approving the extension of the face value payment due for 2020 Real Estate Taxes to 31 December 2020. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION 2020-12 (DUI GRANT APPLICATION)

Attached is Resolution No. 2020-12 authorizing the Township Manager to sign the DUI Grant on behalf of West Deer Township. The grant is for two years (2020 – 2021 and 2021 – 2022).

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2020-12 authorizing the Township Manager to sign the DUI Grant on behalf of West Deer Township. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION 2020-13 (DUI GRANT ELECTRONIC ACCESS)

Resolution No. 2020-13 authorizes the Township Manager to sign the DUI Grant electronic access on behalf of West Deer Township.

Mrs. Jordan asked for a brief description of both resolutions.

Mr. Mator explained that the resolutions are for the North Hills DUI Task Force, which the West Deer Police Department administers and manages. He stated that DUI checkpoints are an example of what the public sees as part of this program. Mr. Mator said that the DUI Grant Electronic Access Resolution was added by the Commonwealth this year so files that are sent to the State can now be sent electronically.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Maudhuit to adopt Resolution No. 2020-13 authorizing the Township Manager to sign the DUI Grant electronic access on behalf of West Deer Township. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – B-1 BALLFIELD WALL

Allegheny County has approved a GEDF Grant for work to be performed at Bairdford Park. One of the projects approved under the grant is the rehabilitation of the area adjacent to the B-1 Ballfield. The project would include demolition of a failing retaining wall, regrading and enlargement of the level area behind the backstop, installation of a new retaining wall and gravel walkway, and installation of drainage improvements.

It is recommended that Shoup Engineering be authorized to place an advertisement for public bids to complete this project.

Mr. Forbes asked if this was a Township matching grant.

Mr. Mator stated that this is a straight grant, without a match. He explained that the Township received \$100,000 to complete the Ballfield wall rehabilitation, and that any remaining funds would go to paying for cameras at the parks.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Forbes to authorize the Township Engineer to advertise the B-1 Ballfield Project in accordance with GEDF Program guidelines. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 434 (NOISE ORDINANCE)

ORDINANCE NO. 434

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WEST DEER TO ADD A NEW CHAPTER 114 ENTITLED "NOISE CONTROL" WHICH SHALL: REGULATE AND CONTROL LOUD AND OFFENSIVE SOUND AND NOISE WITHIN THE TOWNSHIP; DEFINE RELEVANT TERMS; SET FORTH PROHIBITED ACTS; ESTABLISH SOUND LEVEL LIMITATIONS; SET FORTH EXEMPTIONS; ESTABLISH PROCEDURES FOR REPORTING VIOLATIONS; AND ESTABLISH ENFORCEMENT PROCEDURES, VIOLATIONS AND PENALTIES

The Board will consider adoption of the Ordinance at their 17 June 2020 meeting.

Mr. Maudhuit asked for clarification on time for live music.

Mr. Robb explained that the Ordinance covers concerts or live music, with the exception that certain events could not be held after 11 p.m. or before 8 a.m. He went into detail about the liquor license code, and how it does not permit amplified music at establishments that hold a liquor license. Mr. Robb added, however, that with this Noise Ordinance in effect, the Board could petition the Liquor Board Control to allow amplified music at that venue.

Mr. Forbes asked if it was possible to change the 4th of July holiday cutoff time to 11 p.m.

Mr. Robb answered in the affirmative – if the Board agreed.

Further discussion was held.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Hollibaugh to authorize the advertisement of Ordinance No. 434 with the exception of the change to 4th of July to 11 p.m. Motion carried unanimously 5-0 .

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 435 (SALVAGE YARD ORDINANCE)

ORDINANCE NO. 435

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 140 OF THE CODE OF THE
TOWNSHIP OF WEST DEER (“JUNK AND SALVAGE YARDS”) TO ADD DEFINITIONS FOR
LICENSE AND TOWNSHIP ADMINISTRATOR, AND PROVIDING NEW PROCEDURES FOR
RENEWING A SALVAGE YARD LICENSE**

The Board will consider adoption of the Ordinance at their 17 June 2020 meeting.

Mrs. Jordan explained how this Ordinance would change the salvage yard license renewal from one requiring Board approval to one simply requiring the Code Enforcement Officer's approval.

Mr. Robb agreed with Mrs. Jordan, and clarified that only the initial license will need to go through the Board of Supervisors.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Forbes to authorize the advertisement of Ordinance No. 435. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT – MACK TRUCK SALE

Public Works Foreman Kevin Olar requested the Board authorize the advertisement of the sale of the following Public Works truck:

2001 Mack R-Series 10-ton Dump Truck with salt spreader and plow.

MOTION BY SUPERVISOR Forbes and SECONDED BY Supervisor Hollibaugh to authorize the advertisement for the sale of one 2001 Mack Truck in as-is condition. Motion carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT (COMCAST FRANCHISE AGREEMENT ORDINANCE)

ORDINANCE NO. 436

**ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING EXECUTION OF A CABLE
FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND
COMCAST OF PENNSYLVANIA, INC.**

Mr. Robb explained in detail about the renewal process of extending the Franchise Agreement.

Further discussion was held.

MOTION BY SUPERVISOR Jordan AND SECONDED BY Supervisor Forbes to authorize the advertisement of Ordinance No. 436 authorizing the execution of a cable franchise agreement between the Township and Comcast of Pennsylvania, Inc. Motion carried unanimously 5-0.

DISCUSSION: COMMUNITY DAYS

Chief Lape opened the discussion by explaining that he and Mrs. Stark had not been able to finalize the planning of Community Days due to the COVID-19 pandemic. He stated that even if the state goes into the green phase, it would be difficult to hold Community Days due to the regulations that would need to be followed, such as the cleaning and sanitizing of rides, and masks needing worn.

Mrs. Jordan asked if there was still going to be a 5K.

Chief Lape replied there would not be.

Mrs. Stark stated that even the Butler Fair was cancelled.

Mrs. Jordan mentioned that even if the Commonwealth got "the all clear signal," that Community Days still could not happen.

Chief Lape stated that – under normal circumstances – Community Days planning would have already begun, and money for contracts would have been paid, but that nothing had been paid out as of the time of the meeting.

Mrs. Jordan added that that \$30,000 would be at stake if Community Days was planned, contracts were paid, and then – due to safety concerns – the event had to be cancelled at a later date.

Mrs. Stark asked to reiterate what the Chief said that it is not possible to have this event due to COVID-19 regulations of wearing masks at the event – when residents plan on eating – as well as keeping up with the sanitizing of rides.

Further discussion was held about Community Days, and it was decided that the event would be cancelled for 2020.

ADOPTION: ORDINANCE NO. 433 (SENIOR TAX REBATE)

ORDINANCE NO. 433

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WEST
DEER TO INCREASE THE SENIOR CITIZEN TAX REBATE FROM \$10 TO \$35.**

Mr. Robb stated he was asked to look into the maximum rebate that could be given on such a program, and found that the County rebate permitted up to 30% of the real estate taxes, and clarified that he was not making the recommendation of changing the Ordinance to permit that amount.

Mrs. Jordan stated that she agrees with the increase to \$35.

Mr. Mator shared that Dorothy Bonovitz, Township Tax Collector, provided him with the current number of seniors enrolled in this program, which was 360. He said the difference between the current amount of \$10 per senior (\$3,600) and the new proposed amount of \$35 (\$12,600) was an additional revenue reduction of \$9,000 for the Township.

Mr. Robb explained that if Seniors applied for Allegheny County rebate, they would be eligible for this program as well.

After discussion, Mr. Karpuzi stated that there is no change necessary, and to keep the rebate at \$35 as moved during the earlier motion.

OLD BUSINESS

Mr. Karpuzi mentioned there was a question in the chat box of Zoom from Fire Chief Josh Weigand, and that the question he asked was if the property tax extension applies to fire tax.

Mr. Mator answered that the extension would apply to all property taxes.

Mr. Karpuzi commented that at previous public meetings, possible Township growth plans have been discussed. He said he would like to discuss ways the Township can come out of the COVID-19 crisis stronger, and that he would like the matter discussed in the next couple of months.

NEW BUSINESS

Mrs. Jordan asked that the availability of Township parks be placed on Facebook with an explanation of why they cannot be used.

Mr. Mator explained that this had already been done, and was posted on Facebook as well as Township website.

Mr. Forbes requested a letter of support to be sent to legislators in support of Senate Bill 1122, which is a Bill to help out fire and EMS departments during COVID-19. He explained that this Bill passed the Senate, is now in the House, and would allow federal dollars to double the annual grants that these departments already receive.

Mr. Karpuzi asked Mr. Mator if a resolution was necessary.

Mr. Mator answered that a resolution was not necessary, and that that a letter could be drafted, distributed to the Board, then signed by the Chairperson after it was reviewed.

Mr. Karpuzi approved that approach, and asked if Mr. Forbes could send a draft letter via email to the Board members for their input.

Mr. Forbes agreed, and then said he is looking to schedule a Public Safety meeting this month with all three fire chiefs. He then asked Mr. Mator to set up this meeting.

Mrs. Jordan asked if baseball fields at Baird Park were open, and if it was clearly marked which fields were not to be used.

Mr. Mator responded in the affirmative to both questions.

Mrs. Jordan then asked to discuss the proposed farmers market.

Mr. Karpuzi asked if Parks and Recreation wanted to continue the discussion of having it.

Mrs. Jordan stated that the public needed to understand that Parks and Recreation had never had a farmers market event, and that they currently did not have enough volunteers to run the event due to COVID-19 safety reasons.

Mr. Forbes posited that the yellow phase for farmers market per the Governor's regulations dictated that every vendor was to be at least ten feet apart, social distancing was to be practiced, and that masks and gloves were to be utilized.

Mr. Mator shared that two members of the Parks and Recreation Board were to attend a conference at State College to learn how to manage a farmers market, but the conference was cancelled due to COVID-19.

Mrs. Stark mentioned that she had talked to other members of the Parks and Recreation Board, and that no one was willing to handle the farmers market due to either their family members or themselves being compromised health-wise. She also commented on the guidelines of vendors being ten feet apart, and stated that such a distance would not work.

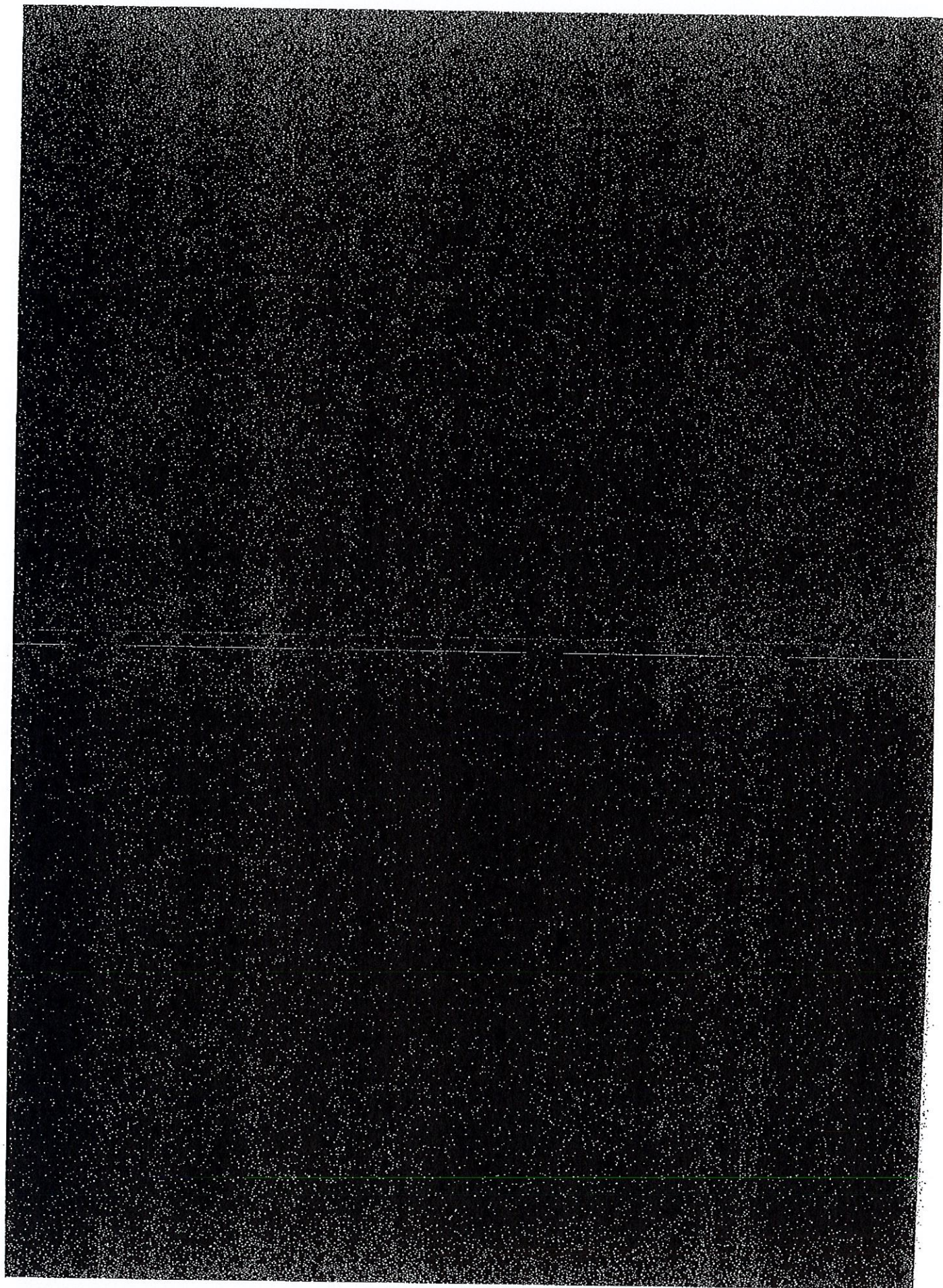
Mrs. Stark stated that Parks and Recreation was extremely excited and looking forward to having a farmers market, but that she felt it was not feasible at this time.

Mr. Karpuzi stated that hopefully one can be held in 2021.

ADJOURNMENT

MOTION BY Supervisor Forbes and SECONDED BY Supervisor Hollibaugh to adjourn the meeting at 8:16 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager



MONTHLY FINANCIAL REPORT

A) FINANCE OFFICER'S REPORT

ATTACHED IS THE FINANCE OFFICER'S REPORT.

ARE THERE ANY QUESTIONS ON THE MONTHLY FINANCIAL REPORT?

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO APPROVE THE FINANCE OFFICER'S REPORT AS SUBMITTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. MAUDHUIT	___	___	___	___
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
MR. KARPUI	___	___	___	___

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
May 31, 2020

I - GENERAL FUND:

	<u>May</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,192,495.94	3,761,593.20	58.05%
Expenditures	527,820.25	1,912,469.27	29.51%

Cash and Cash Equivalents:
Sweep Account

2,163,727.16	
<u>2,163,727.16</u>	

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

76,467.75

Fire Tax Fund:

Restricted

113,926.87

State/Liquid Fuels Fund:

Restricted

348,326.40

538,721.02

Investments:

Operating Reserve Fund:

Reserved

230,266.62

Capital Reserve Fund:

Reserved

1,374,562.12

1,604,828.74

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 5/31/20

4,307,276.92

Interest Earned May 2020

204.53

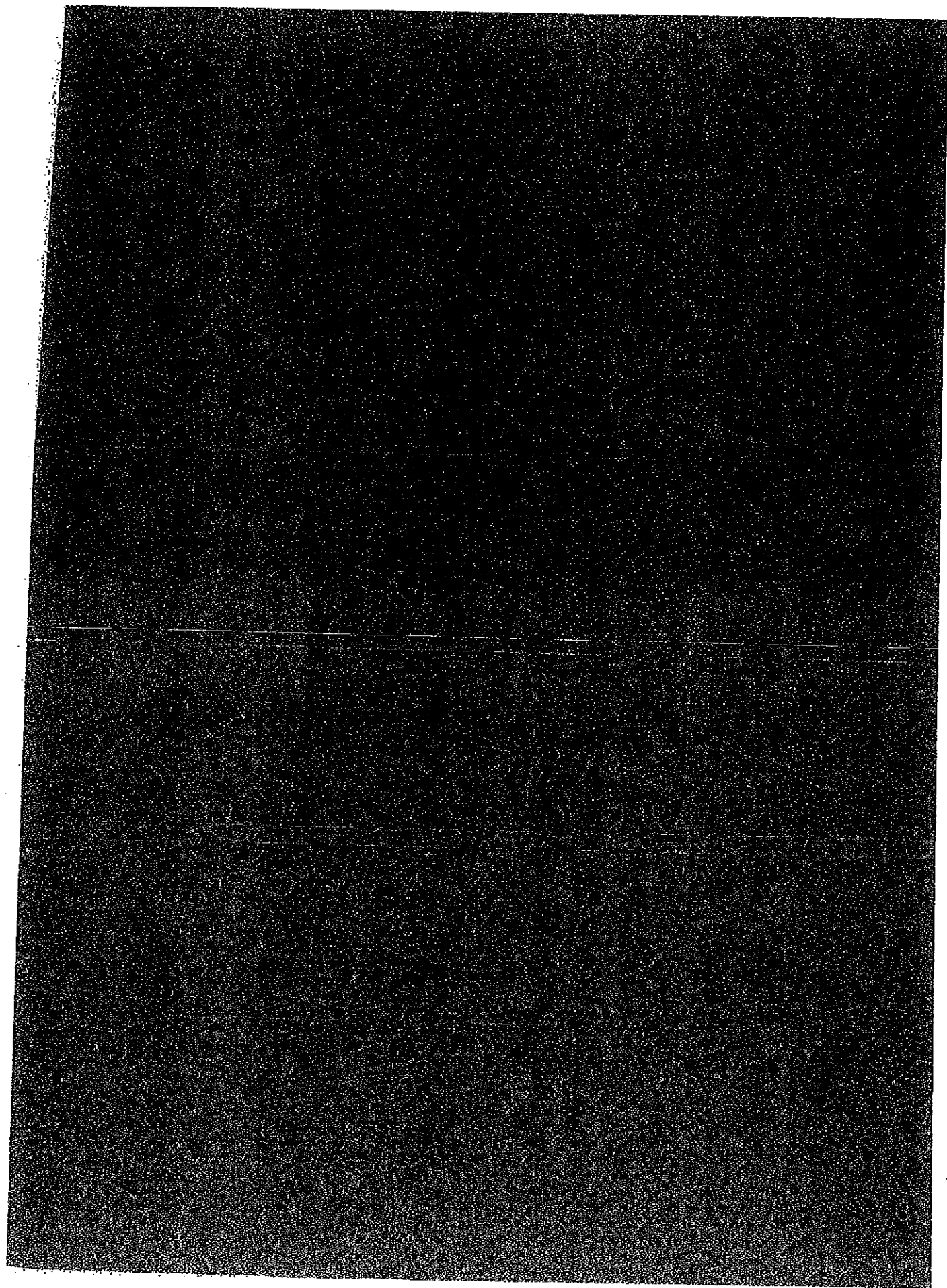
	<u>5/1/2020</u> <u>Debt Balance</u>		<u>May</u> <u>Principal</u> <u>Payment</u>	<u>5/31/2020</u> <u>Debt Balance</u>
Mars National - VFC #3	143,575.49	\$	2,607.94	141,385.61
NexTier Bank VFC #2	418,783.11	\$	2,680.96	417,410.43

Restricted - Money which is restricted by legal or contractual requirements.

Reserved - Money which is earmarked for a specific future use.

INTEREST EARNED - 2020

	<u>MAY</u>	<u>YTD</u>
GENERAL FUND	\$51.07	\$58.99
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$3.11	\$16.75
OPERATING RESERVE	\$9.12	\$921.48
STATE FUND	\$137.92	\$976.22
CAPITAL RESERVE	<u>\$3.31</u>	<u>\$15,832.99</u>
TOTAL INTEREST EARNED	<u>\$204.53</u>	<u>\$17,806.43</u>



B) LIST OF BILLS

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO PAY THE LIST OF BILLS AS SUBMITTED, AND ALL APPROVED REIMBURSABLE ITEMS IN COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRACTICES.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
MR. MAUDHUIT	_____	_____	_____	_____
MR. KARPUI	_____	_____	_____	_____

WEST DEER TOWNSHIP

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:04 pm
Date: 06/10/2020
Page: 1BY Name
Cutoff as of: 12/31/9999

Due Dates: 06/15/2020 thru 06/15/2020 Printed: 5 thru Z

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: BEARCOM		194.97				194.97		
Name: BEST WHOLESALE TIRE CO, INC		698.95				698.95		
Name: JORDAN TAX SERVICE, INC.		357.20				357.20		
Name: KRESS TIRE		402.00				402.00		
Name: MRM PROPERTY & LIABILITY TRUST		119343.00				119343.00		
Name: MRM WORKERS' COMP FUND		17386.84				17386.84		
Name: OFFICE DEPOT		599.95				599.95		
Name: ROADSAFE TRAFFIC SYSTEMS		951.00				951.00		
Name: SHOUP ENGINEERING INC.		2640.50				2640.50		
Name: TOSHIBA FINANCIAL SERVICES		956.53				956.53		
Name: TRISTANI BROTHERS, INC.		2004.63				2004.63		
Name: TUCKER/ARENSBERG ATTORNEYS		5060.96				5060.96		
Name: WINE CONCRETE PRODUCTS, INC.		2700.00				2700.00		
FINAL TOTALS:		153296.53				153296.53		

WEST DEER TOWNSHIP

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:03 pm
Date: 06/10/2020
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 06/15/2020 thru 06/15/2020

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00674	BEARCOM	430.327	5033284	57.47				57.47		N
Road:	Radio Equip Maint	0620	06/01/2020	06/15/2020	06/02/2020					
00674	BEARCOM	410.328	5034254	137.50				137.50		N
POL:	Radio Equip Maintenance	0620	06/02/2020	06/15/2020	06/03/2020					
Name:	BEARCOM			194.97				194.97		
00553	BEST WHOLESale TIRE	410.374	17481	121.60				121.60		N
Police:	Car #35-Inspection	0520	05/04/2020	06/15/2020	06/03/2020					
00553	BEST WHOLESale TIRE	410.374	17490	62.65				62.65		N
Police:	Car #31-Rotation/oil ch0520	0520	05/05/2020	06/15/2020	06/03/2020					
00553	BEST WHOLESale TIRE	410.374	17503	62.65				62.65		N
Police:	Car #38-Rotation/oil ch0520	0520	05/06/2020	06/15/2020	06/03/2020					
00553	BEST WHOLESale TIRE	410.374	17514	122.65				122.65		N
Police:	Car #33-Inspection/oil	0520	05/07/2020	06/15/2020	06/03/2020					
00553	BEST WHOLESale TIRE	410.374	17522	62.65				62.65		N
Police:	Car #30-Rotation/oil ch0520	0520	05/08/2020	06/15/2020	06/03/2020					
00553	BEST WHOLESale TIRE	410.374	17612	266.75				266.75		N
Police:	Car #32-Inspection/oil	0520	05/21/2020	06/15/2020	06/03/2020					
Name:	BEST WHOLESale TIRE CO, INC			698.95				698.95		
00106	JORDAN TAX SERVICE,	403.140	5-C-#105	357.20				357.20		N
Delinquent R E Tax Commission	0520	05/18/2020	05/18/2020	06/15/2020	05/20/2020					
Name:	JORDAN TAX SERVICE, INC.			357.20				357.20		
00362	KRESS TIRE	410.374	09716-9	25.00				25.00		N
Police:	Car #34 Flat Repair	0520	05/11/2020	06/15/2020	06/04/2020					
00362	KRESS TIRE	430.374	09727-34	377.00				377.00		N
Road:	Tires-Boom Mower	0620	06/04/2020	06/15/2020	06/05/2020					
Name:	KRESS TIRE			402.00				402.00		
00831	MRM PROPERTY & LIABI	486.351	380868	112696.00				112696.00		N
Twp:	RENEWAL OF COMMERCIAL PAC0520	0520	05/18/2020	06/15/2020	05/18/2020					
00831	MRM PROPERTY & LIABI	412.352	380868	6647.00				6647.00		N
EMS:	RENEWAL OF COMMERCIAL PAC0520	0520	05/18/2020	06/15/2020	05/18/2020					

WEST DEER TOWNSHIP

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:03 pm
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Due Dates: 06/15/2020 thru 06/15/2020

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: MRM PROPERTY & LIABILITY TRUST				119343.00				119343.00		
00325	MRM WORKERS' COMP FU 486.354	1920PRJ2700	05/15/2020	17386.84				17386.84		N
Pmt 4 of 4: workmans' Comp Ins0520				06/15/2020	05/14/2020					
Name: MRM WORKERS' COMP FUND				17386.84				17386.84		
00657	OFFICE DEPOT	406.210	495586891001	392.43				392.43		N
Twp: Toner cartridges-black				06/15/2020	06/01/2020					
00657	OFFICE DEPOT	409.226	495586891001	13.40				13.40		N
Cleaning: hand soap				06/15/2020	06/01/2020					
00657	OFFICE DEPOT	406.210	496730078001	-68.76				-68.76		N
Office Supplies				06/15/2020	06/05/2020					
00657	OFFICE DEPOT	406.210	496731278001	68.76				68.76		N
Twp: Toner-yellow				06/15/2020	06/01/2020					
00657	OFFICE DEPOT	406.210	502456354001	164.08				164.08		N
Office Supplies				06/15/2020	06/05/2020					
00657	OFFICE DEPOT	406.210	502461401001	30.04				30.04		N
Office Supplies				06/15/2020	06/05/2020					
Name: OFFICE DEPOT				599.95				599.95		
00014	ROADSAFE TRAFFIC SYS 430.245	114892	06/01/2020	525.00				525.00		N
Road: Local Traffic/Watch Child0620				06/15/2020	06/10/2020					
00014	ROADSAFE TRAFFIC SYS 430.245	115227	06/01/2020	426.00				426.00		N
Road: U-Channel Posts				06/15/2020	06/10/2020					
Name: ROADSAFE TRAFFIC SYSTEMS				951.00				951.00		
00830	SHOUP ENGINEERING IN 408.313	20-179	05/31/2020	280.50				280.50		N
Engineering: Miscellaneous				06/15/2020	06/02/2020					
00830	SHOUP ENGINEERING IN 454.285	20-186	05/31/2020	2360.00				2360.00		N
DCNR Grant-Restroom Renovation0520				06/15/2020	06/04/2020					
Name: SHOUP ENGINEERING INC.				2640.50				2640.50		
00577	TOSHIBA FINANCIAL SE 406.261	5010467824	05/21/2020	711.59				711.59		N
Lease & Maintenance of Copiers0520				06/15/2020	05/26/2020					

WEST DEER TOWNSHIP

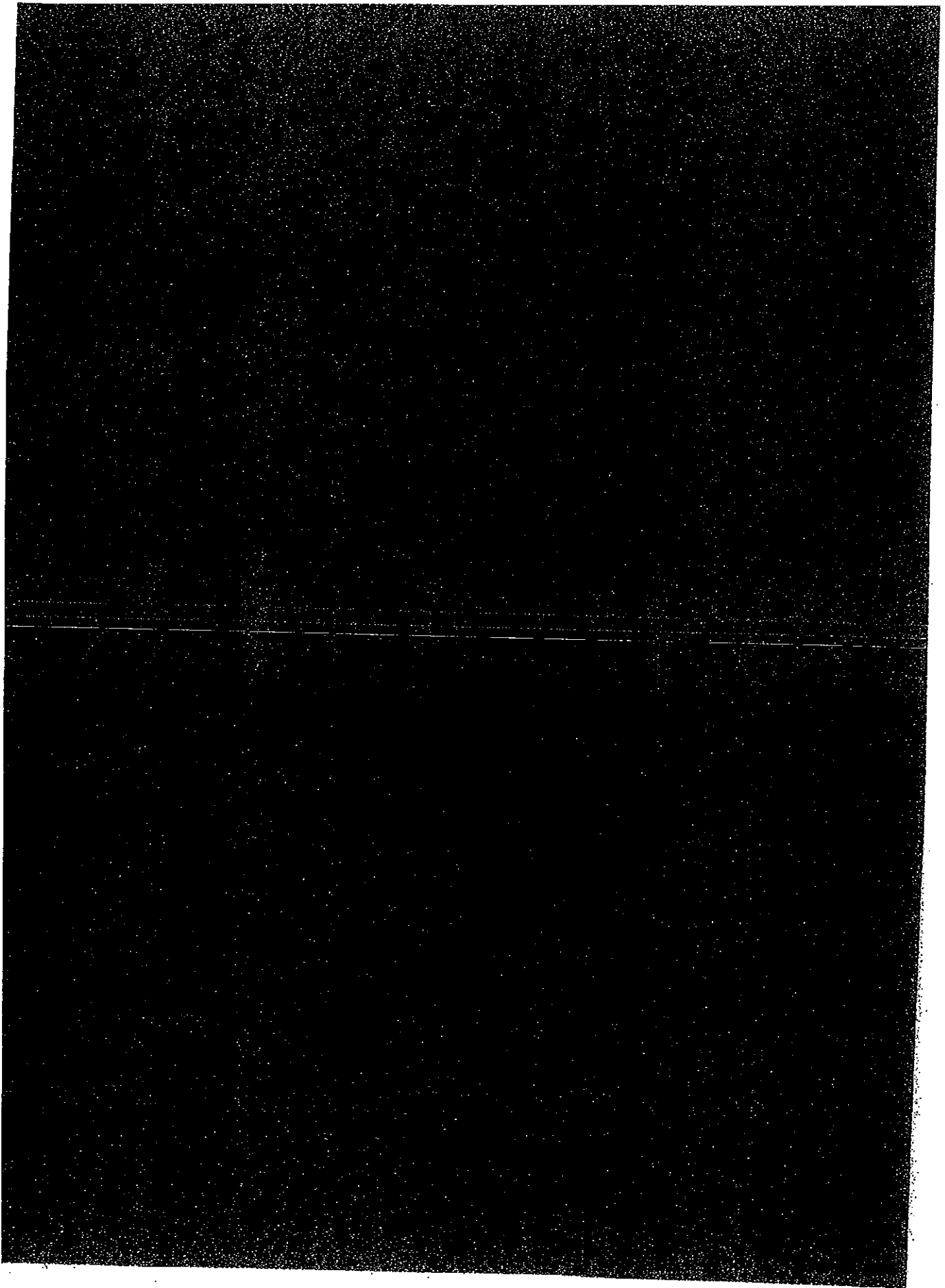
ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 2:03 pm
Date: 06/10/2020
Page: 3

By Name
Cutoff as of: 12/31/9999

Due Dates: 06/15/2020 thru 06/15/2020

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00577	TOSHIBA FINANCIAL SE 410.261 Lease & Maintenance of Copiers0520	5010467824	05/21/2020	244.94	06/15/2020	05/26/2020		244.94		N
Name: TOSHIBA FINANCIAL SERVICES										
				956.53				956.53		
00067	TRISTANI BROTHERS, I 430.374 Road:Trk #6-Inspect-tie rods/d0520	200525	05/31/2020	1904.63	06/15/2020	06/02/2020		1904.63		N
00067	TRISTANI BROTHERS, I 430.374 Road:Trk #7-Inspection 0520	200526	05/31/2020	100.00	06/15/2020	06/02/2020		100.00		N
Name: TRISTANI BROTHERS, INC.										
				2004.63				2004.63		
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: Retainer 0520	001721	05/31/2020	500.00	06/15/2020	06/10/2020		500.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: General 0520	601719	05/31/2020	4424.96	06/15/2020	06/10/2020		4424.96		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: 2020 Litigatio0520	601720	05/31/2020	136.00	06/15/2020	06/10/2020		136.00		N
Name: TUCKER/ARENSBERG ATTORNEYS										
				5060.96				5060.96		
00059	WINE CONCRETE PRODUC 430.611 Catch Basins-24" Knockout Rise0620	86445	06/01/2020	2700.00	06/15/2020	06/04/2020		2700.00		N
Name: WINE CONCRETE PRODUCTS, INC.										
				2700.00				2700.00		
FINAL TOTALS:								153296.53		



POLICE CHIEF'S REPORT

ATTACHED IS THE POLICE CHIEF'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE POLICE CHIEF'S REPORT?

OFFICER'S MONTHLY REPORT

To: Jonathan D. Lape, Chief of Police
From: Jennifer Borczyk, Administrative Assistant
Subject: Officer's Monthly Report
Date: June 8, 2020

Attached is the Officer's Monthly Report for May 2020.

JB

CC: D. Mator, Manager
A. Karpuzi, Chairman
S. Hollibaugh, Vice Chairwoman
B. Jordan
S. Maudhuit
B. Forbes

OFFICER'S MONTHLY REPORT
MAY 2020

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	41	244	285
CALLS FOR SERVICE/FIELD CONTACTS	564	1,660	2224
ALL OTHER CALLS	432	1,887	2319
TOTALS CALLS FOR SERVICE	1037	3,791	4828
<u>ARRESTS</u>			
ADULT	1	14	15
JUVENILE	0	0	0
TRAFFIC CITATIONS	1	33	34
NON TRAFFIC CITATIONS	1	13	14
PARKING CITATIONS	0	7	7
WARNINGS	0	21	21
<u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	3	3
<u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	12,465	40,863	53328
GALLONS OF GASOLINE USED	1089.2	3,654.50	4743.7
REPAIRS/MAINTENANCE	723.95	5,008.23	5732.18
<u>OVERTIME PAID</u>			
COURT (OFF DUTY)	0	45.00	45
PRELIMINARY HEARINGS	0	8.00	8
PRETRIAL	0	0.00	0
INVESTIGATIONS	15	40.00	55
ARRESTS	5	19.00	24
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	0	32.00	32
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	3	61.00	64
TOTAL HOURS	23	205.00	228

Points of Interest

May 2020

Chief Jonathan Lape

- May 5, 12, 19, 26- Weekly Conference call with COG Chiefs.
- May 6- Webex regarding FEMA grant
- May 6- Hazardous Mitigation Webex (Bill Payne attended)
- May 8- Attended meeting with Superintendent of Deer Lakes School District

K9 Officer Edward Newman

- May 6- Training at Butler Park focused on narcotics and tracking
- May 13- Maintenance
- May 27- Training at West Deer K9 Training area focused on narcotics and tracking

Sergeant Mikus & Officer Petosky

- May 8- NHSRT weaponry drills training at Hampton Township range, as well as completion of annual PT.
- May 29- Officer Petosky had NHSRT training at the Ross Township Monastery. The team worked on interior drills, rope climbing/ descending, and explosive breaching.
- May 31- Officer Petosky was deployed to assist the city of Pittsburgh with the riots in Pittsburgh.

Explorers

- Cancelled for both weeks

School District Details

- No SRO Logs
- Deer Lakes School District closed as of the afternoon of March 13 due to COVID-19 and will not reopened until the next academic year.
- May 12- Sergeant Shurina attended the school board executive session via zoom in reference to yearly safety and security measures and recommendations.

Misc. Details

- May 2- Officer Newman lead the Deer Lakes Senior parade throughout the township.
- May 9- Officer Fedunok participated in a birthday parade.
- May 12- Officer Trocki participated in a birthday parade.
- May 16- Sgt. Mikus & Officer Elza participated at the Armed Forces Day Parade.
- May 21- Admin Jen Borczyk attended a PEMA/ FEMA grant webinar.

Date Printed:
6/1/2020

West Deer Township Police Department Calls For Service Activity Report

This report lists all Calls For Service within a given time period.

Report Start Date: 5/1/2020

Report End Date: 5/31/2020

Calls For Service:

ABANDON VEHICLE - PRIVATE PROPERTY	1
ABANDON VEHICLE - PUBLIC PROPERTY	1
ALARM ACTIVATION - BUSINESS	1
ALARM ACTIVATION - BUSSINESS/FALSE	2
ALARM ACTIVATION - C02	1
ALARM ACTIVATION - FIRE / FALSE	2
ALARM ACTIVATION - MEDICAL	1
ALARM ACTIVATION - RESIDENTIAL	1
ALARM ACTIVATION - RESIDENTL/FALSE	2
ANIMAL - COMPLAINT	19
ASSIST - EMS	22
ASSIST - EMS (DOA)	2
ASSIST - OTHER	2
ASSIST - POLICE	12
ASSIST - RESIDENT	4
ASSIST - WELFARE CHECK	11
BURGLARY - FORCE (RESIDENTIAL)	1
CIVIL - COMPLAINT	3
CIVIL - NEIGHBOR DISPUTE	2
COURT - WARRANT SERVICE	1
CRIMINAL MISCHIEF - BUSINESS	1
CRIMINAL MISCHIEF - GENERAL	1
CRIMINAL MISCHIEF - RESIDENTIAL	3
DISABLED VEHICLE - GENERAL	2
DISORDERLY CONDUCT - GENERAL	4
DOMESTIC - PHYSICAL	2
DOMESTIC - VERBAL	6
FIRE - OTHER	1
FRAUD - GENERAL	2
HARASSMENT - COMMUNICATIONS	1
HARASSMENT - GENERAL	2
HARASSMENT - TERRORISTIC THREATS	3
HAZARDOUS CONDITION - ROAD HAZARD	1
HAZARDOUS CONDITION - TREE DOWN	2
HAZARDOUS CONDITION - UTILITY COMP	3
HAZARDOUS CONDITION - WIRE DOWN	3
MENTAL COMMITMENT - INVOLUNTARY	2
MENTAL COMMITMENT - VOLUNTARY	1
MVA - LEAVING THE SCENE	1
MVA - REPORTABLE	2
NOISE COMPLAINT - RESIDENTIAL	7
PARKING COMPLAINT - BUSINESS	3
PARKING COMPLAINT - RESIDENTIAL	2
PATROL - GENERAL	334

Calls For Service:

PFA - SERVICE	6
PHONE CALLS - GENERAL	13
POLICE INFORMATION - FOLLOW UP INVEST	5
POLICE INFORMATION - GENERAL	27
PREMISES CHECK - BUSINESS	2
PROPERTY - LOST	1
SEX CRIMES - INDECENT EXPOSURE	1
SPECIAL DETAIL - ADMINISTRATIVE	18
SPECIAL DETAIL - DIRECT TRAFFIC	2
SPECIAL DETAIL - OTHER / MISC.	4
SPECIAL DETAIL - PATROL	9
SPECIAL DETAIL - PUBLIC RELATIONS	3
SPECIAL DETAIL - SECURITY	1
SUSPICIOUS - OTHER	3
SUSPICIOUS - PERSON	6
SUSPICIOUS - VEHICLE	3
THEFT - FROM MOTOR VEHICLE	2
THEFT - RESIDENTIAL	1
TRAFFIC - COMPLAINT	6
TRAFFIC - DETAIL	4
TRAFFIC - STOP	6
TRESPASS - RESIDENCE	2

TOTAL CALLS FOR SERVICE: 605

Date Printed:
6/1/2020

West Deer Township Police Department Calls For Service Activity Report

This report lists all Calls For Service within a given time period.

Report Start Date: 1/1/2020

Report End Date: 5/31/2020

Calls For Service:

911 HANG UP - GENERAL	2
ABANDON VEHICLE - PRIVATE PROPERTY	2
ABANDON VEHICLE - PUBLIC PROPERTY	1
ALARM ACTIVATION - BUSINESS	5
ALARM ACTIVATION - BUSSINESS/FALSE	15
ALARM ACTIVATION - C02	3
ALARM ACTIVATION - FIRE / FALSE	4
ALARM ACTIVATION - MEDICAL	4
ALARM ACTIVATION - RESIDENTIAL	9
ALARM ACTIVATION - RESIDENTL/FALSE	17
ANIMAL - BITE	3
ANIMAL - COMPLAINT	67
ASSAULT - STRONG ARM	7
ASSIST - BUSINESS	1
ASSIST - EMS	150
ASSIST - EMS (AED USED)	2
ASSIST - EMS (DOA)	9
ASSIST - EMS (NARCAN)	1
ASSIST - OTHER	11
ASSIST - POLICE	42
ASSIST - RESIDENT	26
ASSIST - WELFARE CHECK	59
ASSIST- EMS (OVERDOSE)	2
BURGLARY - FORCE (RESIDENTIAL)	2
CHILD - ABUSE	1
CHILD - CHILD LINE REPORTS	3
CHILD - ENDANGERMENT	1
CIVIL - CHILD CUSTODY	4
CIVIL - COMPLAINT	12
CIVIL - LANDLORD TENANT	3
CIVIL - NEIGHBOR DISPUTE	4
COURT - CRIMINAL	1
COURT - MAGISTRATE	7
COURT - WARRANT SERVICE	3
CRIMINAL MISCHIEF - BUSINESS	6
CRIMINAL MISCHIEF - GENERAL	7
CRIMINAL MISCHIEF - RESIDENTIAL	10
DISABLED VEHICLE - GENERAL	10
DISORDERLY CONDUCT - GENERAL	13
DOMESTIC - PHYSICAL	8
DOMESTIC - VERBAL	32
DRUG LAWS - GENERAL	6
DUI - OVER LEGAL AGE	2
ESCORT - FUNERAL	1

Calls For Service:

ESCORT - PERSON	1
FIRE - BURNING COMPLAINT	9
FIRE - OTHER	2
FIRE - STRUCTURE (RESIDENCE)	2
FRAUD - GENERAL	27
HARASSMENT - COMMUNICATIONS	14
HARASSMENT - GENERAL	6
HARASSMENT - TERRORISTIC THREATS	6
HAZARDOUS CONDITION - FLOODING	2
HAZARDOUS CONDITION - ROAD HAZARD	16
HAZARDOUS CONDITION - TREE DOWN	15
HAZARDOUS CONDITION - UTILITY COMP	11
HAZARDOUS CONDITION - WIRE DOWN	9
HUNTING COMPLAINT - GENERAL	2
INSECURE - BUSINESS	2
LOCAL ORDINANCE - DUMPING	2
MENTAL COMMITMENT - INVOLUNTARY	7
MENTAL COMMITMENT - VOLUNTARY	3
MVA - DUI	3
MVA - LEAVING THE SCENE	6
MVA - NON REPORTABLE	19
MVA - PRIVATE PROPERTY	1
MVA - REPORTABLE	18
NOISE COMPLAINT - RESIDENTIAL	15
NOT ASSIGNED	1
NOTIFICATION - OTHER	2
PARKING COMPLAINT - BUSINESS	4
PARKING COMPLAINT - RESIDENTIAL	12
PATROL - GENERAL	843
PFA - SERVICE	14
PFA - VIOLATION	2
PHONE CALLS - GENERAL	58
POLICE INFORMATION - FOLLOW UP INVEST	23
POLICE INFORMATION - GENERAL	112
PREMISES CHECK - BUSINESS	18
PREMISES CHECK - RESIDENTIAL	2
PROPERTY - FOUND	5
PROPERTY - LOST	6
ROBBERY - ATTEMPT (RESIDENTIAL)	1
RUNAWAY - JUVENILE FEMALE	2
SEX CRIMES - INDECENT ASSAULT	2
SEX CRIMES - INDECENT EXPOSURE	4
SEX CRIMES - INVOL DEVIAN SEX INTR	1
SEX CRIMES - PROSTITUTION	1
SEX CRIMES - RAPE	1
SPECIAL DETAIL - ADMINISTRATIVE	121
SPECIAL DETAIL - CHILD SEAT INSTALLATIO	2
SPECIAL DETAIL - DIRECT TRAFFIC	2
SPECIAL DETAIL - FINGERPRINT RESIDENT	4
SPECIAL DETAIL - OTHER / MISC	15
SPECIAL DETAIL - PATROL	10
SPECIAL DETAIL - PUBLIC RELATIONS	4

Calls For Service:

SPECIAL DETAIL - SECURITY	6
SRO DETAIL - ASSIST ADMINISTRATOR	16
SRO DETAIL - ASSIST NURSE / EMS	1
SRO DETAIL - ASSIST STUDENT	5
SRO DETAIL - ASSIST TEACHER	7
SRO DETAIL - ATTEND MEETING	10
SRO DETAIL - ATTEND TRAINING	2
SRO DETAIL - INSTRUCT DARE PROGRAM	17
SRO DETAIL - OTHER / MISC.	9
SRO DETAIL - SCHOOL SAFETY DRILL	8
SRO DETAIL - SECURITY (CAFETERIA)	27
SRO DETAIL - SECURITY (GENERAL)	152
SRO DETAIL - SECURITY (PARKING LOT)	1
SRO DETAIL - STUDENT MISSING / SEARCH	1
SRO DETAIL - STUDENT TRANSPORT	2
SUICIDE - ATTEMPT	2
SUSPICIOUS - NOISE	2
SUSPICIOUS - OTHER	11
SUSPICIOUS - PERSON	23
SUSPICIOUS - VEHICLE	20
THEFT - BUSINESS	5
THEFT - FROM MOTOR VEHICLE	6
THEFT - OF MOTOR VEHICLE	1
THEFT - OTHER	2
THEFT - RESIDENTIAL	5
THEFT - UNAUTHORIZED USE OF VEHICLE	1
TRAFFIC - COMPLAINT	20
TRAFFIC - DETAIL	11
TRAFFIC - ROAD RAGE	1
TRAFFIC - SCHOOL ZONE	15
TRAFFIC - STOP	65
TRESPASS - BUSINESS	4
TRESPASS - RESIDENCE	4

TOTAL CALLS FOR SERVICE: 2,510

West Deer Twp. Police

MEMO

To: West Deer Township Board of Supervisors and Daniel Mator Twp. Manager
From: Jonathan D. Lape, Chief of Police
Subject: Uniformed Crimes Reporting (UCR)
Date: June 12, 2020

The Public Safety Committee has requested that we provide in the police departments monthly report a breakdown of incidents that are included in the (UCRS) Uniformed Crimes Reporting System. The UCR Program collects data about Part I offenses in order to measure the level and scope of crime occurring throughout the nation. Part II offenses are those that arrest data are collected.

On the following page is a list of Part I and Part II offenses.

Monthly Count Of Offenses Known to Police

Data submissions should be entered monthly
and are due by the 10th of the succeeding
month

RETURN A OFFENSES

LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED THIS MONTH.		
Number of Officers Killed		Officers Assaulted
By Felonious Acts	Accident/Negligent	
		1
NUMBER REPORTED MUST ALSO BE REPORTED ON THE RETURN F		

1 CLASSIFICATION OF OFFENSES PART I OFFENSES	2 OFFENSES REPORTED OR KNOWN TO POLICE (INCLUDE UNFOUNDED AND ATTEMPTS)	3 UNFOUNDED, I.E. FALSE OR BASELESS COMPLAINTS	4 ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) INCLUDE ATTEMPTS	5 TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS INCLUDES COLUMN 6	6 CLEARANCES INVOLVING ONLY PERSONS UNDER 18
01. CRIMINAL HOMICIDE					
A. MURDER AND NONNEGLIGENT MANSLAUGHTER					
B. MANSLAUGHTER BY NEGLIGENCE					
02. RAPE					
TOTAL					
A. RAPE					
B. ATTEMPTS TO COMMIT RAPE					
03. ROBBERY					
TOTAL					
A. FIREARM					
B. KNIFE OR CUTTING INSTRUMENT					
C. OTHER DANGEROUS WEAPON					
D. STRONG ARM (HANDS, FEET, ETC.)					
04. ASSAULT					
TOTAL					
A. FIREARM					
B. KNIFE OR CUTTING INSTRUMENT					
C. OTHER DANGEROUS WEAPON					
D. HANDS, FISTS, FEET, ETC.					
E. OTHER ASSAULTS - NOT AGGRAVATED					
05. BURGLARY					
TOTAL					
A. FORCIBLE ENTRY					
B. UNLAWFUL ENTRY - NO FORCE					
C. ATTEMPTED FORCIBLE ENTRY					
06. LARCENY - THEFT (EXCEPT MOTOR VEHICLE THEFT)					
07. MOTOR VEHICLE THEFT					
TOTAL					
A. AUTOS					
B. TRUCKS AND BUSES					
C. OTHER VEHICLES					
09. ARSON					
TOTAL PART I OFFENSES					

RETURN A (Page 2)

OFFENSES

Monthly Count Of Offenses Known to Police

Data submissions should be entered monthly
and are due by the 10th of the succeeding
month

1		2	3	4	5	6
CLASSIFICATION OF OFFENSES		OFFENSES REPORTED OR KNOWN TO POLICE (INCLUDE UNFOUNDED AND ATTEMPTS)	UNFOUNDED 1B. FALSE OR BASELESS COMPLAINTS	ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) INCLUDES ATTEMPTS	TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS - INCLUDES COLUMN 6	CLEARANCES INVOLVING ONLY PERSONS UNDER 18
PART II OFFENSES						
100. Forgery and Counterfeiting						
110. Fraud						
120. Embezzlement						
130. Stolen Prop., Rec., Possess., Buying						
140. Vandalism						
150. Weapons, Carrying, Possess, etc.						
160. Prostitution and Commercialized Vice						
170. Sex Offenses (except 02 and 160)						
180. Drug Abuse Violations TOTAL						
Sale/Mfg	18A. Opium-Cocaine					
	18B. Marijuana					
	18C. Synthetic					
	18D. Other					
Possession	18E. Opium-Cocaine					
	18F. Marijuana					
	18G. Synthetic					
	18H. Other					
190. Gambling TOTAL						
19A. Book Making						
19B. Numbers, Etc.						
19C. Other						
200. Offenses Against Family & Children						
210. Driving Under the Influence						
220. Liquor Laws						
230. Drunkenness						
240. Disorderly Conduct						
250. Vagrancy						
260. All Other Offenses (except traffic)						
TOTAL PART II OFFENSES						

The next page is a breakdown of Part I and Part II offenses that occurred from January 1, 2020 - May 31, 2020. From this point on it will be reported monthly and we will provide a quarterly report as we do with the other data you are provided.

UCR Reportable Crimes January 1, 2020 through May 31, 2020

Part I Offenses

Crime	Amount	Classification on UCR Return A
Assault- Strong Arm	7	04.D Assault- Strong Arm
Burglary- Force (Residential)	2	05.A Burglary Forible Entry
Robbery- Attempt (Residential)	1	03.C Robbery- Other
Sex Crimes- Rape	1	02.A Rape
Theft- Business	5	06. Larceny- Theft
Theft- From Motor Vehicle	6	06. Larceny- Theft
Theft- Of Motor Vehicle	1	07.A Motor Vehicle Theft- Autos
Theft- Other	2	06. Larceny- Theft
Theft- Residential	5	06. Larceny- Theft
Theft- Unauthorized Use of Vehicle	1	06. Larceny- Theft

Part II Offenses

Child- Abuse	1	200. Offenses Against Family and Children
Child- Endangerment	1	200. Offenses Against Family and Children
Criminal Mischief- Business	6	140. Vandalism
Criminal Mischief- General	7	140. Vandalism
Criminal Mischief- Residential	10	140. Vandalism
Disorderly Conduct	13	240. Disorderly Conduct
Domestic- Physical	8	260. All Other Offenses
Domestic- Verbal	32	260. All Other Offenses
Drug Laws- General	6	180.18H Drug Abuse- Other
DUI- Over Legal Age	2	210. Driving Under the Influence
Fraud- General	27	110. Fraud
Harrassment- Communications	14	240. Disorderly Conduct
Harassment- General	6	240. Disorderly Conduct
Harassment- Terroristic Threats	6	240. Disorderly Conduct
MVA- DUI	3	210. Driving Under the Influence
Sex Crimes- Indecent Assault	2	170. Sex Offenses (Except 02 & 160)
Sex Crimes- Indecent Exposure	4	170. Sex Offenses (Except 02 & 160)

Crime	Amount	Classification on UCR Return A
Sex Crimes- Invol Deviant Sex Intr	1	170. Sex Offenses (Except 02 & 160)
Sex Crimes- Prostitution	1	160. Prostitution and Commercialized Vice
Trespass- Business	4	260. All Other Offenses
Trespass- Residence	4	260. All Other Offenses

The last page contains all of the signal codes that we use in our reporting system. The incidents that have an (X) next to them are the UCR incidents.

SIGNAL CODES

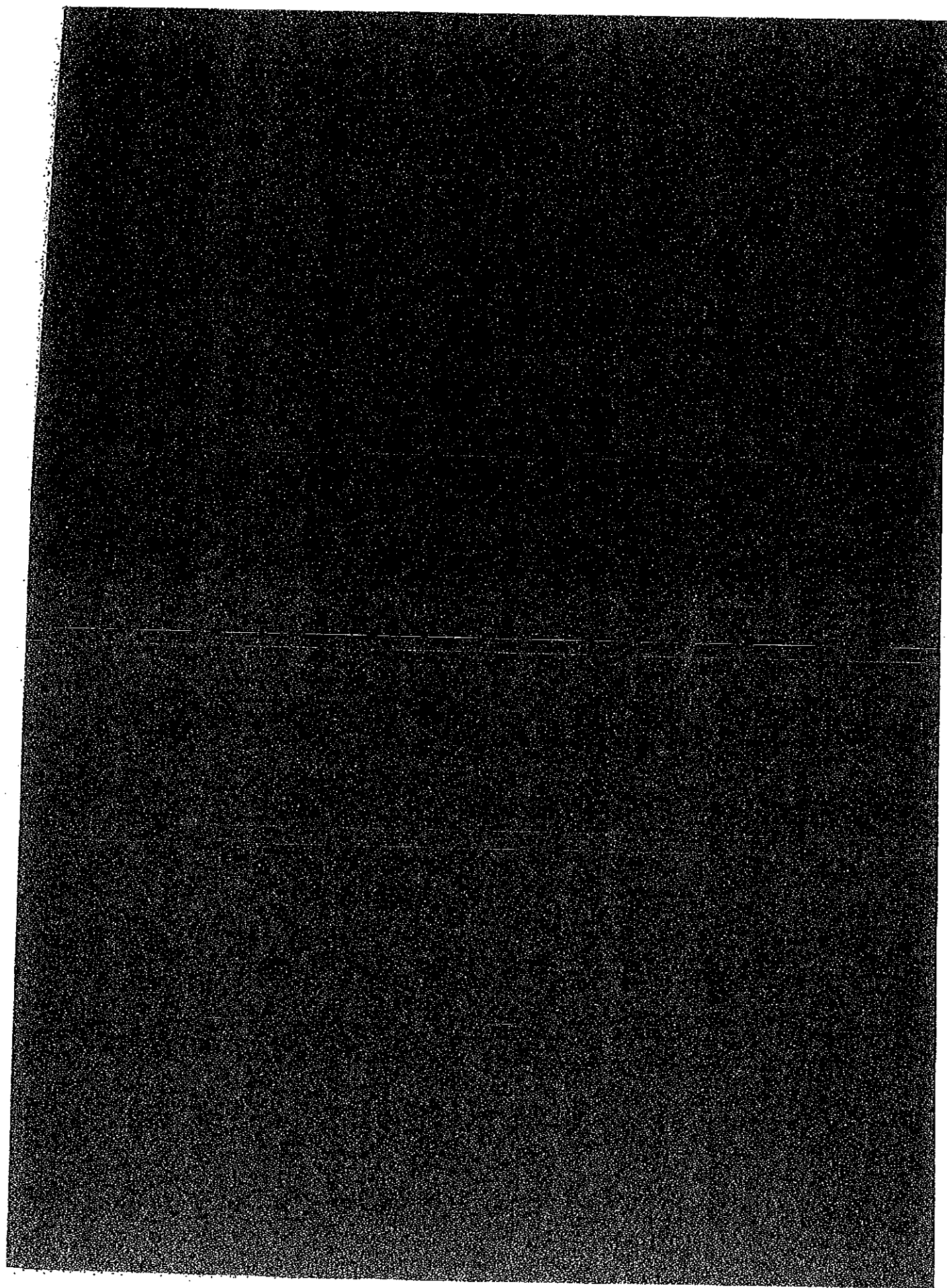
NINGEN	911 Hang up – General	DOMVER	x	Domestic – Verbal
ABVPUP	Abandoned Vehicle – Public Property	DOMPHY	x	Domestic – Physical
ABVPRP	Abandoned Vehicle – Private Property	DRLGEN	x	Drug Laws – General
ALAC02	Alarm Activation – Carbon Monoxide	DUIOLA	x	DUI – Over Legal Age
ALAMED	Alarm Activation – Medical	DUIULA	x	DUI – Under Legal Age
ALARES	Alarm Activation – Residential	ESCMON		Escort – Money
ALRESF	Alarm Activation – Residential / False	ESCPER		Escort – Person
ALABUS	Alarm Activation – Business	ESCVEH		Escort – Vehicle
ALBUSF	Alarm Activation – Business / False	ESCFUN		Escort – Funeral
ALAFIR	Alarm Activation – Fire	FIRSTR		Fire – Structure (Residential)
ALAFRF	Alarm Activation – Fire / False	FIRSTB		Fire – Structure (Business)
ANICOM	Animal – Complaint	FIRVEH		Fire – Vehicle
ANIBIT	Animal – Bite	FIRBRU		Fire – Brush
ANICRU	Animal – Cruelty	FIRBUC		Fire – Burning Complaint
ASSFRM	x Assault – Firearm	FIROTH		Fire – Other
ASSWEP	x Assault – Weapon	FORCHE	x	Forgery – Checks
ASSSTA	x Assault – Strong Arm	FORCRC	x	Forgery – Credit Card
ASSOFF	x Assault – Officer	FOROTH	x	Forgery – Other
ASTEMS	Assist – EMS	FRDGEN	x	Fraud – General
ASTAED	Assist – EMS (AED Used)	GAMGEN	x	Gambling – General
ASTDOA	Assist – EMS (DOA)	HARGEN	x	Harassment – General
ASTEMS	Assist – EMS (Narcas)	HARCOM	x	Harassment – By Communications
ASTRES	Assist – Resident	HARTER	x	Harassment – Terroristic Threats
ASTWEL	Assist – Welfare Check	HAZROD		Hazardous Condition – Road Hazard
ASTBUS	Assist – Business	HAZWIR		Hazardous Condition – Wire Down
ASTCON	Assist – Constable	HAZTRE		Hazardous Condition – Tree Down
ASTPOL	Assist – Police	HAZFLD		Hazardous Condition – Flooding
ASTOTH	Assist – Other	HAZUTC		Hazardous Condition – Utility Complaint
BURFR	x Burglary – Force (Residential)	HUNGEN		Hunting Complaint – General
BURNFR	x Burglary – No Force (Residential)	INSRES		Insecure – Residence
BURATR	x Burglary – Attempt (Residential)	INSBUS		Insecure – Business
BURFB	x Burglary – Force (Business)	LIQUAD	x	Liquor Laws – Under Age Drinking
BURNFB	x Burglary – No Force (Business)	LIQOPC	x	Liquor Laws – Opened Container
BURATB	x Burglary – Attempt (Business)	LORDD		Local Ordinance – Dumping
CHDABU	x Child – Abuse	LORDJV		Local Ordinance – Junk Vehicle
CHDABA	x Child – Abandonment	MEC302		Mental Commitment – Involuntary
CHDEND	x Child – Endangerment	MEC301		Mental Commitment – Voluntary
CHDLIN	Child – Child Line Reports	MIPADM		Missing Person – Adult Male
CHDLUR	x Child – Luring	MIPADF		Missing Person – Adult Female
CHDNEG	x Child – Neglect	MIPJUM		Missing Person – Juvenile Male
CHDABD	x Child – Abduction	MIPJUF		Missing Person – Juvenile Female
CIVCOM	Civil – Complaint	MVAREP		MVA – Reportable
CIVCHC	Civil – Child Custody	MVANOR		MVA – Non Report
CIVLAT	Civil – Landlord Tenant	MVALTS		MVA – Leaving Scene
CIVDIS	Civil – Neighbor Dispute	MVAFAT		MVA – Fatal
COMGEN	Computer Crimes – General	MVADUI	x	MVA – DUI
CORMAG	Court – Magistrate	MVAPRI		MVA – Private Property
CORCRM	Court – Criminal	NICTRA		Night Court – Transport
CORJUV	Court – Juvenile	NICOBW		Night Court – Obtain Warrant
CORWAR	Court – Warrant Service	NOCRES		Noise Complaint – Residential
CRHGEN	x Criminal Homicide – General	NOCBUS		Noise Complaint – Business
CRHATT	x Criminal Homicide – Attempt	NOTDEA		Notification – Death
CRMRES	x Criminal Mischief – Residence	NOTOTH		Notification – Other
CRMBUS	x Criminal Mischief – Business			
CRMGEN	x Criminal Mischief – General			
DISGEN	x Disorderly Conduct – General			
DMV	Disabled Motor Vehicle – General			

SIGNAL CODES

PACRES		Parking Complaint – Residential	SUSPER		Suspicious – Person
PACBUS		Parking Complaint – Business	SUSVEH		Suspicious – Vehicle
			SUSNOS		Suspicious – Noise
			SUSOTH		Suspicious – Other
PATBIK		Patrol – Bicycle	THFBUS	x	Theft – Business
PATATV		Patrol – ATV	THFIDE	x	Theft – Identity
PATGEN		Patrol – General	THFOMV	x	Theft – Of Motor Vehicle
PFASER		PFA – Service	THFFMV	x	Theft – From Motor Vehicle
PFAVIO		PFA – Violation	THFRES	x	Theft – Residential
			THFRET	x	Theft – Retail
PHCGEN		Phone Calls – General	THFOTH	x	Theft – Other
			THFUNU	x	Theft – Unauthorized Use of Vehicle
POLGEN		Police Information – General	TRERES	x	Trespass – Residence
POLFOL		Police Information – Follow-Up Investigation	TREBUS	x	Trespass – Business
PRCRES		Premises Check – Residential	TRFCOM		Traffic – Complaint
PRCBUS		Premises Check – Business	TRFSTP		Traffic – Stop
PRORVS	x	Property – Receiving Stolen	TRFDET		Traffic – Detail
PRORDS	x	Property – Recovered Stolen	TRFSCZ		Traffic – School Zone
PROLST		Property – Lost	TRFRDR		Traffic – Road Rage
PROFND		Property – Found	TRFC&T		Traffic – Click It or Ticket Detail
			TRFAGD		Traffic – Aggressive Driving Detail
PUBGEN	x	Public Intoxication – General	WEPFIR	x	Weapon Violation – Firearm
ROBARB	x	Robbery – Attempt (Business)	WEPKNF	x	Weapon Violation – Knife
ROBART	x	Robbery – Attempt (Residential)	WEPGEN	x	Weapon Violation – General
ROBFRB	x	Robbery – Firearm (Business)			
ROBFRR	x	Robbery – Firearm (Residential)			
ROBSAB	x	Robbery – Strong Arm (Business)			
ROBSAR	x	Robbery – Strong Arm (Residential)			
ROBWPB	x	Robbery – Weapon (Business)			
ROBWPR	x	Robbery – Weapon (Residential)			
RUNADM		Runaway – Adult Male			
RUNADF		Runaway – Adult Female			
RUNJUM		Runaway – Juvenile Male			
RUNJUF		Runaway – Juvenile Female			
SEXINA	x	Sex Crime – Indecent Assault	SROSEC		SRO Detail – Security General
SEXINC	x	Sex Crime – Incest	SROCAF		SRO Detail – Security Cafeteria
SEXIDS	x	Sex Crime – Invol. Deviant Sex Intercourse	SROPAR		SRO Detail – Security Parking Lot
SEXINE	x	Sex Crime – Indecent Exposure	SROSPR		SRO Detail – Instruct SRO Student Program
SEXOPL	x	Sex Crime – Open Lewdness	SROFPR		SRO Detail – Instruct SRO Faculty Program
SEXPRO	x	Sex Crime – Prostitution	SRODAR		SRO Detail – Instruct DARE Program
SEXSEA	x	Sex Crime – Sexual Assault	SROCRT		SRO Detail – Attend Court
SEXSSA	x	Sex Crime – Statutory Sexual Assault	SROMET		SRO Detail – Attend Meeting
SEXATT	x	Sex Crime – Rape (attempt)	SROTRG		SRO Detail – Attend Training
SEXRAP	x	Sex Crime – Rape	SROAST		SRO Detail – Assist Student
SEXVDS	x	Sex Crime – Vol. Deviant Sex Intercourse	SROATR		SRO Detail – Assist Teacher
SEXAIA	x	Sex Crime – Aggravated Indecent Assault	SROAAD		SRO Detail – Assist Administrator
			SROAPO		SRO Detail – Assist Juv. Prob. Officer
			SROANR		SRO Detail – Assist Nurse / EMS
			SROAOT		SRO Detail – Assist Other
SOLGEN	x	Solicitation Complaint – General	SROSTR		SRO Detail – Student Transport
SPDPAT		Special Detail – Patrol	SROSMS		SRO Detail – Student Missing / Search
SPDSEC		Special Detail – Security	SROSMN		SRO Detail – Student monitoring
SPDADM		Special Detail – Administrative	SROSUS		SRO Detail – Suspicious Incident / person
SPDPRL		Special Detail – Public Relations	SROK9S		SRO Detail – K-9 Drug Search
SPDDIR		Special Detail – Direct Traffic	SRODRL		SRO Detail – School Safety Drill
SPDMCI		Special Detail – Motor Carrier Inspection	SROOTH		SRO Detail – Other / Miscellaneous
SPDCE		Special Detail – Code Enforcement			
SPDCSI		Special Detail – Child Seat Inspection			
SPDK9T		Special Detail – K-9 Training			
SPDRDC		Special Detail – Roving DUI Checkpoint			
SPDSDC		Special Detail – Stationary DUI Checkpoint			
SPDOTH		Special Detail – Other / Misc.			
SUCATT		Suicide – Attempt			
SUCOVR		Suicide – Overdose			
SUCFRM		Suicide – Firearm			
SUCOTH		Suicide – Other			

DEER LAKES SD SRO USER CODES

SROSEC		SRO Detail – Security General
SROCAF		SRO Detail – Security Cafeteria
SROPAR		SRO Detail – Security Parking Lot
SROSPR		SRO Detail – Instruct SRO Student Program
SROFPR		SRO Detail – Instruct SRO Faculty Program
SRODAR		SRO Detail – Instruct DARE Program
SROCRT		SRO Detail – Attend Court
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SROAST		SRO Detail – Assist Student
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SROAPO		SRO Detail – Assist Juv. Prob. Officer
SROANR		SRO Detail – Assist Nurse / EMS
SROAOT		SRO Detail – Assist Other
SROSTR		SRO Detail – Student Transport
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SROSUS		SRO Detail – Suspicious Incident / person
SROK9S		SRO Detail – K-9 Drug Search
SRODRL		SRO Detail – School Safety Drill
SROOTH		SRO Detail – Other / Miscellaneous



PUBLIC WORKS FOREMAN'S REPORT

ATTACHED IS THE PUBLIC WORKS FOREMAN'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE PUBLIC WORKS FOREMAN'S REPORT?

2020
MONTHLY REPORT FOR MAY
PUBLIC WORKS DEPARTMENT

ROADS

- 250' base repair on Donaldson.
- Install 40' of 18" pipe on Donaldson.
- Install 800' of 12" pipe on Glasgow.
- Install 7 catch basins on Glasgow.
- Install of 60' of 15" pipe on Glasgow.
- Patched holes.

TRUCKS & EQUIPMENT

- Remove salt spreader from spare truck.
- Fix tailgate light.
- Repair Hustler mower.
- Grease and wash trucks.
- Maintenance on Hustler mowers and weed eaters.

MISCELLANEOUS

- Push up reclaim from Shields Paving.
- Pick up concrete blocks from thrower for storage.
- Fix fence around dumpster at Nick Site.
- Haul equipment from Donaldson to Glasgow.
- Replace stop sign.
- Clean up fallen trees on Monier.
- Clean up trash around dumpsters at Bairdford Park.
- Clean picnic table at Municipal Building.
- Cement and mortar catch basins at Kaufman & Glasgow.
- Clean up caution tape at playgrounds.
- Install signs on 910, West Starz & Rickenbach.
- Haul old concrete pipe to Independence Excavating.
- Pick up new garbage cans for Bairdford Park.
- Clean various catch basins.
- Cut grass at Bairdford Park.
- Cut grass at Municipal Building.
- Mowed the sides of the roads.
- Pick up Veterans Banners

PA1 Calls

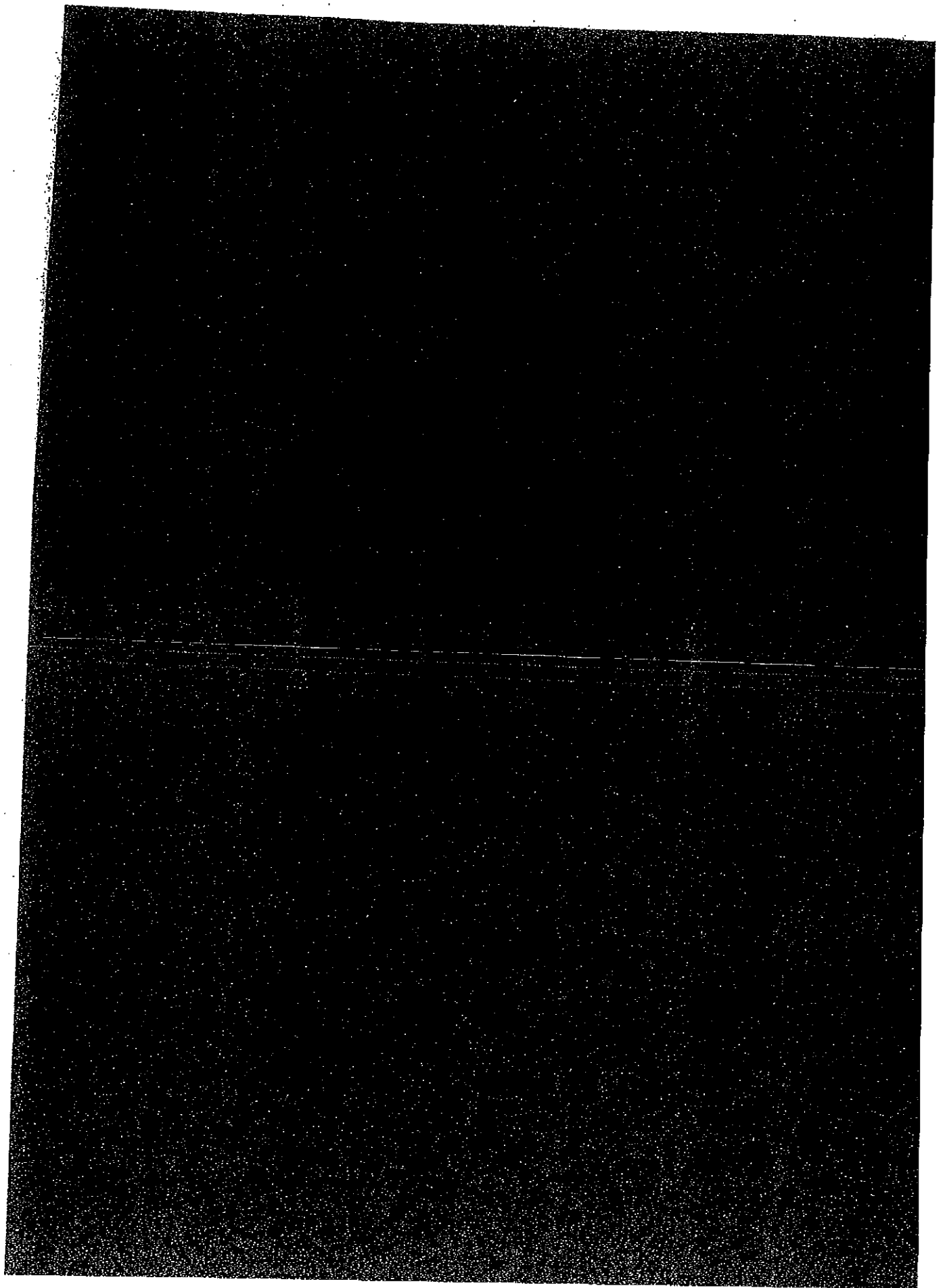
87

OT

3 hrs


Kevin Olar

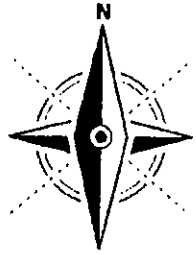
6-9-2020
Date



ENGINEER'S REPORT

ATTACHED IS THE ENGINEER'S REPORT SUBMITTED BY SHOUP
ENGINEERING, INC.

ARE THERE ANY QUESTIONS REGARDING THE ENGINEER'S
REPORT?



SHOUP ENGINEERING

FOR OVER 50 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

MAY 2020 ENGINEER'S REPORT
WEST DEER TOWNSHIP
Prepared June 11, 2020

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

- Board of Supervisors Meeting - May 20, 2020

2. DEVELOPMENTS/PROJECTS

Shoup Engineering has provided input into the following developments/projects:

- **2020 Road Improvement Project** - Bids for the various road improvement projects were opened on March 17, 2020. The hot mix asphalt paving contract was awarded to Shields Asphalt Paving and the seal coating contract was awarded to Youngblood Paving. Shields Asphalt completed work on the hot mix asphalt contract. Youngblood Paving will be performing the seal coating work later this summer.

Nike Park Project - DCNR Grant

- **Pavilions** - Jeffrey Associates has completed the concrete slabs and walkways, and installation of the pavilions should be completed within a few weeks.

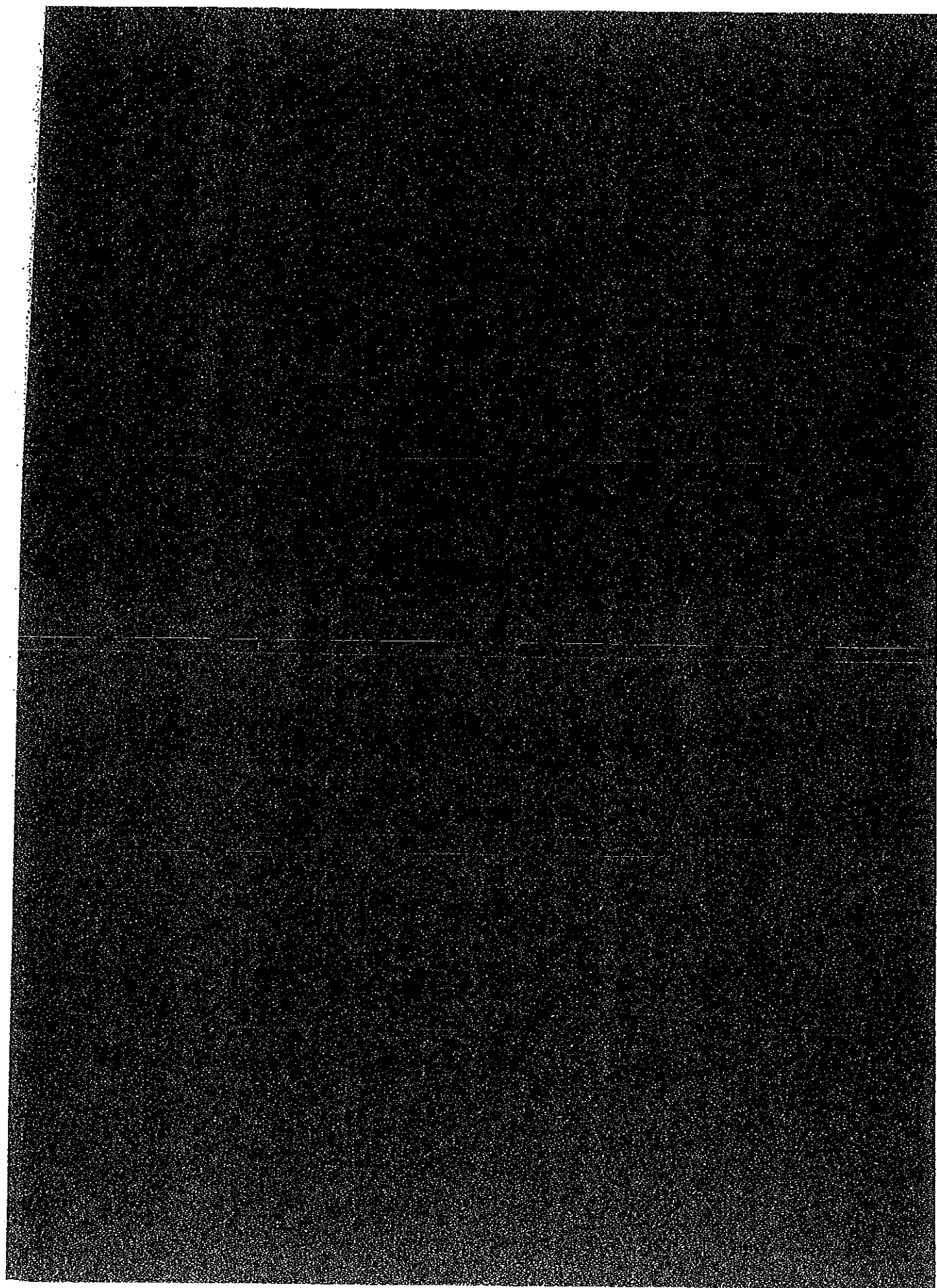
Development/Subdivision Reviews: The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:

- **Leto and Dionysus Well Pads** - Multiple reviews of Land Development Plan(s) have been performed on these gas well developments which are scheduled for additional review by the Planning Commission as conditions permit.

Respectfully Submitted,

SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer



BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER'S REPORT

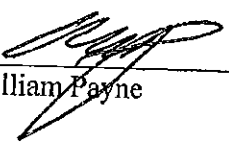
ATTACHED IS THE BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

Code Enforcement

May 31, 2020

1. Issued 10 Occupancy Permits
2. Issued 28 Building Permits
3. Performed 95 site inspections
4. Planning commission meeting was canceled due to Covid-19 but we will be meeting on 6-25-20.
5. No Zoning Hearing Board meeting was held but we will be meeting for a side yard variance on 6-18-20.
6. Initiated 23 complaint investigations.
7. Issued 19 Notices of violations.
8. Issued 4 criminal complaints for dog law violations.
9. Request for zoning change was received by the Zoning department which will be discussed later in the meeting.
10. Request for conditional use hearing was received by the Zoning Department which will be discussed later in the meeting.



William Payne

**West Deer Township
Occupancy Permit Report
May 2020**

Permit Date	Permit Number	Lot Block	Applicant Name	Street Address	Use	New Construction
05/18/2020	O20-067	1669-S-090	JOHN HESS	120 OAKWOOD CIR	Single Family Home	No
05/18/2020	O20-068	1508-E-244	MATTHEW C. BARTOLOZZI	4030 CRESTWOOD DR	Single Family Home	No
05/19/2020	O20-069	1511-J-222	MICHAEL NEUGEBAUER	133 REAGHARD DR	Single Family Home	No
05/22/2020	O20-070	1666-R-100-25C	HUNT CLUB AT GRANDVIEW CONDO ASSOCIATION	396 SADDLEBROOK RD	Quad	Yes
05/22/2020	O20-071	1666-R-100-25D	HUNT CLUB AT GRANDVIEW CONDO ASSOCIATION	400 SADDLEBROOK RD	Single Family Home	Yes
05/26/2020	O20-072	1214-E-015	DENNIS TOY	3547 CEDAR RIDGE RD	Single Family Home	No
05/26/2020	O20-073	2192-N-154	FRANK A MYERS	128 DONALDSON RD	Single Family Home	No
05/26/2020	O20-074	1507-D-248	ANTHONY NAPOLITANO	72 MCINTYRE RD	Single Family Home	No
05/27/2020	O20-075	1214-E-329	RICHLAND HOLDINGS LLC	107 LEX LANE	Duplex/Carriage House	Yes
05/29/2020	O20-076	2010-F-284	Eric Mockenhaupt (COPAM Properties)	45-58 Hampshire Lane	Apartment	Yes

**West Deer Township
Occupancy Permit Report
May 2020**

Total Fees Collected by Month	
May-	\$200
Total Fees Collected	
Grand Total - \$200	

**West Deer Township
Building Permit Report
May 2020**

Permit Date	Permit Number	Type	Owner	Address	Parcel ID	Construction Cost	Fees Collected
05/04/2020	P20-038	Shed	KEVIN & MARYANN KEHRER	4793 BAYFIELD RD	1079-B-334	\$4,500.00	\$40.00
05/04/2020	P20-039	Fence	DOUGLAS & LINDSEY LIVINGSTON	307 POPLAR ST	2013-N-152	\$2,000.00	\$25.00
05/05/2020	P20-040	Shed	Donald & Lynn Anne KENDRICK	4805 WOODLAKE DR	1213-M-126	\$6,000.00	\$45.00
05/06/2020	P20-041	Porch with Roof	STEVEN STENGER	126 RACCOON WAY	1357-B-359	\$18,100.00	\$110.00
05/06/2020	P20-042	Fence	DIANE CLAUS	685 BAIRD FORD RD	1511-B-253	\$2,977.00	\$30.00
05/07/2020	P20-043	Above Ground Pool	JOSEPH MEADOWS	183 TARENTUM CULMERVILLE	1839-F-327	\$1,085.00	\$44.00
05/07/2020	P20-044	Deck	RAFAEL & ANGELA CARAZA	33 Center Street	1668-M-174	\$2,667.00	\$30.00
05/07/2020	P20-045	Accessory Structure	Sandra Koski	1161 EISENHOWER DR	1218-M-173	\$2,000.00	\$25.00
05/11/2020	P20-046	Deck	GREGORY PATTERSON/ MARIA LABRAKOPOULOS	3414 WOODLAKE CT	1214-J-384	\$6,500.00	\$50.00
05/11/2020	P20-047	In Ground Pool	JONATHAN & JENNIFER MAJERNIK	506 SHADOW CT	1667-N-53	\$17,566.23	\$64.00
05/13/2020	P20-048	Deck	NATHAN GREALISH	4721 WOODLAKE DR	1213-M-144	\$3,600.00	\$35.00

**West Deer Township
Building Permit Report
May 2020**

05/13/2020	P20-049	Deck	GARY FIARETTI	490 BAIRD FORD RD	1669-F-046	\$5,000.00	\$40.00
05/13/2020	P20-050	Fence	Craig Smiley and Amanda Lynn McClintock	27 KAUFMAN RD	1669-A-385	\$1,000.00	\$20.00
05/13/2020	P20-051	Fence	PAULA LEE	215 POLLOCK ST	1838-P-31	\$1,236.00	\$25.00
05/18/2020	P20-052	Shed	CHRIS W STONER	4836 SPRING VALLEY DR	1213-H-309	\$3,543.00	\$35.00
05/19/2020	P20-053	Above Ground Pool	ROSLYN AND DAVE BOULOS	3428 E STAG DR	1356-D-251	\$44.00	\$44.00
05/19/2020	P20-054	Garage	JOSEPH THORNE	44 EMBER LANE	1671-C-294	\$	\$70.00
05/22/2020	P20-055	Deck	DAVID A & EILEEN MCCALL	16 DEER PARK DR	1361-J-298	\$800.00	\$20.00
05/22/2020	P20-056	Above Ground Pool	WILLIAM J. & PATTY A. NIEDERST	114 SQUIRREL HOLLOW RD	1357-E-186	\$350.00	\$44.00
05/26/2020	P20-057	Above Ground Pool	JERRY TRILIVAS & ANGELA HOOP	1442 SANDSTONE CT	1670-K-67	\$7,000.00	\$44.00
05/26/2020	P20-058	Accessory Structure	BRANDON J. WILLIAMS	1046 BATAAN DR	1218-M-52	\$1,500.00	\$25.00
05/26/2020	P20-059	Above Ground Pool	LAMPASI ROCCO & NATALIE BALL	2082 SAXONBURG BLVD	1511-E-263	\$13,530.00	\$44.00

**West Deer Township
Building Permit Report
May 2020**

05/27/2020	P20-060	Demolition	JASON GILCH	18 SHEPHARD RD	1834-S-365	\$	\$40.00
05/27/2020	P20-061	Shed	ALYSON GRUBBS & GLENN PALMER	4809 BAYFIELD RD	1214-P-148	\$3,700.00	\$35.00
05/28/2020	P20-062	Garage	KAREN TAHON	19 Fawn Street	1513-A-323	\$3,700.00	\$35.00
05/29/2020	P20-063	Above Ground Pool	KEVIN ORRIS	1253-1255 PATTON DR	1218-M-299	\$449.00	\$44.00
05/29/2020	P20-064	In Ground Pool	AUSTIN YOUNG	26 PARK DR	1511-N-29	\$40,000.00	\$64.00
05/29/2020	P20-065	Above Ground Pool	ERIC & KATHLEEN KATSUR WEIDENHOFF	3427 E STAG DR	1507-S-165	\$1,376.00	\$44.00
Totals: 28						\$150,223.23	\$1,171.00

Permit Type	Count	Construction Cost	Fee Total
Above Ground Pool	7	\$23,834.00	\$308.00
Accessory Structure	2	\$3,500.00	\$50.00
Deck	5	\$18,567.00	\$175.00
Demolition	1	\$	\$40.00
Fence	4	\$7,213.00	\$100.00
Garage	2	\$3,700.00	\$105.00
In Ground Pool	2	\$57,566.23	\$128.00
Porch with Roof	1	\$18,100.00	\$110.00

West Deer Township
Building Permit Report
May 2020

Shed	4	\$17,743.00	\$155.00
Permit Status			
Issued	28	\$150,223.23	\$1,171.00
		Construction Cost	Fee Total

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Inspection Report
From 05/01/2020 To 05/31/2020

Date	Complaint	Address	Address	Address	Status	Inspector
5/1/2020	Complaint Follow Up	PO BOX 501, RUSSELLTON, PA, 15076	889 LITTLE DEER CREEK VALLEY RD	1361-S-19	Failed	William Payne
5/1/2020	Fireblocking	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	338 SADDLEBROOK RD.	1666-R- 100-18D	Passed	William Payne
5/1/2020	Insulation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	338 SADDLEBROOK RD.	1666-R- 100-18D	Passed	William Payne
5/4/2020	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	340 SADDLEBROOK RD.	1666-R- 100-18A	Passed	William Payne
5/4/2020	Floodplain	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	340 SADDLEBROOK RD.	1666-R- 100-18A	Passed	William Payne
5/4/2020	Framing	3502 VALLEYFIELD DR, ALLISON PARK, PA, 15101	3502 VALLEYFIELD DR	1214-J-217	Passed	William Payne
5/4/2020	Complaint Follow Up	4673 GIBSONIA RD, ALLISON PARK, PA, 15101	4673 GIBSONIA RD	1215-C-301	Passed	William Payne
5/4/2020	Fireblocking	1426 PITTSBURGH ST., VALENCIA, PA, 16059	3538 CEDAR RIDGE RD.	1214-E-307	Passed	William Payne
5/4/2020	Insulation	1426 PITTSBURGH ST., VALENCIA, PA, 16059	3538 CEDAR RIDGE RD.	1214-E-307	Passed	William Payne
5/4/2020	Complaint Follow Up	500 JEFFERSON LANE, PITTSBURGH, PA, 15238	10 GRUBBS RD	1359-D-201	Failed	William Payne
5/4/2020	Complaint Follow Up	181 MC INTYRE RD, GIBSONIA, PA, 15044	181 MCINTYRE RD	1667-K-329	Completed	William Payne
5/4/2020	Complaint Follow Up	13 CAITLIN DR, GIBSONIA, PA, 15044	13 CAITLIN DR	1358-K-323	Completed	William Payne
5/4/2020	Complaint Follow Up	166 SHEPARD RD, GIBSONIA, PA, 15044	166 SHEPARD RD	1834-F-023	Completed	William Payne
5/5/2020	Footer	4364 BAKERSTOWN, GIBSONIA, PA, 15044	4364 BAKERSTOWN	2010-A-010	Passed	William Payne
5/5/2020	Complaint Follow Up	30 ASHLEY RD, GIBSONIA, PA, 15044	0 BENJAMIN ST	1671-B-262	Completed	William Payne
5/5/2020	Complaint Follow Up	1001 MACARTHUR DR, RUSSELLTON, PA, 15076	4 6TH WAY	1219-N-353	Passed	William Payne
5/6/2020	Occupancy Inspection	128 DONALDSON RD, GIBSONIA, PA, 15044	128 DONALDSON RD	2192-N-154	Passed	William Payne
5/6/2020	Complaint Follow Up	1006 MacARTHUR DR., RUSSELLTON, PA, 15076	1006 MACARTHUR DR	1219-N-336	Failed	William Payne
5/6/2020	Final	126 RACCOON WAY, GIBSONIA, PA, 15044	126 RACCOON WAY	1357-B-359	Open	

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Inspection Date	Inspection Type	Inspector	Address (Home)	Address (Business)	Permit Number	Status	Inspector
5/6/2020	Framing		126 RACCOON WAY, GIBSONIA, PA, 15044	126 RACCOON WAY	1357-B-359	Open	
5/6/2020	Occupancy Inspection		128 DONALDSON RD, GIBSONIA, PA, 15044	128 DONALDSON RD	2192-N-154	Passed	William Payne
5/6/2020	Framing		398 SADDLEBROOK RD, GIBSONIA, PA, 15044	398 SADDLEBROOK RD	1666-R-100-25B	Passed	William Payne
5/6/2020	Drywall		800 S. WASHINGTON ST., EVANS CITY, PA, 16033	338 SADDLEBROOK RD.	1666-R-100-18D	Passed	William Payne
5/6/2020	Framing		129 TRUMP RD, CHESWICK, PA, 15024	129 TRUMP RD	1360-J-288	Passed	William Payne
5/7/2020	Complaint Follow Up		1006 MacARTHUR DR., RUSSELLTON, PA, 15076	1006 MACARTHUR DR	1219-N-336	Failed	William Payne
5/7/2020	Complaint Follow Up		3534 HUNTERTOWN RD, ALLISON PARK, PA, 15101	3534 HUNTERTOWN RD	1214-F-113	Cancelled	William Payne
5/8/2020	Complaint Follow Up		4359 GIBSONIA RD, GIBSONIA, PA, 15044	4359 GIBSONIA RD	1507-M-185	Completed	William Payne
5/8/2020	Fireblocking		1426 Pittsburgh Rd., Valencia, PA, 16059	3540 CEDAR RIDGE RD.	1214-E-309	Passed	William Payne
5/8/2020	Insulation		1426 Pittsburgh Rd., Valencia, PA, 16059	3540 CEDAR RIDGE RD.	1214-E-309	Passed	William Payne
5/8/2020	Framing		1426 Pittsburgh Rd., Valencia, PA, 16059	3540 CEDAR RIDGE RD.	1214-E-309	Passed	William Payne
5/11/2020	Complaint Follow Up		573-575 BENJAMIN ST., TARENTUM, PA, 15084	573-575 BENJAMIN ST	1671-G-388	Passed	William Payne
5/11/2020	Fireblocking		4201 COHASSET LN, ALLISON PARK, PA, 15101	968 COPPER CREEK TRAIL	1667-N-70-B	Passed	William Payne
5/11/2020	Insulation		4201 COHASSET LN, ALLISON PARK, PA, 15101	968 COPPER CREEK TRAIL	1667-N-70-B	Passed	William Payne
5/11/2020	Framing		4201 COHASSET LN, ALLISON PARK, PA, 15101	968 COPPER CREEK TRAIL	1667-N-70-B	Passed	William Payne
5/11/2020	Fireblocking		4201 COHASSET LN, ALLISON PARK, PA, 15101	966 COPPER CREEK TRAIL	1667-N-70-A	Passed	William Payne
5/11/2020	Insulation		4201 COHASSET LN, ALLISON PARK, PA, 15101	966 COPPER CREEK TRAIL	1667-N-70-A	Passed	William Payne
5/11/2020	Framing		4201 COHASSET LN, ALLISON PARK, PA, 15101	966 COPPER CREEK TRAIL	1667-N-70-A	Passed	William Payne

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Inspection Date	Inspection Type	Owner Name	Parcel Owner Address	Local Address	Permit	Status	Inspector
5/11/2020	Fireblocking		800 S. WASHINGTON ST., EVANS CITY, PA, 16033	340 SADDLEBROOK RD.	1666-R-100-18A	Passed	William Payne
5/11/2020	Insulation		800 S. WASHINGTON ST., EVANS CITY, PA, 16033	340 SADDLEBROOK RD.	1666-R-100-18A	Passed	William Payne
5/11/2020	Complaint Follow Up		166 SHEPARD RD, GIBSONIA, PA, 15044	166 SHEPARD RD	1834-F-023	Passed	William Payne
5/12/2020	Complaint Follow Up		4383 GIBSONIA, Gibsonia, PA, 15044	4383 Gibsonia Road	1508-P-126	Completed	William Payne
5/12/2020	Complaint Follow Up		4802 GIBSONIA RD., ALLISON PARK, PA, 15101	4802 GIBSONIA RD	1215-R-148	Completed	William Payne
5/13/2020	Occupancy Inspection		133 REAGHARD DR, CHESWICK, PA, 15024	133 REAGHARD DR	1511-J-222	Passed	William Payne
5/13/2020	Occupancy Inspection		4030 CRESTWOOD DR, GIBSONIA, PA, 15044	4030 CRESTWOOD DR	1508-E-244	Passed	William Payne
5/13/2020	Footer		490 BAIRDFORD RD, BAIRDFORD, PA, 15006	490 BAIRDFORD RD	1669-F-046	Passed	William Payne
5/13/2020	Complaint Follow Up		3420 E STAG DR, GIBSONIA, PA, 15044	3420 E STAG DR	1356-D-273	Failed	William Payne
5/13/2020	Occupancy Inspection		4030 CRESTWOOD DR, GIBSONIA, PA, 15044	4030 CRESTWOOD DR	1508-E-244	Passed	William Payne
5/13/2020	Occupancy Inspection		133 REAGHARD DR, CHESWICK, PA, 15024	133 REAGHARD DR	1511-J-222	Passed	William Payne
5/13/2020	Complaint Follow Up		PO BOX 222, CURTISVILLE, PA, 15032	577 BENJAMIN ST	1671-G-380	Cancelled	William Payne
5/13/2020	Complaint Follow Up		30 ASHLEY RD, GIBSONIA, PA, 15044	0 BENJAMIN ST	1671-B-262	Failed	William Payne
5/13/2020	Complaint Follow Up		PO BOX 222, CURTISVILLE, PA, 15032	577 BENJAMIN ST	1671-G-380	Completed	William Payne
5/13/2020	Fireblocking		398 SADDLEBROOK RD, GIBSONIA, PA, 15044	398 SADDLEBROOK RD	1666-R-100-25B	Passed	William Payne
5/13/2020	Insulation		398 SADDLEBROOK RD, GIBSONIA, PA, 15044	398 SADDLEBROOK RD	1666-R-100-25B	Passed	William Payne
5/14/2020	Complaint Follow Up		249 PINTAIL DR, GIBSONIA, PA, 15044	249 PINTAIL DR	1357-A-270	Completed	William Payne
5/14/2020	Occupancy Inspection		120 OAKWOOD CIR, GIBSONIA, PA, 15044	120 OAKWOOD CIR	1669-S-090	Passed	William Payne
5/14/2020	Occupancy Inspection		120 OAKWOOD CIR, GIBSONIA, PA, 15044	120 OAKWOOD CIR	1669-S-090	Passed	William Payne
5/15/2020	Complaint Follow Up		144 MARTIN RD, GIBSONIA, PA, 15044	144 MARTIN RD	1357-M-258	Completed	William Payne
5/15/2020	Complaint Follow Up		320 CHRISTY RD, TARENTUM, PA, 15084	320 CHRISTY RD	2195-G-63	Failed	William Payne

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Inspection Date	Inspection Item	Address	Legal Address	Permit No.	Status	Inspector
5/15/2020	Complaint Follow Up	5 Quigley Road, Cheswick, Pa, 15024	5 QUIGLEY RD	1359-H-220	Completed	William Payne
5/18/2020	Drywall	4201 COHASSET LN, ALLISON PARK, PA, 15101	968 COPPER CREEK TRAIL	1667-N-70-B	Passed	William Payne
5/18/2020	Complaint Follow Up	43 Quigley, Cheswick, PA, 15024	43 QUIGLEY RD	1359-H-149	Completed	William Payne
5/18/2020	Drywall	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	340 SADDLEBROOK RD.	1666-R-100-18A	Passed	William Payne
5/18/2020	Footer	126 RACCOON WAY, GIBSONIA, PA, 15044	126 RACCOON WAY	1357-B-359	Open	
5/18/2020	Complaint Follow Up	6021 MIDDLE RD, GIBSONIA, PA, 15044	6021 MIDDLE RD	1357-J-173	Passed	William Payne
5/18/2020	Occupancy Inspection	72 MCINTYRE RD, GIBSONIA, PA, 15044	72 MCINTYRE RD	1507-D-248	Passed	William Payne
5/18/2020	Complaint Follow Up	10 Tree Farm Ln, Allison Park, PA, 15101	40 MOUNTAINVIEW RD	1358-P-253	Completed	William Payne
5/18/2020	Complaint Follow Up	438 ALDER ST, TARENTUM, PA, 15084	438 ALDER ST	2012-S-102	Passed	William Payne
5/18/2020	Occupancy Inspection	72 MCINTYRE RD, GIBSONIA, PA, 15044	72 MCINTYRE RD	1507-D-248	Passed	William Payne
5/19/2020	Footer	3414 WOODLAKE CT, ALLISON PARK, PA, 15101	3414 WOODLAKE CT	1214-J-384	Passed	William Payne
5/19/2020	Footer	4721 WOODLAKE DR, ALLISON PARK, PA, 15101	4721 WOODLAKE DR	1213-M-144	Passed	William Payne
5/20/2020	Complaint Follow Up	1624 MIDDLE EXT RD, GIBSONIA, PA, 15044	1623 MIDDLE EXT RD	1508-L-1	Completed	William Payne
5/20/2020	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	334 SADDLEBROOK RD.	1666-R-100-18C	Passed	William Payne
5/25/2020	Complaint Follow Up	21 MCKRELL RD, RUSSELLTON, PA, 15076	21 MCKRELL RD	1512-S-280	Cancelled	William Payne
5/25/2020	Complaint Follow Up	20 HEMLOCK ST, BAIRD FORD, PA, 15006	20 HEMLOCK ST	1668-H-325	Completed	William Payne
5/26/2020	Fireblocking	4201 COHASSET LN, ALLISON PARK, PA, 15101	962 COPPER CREEK TRAIL	1508-A-82-A	Passed	William Payne
5/26/2020	Insulation	4201 COHASSET LN, ALLISON PARK, PA, 15101	962 COPPER CREEK TRAIL	1508-A-82-A	Passed	William Payne
5/26/2020	Fireblocking	4201 COHASSET LN, ALLISON PARK, PA, 15101	964 COPPER CREEK TRAIL	1508-A-82-B	Passed	William Payne

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Inspection Date	Inspection Type	Address	Property Address	Permit	Status	Inspector
5/26/2020	Insulation	4201 COHASSET LN, ALLISON PARK, PA, 15101	964 COPPER CREEK TRAIL	1508-A-82-B	Passed	William Payne
5/26/2020	Framing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	342 SADDLEBROOK RD	1666-R- 100-19C	Passed	William Payne
5/26/2020	Electrical/Plumbing	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	342 SADDLEBROOK RD	1666-R- 100-19C	Cancelled	William Payne
5/26/2020	Fireblocking	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	334 SADDLEBROOK RD.	1666-R- 100-18C	Passed	William Payne
5/26/2020	Insulation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	334 SADDLEBROOK RD.	1666-R- 100-18C	Passed	William Payne
5/27/2020	Drywall	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	334 SADDLEBROOK RD.	1666-R- 100-18C	Passed	William Payne
5/27/2020	Fireblocking	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	342 SADDLEBROOK RD	1666-R- 100-19C	Passed	William Payne
5/27/2020	Insulation	800 S. WASHINGTON ST., EVANS CITY, PA, 16033	342 SADDLEBROOK RD	1666-R- 100-19C	Passed	William Payne
5/27/2020	Complaint Follow Up	21 CHRISTONIA RD, GIBSONIA, PA, 15044	7 MOUNTAINVIEW RD	1358-K-348	Completed	William Payne
5/27/2020	Occupancy Inspection	3547 CEDAR RIDGE RD., ALLISON PARK, PA, 15101	3547 CEDAR RIDGE RD	1214-E-015	Passed	William Payne
5/27/2020	Occupancy Inspection	72 MCINTYRE RD, GIBSONIA, PA, 15044	72 MCINTYRE RD	1507-D-248	Passed	William Payne
5/27/2020	Occupancy Inspection	72 MCINTYRE RD, GIBSONIA, PA, 15044	72 MCINTYRE RD	1507-D-248	Passed	William Payne
5/27/2020	Occupancy Inspection	3547 CEDAR RIDGE RD., ALLISON PARK, PA, 15101	3547 CEDAR RIDGE RD	1214-E-015	Passed	William Payne
5/28/2020	Complaint Follow Up	465 BAIRDFORD RD, BAIRDFORD, PA, 15006	104 PINE ST	1361-S-382	Passed	William Payne
5/28/2020	Complaint Follow Up	4723 VALLEYFIELD DR, ALLISON PARK, PA, 15101	4723 VALLEYFIELD DR	1214-P-353	Completed	William Payne
5/28/2020	Complaint Follow Up	4514 DAWN RD, GIBSONIA, PA, 15044	4514 DAWN RD	1507-H-233	Open	William Payne
5/28/2020	Complaint Follow Up	4697 RTE 910, ALLISON PARK, PA, 15101	4697 Gibsonia Road	1215-G-247	Open	William Payne
5/28/2020	Complaint Follow Up	4512 DAWN RD, GIBSONIA, PA, 15044	4512 DAWN RD	1507-H-239	Open	William Payne
5/28/2020	Complaint Follow Up	4216 HAVENCREST DR, GIBSONIA, PA, 15044	4216 HAVENCREST DR	1507-M-371	Failed	William Payne
5/29/2020	Complaint Follow Up	13 CAITLIN DR, GIBSONIA, PA, 15044	13 CAITLIN DR	1358-K-323	Completed	William Payne

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Investigation Date	Inspection Type	Parcel ID	Parcel Owner Name	Legal Address	Parcel ID	Status	Inspector
5/29/2020	Complaint Follow Up		144 MARTIN RD, GIBSONIA, PA, 15044	144 MARTIN RD	1357-M-258	Completed	William Payne
5/29/2020	Occupancy Inspection		223 EAST UNION RD, CHESWICK, PA, 15024	223 EAST UNION RD	1360-H-32	Open	William Payne
5/29/2020	Occupancy Inspection		223 EAST UNION RD, CHESWICK, PA, 15024	223 EAST UNION RD	1360-H-32	Open	William Payne

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Count by Type

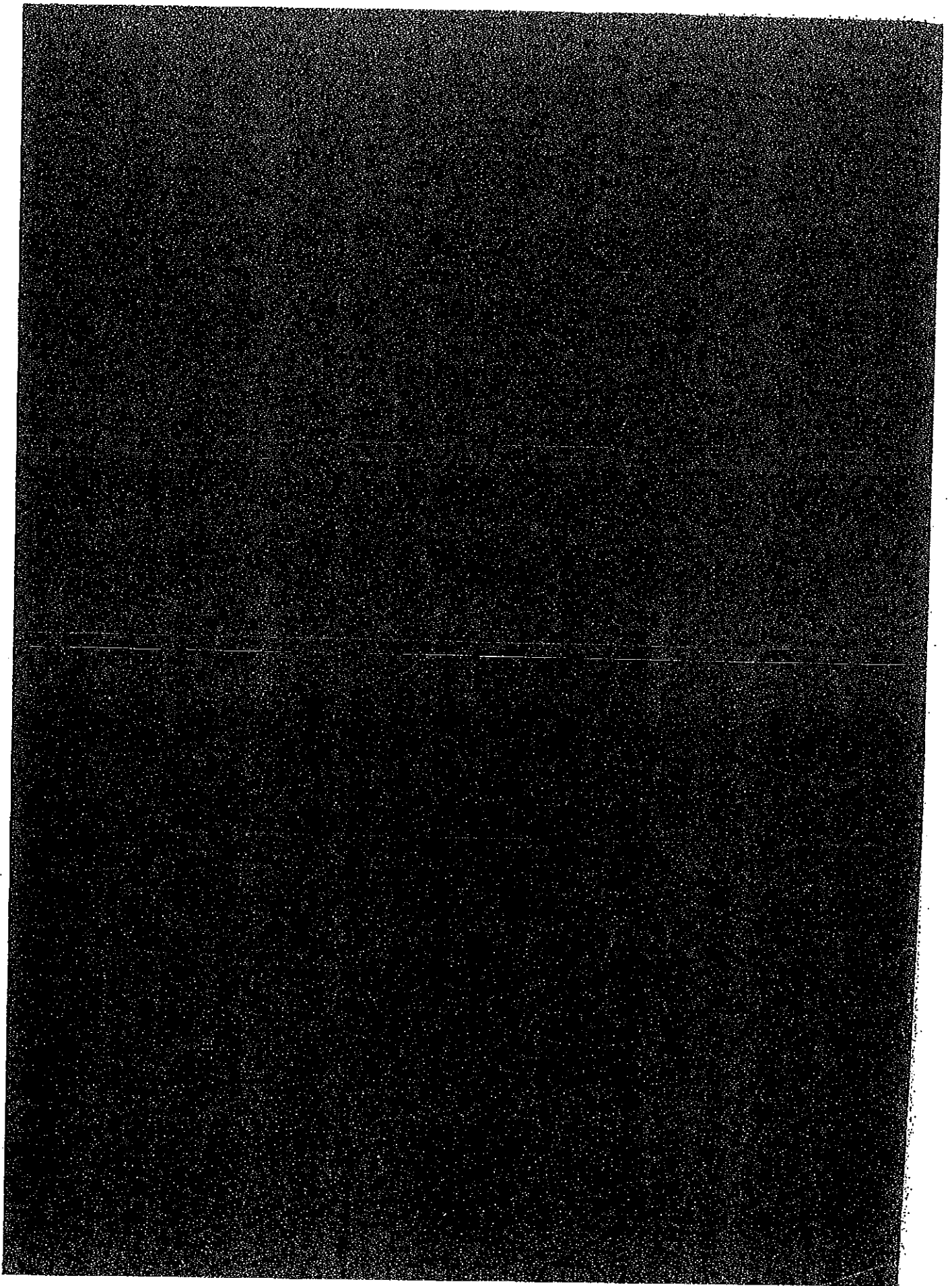
Complaint Follow Up	43
Drywall	4
Electrical/Plumbing	1
Final	1
Fireblocking	11
Floodplain	1
Footer	5
Framing	10
Insulation	11
Occupancy Inspection	8
Total	95

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Count by Status

Count by Status	
Cancelled	4
Completed	21
Failed	8
Open	8
Passed	54
Total	95



ADOPTION: ORDINANCE NO. 434 (NOISE ORDINANCE)

ORDINANCE NO. 434

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WEST DEER TO ADD A NEW CHAPTER 114 ENTITLED "NOISE CONTROL" WHICH SHALL: REGULATE AND CONTROL LOUD AND OFFENSIVE SOUND AND NOISE WITHIN THE TOWNSHIP; DEFINE RELEVANT TERMS; SET FORTH PROHIBITED ACTS; ESTABLISH SOUND LEVEL LIMITATIONS; SET FORTH EXEMPTIONS; ESTABLISH PROCEDURES FOR REPORTING VIOLATIONS; AND ESTABLISH ENFORCEMENT PROCEDURES, VIOLATIONS AND PENALTIES

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ADOPT ORDINANCE NO. 434 AS ADVERTISED AND PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. FORBES	—	—	—	—
MR. KARPUZI	—	—	—	—

ORDINANCE NO. 434

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WEST DEER TO ADD A NEW CHAPTER 114 ENTITLED "NOISE CONTROL" WHICH SHALL: REGULATE AND CONTROL LOUD AND OFFENSIVE SOUND AND NOISE WITHIN THE TOWNSHIP; DEFINE RELEVANT TERMS; SET FORTH PROHIBITED ACTS; ESTABLISH SOUND LEVEL LIMITATIONS; SET FORTH EXEMPTIONS; ESTABLISH PROCEDURES FOR REPORTING VIOLATIONS; AND ESTABLISH ENFORCEMENT PROCEDURES, VIOLATIONS AND PENALTIES

WHEREAS, the Board of Supervisors of the Township of West Deer ("Board of Supervisors") finds that it will promote the health, safety and public welfare of the citizens of the Township of West Deer ("Township") if enforceable standards are provided to prevent loud, excessive or unreasonable noise in the Township; and

WHEREAS, the Board of Supervisors seeks to regulate and limit unlawful noises to ensure that the residents of the Town may peacefully enjoy the properties that they occupy; and

WHEREAS, the Board of Supervisors also recognize the need to support local businesses that may provide various types of live and recorded amplified music and other entertainment for the benefit of their customers; and

WHEREAS, the Board of Supervisors desires to protect the public from the adverse impacts of certain noise by designating certain activities that constitute noise disturbances as unlawful in the Township; and

WHEREAS, the Board of Supervisors desires to set forth limitations on the noise levels permitted within the Township and to provide for certain exceptions to those limitations; and

WHEREAS, the Board of Supervisors has determined that the following time, place and manner regulation of noise disturbances and noise levels will promote and protect the health, safety and general welfare of the Township and its citizens.

NOW THEREFORE, THE TOWNSHIP OF WEST DEER HEREBY ORDAINS, by and through its Board of Supervisors, as follows:

Section 1. A new Chapter 114 entitled "Noise Control" shall be added to the Code of the Township of West Deer, stating as follows:

§114-1. Title. This chapter shall be known and cited as the "Noise Control Ordinance" of West Deer Township, Allegheny County, Pennsylvania,

§114-2. Purpose. The purpose of this chapter is to establish an effective means of regulating and controlling loud and offensive sound and noise within the Township to:

- A. Promote the health, safety and general welfare for residents and visitors; and
- B. Protect the interest of local businesses while providing reasonable regulations.

§114-3. Definitions. As used in this Chapter, the following terms shall have the meanings indicated:

A-WEIGHTED DECIBEL (dB(A)). The symbol designation of a noise level, reported in decibels, using the A-weighted network of a sound level meter, as defined by ANSI S1.4, Specification for Sound Level Meters.

ALL TERRAIN VEHICLE (ATV). Any motorized off-road recreational vehicle capable of cross-country travel on land, snow, ice, marsh, swampland or other natural terrain, including but not limited to a multi-track, multi-wheel or low pressure tire vehicle or related 2-wheel, 3-wheel, 4-wheel or belt driven vehicle, or an amphibious machine. The definition of ATV excludes golf carts, construction machines, utility vehicles used for business operations, agriculture, yard work, landscaping, snow removal or otherwise being used in the reasonable maintenance of a person's private property, or motorized vehicles being used for law enforcement, fire, emergency, military or other authorized governmental purposes.

DIRT BIKE. A small motorcycle designed and built with special tires and suspension for riding on unpaved roads and over rough terrain.

DECIBEL (dB). A unit for measuring the sound pressure level at a specific location

IMPULSIVE SOUND. A sound having a duration of less than one second with rapid onset and decay rates.

LEQ(H). The steady-state, equivalent noise level over a given one-hour period of time that would have the same acoustical energy as the actual varying noise level over that same time period.

NOISE. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

NOISE DISTURBANCE. Any sound at or exceeding any or all of the sound level limitation noise criteria identified in this chapter and/or any specific acts constituting a noise disturbance identified in this chapter or any other sound that:

- A. Endangers or injures the safety of health or humans or animals;
- B. Annoys or disturbs a reasonable person of normal sensitivities; or
- C. Endangers or injures personal or real property.

PERSON. Any individual, association, partnership or corporation, and includes any officer, employee, department, agency or instrumentality of a state or any political subdivision of a state. "Person" includes the owner or operator of the noise disturbance source; the owner, tenant or manager of real property from which the noise disturbance emanates; and any other individual responsible for producing the noise disturbance or allowing such disturbance to occur.

PUBLIC RIGHT-OF-WAY. Any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

PUBLIC SPACE. Any real property or structures thereon which are owned or controlled by a governmental entity.

PURE TONE. Any sound which can be heard as a single pitch or a string of single pitches.

REAL PROPERTY. All land, whether publicly or privately owned, whether improved or not improved, with or without structures, exclusive of any areas to public right-of-way.

REAL PROPERTY BOUNDARY. Either:

- A. The imaginary line, including its vertical extension, that separates one parcel of real property from another;
- B. The vertical and horizontal boundaries of a dwelling unit that is one in a multi-dwelling unit building; or
- C. The vertical and horizontal boundaries of a dwelling unit or commercial unit of a mixed residential-business use building.

SOUND. An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.

SOUND LEVEL. The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C, as specified in American National Standards Institute specifications for sound level meters (ANSI

S1.4-1971, or the latest revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

SOUND LEVEL METER. An instrument used to measure sound level and which conforms to Type 1 or Type 2 standards as specified in ANSI specification S1.4-1971.

ZONING CLASSIFICATIONS. Those which have been enacted by the Board of Supervisors of the Township of West Deer in Chapters 210 and 212 of the Code of the Township of West Deer, as many be amended from time to time.

§114-4. Specific Acts Constituting a Noise Disturbance.

- A. No person shall create a Noise Disturbance in the Township. The term Noise Disturbance specifically includes, but is not limited to, the following acts:
1. The unnecessary and repeated sounding of the horn of any vehicle or the use of any loud signaling device thereon except an emergency vehicle or a vehicle on emergency business.
 2. Noise or sounds that are substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.
 3. Noise or sounds that is perceived by a person of ordinary and reasonable sensibilities as interrupting the normal peace and calm of an area or neighborhood, particularly during the hours of 10:00 p.m. and 8:00 a.m.
 4. Dogs or any other constrained animals that, by frequent or habitual howling, yelping, barking or otherwise, cause loud noises and produce seriously annoying disturbance to any person or to the neighborhood for a period of 10 minutes continuously and unnecessarily, or intermittently for a period of 30 minutes or more.
 5. Operating any audio amplification or reproduction device, including but not limited to an oversized hand-carried radio, cassette, compact disc player, or one that is installed in or audio powered by a vehicle, on a Township street or sidewalk, in a Township park, on a public conveyance, or in any other public property which generates noise that is audible to an officer standing in excess of 100 feet away from the source of the noise or otherwise constitutes a Noise Disturbance. The subsection shall not apply to audio amplification devices used for approved activity exempted in Section 114-5.
 6. Performing any construction operation, or operating or permitting the operation of any tools or equipment used in construction, drilling, demolition,

excavating, or other such activities between the hours of 10:00 p.m. and 8:00 a.m.

7. Yelling, shouting, or other audible disturbances in or on the public streets or sidewalks so as to annoy or disturb the quiet, comfort or repose of a person or persons in the vicinity or within any nursing home, personal care center, residential dwelling, or retail space.
8. The creation of noise on any street or area adjacent to any school, institution of learning, religious institution or court, while the same are in session, which unreasonably interferes with the workings of sessions therein, or the making of any noise that disturbs or annoys the quiet, comfort or repose of those within such places or buildings.
9. Commercial trash and/or recycling pick-up before 6:00 a.m.
10. Discharging fireworks after 9:00 p.m., except that on July 4 of each year, fireworks may be discharged until 11:00 p.m.
11. Repairing, rebuilding, modifying, testing or operating a motor vehicle, motorcycle, or other recreational vehicle, including ATVs and/or dirt bikes in such a manner as to cause annoyance or disturbance to persons across a real property boundary from the noise source.
12. Violation of the following regulations applicable to Dirt Bikes and ATVs:
 - a. No person shall operate an ATV or dirt bike without an effective and suitable muffling device on its engine which efficiently deadens or muffles the noise of the exhaust.
 - b. Operation of ATVs and dirt bikes may only be on private lots from 10:00 a.m. to Dusk and the riding area shall not be located closer than 100 feet from any property line.
 - c. Operation of ATVs and dirt bikes will be limited to a one hour (1) session with a three (3) hour rest before the next operation of the vehicle.
 - d. None of the terms or prohibitions hereof shall apply to or be enforced against any vehicle used by the Township or any other governmental body in conducting official business
13. Any other noise not enumerated above that is a Noise Disturbance as defined herein.

§114-5. Sound Level Limitations. The following is a three-tiered sound level limitation noise criteria to be followed when evaluating noise levels within the Township:

- A. Maximum Allowable Noise Increase. No person shall allow, cause, transmit, or propose the operation of any sound source on a particular property, zoning district, public right-of-way, or public space in such a manner as to create a sound level that exceeds average hourly equivalent A-weighted [Leq(h)] background sound levels by 10 dBA or greater during daytime (8:00 a.m. until 10:00 p.m.) hours and by five dBA or greater during nighttime (10:00 p.m. until 8:00 a.m.) hours, when measured at or within the Real Property Boundary of the receiving property. Such a sound level increase would constitute a noise disturbance and a violation of this chapter.
- B. Maximum Permissible Sound Levels. In addition to the restrictions set forth above, Sound Levels emanating from activities on public or private property at the Real Property Boundary, including, but not limited to sounds produced by any audio amplification system or device, shall not exceed the Sound Level set forth in the following table. Sound levels at or above those shown in the table constitute a noise disturbance and a violation of this chapter.

Zoning Classification	Time	Maximum Sound Level
R, R-1, R-2, R-3, R-4, C-1, SU or V	<u>Daytime</u> 8:00 a.m. to 10:00 p.m.	65 dBA
	<u>Nighttime</u> 10:00 p.m. to 8:00 a.m.	50 dBA
C-2, I, or BTP	<u>Daytime</u> 8:00 a.m. to 10:00 p.m.	100 dBA
	<u>Nighttime</u> 10:00 p.m. to 8:00 a.m.	60 dBA

- C. Impulsive sounds. Impulsive sounds are sounds that last for short durations, (usually less than one second), with an abrupt onset and a rapid decay. Some examples would include explosions from mining operations, the discharge of firearms, test revving of engines or motors, or other sounds of a similar nature. Sounds of this nature may not equal or exceed a maximum noise level of 80 dBA, when measured at or within the Real Property Boundary of the receiving property. Impulsive sounds at or above 80 dBA constitute a noise disturbance and a violation of this chapter.
- D. Sound Levels shall be measured with a Sound Level Meter, either Type I or Type II. In addition:

1. Sound Level Meters shall be set to the A-weighted scale and set to "slow" response, except for the measurement of impulsive sounds. Noise measurements related to the evaluation of impulsive sounds shall be set to "fast" response.
2. The measurement of noise levels under this section shall be performed at points on or within the Real Property Boundary of the receiving property or boundary of a zoning district if the receiving property has multiple zoning districts within it.
3. The sound level meter must be "field calibrated" before and after any noise monitoring session, and noise measurement and calibration devices must be laboratory calibrated and certified annually (i.e., at least once per year). A copy of factory/laboratory calibration documentation should be kept on file and submitted with reports.
4. The report of each measurement location shall include the following data: (1) The date, time and day of the week when the measurements are performed; (2) The times of calibration; (3) The weather conditions; (4) The identification of all monitoring equipment by the manufacturer, model number and serial number (and provide factory calibration certificates); (5) The ambient sound level, in dBA, with the noise sources in question operating; (6) The background level, in dBA, without the noise sources in question; and (7) A sketch and photos of the measurement site, including all relevant information pertaining to the test.
5. The monitoring test should last for a period of time sufficient to ensure that the sounds levels measured are typical of the noise source (or background conditions) in question.

§114-5. Exceptions. The following noises and sounds are exempt from this chapter:

- A. Noises of safety signals, warning devices, emergency pressure valves, factory steam whistles and all mechanical and electronic church bells or chimes.
- B. Noises resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.
- C. Approved Public Entertainment as defined in Chapter 113, to include athletic events, shows, exhibitions, carnivals, circuses or concerts which are not conducted on a regular basis and for which an admission charge is made, provided that such activities do not occur between the hours of 11:00 p.m. and 8:00 a.m.
- D. Other approved performances or similar activities publicly or privately sponsored and presented in any public or private space outdoors, including any gatherings

for entertainment purposes conducted for benevolent or charitable purposes, any church or school affair, block parties provided that such activities do not occur between the hours of 11:00 p.m. and 8:00 a.m.

- E. Noise from lawn mowers, weed trimmers, edging machines, leaf blowers or other similar small-engine yard maintenance equipment, properly equipped according to manufacturer's specifications, and used between 8:00 a.m. and 10:00 p.m.
- F. Fireworks exhibitions held by the Township or held pursuant to a permit issued by the Township.
- G. Construction equipment when being used on a specific short-term or temporary project (such as construction of a building, drilling a well, demolition, repair, and similar projects) between 8:00 a.m. and 10:00 p.m. for the duration of such short-term or temporary project; provided, however, that such construction equipment is operated within the manufacturer's specifications and with all standard noise-reducing equipment in use, unmodified, and in proper operating condition, and consistent with any approvals or permits issued by the Town.
- H. Air conditioners, fans, heating units and similar comfort devices, designed and used solely for individual single-family dwelling units, provided such are operated within the manufacturer's specifications and with all standard noise-reducing equipment in use, unmodified, and in proper operating condition.
- I. Emergency generators when used in a power outage or emergency situations for the duration of the event provided such are operated within the manufacturer's specifications and with all standard noise-reducing equipment in use, unmodified, and in proper operating condition.
- J. Testing of emergency generators in accordance with manufacturer's specifications for a short duration between the hours of 8:00 a.m. and 10:00 p.m.
- K. Musical accompaniment/noise associated with any event held in recognition of a community celebration of national, state or county events or public festivals.
- L. All state, county, and Township snow removal equipment. All other snow removal equipment is excluded from this chapter during periods of substantial snowfall and immediately thereafter until such time both private and public roads, sidewalks, and parking lots are cleared so as to prevent a hazard to citizens. Routine snow removal will be limited to daytime hours. All equipment must be properly muffled and efforts are to be made to avoid unneeded noise.
- M. Municipal and utility services. Sounds resulting from the repair or replacement of any municipal or utility installation in or about the public right-of-way.

§114-6. Noise Complaint Procedure. In the event any person has reasonable grounds for believing that any provision of this chapter is being violated, he may make a report thereof to the West Deer Police Department or Code Enforcement Officer, which shall investigate the alleged violation. If any such investigation reveals a violation, the investigating officer has the authority to cause a written complaint to be made and may issue a citation for a civil penalty, and/or may obtain other enforcement measures as allowed in this chapter.

§114-7. Enforcement; violations and penalties.

A. Informal Notification.

1. Township designees and associated technical advisors shall be afforded the right to enter the originating and receiving properties to monitor and investigate compliance with this chapter.
2. Where property owners cooperate with the Township designee and associated technical advisors, and corrective action is deemed to be necessary to comply with the chapter, the Township may provide an initial informal notification to the originating property regarding the appropriate remedial action necessary.
3. Where cooperation and/or corrective action is not provided, or where the nature of the violation does not allow for the initial informal notification, the Township may have a formal summary citation issued and/or commence other appropriate legal action as provided below.

- B. Criminal Enforcement. Any person who is found to have violated an order of the Township or who willfully or negligently failed to comply with the provisions of this chapter and the orders, rules, regulations, and permits issued hereunder shall be prosecuted by action brought before a district justice in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. The Municipal Solicitor or the Code Enforcement Officer may assume charge of the prosecution without the consent of the District Attorney as required by Pa.R.Crim.P. No. 83 (relating to trial in summary cases). The Township shall pursue criminal fines not to exceed \$1,000 for the violation of this chapter and imprisonment to the extent allowed by law for the punishment of summary offenses. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense. The Township may also take any appropriate action at law or equity, civil or criminal, to enforce the provisions of this chapter and recover the fees, expenses and costs associated

with enforcement. This chapter shall in no way restrict any remedies, including but not limited to injunctive remedies, otherwise available and provided by law.

- C. Civil Enforcement. In the event the procedures set forth in subsection B are inapplicable, the Township shall proceed pursuant to this subsection C. Any person who violates or permits a violation of this chapter shall pay a fine of \$300/\$600. If this fine is not voluntarily paid to the Township, the Township shall initiate a civil enforcement proceeding before a district justice. The civil enforcement proceeding shall be initiated by complaint or by such other means as may be provided by the Pennsylvania Rules of Civil Procedure. In any case where a penalty for a violation of this Ordinance has not been timely paid and the person upon whom the penalty was imposed is found to have been liable therefor in civil proceedings, the violator shall be liable for the penalty imposed, including additional daily penalties for continuing violations, plus court costs and reasonable attorney fees incurred by the Township in the enforcement proceedings. The Township shall be exempt from the payment of costs in any civil case brought to enforce this Ordinance. In addition to or in lieu of enforcement under this section, the Township may enforce this chapter in equity in the Court of Common Pleas of Allegheny County.
- D. A separate offense shall arise for each day or portion thereof in which a violation is found to exist and for each section of this Chapter which is found to have been violated.
- E. All fines and penalties collected for the violation of this Chapter shall be paid to the Township treasurer.

Section 3. SEVERABILITY

If any provision or provisions of this Ordinance shall be deemed by a court of law having jurisdiction over such matters to be unenforceable, invalid, or unconstitutional for any reason, such declaration shall not affect the validity of the Ordinance as a whole, or any part thereof that is not specifically declared to be.

Section 4. CONFLICT OF LAWS OR CHAPTER PROVISIONS

Whenever the regulations of this chapter conflict with each other, or with the requirements of another statute, the more restrictive standard shall govern.

Section 5. REPEALER

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF JUNE, 2020.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 17 June 2020, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes

No

Abstain

Absent

Arlind Karpuzi, Chairperson

Shirley Hollibaugh, Vice Chairperson

Brandon Forbes

Beverly Jordan

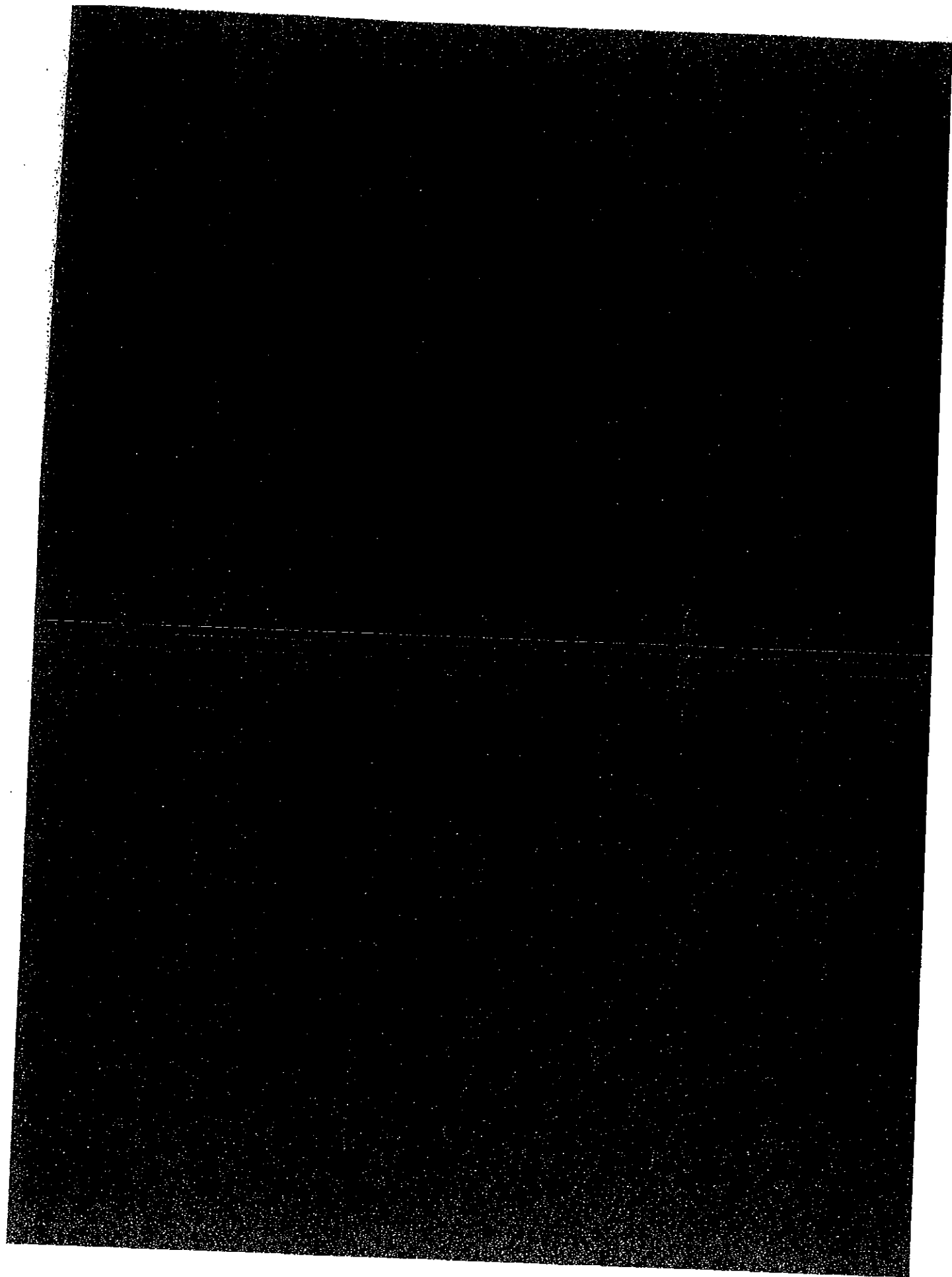
Shawn Maudhuit

WITNESS my hand and the seal of the Township on this 17th day of June 2020.

[SEAL]

By: _____

Daniel Mator
Township Manager



ADOPTION: ORDINANCE NO. 435 (SALVAGE YARD ORDINANCE)

ORDINANCE NO. 435

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 140 OF THE CODE OF THE TOWNSHIP OF WEST DEER ("JUNK AND SALVAGE YARDS") TO ADD DEFINITIONS FOR LICENSE AND TOWNSHIP ADMINISTRATOR, AND PROVIDING NEW PROCEDURES FOR RENEWING A SALVAGE YARD LICENSE

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ADOPT ORDINANCE NO. 435 AS ADVERTISED AND PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. FORBES	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MR. KARPUI	—	—	—	—

ORDINANCE NO. 435

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 140 OF THE CODE OF THE TOWNSHIP OF WEST DEER ("JUNK AND SALVAGE YARDS") TO ADD DEFINITIONS FOR LICENSE AND TOWNSHIP ADMINISTRATOR, AND PROVIDING NEW PROCEDURES FOR RENEWING A SALVAGE YARD LICENSE

WHEREAS, Chapter 140 of the Code of the Township of West Deer regulates Junk and Salvage Yards in the Township; and

WHEREAS, the Board of Supervisors of the Township of West Deer ("Board") finds that it will promote the health, safety, and public welfare of the citizens of the Township of West Deer ("Township") to authorize the Township administration to approve applications to renew salvage yard licenses where the requirements of the West Deer Salvage Yard Ordinance are met.

NOW THEREFORE, THE TOWNSHIP OF WEST DEER HEREBY ORDAINS, by and through its Board of Supervisors, as follows:

Section 1. Section 140-2 ("Definitions") of Chapter 140 ("Junk and Salvage Yards") of the Code of the Township of West Deer ("Code"), shall be amended to add the following definitions, which shall be inserted into the Code in alphabetical order:

LICENSE. A first-time or renewal salvage license issued pursuant to the West Deer Township Salvage Yard Ordinance.

TOWNSHIP ADMINISTRATOR. The Township Manager, the Township Building Inspector/Code Enforcement Officer, or any of their designees.

Section 2. Subsection A of Section 140-3 ("License required; term; failure to pay license fee") of the Code shall be deleted in its entirety and replaced with the following:

- A. No person shall engage in business as a salvage dealer or shall maintain a salvage yard without first having obtained a first-time license from the Board or a renewal license from the Township Administrator, and paying the fee required by § 140-6 of this chapter. No property owner shall permit their property to be used by a tenant or any other person as a salvage yard unless such other person obtains a license hereunder and fully complies with the provisions of this chapter.

Section 140-3 of the Code shall otherwise remain unchanged.

Section 3. Section 140-5 ("Issuance of license") of the Code shall be deleted in its entirety and replaced with the following:

§ 140-5. Issuance of license.

- A. **First-Time License.** The following process and conditions shall apply to the initial application for the use of property as a salvage yard or dealer. A first-time license shall be valid for one (1) year.
- (1) Upon receipt of an application by the Board, the Board shall issue a license or shall refuse to issue a license to the person applying therefor after an examination of the application, an inspection of the salvage yard (including the required records) by the Township Administrator and taking into consideration compliance with the requirements of this chapter, the suitability of the property proposed to be used for the purpose of the license, and the impact on the health, safety and welfare of the Township.
 - (2) The Board may reject a license based upon past violations of this chapter, or any predecessor ordinance, by the applicant, or if the applicant cannot demonstrate to the Board his intent and ability to comply with this chapter in the future.
 - (3) The applicant is responsible for demonstrating that the property at issue is zoned for the proposed activity or that it is registered under Ch. **210**, Zoning, as a valid nonconforming use prior to approval.
 - (4) In the event the Board shall issue a license, it may impose upon the license and the applicant such additional terms and conditions to those herein contained and adopted pursuant to this chapter as may be deemed necessary to carry out the spirit and intent of this chapter including, but not limited to, reasonable regulations pursuant to § **140-11** hereof.
- B. **Renewal License.** A request for a renewal of a license previously issued under this chapter shall be subject to the following process and conditions. A renewal license shall be valid for one (1) year.
- (1) Except as set forth in this section, the applications and approvals/denials of renewal licenses are subject to the same requirements and processes as have been established for first-time licenses.
 - (2) Application for renewal of the license will be filed in writing with the Township Administrator and will list any changes made since the first-time license application or in the most-recent renewal license application.
 - (3) The Township Administrator will inspect the property to determine if the salvage yard has complied with the regulations in this chapter and, if there have been any changes since the last application, the Township Administrator shall determine compliance with the requirements of this chapter, the suitability of the property proposed to be used for the purpose of the license, and the impact on the health, safety and welfare of the Township.

- (4) If action needs to be taken by the salvage yard operator in order to come into compliance with this chapter, such action shall be completed before the renewal license will be issued.
- (5) The Township Administrator may approve the renewal license application if the Township Administrator deems the application to be in compliance with this chapter.
- (6) The Township Administrator may reject a license based upon past violations of this chapter, or any predecessor ordinance, by the applicant, or if the applicant cannot demonstrate to the Township Administrator his intent and ability to comply with this chapter in the future.
- (7) In the event the Township Administrator shall issue a license, he/she may impose upon the license and the applicant such additional terms and conditions to those herein contained and adopted pursuant to this chapter as may be deemed necessary to carry out the spirit and intent of this chapter including, but not limited to, reasonable regulations pursuant to § 140-11 hereof.

Section 4. SEVERABILITY

If any provision or provisions of this Ordinance shall be deemed by a court of law having jurisdiction over such matters to be unenforceable, invalid, or unconstitutional for any reason, such declaration shall not affect the validity of the Ordinance as a whole, or any part thereof that is not specifically declared to be invalid.

Section 5. CONFLICT OF LAWS OR CHAPTER PROVISIONS

Whenever the regulations of this chapter conflict with each other, or with the requirements of another ordinance or statute, the more restrictive standard shall govern.

Section 6. REPEALER

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF JUNE, 2020.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 17 June 2020, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
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Arlind Karpuzi, Chairperson

Shirley Hollibaugh, Vice Chairperson

Brandon Forbes

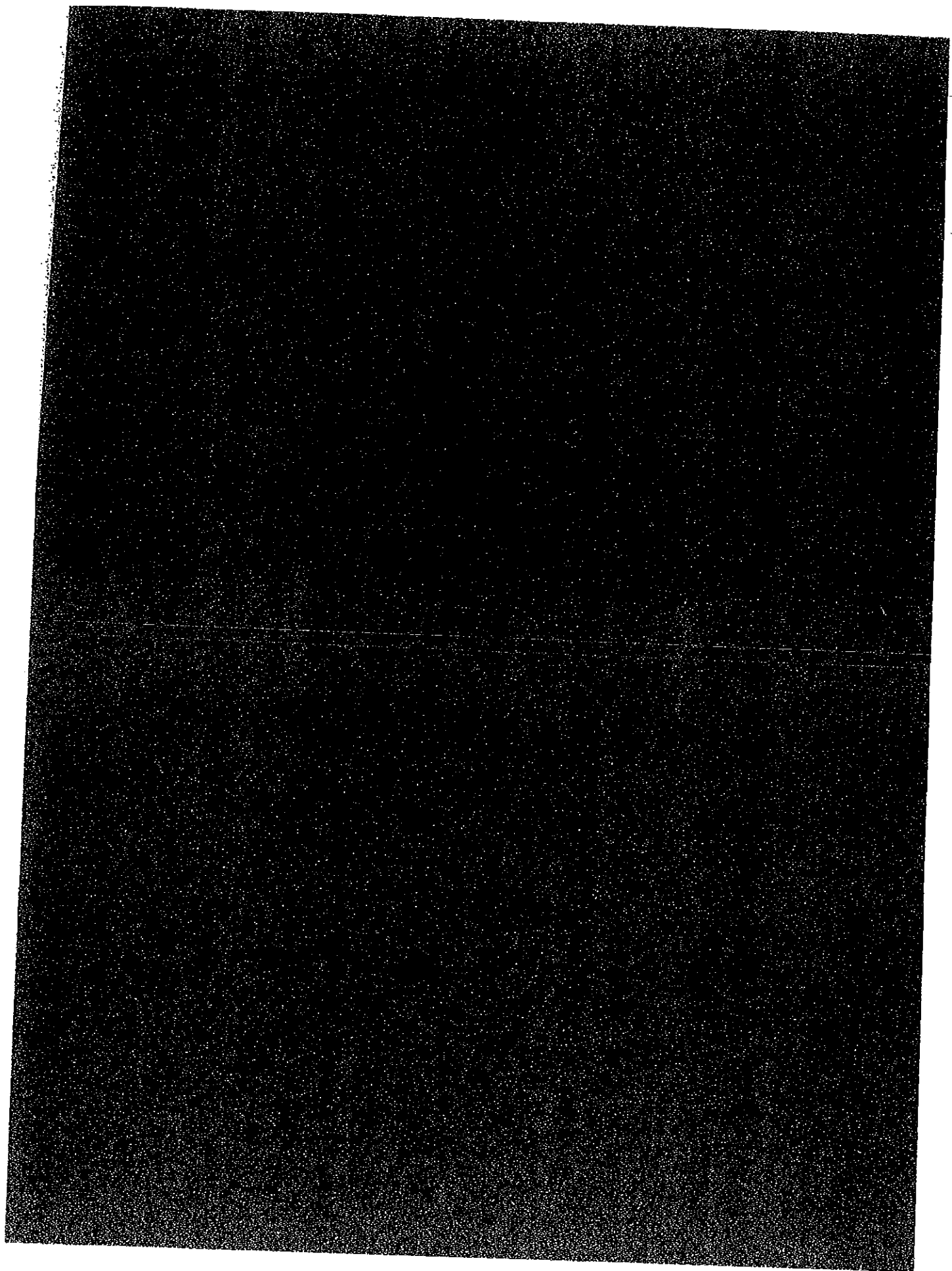
Beverly Jordan

Shawn Maudhuit

WITNESS my hand and the seal of the Township on this 17th day of June 2020.

[SEAL]

By: _____
Daniel Mator
Township Manager



ADOPTION: ORDINANCE 436 (COMCAST FRANCHISE AGREEMENT
ORDINANCE)

ORDINANCE NO. 436

ORDINANCE OF THE TOWNSHIP OF WEST DEER AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF PENNSYLVANIA, INC.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 436 AUTHORIZING THE
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF PENNSYLVANIA, INC.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. MAUDHUIT	—	—	—	—
MR. FORBES	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
MR. KARPUZI	—	—	—	—

ORDINANCE NO. 436

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF PENNSYLVANIA I, INC.**

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of West Deer (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Pennsylvania I, Inc. ("Comcast") currently holds a cable franchise from the Township by virtue of a cable franchise agreement with which expired in September of 2019; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct and operate its Cable System over, under, and along the aforesaid public rights-of-way; and

WHEREAS, the aforesaid public rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of subscriber service, maintain a technologically advanced cable system, receive franchise fees for Comcast's use of the Township's public rights-of-way as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ORDAINED AND ENACTED INTO LAW THIS 17TH DAY OF JUNE, 2020.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Arlind Karpuzi, Chairman
Board of Supervisors

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 17 June 2020, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes

No

Abstain

Absent

Arlind Karpuzi, Chairperson

Shirley Hollibaugh, Vice Chairperson

Brandon Forbes

Beverly Jordan

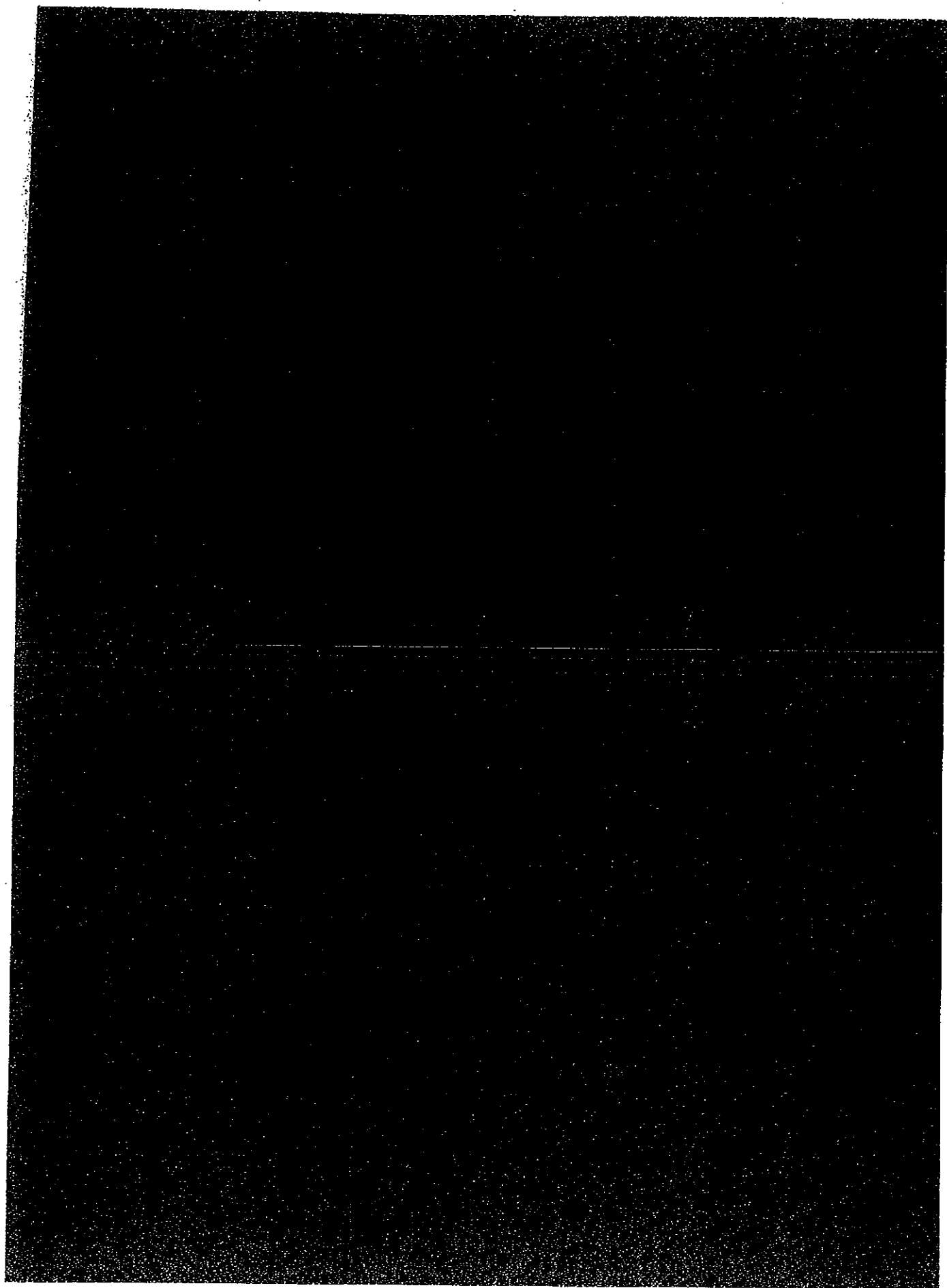
Shawn Maudhuit

WITNESS my hand and the seal of the Township on this 17th day of June 2020.

[SEAL]

By: _____

Daniel Mator
Township Manager



AUTHORIZATION: ADVERTISEMENT CONDITIONAL USE FOR – LEO LANDSCAPING

APPLICANT: LEO LANDSCAPING – JOSEPH LEO

LOCATION: GIBSONIA ROAD (STATE ROUTE 910),
GIBSONIA, PA
4.7 ACRES WITH .92 ACRES FOR
CONSTRUCTION

ZONING DISTRICT: SU – SPECIAL USE

REQUEST: TO CONSTRUCT A NEW BUILDING AND
CONTRACTOR STORAGE YARD FOR HIS
LANDSCAPING BUSINESS

THE APPLICANT IS REQUESTING A CONDITIONAL USE IN A SPECIAL
USE DEVELOPMENT (SU) ZONING DISTRICT.

AT THIS TIME, THE BOARD WILL NEED TO SET A PUBLIC HEARING.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF THE CONDITIONAL
USE PUBLIC HEARING FOR THE LEO LANDSCAPING PLANNED
SPECIAL USE DEVELOPMENT SCHEDULED JULY 15, 2020 AT 5:30PM.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. FORBES	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. KARPUI	—	—	—	—



Corporate Office
35 Wilson Street, Suite 201 * Pittsburgh, PA 15223
Phone: (412) 781-9660 * Fax: (412) 781-5904

Mars Office
123 Ridge Road, Suite B * Valencia, PA 16059
Phone: (724) 625-4544 * Fax: (724) 625-4549

www.hampton-technical.com

CONDITIONAL USE REQUEST

LEO'S LANDSCAPING

Owner / Applicant / Developer

Joseph Leo
3229 Laurel Drive
Glenshaw, PA 15116

Project Narrative

Joseph Leo is proposing to construct a new Building and Contractor Storage Yard for his landscaping business. The building will include an office and garage. The yard will be used for equipment and material storage used in the operation of the business.

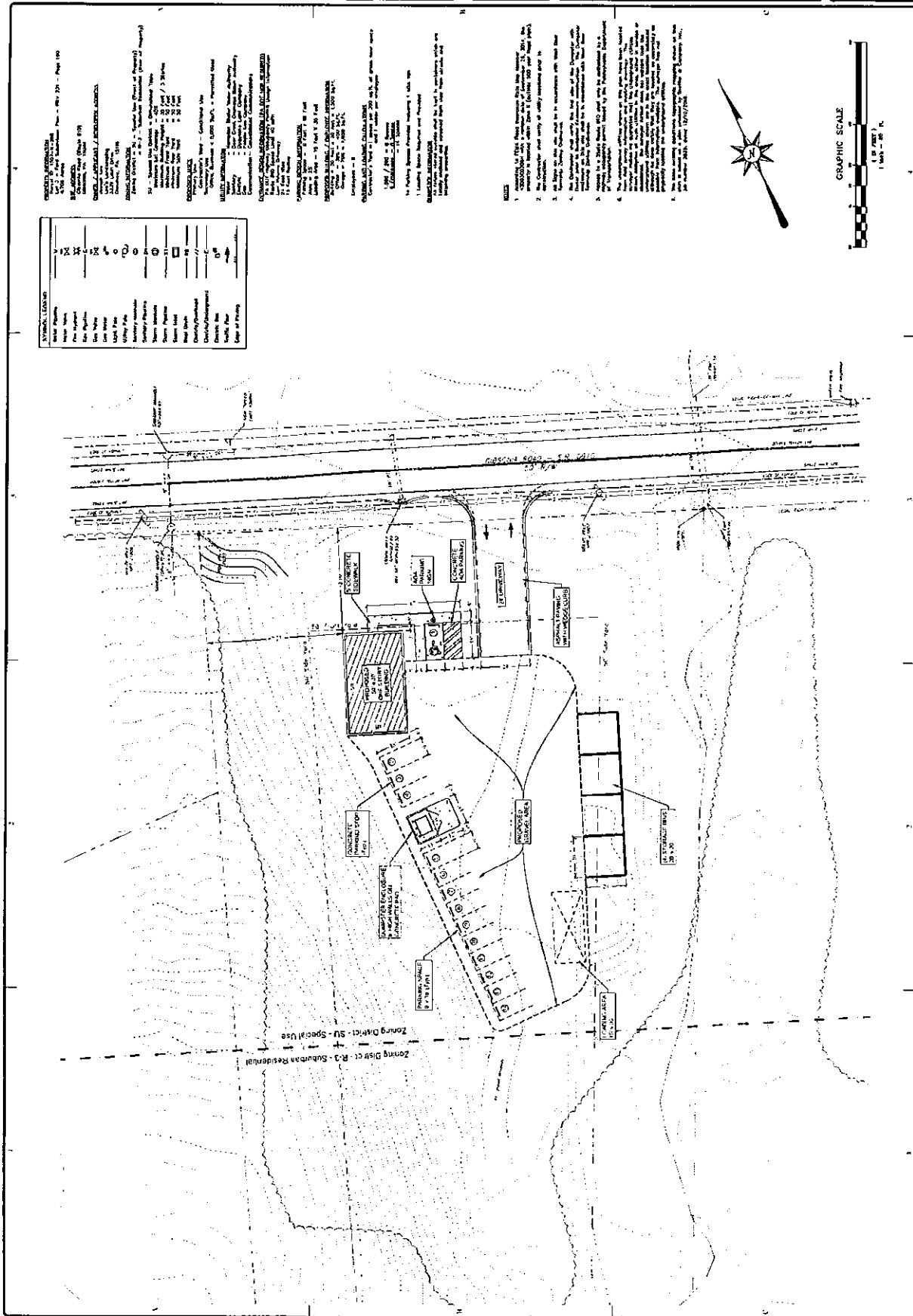
The project is located on Gibsonia Road (State Route 910). The site is located approximately 1/4 mile east of the West Deer Township Volunteer Fire Company # 3 near the Fawn Haven Plan. The existing property is undeveloped.

The entire property consists of approximately 4.7 acres and project construction area will have an earth disturbance of approximately 0.9 acres.

The property is located in two zoning districts. SU - Special Use (Front of Property) and R-3 - Suburban Residential (Rear of Property) as shown on the included site development plan.

The public water service is provided by the Hampton Shaler Water Authority and the public sanitary sewer service is provided by the Deer Creek Drainage Basin Authority.

Engineering Land Surveyors
Commercial & Residential Land Development Services



WEST DEER TOWNSHIP
109 East Union Rd. • Cheswick, PA 15024
724-265-2780 (Code Enforcement Office)

SUBDIVISION AND LAND DEVELOPMENT APPLICATION

APPLICATION NO. _____

Application For:

- ☐ Preliminary Subdivision
☐ Final Subdivision
☒ Land Development
☐ PRD
☐ Lot Line Revision

CONDITIONAL USE REQUEST

Location of Property: Gibsonia Road (State Route 910), Gibsonia, PA 15044

Parcel Lot and Block No.: 1507-N-288

Name of Subdivision/Land Development: Leo's Landscaping

Name of Applicant: Joseph Leo

E-Mail Address: joeleo97@gmail.com

Address: 3229 Laurel Drive
Glenshaw, PA 15116

Telephone No.: 412-443-2640 cell

Name of Property Owner(s): Purchase Agreement

E-Mail Address: _____

Address: _____

Telephone No.: _____

Surveyor/Engineer: Hampton Technical Associates

Address: 35 Wilson Street - Suite 201
Pittsburgh, PA 15223

Telephone No.: 412-781-9660 E-Mail: davids@hampton-tech.net

Purpose of Development: Landscaping Business

Proposed Building (Office/Garage), Equipment Storage, Material Storage

Proposed Use: Single Family ☐ Two Family ☐ Multi Family ☐
 Townhouse ☐ Commercial ☒ Industrial ☐
 Other _____

Total Acreage of Tract: 4.7

No. of Acres to be Developed: 0.92 Acres

Number of Lots: 1

Percentage of Lot Coverage: 25%

Min. Lot Size: _____

Estimated Start of Construction: Fall 2020

Zoning District: SU - Special Use

Use Permitted by: ☐ right ☐ special exception ☒ conditional use

Requesting - Contractor's Yard - Conditional Use

Waivers requested (list section & hardship) and/or special situations or circumstances:

N/A

Water Supply: ☒ Public ☐ Other (specify _____)

Sewage Disposal: ☒ Public ☐ Other (specify _____)

Off-street Parking: ☒ Garage ☐ Driveways ☒ Other ☐ None

Streets: Lineal feet of new streets N/A

Proposed for Dedication: ☐ Yes ☐ No

Existing Use: Undeveloped Lot

Number of Existing Lots: 1

Existing Acreage: 4.7

Location of Existing Buildings: N/A

Current Parking Spaces: _____

Existing Parking Surface Area: _____

Access Driveway Location: _____ Width: _____

Proposed Use: Landscaping Business

Description of Building(s): Proposed Building (Office/Garage), Equipment Storage, Material Storage, etc.

Additional Parking Spaces: 14

Access Driveway Location: State Route 910

Width: 24

Current Employees: _____

New Employees: 6

Percentage of Lot Coverage: 25%

Phase:

Total Number of Phases: N/A

Phase Number of this Application: _____

Total Acres: _____

Acres this Phase: _____

Total Lots: _____

Lots this Phase: _____

Total Lineal Feet of Storm Sewer: _____

Total Storm Sewer this Phase: _____

Environmental Standards:

Will the proposed use generate any of the following conditions?

Smoke	<input type="checkbox"/>	Electrical Interference	<input type="checkbox"/>
Air Pollutants	<input type="checkbox"/>	Vibrations	<input type="checkbox"/>
Odors	<input type="checkbox"/>	Noise	<input type="checkbox"/>
Water Pollutants	<input type="checkbox"/>	Radioactive Emissions	<input type="checkbox"/>

Material stored on site: Landscaping Materials (stone, wood mulch, etc.)

Applications:

Percolation Test	_____ (date)
DER Planning Module Waiver	_____
Water Authority	_____
Sewer Authority	_____
Allegheny Co. Conservation District	_____
Allegheny Co. Dept. of Economic Development	_____

Right-of-Way:

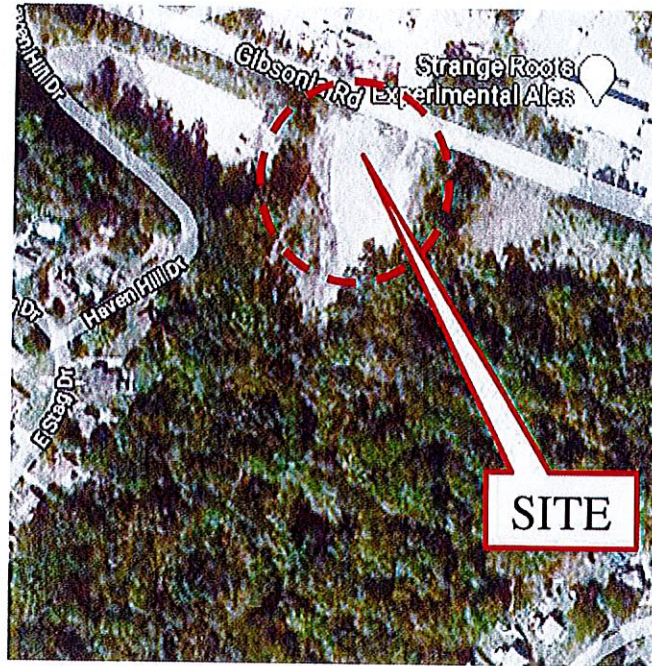
Agreements of adjacent properties: ☐ Yes ☐ No ☒ N/A

Describe: _____

Easements:

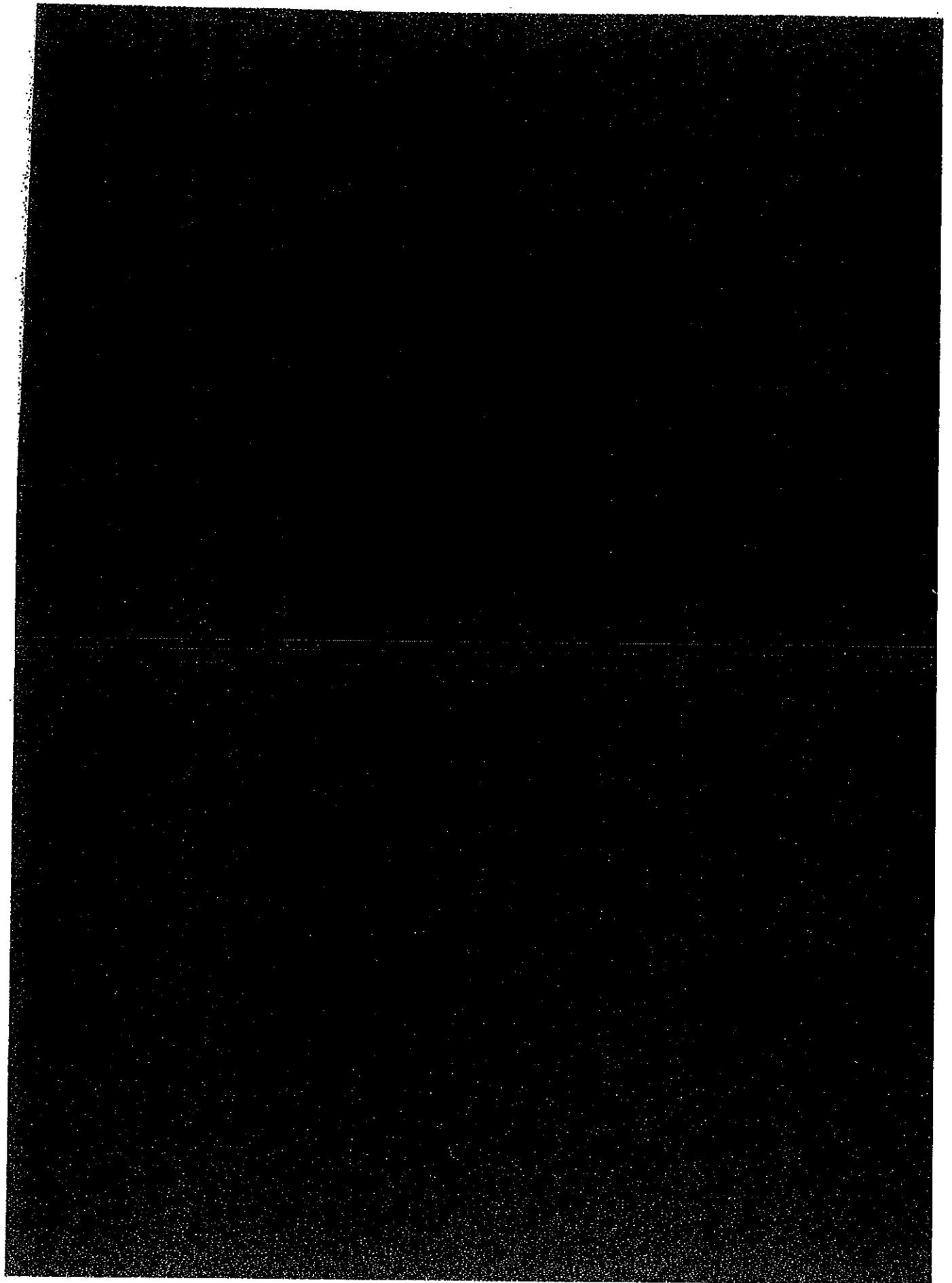
Agreements with adjacent properties: ☐ Yes ☐ No ☒ N/A

Describe: _____



No Scale

Exhibit #3
Aerial Map



**AUTHORIZATION: ADVERTISEMENT – MILLER PROPERTY
RESIDENTIAL REZONING**

THE TOWNSHIP IS IN RECEIPT OF A ZONING CHANGE REQUEST FROM VICTOR-WETZEL ASSOCIATES ON BEHALF OF RICHARD MILLER, JR. FOR FIVE (5) PARCELS CONSISTING OF APPROXIMATELY 17.5 ACRES. THE PARCELS ARE LOCATED AT 4391 BAKERSTOWN CULMERVILLE ROAD AND FOUR (4) ADJOINING VACANT PARCELS.

VACANT PARCEL IDS ARE AS FOLLOW: 2010-B-150, 2010-B-321, 2010-F-382 AND 2010-F-389.

THE OWNER IS REQUESTING THE ZONE CHANGE FROM R-RURAL ESTATE TO R-1 RURAL RESIDENTIAL.

THE REQUEST WILL BE FORWARDED TO THE WEST DEER PLANNING COMMISSION & ALLEGHENY COUNTY ECONOMIC DEVELOPMENT FOR THEIR REVIEW. IN ACCORDANCE WITH THE PA MUNICIPAL PLANNING CODE, THE COMMENTS BY THE COUNTY ECONOMIC DEVELOPMENT SHALL BE MADE TO THE TOWNSHIP WITHIN 45 DAYS.

AT THIS TIME, THE SUPERVISORS WILL NEED TO SET A DATE AND TIME FOR THE PUBLIC HEARING FOR THE PROPOSED ZONE CHANGE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF THE MILLER PROPERTY RESIDENTIAL REZONING PUBLIC HEARING ON JULY 15, 2020 AT 6:00PM.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
MR. MAUDHUIT	___	___	___	___
MR. KARPUI	___	___	___	___



May 18, 2020

Mr. Bill Payne
West Deer Township
109 E. Union Road
Cheswick, PA 15024

**Re: Miller Property Rezoning
4391 Bakerstown Culmerville Road**

Dear Mr. Payne:

On behalf of Richard Miller, Jr., owner of 17 acres at 4391 Bakerstown Culmerville Road in West Deer Township, we are hereby requesting that this property, currently zoned R-Rural Estate be rezoned to R-1 Rural Residential. All of the property to the south of the Miller property is zoned R-1 and is where there is a sewage treatment plant that can serve this site with public sewers. The Rural Estate's three-acre lot size is based upon sanitary sewer service not being available. However, this property is uniquely able to be sewerred by that treatment plant. Therefore, we believe that this rezoning is consistent with the Township's goals for R-1 zoning where sanitary sewer service is available.

The tax id's for the 5 tax parcels that comprise the 17 acres are:

2010-B-16
2010-B-150
2010-F-321
2010-F-382
2010-F-389

By separate cover, a \$300.00 application fee and a \$700.00 escrow will be hand-delivered to the Township.

Please notify me as to when this application will be presented to the Township Supervisors and Planning Commission.

Sincerely,

Steven Victor

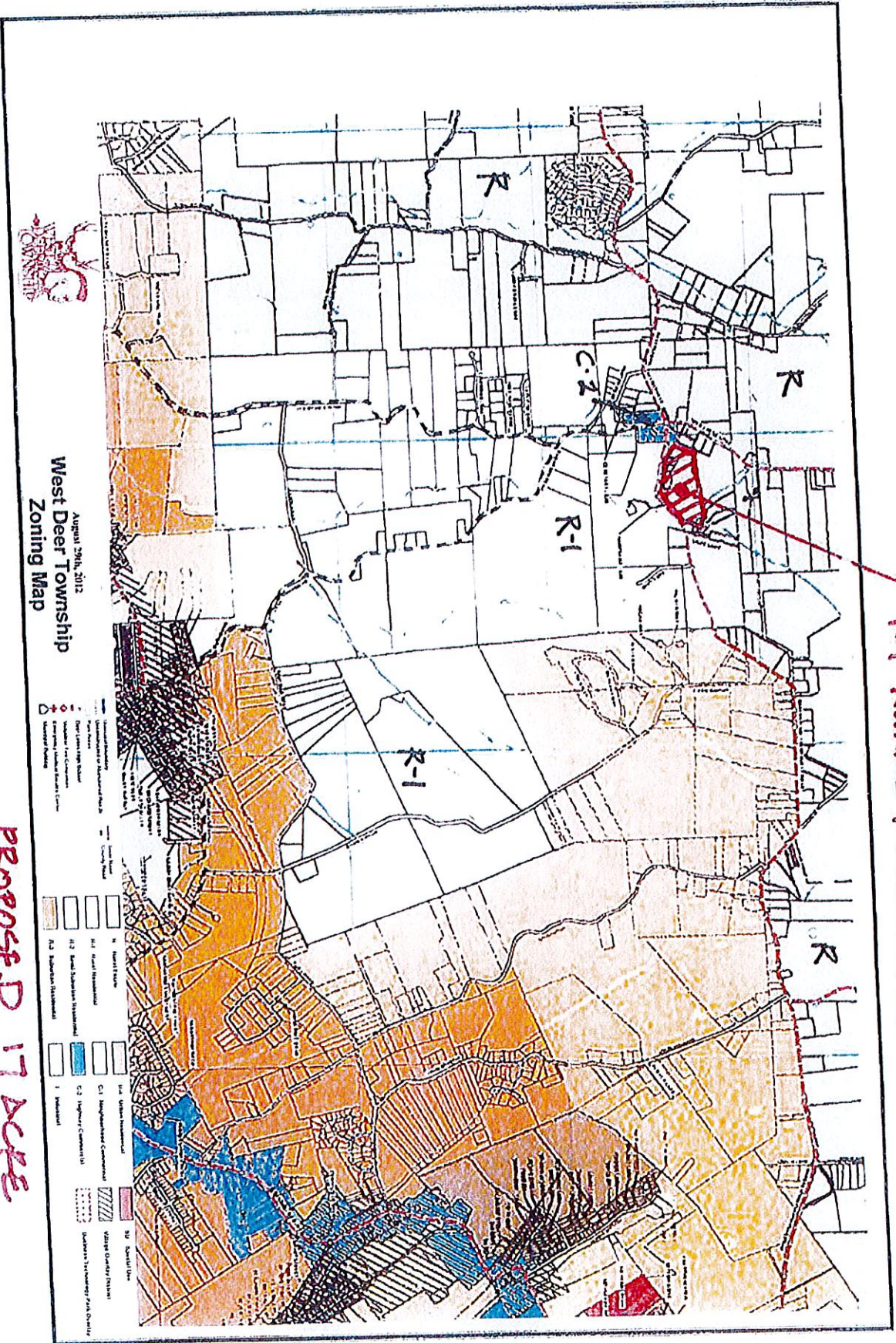
Steven Victor, RLA

Enclosure

cc: Richard Miller, Jr.

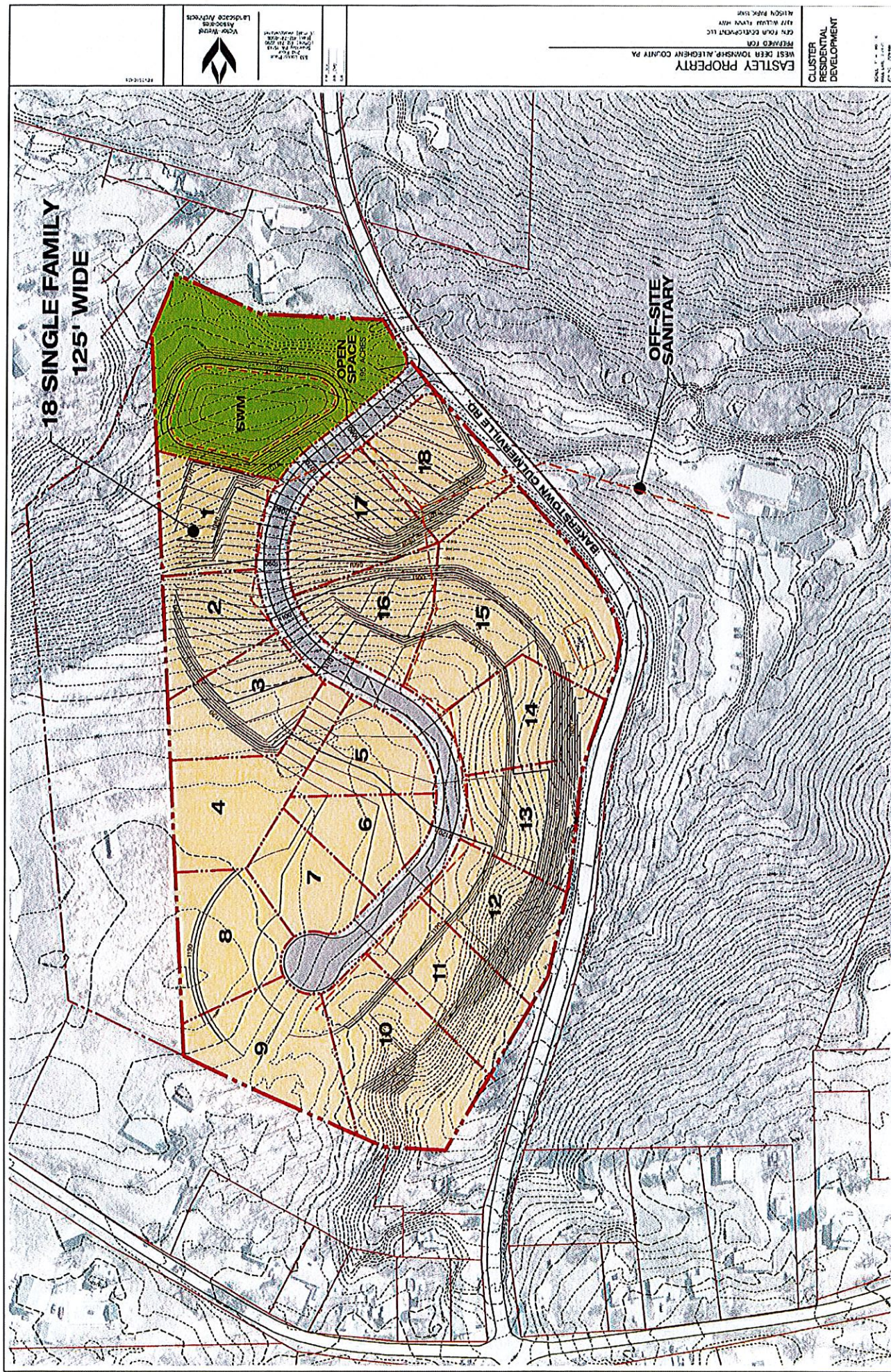
LANDSCAPE ARCHITECTS
& LAND PLANNERS
PHONE: (412) 741-2290

409 BROAD STREET
SUITE 270
SEWICKLEY PA 15143-1554



PROPOSED R RURAL ESTATE TO
R-1 RURAL RESIDENTIAL REZONING

PROPOSED 17 ACRES
REZONING



18 SINGLE FAMILY
125' WIDE

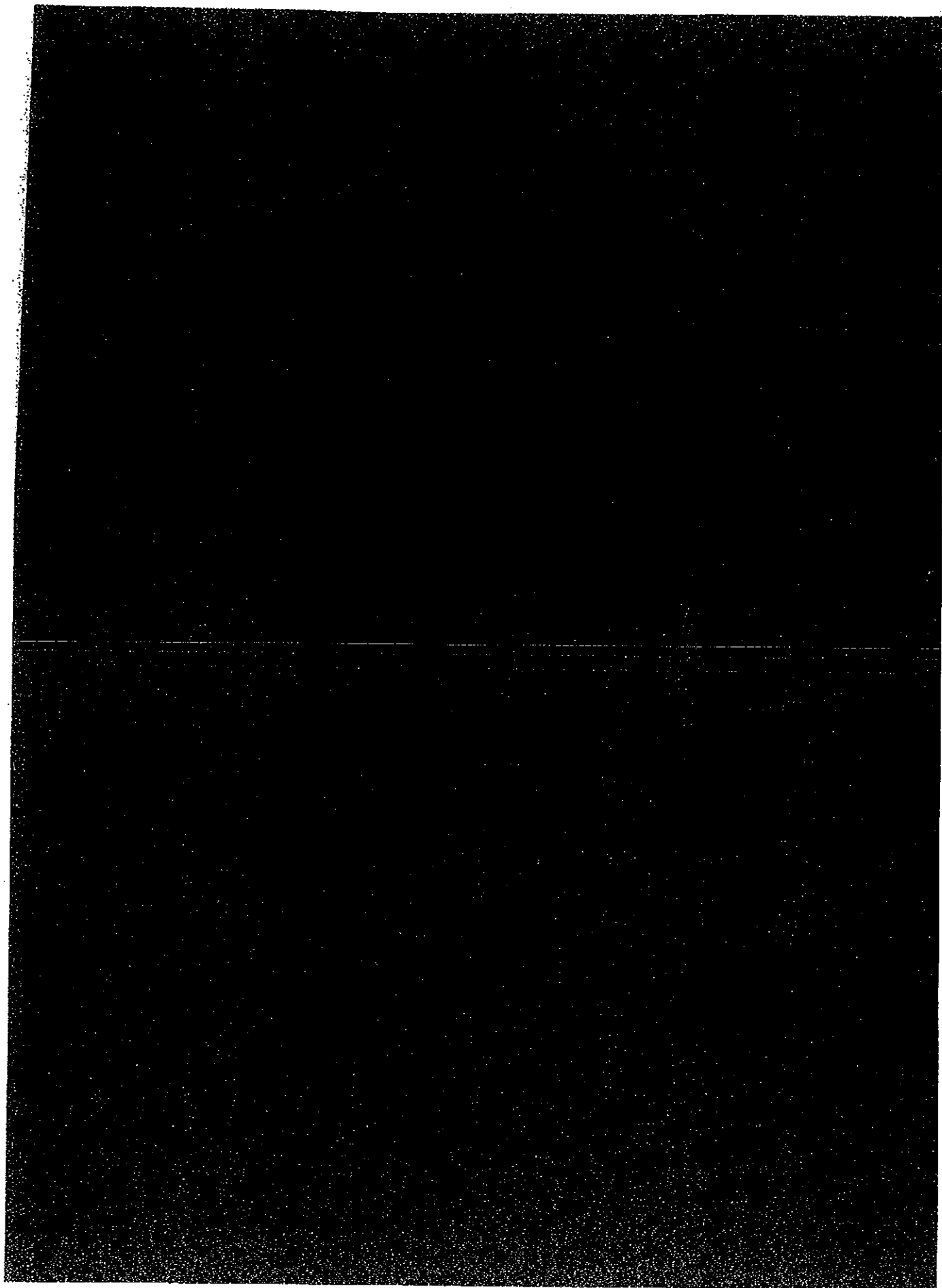
OFF-SITE
SANITARY



PA DEP
Department of Environmental Protection
Harrisburg, PA 17120
717.785.1234
www.dep.state.pa.us

EASTLEY PROPERTY
WEST DEER TOWNSHIP, ALLEGANY COUNTY, PA
REDADES FOR
CEN. ROAD DEVELOPMENT LLC
437 W. 10TH STREET
ALLEGANY, PA 15510
ALLEGANY, PA 15510

CLUSTER
RESIDENTIAL
DEVELOPMENT



AUTHORIZATION: DEER LAKES SCHOOL DISTRICT SERVICE AGREEMENT

ATTACHED IS A COPY OF THE SERVICE AGREEMENT BETWEEN THE WEST DEER TOWNSHIP AND THE DEER LAKES SCHOOL DISTRICT FROM AUGUST 26, 2020 THROUGH JUNE 30, 2021.

THE SCHOOL BOARD WILL VOTE ON THE AGREEMENT AT THEIR JUNE 16, 2020 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SIGNING OF THE SERVICE AGREEMENT BETWEEN THE TOWNSHIP AND THE DEER LAKES SCHOOL DISTRICT AS PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
MR. MAUDHUIT	_____	_____	_____	_____
MR. FORBES	_____	_____	_____	_____
MR. KARPUZI	_____	_____	_____	_____

West Deer Twp. Police

MEMO

To: Daniel Mator, Township Manager
From: Jonathan D. Lape, Chief of Police
Subject: Service Agreement with Deer Lakes School
Date: June 16, 2020

Mr. Mator,

Could you please place on the agenda for the June 17th meeting the attached agreement? The attached is the service agreement between the Deer Lakes School District and West Deer Township. The agreement period is August 26, 2020 thru June 30 2021. Deer Lakes School District will vote on the agreement at its June 16th meeting. This is the same agreement as we used in the past. The only changes were to the wages and dates of the agreement.

POLICE SERVICES AGREEMENT

This Police Services Agreement ("Agreement") is made this 16th day of June, 2020 ("Effective Date"), between the Deer Lakes School District ("School District") with its principal place of business located at 19 East Union Road, Cheswick, Pennsylvania 15024, and the Township of West Deer ("Township") with its principal place of business located at 109 East Union Road, Cheswick, Pennsylvania 15024 (collectively, the "Parties").

WHEREAS, the School District operates and provides, for the benefit of the community, certain public school facilities that are used by, and accessible to, local school students (each School District facility a "Facility", or together referred to as "Facilities");

WHEREAS, the Township has created and organized the West Deer Township Police Department ("Police Department") to provide for the safety, security and order in the Township through appropriately licensed and qualified law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, the Parties agree that the safety and security of the school students and administration staff would benefit from the presence of an Officer located at certain School District Facilities:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, in intending to be legally bound hereby, the Parties agree as follows:

1. **SERVICES:**

1.1 The Township Police Department shall provide an Officer for the School District Facilities, during the period of the year and for number of hours per day, as set forth in Exhibit A. (A copy of Exhibit A is attached hereto and incorporated herein by reference

1.2 Each Officer shall, as necessary, provide the following services ("Services"): (i) patrol the assigned Facility and surrounding area; (ii) respond to all calls regarding any criminal offense or conduct occurring, or allegedly occurring; at the Facility; (iii) cooperate with the School District administration in any investigation or examination of any criminal conduct, or alleged criminal conduct, that may have occurred at the Facility; (iv) provide for the safety of the school students and administration staff located at the Facility; and (v) otherwise enforce all state, local and Township laws, regulations and ordinances.

1.3 Each Officer shall dress in the standard law enforcement uniform issued by the Township, to include all necessary and required accessories and/or equipment that are authorized by the Township and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.4 Officers shall be subject to, and shall abide by all state, Township and departmental rules and regulations as well as complying with all local, state and federal laws. The Officers shall at all times be subject to the control and direction of the Township and Township Police Chief.

2. **PAYMENT:** In exchange for Services rendered, the School District shall pay the Township

certain fees ("Fees") in the amounts and according to the terms set forth in Exhibit A. The Police Department shall provide the School District with a statement of said compensation to be reimbursed on a monthly basis. The School District shall pay the Fees to the Township within 15 calendar days from the date of each statement.

3. NO JOINT VENTURE. Nothing contained herein shall be deemed or construed by the Parties, or any third party, as creating a joint venture, partnership or principal and agent relationship. The Township retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, replace, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. The Township is responsible for instructing and training its Officers consistent with this Agreement and the laws of the Commonwealth of Pennsylvania. The Township shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither the Township nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability or unemployment benefits that the School District may provide to its employees. It is understood that the School District will not provide and shall not be responsible for worker's compensation coverage for the Township or any Officer. When rendering Services at the Facilities, Officers act solely as the agents of the Township.

4. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. In the event of a material breach by a party of the terms of this Agreement, the non-breaching party shall have the right to terminate this Agreement immediately.

5. INDEMNITY: Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of their respective duties or the terms of this Agreement.

6. NOTICES: Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered (i) personally to address of the other party as set forth above, (ii) upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party as set forth above, or (iii) upon electronic transmission (email) to the Township Manager and/or School District Superintendent (as the case may be) along with a written confirmation of receipt by the receiving party.

7. ASSIGNMENT OF RIGHTS: This Agreement, or any of the Parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.

8. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto.

9. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement shall be deemed or construed as a waiver of, or modification to, the general immunity and protections from liability and/or suit afforded the Township and School District, and each of their respective employees,

agents and contractors, under the laws of the Commonwealth of Pennsylvania and/or United States of America.

10. NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the Parties hereto.

11. COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

12. ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both Parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the other party and the other party shall be free to reinstate any such term or condition.

13. SECTION HEADINGS: Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

14. SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

15. CHOICE OF LAW. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the Effective Date set forth above.

Township of West Deer

Deer Lakes School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Facility/Work Day/Fees:

A. Curtisville Primary Center:

1. Officer: One part-time police officer
2. Work Hours: 8:00 a.m. – 4:00 p.m.
3. Work Days: The Officer shall provide Services during each student school day during the 2020-2021 academic school year beginning on August 26, 2020 and ending on the last student school day at Curtisville Primary Center.
4. Fees/Hourly Rate Payable: \$20.42 per hour worked during 2020
\$21.03 per hour worked during 2021

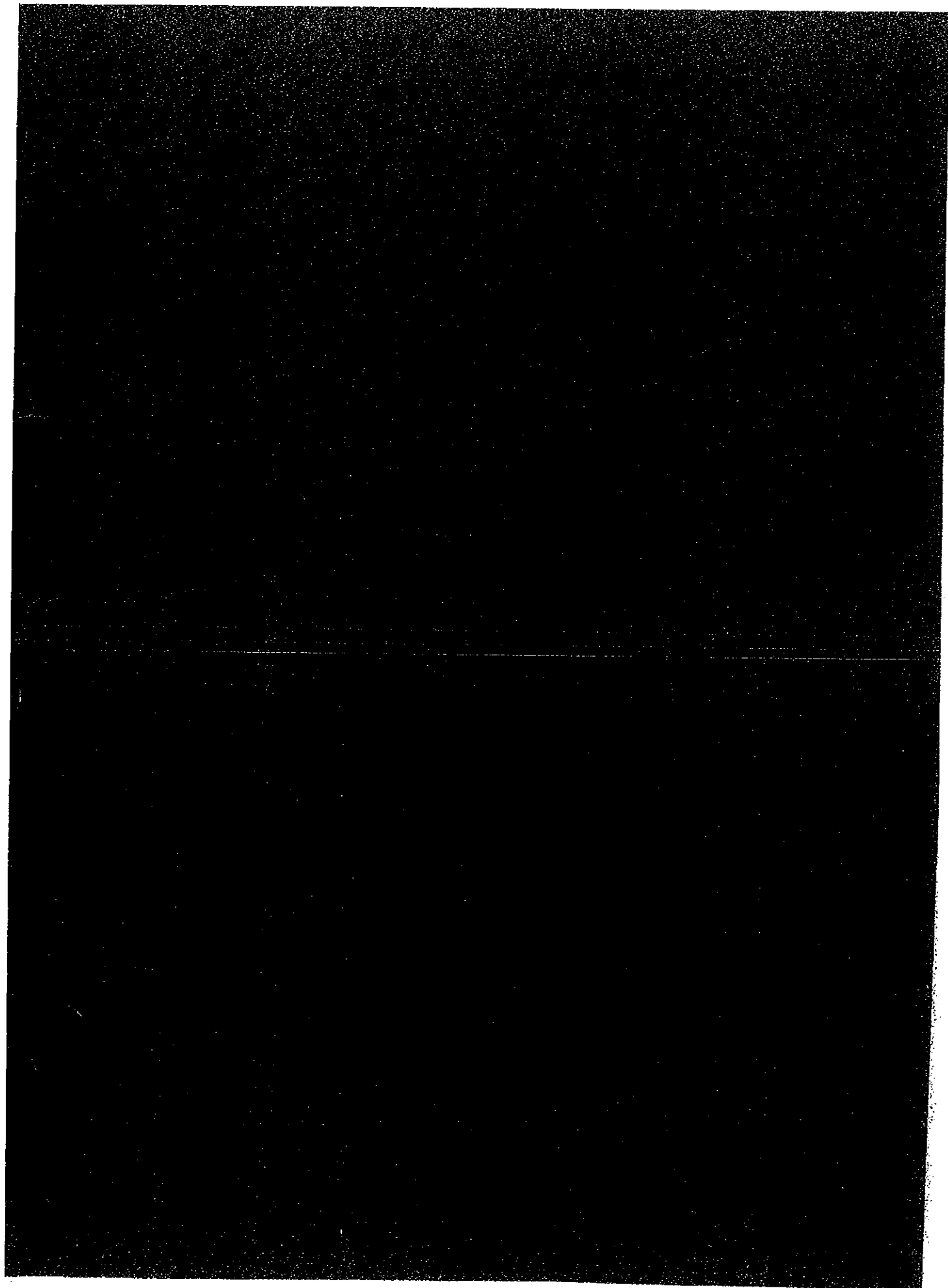
B. East Union Intermediate Center:

1. Officer: One part-time police officer
2. Work Hours: 8:00 a.m. – 4:00 p.m.
3. Work Days: The Officer shall provide Services during each student school day during the 2020-2021 academic school year beginning on August 26, 2020 and ending on the last student school day at East Union Intermediate Center.
4. Fees/Hourly Rate Payable: \$20.42 per hour worked during 2020
\$21.03 per hour worked during 2021

C. Deer Lakes Middle School:

1. Officer: One part-time police officer
2. Work Hours: 7:00 a.m. – 3:00 p.m.
3. Work Days: The Officer shall provide Services during each student school day during the 2020-2021 academic school year beginning on August 26, 2020 and ending on the last student school day at Deer Lakes Middle School.
4. Fees/Hourly Rate Payable: \$20.42 per hour worked during 2020
\$21.03 per hour worked during 2021

Notwithstanding anything to the contrary set forth in this Agreement, in the event that the part-time police officer assigned to any of the above School District Facilities is unable to provide services during the above stated Work Hours or Work Days for any reason, the Police Department shall attempt to replace such officer with another part-time police officer at the same hourly rate. In the event that another part-time police officer is not available, the Township shall attempt to replace the part-time police officer with a full-time police officer. The School District acknowledges and agrees that the use of a full-time police officer in providing the Services required under the terms of this Agreement would be at a higher pay rate than that of a part time officer. The fees payable by the School District to the Township would be at the full-time officer's regular pay rate. In the event coverage can't be fulfilled at all of the facilities, the SRO and the other officers providing security would rotate coverage periodically throughout the school day inside all educational facilities.



**AUTHORIZATION: DEER LAKES SCHOOL DISTRICT MEMORANDUM
OF UNDERSTANDING**

ATTACHED IS A COPY OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST DEER TOWNSHIP POLICE DEPARTMENT AND THE DEER LAKES SCHOOL DISTRICT FROM JULY 1, 2020 THROUGH JUNE 30, 2022.

THE SCHOOL BOARD HAS IT ON THEIR AGENDA FOR APPROVAL AT THEIR JUNE 16, 2020 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SIGNING OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST DEER TOWNSHIP POLICE DEPARTMENT AND THE DEER LAKES SCHOOL DISTRICT AS PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. JORDAN	___	___	___	___
MR. MAUDHUIT	___	___	___	___
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. KARPUZI	___	___	___	___

West Deer Twp. Police

MEMO

To: Daniel Mator, Township Manager
From: Jonathan D. Lape, Chief of Police
Subject: Memorandum of Understanding Agreement
Date: June 3, 2020

Mr. Mator,

Could you please place on the agenda for the June 17th meeting the attached agreement? The attached is a copy of the Memorandum of Understanding between the West Deer Township Police Department and the Deer Lakes School District from July 1, 2020 through June 30, 2022. This is the same agreement as we used in the past and there have been no changes made to the agreement. The school board has it on their agenda for approval at their June 16, 2020 meeting.

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN

West Deer Township Police Department

and

Deer Lakes School District

July 1, 2020
through
June 30, 2022

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter "Memorandum"):

West Deer Township Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Deer Lakes School District

- B. This Memorandum establishes procedures to be followed when certain incidents — described in Section II below — occur on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

Revised December 2018

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the "Safe Schools Act," as amended, 24 P.S. §§ 13-1301-A—13-1313-A.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information From Student Records

- a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - i. Criminal History Record Information Act, 18 Pa.C.S. § 9101 et seq.
 - ii. The prohibition against disclosures, specified in section IV(C)(5) of this Memorandum.
- b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
 - i. Comply with the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99.1 et seq., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 1313 03-A and 13-1313-A, and any amendments thereto.
 - iii. Complete reports as required by section 1303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.
- c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat

to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate — to parents, students and the Family Policy Compliance Office* — what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, schoolwide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement

*Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
 - i. Section 908 (relating to prohibited offensive weapons).
 - a. The term "offensive weapon" is defined by section 908 of the Crimes Code as "[a]ny bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily

Revised December 2018

injury which serves no common lawful purpose." See 18 Pa.C.S. § 908(c) (relating to definitions).

- b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it or taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.
- ii. Section 912 (relating to possession of weapon on school property).
 - a. The term "weapon" is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.
- iii. Chapter 25 (relating to criminal homicide).
- iv. Section 2702 (relating to aggravated assault).
- v. Section 2709.1 (relating to stalking).
- vi. Section 2901 (relating to kidnapping).
- vii. Section 2902 (relating to unlawful restraint).
- viii. Section 3121 (relating to rape).
- ix. Section 3122.1 (relating to statutory sexual assault).
- x. Section 3123 (relating to involuntary deviate sexual intercourse).

- xi. Section 3124.1 (relating to sexual assault).
 - xii. Section 3124.2 (relating to institutional sexual assault).
 - xiii. Section 3125 (relating to aggravated indecent assault).
 - xiv. Section 3126 (relating to indecent assault).
 - xv. Section 3301 (relating to arson and related offenses).
 - xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - xvii. Section 3502 (relating to burglary).
 - xviii. Section 3503(a) and (b)(i)(v) (relating to criminal trespass).
 - xix. Section 5501 (relating to riot).
 - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act," as amended, 35 P.S. §§ 780-101—780-144, popularly known as the "Drug Act." For purposes of this Memorandum, the terms "controlled substance", "designer drug" and "drug paraphernalia" shall be defined as they are in Section 102 of the Drug Act.
See 35 P.S. § 780-102 (relating to definitions).
- c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 off this subsection. .
- d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).
2. In responding to students who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based programs, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.
- B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
 - i. Section 2701 (relating to simple assault).
 - ii. Section 2705 (relating to recklessly endangering another person),
 - iii. Section 2706 (relating to terroristic threats).
 - iv. Section 2709 (relating to harassment).
 - v. Section 3127 (relating to indecent exposure).
 - vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - vii. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b. 1) and (b.2) (relating to criminal trespass).
 - viii. Chapter 39 (relating to theft and related offenses).
 - ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - x. Section 5503 (relating to disorderly conduct).
 - xi. Section 6305 (relating to sale of tobacco).
 - xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
 - xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will act to address the student's behavior need as required by applicable federal

and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students—general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability,
5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

[Describe any specific procedures to be followed for incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities)]

SRO will notify Special Education Director, **Lindsay McGaughey**, to further the discussion.

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
 1. For incidents in progress:

- a. Meet with contact person and locate scene of incident.
- b. Stabilize incident.
- c. Provide/arrange for emergency medical treatment, if necessary.
- d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
- e. Conduct investigation.
- f. Exchange information.
- g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:

- a. Meet with contact person.
- b. Recover any physical evidence.
- c. Conduct investigation.
- d. Exchange information.
- e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority

If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

- 1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
 - a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention.
 - c. The student is being taken into custody for the protection of the student.
 - d. The student's parent or guardian consents to the release of the student to law enforcement custody.
- 2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
2. School authorities' ability to stand in *loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the Superintendent informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

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- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

3. Witnesses

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities,
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted; the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

Revised December 2018

- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a or b, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a or b.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report]

The Superintendent, building principal, and Chief of Police will review the Skyward information to verify accuracy and make any corrections that are warranted.

V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

Please see job description as part of this agreement.

Chief School Administrator

School Entity

Chief Law Enforcement Authority

Law Enforcement Authority

Building Principal

School Building

DEER LAKES SCHOOL DISTRICT

POSITION DESCRIPTION

POSITION TITLE: School Resource Officer

QUALIFICATIONS:

1. High School Diploma required. Graduate of Pennsylvania Police Academy.
2. Must have completed courses, completed NSRO training and completed future updates, additions, and recommendations by The National School Resource Officer Training.
3. Must have been trained or be able to be trained in accordance with the guidelines established by the federal government for the position.
4. Must maintain all training as required by the Pennsylvania Municipal Police Officers Education and Training Commission.
5. Must obtain and maintain any/all required documents as needed for working with juveniles.
6. Must be Act 120 Certified and retain this certification throughout the period of time that the officer is performing the duties within the job description.
7. Knowledge of and ability to practically apply standard security procedure and practices.
8. Thorough knowledge of School Board policies and procedures relating to security functions and the student's right and responsibilities.
9. Ability to maintain accurate security records and reports.
10. Excellent leadership and human relations skills.
11. Must possess a valid PA Driver's license with a good driving record.
12. Ability to work independently and in circumstances of complete confidentiality.
13. Expertise in advanced software programs including Microsoft Access, PowerPoint, Word, Excel and Adobe Acrobat Professional required. Experience in Financial Software preferred.
14. Strong communication, writing and interpersonal skills.
15. Strong organizational skills and attention to detail required.
16. Ability to work under pressure, be flexible and work as part of a team required.
17. Ability to plan and organize complex work projects.

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REPORTS TO: Chief of Police

ACCOUNTABILITY OBJECTIVE:

It will be the primary purpose and function of the School Resource Officer, heretofore referred to as the SRO, to act as the liaison between the West Deer Township Police department and the Deer Lakes School District.

The SRO(s) shall provide protection of life, limb and property within the confines of school district facilities and adjacent properties and shall act as the law enforcement authority within these facilities, as is consistent with current practices.

The SRO(s) shall enforce all pertinent laws and assist school district personnel in matters of mutual concern, including but not limited to security issues, adherence to school district disciplinary policies, truancy issues, counseling/mentoring (within the scope of the officers limited expertise) and any/all issues which relate to the functions and authority of a Police Patrol Officer.

PERFORMANCE ACCOUNTABILITIES:

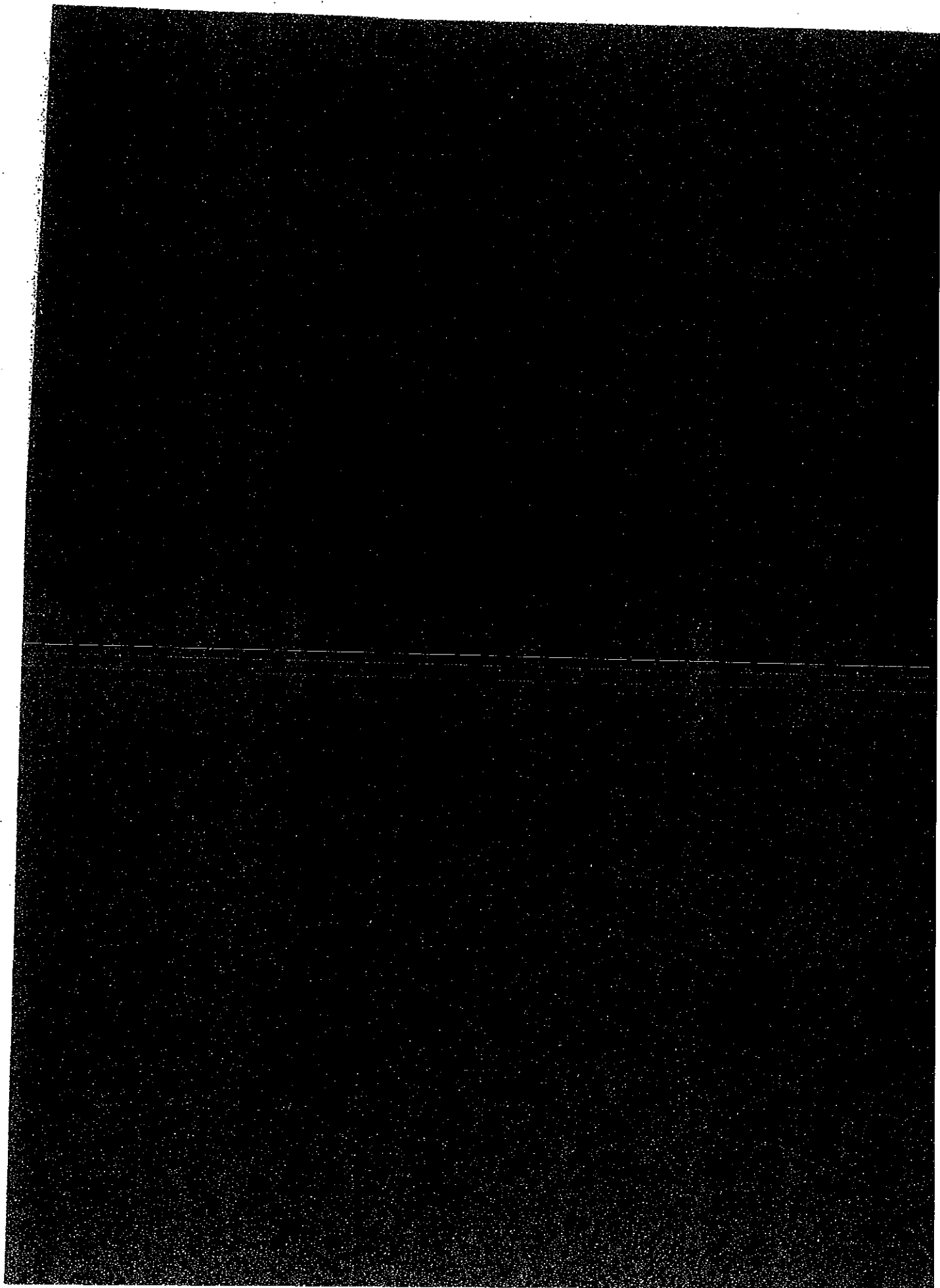
1. Abide by school board policies and consult with and coordinate activities through the superintendent while remaining fully responsive to the chain of command of the West Deer Township Police Department in all matters relating to employment and supervision.
2. Refrain completely from functioning as a school disciplinarian. If the principal believes that an incident constitutes a violation of the law, he/she will contact the SRO who will then determine whether law enforcement action is appropriate or not.
3. Develop expertise in presenting various subjects, such as understanding commonwealth laws, functions of the law enforcement community and the legal system, etc.
4. Encourage individual and group discussions concerning law enforcement related matters with students, faculty and parents. Attend meetings of parents and faculty groups to solicit their support and understanding of the police SRO program and to promote awareness of law enforcement functions.
5. The SRO(s) shall make themselves available at conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
6. Serve as a resource for various other social agencies which can be called upon in order to deal with various issues which may not fall within the realm of a police

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officer, but which is consistent with the community oriented policing philosophy adhered to by the police department.

7. Confer with the district facilities principals to develop plans and strategies in order to prevent and/or minimize dangerous situations on or near the campus and/or while attending school district functions.
8. Abide by school board policies, pertinent laws and police department policy concerning interviews, should it become necessary to conduct formal police interviews with students or staff on property or at school functions under jurisdiction of the public schools.
9. The SRO will take law enforcement action as necessary and notify the principal of the school as soon as possible.
10. Assist members of the West Deer Township Police Department in matters of mutual concern, as needed.
11. Reaffirm their roles as law enforcement officers by wearing their uniforms, including firearm.
12. Coordinate with central office for extra duty security and be responsible for security and law enforcement activity at extra-curricular events as determined by the superintendent.
13. Initiate and complete all pertinent police reports and investigations as required by virtue of the position of law enforcement officer within the schools, properties and facilities as needed.
14. Assist administration and faculty in formulating criminal justice programs.
15. Formulate educational crime prevention programs in an effort to reduce the opportunity for crimes against persons and property within the school environment.
16. Improve the image of the uniformed law enforcement officer in the eyes of the students and the general public.
17. Counsel students in special situations, such as the potential for becoming involved in illegal activity, when recognized and/or asked to do so by a counselor, teacher or member of the administrative staff.
18. Assist in monitoring the safe flow of traffic on campus, including parking, as time permits.

19. Provide basic law enforcement functions as routinely provided in the SRO(s) capacity as a public law enforcement officer.
20. Provide monthly reports to the Chief of Police and Superintendent of the Deer Lakes School District as to the status and progress of the program. Note: All laws pertaining to the dissemination of juvenile records shall be with strict accordance of pertinent existing law(s).
21. Attend meetings as requested and as time permits both within the police department and school district environment.
22. Assist other members of the police department, as needed.
23. Assume the responsibility of Community Oriented Police Coordinator during periods when school is not in session.
24. Attend classes and training sessions, as required.
25. Work a flexible schedule, as needed.
26. Assume the routine duties and responsibilities of a Police Patrol Officer or Supervisor, as the case may be, during periods when school is not in session.
27. Perpetuate and continue projects and programs implemented throughout the school year, during periods when school is not in session, as time permits.
28. Perform any/all duties as directed and approved by both the Chief of Police and the Superintendent of the Deer Lakes School District, which may not be listed above.
29. Always be armed and in full uniform including bullet proof vest.
30. Work year is 183 student days as per district calendar.
31. Work hours are 8 hours per day.
32. Prepare a weekly summary of events to the superintendent and Chief of Police. At the end of the month prepare a detailed report to the above aforementioned.
33. Will assist administrators with all drills, tabletop exercises and all items listed in the auditor general report.
34. All assemblies, classes, etc. must be approved by building administrators who then must receive approval from central office.



**AUTHORIZATION: DEER LAKES YOUTH FOOTBALL MEMORANDUM
OF UNDERSTANDING**

ATTACHED IS A COPY OF THE MEMORANDUM OF UNDERSTANDING BETWEEN WEST DEER TOWNSHIP AND THE DEER LAKES YOUTH FOOTBALL AMENDING THEIR LEASE BY SPECIFYING RESPONSIBILITY FOR THE RESTROOM MAINTENANCE AT THE NIKE SITE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE SIGNING OF THE MEMORANDUM OF UNDERSTANDING BETWEEN WEST DEER TOWNSHIP AND THE DEER LAKES YOUTH FOOTBALL AS PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. MAUDHUIT	_____	_____	_____	_____
MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
MR. KARPUI	_____	_____	_____	_____

MEMORANDUM OF UNDERSTANDING

BETWEEN

**WEST DEER TOWNSHIP
ALLEGHENY COUNTY, PENNSYLVANIA**

AND

**DEER LAKES YOUTH FOOTBALL, INC.
ALLEGHENY COUNTY, PENNSYLVANIA**

2020

This Memorandum of Understanding ("Memorandum") is made on this 17th day of June, 2020 by and between West Deer Township ("West Deer") of 109 East Union Road, Cheswick, PA 15044 and the Deer Lakes Youth Football Association ("DLYF") of Russellton, PA 15076 for the purpose of amending the 20 October 2010 Ground Lease between West Deer and DLYF to clarify maintenance, water bill payment, and supplying of the restrooms on the site.

WHEREAS, the Memorandum of Understanding signed between the parties in 2014 specified that the restrooms on site were open to the public; and

WHEREAS, both parties desire to divide the maintenance, water bill payment, and supplying of the restrooms equitably.

NOW, THEREFORE, in the true spirit of cooperation, the 20 October 2010 Ground Lease between West Deer and DLYF shall be amended to add the following to Section 9:

(h) Lessee shall be responsible for providing the maintenance, supplies, and payment of the water bills for the restrooms for the approved months the Lessee is active at the site. Lessor shall be responsible for the same during the months Lessee is not active.

In all other respects, the terms of the Ground Lease and the 2014 Memorandum of Understanding are unchanged and continue in full force and effect. Neither this Memorandum – nor any term hereof – may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties hereto. In the event that there is a conflict between the Ground Lease and/or the 2014 Memorandum of Understanding and this Memorandum, the terms of this Memorandum shall be controlling.

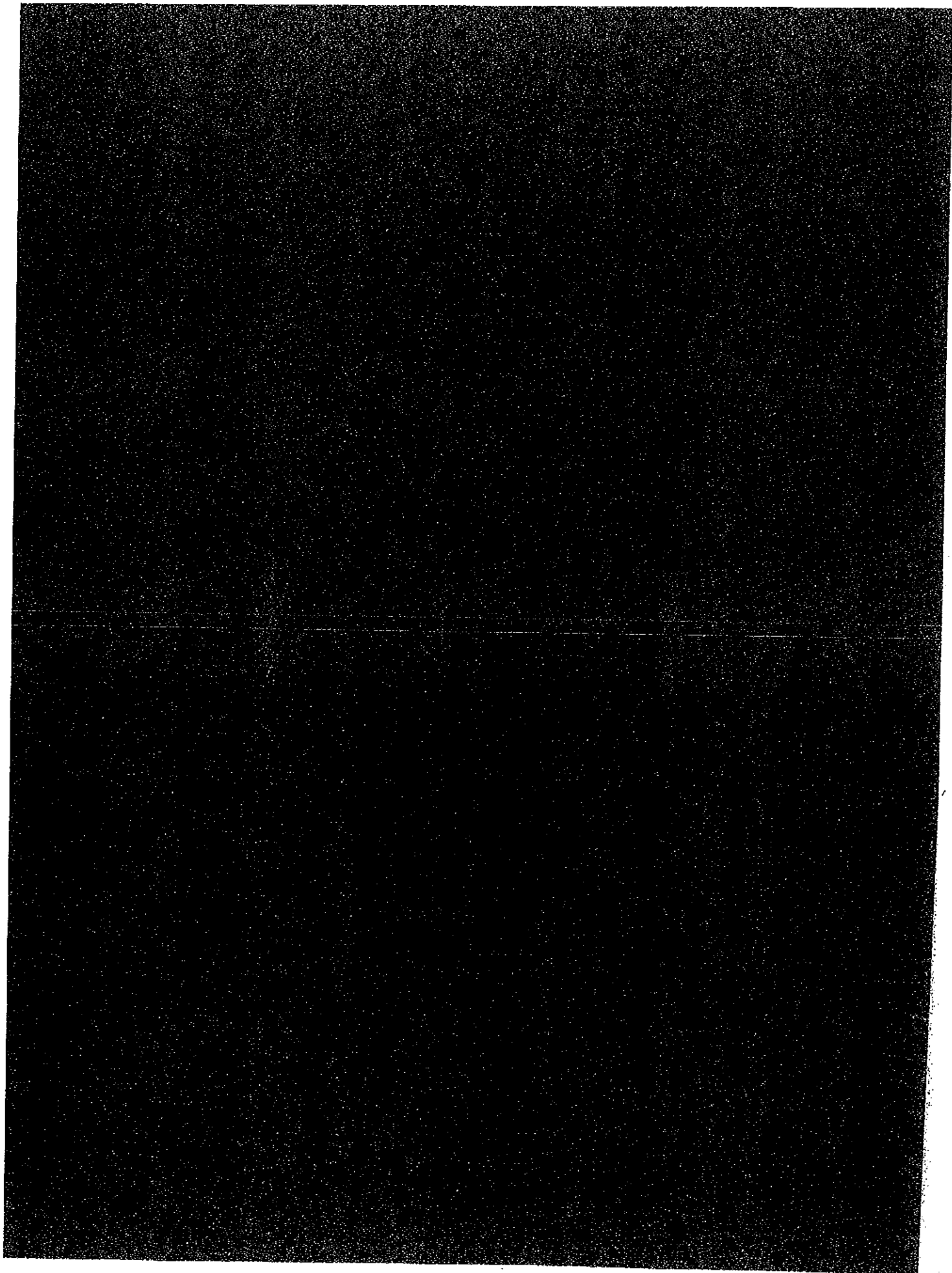
Arlind Karpuzi
Chairperson, West Deer Township

James Aller
Chairperson, DLYF

WITNESSED:

Daniel Mator
Township Manager, West Deer Township

Rob Petronio
Vice-President, DLYF



AUTHORIZATION: WEST DEER EMS LEASE AGREEMENT

WITH THE TOWNSHIP BEING TRANSFERRED THE EMS BUILDING PROPERTY, THE BOARD DESIRED TO ENTER INTO A FORMAL BUILDING LEASE WITH THE WEST DEER EMS SERVICE.

A COPY OF THE LEASE AGREEMENT IS ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SIGNING OF THE WEST DEER EMS LEASE AGREEMENT AS PRESENTED.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. FORBES	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. KARPUI	—	—	—	—

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this ____ day of February, 2020, by and between **West Deer Township**, a Pennsylvania Home Rule Municipality with a business address of 109 East Union Road, Cheswick, PA 15024 ("Landlord") and the **West Deer Ambulance Service, Inc., d/b/a West Deer EMS**, a Pennsylvania Non-Profit Corporation with a business address of 101 East Union Road, Cheswick, PA 15024 ("Tenant").

WHEREAS, Landlord owns real property located at 101 East Union Road, Cheswick, PA 15024, being Lot 2 in the Deer Lakes School District Plan of Lots, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 299, Page 117 and which is designated in the Deed Registry Office in and for Allegheny County, Pennsylvania as Lot and Block No. 1511-L-130 ("Property"); and

WHEREAS, Landlord acquired the Property on or about November 13, 2019, from the Deer Lakes School District and the acquisition Deed (the "Deed"), recorded at Deed Book Volume 17859, Page 537, includes a restriction that the Property be used only for fire, ambulance and/or rescue services; and

WHEREAS, Tenant wishes to lease the Property for ambulance and/or rescue services.

NOW, THEREFORE, intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. **Leased Premises.** The Tenant agrees to rent from the Landlord, and the Landlord agrees to lease to the Tenant, the Property, including all existing buildings and parking areas and other improvements, together with access to a public street (collectively, the "Leased Premises").

2. **Use.**

- a. The Leased Premises may be used by Tenant's officials, employees, patrons or other business visitors of the Tenant only for purposes related to ambulance and/or rescue services. Tenant may not use the Leased Premises for any other purposes.
- b. Tenant shall not sublet or assign its rights or responsibilities hereunder except with the prior written consent of the Landlord, which consent may be withheld by Landlord for any reason whatsoever. Any assignment approved by Landlord shall not relieve Tenant of liability hereunder.

3. **Rent.** Tenant agrees to pay to Landlord, in consideration of this Agreement, in advance, at the start of the rental term, the sum of One Dollar (\$1.00) (the "Rent").

4. **Term.** This Agreement shall be in effect for **one (1) year**, commencing on the **1st day of February, 2020**, and expiring on the **31st day of January, 2021**. This Agreement

will be **automatically renewed** on a year-to-year basis, unless either party gives written notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial or any renewal term.

5. **Surrender of Leased Premises.** At the end of the term of the Agreement, or of any renewal term, Tenant shall deliver up to Landlord its right to use the Leased Premises and will leave the Leased Premises in the same condition as it was at the commencement of this Agreement, reasonable wear and tear excepted.

6. **Insurance and Protection of Landlord.**

- a. Tenant agrees that it will obtain and maintain in full force and effect during the term of this Agreement and any renewal or extension of the Agreement, public liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and \$100,000 per occurrence and \$300,000 in the aggregate for property damage in relation to its use of the Leased Premises. Such policy or policies of insurance shall contain endorsements naming Landlord or whoever Landlord designates as an additional named insured providing primary coverage of Landlord without the necessity of exhaustion of, contribution from or application of other insurance policies as may be separately obtained by Landlord. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord prior to the commencement of any use of the Leased Premises.
- b. Tenant shall keep in force, at its own expense, so long as this lease remains in effect and during such other time as Tenant occupies the Leased Premises or any part thereof, workmen's compensation or similar insurance affording coverage and limits sufficient to create no liability on Tenant in the event a claim is made by an employee of Tenant injured in the course and scope of employment.
- c. Use of the Leased Premises and the placement of any motor vehicle or other personal property upon the Leased Premises shall be at the sole risk of Tenant and/or the parties owning the vehicles or other property. Landlord shall not be liable for any bodily injury, death or loss, destruction, theft or damage of property associated with Tenant's use of the Leased Premises and Tenant hereby releases Landlord from any such liability. Landlord and Landlord's agents and employees shall not be liable to or for contribution to Tenant for any injury sustained by any person or damage to property sustained by Tenant, Tenant's invitees or any person claiming through Tenant resulting from any defect in or condition of the Leased Premises.
- d. The Tenant shall be liable for loss, injury or damage to any person or property caused by the act or neglect of Tenant, its agents, employees, invitees and/or licensees; except to the extent caused by the negligence and/or willful misconduct of Landlord, or any person acting on behalf of or through Landlord. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees and licensees.

- e. Tenant shall defend, indemnify and hold Landlord, its elected officials, officers, employees, insurers and agents, harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of any use of the Leased Premises. To the fullest extent permitted by law, Tenant expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the Landlord pursuant to this Indemnity provision. Compliance with insurance requirements shall not relieve Tenant of any responsibilities to indemnify Landlord for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend Landlord as an additional insured.

7. Maintenance and Repairs.

- a. The Tenant has examined the Leased Premises, including all facilities, furniture and appliances, and is satisfied with its present condition. The Tenant agrees to maintain the Leased Premises in as good condition as it is at the start of this lease, except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant or the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this lease. Any property that is left becomes the property of the Landlord and may be disposed of.
- b. At its sole cost and expense, Tenant shall keep and maintain the Leased Premises and all appurtenances thereto in a clean, safe and aesthetic condition and in compliance with all applicable health and safety laws, statutes, ordinances and regulations. Tenant shall be responsible for the prompt repair of any conditions within the Property that present a risk of bodily injury or property damage. All maintenance and repairs shall be performed in a good and workmanlike manner.
- c. Tenant shall be responsible for removing accumulated or accumulating snow or ice from the Leased Premises.
- d. Tenant shall make no structural changes, additions or alterations to the Leased Premises without the prior written consent of Landlord. Any alterations, additions, and/or improvements to the Leased Property shall become the property of Landlord upon termination of the lease.
- e. Should Tenant fail to maintain and repair Leased Premises as provided herein, in addition to any other remedies at law or in equity, Landlord shall have the right, but not the obligation, to perform maintenance or make repairs to the Leased Premises as necessary to prevent waste, injury or property damage or to correct violations of this Agreement or applicable ordinances, codes and/or regulations for which Tenant has been given notice and has failed to correct within a period of ten (10) days. Tenant shall reimburse Landlord for any costs incurred for such maintenance and/or repairs within thirty (30) days of receipt of an invoice for said services from Landlord.

8. **Taxes and Utilities.**

- a. Payment of Real Property Taxes. Landlord shall pay all Real Property Taxes payable with respect to the Property/Leased Premises, if any, as and when the same are due and payable, and Tenant shall reimburse Landlord for all Real Property Taxes applicable to the Property/Leased Premises (both those assessed on the Commencement Date and all increases thereto during the term of this Lease) within thirty (30) days of Landlord's invoice therefor; provided, however, that the amount of Tenant's Proportionate Share of Real Property Taxes for the Parcel shall be determined based on the amount of the maximum available discount, whether for early, prompt, or full payment of such taxes or otherwise.
- b. Tax Contests. Tenant may, at Tenant's sole cost and expense, endeavor from time to time to reduce the assessed valuation of the Property/Leased Premises for the purpose of reducing the Real Estate Taxes payable with respect thereto, or to contest Tenant's liability for, or its exemption from payment of, Real Property Taxes; provided, however, that Tenant shall give Landlord not less than 30 days' prior notice of Tenant's intent to initiate any such contest. Notwithstanding the foregoing, Tenant shall timely pay all Real Estate Taxes in accordance with this Lease. Landlord agrees to offer no objection to such contest or proceeding and, at the request of Tenant, to reasonably cooperate with Tenant in pursuing such contest or proceeding, but without expense to Landlord. Any such contest or proceeding shall be brought in Tenant's name unless otherwise required by applicable legal requirements, in which case the contest or proceeding may be brought in Landlord's name. Tenant agrees to indemnify and hold Landlord harmless from all liabilities arising by reason of or in connection with any such proceeding. Notwithstanding the foregoing, Landlord may, in its sole discretion, initiate proceedings seeking exemption from payment of Real Property Taxes and/or the reduction of the assessed valuation of the Property/Leased Premises.
- c. Definition of Real Property Taxes. As used herein, "Real Property Taxes" shall include any form of assessment, license fee, levy, penalty or tax, imposed by any authority or governmental agency having the direct or indirect power to tax, including any municipality, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district or authority thereof, as against any legal or equitable interest of Landlord in the Leased Premises or the improvements thereon, or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property taxes, or any additional tax the nature of which was previously included within the definition of Real Property Taxes.
- d. Real and Personal Property Taxes.
 - i. Tenant shall pay prior to delinquency any Real and Personal Property taxes assessed against and levied upon any and all improvements, trade fixtures, furnishings, equipment and all other property of Tenant

constructed and/or contained in the Property/Leased Premises. When possible, Tenant shall use commercially reasonable efforts to cause said tax obligation to be assessed and billed separately from the real property of Landlord.

ii. If any of Tenant's said real or personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

e. Utilities. Tenant shall pay, prior to delinquency, for all water, sewer, gas, heat, light, power, telephone, air conditioning and ventilating, refuse, janitorial and cable and the like, and for all other materials, utilities and connection fees for such utilities, supplied to the Leased Premises, including the building(s) thereon.

9. **Termination.** This Lease may be terminated prior to the end of the initial or any renewal term for any of the following conditions:

- a. Landlord may terminate this Agreement at its convenience upon providing written notice of its intention to terminate at least ninety (90) days prior to termination.
- b. Failure by Tenant to pay any charge or expense provided for under this Agreement within ten (10) days from the date the same is due;
- c. Failure by Tenant to comply, perform or observe any covenant or condition of this Agreement, which failure is not corrected within ten (10) days after Landlord's notice thereof to Tenant; or
- d. Failure to maintain the insurance coverage as provided in this Agreement.

10. **Notices.** All notices required to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party at the following address:

Tenant: West Deer EMS
c/o William H. Jones
101 East Union Road
Cheswick, PA 15024

Landlord: West Deer Township
c/o Daniel Mator, Township Manager
109 East Union Road
Cheswick, PA 15024

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 of the same.

11. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Leased Premises to provide services, inspect, repair, improve or show it to prospective tenants. In case of emergency or the Tenant's absence, the Landlord may enter the Leased Premises without the Tenant's consent.

12. **Acceptance of Leased Premises.** Tenant acknowledges that Tenant has inspected the Leased Premises and accepts the Leased Premises in an "AS IS" condition.

13. **Quiet Enjoyment.** The Tenant may remain in and use the Leased Premises without interference subject to the terms of this Agreement.

14. **Hazardous Use.** The Tenant will not keep anything in the Leased Premises which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard, except in compliance with all federal, state and local laws, statutes, ordinances, regulations and/or rules.

15. **No Waiver.** One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

16. **Validity of Lease.** If a clause or provision of this Agreement is determined by a court of competent jurisdiction to be legally invalid, the rest of this Agreement shall remain in effect.

17. **Entire Agreement.** This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the lease of the Leased Premises. This Agreement has been jointly drafted by the parties, each having the opportunity to consult with counsel of its/their choosing and, therefore, shall not be presumptively construed in favor of or against any party hereto. This Agreement may not be changed, modified or amended, in whole or in part, except in another writing, signed by all parties, and unless approved by the authorized parties of the Landlord and Tenant in accordance with law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

WEST DEER TOWNSHIP(LANDLORD)

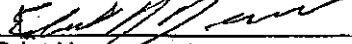
By: _____

Print Name: _____

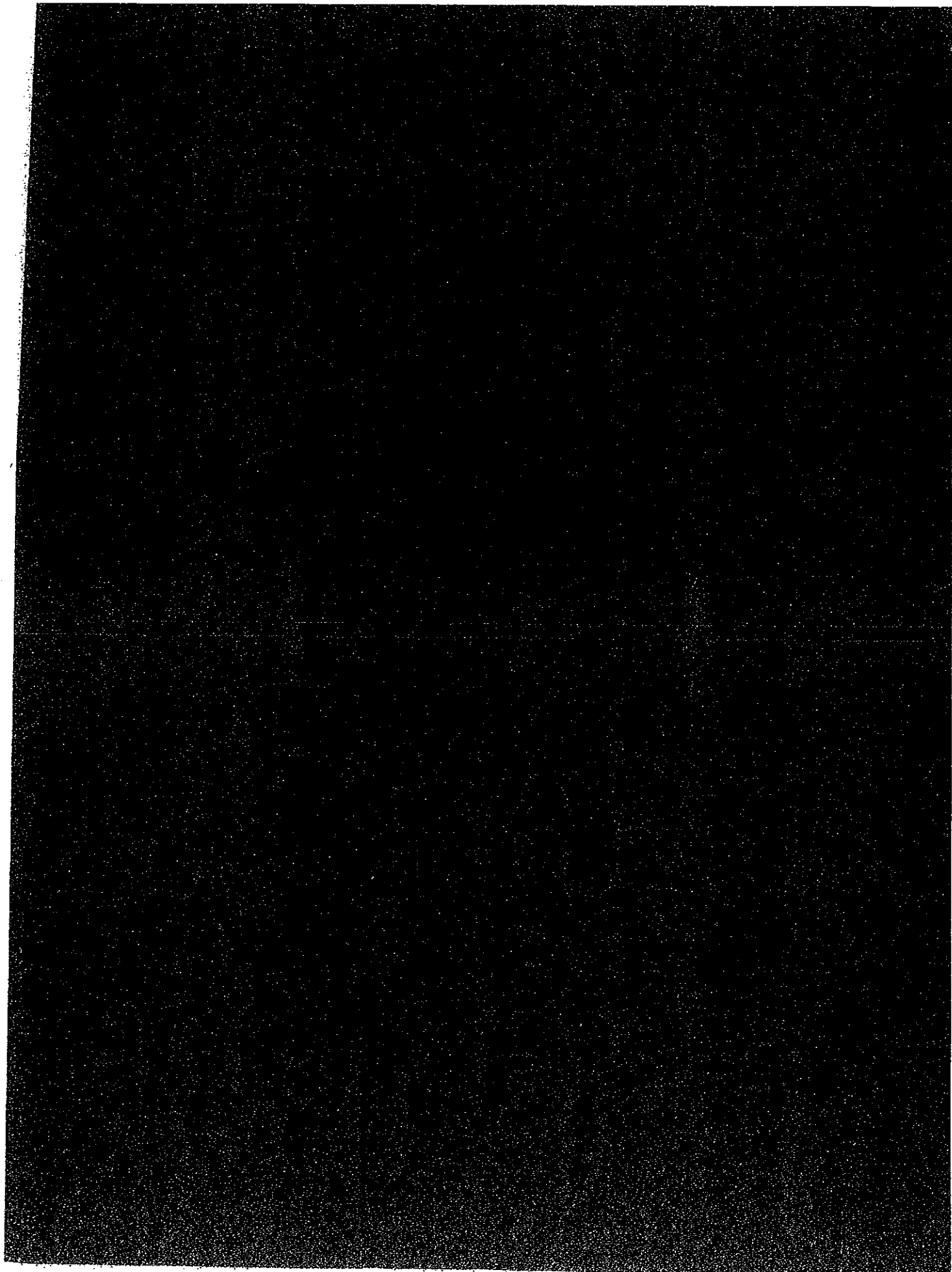
Title: _____

WITNESS/ATTEST:

WEST DEER AMBULANCE SERVICE, INC.
D/B/A WEST DEER EMS (TENANT)

By:  _____
Print Name: Edward T. Newman
Title: Chairman of the Board

TADMS:5275172-2 034825-182466



DISCUSSION: COMMUNITY DEVELOPMENT CORPORATION (CDC)
STEERING COMMITTEE

MR. KARPUZI...

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. FORBES	—	—	—	—
MR. KARPUZI	—	—	—	—

DISCUSSION: DCED BLIGHT REMEDIATION GRANT

CHAIRMAN KARPUZI FOUND INFORMATION REGARDING A GRANT PROGRAM THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT WHICH HE FEELS COULD BE USED TO FUND A PROGRAM ADDRESSING THE BLIGHTED AREAS OF WEST DEER TOWNSHIP.

MR. KARPUZI...

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MRS. JORDAN	—	—	—	—
MR. MAUDHUIT	—	—	—	—
MR. FORBES	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MR. KARPUZI	—	—	—	—

DISCUSSION: TOWNSHIP GAS PUMPS

AT A RECENT ZOOM MEETING, THERE WAS DISCUSSION OF REPLACING THE TOWNSHIP GAS PUMPS.

MR. FORBES...

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. MAUDHUIT	___	___	___	___
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
MR. KARPUI	___	___	___	___

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>
MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
MR. MAUDHUIT	_____	_____	_____	_____
MR. KARPUI	_____	_____	_____	_____