<u>ADOPTION: RESOLUTION NO. 2021-18 (RANGE RESOURCES UNITIZATION)</u>

RESOLUTION NO. 2021-18

RESOLUTION 2021-18 APPROVING AND AUTHORIZING THE EXECUTION OF A CONSENT TO UNITIZE WITH RANGE RESOURCES-APPALACHIA, LLC.

A COPY OF THE RESOLUTION IS ATTACHED

MR. ROBB...

DR. MANN

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2021-18 APPROVING AND AUTHORIZING THE EXECUTION OF A CONSENT TO UNITIZE WITH RANGE RESOURCES-APPALACHIA, LLC.

MOTION SECOND AYES NAYES

MR. FORBES

MRS. HOLLIBAUGH

MRS. JORDAN

MR. KARPUZI

TOWNSHIP OF WEST DEER ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2021-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF A CONSENT TO UNITIZE WITH RANGE RESOURCES-APPALACHIA, LLC

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of West Deer, that, subject to the review and approval by the Township Solicitor and Manager as to the form of the Agreement, the Board hereby approves and authorizes the execution of the Consent to Unitize with Range Resources - Appalachia, LLC in substantially the form attached hereto as Exhibit A.

RESOLVED this 21st day of July, 2021 by the Board of Supervisors of the Township of West

Deer.

Attest: Township of West Deer

Daniel J. Mator, Jr., Township Manager Arlind Karpuzi, Chairman

Board of Supervisors

CONSENT TO UNITIZE

	KNOW ALL MEN BY THESE PRESENTS	, THAT on this the $_$	day of	, 2021
--	--------------------------------	--------------------------------	--------	--------

WHEREAS, on 11 March 2015 the Township of West Deer, hereinafter referred to as "Lessor," did execute and deliver to Huntley & Huntley Energy Exploration, hereinafter referred to as "Original Lessee," an Oil, Gas, and Coalbed Methane Gas Lease Memorandum of which was recorded on 20 November 2015 at Deed Book 16204, Page 325 in the Allegheny County Recorder of Deeds, hereinafter referred to as the "Lease"; and

WHEREAS, the Lease describes the property subject to the Lease as being 139.487 acres, more or less, located in West Deer Township, Allegheny County, Pennsylvania, further identified as being Tax Parcel Numbers: 2197-P-00290-0000-00 (57.61 ac); 1669-M-00066-0000-00 (29.76ac); 1511-L-00071-0000-00 (57.32ac); 1511-L-0087-0000-00 (3.08ac); and 1508-E-00048-0000-00(6.12ac), and being the same parcels of land described and recorded at Deed recorded in: Deed Book 4602, Page 449; Deed Book 4244, Page 508; Deed Book 3429, Page 197; Deed Book 5195, Page 401; Deed Book 5429, Page 197; Deed Book 4603, Page 449; Deed Book 3363, Page 97; and Deed Book 10476, Page 434 in the aforesaid Office of the Recorder of Deeds, hereinafter referred to as the "Leased Premises"; and

WHEREAS, On 21 November 2017 the Original Lessee assigned the Lease to Range Resources-Appalachia, LLC, hereinafter referred to as "Lessee," which was recorded on 29 November at Deed Book 17030, Page 1 in the aforesaid Office of the Recorder of Deeds; and

WHEREAS, due to Paragraph 18 of the Lease addendum stating "in the event that a horizontal well bore should penetrate the earth under the Leased Premises, then in such case all of the Leased Premises will be included in any pools or units, relative to such horizontal well bore," Lessee desires to obtain Lessor's consent to unitize a portion of the Leased Premises; and

WHEREAS, Lessee shall unitize the entirety of tax parcel 2197-P-00290-0000-000 (57.61 acres) — which is a portion of the Leased Premises — in the Bakerstown Road Units C and E, hereinafter referred to as the "Units"; and

NOW THEREFORE, intending to be legally bound, in consideration of the premises and the sum of One Dollar (\$1.00) paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby agree to the following:

- 1. The foregoing recitals are true and correct and are expressly incorporated by this reference.
- 2. Lessor Consents to Lessee unitizing the entirety of tax parcel 2197-P-00290-0000-000 (57.61 acres) of the Leased Premises within the Bakerstown Units.
- 3. Lessee agrees to include the entirety of tax parcel 2197-P-0029-0000-000 (57.61 acres) within the Bakerstown Road Units C and E.

Lessor does hereby ratify and confirm the Lease and Unit in every respect, and does hereby recognize that the Lease is in full force and effect, and does hereby grant, demise, lease, and let the above described lands for the purposes stated in the Lease to Range Resources — Appalachia, LLC, subject to and together with all rights and conditions as therein set forth and as herein amended.

THIS INSTRUMENT is binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF this instrument is executed as of the date first written above.

LESSOR:	LESSEE:		
Arlind Karpuzi, Chairperson	C. Barry Osborne, Vice President		
West Deer Township Board of Supervisors	Range Resources – Appalachia, LLC		
Daniel Mator, Township Manager			

ACKNOWLEDGMENT PAGE TO FOLLOW

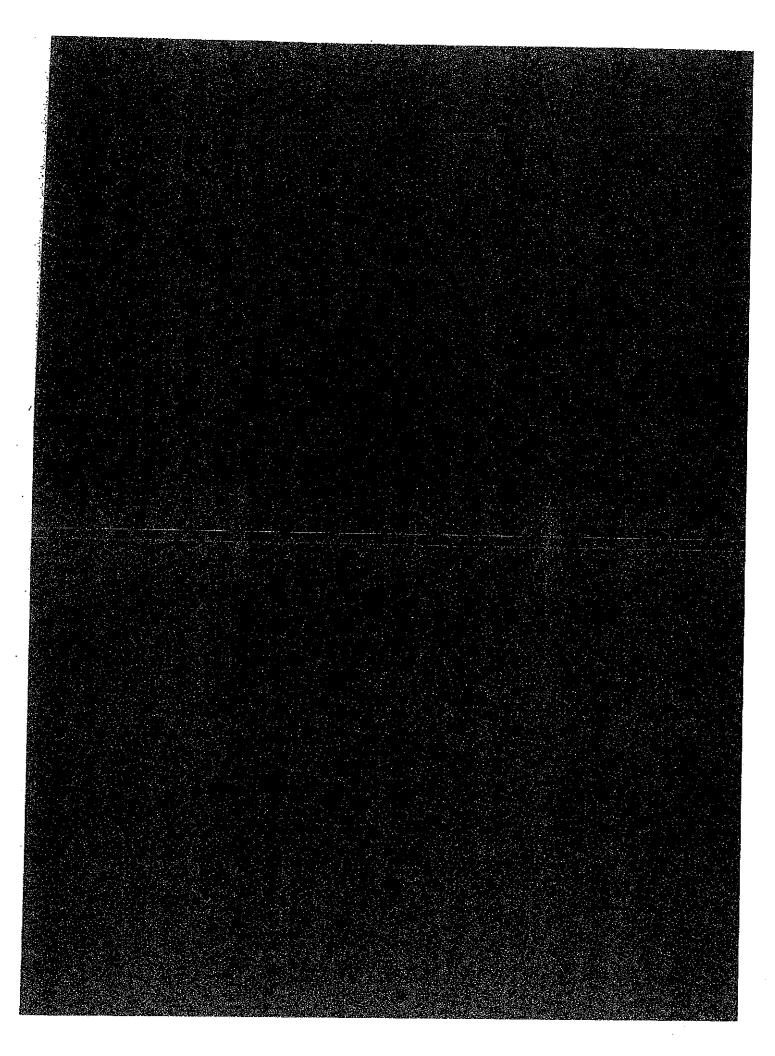
FORM OF ACKNOWLEDMENT BY ANY PUBLIC OFFICER OR DEPUTY THEREOF OR BY ANY TRUSTEE, ADMISTRATOR, GUARDIAN OR EXECUTOR

COMMONWEALTH OF PENNSYLVANIA	}
	} SS
COUNTY OF ALLEGHENY	}
personally appear Daniel Mator, Townshi County, known to me (or satisfactorily pro to the within instrument and acknowledge acknowledged that they executed the san	
IN WITNESS WHEREOF, I hereunto set my	hand and official seal.
	Notary Public
	EDMENT BY ANY PUBLIC OFFICER JSTEE, ADMISTRATOR, GUARDIAN OR EXECUTOR }
COUNTY OF ALLEGHENY	} SS }
personally appear Arlind Karpuzi, Chairpe Township, Allegheny County, known to mames are subscribed to the within instru	, 2021, before me, the undersigned officer, did erson of the Board of Supervisors of West Deer ne (or satisfactorily proven) to be the persons whose ment and acknowledged that they executed the chat they executed the same for the purposes therein
IN WITNESS WHEREOF, I hereunto set my	hand and official seal.
	Notary Public

LIMITED LIABILTY COMPANY ACKNOWLEDGMENT

COMMON	WEALTH OF PENNSY	LVANIA } } SS	
COUNTY O	F WASHINGTON	}	
personally LLC, a Dela officer of sa	appeared C. Barry O ware limited liability aid limited liability co	, 2021, before me, the undersigned Notary Paborne, Vice President of RANGE RESOURCES – APPALA company, who acknowledged to me that he is a duly as impany, and that he did execute the foregoing instrumed deed, and the free act and deed of said limited liability	CHIA, uthorized ent and
IN WITNES	S WHEREOF, I hereui	nto set my hand and official seal.	
		Notary Public	- -
This Instru	ment Prepared by a	nd after recording return to:	
RANGE RES P.O. Box 30 Bakerstow		HIA, LLC	

LEASE 3700303254



APPROVAL: PROMOTION OF FULL-TIME POLICE OFFICER TO SERGEANT

WITH SERGEANT BAILEY'S RETIREMENT, A VACANCY HAS OPENED WITHIN THE SERGEANT RANKS. THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LOPER RECOMMENDING THE PROMOTION OF OFFICER TIM BURK FROM PATROL OFFICER TO SERGEANT.

WHAT ACTION D	OES THE	BOARD	WISH TO	TAKE.

I MOVE TO APPROVE THE PROMOTION OF OFFICER TIM BURK TO SERGEANT EFFECTIVE AUGUST 1, 2021.

MOTION SECOND AYES NAYES

West Deer Twp. Police

MEMO

To: Daniel Mator, Township Manager From: Robert J. Loper, Chief of Police

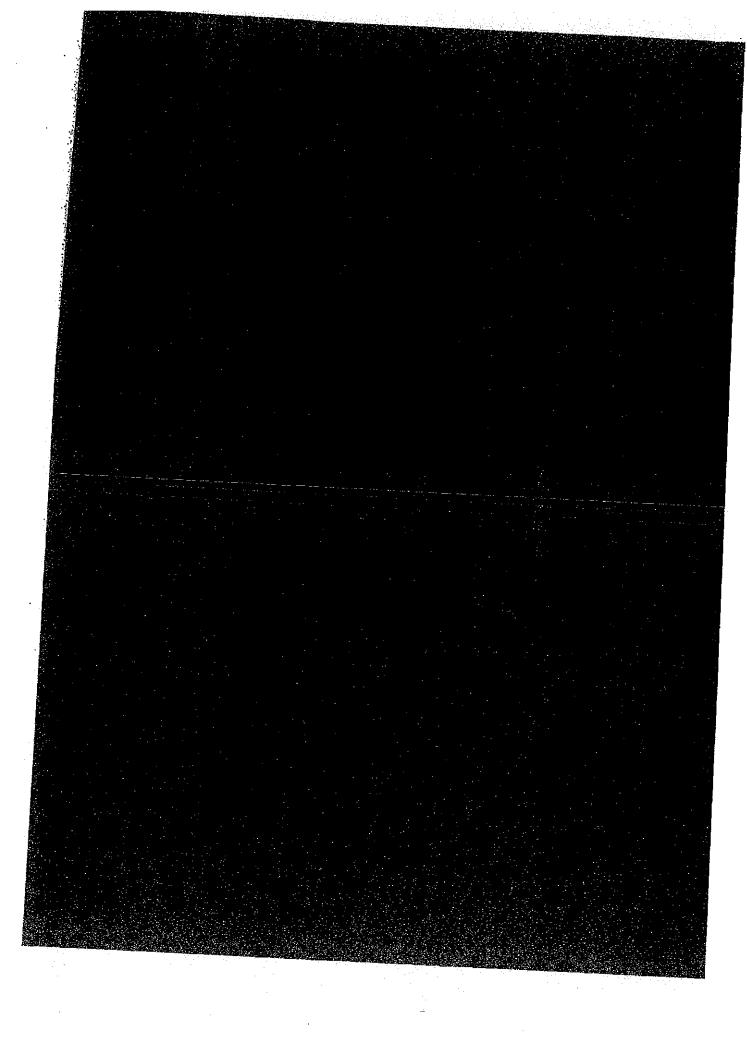
Subject: Promotion Process Results and Recommendations

Date: July 13, 2021

Mr. Mator,

With the retirement of Sgt. Bailey taking effect on July 31, 2021, I am recommending that the Board of Supervisors promote Officer Timothy Burk to the position of Sergeant. A promotional testing process was administered in May and a list was developed from the results of this test. The list was submitted to the Board and Officer Robert Petosky, who ranked first, was promoted to Sergeant on June 16, 2021, to fill my vacancy.

I recommend the promotion of Officer Timothy Burk to the position of Sergeant, who is ranked second on the list. Officer Burk has been employed as a full time officer since March 23, 2006. I am requesting that this promotion take effect on August 1, 2021.



APPROVAL: PROMOTION OF PART-TIME POLICE OFFICER TO FULL-TIME POLICE OFFICER

THE PROCESS FOR PROMOTING ONE CURRENT POLICE OFFICER FROM PART-TIME TO FULL-TIME STATUS HAS BEEN COMPLETED.

THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LOPER RECOMMENDING THE PROMOTION OF OFFICER DOMINIC RIGOUS TO THE POSITION OF FULL-TIME POLICE OFFICER.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO APPROVE THE PROMOTION OF CURRENT PART-TIME POLICE OFFICER DOMINIC RIGOUS TO THE POSITION OF FULL-TIME POLICE OFFICER EFFECTIVE AUGUST 1, 2021.

	MOTION	SECOND	AYES	NAYES
MRS. JORDAN				
DR. MANN				
MR. FORBES				
MRS. HOLLIBAUGH				
MR. KARPUZI				

West Deer Twp. Police

MEMO

To:

Daniel Mator, Township Manager Robert J. Loper, Chief of Police

From: Subject:

Recommendation – Full Time Officer

Date:

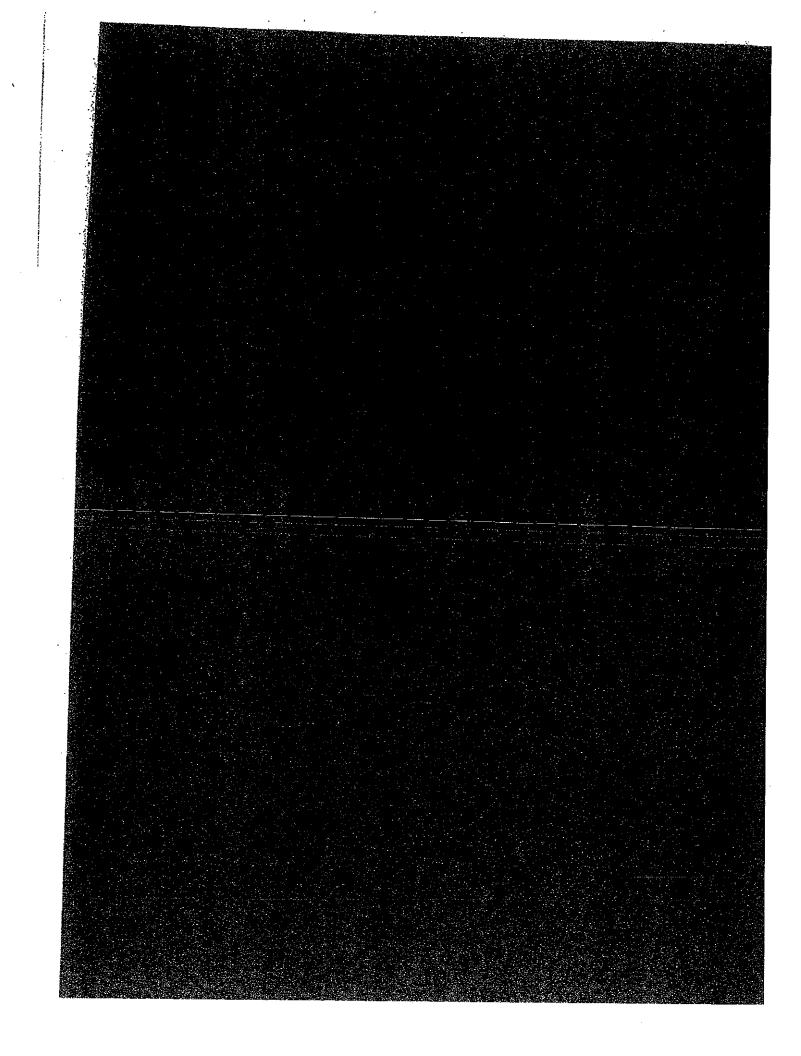
July 13, 2021

Mr. Mator,

With the retirement of Sgt. Bailey taking effect on July 31, 2021, I am recommending that the Board of Supervisors promote Part Time Police Officer Dominic Rigous to the position of Full Time Police Officer. This promotion will enable our department to maintain a compliment of 14 Full Time Police Officers, which includes myself. Dominic has been employed as a Part Time Officer since April 2019.

With the approval from the Board of Supervisors, a Full Time Police promotional testing process was administered in May 2021. A list was established from the results of this test. Officer Elza, who was ranked first, was promoted from this list on June 16, 2021. I am asking that Officer Rigous, who is ranked second on this current list, be promoted to Full Time Police Officer.

Please consider August 1, 2021 as the starting date.



AUTHORIZE ADVERTISEMENT: BIDS FOR SOLID WASTE / RECYCLING CONTRACT

THE	CONTRACT	BETWEEN	WEST	DEER	TOWNSHIP	AND	SHANK
WAS	TE SERVICE	WILL EXPIR	E ON D	ECEME	BER 31, 2021.		

MR. MATOR AND MR. ROBB...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF SEALED BIDS FOR THE GARBAGE/RECYCLING CONTRACT. BIDS WILL BE RECEIVED AND OPENED ON FRIDAY, OCTOBER, 2021 AT 3:00 P.M.

MOTION SECOND AYES NAYES

DR. MANN			
MR. FORBES		 	
MRS. HOLLIBAUGH	<u> </u>		
MRS. JORDAN		 	
MR. KARPUZI		 	

<u>AUTHORIZATION: DEER LAKES SCHOOL DISTRICT SERVICE</u> <u>AGREEMENT</u>

ATTACHED IS A COPY OF THE SERVICE AGREEMENT BETWEEN THE WEST DEER TOWNSHIP AND THE DEER LAKES SCHOOL DISTRICT FROM AUGUST 25, 2021 THROUGH JUNE 30, 2022.

THE SCHOOL BOARD WILL VOTE ON THE AGREEMENT AT THEIR MAY 2021 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.

	MOTION	SECOND	AYES	NA YE
MR. FORBES				
MRS. HOLLIBAUGH				
MRS. JORDAN				
DR. MANN				
MR. KARPUZI				

West Deer Twp. Police

MEMO

To: From: Daniel Mator, Township Manager Robert J. Loper, Chief of Police

Subject:

Service Agreement with Deer Lakes School

Date:

July 13, 2021

Mr. Mator,

Could you please place on the agenda for the July 21st 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 25, 2021 thru June 30 2022. Deer Lakes School District passed this agreement at its May 2021 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 18th day of May, 2021 ("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. <u>TERM AND TERMINATION</u>: 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. <u>INDEMNITY</u>: 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. <u>NOTICES</u>: 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. <u>ASSIGNMENT OF RIGHTS:</u> 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. <u>NO THIRD-PARTY BENEFICIARIES</u>: 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. <u>GOVERNMENTAL IMMUNITY</u>. 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. <u>NO FIDUCIARY RELATIONSHIP</u>: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the Parties hereto.
- 11. <u>COUNTERPARTS</u>: 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. <u>ENTIRE AGREEMENT; MODIFICATION</u>: 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. <u>SECTION HEADINGS</u>: 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. <u>SEVERABILITY</u>: 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. <u>CHOICE OF LAW</u>. 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
Ву:	By: June let Sile.
Name:	Name: Louis W. Buck
Title:	Title: Board President

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 2021-2022 academic school year beginning on August 25, 2021 and ending on the last student school day at Curtisville Primary Center.

Fees/Hourly Rate Payable: \$21.53 per hour worked during 2021 \$22.18 per hour worked during 2022

B. <u>East Union Intermediate Center:</u>

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 2021-2022 academic school year beginning on August 25, 2021 and ending on the last student school day at East Union Intermediate Center.

4. Fees/Hourly Rate Payable: \$21.53 per hour worked during 2021 \$22.18 per hour worked during 2022

C. <u>Deer Lakes Middle School</u>:

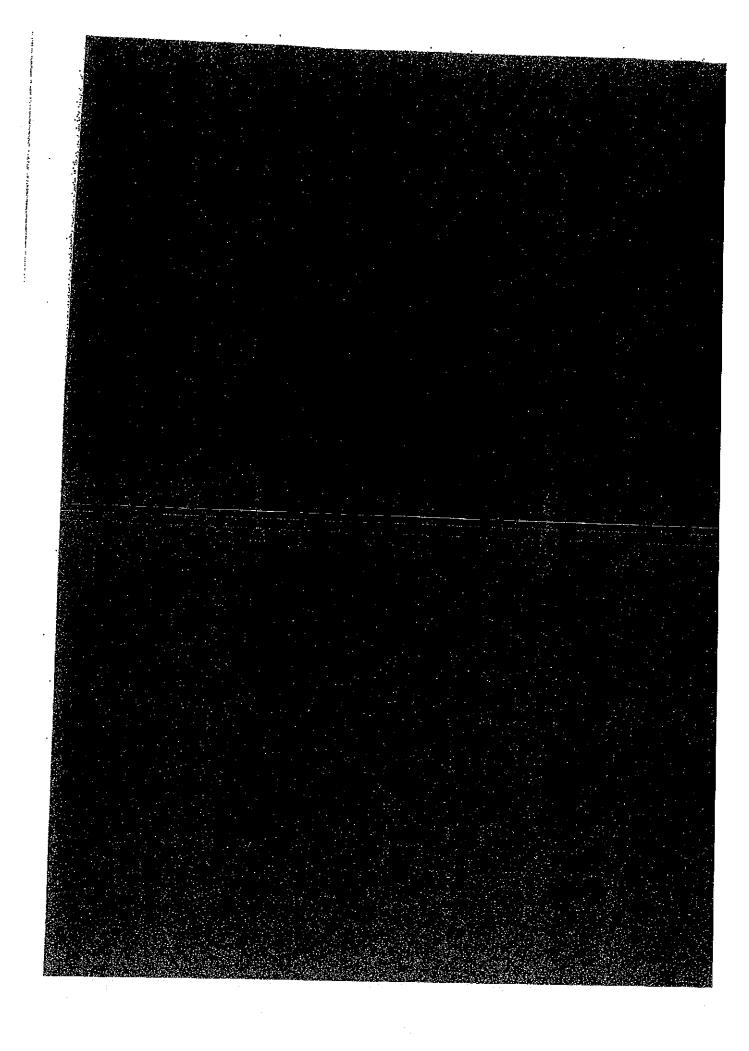
1. Officer: One part-time police officer

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 2021-2022 academic school year beginning on August 25, 2021 and ending on the last student school day at Deer Lakes Middle School.

4. Fees/Hourly Rate Payable: \$21.53 per hour worked during 2021 \$22.18 per hour worked during 2022

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 office 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: EASTVIEW FARMS FINAL SUBDIVISION PLAN

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE EASTVIEW FARMS FINAL SUBDIVISION PLAN AT THEIR JUNE 24, 2021 MEETING.

PROPERTY LOCATION: BAKERSTOWN CULMERVILLE ROAD

ZONING DISTRICT:

R-1 RURAL RESIDENTIAL

17-LOT SUBDIVISION:

LOTS TO MEASURE 21,780 SF TOTAL PARCEL TO MEASURE 17.54 ACRES

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE EASTVIEW FARMS - BAKERSTOWN CULMERVILLE ROAD PLAN OF LOTS SUBJECT TO FOLLOWING CONDITIONS:

- 1. ADDRESS AND MEET ALL REQUIREMENTS/COMMENTS ON MR. SHOUP'S LETTER DATED JUNE 23, 2021.
- PROCURE SEWAGE FACILITY PLANNING MODULE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE FINAL SUBDIVISION OF THE EASTVIEW FARMS PLAN OF LOTS AS PER THE RECOMMENDATION BY THE PLANNING COMMISSION WITH THE CONDITIONS PREVIOUSLY MENTIONED.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH		
MRS. JORDAN	 	
DR. MANN	 	
MR. FORBES		
MR. KARPUZI	 	
IVII (. I V (I (I OZ)	 	

July 15, 2021

Mr. Bill Payne West Deer Township 109 East Union Road Cheswick, PA 15024 Via Email

Re:

Eastview Farms

Final Subdivision (plans revised June 28, 2021)

Dear Mr. Payne,

I have reviewed the above-referenced final subdivision plan located in the R-1 Zoning District and the following comments should be considered.

- 1. Final covenants and Homeowners' Association documents should be submitted for review.
- 2. The applicant is further advised that any final subdivision approval, if granted by the Township, will be conditioned upon the applicant obtaining the following:
 - A. Pennsylvania Department of Transportation Highway Occupancy Permit(s)
 - B. Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module approval
 - C. Pennsylvania Department of Environmental Protection permitting for impacts to streams and/or wetlands, if any
 - D. NPDES General Permit from the Allegheny County Conservation
 District
 - E. Developer's Agreement with West Deer Township
 - F. Post Construction Stormwater Agreement with West Deer Township

A written response should be provided with any new submittals indicating how the above comments have been addressed.

Mr. Bill Payne July 15, 2021 Page 2

If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via email

Gavin Robb, via email Dorothy Moyta, via email Jodi French, via email Steven Victor, via email



West Deer Township Planning Commission Meeting Report for June 24, 2021

Project Name: **EASTVIEW FARMS: FINAL SUBDIVISION PLAN**

Property Location:

West Deer Township – Allegheny County

Zoned:

R-1 Rural Residential

Seeking approval for Eastview farms – Final Subdivision Plan

First motion by Mr. Bechtod and second motion by Mr. Banks to **RECOMMEND APPROVAL**, voting was unanimous, of the Eastview Farms – Final Subdivision Plan with the following conditions:

- 1. Address and meet all requirements/ comments on Mr. Shoup's letter dated June 23, 2021.
- 2. Procure sewage facility planning module.



June 30, 2021

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

Re: Eastview Farms

Revised Preliminary Subdivision

Dear Mr. Payne:

In response to Shoup Engineering's review letter dated June 23, 2021, we have the following responses:

1. The outline of the subdivision on the location map on Drawing Sheet VB100 is not accurate.

Response: The site outline has been corrected on the location map on Sheet VB 100

2. The word "planning" is misspelled in the planning module signature statement on Drawing Sheet VB100.

Response: Misspelled word of planning has been corrected.

3. The bearing and distance for the eastern property line of Lot 111 is missing on Drawing Sheet VB101.

Response: Bearing and distance has been added on the mentioned lot line on Sheet VB101.

4. The arc distance for the frontage of Parcel A along Eastview Drive is listed twice on Drawing Sheet VB101.

Response: The extra label of the curve has been removed.

5. It is unclear what the dashed line inside the open space (stormwater) parcel is. Is this the easement limit?

Response: The dashed line has been removed.

6. The zoning officer should review the building line shown for Lot 105 on Drawing Sheet VB101 to determine if a rear building setback line is needed.

Response: Item resolved, see Bill Payne's e-mail on June 23, 2021.

7. On Drawing Sheet VB101, the 20 feet wide private drainage easement should encompass the limits of the diversion berm. Also, a note should be added to the recording plan that the earthen diversion berm, located in the private drainage easement, cannot be disturbed or removed by the lot owners. Lastly, a typical cross section of the earthen berm should be provided with the detailed drawings.

Response: The private drainage easement limits has been revised to encompass the berm. A Note #5 has been added to Sheet VB101 to state no disturbance/removal allowed of the barn.

8. A note should be added to the recording plans prohibiting driveway access for Lots 110, 111, 112 and 115 to Bakerstown Culmerville Road.

Response: A note has been added to Sheet VB101.

9. Note 2 on Drawing Sheet 100 should refer to the site area as 17.5 acres rather than 15.7 acres.

Response: Item resolved, see revised Site Plan CS100 dated June 28, 2021.

10. On Drawing Sheet CG101, the stormwater pond fore bay floor is listed as elevation 1054. EW-3 and STMH-1 have top elevations at or below the floor elevation.

Response: Elevations have been corrected.

11. A typical detail of the yard drains should be provided.

Response: A yard inlet detail has been added to Sheet CS501.

12. The typical roadway detail on Drawing Sheet CS501 should show the ¾ inch 9.5mm initial Superpave wearing course. Also, the No. 1 aggregate thickness should be increased to 7 inches.

Response: Typical road detail has been revised to address this comment.

13. Final covenants and Homeowners' Association documents should be submitted for review.

Response: Final covenants and Homeowners' Association documents will be submitted under separate cover.

Eastview Farms Page 3 June 30, 2021

14. The cluster mailbox location should be identified on the plans.

Response: All sheets are reflecting new cluster mailbox unit.

- 13. The applicant is further advised that any final subdivision approval, if granted by the Township, will be conditioned upon the applicant obtaining the following:
 - A. Pennsylvania Department of Transportation Highway Occupancy Permit(s)
 - B. Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module approval
 - C. Pennsylvania Department of Environmental Protection permitting for impacts to streams and/or wetlands, if any
 - D. NPDES General Permit from the Allegheny County Conservation District
 - E. Developer's Agreement with West Deer Township
 - F. Post-Construction Stormwater Agreement with West Deer Township

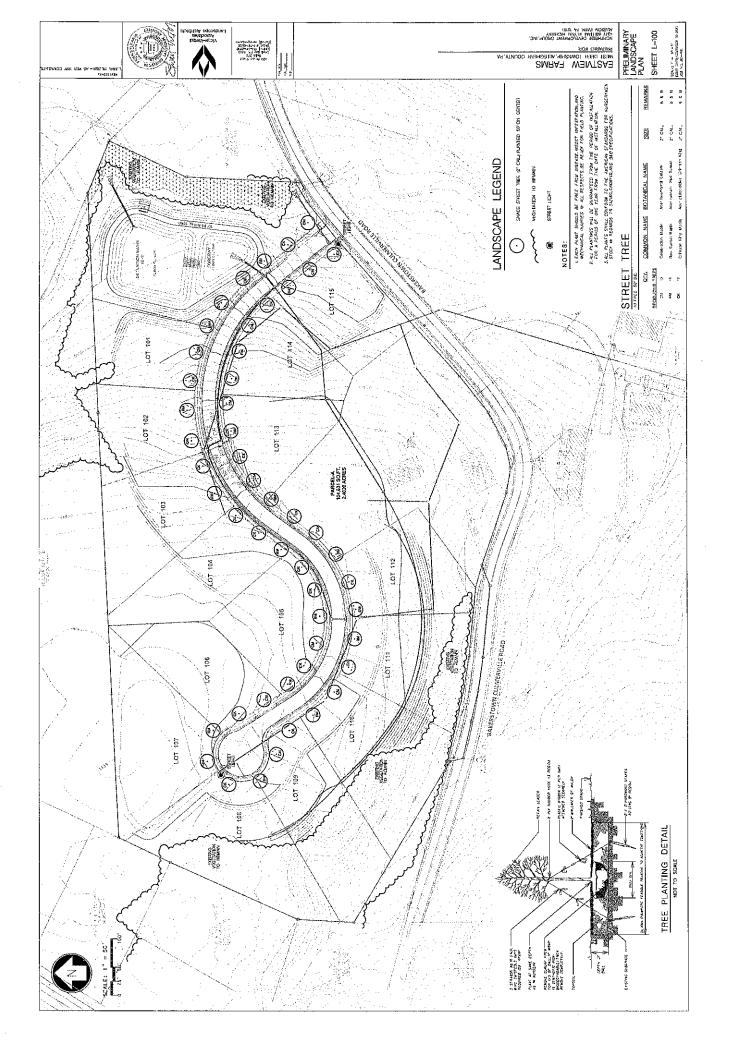
Sincerely,

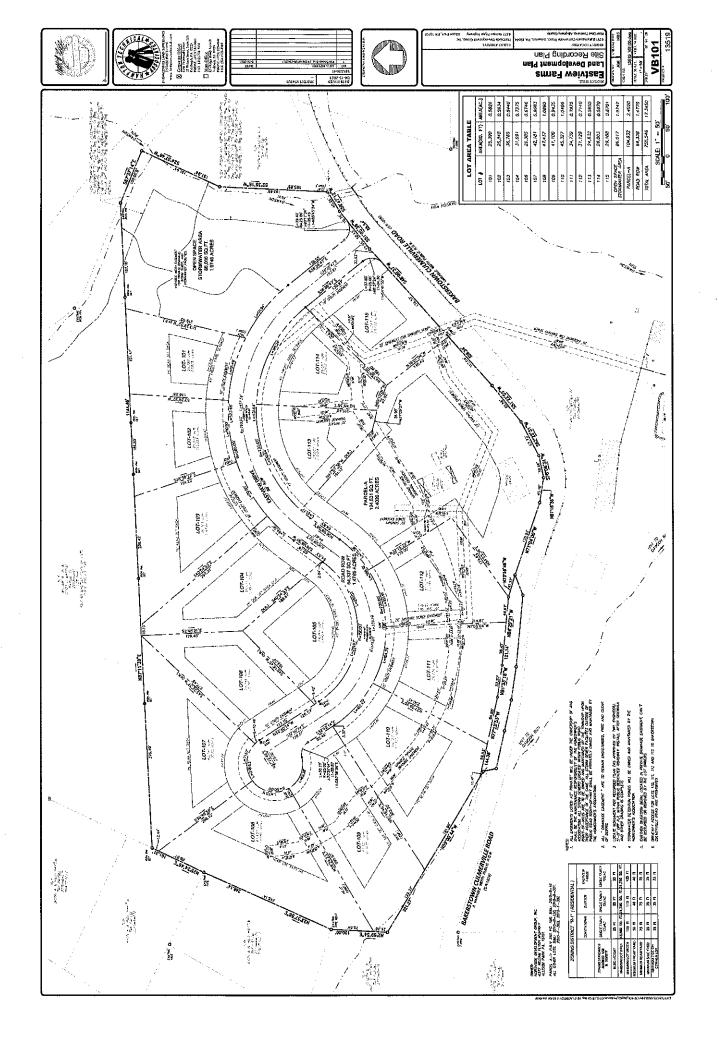
David A. Lucci

David A. Lucci, RLA Associate

Enclosures

cc: Richard Miller, Jr. Hampton Tech





329 Summerfield Drive, Baden PA 15005 Telephone: 724-869-9560 Email: info@shoupengineering.com

June 23, 2021

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

Via Email

Re:

Eastview Farms

Final Subdivision (plans dated May 28, 2021)

Dear Mr. Payne,

I have reviewed the above-referenced final subdivision plan located in the R-1 Zoning District and the following comments should be considered.

- 1. The outline of the subdivision on the location map on Drawing Sheet VB100 is not accurate.
- 2. The word "planning" is misspelled in the planning module signature statement on Drawing Sheet VB100.
- 3. The bearing and distance for the eastern property line of Lot 111 is missing on Drawing Sheet VB101.
- 4. The arc distance for the frontage of Parcel A along Eastview Drive is listed twice on Drawing Sheet VB101.
- 5. It is unclear what the dashed line inside the open space (stormwater) parcel is. Is this the easement limit?
- 6. The zoning officer should review the building lines shown for Lot 105 on Drawing Sheet VB101 to determine if a rear building setback line is needed.
- 7. On Drawing Sheet VB101, the 20 feet wide private drainage easement should encompass the limits of the diversion berm. Also, a note should be added to the recording plan that the earthen diversion berm, located in the private drainage easement, can not be disturbed or removed by the lot owners. Lastly, a typical cross section of the earthen berm should be provided with the detailed drawings.
- A note should be added to the recording plans prohibiting driveway access for Lots 110,
 111, 112 and 115 to Bakerstown Culmerville Road.
- 9. Note 2 on Drawing Sheet 100 should refer to the site area as 17.5 acres rather than 15.7 acres.

- On Drawing Sheet CG101, the stormwater pond forebay floor is listed as elevation 1054.
 EW-3 and STMH-1 have top elevations at or below the floor elevation.
- 11. A typical detail of the yard drains should be provided.
- 12. The typical roadway detail on Drawing Sheet CS501 should show the 3/4 inch 9.5mm initial superpave wearing course. Also, the No. 1 aggregate thickness should be increased to 7 inches.
- Final covenants and Homeowners' Association documents should be submitted for review.
- 14. The cluster mailbox location should be identified on the plans.
- 15. The applicant is further advised that any final subdivision approval, if granted by the Township, will be conditioned upon the applicant obtaining the following:
 - A. Pennsylvania Department of Transportation Highway Occupancy Permit(s)
 - B. Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module approval
 - C. Pennsylvania Department of Environmental Protection permitting for impacts to streams and/or wetlands, if any
 - D. NPDES General Permit from the Allegheny County Conservation District
 - E. Developer's Agreement with West Deer Township
 - F. Post Construction Stormwater Agreement with West Deer Township

A written response should be provided with any new submittals indicating how the above comments have been addressed.

If you should have any questions, please do not hesitate to contact me at your convenience. Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via email
Gavin Robb, via email
Dorothy Moyta, via email
Jodi French, via email
Steven Victor, via email

PRELIMINARY SUBDIMISION PLANS FOR EASTVIEW FARMS

WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

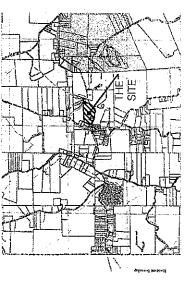
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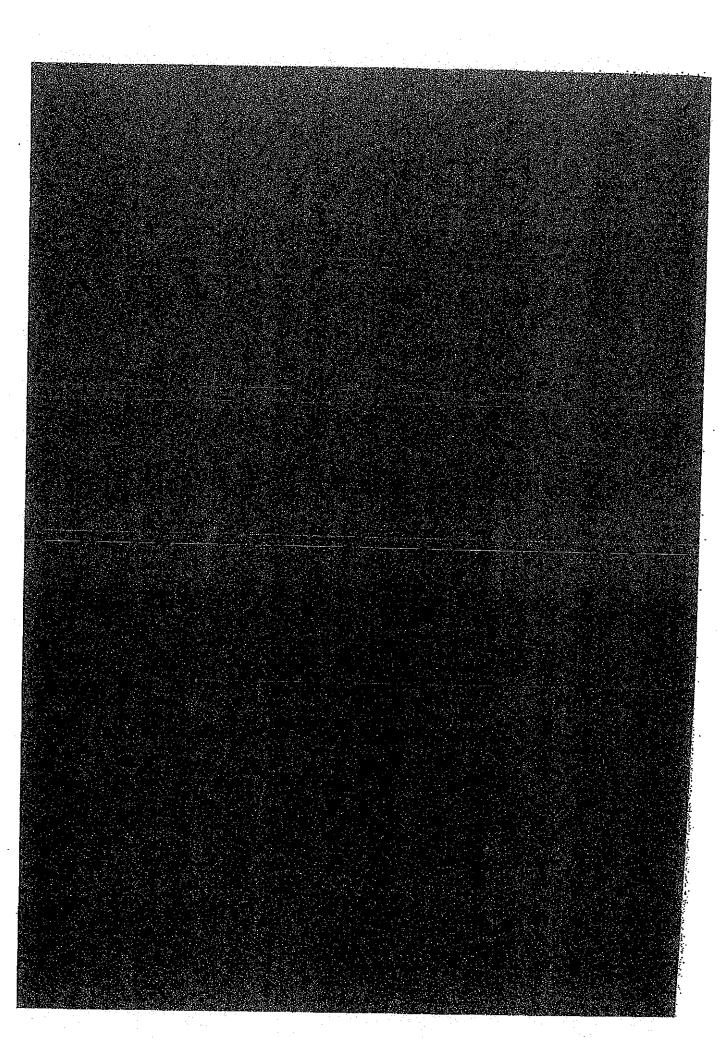
DRAWING SCHEDULE

SHEET 0-000 0-100 0-200 0-200 0-400 0-700 0-700 0-200



OVERALL SUBDIVISION PLAN

LOCATION MAP



AUTHORIZATION: HIRING OF PART-TIME POLICE OFFICERS

THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LOPER RECOMMENDING THE HIRING OF JEFFERY YARUSSO AND BRET VULAKOVICH FOR THE POSITIONS OF PART-TIME POLICE OFFICERS.

SATISFACTORY BACKGROUND CHECKS WERE PERFORMED ON THE APPLICANTS.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO HIRE JEFFREY YARUSSO AND BRET VULAKOVICH AS PART-TIME POLICE OFFICERS OF WEST DEER TOWNSHIP, CONTINGENT UPON THEIR COMPLETION OF ALL THE NECESSARY STEPS TO OBTAIN CERTIFICATION FROM THE PA MUNICIPAL OFFICERS TRAINING COMMISSION.

	MOTION	SECOND	AYES	NAYE:
MRS. JORDAN				
DR. MANN				
MR. FORBES MRS. HOLLIBAUGH				
MR. KARPUZI				
 -				

West Deer Twp. Police

MEMO

To:

Daniel Mator, Township Manager Robert J. Loper, Chief of Police

From: Subject:

Hiring of Part Time Officer

Date:

July 13, 2021

Mr. Mator,

Due to the recent promotion of Officer Trevor Elza to Full Time Police Officer, a vacancy has developed in our Part Time Police ranks.

I recommend that we replace this Part Time Police position during the July 21st Board of Supervisors meeting so the new officer can be trained as soon as possible.

An interview was held Thursday, July 8th, and I am recommending to the Board of Supervisors that we hire Jeffrey Yarusso for the position of Part Time Police Officer.

Jeffrey is a graduate of Sachem North High School located in Long Island New York and also Lackawanna College Police Academy.

A background check was performed on Jeffrey Yarusso and nothing was found that would prevent him from working with our department. I would like to recommend to the Board of Supervisors to hire Jeffrey Yarusso as a Part Time Officer with the West Deer Township Police Department. Jeffrey is employed as a Part Time Officer with Indiana Township Police Department, therefore he has obtained his certification from the Pennsylvania Police Training Commission, and is able to begin training immediately following his approval for hire by the Board of Supervisors.

West Deer Twp. Police

MEMO

To:

Daniel Mator

From:

Robert J. Loper, Chief of Police

Subject:

Hiring of Bret Vulakovich

Date:

7/14/2021

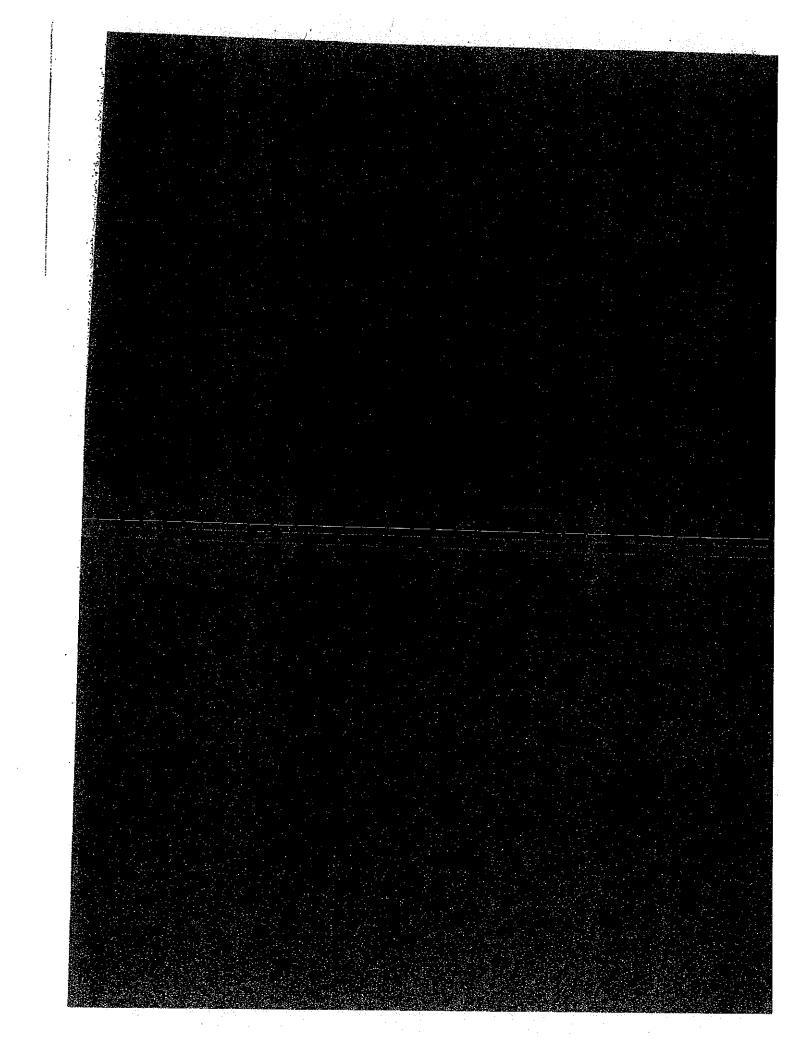
Mr. Mator:

Due to recent changes within the department, we are in need of a parttime police officer. The hiring of this officer will allow the police department to operate at its compliment, and operate more efficiently.

I am recommending to you the hiring of Mr. Bret Vulakovich as a part time police officer at the Board of Supervisors Meeting to be held on Wednesday July 21, 2021.

Mr. Vulakovich was interviewed on July 13, 2021. He is a current part-time police officer employed with Etna Borough. Mr. Vulakovich is a graduate of Butler High School, and also obtained an Associate's Degree in Criminal Justice from Butler Community College.

Mr. Vulakovich has already obtained his certification through the Municipal Police Officer's Training Commission and will be eligible to begin his training immediately following the approval of the Board of Supervisors for his hiring.



AUTHORIZATION: SALE OF POLICE CAR

THE TOWNSHIP ADVERTISED FOR THE SALE OF THE 2014 DODGE CHARGER PURSUIT AWD. COLOR: WHITE. MILEAGE: APPROX: 46,500 – AS-IS CONDITION.

SEALED BIDS WERE RECEIVED AND OPENED ON JULY 8, 2021 AT 2:00 PM.

THE FOLLOWING BIDS WERE RECEIVED:

1) Yousef Dabbagh	\$5,350.00
2) Bayridge Motors Inc	\$4,289.00
3) Chicago Motors Inc	\$4,207.00
4) Emergency Remarketing	\$1,889.14

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE SALE OF THE 2014 DODGE CHARGER PURSUIT AWD TO YOUSEF DABBAGH IN THE AMOUNT OF \$5,350.00 AS-IS CONDITION.

MOTION SECOND AYES NAYES

DR. MANN	 		
MR. FORBES	 		
MRS. HOLLIBAUGH	 	·	
MRS. JORDAN			
MR. KARPUZI			

Yousef Dabbagh

Yousef Dabbagh 2438 Fen View Circle Island Lake, IL 60042

Phone 773 715 3673,

Email:

ydabba2@yahoo.com

"SEALED BID FOR 2014 DODGE CHARGER" Daniel J. Mator, Jr. Township Manager West Deer Township Building 109 East Union Road, Cheswick, PA 15024

Bids on 2014 Dodge Charger = \$ 5350

West Deer Township is accepting sealed bids for the sale of the following vehicle AS IS CONDITION:

1) 2014 Dodge Charger Pursuit AWD 5.7 V* Hemi MDS VVT Engine. Color/white. Mileage: Approx. 46,500.

Sealed bids will be received until Thursday, July 8, 2021 at 2:00 p.m. and opened shortly thereafter at the West Deer Township Building located at 109 East Union Road, Cheswick, PA 15024. Envelopes must be clearly marked, "SEALED BID FOR 2014 DODGE CHARGER".

For inquiries or to view, contact the Police Department at 724-265-1100. The Township reserves the ight to reject any and all bids.

Bayridge Motors Inc.

Bay Ridge Motors, Inc



Fax

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Fax:		Date:	6/15/7	
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Chicago Motors Inc.

CHICAGO—— MOTORS INC.

2553 W. CHICAGO AVENUE CHICAGO, ILLINOIS 60622

DATE: 6-97-2021
ATTENTION: Danial J. Mator JR.
Township Manager

Dear Sir/Madam

Our bid for Vehicle/Vehicles is as under:

If you have any question feel free to contact us, also please kindly let us know the bid results and keep us posted for future bids.

Hauf Ghaniwale HANIFO Chicagomotors. com

Telephone (800) 942-0005 (773) 235-6500 FAX: (773) 235-9670

Emergency Remarketing

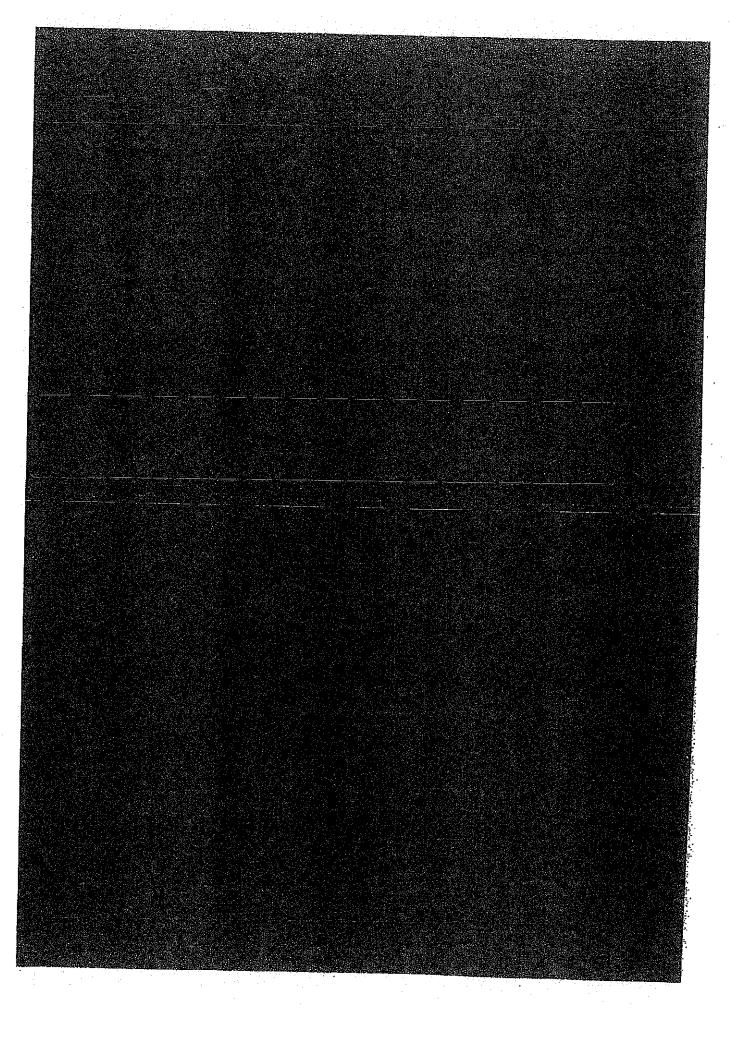


Our bid:

2014 Dodge Charger \$1889.14

Thank You,

Brett Patti President Emergency Remarketing 38130 Airport Pkwy #3 Willoughby Oh 44094 216-965-6999 Brett6999@gmail.com



AWARD: DEMOLITION CONTRACT

AFTER FOLLOWING PROPER PROCEDURES, THE BOARD AUTHORIZED THE ADVERTISEMENT OF THE DEMOLITION OF THE STRUCTURE LOCATED AT 438 & 437 ALDER STREET TARENTUM, PA 15084.

LOT/BLOCK # 2012-S-102 (438 ALDER) & 2012-S-106 (437 ALDER) OWNER OF 438 ALDER: RALPH & YVONNE PATRICK(DECEASED) OWNER OF 437 ALDER: RALPH & EDITH PATRICK (DECEASED)

THE PROJECT WAS ADVERTISED AND SEALED BIDS WERE RECEIVED UNTIL 10:00 A.M. ON WEDNESDAY, JULY 14, 2021, AT WHICH TIME THEY WERE OPENED AND READ ALOUD.

THE FOLLOWING BIDS WERE RECEIVED:

		<u>438 ALDER</u>	<u>437 ALDER</u>	<u>TOTAL</u>
4.				
	Orban's Landscaping LLC		\$1,875.00	\$6,000.00
	Ron Gillette, Inc		\$2,600.00	\$6,500.00
	Drum Excavation & Demo		\$4,500.00	\$7,500.00
	CAUTELA Enterprises, LLC		\$7,000.00	\$14,000.00
	McKinney Excavating		\$7,900.00	\$16,600.00
	Myers Demolition & Excavating		\$8,850.00	\$17,600.00
7)	Robert I Fisher	\$20,600.00	\$9,300.00	\$29,900.00

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE DEMOLITION PROJECT TO	FOR
THE STRUCTURE AT THE PROPERTY LOCATED AT 438 ALDER	
STREET AND 437 ALDER STREET IN TARENTUM, PA 15084 IN T	ΉE
TOTAL AMOUNT OF	

MOTION SECOND AYES NAYES

MR. FORBES			
MRS. HOLLIBAUGH			
MRS. JORDAN		 	
DR. MANN			
MR. KARPUZI		 	
IVIIN. NAINEUZI		 	

Orban's Landscaping LLC

Orban's Landscaping LLC

P.O. Box 565

Indianola, PA 15051-0565 Zack: 412-973-5114

Email: zorban@orbanslandscaping.com

Tyler: 412-589-2731 Email: torban@orbanslandscaping.com

HIC PA#132655



Customer Name: West Deer Township

Address: 437/438 Alder St. Tarentum, PA 15084

Proposal Date: 7-1-2021

Project Title:

Overview of Work:

Description	Quantity	Rate	Total
438 Alder St.			\$4125.00
Demo existing burned building and haul away all debris. Cap off utilities. Backfill foundation with clean fill and rough grade with proper slope to allow proper drainage. Install seed on area and cover with straw. *Asbestos Abatement is not included in proposal.			
437 Alder St.			\$1875.00
Demo existing burned building and haul away all debris. Cap off utilities. Backfill foundation with clean fill and rough grade with proper slope to allow proper drainage. Install seed on area and cover with straw. *Proposed price is with building not containing Asbestos. Asbestos Abatement is not included in proposal.			
The state of the s			
		Subtotal	\$6000.00
		Tax(7%)	
		Total	\$6000.00

Terms and Conditions

"You" and "Your" refer to the customer and everyone associated with them "Our", "Ours", "We" and "Us" refer to Orban's Landscaping, LLC and everyone associated with them

Accessibility: In order for us to perform the required services for you in a cost effective way and for the proposed price quoted in this proposal, you agree to permit free and timely access to the necessary areas of your site to perform the required services.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this proposal.

Permits: Unless otherwise required by law, you agree to obtain and pay for all costs that are in connection with obtaining any necessary permits for the services provided in this proposal.

Agreement: By signing this document the customer is agreeing to the proposed work along with the terms and conditions. This proposal expires (30) days from the date listed, unless signed and agreed on prior to the expiration date, in which this document forms a contract. Project start and completion dates are to be discussed after the agreement of the document. A deposit check will be needed before work begins.

Limited Warranty: We warrant that our workmanship on the installation shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will replace any work that fails as a result of improper installation. This warranty shall not apply if the material fails due to accident, abuse, alteration, misuse, or acts of nature including, but not limited to, flood, extended period of freeze or drought. This warranty does not include damage due to vandalism, Acts of God, or improper use by any party other then Orban's Landscaping, LLC. We do not warranty any products that we had purchased to complete the installation. You acknowledge that we are not the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment.

Excavation/Dig Clause: This proposal does not include the cost to remove hazardous or rock material in ledges, bedding deposits, and un-stratified masses which would require additional equipment and/or a hammer attachment to remove. This also does not include removal or rerouting of any underground utilities such as (sewer, water, gas, electric) that are not related to customers property.

Concealed Conditions: Concealed Conditions, such as underground utilities, invisible fence, buried cables, irrigation, rock, debris, poor drainage situations, etc., that are not apparent at the time of providing the proposal, may cause additional costs over the proposed amount.

Extra Work: Unless otherwise stated in this proposal, this proposal does not include repairs to any system(s), the modification or installation of materials outside the line items, or service calls requested by you. If a request is made, you will be charged for these services at our rates.

Work Performed by Others: Unless otherwise stated in this proposal, we will only be responsible for work that is performed by us, and not that of others.

Site Damage: We accept the responsibility to repair any physical damage to your site that has been directly cause by us during installation of the project.

Contractor's Registration Number: Orban's Landscaping, LLC's Contractor's Pennsylvania Home Improvement Registration Number is PA #132655.

Customer Signature:	
Date:	
Deposit Check Amount:	
Deposit Check #:	

Ron Gillette, Inc.

Ron Gillette, Inc. 900 Olive Avenue Natrona Heights, PA 15065



Phone: 724-226-1222
Fax: 724-226-3166
Penn Dot BP #00-5846
PA Contractors #059490

July 13, 2021

West Deer Township 109 East Union Road Cheswick, PA 15024

To Whom It May Concern:

Attached is our bid for the demolition of 437 and 438 Alder Street. Bid Bond and insurance certificate are enclosed as well.

Respectfully,

Ron Gillette, Inc. EIN 25-1620902

15065

Bid Demolition Bid Packet for 438 Alder Street PA

Funding: From Township Demo Budget



Scoue:

- Remove/properly dispose of burned building and all its contents.
- Remove and dispose of all loose debris around house and yard.
- 3. All utilities to be removed and/or capped per utility company standards within 15' from the street. All utilities approximate locations to be marked after final grading. Foundation to be back filled with clean fill only and rough graded in such a way that after settling there is not an area that standing water can pool.
- 4. All capped utilities will need to be inspected by the Township prior to burying.
- 5. Prior to backfilling the Township must inspect site to ensure all debris has been removed properly.
- 6. Any disturbed areas must be seeded and covered with erosion control material such as straw.
- Asbestos testing has been performed and determined that NO ASBESTOS ABATEMENT IS REQUIRED.
- Lot shall be regraded where needed to make a mow-able area.
- Bond or equivalent shall be provided to the Township prior to start of work.
- 10. Birds for hand demolition will not be accepted.

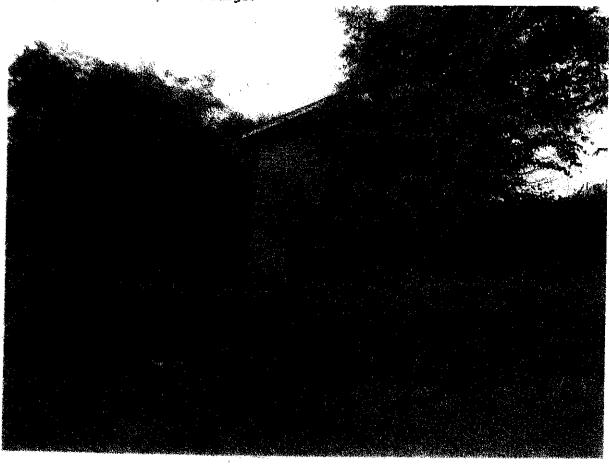
Sealed Bids will be opened on July 14th at 10am.

Demolition to be started no earlier than August 1, 2021, and to commence later than October 1, 2021. Project shall be completed within 30 days of start date.

To demolish the above listed property at 438 Alder Street, West Deer Township per the specs listed above, for the sum of \$3,900.00.

Add/Alternative Bid 437 Alder Street

Funding: From Township Demo Budget



Scope.

- Remove/properly dispose of abandoned building and any contents.
- Remove and dispose of all loose debris around house and yard.
- 3. All utilities to be removed and/or capped per utility company standards within 15' from the street. All utilities approximate locations to be marked after final grading. Foundation to be back filled with clean fill only and rough graded in such a way that after settling there is not an area that standing water can pool.
- 4. All capped utilities will need to be inspected by the Township prior to burying.
- 5. Prior to backfilling the Township must inspect site to ensure all debris has been removed properly.
- 6. Any disturbed areas must be seeded and covered with erosion control material such as straw.
- 7. Home is gutted and only has drywall in one room.
- 8. Asbestos testing has been performed and results are pending, please bid as if there were no asbestos contained. If any asbestos is found I will be remediated or contained prior to demolition.
- Lot shall be regraded where needed to make a mow-able area.
- 10. Bond or equivalent shall be provided to the Township prior to start of work.
- 12. Rids for hand demolition will not be accepted.

Sealed Bids will be opened on July 14th at 10am.

Demolition to be started no earlier than August 1, 2021, and to commence later than October 1, 2021. Project shall be completed within 30 days of start date.

To demolish the above listed property at 437 Alder Street, West Deer Township per the specs listed above, for the sum of \$2,600.00



Liberty Mutual Surety Attention: LMS Claims P.O. Box 34526 Seattle, WA 98124 Phone: 206-473-6210 Fax: 866-548-6837

Email: HOSCL@libertymutual.com www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRE	ESENTS, That we, Ron Gillette Inc.	THE CHANGE I I I I I I I I I I I I I I I I I I I
of 900 Olive Avenue, Natrona Heights, PA	A 15065	
(hereinafter called the Principal) as Principal,	and The Ohio Casualty Insurance Company	, with its
principal office in the City of Boston	, Massachusetts	(hereinafter called the
Surety), as Surety, are held and firmly bound	unto West Deer Township	
of 109 East Union Road, Cheswick, PA 18	5024	
(hereinafter called the Obligee) in the penal su	nm of Ten Percent of Bid Amount	
	Dollars 10% of Bio	Amount lawful money of
the United States, for the payment of whic administrators, successors and assigns.	h sum well and truly to be made, we bind ourse	lves, our heirs, executors,
THE CONDITION OF THIS O	BLIGATION IS SUCH, that whereas, the Prin	ncipal has submitted the
accompanying bid dated July 14, 2021	for Demolition of 438/437 Alder Street,	Tarentum, PA 15084
enter into a contract with said Obligee in a performance thereof within the time specified the Principal shall, in the case of failure so t	shall make any award according to the terms of said accordance with the terms of said bid and provid; or if no time is specified within thirty days after to do, indemnify the Obligee against any loss the Og the penalty of this bond, then this obligation shall	de a bond for the faithful he date of said award; or if Obligee may suffer directly
Signed, sealed and dated: July 14, 2021		
(Sept of INSUPPLIED OF INSUPPL	Ron Gillette Inc. Principal By: The Ohio Casualty Insurance Company By: The Ohio Casualty Insurance Company	
	Russeli W. Gibson	(Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Ron Gillette Inc.

Agency Name; PENN WESTERN BONDING, LLC

Bond Number: BID-0009811

Obligee: West Deer Township

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Russell W. Gibson in the city and state of WEXFORD, PA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

The Ohio Casualty Insurance Company

By

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

bond and/or Power of Attorney (POA) verification inquiries, ise call 610-832-8240 or email HOSUR@libertvmutual.com

For bond an please call 6

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

1, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 14th day of July



Renee C. Llewellyn, Assistant Secretary

2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

RODUCER	· · · · · · · · · · · · · · · · · · ·			cate holder in lieu of such	CONTAC NAME:		ellaire	•				
	surance Group, Inc.				PHONE	(412) 92			FAX	(412) 92	22-5117	
_	Foster Plaza V				PHONE (A/C, No. E-MAIL ADDRES	Ext): (712) 54	-1001		(A/C, No):	1712/02	VIII	
51 Holida					ADDRES					· т		
ittsburgh				PA 15220		DMI DA	National Mutu	RDING COVERAGE			NAIC# 14990	
SURED				TA 10220	INSURER	DNU Day	nn National Se				32441	
	Ron Gillette, Inc.			•	INSURER		III Mattorial Qu	Curity IIIa OO			02441	
	900 Olive Ave.				INSURER				· · · · · · · · · · · · · · · · · · ·			
	Sou Clive Ave.				INSURER							
	Natrona Heights			PA 15065	INSUREF			 				
OVERAC		FIEDO	ATE	NUMBER: CL208263723	INSURER	tF:		REVISION NUM	10 E D.			
THIS IS T INDICATE CERTIFIC EXCLUSI	O CERTIFY THAT THE POLICIES OF I ED. NOTWITHSTANDING ANY REQUI CATE MAY BE ISSUED OR MAY PERTA ONS AND CONDITIONS OF SUCH PO	NSUF REME AIN, TI LICIE	ANCE NT, TE HE INS S. LIM	E LISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	I ISSUED CONTRA E POLICIE I REDUCI	CT OR OTHER ES DESCRIBEI ED BY PAID CL	RED NAMED AI DOCUMENT \ DHEREIN IS S AIMS.	BOVE FOR THE P	OLICY PERI O WHICH TH			
R R	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		PÖLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	•		
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	CLAIMS-MADE OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$ 100,0	00	
. ⊢-				01 00057000		00/07/0000		MED EXP (Any one	person)	\$ 5,000		
	•]	CL90657928		08/27/2020	08/27/2021	PERSONAL & ADV	INJURY	\$ 1,000		
-	AGGREGATE LIMIT APPLIES PER:			,				GENERAL AGGREC		\$ 2,000		
	OLICY JECT LOC THER:				: 1			PRODUCTS - COM		\$ 2,000,000 \$		
	JOBILE LIABILITY							COMBINED SINGLI (Ea accident)	ELIMIT	\$ 1,000	,000	
X	NYAUTO		. :					BODILY INJURY (Po	er person)			
0	WNED SCHEDULED			AU90657928		08/27/2020 0	0 08/27/2021	BODILY INJURY (Po				
H	UTOS ONLY IRED UTOS ONLY AUTOS ONLY							PROPERTY DAMAG	GE .	\$		
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u	MBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$ ·		
E	XCESS LIAB CLAIMS-MADE							AGGREGATE		\$		
	ED RETENTION \$									\$		
	ERS COMPENSATION MPLOYERS' LIABILITY							➤ PER STATUTE	OTH- ER			
	OPRIETOR/PARTNER/EXECUTIVE R/MEMBER EXCLUDED?	N/A		WC90657928		08/27/2020	08/27/2021	E.L. EACH ACCIDE	NT	_{\$} 100,0	00	
(Manda	tory in NH)			7700007.020		00/2//2020	00/2//2020 00	00/2//2020	E.L. DISEASE - EA	EMPLOYEE.	_{\$} 100,0	00
DESCR	escribe under IPTION OF OPERATIONS below							E.L. DISEASE - PO	LICY LIMIT	_{\$} 500,0	00	
Garac	gekeepers							Comp Deductible	e T	500/2	2,500	
Limit	•			AU90657928		08/27/2020	08/27/2021	Coll Deductible		500		
SCRIPTION vidence o	N OF OPERATIONS / LOCATIONS / VEHICLE f Insurance	S (AC	ORD 1	l 01, Additional Remarks Schedule,	may be att	ached if more sp	ace is required)					
								i				
ERTIFIC	ATE HOLDER			100	CANC	ELLATION						
								SCRIBED POLICI , NOTICE WILL B			BEFORE	
	West Deer Township		1					PROVISIONS.				
	109 East Union Rd					·						
	100 Fact Amont Ltd				AUTHOR	ZED REPRESEN	ITATIVE					
	Cheswick			PA 15024				mara J Beeni	Y a			

Drum Excavation & Demo

I have composed our bid for the demo on 437-438 Alder below.

438 Alder:

Removal of structure and block leaving just dirt dirt will be hauled in to fill hole grass will be plant and straw will be thrown to create mowable area all utilities will be capped off as requested by municipality all utilities will be marked after demo completion cost: \$3000.00

437 Alder:

removal of structure and block leaving just dirt dirt will be hauled in to fill hole grass will be planted and straw will be thrown to create mowable area all utilities will be capped as requested by municipality all utilities will be marked after demo completion cost: \$4500.00

**437 Alder is bid as if there is no asbestos

Thank you for considering Drum Excavation and Demo.

Shawn Drum 724-591-0227

CAUTELA Enterprises, LLC



412-770-5173

135 Lee Ann Ct Pittsburgh, PA 15239 PA147110

Proposal

Project: Alder St. Demolitions	
Date: (Start date to be scheduled)	
To: West Deer Borough	
Scope of work:	
-Demolition and removal of debris of 438 Alder St. Price: \$7,000	
-Demolition and removal of debris of 437 Alder St. Price: \$7,000	
-Cut and cap water and sewer	
-Asbestos to be removed prior to demolition by owner	
-Equipment, tools, and skilled labor to perform all work	
Total Price:	
Fourteen thousand and zero cents \$14,000	0.00
All work to be performed by Cautela Enterprises, LLC. in a wo	rkmanlike manner
according to standard practice. Contractor is fully covered by I	_iability Insurance.
Signature: Date:	
Mauro Cautela, Owner	
Acceptance of Proposal:	
The above prices, conditions and specifications are hereby ac	cepted. You are
authorized to perform the work as stated. Payment due upon	completion of job.
Proposal may be withdrawn if not accepted within 30 days.	
Signature:	
Name/Title: Date:	<u> </u>

McKinney Excavating & Contracting LLC

McKinney Excavating & Contracting LLC

105 Linda Lane Valencia Pa, PA 16059 US (724) 831-9312 shane.mckinney51@yahoo.com



Estimate

ADDRESS 438 Alder St **ESTIMATE #** 1156 **DATE** 07/14/2021

Mebilization	Excavator with thumb, Tracked skidloader	1	300.00	300.00
Excavation	Demolition of 438 Alder st , Remove all debris from lot , backfill with clean fill	1	7,000.00	7,000.00
Excavation	Cap utilities	1	900.00	900.00
Restoration	Straw blow any areas disturbed	1	500.00	500.00
Alternative 1	437 Alder	1	0.00	0.00
Excavation	Demolition of 437 Alder st , Remove all debris from lot , Backfill with clean fill	1	6,500.00	6,500.00
Excavation	Cap utilities	1	900.00	900.00
Restoration	Straw blow any areas disturbed	1	500.00	500.00

TOTAL

\$16,600.00

Accepted By

Accepted Date

McKinney Excavating & Centracting LLC

105 Linda Lane Valencia Pa, PA 16059 US (724) 831-9312 shane.mckinney51@yahoo.com



Estimate

ADDRESS 438 Alder St **ESTIMATE #** 1156 **DATE** 07/14/2021

jes, 4 기회 : 영화기 경우인	Mebilizatien	DESCRIPTION Excavator with thumb , Tracked skidloader	1	300.00	300.00
	Excavation	Demolition of 438 Alder st, Remove all debris from lot, backfill with clean fill	1	7,000.00	7,000.00
Excavation	Cap utilities	1	900.00	900.00	
Restoration	Straw blow any areas disturbed	1	500.00	500.00	
***********		TOTAL		\$8	,700.00

Accepted By

Accepted Date

McKinney Excavating & Contracting LLC

105 Linda Lane Valencia Pa, PA 16059 US (724) 831-9312 shane.mckinney51@yahoo.com



Estimate

ADDRESS 437 Alder St **ESTIMATE #** 1156 **DATE** 07/14/2021

Exc	avation	Demolition of 437 Alder st , Remove all debris from lot , backfill with clean fill	1	6,500.00	6,500.00
.Exc	avation	Cap utilities	1	900.00	900.00
Res	steration	Straw blow any areas disturbed	1	500.00	500.00
***************************************	.4	TOTAL	 	\$7	',900.00

Accepted By

Accepted Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).													
PRO	DUCE	R						CONTACT Chuck Weisenborn						
Heb	erlin	ig Insurance Servi	ices					PHONE (724) 933-7220 FAX (A/C, No): (724) 933-7255 E-MAIL E-MAIL						
261	1 Nic	cholson Road						E-MAIL ADDRE	88·			V 1		
								ADDRE		SIREPISI ACCO	DING COVERAGE			NAIC#
Sev	rickle	ev					PA 15143-8504	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Penn National Mutual Insurance Company					WAIO #	
INSU		· · · · · · · · · · · · · · · · · · ·						INSURE	Drinketra	et Mutual Insu	rance Company	-		
		McKinnev	Exc	avating & Contra	etina.	LLC						·		
		105 Linda		•				INSURER C:						
		100 211102		•				INSURER D:						
		Valencia					PA 16059	INSURE		· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·
							INSURE	RF:	 	DEMON MUSA	DED.			
COVERAGES CERTIFICATE NUMBER: CL2033013190 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD														
IN	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,													
							ITS SHOWN MAY HAVE BEEN				ODUCOT TO ALL TI	ie reidio,		
INSR		TYPE OF I	NSUR	ANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
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		CLAIMS-MADI	E [OCCUR							DAMAGE TO RENTE PREMISES (Ea occur	D	\$ 100,	000
			_ <u></u>				,				MED EXP (Any one p	TOTAL TOTAL	\$ 5,00	0
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	×	PRO- POLICY PRO- LOC		LOC	ŀ						PRODUCTS - COMP			0,000
	-	OTHER:	ě1								PROBECTO - COMP.		\$	
	AUT	FOMOBILE LIABILITY	,		 						COMBINED SINGLE	LIMIT	\$ 300,	000
		ANY AUTO									(Ee accident) BODILY INJURY (Per	person)	\$	
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	HIRED AUTOS NON-OWNED								PROPERTY DAMAGE		\$			
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				CLAIMS-MADE	ł						AGGREGATE		\$	· · · · · ·
	WOR	DED RETEI		N \$		\vdash					X PER STATUTE	OTH- ER	\$	
	AND	EMPLOYERS' LIABI	LITY	Y/N									e 100,	000
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	If ves	idatory in NH) s, describe under									E.L. DISEASE - EA EI	-	F00	
	DES	CRIPTION OF OPERA	ATION	IS below		 					E.L. DISEASE - POLI Limit:	CYLIMIT	<u>* </u>	000
Α		and Marine - Leas	ed o	r Rented			IM90745116		12/27/2019	12/27/2020	Deductible:	1	\$500	
`	Equ	uipment					114130743110		122712010	IZIZIIZUZU	Deducable.	1	ψυσι	'
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CER	TIF	ICATE HOLDER		*				CANC	ELLATION					
								THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIE , NOTICE WILL BE , PROVISIONS.			BEFORE
		West Deer		-				AUU	OURWING AND	TO THE PUBLIC	. ACTIGICIO.]
		9 Bairdford	i Roa	ad			ŀ	AUTHOR	RIZED REPRESEN	ITATIVE				
		Gibsonia					PA 15044		_		& Heb	berle		
	© 1988-2015 ACORD CORPORATION. All rights reserved.													

Myers Demolition & Excavation

Myers Demolition & Excavation

Ford City, Pennsylvania

Memo: Bid for 438 Alder Street, and Add/Alternative Bid for 437 Alder Street

To:

West Deer Township

Zoning and Code Enforcement Office

109 East Union Road

Cheswick, Pa 15024

From:

Myers Demolition & Excavation, LLC.

2022 Guthrie Road

Ford City, Pa 16226

Contract Description:

A. Job scope: to demolish and remediate current structure at 438 Alder Street. Cost of \$8,750.00 covers all demolition, and full remediation of property. All removal of all non-crushable materials through approved roll off containers/dump trallers to landfill, and removal/disposal costs. As well as hauling in fill material that will get the property to a final grade congruent with the slope of the existing properties. [Add on to 137 Alder Street is an additional \$8.850 (0)] Myers Demolition will handle the PA One Call, we will need assistance with your local officials to secure demolition permits.

大方向第五字段,扩展的4000分钟的200分钟。

- B. Equipment: 315C Cat Excavator with Grapple, 331G John Deere Skid Steer, Walk in floors, Dump Trailers, and all Trucking.
- C. Liability: Myers Demolition & Excavation, LLC is fully insured for all machines, personnel, and damages. As well as a Multi-million-dollar comp/liability blanket. (Minus an act of god or weather while job is being completed.)

and the state of the The state of the state

Jace W.	Myers					
_		3000000	magnatus san sungening Magnatus (1770).			·
Payment payment	Terms/Agreen due upon final	nent: \$8 date of	3,750.00 (2 completio	ne anot n. Tenta	ier 5 <i>8</i> ,850:00 tive start dat	der 437 Alder Succi e: <u>upon approval.</u>
Date:	and the second s	er e rog	The security of	Company of the Compan	र वृक्षिक्षेत्र	i Salakusa Polisi ya Mora Sa
Signed:					•	ateje ovitičneky šet

Thank you,

Signed:

Witness:

Robert I Fisher

ROBERT I FISHER

ESTIMATE

940 RAYNE CHURCH ROAD INDIANA,PA 15701 (724)840-5336 fishertranslic@aol.com



Bill To

Estimate #

116

WEST DEER TOWNSHIP 109 EAST UNION ROAD CHESWICK, PA 15024

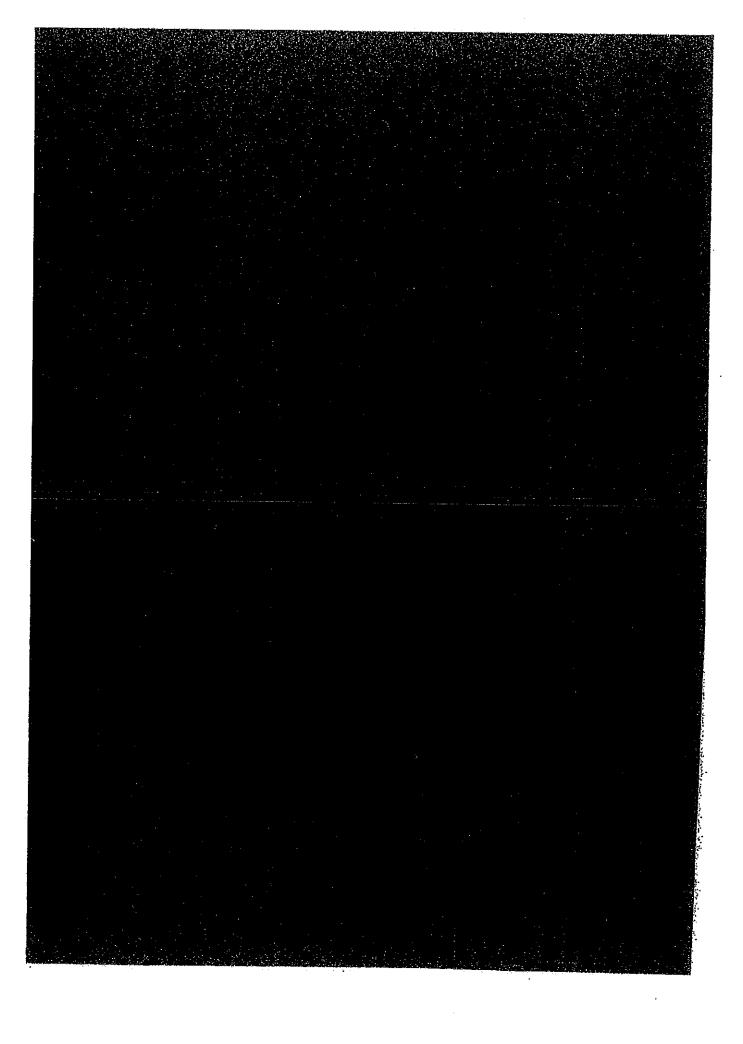
Estimate Date

07/08/2021

DESCRIPTION	AMOUNT
438 ALDER STREET HOUSE DEMO TO PLANS AND SCOPE SHEET SENT FROM TOWNSHIP	20,600.00
ALTERNATE ADD 437 ALDER STREET ADD \$9300.00	9,300.00
TOTAL	\$29,900.00

Terms & Conditions

FULL PAYMENT DUE 15 DAYS AFTER COMPLETION
ASBESTOES ABATEMENT EXCLUDED
ALL FILL MATERIAL WILL NEED TO BE APPROVED BY TOWNSHIP
FAST GROW SEED OR EQUAL NO FIRST MOW
PELLETIZED LIME AS FERTIZER/ STRAW COVER



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MR. KARPUZI & MR. MATOR...

MOTION SECOND AYES NAYES

MRS. HULLIBAUGH			·
MRS. JORDAN		 	
DR. MANN		 	
MR. FORBES		 	
MR. KARPUZI		 	

OLD BUSINESS			
		·	

NEW BUSI	NEW BUSINESS								

COMMENTS FROM THE PUBLIC

THE BOARD WILL HEAR COMMENT ON AGENDA AND PUBLIC-RELATED ITEMS AT THIS TIME. PLEASE APPROACH THE MICROPHONE, CLEARLY STATE YOUR NAME AND ADDRESS, AND LIMIT YOUR COMMENTS TO FIVE (5) MINUTES.

ADJOURNMENT

I MOVE TO ADJOUR	N AT	I	P.M.		
		0500110			
	MOTION	SECOND	AYES	NAYES	
MRS. JORDAN DR. MANN				_	
MR. FORBES MRS. HOLLIBAUGH MR. KARPUZI					