



**BOARD OF  
SUPERVISORS  
MEETING**

**July 20, 2022**

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

Members present:

Mr. Frey	_____
Mrs. Hollibaugh	_____
Dr. Mann	_____
Mr. Smullin	_____
Mrs. Jordan	_____

West Deer Township Board of Supervisors  
July 20, 2022

6:00pm: Executive Session

7:00pm: Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session
5. Comments from the Public
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. Engineer's Annual MS4 Report
12. Planning and Community Development Director Report
13. Parks & Recreation Board Report
14. West Deer #1 VFC Report
15. West Deer #2 VFC Report
16. West Deer #3 VFC Report
17. West Deer EMS Report
18. Adoption: Ordinance No. 447 (Adoption of Canter Lane)
19. Adoption: Resolution No. 2022-12 (Commonwealth BPID Authority)
20. Approval: Allegheny County Winter Maintenance Agreement (2022-2025)
21. Approval/Denial: Application for Final Approval of PRD (Traditions of America)
22. Authorization: Advertisement of Ordinance No. XXX (Wireless Communications Facilities)
23. Authorization: Advertisement of Conditional Use Public Hearing (JK Motor Cars)
24. Authorization: Deer Lakes School District Memorandum of Understanding
25. Authorization: Hiring of Part-Time Police Officer
26. Award: EMS Air Conditioner
27. Old Business
28. New Business
29. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive Session

- Mr. Robb

### **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.



## **ACCEPT MINUTES**

ATTACHED ARE THE MINUTES OF THE JUNE 15, 2022 REGULAR BUSINESS MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ACCEPT THE MINUTES OF THE JUNE 15, 2022 REGULAR BUSINESS MEETING.

	MOTION	SECOND	AYES	NAYES
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

The West Deer Township Board of Supervisors held their Regular Meeting at the West Deer Township Municipal Building. Members present were: Beverly Jordan, Chairperson; Shirley Hollibaugh, Vice Chairperson; Vernon Frey; Jennifer Mann; and James Smullin. Also present were: Daniel Mator, Township Manager and Gavin Robb, Township Solicitor.

**6:30 p.m. – PUBLIC HEARING– TRADITIONS OF AMERICA ROSE RIDGE, LLC**

Township Solicitor Gavin Robb opened the meeting.

Roll Call taken by Mr. Mator – Quorum present.

Mr. Payne stated that the public hearing was advertised and that the properties were posted.

The court stenographer was present.

The purpose of this public hearing was for the Board to review testimony and evidence in order to make a determination as to whether to approve a modification request to an approved conditional use filed by applicant Traditions of America Rose Ridge, LLC to construct 234 single family detached homes and twelve single family attached homes on 176.49 acres located on Gibsonia Road Allison Park, PA.

Lot/Block Numbers: 1216-E-281 & 1215-R-21

Mr. Robb summarized the proposed conditional use approval for Traditions of America.

Ryan Wotus of Goldberg, Kamin & Garvin Law Firm

- Mr. Wotus spoke on the garage size modification request to the approved conditional use. He requested that the transcript from previous public hearing be included as an exhibit.

Tim McCarthy of Traditions of America

- Mr. McCarthy gave a slide presentation of the proposed project showing the proposed garage modification.

Rocco Magrino of PVE

- Mr. Magrino reported the submission of two permits -Joint Permit for the impact to streams and wetlands on the property and the MPS Permit which is a construction permit. He added there have been revisions to the map for a pond that originally was going to be a stormwater pond. Mr. Magrino explained that it was determined the pond needed to be reserved so the roads have been rerouted to allow more green space around the pond.

Mr. Robb pointed out the Board of Supervisors had 30 days to adopt the findings of the Fact and Conclusions of Law. He requested an extension to the 30 day deadline since the next regular business meeting will be held after this required timeline. Mr. Wotus agreed.

**PUBLIC COMMENTS**

- None

More discussion was held.

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Frey to close the public hearing. Motion carried unanimously 5-0.

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Mann to approve the modification request to the approved Planned Residential Development Plan for the Applicant TOA Rose Ridge, L.P. as per the recommendation by the Planning Commission with the above listed conditions and comments listed by Shoup Engineering. Motion carried unanimously 5-0.

#### **ADJOURNMENT/PUBLIC HEARING**

MOTION BY Supervisor Jordan and SECONDED BY Supervisor Frey to adjourn the meeting at 7:00 p.m. Motion carried unanimously 5-0. Meeting adjourned.

#### **OPEN REGULAR BUSINESS MEETING**

Chairperson Jordan opened the meeting and welcomed everyone to the meeting.

Pledge of Allegiance

Roll Call taken by Mr. Mator – Quorum present

#### **COMMENTS FROM THE PUBLIC**

Joe Wisnieski of Deer Creek Road

- Mr. Wisnieski reported the Middle Road Ext. no truck sign was being blocked by tree limbs. He voiced his concern of the 45 mph speed limit on Deer Creek Road and added that there had been an increase in speeding.

Scott Woloszyk of Schuster Road

- Mr. Woloszyk requested the return of the second comment section at the end of the regular business meetings. He expressed that he felt it would be helpful for any residents that need to comment on what was discussed during the meeting.

Josh Wiegand, Chief of West Deer Fire Company #3

- Chief Wiegand requested a Public Safety Committee Meeting be scheduled. Mrs. Jordan responded she would look into setting a date and get back to him.
- He asked when each fire company would receive the \$9,000 budgeted from the Township. Mr. Robb replied that this request can be placed on the July business meeting agenda for the Board to discuss, if the Board so chose. Chairperson Jordan stated that the matter would be brought up at the requested meeting.

Adam Wilson, Chief of West Deer Fire Company #2

- Chief Wilson asked when the remaining three fire hydrants would be installed. Mr. Mator answered that they are currently unavailable, and – when they are delivered – Oakmont Water will take care of installing them.
- He questioned if the Fire Study results would be shared with the Fire Departments. Mrs. Jordan responded that the Board had not yet decided, and would make that decision once the study is reviewed.

**ACCEPT MINUTES**

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to accept the minutes of the 18 May 2022 regular business meeting as presented. Motion carried unanimously 5-0.

**MONTHLY FINANCIAL REPORT**

**TOWNSHIP OF WEST DEER**  
**FINANCE OFFICER'S REPORT**  
31 May 2022

**I - GENERAL FUND:**

	<u>May</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,624,579.20	5,143,042.19	57.04%
Expenditures	1,701,621.90	3,356,249.72	37.22%

**Cash and Cash Equivalents:**

Sweep Account

1,955,860.83
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<u>1,955,860.83</u>
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**II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Restricted

99,767.03

**Fire Tax Fund:**

Restricted

83,874.59

**State/Liquid Fuels Fund:**

Restricted

194,451.10
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<u>378,092.72</u>
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**Investments:****Operating Reserve Fund:**

Reserved

776,385.06

**Capital Reserve Fund:**

Reserved

962,995.05
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<u>1,739,380.11</u>
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**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**

0.00
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<u>0.00</u>
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**TOTAL CASH BALANCE 5/31/22**

<u><u>4,073,333.66</u></u>
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Interest Earned May 2022

107.00

5/1/2022

Debt Balance

May  
Principal  
Payment

5/31/2022

Debt Balance

<b>Mars National - VFC #3</b>	\$87,972.04	\$2,607.94	\$85,564.06
<b>NexTier Bank VFC #2</b>	\$385,058.19	\$2,680.96	\$383,579.78

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

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

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

### **JUNE LIST OF BILLS**

Bearcom .....	292.47
Best Wholesale Tire Co.....	297.45
Hei-Way, LLC.....	738.51
Jordan Tax Service, Inc.....	3782.70
Kress Tire .....	2260.40
Mark C. Turnley.....	3350.00
Office Depot.....	650.86
Shoup Engineering Inc .....	1802.50
Toshiba Financial Services.....	1280.81
Tristani Brothers, Inc.....	1527.12
Tucker/Arensberg Attorneys .....	5097.88
Wine Concrete Products, Inc.....	2912.00

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh 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 Bob Loper was present and provided a summary report of Police Department activities for the month of May 2022. A copy of the report is on file at the Township Building.

Mrs. Jordan asked Chief Loper to address the rumor of the Police Department having a monthly traffic ticket quota. Chief Loper explained that the increase in traffic tickets within the Township is not due to a quota, but was to address the traffic complaints the Police Department had been receiving. He pointed out that ticketing is not lucrative for the Township, as it would only receive approximately \$25 from a speeding ticket.

Chief Loper added that if the ticket goes to the magistrate for a not-guilty plea, the Township loses money for paying an Officer to attend, which is more than the Township would receive. Chief Loper asked the public to email or call with any traffic complaints within the Township so they can be addressed.

Mrs. Jordan requested an update on the No Parking Ordinance. Chief Loper responded that it is going well and residents are using the email to communicate their parking requests.

More discussion was held.

### **PUBLIC WORKS FOREMAN'S REPORT**

Mr. Kevin Olar provided a summary report on the Public Works Department for the month of March 2022. A copy of the report is on file at the Township Building.

Mrs. Jordan reported speaking with Mr. Olar about repaving the Curtville Park. She announced Public Works will be digging up the old paving, and that Mr. Smullin offered to provide the labor to repave the park at no cost to the Township. Mr. Smullin concurred. Mrs. Jordan thanked Mr. Smullin, and asked for a timeline of when it should be completed. Mr. Smullin responded possibly next month.

### **ENGINEER'S REPORT**

The Board received the Engineer's Report submitted by Shoup Engineering, Inc.

#### **Projects**

- Bairdford Park Pavilion Project
  - The work on the project has been completed by the contractor, Santamaria Landscape and Cement Contractors.
- 2022 Road Improvement Project
  - All hot mix and cold mix asphalt paving work has been completed by contractors A. Liberoni, Inc. and Youngblood Paving, Inc. Backfilling of road edges by the contractors is ongoing.

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

- Rose Ridge-
  - A review for this final PRD Development was performed and a review letter was issued to the Township on 24 February 2022 and 25 April 2022.

Mr. Frey asked if anyone had seen the Bairdford Park Pavilion since it's been completed.

Mr. Mator reported that he had, and that it looked great.

### **MUNICIPAL SEPARATE STORM SEWER (MS4) ANNUAL REPORT**

Mr. Mator requested that due to the absence of Mr. Shoup, that this report be moved to next months' meeting agenda.

### **BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER'S REPORT**

Mr. Bill Payne was present and provided a summary report on Code Enforcement for the month of May 2022. A copy of the report is on file at the Township Building.

### **PARKS & RECREATION BOARD REPORT**

The Board received the Parks & Recreation Board Report for the month of May 2022. A copy of the reports is on file at the Township Building.

Mrs. Jordan reported last month, the Movie in the Park, Food Truck, Senior Luncheon, and the Family Fishing Events were held and very successful. Mrs. Jordan announced that any schedule monthly events will be posted on Parks and Recreation Board's Facebook page. She pointed out that Community Days had now been renamed the West Deer Festival.

**WEST DEER #1 VFC REPORT**

The Board received the West Deer #1 VFC's Report for the month of May 2022. A copy of the report is on file at the Township Building.

**WEST DEER #2 VFC REPORT**

The Board received the West Deer #2 VFC's Report for the month of May 2022. A copy of the report is on file at the Township Building.

**WEST DEER #3 VFC REPORT**

The Board received the West Deer #3 VFC's Report for the month of May 2022. A copy of the report is on file at the Township Building.

**WEST DEER EMS REPORT**

The Board received the West Deer EMS Report for the month of May 2022. A copy of the report is on file at the Township Building.

**ADOPTION: RESOLUTION NO. 2022-11 (IPPOLITO SEWAGE PLANNING MODULE)**

RESOLUTION NO. 2022-11

RESOLUTION 2022-11 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE PLAN LOCATED AT 628 MIDDLE ROAD EXTENSION GIBSONIA, PA IN THE SU SPECIAL USE ZONING DISTRICT.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2022-11 approving the PA DEP Sewage Facilities Planning Module for the Ippolito Sewage Module Plan. Motion carried unanimously 5-0.

**AUTHORIZATION: ADVERTISEMENT OF THE CONDEMNATION & DEMOLITION OF 17-19 SCHOOL ST. & 1130 – 1132 EISENHOWER DR.**

Information and photographs of the structures located at 17-19 School Street & 1130-1132 Eisenhower Drive were given to the Board.

17 School Street

Lot/Block#: 1361-M-108

Owner: Anna & Arthur Reynolds

19 School Street

Lot/Block#: 1361-M-105

Owner: Lori Callwood

1130-1132 Eisenhower Drive

Lot/Block# 1218-M-126

Owner: Holy Spirit Revival & Evangelistic Ministries

Mr. Payne inspected the properties and determined – pursuant to Chapter 90 of the Code of the Township of West Deer (“Dangerous Buildings”), the Township of West Deer has determined that the above-referenced properties located at 17 and 19 School street (which are attached, duplex) and 1130-1132 Eisenhower Drive (which were attached duplexes converted into singly family dwelling), constitutes dangerous structures and/or public nuisance and the structures located on the properties are a threat to health, safety and welfare of the residents of the Township.

Mr. Robb requested that if the Board approved the advertisement of the public hearing to postpone to August 17<sup>th</sup> at 6:30pm for additional notifications to be completed prior to the hearing.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Frey to authorize the Township Manager to advertise the public hearing for the condemnation & demolition of the structures located at 17 & 19 School Street and 1130-1132 Eisenhower Drive scheduled on 17 August 2022 at 6:30pm. Motion carried unanimously 5-0.

**AUTHORIZATION: ADVERTISEMENT ORDINANCE NO. XXX (ADOPTION OF CANTER LANE)**

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE FOLLOWING STREET: CANTER LAND; AND AMENDING ORDINANCE NO. 427 TO INCLUDE THE SAME.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Smullin to authorize the advertisement of Ordinance No. XXX accepting the following street: Canter Lane, and authorizing the appropriate Township Official to sign the Deed of Dedication. Motion carried unanimously 5-0.

**AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. XXX (WIRELESS COMMUNICATIONS FACILITIES)**

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, PROVIDING FOR THE AMENDMENT OF THE WEST DEER ZONING ORDINANCE, AS CODIFIED IN PART II, CHAPTER 210, ARTICLE XVIII, § 210-78, ET SEQ., “WIRELESS COMMUNICATIONS FACILITIES” OF THE ZONING ORDINANCE; PROVIDING FOR PURPOSES AND FINDINGS OF FACT RELATED TO THE ADOPTION OF THE AMENDMENT; PROVIDING FOR DEFINITIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATION FACILITIES, AND SMALL WIRELESS COMMUNICATION FACILITIES; PROVIDING FURTHER FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY PROVIDING FOR THE ENFORCEMENT OF SAID REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Mator recommended further review with the Cohan Law Group and requested a postponement till next months’ regular business meeting.

Mr. Robb agreed and added there are potential variables to discuss with this ordinance. He added there are items the Township needed to give some input on and added that it could take another month to review.



**AUTHORIZATION: DEER LAKES SCHOOL DISTRICT SERVICE AGREEMENT**

The Board of Supervisors was given a copy of the Service agreement between West Deer Township and the Deer Lakes School District from 24 August 2022 through the last student school day in June of 2023.

The School Board voted on the agreement at their May 2022 meeting.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to authorize the signing of the Service Agreement between the Township and the Deer Lakes School District as presented. Motion carried unanimously 5-0.

**AUTHORIZATION: DOLLAR GENERAL HIGHWAY OCCUPANCY PERMIT**

The Board received the Highway Occupancy Permit for the Starr Road Dollar General.

Mr. Robb explained this permit was required by PennDOT when a development requested to tap into their existing storm drain. He added that the Township is required to be the co-applicant on the permit.

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Mann to approve the Highway Occupancy Permit for the Starr Road Dollar General. Motion carried unanimously 5-0.

**AUTHORIZATION: DOLLAR GENERAL STORMWATER AGREEMENT**

The Board of Supervisors received the Stormwater Agreement for the Starr Road Dollar General.

Mr. Robb pointed out this agreement insured that the developer installed and maintained the best management practices.

MOTION BY Supervisor Mann and SECONDED BY Supervisor Smullin to approve the Stormwater Agreement for the Starr Road Dollar General. Motion carried unanimously 5-0.

**AUTHORIZATION: MORTON SALT AGREEMENT**

The Board of Supervisors received the Salt Agreement with Morton Salt Inc. for 1 September 2022 through 31 August 2023.

Mr. Mator informed the Board that this was a standard agreement that the Township enters into every year to maintain salt deliveries.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to authorize the Salt Agreement between the Township and Morton Salt Inc. Motion carried unanimously 5-0.

**AUTHORIZATION: SALE OF THE PUBLIC WORKS TRUCK**

The Township advertised for the sale of the 2014 F350 1-Ton Dump Truck with salt box, and plow.

Sealed bids were received and opened on 7 June 2022 at 1:30pm.

The following six bids were received:

1.) D.A.R.O.C.O. Inc.....	\$25,050.00
2.) John Hollibaugh.....	\$17,642.00
3.) Creative Images Landscaping, Inc.....	\$16,525.00
4.) Daniel Loughlin.....	\$15,141.31
5.) Kevin Olar.....	\$12,562.25
6.) Edward Colosimo.....	\$12,450.00

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Hollibaugh to authorize the sale of the 2014 F350 1-Ton Dump Truck to D.A.R.O.C.O. Inc. in the amount of \$25,050.00 in as-is condition. Motion carried unanimously 5-0.

#### **AWARD: 2022 NEWSLETTER**

The Board directed the Township Manager to inquire and receive bids for the Township newsletter. The Assistant Manager led the project, and the Township received the following bids:

<b><u>Bidders</u></b>	<b><u>Total</u></b>
Raff Printing Inc.	\$6,345.00
Print King, Inc.	\$7,219.05
Print Tech	\$7,327.00
Alphagraphics	\$10,867.00

Mr. Shook gave a detailed explanation of the proposals. He recommended Raff Printing Inc. Mr. Shook reported this company was referred by the Township's current branding consultant (Dorsey Design), who vouched for their creditability and reliability.

Mrs. Jordan pointed out that with the increase to the printing cost of the newsletter, going forward there will be an online newsletter for the residents. Mr. Shook agreed and added that a monthly online newsletter will be displayed on the Township Website. He mentioned for those residents with no internet access, the online newsletter will be printed and placed throughout the Township as well as at the Township Building.

Mr. Shook informed the Board that the above cost does not include the additional \$700 to \$800 in postage to mail the newsletters.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Frey to award the bid for the Township newsletter to Raff Printing, Inc. in the amount of \$6,345.00. Motion carried unanimously 5-0.

#### **AWARD: WEBSITE REDESIGN AND HOSTING**

The Board directed the Township Manager to inquire and receive bids for the Township website redesign and hosting. The Assistant Manager led the project, and the Township received the following bids:

<b><u>Bidders</u></b>	<b><u>Setup Cost</u></b>	<b><u>Annual Cost</u></b>
Townweb	\$10,602.00	\$4,188.00
Revize	\$12,900.00	\$2,900.00
Civicplus	\$19,665.00	\$6,178.00
Granicus	\$32,900.00	\$30,765.00

Mr. Shook gave a detailed explanation of the proposals. He recommended Revize due to the longevity of the business and the best customer retention statistics. Mr. Shook pointed out they were the only business that offered an alternative payment plan which was to divide the cost over four years. He added that the new site should be launched within three to four months.

Mr. Frey questioned if the website company would be responsible for updating the website after it is launched. Mr. Shook responded website training was included in the setup cost for any employee responsible for updating the website.

Mrs. Jordan thanked Mr. Shook.

MOTIONED BY Supervisor Mann and SECONDED BY Supervisor Frey to award the bid for the Township newsletter to Raff Printing, Inc. in the amount of \$5,400.00. Motion carried unanimously 5-0.

#### **OLD BUSINESS**

- None

#### **NEW BUSINESS**

- Mrs. Jordan suggested a plaque dedication at the Bairdford Park Pavilion in remembrance of Mr. Shawn Maudhuit.

The Board agreed.

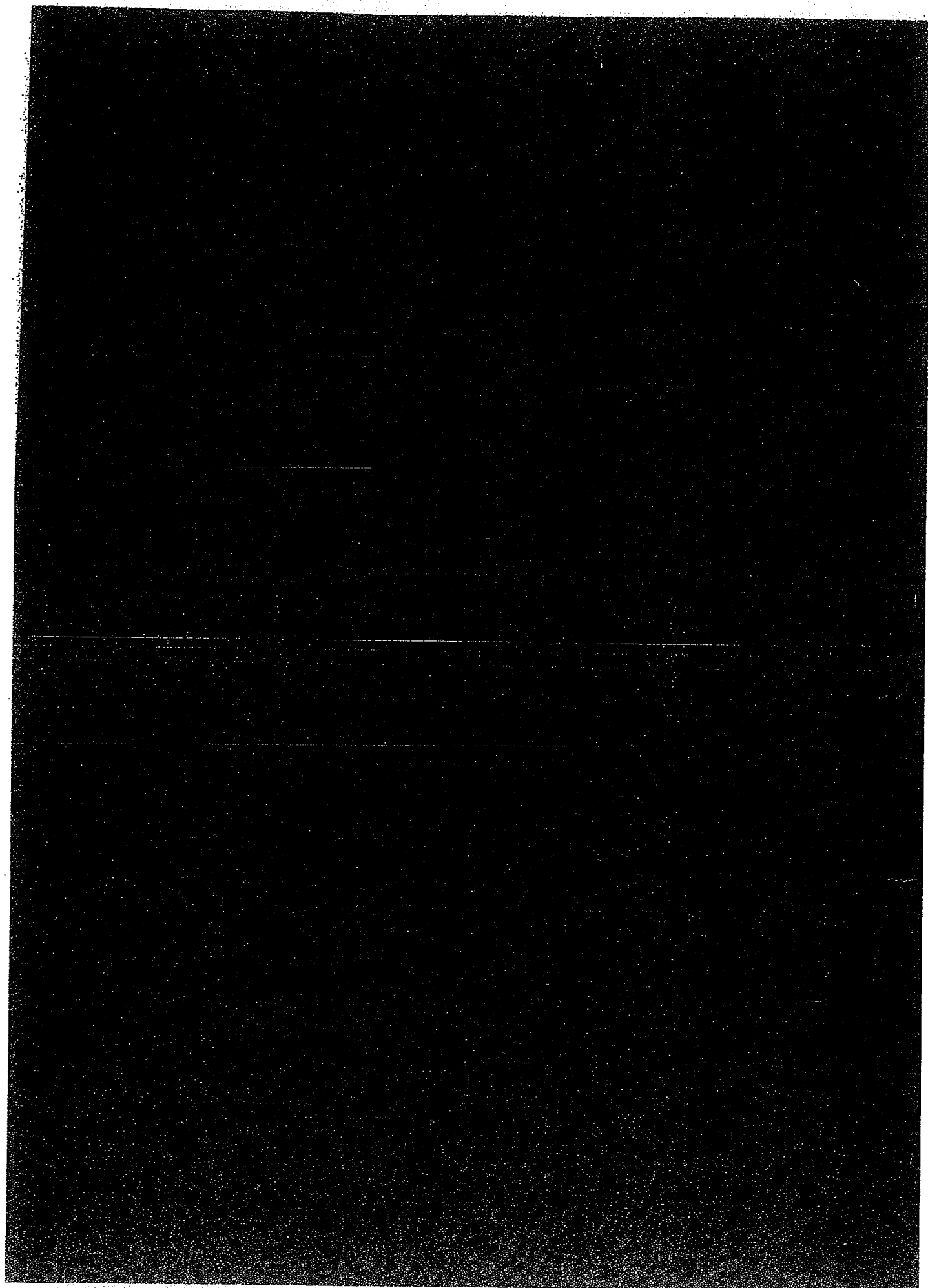
More discussion was held.

#### **ADJOURNMENT**

MOTION BY Supervisor Mann and SECONDED BY Supervisor Smullin to adjourn the meeting at 8:29 p.m. Motion carried unanimously 5-0. Meeting adjourned.

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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.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

## FINANCE OFFICER'S REPORT

June 30, 2022

### **I - GENERAL FUND:**

	<u>June</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	460,776.72	5,603,818.91	62.15%
Expenditures	885,036.13	4,241,285.67	47.04%

#### **Cash and Cash Equivalents:**

Sweep Account

0.00

1,564,607.89

### **II - SPECIAL REVENUE FUNDS**

#### **Cash and Cash Equivalents:**

##### **Street Light Fund:**

Restricted

96,229.36

##### **Fire Tax Fund:**

Restricted

68,726.58

##### **State/Liquid Fuels Fund:**

Restricted

194,582.06

359,538.00

#### **Investments:**

##### **Operating Reserve Fund:**

Reserved

776,391.44

##### **Capital Reserve Fund:**

Reserved

963,000.78

1,739,392.22

### **III - CAPITAL PROJECT FUNDS:**

#### **Cash and Cash Equivalents:**

0.00

0.00

**TOTAL CASH BALANCE 6/30/22**

3,663,538.11

**Interest Earned June 2022**

**154.50**

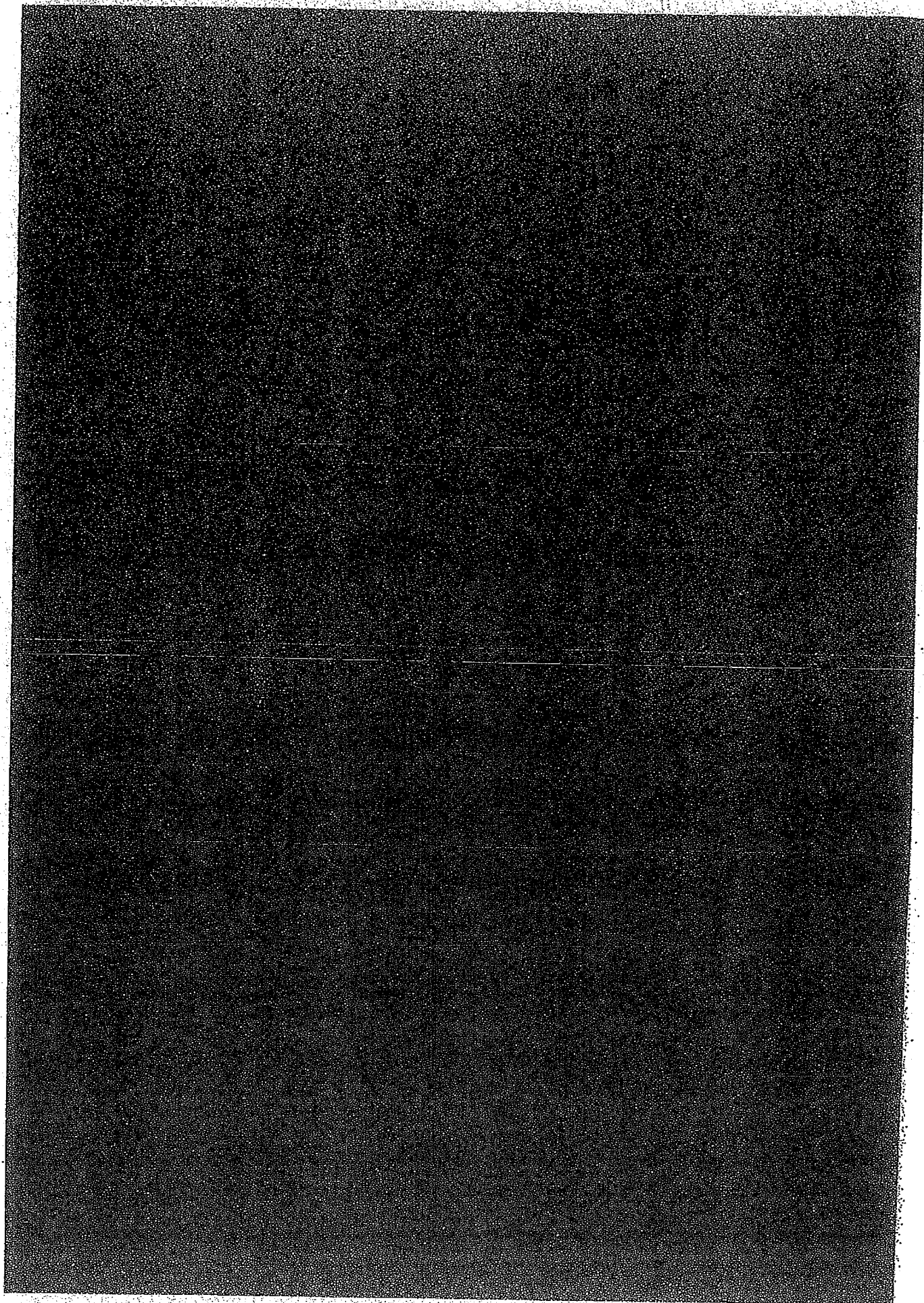
	<u>6/1/2022</u>		<u>June</u>		<u>6/30/2022</u>
	<u>Debt Balance</u>		<u>Principal</u>		<u>Debt Balance</u>
			<u>Payment</u>		
<b>Mars National - VFC #3</b>	85,623.62	\$	2,607.94		83,275.20
<b>NexTier Bank VFC #2</b>	383,579.78	\$	2,680.96		382,101.37

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

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

## INTEREST EARNED - 2022

	<u>JUNE</u>	<u>YTD</u>
GENERAL FUND	\$10.79	\$61.04
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.64	\$2.33
OPERATING RESERVE	\$6.38	\$39.10
STATE FUND	\$130.96	\$238.55
CAPITAL RESERVE	<u>\$5.73</u>	<u>\$1,036.60</u>
<b>TOTAL INTEREST EARNED</b>	<b><u><u>\$154.50</u></u></b>	<b><u><u>\$1,116.12</u></u></b>





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.

	MOTION	SECOND	AYES	NAYES
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

# ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 12:11 pm  
Date: 07/12/2022  
Page: 1

By Name  
Cutoff as of: 12/31/9999

Due Dates: 07/15/2022 thru 07/15/2022

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: AMERI KOHL AGGREGATES INC		2027.25				2027.25		
Name: AMERI KOHL TRANSPORT INC		1621.80				1621.80		
Name: BEARCOM		292.47				292.47		
Name: BEST WHOLESALE TIRE CO, INC		881.38				881.38		
Name: HEI-WAY, LLC		174.44				174.44		
Name: JORDAN TAX SERVICE, INC.		1233.81				1233.81		
Name: KRESS TIRE		2012.56				2012.56		
Name: MARK C TURNLEY		3350.00				3350.00		
Name: NORTHEAST PAVING		3224.60				3224.60		
Name: OFFICE DEPOT		261.44				261.44		
Name: SHOUP ENGINEERING INC.		24550.50				24550.50		
Name: TOSHIBA FINANCIAL SERVICES		498.76				498.76		
Name: TRISTANI BROTHERS, INC.		475.00				475.00		
Name: TUCKER/ARENSBERG ATTORNEYS		5204.07				5204.07		
FINAL TOTALS:		45808.08				45808.08		

## WEST DEER TOWNSHIP

## ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 12:13 pm  
Date: 07/12/2022  
Page: 1By Name  
Cutoff as of: 12/31/9999

Due Dates: 07/15/2022 thru 07/15/2022

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00337	AMERIKOHL AGGREGATES Road: Limestone	430.611 0622	58920 06/13/2022	696.90 07/15/2022	06/15/2022			696.90		N
00337	AMERIKOHL AGGREGATES Road: Limestone	430.611 0622	59078 06/20/2022	1330.35 07/15/2022	06/21/2022			1330.35		N
Name: AMERIKOHL AGGREGATES INC				2027.25				2027.25		
00338	AMERIKOHL TRANSPORT Road: Delivery of Limestone	430.611 0622	39120 06/13/2022	557.52 07/15/2022	06/15/2022			557.52		N
00338	AMERIKOHL TRANSPORT Road: Delivery of Limestone	430.611 0622	39200 06/20/2022	1064.28 07/15/2022	06/21/2022			1064.28		N
Name: AMERIKOHL TRANSPORT INC				1621.80				1621.80		
00674	BEARCOM Road: Radio Equip Maint	430.327 0722	5399861 07/01/2022	57.47 07/15/2022	07/05/2022			57.47		N
00674	BEARCOM Police: Radio Equip Maint	410.328 0722	5400621 07/04/2022	235.00 07/15/2022	07/05/2022			235.00		N
Name: BEARCOM				292.47				292.47		
00553	BEST WHOLESALE TIRE Police: Car #36-oil Change/fil0622	410.374 0622	22904 06/03/2022	95.95 07/15/2022	07/06/2022			95.95		N
00553	BEST WHOLESALE TIRE Police: Car #30-oil Change/fil0622	410.374 0622	22921 06/06/2022	56.75 07/15/2022	07/06/2022			56.75		N
00553	BEST WHOLESALE TIRE Police: Car #37-oil Change/fil0622	410.374 0622	22927 06/07/2022	84.25 07/15/2022	07/06/2022			84.25		N
00553	BEST WHOLESALE TIRE Police: Car #34-Quik strut	410.374 0622	22942 06/08/2022	296.85 07/15/2022	07/06/2022			296.85		N
00553	BEST WHOLESALE TIRE Police: Car #38-Rotation/oil c0622	410.374 0622	22962 06/10/2022	71.33 07/15/2022	07/06/2022			71.33		N
00553	BEST WHOLESALE TIRE Police: Car #36-alignment/tie 0622	410.374 0622	22978 06/14/2022	276.25 07/15/2022	07/06/2022			276.25		N
Name: BEST WHOLESALE TIRE CO, INC				881.38				881.38		
00005	HEI-WAY, LLC Road: Cold Patch	430.372 0622	062410328501 06/29/2022	174.44 07/15/2022	06/29/2022			174.44		N

## WEST DEER TOWNSHIP

## ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 12:13 pm  
Date: 07/12/2022  
Page: 2By Name  
Cutoff as of: 12/31/9999

Due Dates: 07/15/2022 thru 07/15/2022

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount	Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name:	HEI-WAY, LLC			174.44				174.44			
00106	JORDAN TAX SERVICE, Delinquent R E Tax Commission	403.140 0622	6-C-#111 06/17/2022	1233.81	07/15/2022	06/21/2022		1233.81			N
Name:	JORDAN TAX SERVICE, INC.			1233.81				1233.81			
00362	KRESS TIRE Police: Car #36-TIRES	410.374	10294-26 06/03/2022	645.56	07/15/2022	07/06/2022		645.56			N
00362	KRESS TIRE Road: Trk #7: TIRES	430.374 0622	10297-30 06/14/2022	1055.00	07/15/2022	06/15/2022		1055.00			N
00362	KRESS TIRE Road: Trk #4:Dismount/disposal	430.374 0622	10297-39 06/14/2022	60.00	07/15/2022	06/15/2022		60.00			N
00362	KRESS TIRE Park: Flat repair	454.374 0622	10297-43 06/14/2022	23.00	07/15/2022	06/15/2022		23.00			N
00362	KRESS TIRE Road: 1 TIRE/Disposal	454.374 0622	10340-31 06/24/2022	229.00	07/15/2022	06/29/2022		229.00			N
Name:	KRESS TIRE			2012.56				2012.56			
00481	MARK C TURNLEY	402.311	7/5/22	3350.00	07/15/2022	07/08/2022		3350.00			N
Balance Due:	Y/E Audit 12/31/210722		07/05/2022								
Name:	MARK C TURNLEY			3350.00				3350.00			
00207	NORTHEAST PAVING Road: Asphalt	430.372 0722	68002778-627022 06/28/2022	2612.96	07/15/2022	07/06/2022		2612.96			N
00207	NORTHEAST PAVING Road: Asphalt	430.372 0722	68002778-627022 07/01/2022	611.64	07/15/2022	07/06/2022		611.64			N
Name:	NORTHEAST PAVING			3224.60				3224.60			
00657	OFFICE DEPOT Office Supplies 6/22	406.210 0722	252167877001 07/01/2022	77.09	07/15/2022	07/12/2022		77.09			N
00657	OFFICE DEPOT Office Supplies 6/22	406.210 0722	2521723520001 07/01/2022	27.56	07/15/2022	07/12/2022		27.56			N
00657	OFFICE DEPOT Cleaning Supplies 6/22	409.226 0722	2521723520001 07/01/2022	156.79	07/15/2022	07/12/2022		156.79			N

## WEST DEER TOWNSHIP

## ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

Time: 12:13 pm  
Date: 07/12/2022  
Page: 3By Name  
Cutoff as of: 12/31/9999

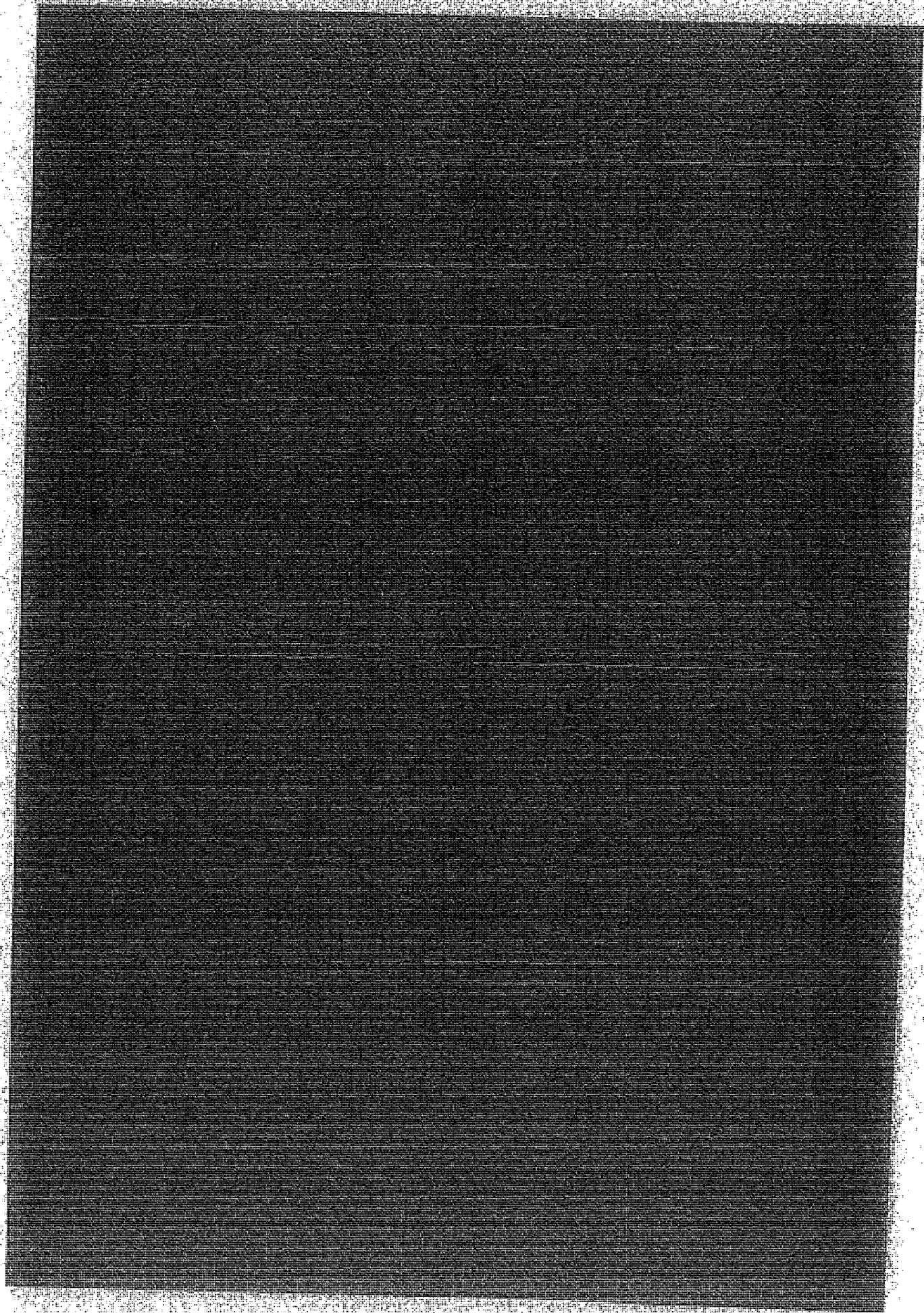
Due Dates: 07/15/2022 thru 07/15/2022

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: OFFICE DEPOT				261.44				261.44		
00830	SHOUP ENGINEERING IN 408.316 Eng:Road Imp-cold mix-1/15-6/30622	22-172 06/30/2022		23602.00	07/15/2022	07/01/2022		23602.00		N
00830	SHOUP ENGINEERING IN 408.313 Engineering: Miscellaneous 0622	22-181 06/30/2022		639.50	07/15/2022	07/01/2022		639.50		N
00830	SHOUP ENGINEERING IN 408.319 Engineering: Rose Ridge 0622	22-182 06/30/2022		283.25	07/15/2022	07/01/2022		283.25		N
00830	SHOUP ENGINEERING IN 408.319 Engineering:Russelton Dollar G0622	22-183 06/30/2022		25.75	07/15/2022	07/01/2022		25.75		N
Name: SHOUP ENGINEERING INC.				24550.50				24550.50		
00577	TOSHIBA FINANCIAL SE 406.261 Lease & Maintenance of Copiers0622	5020683288 06/20/2022		253.82	07/15/2022	07/06/2022		253.82		N
00577	TOSHIBA FINANCIAL SE 410.261 Lease & Maintenance of Copiers0622	5020683288 06/20/2022		244.94	07/15/2022	07/06/2022		244.94		N
Name: TOSHIBA FINANCIAL SERVICES				498.76				498.76		
00067	TRISTANI BROTHERS, I 430.374 Road:Trk#7-bed repairs 0622	220630 06/30/2022		475.00	07/15/2022	07/08/2022		475.00		N
Name: TRISTANI BROTHERS, INC.				475.00				475.00		
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:Retainer 0622	536292 06/30/2022		500.00	07/15/2022	07/07/2022		500.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:Rose Ridge PRD 0622	536293 06/30/2022		170.50	07/15/2022	07/07/2022		170.50		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services General 0622	536294 06/30/2022		3785.57	07/15/2022	07/07/2022		3785.57		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:Dionysius Appe0622	536295 06/30/2022		748.00	07/15/2022	07/07/2022		748.00		N
Name: TUCKER/ARENSBERG ATTORNEYS				5204.07				5204.07		

FINAL TOTALS:

45808.08

45808.08



## **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: Robert J. Loper, Chief of Police  
From: Jennifer Borczyk, Administrative Assistant  
Subject: Officer's Monthly Report  
Date: July 7, 2022

Attached is the Officer's Monthly Report for June 2022.

JB

CC: D. Mator, Manager  
B. Jordan, Chairwoman  
S. Hollibaugh, Vice Chairwoman  
Dr. J. Mann  
J. Smullin  
V. Frey



**OFFICER'S MONTHLY REPORT****June 2022**

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	65	303	368
CALLS FOR SERVICE/FIELD CONTACTS	438	2,410	2848
ALL OTHER CALLS	521	2,531	3052
TOTALS CALLS FOR SERVICE	1024	5,244	6268
 <u>ARRESTS</u>			
ADULT	9	42	51
JUVENILE	0	4	4
TRAFFIC CITATIONS	76	186	262
NON TRAFFIC CITATIONS	4	17	21
PARKING CITATIONS	7	2	9
WARNINGS	97	191	288
 <u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	0	0
 <u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	9,954	47,992	57,946
GALLONS OF GASOLINE USED	706.4	4,224.40	4930.8
REPAIRS/MAINTENANCE	1,526.94	8,216.57	9,743.51
 <u>OVERTIME PAID</u>			
COURT (OFF DUTY)	23	122.00	145
PRELIMINARY HEARINGS	3.5	12.00	15.5
PRETRIAL	0	0.00	0
INVESTIGATIONS	2	11.50	13.5
ARRESTS	2	23.50	25.5
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	8	40.00	48
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	2	72.50	74.5
TOTAL HOURS	40.5	281.50	322

**OFFICER'S MONTHLY REPORT**  
**June 2022**

<b>QUARTERLY REPORT</b>	<b>2021 YEAR TO DATE</b>	<b>2022 YEAR TO DATE</b>
REPORTABLE CALLS FOR SERVICE	356	368
CALLS FOR SERVICE/FIELD CONTACTS	2,464	2,848
ALL OTHER CALLS	3,159	3,052
<b>TOTAL CALLS FOR SERVICE</b>	<b>5,979</b>	<b>6,268</b>
 <b><u>ARRESTS</u></b>		
ADULT	29	51
JUVENILE	2	4
TRAFFIC CITATIONS	70	262
NON TRAFFIC CITATIONS	8	21
PARKING CITATIONS	8	9
WARNINGS	9	288
 <b><u>PERSONNEL</u></b>		
GRIEVANCES FILED BY POLICE OFFICERS	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0
LETTERS COMMENDING POLICE OFFICERS	5	0
 <b><u>VEHICLE REPORTS</u></b>		
TOTAL MILES TRAVELED	59,742	57,946
GALLONS OF GASOLINE USED	3,326.75	4,930.80
REPAIRS/MAINTENANCE	4,596.24	9,743.51
 <b><u>OVERTIME</u></b>		
COURT (OFF DUTY)	13	145
PRELIMINARY HEARINGS	6	15.5
PRETRIAL	0	0
INVESTIGATIONS	9	13.5
ARRESTS	30	25.5
SPEED CHECKS	0	0
PRIVATE CONTRACTS	0	0
MISC. HOURS - FILLED SHIFTS	32	48
MISC. HOURS - ADMIN HOURS	0	0
ALL OTHER MISC. HOURS	29	74.5
<b>TOTAL HOURS</b>	<b>119</b>	<b>322</b>

## Points of Interest

June 2022

Budget Figure YTD – 47.71%

### Chief Robert Loper

- June 3- Meeting held with Deer Lakes Superintendent.
- June 20- Firearms Qualifications at Hampton Township Range.
- June 21- Attended Public Safety meeting with representatives from all emergency services.

### K9 Officer Edward Newman

- June 3- Tracking and drug training held at West Deer K9 Training area.
- June 9- Maintenance
- June 16- Tracking training held at Butler Township Park.
- June 29- Obedience training held at West Deer K9 area.

### Sergeant Petosky & Officer Fedunok

- June 10- Shooting drill training held at Hampton Township Range.
- June 22- High risk suspect warrant service in McCandless Township.
- June 24- Training held at Ross Township Monastery. Operators trained on rescue tactics, high angle rope access, and rope rescue operations.

### EMA- Sergeant Shurina

- See attached EMA report

### Deer Lakes School District

- See attached SRO report
- See attached yearly SRO report
- June 1- Officer Lindner provided general security for the High School Awards Ceremony.
- June 2- Officers Brand and Lindner provided general security for the Senior Dinner Dance held at Bairdford Park.
- June 3- Officer Orler provided general security for Curtisville Primary's Field Day.
- June 6- Officer Rigous provided general security for East Union Intermediate's Field Day.
- June 8- Officers Wikert, Vulakovich, Orler, and Dobransky provided general security and traffic control for Deer Lakes High School Graduation Ceremony.

### Explorers

- June 8- Allegheny County Mounted Unit came to speak with the students.

- June 22- Meeting cancelled; due to lack of interest this program will be revisited when school resumes in August.

#### Misc. Details

- June 2- Government Day was held for 5<sup>th</sup> grade East Union Intermediate school students at the municipal building.
- June 13-17- Officers Dobransky and Orlor attended NASRO (school resource officer) training.
- June 18- Stationary DUI Checkpoint held in Indiana Township. Sergeant Petosky, Officers Evan, Rigous, Trocki, and Elza participated.
- June 20 & 21- All officers attended firearms qualifications at Hampton Township Range. Sergeant Petosky and Officer Rigous instructed both days.



**EMA Coordinator: Michael Shurina**  
109 East Union Road - Cheswick, PA 15024 / 724-265-1100  
mshurina@westdeertownship.com

**EMA Team**

Robert Loper  
Joshua Wiegand  
Mark Lovey  
Garv Borsuk

John Krauland  
Donald Gerlach  
Aaron Skrbini

# EMERGENCY MANAGEMENT

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Monthly Report  
**JUNE 2022**

Listed below are the activities which the West Deer Township Emergency Management Coordinator and/or Deputies (EMA Team) participated in and/or responded to.

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**NOTHING TO REPORT THIS MONTH**

**Submitted by:**

**Sgt. Michael J. Shurina**  
**West Deer Township Police Department**  
**West Deer Township EMA Coordinator**



# POLICE DEPARTMENT

## Monthly Report Deer Lakes School District SRO / Security Detail & Logs

**JUNE 2022** (LAST DAY JUNE 8<sup>TH</sup>)

### WDPD INCIDENT REPORTS

**TOTAL: 5**

- 4 Harassment – Terroristic Threats
- 1 Assault – Strong Arm
- 2 **TOTAL ARRESTS / CITATIONS FROM ABOVE INCIDENTS**  
(Summary, Misdemeanor, Felony)

### SRO / SECURITY DETAILS & LOGS

**TOTAL: 26**

- 18 Security General
  - Security Cafeteria
  - Security Parking Lot
- 2 Instruct SRO Student Program
  - Instruct SRO Faculty Program
  - Instruct DARE Program
- Attend Court
- 2 Attend Meeting
  - Attend Training
- Assist Student
- Assist Teacher
- 4 Assist Administrator
  - Assist Juv. Prob. Officer
  - Assist Nurse / EMS
  - Assist Other
- Student Transport
- Student Missing / Search
- Student Monitoring
- Suspicious Incident / person
- K-9 Drug Search
- School Safety Drill
- Other / Miscellaneous

**TOTAL ACTIVITY**

**TOTAL: 31**



## POLICE DEPARTMENT

### TOTAL ACTIVITY BY SCHOOL

HIGH SCHOOL	7	ADMIN. BUILDING	0
MIDDLE SCHOOL	5	BUS GARAGE	0
E.U. INTERMEDIATE	12	OTHER	0
CURT. PRIMARY	7		

### FREQUENT STUDENT INVOLVEMENT

DL School / Student ID #: None

TOTAL INVOLVEMENTS THIS PERIOD: None

### DARE / SRO CLASSES AND PROGRAMS

#### DARE

#### CLASSES INSTRUCTED DURING THIS PERIOD

Number of Classes

Grade Level

None

N/A

#### SRO Programs / Miscellaneous

#### INSTRUCTED DURING THIS PERIOD

Program

School

Date

Government Day

6 Classes / 3<sup>RD</sup> Grade

June 2, 2022

Submitted by:

Sgt. Michael J. Shurina  
West Deer Township Police Department  
Deer Lakes School District SRO

*See attached WDPD reports for more detail and/or any notes regarding specific incidents.*

**YEARLY REPORT**  
**Deer Lakes School District**  
**SRO / Security Detail & Logs**

**2021 – 2022 SCHOOL YEAR**

<b>WDPD INCIDENT REPORTS</b>	<b>TOTAL: 61</b>
------------------------------	------------------

- 19 HARASSMENT REPORTS
  - 8 Harassment – General
  - 9 Harassment – Terroristic Threats
  - 2 Harassment – By Communications
- 11 DISORDERLY CONDUCT REPORTS
  - 11 Disorderly Conduct – General
- 10 DRUG LAW REPORTS
  - 10 Drug Laws – General
- 4 MOTOR VEHICLE ACCIDENT REPORT
  - 4 MVA – Non Reportable
- 3 ASSAULT REPORT
  - 3 Assault – Strong Arm
- 3 CRIMINAL MISCHIEF REPORT
  - 3 Criminal Mischief – General
- 2 THEFT REPORT
  - 2 Theft – Other
- 2 CHILD LINE REPORT
  - 2 Child – Child Line Reports
- 1 SEX CRIME REPORTS
  - 1 Sex Crimes – Indecent Exposure
- 1 WEAPON VIOLATION REPORTS
  - 1 Weapon Violation – Firearm



- 1      **TRESPASS REPORT**
  - 1      **Trespass – Business**
- 1      **SRO DETAIL REPORT**
  - 1      **SRO Detail – Security (General)**
- 1      **MISSING PERSON REPORT**
  - 1      **Missing Person – Juvenile Male**
- 1      **MENTAL COMMITMENT REPORT**
  - 1      **Mental Commitment – Voluntary**
- 1      **EMS ASSIST REPORT**
  - 1      **EMS Assist – Workplace**

**TOTAL ARRESTS/CITATIONS/CRIMINAL CHARGES**

**27**      This includes all Summary, Misdemeanor, and Felony charges from above WDPD Incident Reports above.

5	Harassment	(Summary)
16	Disorderly Conduct	(Summary)
5	Drug Laws (Title 35)	(Misdemeanor)
1	Terroristic Threats	(Misdemeanor)



# POLICE DEPARTMENT

## SRO / SECURITY DETAILS & LOGS

TOTAL: 844

561	Security General
20	Security Cafeteria
9	Security Parking Lot
5	Instruct SRO Student Program
2	Instruct SRO Faculty Program
12	Instruct DARE Program
2	Attend Court
25	Attend Meeting
15	Attend Training
14	Assist Student
29	Assist Teacher
66	Assist Administrator
0	Assist Juv. Prob. Officer
11	Assist Nurse / EMS
5	Assist Other
5	Student Transport
4	Student Missing / Search
5	Student Monitoring
8	Suspicious Incident / person
2	K-9 Drug Search
33	School Safety Drill
11	Other / Miscellaneous

## TOTAL ACTIVITY

TOTAL: 905

## TOTAL ACTIVITY BY SCHOOL

HIGH SCHOOL	224
MIDDLE SCHOOL	212
E.U. INTERMEDIATE	210
CURT. PRIMARY	214
ADMIN. BUILDING	7
BUS GARAGE	0
OTHER	38

**DARE / SRO CLASSES AND PROGRAMS**

**DARE / CHARLIE CHECK FIRST**

**CLASSES INSTRUCTED DURING THIS PERIOD**

<u>Number of Classes</u>	<u>Grade Level</u>
12	1 <sup>st</sup> Grade Charlie Check First
10	2 <sup>nd</sup> Grade DARE Classes
12	4 <sup>th</sup> Grade DARE Classes
14	3 <sup>rd</sup> Grade Charlie Check First
35	5 <sup>th</sup> Grade DARE Classes
1	5 <sup>th</sup> Grade DARE Graduation Assembly

**SRO Programs**

**PROGRAMS INSTRUCTED DURING THIS PERIOD**

<u>Program</u>	<u>School</u>	<u>Date</u>
Safety Day	Curtisville Primary	October 22, 2021
Forensic Class (assist teacher)	High School	October 14, 2021
ALICE Refresher	All (Teacher In-Service)	November 11, 2021
K-9 School Searches	High / Middle Schools	April 1, 20232
Government Day (Twp Tour)	3 <sup>rd</sup> Grade (6 Classes)	June 2, 2022

**SAFETY DRILLS****Emergency Drills (per building)**

<u>Drills</u>	<u>Drill Type</u>	<u>School</u>
1	ALICE Active Shooter (Barricade)	All
1	ALICE Active Shooter (Evacuation)	All
1	ALICE Active Shooter (Decision Based)	All
1	Lockdown (General)	All
1	Reverse Evacuation	All
2	Bus Evacuation	All
1	Shelter In Place	All
1	Severe Weather Emergency	All

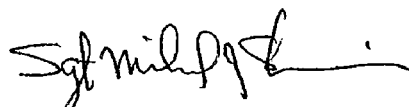
<b>Total Emergency Drills</b>	<b>36</b>
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**Fire Drills**

<u>Drills</u>	<u>School</u>
10	High School
11	Middle School
11	East Union
7	Curtisville

<b>Total Fire Drills</b>	<b>39</b>
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**Note:** PA Dept. of Education Requirement is at least 6 Fire Drills / 3 Safety Drills for above school year.  
See Navigate 360 Data for more detailed Safety Drill information.

**Submitted by:**

**Sgt. Michael J. Shurina**  
**West Deer Township Police Department**  
**Deer Lakes School District SRO**

Date Printed:  
7/5/2022

## West Deer Township Police Department Calls For Service Activity Report

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

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Report Start Date:	6/1/2022	Report End Date:	6/30/2022
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### Calls For Service:

911 HANG UP - GENERAL	1
ALARM ACTIVATION - BUSSINESS/FALSE	6
ALARM ACTIVATION - C02	1
ALARM ACTIVATION - RESIDENTIAL	1
ANIMAL - BITE	1
ANIMAL - COMPLAINT	12
ASSAULT - STRONG ARM	2
ASSIST - EMS	22
ASSIST - EMS (DOA)	1
ASSIST - EMS (NARCAN)	3
ASSIST - OTHER	2
ASSIST - POLICE	5
ASSIST - RESIDENT	8
ASSIST - WELFARE CHECK	8
CHILD - CHILD LINE REPORTS	1
CIVIL - COMPLAINT	4
CIVIL - LANDLORD TENANT	1
CIVIL - NEIGHBOR DISPUTE	1
CRIMINAL MISCHIEF - RESIDENTIAL	2
DISABLED VEHICLE - GENERAL	5
DISORDERLY CONDUCT - GENERAL	2
DOMESTIC - PHYSICAL	2
DOMESTIC - VERBAL	5
DRUG LAWS - GENERAL	2
DUI - OVER LEGAL AGE	6
FIRE - BURNING COMPLAINT	1
FIRE - OTHER	1
FIRE - STRUCTURE (RESIDENCE)	1
FRAUD - GENERAL	3
HARASSMENT - COMMUNICATIONS	1
HARASSMENT - GENERAL	1
HARASSMENT - TERRORISTIC THREATS	5
HAZARDOUS CONDITION - FLOODING	1
HAZARDOUS CONDITION - ROAD HAZARD	6
HAZARDOUS CONDITION - TREE DOWN	13
HAZARDOUS CONDITION - UTILITY COMP	2
HAZARDOUS CONDITION - WIRE DOWN	11
MENTAL COMMITMENT - INVOLUNTARY	2
MVA - DUI	1
MVA - LEAVING THE SCENE	5
MVA - NON REPORTABLE	2
MVA - REPORTABLE	6
NOISE COMPLAINT - BUSINESS	1
NOISE COMPLAINT - RESIDENTIAL	1

## Calls For Service:

NOT ASSIGNED	2
PARKING COMPLAINT - RESIDENTIAL	5
PATROL - GENERAL	89
PFA - SERVICE	4
PHONE CALLS - GENERAL	6
POLICE INFORMATION - FOLLOW UP INVEST	3
POLICE INFORMATION - GENERAL	19
PROPERTY - FOUND	2
PROPERTY - LOST	2
RUNAWAY - JUVENILE FEMALE	1
SEX CRIMES - INDECENT EXPOSURE	2
SPECIAL DETAIL - ADMINISTRATIVE	21
SPECIAL DETAIL - CHILD SEAT INSTALLATIO	1
SPECIAL DETAIL - FINGERPRINT RESIDENT	1
SPECIAL DETAIL - OTHER / MISC.	4
SPECIAL DETAIL - PATROL	4
SPECIAL DETAIL - PUBLIC RELATIONS	1
SRO DETAIL - ASSIST ADMINISTRATOR	4
SRO DETAIL - ATTEND MEETING	2
SRO DETAIL - INSTRUCT SRO PROGRAM (ST	2
SRO DETAIL - SECURITY (GENERAL)	18
SUSPICIOUS - OTHER	2
SUSPICIOUS - PERSON	5
SUSPICIOUS - VEHICLE	1
THEFT - BUSINESS	1
THEFT - FROM MOTOR VEHICLE	1
THEFT - RESIDENTIAL	1
TRAFFIC - COMPLAINT	11
TRAFFIC - DETAIL	68
TRAFFIC - RADAR SPEED SIGN	2
TRAFFIC - STOP	50

**TOTAL CALLS FOR SERVICE: 503**

Date Printed:  
7/5/2022

## West Deer Township Police Department Total Arrest Report

This report lists all adult and juvenile arrests made within a given time period.  
(Note: This report only includes Misdemeanor and Felony arrests.)

Report Start Date: 6/1/2022

Report End Date: 6/30/2022

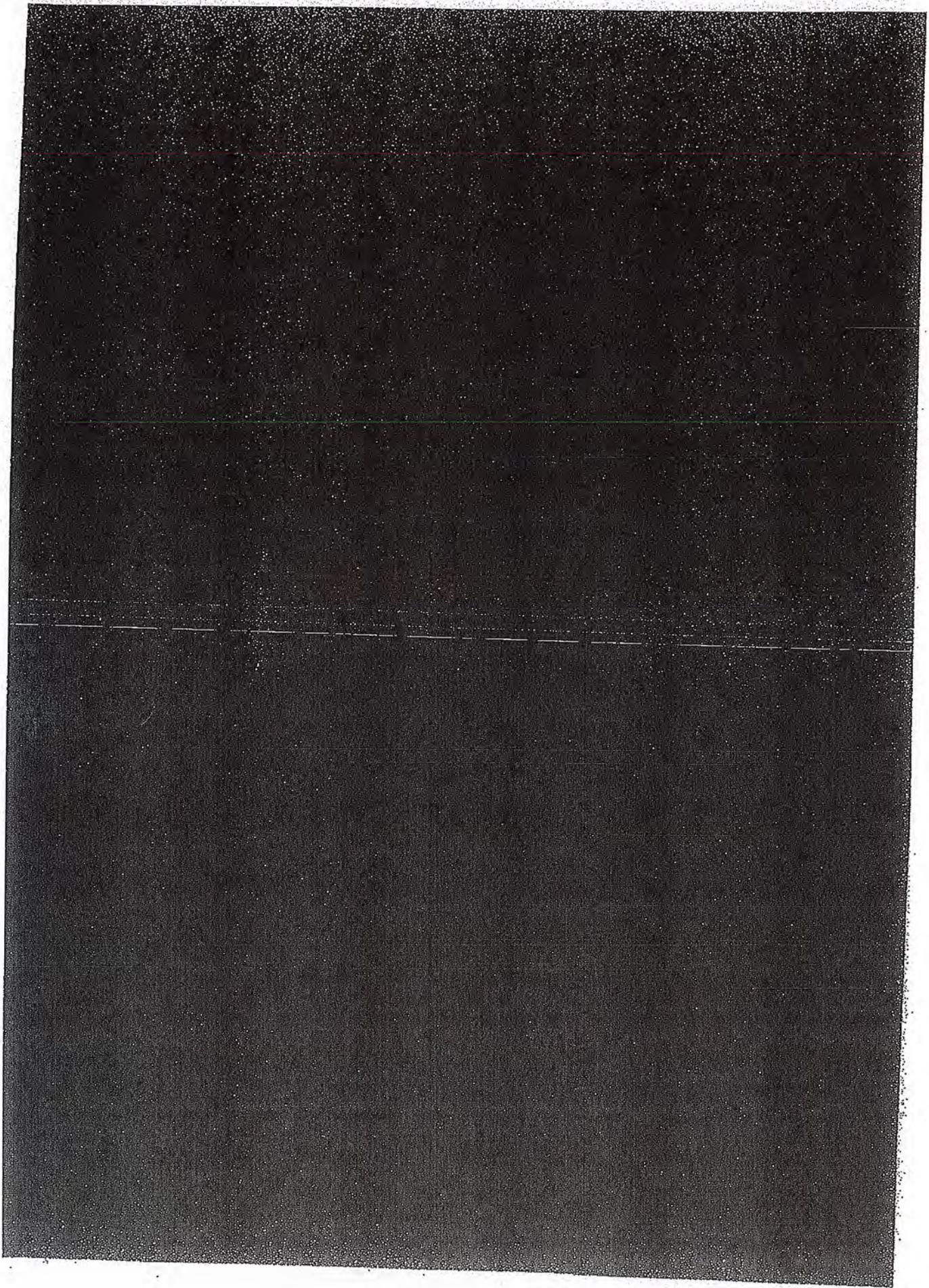
ARREST DATE	D I #	SIGNAL CODE	JUVENILE ARREST
6/2/2022	20220323	DUI - OVER LEGAL AGE	
6/3/2022	20220319	DUI - OVER LEGAL AGE	
6/4/2022	20220318	DUI - OVER LEGAL AGE	
6/5/2022	20220322	DUI - OVER LEGAL AGE	
6/6/2022	20220325	SEX CRIMES - INDECENT EXPOSURE	
6/8/2022	20220333	TRAFFIC - COMPLAINT	
6/17/2022	20220200	DUI - OVER LEGAL AGE	
6/24/2022	20220273	MVA - DUI	
6/27/2022	20220364	DOMESTIC - PHYSICAL	

TOTAL ARRESTS: 9

TOTAL ADULT ARRESTS: \_\_\_\_\_

TOTAL JUV. ARRESTS: \_\_\_\_\_







## **PUBLIC WORKS FOREMAN'S REPORT**

ATTACHED IS THE PUBLIC WORKS FOREMAN'S REPORT.

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

**2022**  
**MONTHLY REPORT FOR JUNE**  
**PUBLIC WORKS DEPARTMENT**

**ROADS**

- Repair mud slide on Beacom Road approx. 205' by 10' wide.
- Base repair on Church Street approx. 10' X 40' and asphalt.
- Replace 50' of 12' pipe and install 1 catch basin on Church Street.
- Prep & install 250' of wedge curb on Rittman Road.
- Clean trees and debris after storm.
- Patch per complaints Joseph, Monier, Christ & Crest.
- Remove tree limbs on Cemetery per complaint.
- Clean catch basins in Magill with Vac Trailer.

**TRUCKS & EQUIPMENT**

- Replace batteries in truck # 6 & pickup.
- Replace hydraulic line on milling head attachment.
- Replace front caster wheel & clutch on old Hustler mower.
- Replace fuel filter on Hustler.
- Grease & clean both excavators & skid steers.
- Clean & grease trucks.

**MISCELLANEOUS**

- Change lights for Police.
- Replace 6 GFI outlets at Pavilion.
- Stain wood & seal new concrete at Pavilion.
- Spread bark at Nike Site.
- Setup & tear down for Food Truck Event at Nike Site.
- Hang utility box at Park for Police security cameras.
- Fix door on Ladies bathroom at Bairdford Park.
- Attend Equipment Show at Ross Township.
- Plant grass at Cedar Glen & Bayfield (yard restoration).
- Remove posts from Middle Road Ext. (acting as a safety barrier for low hanging wires).
- Remove & set up chairs & tables for carpet cleaning in meeting room.
- Unclog sink in Ladies bathroom at Municipal Building.
- Cut grass.
- Mow weeds along various roads.

PA1 Calls


120

OT

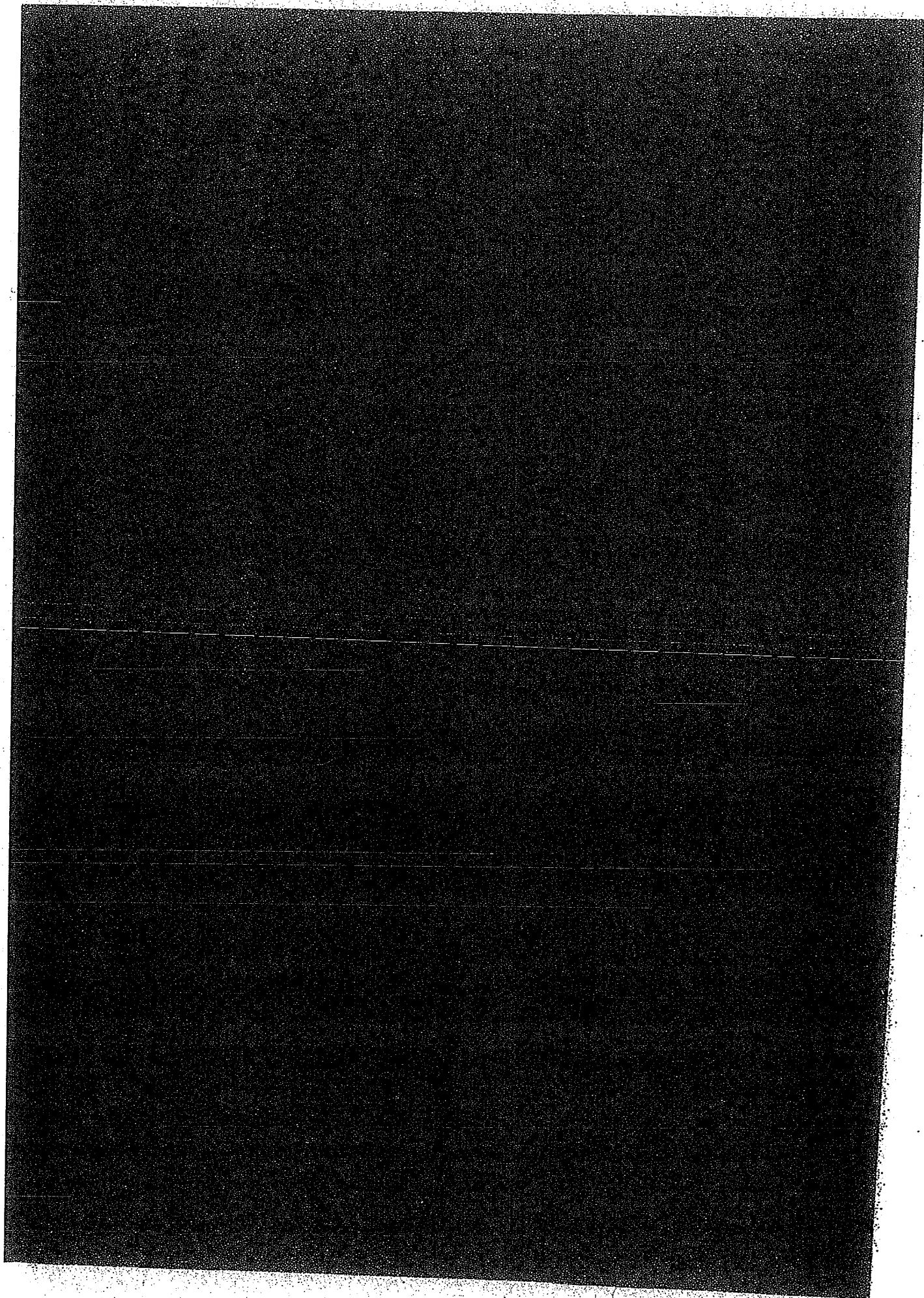
15 hrs (park)

15 hrs (storm damage)

30 hrs

  
Kevin Olar

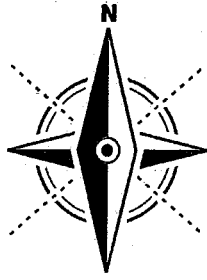
7-13-22  
Date



**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

**JUNE 2022 ENGINEER'S REPORT**  
**WEST DEER TOWNSHIP**  
Prepared July 12, 2022

**VIA EMAIL**

### 1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Planning Commission Meeting – June 23, 2022

### 2. DEVELOPMENTS/PROJECTS

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

#### Projects:

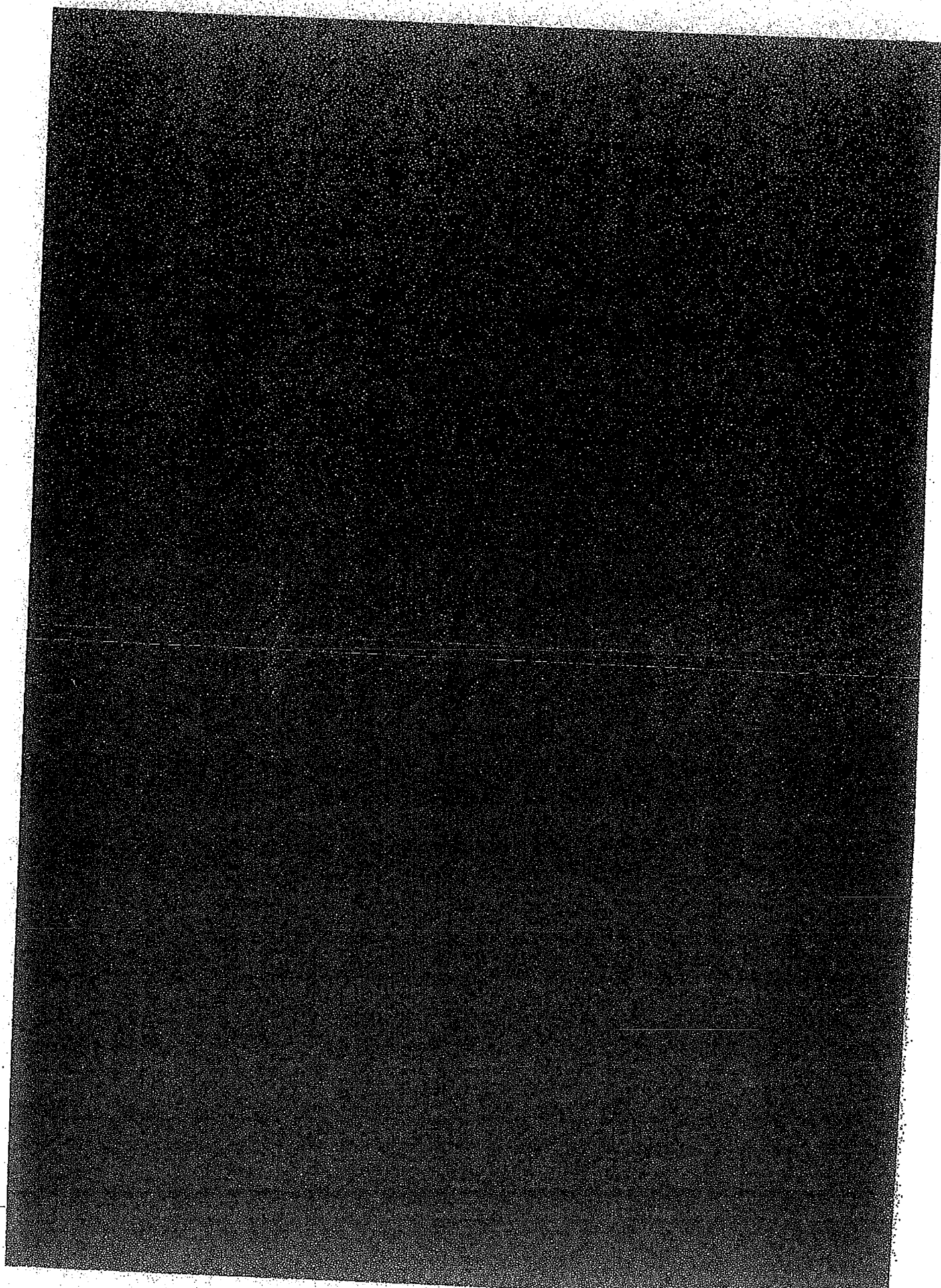
- 2022 Road Improvement Project – All hot mix and cold mix asphalt paving work has been completed by contractors A. Liberoni Inc. and Youngblood Paving, Inc. Backfilling of road edges by Youngblood Paving, Inc. is ongoing.

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

- None

Respectfully Submitted,  
**SHOUP ENGINEERING, INC.**

Scott A. Shoup, P.E.  
Township Engineer



**MUNICIPAL SEPARATE STORM SEWER (MS4) ANNUAL REPORT**

MR. SHOUP.....

**PLANNING & ZONING COMMUNITY DEVELOPMENT DIRECTOR  
REPORT**

ATTACHED IS THE PLANNING & ZONING COMMUNITY  
DEVELOPMENT DIRECTOR'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?





**DEPARTMENT OF CODE ENFORCEMENT AND ZONING**

**MEMORANDUM**

**TO:** Daniel J. Mator, Township Manager  
**FROM:** Harmit Bedi  
**DATE:** July 12, 2022  
**RE:** Monthly Report – June, 2022

Please see below Monthly Report for the month of June from the Department of Code Enforcement and Zoning.

ITEM	RESULTS
Occupancy Permits Issued	17
Building Permits	19
Site Inspections	73
Issued Notices of Violation	16
Initiated Code Compliance Complaints	24
Attended Court	6 (citations)

- A regular Planning Commission Meeting was held on June 23, 2022 to consider a conditional use application, zoning map, zoning ordinance and wireless communication facilities ordinance.
- On June 30, 2022, the Zoning Hearing Board held a meeting to consider two variance applications for the reduced side yard setback.

Thank you.

## West Deer Township

### Occupancy Permit Report

June 2022

Permit Date	Permit Number	Lot Block	Applicant Name	Street Address	Use	New Construction
06/09/2022	O22-097	1356-S-275	Michael and Andrea Hilliard	5249 MIDDLE RD.	Single Family Home	Yes
06/09/2022	O22-098	1509-N-101	Albert G. Eiler	82-84 CHRISTONIA RD	Single Family Home	No
06/09/2022	O22-099	2014-L-332	Donald Killmeyer, Jr.	180 MILLERSTOWN CULMERVILLE	Single Family Home	No
06/10/2022	O22-100	1667-B-187	Todd A. Johnson II and Laura E. Johnson	303 MCINTYRE RD	Single Family Home	No
06/13/2022	O22-101	1360-H-12	Joel Chrostowski	258 SHAGBARK DR	Single Family Home	No
06/13/2022	O22-102	1216-M-082	Amy Gaviglia	62 RUSSELLTON DORSEYVILLE	Single Family Home	No
06/13/2022	O22-103	1511-K-258	Geraldine L. and Daniel T. Loughlin	31 IDEAL AVE	Single Family Home	No
06/14/2022	O22-104	1215-G-388	Joseph Liberto Kenneth Waters	4690 GIBSONIA RD.	Business	No
06/15/2022	O22-105	2194-J-56	Teri Sarnowski	4548 BAKERSTOWN CULMERVILLE RD	Single Family Home	No
06/17/2022	O22-106	1670-K-55	Julian R. Smith and Katie Smith	1454 SANDSTONE CT	Single Family Home	No
06/21/2022	O22-107	1214-K-38	Elizabeth J. Fryer & Joseph D. Acklin	3612 NORTH RIDGE DR	Single Family Home	No

**West Deer Township  
Occupancy Permit Report  
June 2022**

06/22/2022	O22-108	1509-E-319-A	Donald & Jane Dillner	80 Oak Road	Business	No
06/22/2022	O22-109	1215-F-210	Constance Stevenson	48 QSI LN	Single Family Home	No
06/22/2022	O22-110	1511-K-398	Doug Lane	141 REAGHARD DR	Single Family Home	No
06/23/2022	O22-111	2012-S-78	Trudy Vaughn	413 HAWTHORNE LANE	Single Family Home	No
06/27/2022	O22-112	1670-S-122	Jason Clover	207 MCKRELL RD	Single Family Home	Yes
06/29/2022	O22-113	1837-M-99	GDEC Properties LLC	1776-1782 SAXONBURG BLVD	Business	No

<b>Total Fees Collected by Month</b>						
<b>June-</b>	<b>\$375</b>					

<b>Total Fees Collected</b>						
<b>Grand Total - \$375</b>						

**West Deer Township  
Building Permit Report  
June 2022**

Permit Date	Permit Number	Type	Owner	Address	Parcel ID	Construction Cost	Fees Collected
06/01/2022	P22-109	Emergency Generator	Edward & Carol L. Siwec	421 RACHAEL CT	1357-K-020	\$9,600.00	\$100.00
06/02/2022	P22-110	Above Ground Pool	GEORGE S & AMY SHURINA JR	6 PARK DR	1511-N-061	\$5,200.00	\$50.00
06/02/2022	P22-111	Solar Panel	AUSTIN YOUNG	26 PARK DR	1511-N-29	\$54,280.00	\$475.00
06/07/2022	P22-112	Fence	AMY M. BAIUS	121 GLASGOW RD	2192-G-325	\$500.00	\$10.00
06/08/2022	P22-113	Shed	AMY M. BAIUS	121 GLASGOW RD	2192-G-325	\$2,000.00	\$44.00
06/08/2022	P22-114	Above Ground Pool	JOHN E SANDZIMIER	318 LAUREL LN	2012-M-131	\$950.00	\$50.00
06/17/2022	P22-115	Fire Protection	JOSEPH TIBENSKY	22 FRONTIER DR	1357-G-30	\$8,000.00	\$290.00
06/17/2022	P22-116	Above Ground Pool	RANDY M. & JAMIE MLINARCIC JR.	109 REAGHARD DR	1511-J-330	\$10,000.00	\$50.00
06/22/2022	P22-117	Solar Panel	ROBERT M & LYNN WAITS JR	126 RINGNECK CT	1356-M-042	\$25,177.00	\$375.00
06/22/2022	P22-118	Shed	RICHARD ALLEN SMITH	130 SQUIRREL HOLLOW RD	1357-E-201	\$3,200.00	\$58.00
06/22/2022	P22-119	Shed	Jason and Jennifer Sherrill	296 WEST STARZ	1359-C-315	\$6,000.00	\$72.00

**West Deer Township  
Building Permit Report  
June 2022**

06/23/2022	P22-120	Fire Protection	COPAM Properties	45-62 Hampshire Lane	2010-F-284	\$28,000.00	\$413.50
06/24/2022	P22-121	Deck	SAFEGUARD MISTY REALTY GROUP LLC	118 REAGHARD DR	1511-J-164	\$5,000.00	\$65.00
06/24/2022	P22-122	Above Ground Pool	Jennifer Rochkind	1242 SAXONBURG BLVD	2388-J-082	\$600.00	\$50.00
06/24/2022	P22-123	Addition	DAVID CASILE	3687 CEDAR RIDGE RD	1214-M-227	\$50,000.00	\$340.50
06/24/2022	P22-124	Deck	PAUL & MARY ANTONINKA	107 PINE ST	1361-S-393	\$1,800.00	\$44.00
06/29/2022	P22-125	Driveway	RICHARD ALLEN SMITH	130 SQUIRREL HOLLOW RD	1357-E-201	\$5,000.00	\$15.00
06/30/2022	P22-126	Porch with Roof	CHRISTOFE STRAUB	2014 MARSHALL ST	1670-M-133	\$2,500.00	\$51.00
06/30/2022	P22-127	Fence	Jeremy and Marcie Packer	1218 SANDSTONE CT	1511-C-013	\$9,000.00	\$93.00
<b>Totals: 19</b>						<b>\$226,807.00</b>	<b>\$2,646.00</b>

Permit Type	Count	Construction Cost	Fee Total
Above Ground Pool	4	\$16,750.00	\$200.00
Addition	1	\$50,000.00	\$340.50
Deck	2	\$6,800.00	\$109.00
Driveway	1	\$5,000.00	\$15.00

**West Deer Township  
Building Permit Report  
June 2022**

Emergency Generator	1	\$9,600.00	\$100.00
Fence	2	\$9,500.00	\$103.00
Fire Protection	2	\$36,000.00	\$703.50
Porch with Roof	1	\$2,500.00	\$51.00
Shed	3	\$11,200.00	\$174.00
Solar Panel	2	\$79,457.00	\$850.00
Issued	19	\$226,807.00	\$2,646.00

**West Deer Township**  
**109 East Union Road**  
**Cheswick, PA 15024**

**WD Inspection Report**  
**From 06/01/2022 To 06/30/2022**

**Count by Type**

Type	Count
Commercial Occupancy	1
Complaint Follow Up	31
Drywall	1
E/S Control Inspection	3
Electrical/Plumbing	2
Final	5
Floodplain	3
Footer	3
Foundation	3
Framing	1
Holding Tank Inspection	1
Occupancy Inspection	17
Site Inspection	1
Site Line	1
Total	78

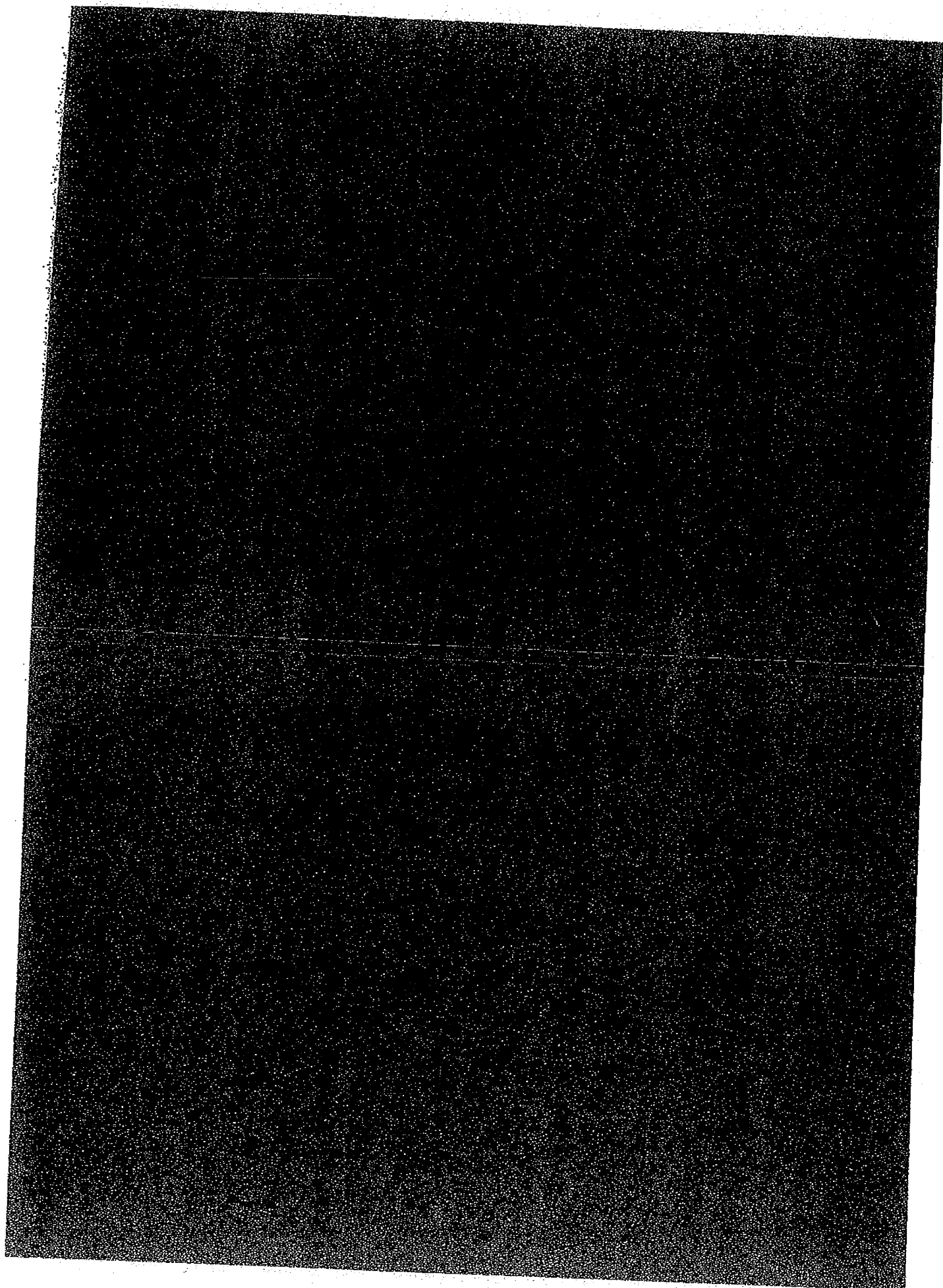
**West Deer Township**  
**109 East Union Road**  
**Cheswick, PA 15024**

**WD Inspection Report**  
**From 06/01/2022 To 06/30/2022**

**Count by Status**

Status	Count
Cancelled	1
Completed	40
Failed	3
Open	1
Passed	28
Total:	75





**PARKS & RECREATION BOARD REPORT**

ATTACHED IS THE PARKS & RECREATION BOARD REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

## **Parks & Recreation Report**

**July 20<sup>th</sup>, 2022**

### **Planned 2022 Events**

- July 30th - Hunter Trapper Safety at Bairdford Park
- August 2nd - Food Truck Event at Nike Site
- August 5th - Movie in the Park at Bairdford
- September 2nd - Movie in the Park at Bairdford Park
- September 6th - Food Truck Event at Nike Site
- September 24-25th- The West Deer Festival at Bairdford Park
- October 15th - Trunk or Treat at East Union Church
- December 11th - Breakfast with Santa at #1 VFD

July 1st Movie in the Park was canceled due to weather and we will show the movie next month (Encanto).

At the July 5th Food Truck Event we had approximately 275 people

We currently have 5 vendors registered for the West Deer Festival.

Our next meeting will be July 27th, 2022.

[illegible]

# **West Deer Community Festival**

## **September 24-25, 2022**

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### **Saturday, September 24th**

10:00-Run/Walk Registration

10:30-Run/Walk Start

11:00-9:00PM - Rides - confirmed for both days

12:00-9:00PM - DJ - confirmed

3:00-5:00PM - Petting Zoo - confirmed for both days

3:00-9:00PM - Hay rides - confirmed for both days

3:00-5:00PM - Balloon Artist - confirmed for both days

3:00-5:00PM - Face Painting - confirmed for both days

5:00-6:00PM - Wild Animals - confirmed

6:30PM - Ice Cream or Pie Eating Contest

7:00-9:00PM - Karaoke - confirmed

### **Sunday, September 25th**

12:00-7:00PM-Rides

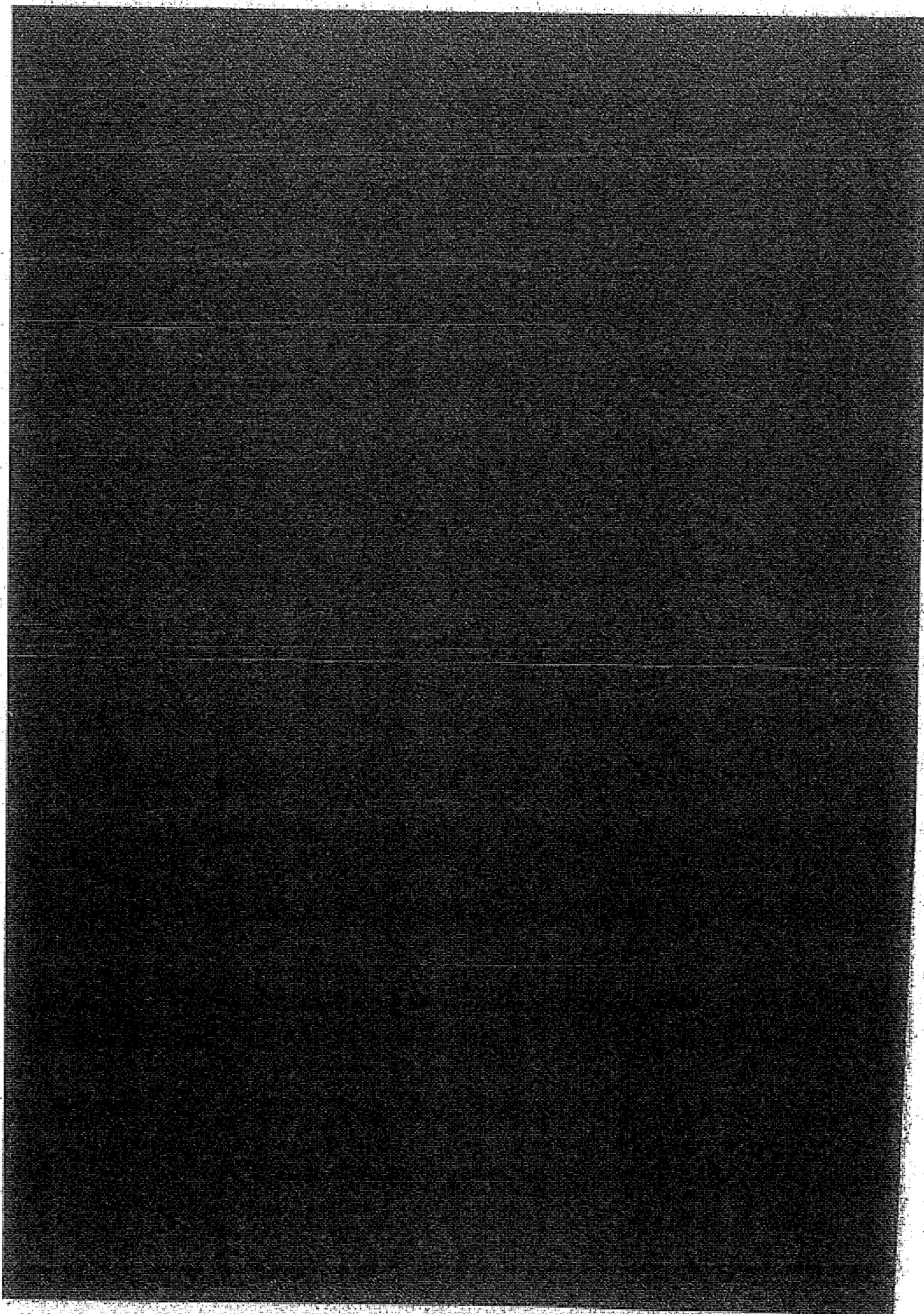
12:00-7:00PM - DJ

2:00-4:00PM - Face Painting

2:00-4:00PM - Balloon Artist

3:00-5:00PM - Petting Zoo

3:00-7:00PM - Hay Rides



**WEST DEER #1 VFC REPORT**

ATTACHED IS THE WEST DEER #1 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

# West Deer VFD #1

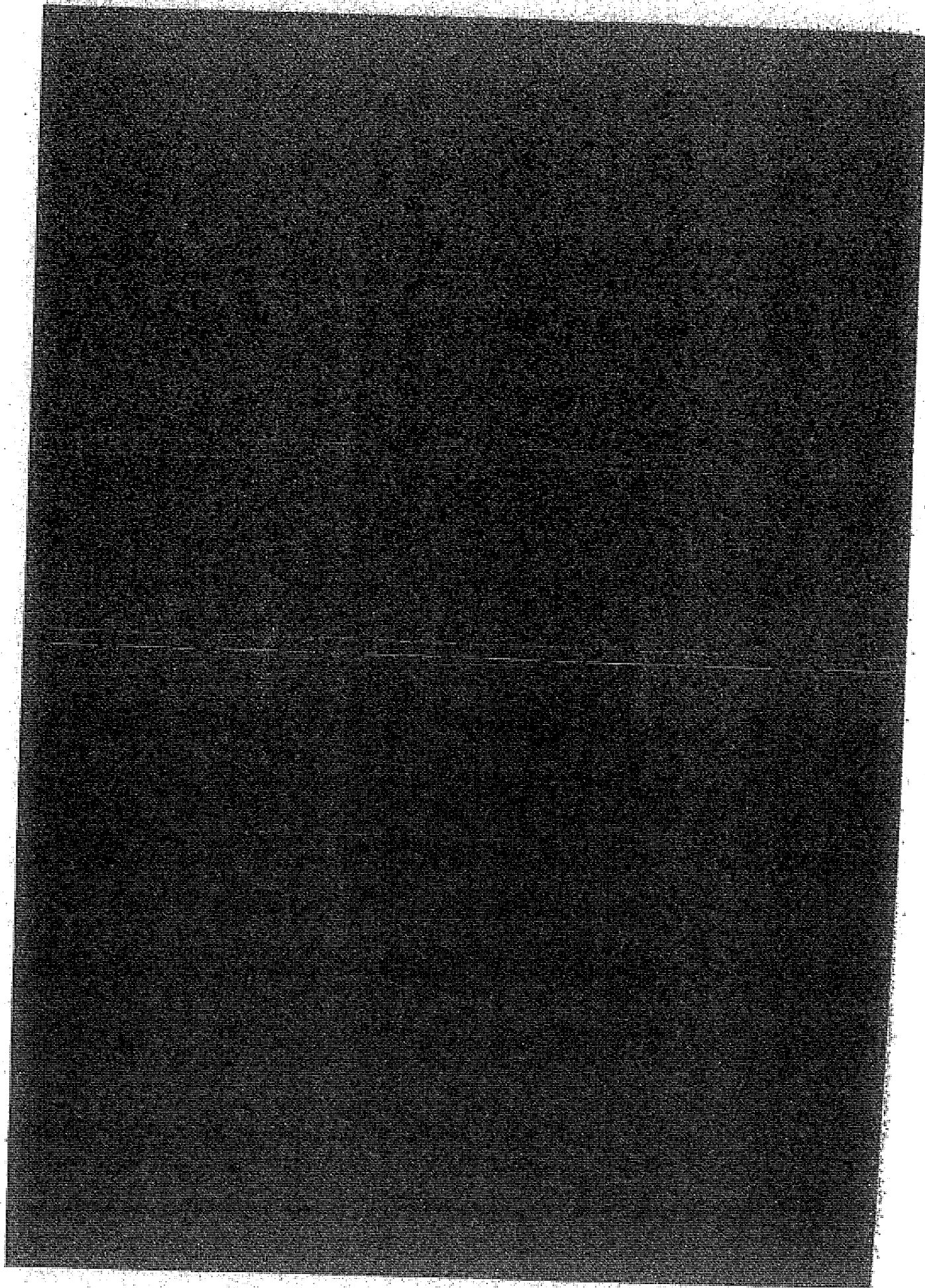
1520 Saxonburg Blvd Tarentum PA 15084

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## June 2022

- 19 fire calls
- Public safety meeting with township
- Drivers training / pumping trucks
- New mulch & flowers on outside of building
- Had 3 hall rentals
- Replaced meeting room ceiling





**WEST DEER #2 VFC REPORT**

ATTACHED IS THE WEST DEER #2 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

## West deer #2 monthly report for June 8th 2022 to July 12th 2022

For the month of May/June we responded to 21 calls

- 2 false fire alarms
- 6 vehicle crashes
- 1 natural gas leak inside a resident
- 5 tree and wires down
- 1 garbage truck fire
- 2 brush fires
- 2 residential fires
- 2 possible residential fires
  
- 1 assist to Richland township

West deer # 2 has responded to a total 103 calls for 2022.

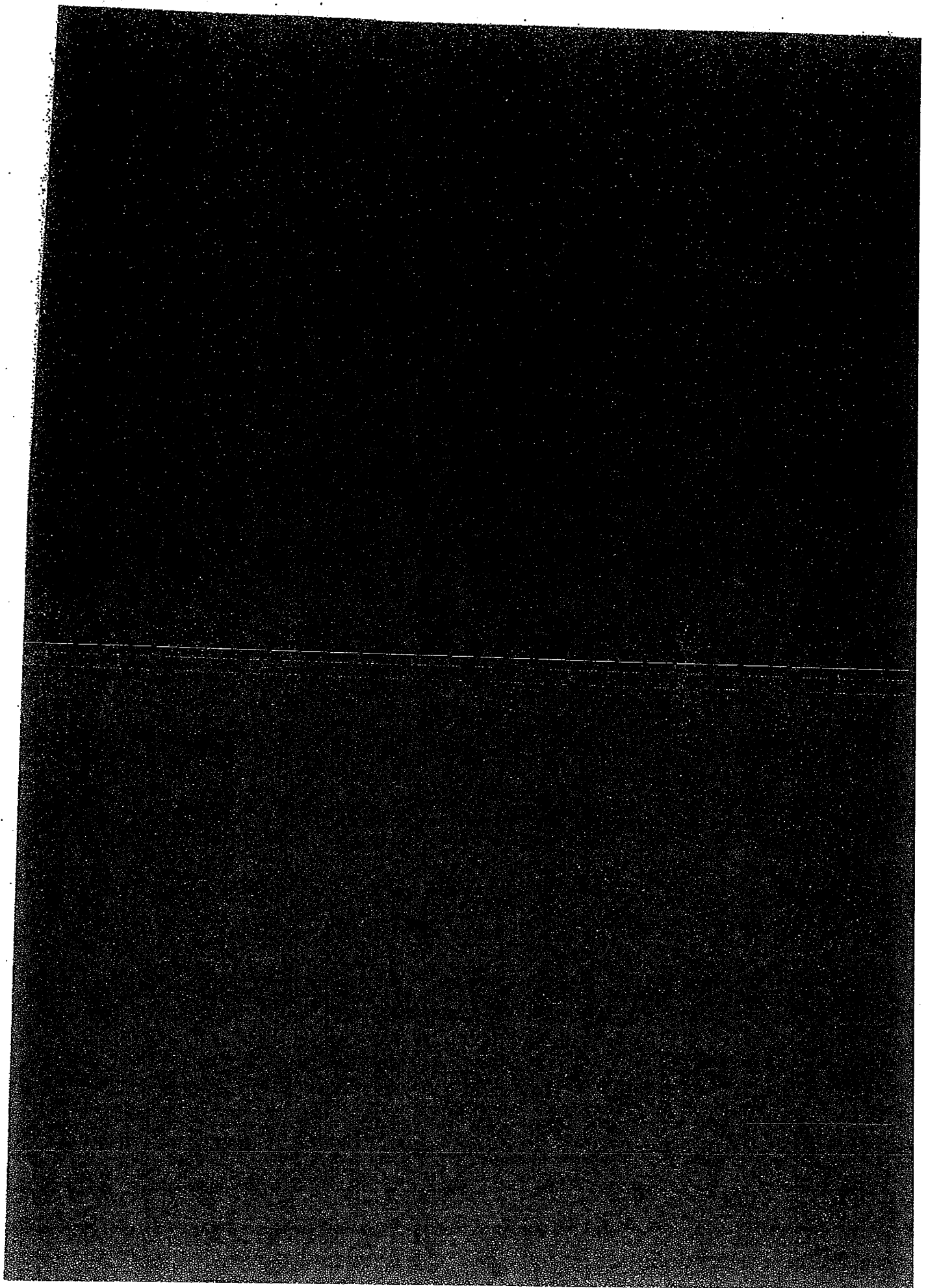
Crews trained on ropes, tanker operations and pump operation.

No news on any grants

Took delivery of additional rope rescue equipment

Finalized our engine refurbishment at a total of \$233,696.00. It's expected to go out in November and will be out of service for at least three

Meeting minutes not available for this months report



**WEST DEER #3 VFC REPORT**

ATTACHED IS THE WEST DEER #3 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer Twp. VFC # 3  
FIRE CHIEF'S REPORT  
July 2022

Call Report for June – 74 total calls

43 - QRS Calls with response, 3 - QRS calls with no response (6%)

26 - Fire Calls with response, 2 – Fire calls with no response (7%)

0 - Commercial Structure Fire

3 - Commercial Fire Alarm

3 - Residential Structure Fire

4 - Residential Fire Alarm

8 - MVC

0 - MVC w/ entrapment

0 - Rescue, other than MVC

6 - Misc. (flooding/wires down/trees down)

2 - Natural Gas

1 - Vehicle Fire

1 - False Call

9 - Richland

1 - Hampton

17 - West Deer

1 - Indiana

15 - 0500-1700

13 - 1700-0500

- Equipment/truck checklists – Need completed except for Engine and Medical

- Operations meeting cancelled due to July 4<sup>th</sup> holiday

- (6/3/22) Provided Engine for lighting at DUI Checkpoint

Upcoming events:

- 7/12 Training

- 7/19 Training

- 7/26 Work detail

- Fire Station project – Civil Engineer plan completed, Architect plan completed, awaiting mechanical plans

- Hose testing needs completed – No date yet

- Pump and ladder testing need scheduled – Allegheny Valley Fire is no longer providing pump testing

- Command vehicle deer strike damage and corrosion repaired by John Artzberger

- Command vehicle light bar awaiting parts for repairs

- Tanker – Doug Skelly replaced air check valve, still troubleshooting pump problem

- Township – Public Safety meeting held 6/21/22 with Fire, Police and EMS. Public works employees permitted to assist Fire Departments during daylight hours. Township holding additional budgeted funds till at least Sept.

- ISO Fire Study pending – no date

- Radios were ordered through County – awaiting delivery

- Donated police SUV still awaiting parts for repair

- Firefighter physicals scheduled for 10/15/22

- FEMA grant Performance Period Report submitted for 2020 AFG

- FEMA grant SF-425 Financial reports completed for 2020 AFG and 2020 AFG-S Grants

- COVID PPE policy N-95 or surgical masks required for patient care

- Personnel need to isolate for 5 days post positive test, mask for days 6-10

- Department of Health training center recertification approved, expires 9/30/2025

- Fire Company picnic 7/17/2022

Monthly P&L

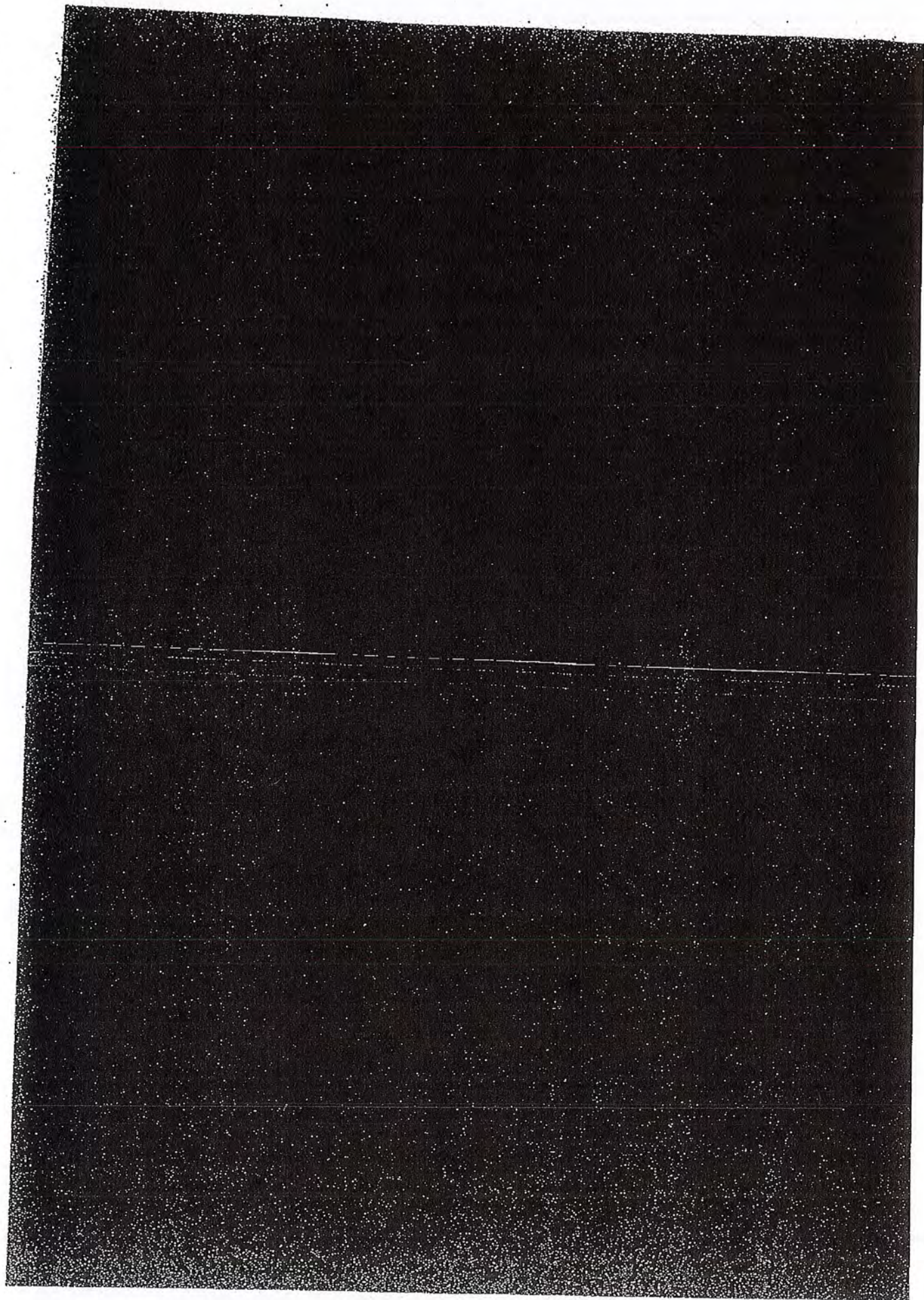
Income \$13,755.10

Expenses \$17,144.00

Respectfully submitted by:

Josh Wiegand, Fire Chief







**WEST DEER EMS REPORT**

ATTACHED IS THE WEST DEER EMS REPORT.

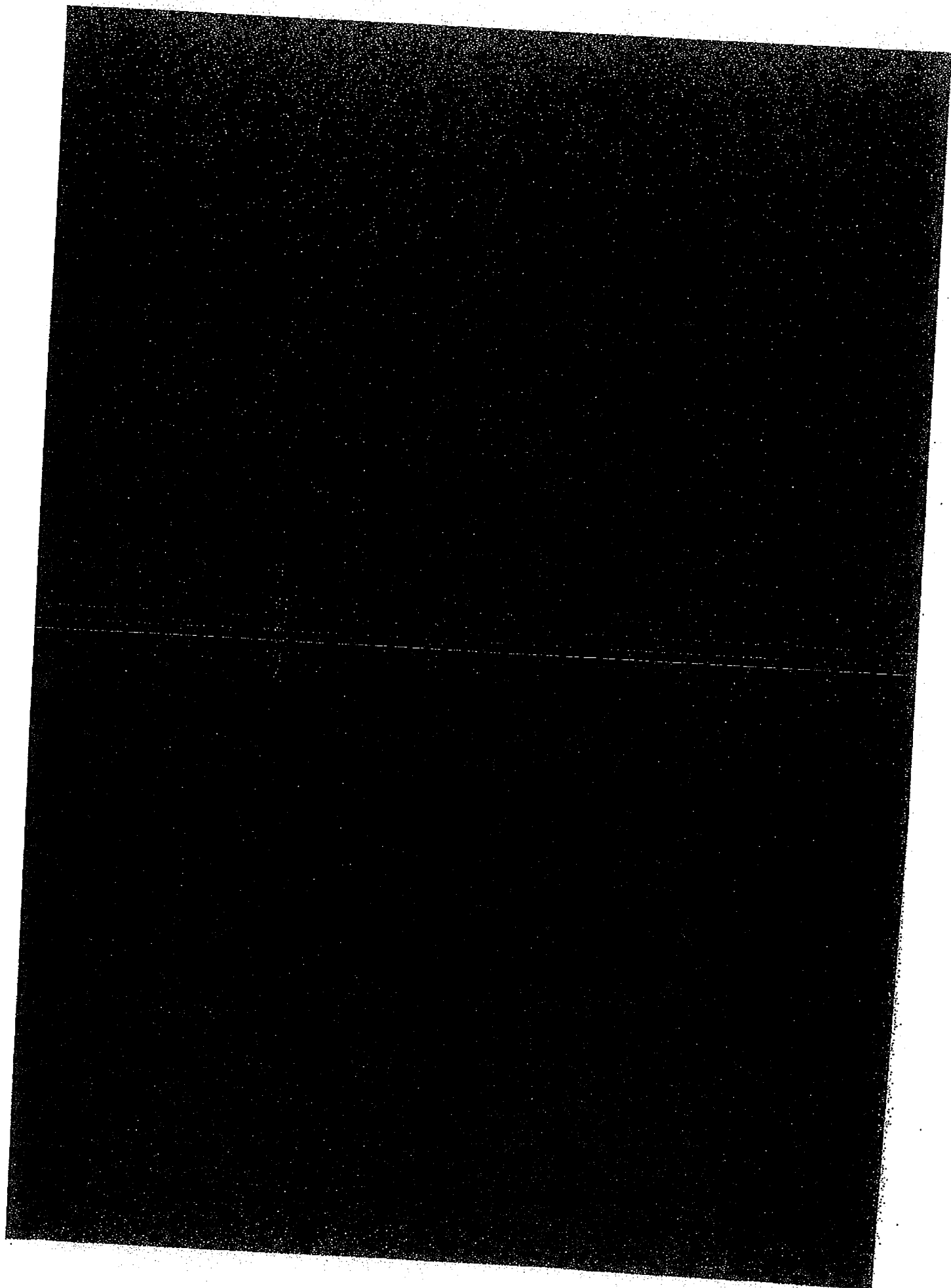
ARE THERE ANY QUESTIONS REGARDING THE REPORT?



## West Deer EMS

June of 2022

- 174 Total Requests for Service. This was the fourth busiest month of at least the last five years.
- Subscriptions went out and the return is as expected this year.
- 
- We will be doing a capital fund drive later in the year with the intent on fundraising for an additional vehicle that needs replaced.
- Income for April was \$149,565. This included billing, subscription returns, a state grant, and the sale of an out of service ambulance.. Expenses were \$72,288. This includes \$32,500 payment for a used ambulance to add to our fleet.
- According to the OFSC Act 10 grant was awarded in June for just over \$37,000
- The used ambulance we purchased was delivered. Early July the ambulance will be licensed and placed in service.
- Our collaboration with Seneca EMS is moving forward and working better than ever. The citizens of West Deer and West Deer EMS benefit tremendously with this collaboration.



**ADOPTION: ORDINANCE NO. 447 (ADOPTION OF CANTER LANE)**

ORDINANCE NO. 447

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE FOLLOWING STREET: CANTER LANE; AND AMENDING ORDINANCE NO. 427 TO INCLUDE THE SAME.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADOPTION OF OF ORDINANCE NO. 447 ACCEPTING THE FOLLOWING STREET: CANTER LANE, AND AUTHORIZING THE APPROPRIATE TOWNSHIP OFFICIAL TO SIGN THE DEED OF DEDICATION.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

**OFFICIAL**

**WEST DEER TOWNSHIP  
County of Allegheny  
Commonwealth of Pennsylvania**

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING AS A PUBLIC ROAD CANTER LANE IN THE HUNT CLUB AT GRANDVIEW ESTATES CONDOMINIUM, AND AMENDING ORDINANCE NO. 351 TO INCLUDE THE SAME**

**WHEREAS**, the Hunt Club at Grandview Estates Condominium Association (“the Association”) is the owner of land situated in West Deer Township, Allegheny County, Pennsylvania, known as the Hunt Club at Grandview Estates Condominium (“the Property”); and

**WHEREAS**, a road known as Canter Lane is located on the Property;

**WHEREAS**, the Association desires to dedicate Canter Lane – as described in the legal description and depicted in the drawing which are exhibits to the Deed of Dedication, which Deed of Dedication is attached hereto as Exhibit 1 and incorporated herein by reference – to West Deer Township for public use and enjoyment; and

**WHEREAS**, West Deer Township, upon recommendation of the Township Engineer and administration, has determined that accepting and recording a Deed of Dedication for Canter Lane is in the best interests of the Township, as it improves the Township’s infrastructure, public access, and public safety.

**NOW, THEREFORE, THE TOWNSHIP OF WEST DEER HEREBY ORDAINS**, by and through its

Board of Supervisors, as follows:

**Section 1.**

The foregoing recitals are incorporated herein by reference.

**Section 2.**

The Board of Supervisors accepts the Deed of Dedication for Canter Lane within the Grandview Estates Condominium Association attached hereto as Exhibit 1, to have and to hold as a public road/rights-of-way, together with the storm sewer systems constructed thereunder (if any), and with the same effect as if said roadway had been opened by a Decree of Court of Common Pleas in and for the County of Allegheny after proceedings duly held for that purpose under and in compliance with the laws of the Commonwealth of Pennsylvania.

**Section 3.**

Any and all ordinances and/or resolutions, or parts thereof, conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW, THIS 20<sup>th</sup> DAY OF JULY, 2022.

ATTEST:

WEST DEER TOWNSHIP

---

Township Manager

---

Chairperson, 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 20<sup>th</sup> day of July 2022, 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 the Pennsylvania Sunshine Act 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 five; 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

Beverly S. Jordan, Chairperson

Shirley Hollibaugh, Vice Chairperson

Vernon Frey

Jennifer Mann

James Smullin

WITNESS my hand and the seal of the Township on this 20<sup>th</sup> day of June 2022.

[SEAL]

By: \_\_\_\_\_  
Daniel Mator  
Township Manager

**Legal Description  
of the  
Canter Lane  
Right-of-Way**

Beginning at a point, said point being the intersection of the southern right-of-way of Allison Road (50' right-of-way) and the dividing line between Richland and West Deer Townships. Thence along the southern right-of-way of Allison Road, South  $64^{\circ}06'44''$  East, 197.10', to the true point of beginning. Thence continuing along the right-of-way of Allison Road and Canter Road (variable right-of-way), South  $84^{\circ}31'51''$  East, a distance of 140.54' to a point, thence continuing along the right-of-way of Canter Lane the following courses and distances:

By a curve to the left, having a radius of 50.00' and an arc length of 78.99' to a point;  
South  $02^{\circ}07'17''$  West, a distance of 178.20' to a point;  
By a curve to the left, having a radius of 95.00' and an arc length of 148.37' to a point;  
By a curve to the right, having a radius of 125.00' and an arc length of 562.93' to a point;  
North  $09^{\circ}20'16''$  West, a distance of 118.51' to a point;  
By a curve to the right, having a radius of 350.00' and an arc length of 69.99' to a point;  
North  $02^{\circ}07'17''$  East, a distance of 249.79' to a point;  
By a curve to the left, having a radius of 50.00' and an arc length of 57.80' to a point, being the true point of beginning.

Excepting a portion of land labeled as Common Area to be excluded, and described more fully, as follows:

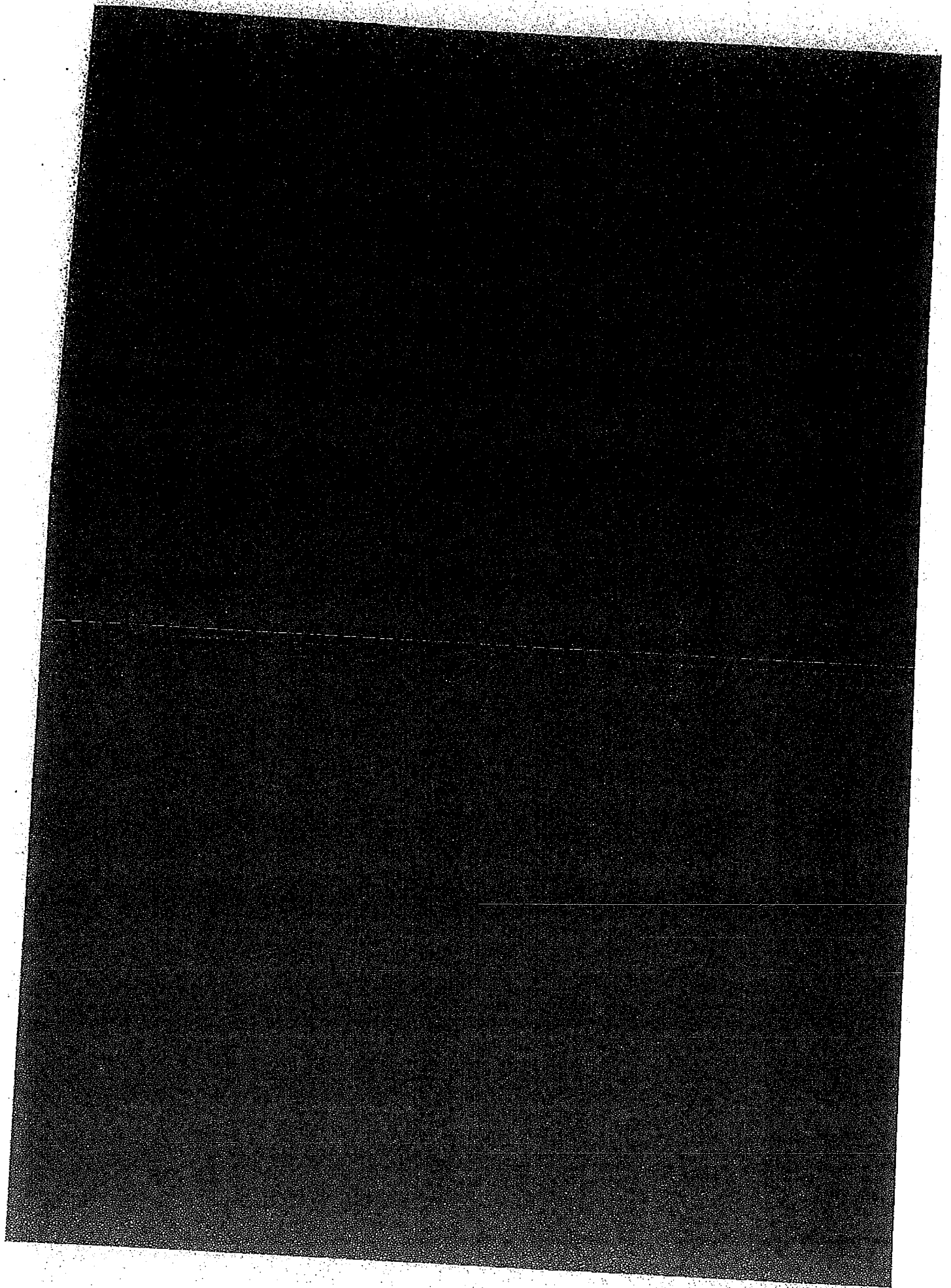
Beginning at the dividing line between the eastern right-of-way of Canter Lane (variable right-of-way) and the southern right-of-way of Allison Road (50' right-of-way), thence along the eastern right-of-way line of Canter Lane, by a curve to the left, having a radius of 50.00' and an arc length of 78.99' to a point; thence continuing South  $02^{\circ}07'17''$  West, a distance of 178.20' to a point; thence thru the right-of-way of Canter Lane, North  $87^{\circ}52'43''$  West, a distance of 30.00' to the true point of beginning. Thence from the true point of beginning the following courses and distances:

South  $02^{\circ}07'17''$  West, a distance of 59.14' to a point;  
By a curve to the left, having a radius of 320.00' and an arc length of 63.99' to a point;  
South  $09^{\circ}20'16''$  East, a distance of 118.51' to a point;  
By a curve to the left, having a radius of 95.00' and an arc length of 427.83' to a point;  
By a curve to the right, having a radius of 125.00' and an arc length of 195.23' to a point, being the true point of beginning.

All, as described on The Hunt Club at Grandview Estates, as recorded in PBV 232, Pages 167-170, and as shown on Exhibit "A" attached hereto.







**ADOPTION: RESOLUTION NO. 2022-12 (COMMUNITY BPID AUTHORITY)**

**RESOLUTION NO. 2022-12**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS AND TOWNSHIP MANAGER TO SIGN AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA AUTHORIZING ELECTRONIC ACCESS TO PENNDOT SYSTEMS.

(SEE ATTACHED)

MR. MATOR.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2022-12 AUTHORIZING AND DIRECTING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS AND TOWNSHIP MANAGER TO SIGN AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA AUTHORIZING ELECTRONIC ACCESS TO PENNDOT SYSTEMS.

	MOTION	SECOND	AYES	NAYES
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

**TOWNSHIP OF WEST DEER**

**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF WEST DEER, ALLEGHENY COUNTY,  
PENNSYLVANIA, AUTHORIZING AND DIRECTING THE  
CHAIRPERSON OF THE BOARD OF SUPERVISORS AND  
TOWNSHIP MANAGER TO SIGN AN AGREEMENT WITH THE  
COMMONWEALTH OF PENNSYLVANIA AUTHORIZING  
ELECTRONIC ACCESS TO PENNDOT SYSTEMS**

**WHEREAS**, the Board of Supervisors of the Township of West Deer has an interest in working with the Pennsylvania Department of Transportation (PennDOT); and

**WHEREAS**, most PennDOT applications, forms, and registrations exist electronically on their website.

**NOW THEREFORE**, the Board of Supervisors of the Township of West Deer does hereby **RESOLVE** that the Chairperson of the Board of Supervisors of West Deer Township be authorized and directed to sign the attached Agreement on its behalf, and that the Township Manager be authorized and directed to attest the same.

**RESOLVED**, by the Board of Supervisors of the Township of West Deer, this 20<sup>th</sup> day of July, 2022.

**ATTEST:**

**TOWNSHIP OF WEST DEER**

---

Daniel Mator  
Township Manager

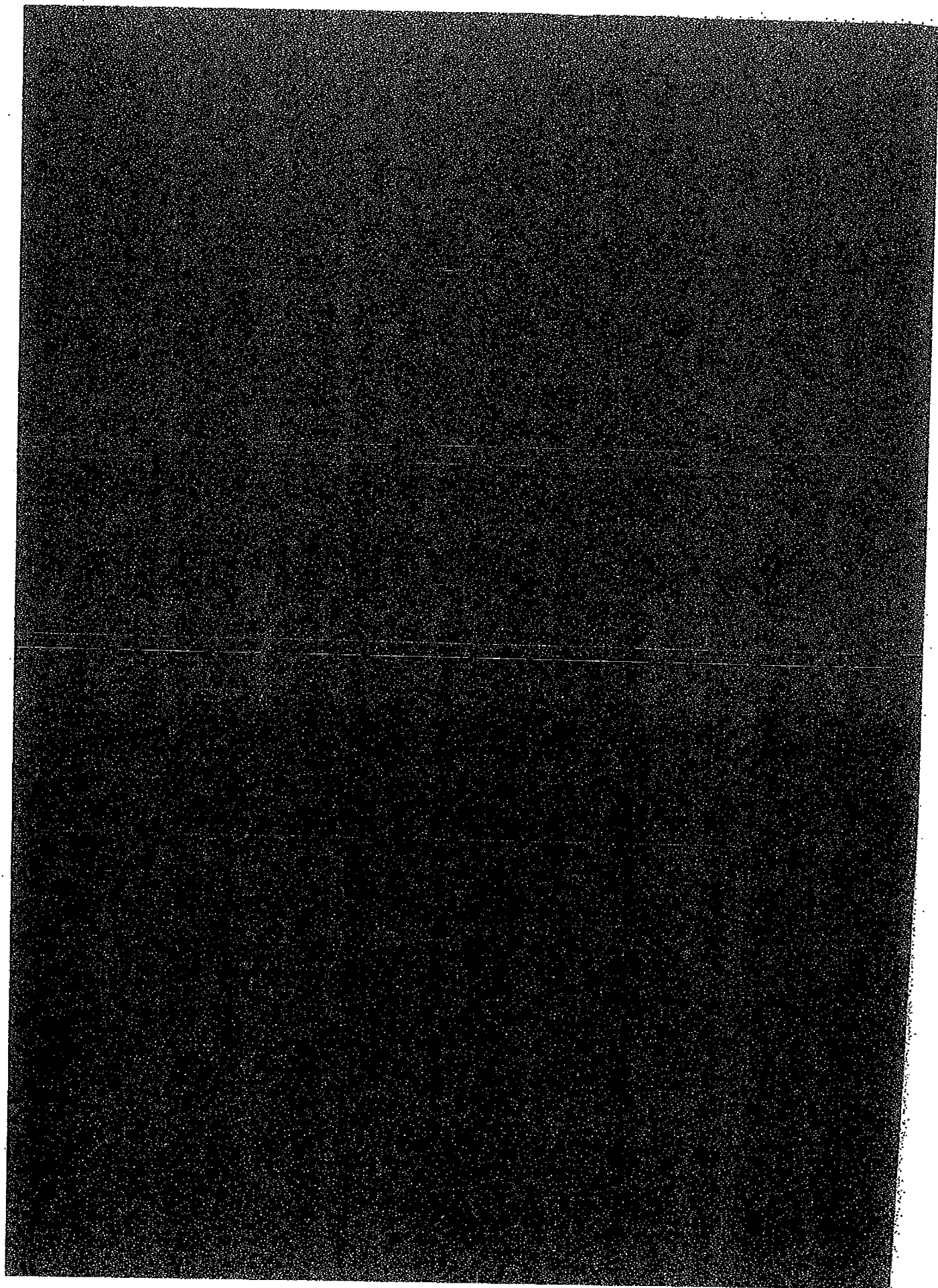
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Beverly Jordan  
Chairperson, Board of Supervisors

I, Daniel Mator, or the Township of West Deer, do hereby certify that the forgoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors of West Deer Township held the 20<sup>th</sup> day of July 2022.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Mator, Township Manager



**APPROVAL: ALLEGHENY COUNTY WINTER MAINTENANCE  
AGREEMENT (2022-2025)**

ATTACHED IS THE COUNTY WINTER MAINTENANCE AGREEMENT  
FOR THE – 2022-2023, 2023-2024, & 2024-2025 WINTER SEASONS.

(SEE ATTACHED)

MR. MATOR...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT THE COUNTY WINTER MAINTENANCE  
AGREEMENT AS PRESENTED.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____



# SUBMITTAL FORM

## ALLEGHENY COUNTY MUNICIPAL SNOW & ICE AGREEMENT

2022-2023, 2023-2024 AND 2024-2025 WINTER SEASONS

MUNICIPALITY: \_\_\_\_\_ CLASS: \_\_\_\_\_  
(name) (borough, township, city)

Upon review of the Municipal Snow & Ice Agreement with Allegheny County, please select one of the following options:

- ☐ **OPTION #1:** We are in agreement with the Municipal Snow & Ice Agreement and Exhibit A as submitted. We understand the following is required to process the Agreement:
- ☐ **TWO ORIGINALS:** Print **two originals** of the Municipal Snow & Ice Agreement that was emailed to your municipality.  
*Note: One fully executed original will be returned to the municipality. Be sure to include additional originals if required for municipal files.*
- ☐ **CERTIFICATES OF INSURANCE (Paragraph 10 of the agreement):**  
*Note: Insurance documentation is required each year to initiate the payment process.*
- ☐ **General Liability Insurance:** Minimum coverage of \$1,000,000 per occurrence.
- ☐ **Auto Liability Insurance:** Minimum coverage of \$1,000,000 per occurrence.
- ☐ **Workers Compensation Insurance:** As required by law.
- ☐ **Additional Insureds:** County of Allegheny, County Executive, County Manager, County Council, and County Employees *must* be listed as additional insureds.
- ☐ **OFFICIAL ACTION (Paragraph 13 of the agreement):** Add the date and title of the municipal official authorizing action on the agreement.
- ☐ **SIGNATURES (Signature Page of the agreement):** Sign in **blue ink**.
- ☐ **SUBMISSION:** Return by **September 30, 2022** this completed **submittal sheet**, at least **two (2) completed and signed originals**, and **certificates of insurance with additional insureds listed** to Cathy Trexler, Allegheny County Department of Public Works, 542 Forbes Avenue, Room 501, Pittsburgh, PA 15219.

- ☐ **OPTION #2:** We are not in full agreement with the roads as listed on Exhibit A of the Municipal Snow & Ice Agreement. Please take into consideration the following revisions: *(Attach additional sheet if necessary.)*

- ☐ **OPTION #3:** We do not currently wish to enter into a Municipal Snow & Ice Agreement with Allegheny County.  
*Note: Future requests to enter into a Municipal Snow & Ice Agreement with Allegheny County will be taken into consideration upon written request to the Allegheny County Department of Public Works.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Municipal Manager/Secretary

Please return this Submittal Form and all required documentation by **September 30, 2022** to Cathy Trexler, Allegheny County Department of Public Works, 542 Forbes Avenue, Room 501, Pittsburgh, PA 15219. If selecting Options 2 or 3 you may email the completed Submittal Form to [catherine.trexler@alleghenycounty.us](mailto:catherine.trexler@alleghenycounty.us). If you have questions, please call (412) 350-2501.



## AGREEMENT

MADE AND ENTERED into this \_\_\_\_ day of \_\_\_\_ 2022, between the County of Allegheny ("COUNTY")

AND

the Township of West Deer acting through its authorized representatives ("MUNICIPALITY").

## WITNESSETH

WHEREAS, certain public roads, including bridges with their approaches, in the MUNICIPALITY are part of the County Road System, to be constructed, improved and maintained by the COUNTY, and

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance and the application of deicing materials ("WINTER SERVICES") for certain County Roads, including bridges with their approaches, within the MUNICIPALITY in a prompt and efficient manner and has signified its willingness to furnish these WINTER SERVICES for the COUNTY during the Winter Seasons of 2022-2023, 2023-2024 and 2024-2025 (the "Winter Season" for the purpose of this Agreement will be the period from November 1 to March 31 of each season) subject to payment by the COUNTY to the MUNICIPALITY as hereinafter provided; and

WHEREAS, the MUNICIPALITY can perform the WINTER SERVICES in a manner satisfactory to the COUNTY in order to facilitate the safe and unimpeded flow of vehicular traffic over said County Roads, including bridges with their approaches, within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY will perform the WINTER SERVICES for the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

### 1. SCOPE OF SERVICES

The MUNICIPALITY will undertake and accomplish the required WINTER SERVICES for said County Roads, including bridges with their approaches, as indicated in Exhibit "A," attached



hereto and made part hereof, in a prompt and efficient manner, during each Winter Season and will conduct the WINTER SERVICES in such a manner as will, in the judgement of the COUNTY's Director of Public Works, or his/her duly authorized representative, facilitate the safe and unimpeded flow of vehicular traffic over the County Roads. If for any reason, the MUNICIPALITY cannot conduct the WINTER SERVICES on a given day, the MUNICIPALITY will contact the COUNTY's Field Manager, as indicated in Exhibit "A," and the COUNTY will provide the WINTER SERVICES for that given day, and the appropriate monetary adjustment will be made.

## 2. PAYMENT

The COUNTY will pay to the MUNICIPALITY, as full and complete reimbursement for WINTER SERVICES, the total sum of the rate established for each particular Winter Season, as indicated in Exhibit "A," with funds payable on or before November 15 prior to each Winter Season and upon receipt of the MUNICIPALITY'S active proof of insurance coverage, as described herein, for the forthcoming Winter Season. The MUNICIPALITY will perform all WINTER SERVICES for these amounts, regardless of the amount of work, equipment or materials required. The COUNTY shall not be responsible for paying any additional amounts for the WINTER SERVICES in excess of the established rates set forth on Exhibit "A," unless otherwise approved by the COUNTY's Director of Public Works by way of a duly authorized amendment to this agreement. The MUNICIPALITY will be compensated with an adjustment for severe winters in the following manner:

The MUNICIPALITY will submit a written request on or before September 15 prior to the next Winter Season for a severe winter adjustment for the previous Winter Season equal to the percentage of the Winter Season's three-year average snowfall over and above the thirty-year average snowfall for Allegheny County less a \$1,000.00 deductible for Municipalities with agreements totaling in excess of \$5,000.00 and a \$500.00 deductible for all agreements totaling \$5,000.00 or less. For the purposes of this agreement, the average snowfall for Allegheny County is 45.6 inches per Winter Season.

## 3. INDEMNIFICATION

The MUNICIPALITY undertakes its obligations and responsibilities under this Agreement as an independent contractor, and the MUNICIPALITY'S employees and/or lessors or contractors are not to be considered employees of the COUNTY for any purpose under this Agreement. The COUNTY will not be liable, nor will it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors for the performance or non-performance of the MUNICIPAL SERVICES or any other obligation arising from or connected in any way with performance of this Agreement.

## 4. TERM OF SERVICE

It is agreed by the parties hereto that this Agreement will be effective for the period commencing November 1 and will terminate on March 31 for each Winter Season as defined hereabove.

## 5. RESPONSIBILITIES OF THE MUNICIPALITY

The WINTER SERVICES performed by the MUNICIPALITY under this Agreement will be done to the satisfaction of the COUNTY. Such work will be subject to inspection by the COUNTY's Director of Public Works and/or his duly authorized representative. The MUNICIPALITY will maintain records indicating the number, time, and type of snow and ice control treatments used for each of the County Roads, including bridges with their approaches, as described in Exhibit "A," and will furnish these records to the COUNTY upon request. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COUNTY, the COUNTY may terminate the Agreement upon giving ten (10) days' written notice to the MUNICIPALITY. The MUNICIPALITY may also terminate this Agreement upon giving ten (10) days' written notice to the COUNTY. If the Agreement is so terminated, then the COUNTY will be entitled to payment from the MUNICIPALITY in the proportion of the number of days during which services were provided to the number of days in the Winter Season. The following formula will be used to determine arrangements:

$$\text{DAYS OF SERVICE} / \text{DAYS OF WINTER SEASON} = \text{PERCENTAGE OF PAYMENT}$$
$$\text{PERCENTAGE OF PAYMENT} \times \text{TOTAL PAYMENT FOR WINTER SEASON} = \\ \text{AMOUNT OF PAYMENT DUE TO COUNTY}$$

## 6. EQUAL EMPLOYMENT OPPORTUNITY

Attached to and included as part of this Agreement are provisions which prohibit discriminatory practices by the MUNICIPALITY (Exhibit "B"), Contractor Integrity Provisions (Exhibit "C"), and Provisions Concerning the Americans with Disabilities Act (Exhibit "D").

## 7. SUBCONTRACTORS

If the MUNICIPALITY enters into any subcontracts for this work under this Agreement with subcontractors who are currently suspended or debarred by the COUNTY, or who become suspended or debarred by the COUNTY during the term of this Agreement or any extensions or renewals thereof, the COUNTY will have the right to require the MUNICIPALITY to terminate such subcontracts.

## 8. AMENDMENTS

The Agreement constitutes the entire understanding and agreement between the parties. No amendment or modifications of this Agreement will be valid unless it is in writing and duly executed and approved by both parties.

## 9. RENEWAL

This Agreement will be automatically renewed for succeeding Winter Seasons with payment thereunder increasing by three percent (3%) each Winter Season unless either party terminates this Agreement in accordance with paragraph 5 on or before September 15 prior to the Winter Season in question.

## 10. INSURANCE

The MUNICIPALITY will provide an insurance certificate with general liability insurance and auto liability insurance, each with a minimum coverage of \$1,000,000 per occurrence, as well as workers' compensation insurance as required by law, to protect against any claim or loss arising out of the activities that are the subject to this Agreement. The COUNTY will be named on all policies of insurance as additional insureds with certificates verifying coverage furnished to the COUNTY. Additional insureds will be the County of Allegheny, the County Executive, the County Manager, County Council, and the County employees.

## 11. COMPLIANCE WITH STATE AND FEDERAL LAW

The MUNICIPALITY will fully obey and comply with all federal, state and local laws, statutes, ordinances, resolutions and administrative regulations, which are or will become applicable to any duties performed under this Agreement. This Agreement will be deemed to have been made in and will be construed according to the laws of the Commonwealth of Pennsylvania.

## 12. RECORDS RETENTION

MUNICIPALITY will maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which COUNTY funding has been provided under the provisions of this Agreement. The MUNICIPALITY will maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The MUNICIPALITY will provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon the request of the County Manager, the County Controller or their designees, upon receipt of reasonable advance notice, whether oral or written. The MUNICIPALITY'S books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement will be preserved and made available for a period of six (6) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of the MUNICIPALITY'S books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the MUNICIPALITY, to the COUNTY'S sole satisfaction, within thirty (30) days after the MUNICIPALITY'S receipt of written notice of such deficiencies. Failure of the MUNICIPALITY to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the COUNTY'S sole discretion, may result in the COUNTY withholding future payments.

13. AUTHORIZATION

The MUNICIPALITY has duly authorized its undersigned representative to execute this Agreement pursuant to official action taken on \_\_\_\_\_ by its \_\_\_\_\_. The Director of the Allegheny County Department of Public Works has been duly authorized to execute this Agreement on behalf of the County, pursuant to official action taken on \_\_\_\_\_ by its County Manager.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, intending themselves to be legally bound hereby, have executed this Agreement on the day and year written above.

TOWNSHIP OF WEST DEER

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS  
2022-2025 SNOW/ICE AGREEMENT  
EXHIBIT A

Rev. 06/2022

Municipality	Route ID	Road Name	Limits		Miles	Lanes	Rates per Two Lane Mile			
			Start	End			2022-2023	2023-2024	2024-2025	
WEST DEER	D1MA-2009-00	BAIRD FORD RD	SAXONBURG BLVD	BAKERSTOWN-CULMERVILLE RD	3.458	2	\$3,202.94	\$3,299.03	\$3,398.00	
WEST DEER	D1MA-2309-02	MIDDLE RD	EAST HARDIES RD	RT 910	1.019	2	11,075.77	11,408.05	11,750.28	
WEST DEER	D1MA-2309-03	MIDDLE RD EXTENSION	RT 910	BAIRD FORD RD	2.540	2	3,263.80	3,361.71	3,462.56	
WEST DEER	D1MA-3301-00	TARENTUM-CULMERVILLE RD	MILLERTOWN-CULMERVILLE RD	RT 908	1.734	2	8,135.47	8,379.54	8,630.92	
							5,553.90	5,720.52	5,892.13	
TOTALS					8.751		28,028.94	28,869.82	29,735.89	

Project Manager: Cathy Trexler  
Assistant Deputy Director: Lou Coyner  
Public Works Director: Stephen G. Shanley, P.E.

Phone:  
412-350-2501  
412-287-0865  
412-350-4005

## **EXHIBIT B**

### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

Each contract entered into by the City and County shall contain the following provisions by:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any employee who is qualified and available to perform the work.
2. Neither a contractor nor any subcontractor nor any person acting on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. Each contractor and each subcontractor shall furnish all necessary employment documents and records and permit access to their books, records, and accounts by the City and County, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. Each contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The City and County may cancel or terminate any contract, and all money due or to become due under any contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the City and County may disbar or suspend the contractor.

Whenever hereinabove the word "contractor" is used it shall include engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns.

**EXHIBIT C**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions

- a. CONFIDENTIAL information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the City and County.
  - b. CONSENT means written permission signed by a duly authorized officer or employee of the City or County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the City or County shall be deemed to have consented by virtue of execution of the contract.
  - c. CONTRACTOR means the individual or entity that has entered into a contract with the City or County, including directors, officers, partners, managers, key employees, and owners of more than a 4% interest.
  - d. FINANCIAL INTEREST means:
    - (1) ownership of more than a 5% interest in any business; or
    - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. GRATUITY means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The CONTRACTOR shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the City or County.
3. The CONTRACTOR shall not disclose to others any confidential information gained by virtue of the contract.
4. The CONTRACTOR shall not, in connection with this or any other contract with the City or County, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, otherwise

exercise of discretion, or violation of a known legal duty by any officer or employee of the City or County.

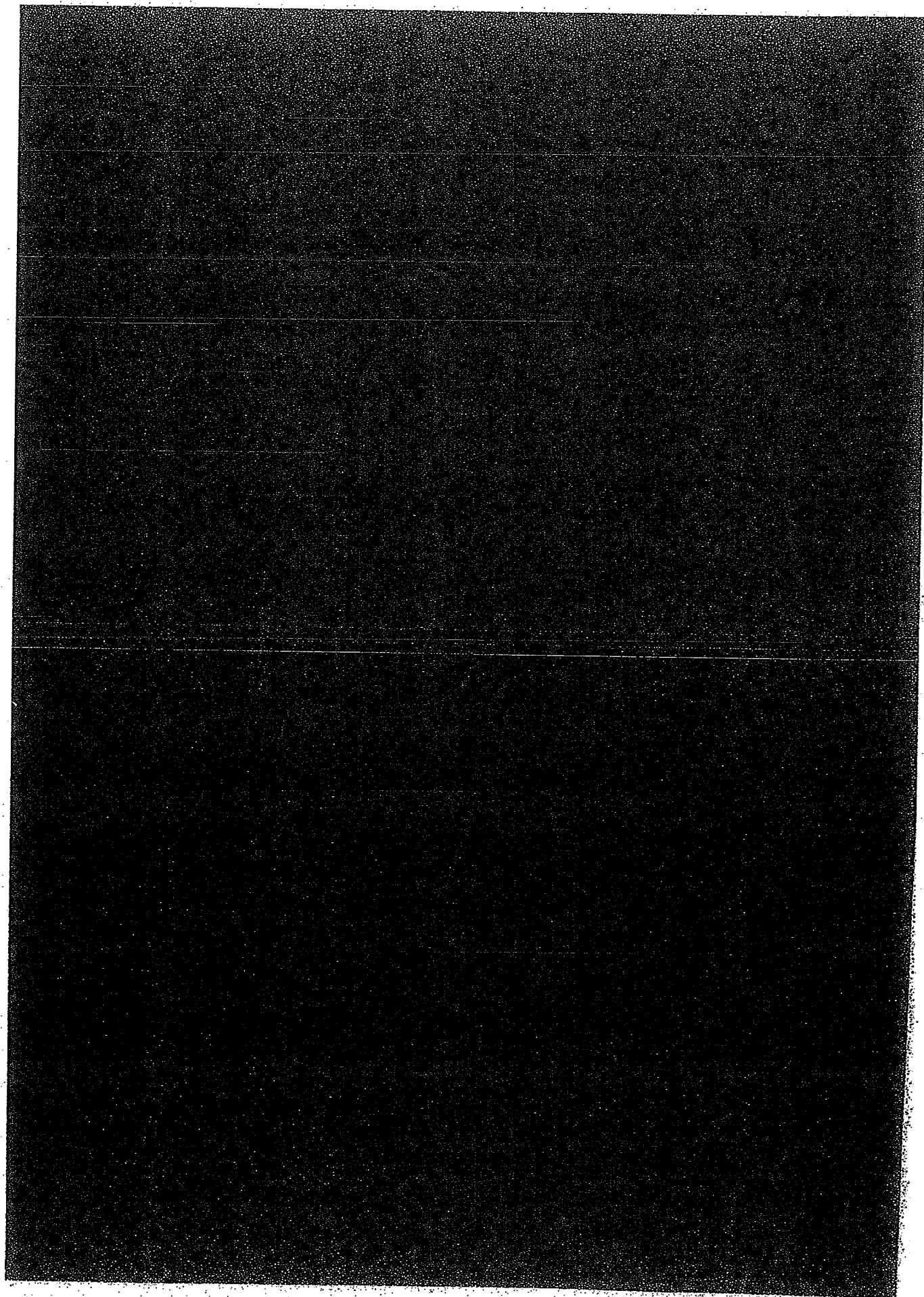
5. The CONTRACTOR shall not, in connection with this or any other contract with the City or County, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the City or County.
6. Except with the consent of the City or County, neither the CONTRACTOR nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the contract except as provided therein.
7. Except with the consent of the City or County, the CONTRACTOR shall not have a financial interest in any other CONTRACTOR, subcontractor, or supplier providing services, labor, or material on this project.
8. The CONTRACTOR, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the City and County in writing.
9. The contractor, by execution of the contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The CONTRACTOR shall, upon request of the City and County, promptly make available to the City and County and its authorized representatives, for inspection and copying all business and financial records of the CONTRACTOR of, concerning, and referring to the contract with the City and County or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the City or County may terminate this and any other contract with the CONTRACTOR, receive damages in an amount equal to the value of anything received or paid by CONTRACTOR in breach of these provisions, and damages for all expenses incurred in obtaining another CONTRACTOR to complete performance hereunder, and debar and suspend the CONTRACTOR from doing business with the City and County. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the City and County may have under law, statute, regulation, or otherwise.



## **EXHIBIT D**

### **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the City and County understand and agree that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the City and County agree to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act.



**APPROVAL/DENIAL: APPLICATION FOR FINAL APPROVAL OF PRD  
(TRADITIONS OF AMERICA)**

CONSIDER MOTION TO ADOPT FINDINGS AND DECISION  
APPROVING THE APPLICATION FOR FINAL APPROVAL OF THE ROSE  
RIDGE PLANNED RESIDENTIAL DEVELOPMENT

APPLICANT: TOA ROSE RIDGE, L.P.

LOCATION: GIBSONIA ROAD  
ALLISON PARK, PA

ZONING DISTRICT: R-2 SEMI-SUBURBAN RESIDENTIAL

REQUEST: TO CONSTRUCT 234 SINGLE FAMILY  
DETACHED HOMES AND 12 SINGLE FAMILY  
ATTACHED HOMES ON 176.49 ACRES LOCATED  
ON GIBSONIA ROAD (BLOCK AND LOT NOS.  
1216-E-281 AND 1215-R-121)

THE APPLICANT IS REQUESTING APPROVAL OF ITS APPLICATION  
FOR FINAL APPROVAL OF THE ROSE RIDGE PLANNED RESIDENTIAL  
DEVELOPMENT.

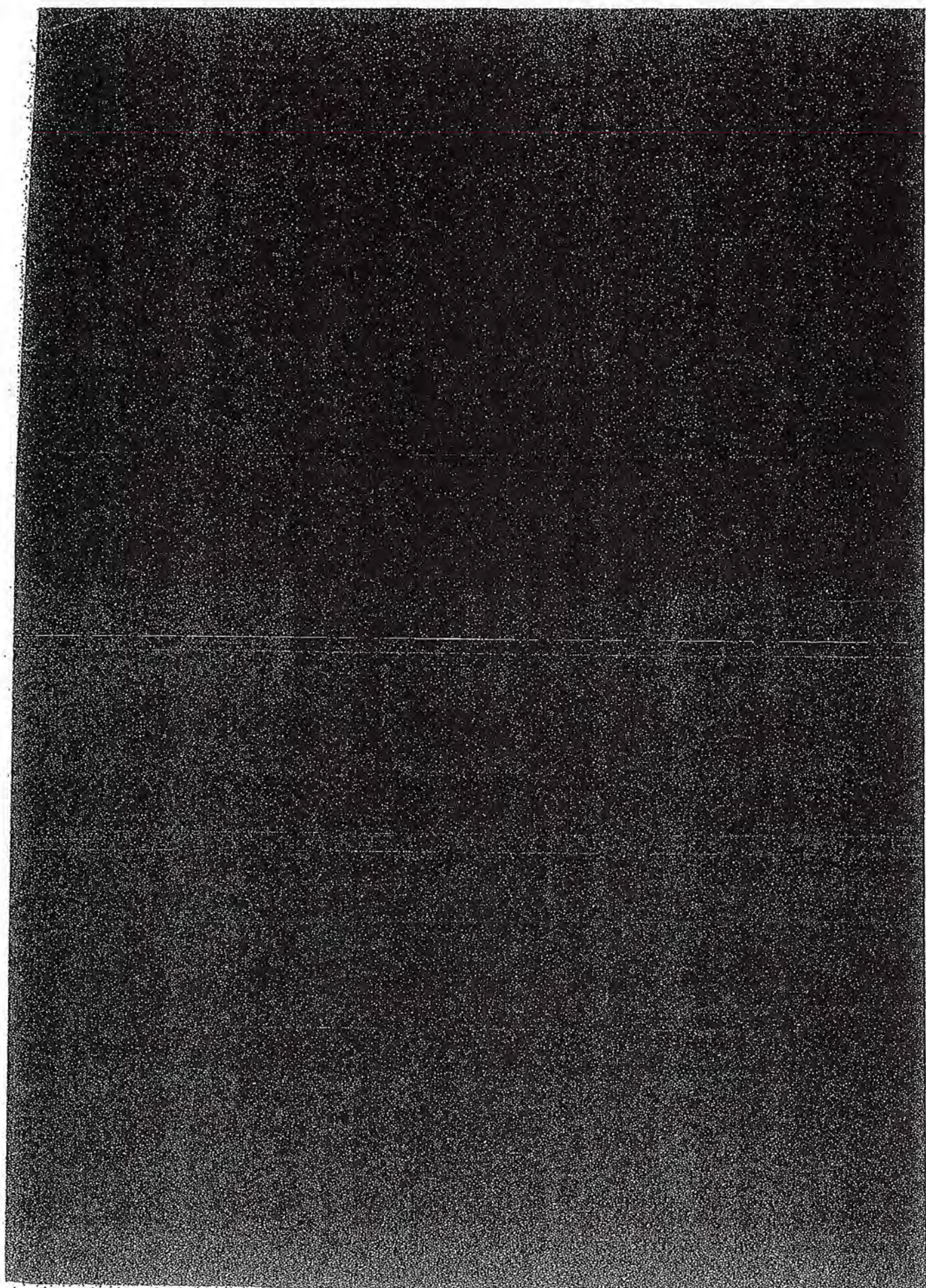
MR. ROBB...

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO ADOPT THE FINDINGS AND DECISION APPROVING THE  
APPLICATION FOR FINAL APPROVAL OF THE ROSE RIDGE PLANNED  
RESIDENTIAL DEVELOPMENT.

	MOTION	SECOND	AYES	NAYES
DR. MANN	—	—	—	—
MR. SMULLIN	—	—	—	—
MR. FREY	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—







**AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. XXX**  
**(WIRELESS COMMUNICATIONS FACILITIES)**

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, PROVIDING FOR THE AMENDMENT OF THE WEST DEER ZONING ORDINANCE, AS CODIFIED IN PART II, CHAPTER 210, ARTICLE XVIII, § 210-78, ET SEQ., "WIRELESS COMMUNICATIONS FACILITIES" OF THE ZONING ORDINANCE; PROVIDING FOR PURPOSES AND FINDINGS OF FACT RELATED TO THE ADOPTION OF THE AMENDMENT; PROVIDING FOR DEFINITIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATION FACILITIES, AND SMALL WIRELESS COMMUNICATION FACILITIES; PROVIDING FURTHER FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ENFORCEMENT OF SAID REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

(ORDINANCE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. XXX AMENDING THE WEST DEER ZONING ORDINANCE REGARDING WIRELESS COMMUNICATIONS FACILITIES, AND SCHEDULING A PUBLIC HEARING ON SEPTEMBER 21, 2022 AT 6:30PM FOR THE SAME.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. MANN	___	___	___	___
MRS. JORDAN	___	___	___	___

**WEST DEER TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF THE WEST DEER ZONING ORDINANCE, AS CODIFIED IN PART II, CHAPTER 210, ARTICLE XVIII, § 210-78, ET SEQ., "WIRELESS COMMUNICATIONS FACILITIES" OF THE ZONING ORDINANCE; PROVIDING FOR PURPOSES AND FINDINGS OF FACT RELATED TO THE ADOPTION OF THE AMENDMENT; PROVIDING FOR DEFINITIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATION FACILITIES, AND SMALL WIRELESS COMMUNICATION FACILITIES; PROVIDING FURTHER FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ENFORCEMENT OF SAID REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW THEREFORE**, be it, and it is hereby ORDAINED by the Board of Supervisors of West Deer Township, Allegheny County, Commonwealth of Pennsylvania, and it is hereby ENACTED and ORDAINED by authority of same as follows:

**I. REPEAL OF CERTAIN DEFINITIONS IN PART II, CHAPTER 210, ARTICLE IV, § 210-06 "DEFINITIONS".**

The definitions of "ANTENNA", "COLLOCATION", and "SUBSTANTIALLY CHANGE" are hereby repealed and removed as definitions from Part II, Chapter 210, Article IV, § 210-06 of the West Deer Township Code of Ordinances.

**II. AMENDMENT TO PART II, CHAPTER 210, ARTICLE IV, § 210-06 "DEFINITIONS"**

Part II, Chapter 210, Article IV, § 210-06 of the West Deer Township Code of Ordinances is hereby amended, alphabetically, to include the following definitions to the "Definitions" section:

**ACCESSORY EQUIPMENT or WIRELESS ACCESSORY EQUIPMENT**

Any equipment serving or being used in conjunction with a wireless communications facility or wireless support structure. The term "Accessory Equipment" includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures.

### **ADJACENT STRUCTURES**

For Small Wireless Communications Facilities, any similarly-situated infrastructure within a 250 (two-hundred fifty) foot radius that is of the same design, construction, or use as the proposed structure. Adjacent Structures may include, but are not limited to, utility poles and street light poles. The height of an Adjacent Structure is the vertical distance measured from the ground level to the highest point on a structure, not including antennae mounted on the tower and any other appurtenances.

### **ANTENNA or ANTENNAE**

Any system of wires, rods, discs, panels, flat panels, dishes, whips, or other similar devices used for the transmission or reception of wireless signals. An Antenna may include an omnidirectional antenna (rod), directional antenna (panel), parabolic antenna (disc) or any other wireless antenna. An Antenna shall not include Tower-Based Wireless Communications Facilities defined herein. An Antenna shall not include private residence-mounted satellite dishes or television antennae or amateur radio equipment including, without limitation, ham or citizen band radio antennae.

### **COLLOCATION**

The mounting of one or more Wireless Communication Facilities, including antennae, on a pre-existing structure, or modifying a structure for the purpose of mounting or installing a Wireless Communication Facility on that structure.

### **COMMERCIALLY REASONABLE**

The terms and pricing that are reasonably consistent with similar wireless communication facility leases and agreements within a twenty-five (25) mile radius of the Municipality.

### **DECORATIVE POLE**

A Municipal-owned Pole that is specially designed and placed for aesthetic purpose and on which no appurtenances or attachments, other than a small wireless communications facility, lighting, or municipal attachments have been placed or are permitted to be placed.

### **ELIGIBLE FACILITIES REQUEST**

An application for modification of an existing wireless communications facility or base station that involves: (A) collocation of new transmission equipment; (B) removal of transmission equipment; or (C) replacement of transmission equipment.

### **FRONT FAÇADE AREA**

The area of the public right-of-way directly in front of a structure, identified by drawing a perpendicular line from each corner of the structure to the public rights-of-way.

### **HEIGHT OF A WIRELESS SUPPORT STRUCTURE**

The vertical distance measured from the ground level, including any base pad, to the highest point on a communications tower, including communications antennas mounted on the tower and any other appurtenances.

**MUNICIPAL or MUNICIPALITY**

West Deer Township, Allegheny County, Commonwealth of Pennsylvania.

**MODIFICATION or MODIFY**

The improvement, upgrade or expansion of existing wireless communications facilities or base stations on an existing wireless support structure or the improvement, upgrade, or expansion of the wireless communications facilities located within an existing equipment compound, if the improvement, upgrade, expansion, or replacement does not substantially change the physical dimensions of the wireless support structure.

**PERSONS**

Individuals, corporations, companies, associations, joint stock companies, firms, partnerships, limited liability companies, corporations and other entities established pursuant to statutes of the Commonwealth of Pennsylvania; provided that Person does not include or apply to the Municipality or to any department or agency of the Municipality.

**POLE OR POLES**

Any freestanding structure located within the public rights-of-way, including but not limited to, utility poles, streetlights, traffic lights and signage that may support, hold, or house Wireless Communications Facilities, Wireless Accessory Equipment, or Related Equipment.

**PRIOR APPROVED DESIGN**

A design for a Small Wireless Communications Facility that has been reviewed and deemed to be in accordance with the design requirements herein and approved for construction by the Municipality.

**PROFESSIONAL ENGINEER (P.E.)**

An active, registered Professional Engineer (P.E.), licensed as such by the Commonwealth of Pennsylvania.

**PUBLIC RIGHTS-OF-WAY (ROW)**

The surface of and space above and below any real property in the Municipality in which the Municipality has a regulatory interest, or interest as a trustee for the public, as such interests now or hereafter exist, including, but not limited to: the total extent of land reserved or dedicated as a Street Way/Alley/Lane for Public or Private purpose; all Streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other Public place, area or property under the control of the Municipality; any unrestricted public or utility easements established, dedicated, platted, improved or devoted for utility purposes, but excluding lands other than Streets that are owned by the Municipality. The phrase "in the Right(s)-of-Way" means in, on, over, along, above and/or under the Right(s)-of-Way.



## **RELATED EQUIPMENT**

Any piece of equipment related to, incidental to, or necessary for, the operation of a wireless communications facility. By way of illustration, not limitation, Related Equipment includes generators and base stations.

## **SMALL WIRELESS COMMUNICATIONS FACILITY (SMALL WCF)**

A wireless communications facility that meets the following criteria:

- (1) The structure on which antenna facilities are mounted—
  - (i) is 50 feet or less in height, or
  - (ii) is no more than 10 percent taller than other adjacent structures, or
  - (iii) is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and
- (2) Each antenna associated with the deployment (excluding the associated equipment) is no more than three cubic feet in volume; and
- (3) All antenna equipment associated with the facility (excluding antennas) are cumulatively no more than 28 cubic feet in volume;
- (4) The facilities do not require antenna structure registration under 47 CFR Part 17;
- (5) The facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR 1.1307(b).

## **SUBSTANTIAL CHANGE or SUBSTANTIALLY CHANGE**

A modification to an existing wireless communications facility substantially changes the physical dimensions of a tower or wireless support structure if it meets any of the following criteria:

- (1) For wireless communications facilities outside the public rights-of-way, it increases the height of the facility by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna, not to exceed 20 feet, whichever is greater; for wireless communications facilities in the rights-of-way, it increases the height of the facility by more than 10% or 10 feet, whichever is greater;
- (2) For communications towers outside the public rights-of-way, it protrudes from the edge of the tower by more than 20 feet, or more than the width of the tower structures at the level

of the appurtenance, whichever is greater; for those wireless communications facilities in the public rights-of-way, it protrudes from the edge of the structure by more than six feet;

- (3) It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
- (4) It entails any excavation or deployment outside the current site of the communications tower; or
- (5) It does not comply with conditions associated with prior approval of construction or modification of the wireless communications facility unless the noncompliance is due to an increase in height, increase in width, or addition of cabinets.

**TOWER**

A self-supporting lattice tower, guyed tower, monopole, or any other pole, that is constructed primarily to support an antenna for receiving and/or transmitting Wireless service.

**UNDERGROUND DISTRICT**

A zoning district, or sub-area thereof, in which utility installations are required to be installed underground on a non-discriminatory basis.

**WIRELESS SUPPORT STRUCTURE or SUPPORT STRUCTURE**

For the purposes of wireless communications, any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, upon or to which wireless communications facilities may be attached, approved by the Municipality.

**III. REPEAL AND REPLACEMENT OF PART II, CHAPTER 210, ARTICLE XVIII, § 210-78, ET SEQ.,  
“WIRELESS COMMUNICATIONS FACILITIES”.**

Part II, Chapter 210, Article XVIII, § 210-78, et seq., “Wireless Communications Facilities” of the West Deer Township Code of Ordinances is hereby repealed and replaced in its entirety, provided for as follows:

**Chapter 210, Article XXXI – Wireless Communications Facilities.**

**§ 210-138           Short Title.**

This Ordinance shall be known as the “West Deer Township Wireless Communications Facilities Ordinance.”

**§ 210-139           Purposes and Findings of Fact.**

210-139.1 The purpose of this Ordinance is to establish uniform standards for the siting, design, permitting, maintenance, and use of wireless communications facilities in West Deer Township. While the Municipality recognizes the importance of wireless communications facilities in providing high quality communications service to its residents and businesses, the Municipality also recognizes that it has an obligation to protect public safety and to minimize the adverse visual effects of such facilities through the standards set forth in the following provisions.

210-139.2 By enacting this Ordinance, the Municipality intends to:

210-139.2.1 Regulate the placement, construction and modification of Wireless Communication Facilities to protect the safety and welfare of the public;

210-139.2.2 Provide for the managed development of wireless communications facilities in a manner that enhances the benefits of wireless communication and accommodates the needs of the public and wireless telecommunications operators in accordance with federal and state laws and regulations;

210-139.2.3 Establish procedures for the design, siting, construction, installation, maintenance and removal of Tower-Based, Non-Tower Based, and Small Wireless Communications Facilities in the Municipality, including facilities both inside and outside the Public Rights-of-Way;

- 210-139.2.4 Address new wireless technologies, including, but not limited to, distributed antenna systems, data collection units, and other wireless communications facilities;
- 210-139.2.5 Encourage the co-location of Wireless Communications Facilities on existing Wireless Support Structures rather than the construction of new Wireless Support Structures;
- 210-139.2.6 Protect the public from potential adverse impacts of wireless communications facilities and preserve, to the extent permitted under law, the visual character of established communities and the natural beauty of the landscape;
- 210-139.2.7 Ensure that Wireless Communications Facilities will be removed in the event that such Wireless Communications Facilities are abandoned or become obsolete and are no longer necessary; and
- 210-139.2.8 Update the Municipality's Wireless Communications Facilities Ordinance to incorporate changes in federal and state laws and regulations.

**§ 210-140 Definitions.**

- 210-140.1 Certain terms used herein are defined at Part II, Chapter 210, Article IV, § 210-06 "Definitions".
- 210-140.2 All language used herein shall be interpreted in accordance with Part II, Chapter 210, Article IV, § 210-06 "Interpretation".
- 210-140.3 Any terms not specifically defined shall be construed in their commonly-accepted meanings.

**§ 210-141 Laws Applicable to all Tower-Based Wireless Communications Facilities.**

- 210-141.1 The following laws shall apply to all Tower-Based Wireless Communications Facilities:

210-141.1.1 Procedures.

- 210-141.1.1.1 Any applicant proposing construction of a new Tower-Based WCF shall submit plans to the West Deer Township Building Inspector and Code Enforcement Officer for review by the Planning Commission and for

approval by the Board of Supervisors in accordance with the requirements of Part II, Chapter 210, Article XXIII, § 210-117, et seq., "Conditional Use".

210-141.1.1.2 The applicant shall prove that it is licensed by the FCC to operate a Tower-Based WCF and that the proposed Tower-Based WCF complies with all applicable standards established by the FCC governing human exposure to electromagnetic radiation.

210-141.1.2 Development Requirements. Tower-Based Wireless Communications Facilities shall be developed in accordance with the following requirements:

210-141.1.2.1 Permitted Subject to Conditions. Any Tower-Based WCF that is either not mounted on any existing Support Structure or is more than twenty-five (25) feet higher than the Support Structure on which it is mounted is permitted in certain zoning districts as a conditional use, subject to the restrictions and conditions prescribed herein and subject to the prior written approval of the Municipality. The Board of Supervisors may grant conditional use in accordance with the procedures and requirements of Part II, Chapter 210, Article XXIII, § 210-117, et seq., "Conditional Use".

210-141.1.2.1.1 Siting. Tower-Based WCF shall only be permitted in the following districts by conditional use, subject to the requirements and prohibitions of this Ordinance:

210-141.1.2.1.1.1 R Rural Estate District;

210-141.1.2.1.1.2 R-1 Rural Residential District;

210-141.1.2.1.1.3 R-2 Semi-Suburban Residential District;

210-141.1.2.1.1.4 R-3 Suburban Residential District;

210-141.1.2.1.1.5 R-4 Urban Residential District;

210-141.1.2.1.1.6 C-1 Neighborhood Commercial District;

210-141.1.2.1.1.7 C-2 Highway Commercial District;

210-141.1.2.1.1.8 I Industrial District;

210-141.1.2.1.1.9 SU Special Use District; and

210-141.1.2.1.1.10 BTP Business and Technology Park Overlay.

210-141.1.2.1.2 Coverage or Capacity. An applicant for a Tower-Based WCF must demonstrate that a gap in wireless coverage or capacity exists and that the type of WCF and siting being proposed is the least intrusive means by which to fill the gap in wireless coverage or capacity. The existence or non-existence of a gap in wireless coverage or capacity shall be a factor in the Municipality's decision on an application for approval of Tower-Based WCFs.

210-141.1.2.1.3 Collocation. An applicant for a Tower-Based WCF must demonstrate there is not suitable space on existing wireless service facilities or other wireless service facility sites or on another sufficiently tall structure where the intended wireless service facility can be accommodated and function as required by its construction permit or license without unreasonable modification.

210-141.1.2.1.4 Site Plan. An applicant for a Tower-Based WCF must submit a full site plan to the West Deer Township Building Inspector and Code Enforcement Officer which shall include, but shall not be limited to, the following documentation and materials:

210-141.1.2.1.4.1 Written authorization from the property owner of the proposed Tower-Based WCF site that such facility may be sited on the property; written authorization from the property owner consenting to the making of the application to the Township for conditional use; written acknowledgment from the property owner of being bound by Section 210-138, et seq., the conditions of any site plan approval authorized by the Township, and all other requirements of the West Deer Township Code of Ordinances.

210-141.1.2.1.4.2 A site plan that is drawn to scale and shows the following features: property boundaries; any tower guy wire anchors and other apparatus; existing and proposed Support Structures; scaled elevation view; access road(s) location and surface material; parking area; fences; power source(s); location and content of (any or warning) signs; exterior lighting specifications; landscaping plan; land elevation contours; existing land uses surrounding the site; proposed transmission building and/or other accessory uses with details; elevations; and proposed use(s).

210-141.1.2.1.4.3 A written report that includes, but is not limited to, the following documentation and materials: information describing the Tower height and design; a cross-section of the Tower; engineering specifications detailing construction of the Tower, base and guy wire anchorage; information describing the proposed painting and lighting schemes; information describing the Tower's capacity, including, but not limited to, the number and type of antennas that it can accommodate; radio frequency

coverage including, but not limited to, scatter plot analysis and the input parameters for the scatter plot analysis. All Tower structure information shall be certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania; and all wireless telecommunications data shall be certified by an appropriate wireless telecommunications professional.

210-141.1.2.1.4.4 A written report, titled "Cost of Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania, detailing the total cost of removing and disposing of the Tower, Antenna, and all related facilities.

210-141.1.2.1.4.5 All other uses ancillary to the Tower-Based WCF and associated equipment (including, but not limited to, a business office, maintenance depot, or vehicle storage) are prohibited from the Tower-Based WCF site unless otherwise permitted in the zoning district in which the Tower-Based WCF site is located.

210-141.1.2.1.4.6 Where the Tower-Based WCF is located on a property with another principal use, the applicant shall prove that the owner of the property has granted an easement for the proposed facility and that vehicular access is provided to the facility.

210-141.1.2.1.4.7 An inventory of its existing Wireless Communications Facilities, including, but not limited to, all Tower-Based, Non-Tower, and Small WCF, that are either sited within West Deer Township or within one-quarter (1/4) mile of the border thereof. Such inventory shall include specific information about the



location, height, design, and use of each Wireless Communications Facility. The Municipality may share such information with other applicants applying for site plan approvals or conditional use permits under Section 210-138, et seq., or other organizations seeking to locate Wireless Communication Facilities within the Municipality; provided, however, that the Municipality is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

210-141.1.2.1.4.8 An evaluation of the need for additional buffer yard treatments.

210-141.1.2.1.4.9 Other information deemed to be necessary by the Municipality to assess compliance with this section, or any other requirement under the West Deer Township Code of Ordinances, state law, or federal law or regulation.

210-141.1.2.2 Underground District. A Tower-Based WCF shall not be located in, or within three hundred (300) feet of, an area in which utilities are required to be located underground.

210-141.1.2.3 Prohibited in Open Space and Conserved Lands. Tower-Based WCFs shall not be located within an Open Space or Conserved Land.

210-141.1.2.4 Prohibited in Environmentally-Sensitive Areas. No Tower-Based WCF shall be located in, or within five hundred (500) feet of, the habitat of a threatened or endangered animal species.

210-141.1.2.5 Sole Use on a Lot. A Tower-Based WCF may be permitted as a sole use on a lot subject to the minimum lot area and yards complying with the requirements for the applicable zoning district.

210-141.1.2.6 Combined with Another Use. A Tower-Based WCF may be permitted on a property with an existing use, or on a vacant parcel in combination with another residential, industrial, commercial, institutional or municipal use, subject to the following conditions:

210-141.1.2.6.1 Existing Use. The existing use on the property may be any permitted use in the applicable district, and need not be affiliated with the Wireless Communications Facility.

210-141.1.2.6.2 Minimum Lot Area. The minimum lot shall comply with the requirements for the applicable district and shall be the area needed to accommodate the Tower-Based WCF and guy wires, the equipment building, security fence, and buffer planting.

210-141.1.2.7 Minimum Setbacks for Towers. If a new Tower is constructed (as opposed to mounting the Antenna on an existing Tower or Wireless Support Structure), the minimum distance between the Tower and any property line or Public Right-of-Way line shall be equal to the height of the Tower plus the distance of the corresponding minimum yard setback (front, side and rear) for the zoning district in which the lot is located and any other additional requirements for that zoning district. Guy wires and accessory facilities must also satisfy the minimum zoning district setback requirements.

210-141.1.2.8 Minimum Setbacks for Accessory Structures. All Tower-Based WCF installations shall comply with the accessory structure setback requirements in Part II, Chapter 210 "Zoning", and shall be mounted in the rear yard or on the roof unless reception is inhibited or visibility increased.

210-141.1.2.9 Separation. A Tower-Based WCF with a height greater than ninety (90) feet shall not be located within one-quarter (1/4) of a mile from any existing Tower-Based WCF with a height greater than ninety (90) feet.

210-141.1.3 Timing of Determination. All applications for Tower-Based WCFs shall be acted upon within one hundred-fifty (150) days following the receipt of both, (1) a fully completed application for the approval of such Tower-Based WCF and (2) a fully paid, non-refundable application fee in an amount specified by the Master Fee Schedule. If the Municipality receives an application for a Tower-Based WCF and such application is not fully completed, then the Municipality shall promptly notify the applicant that the application is not complete and the time for the approval of such application shall not commence until a fully completed application is received by the Municipality. Unpaid applications are incomplete and not duly filed with the Township.

210-141.1.4 Notice. No later than thirty (30) days following the submission of a fully completed application for a Tower-Based WCF and the scheduling of the public hearing (if required), the Applicant shall mail notice to all owners of every property within a five hundred (500) foot radius of the proposed wireless communications facility. The Applicant shall provide proof of mailing of the notification to the Municipality within fifteen (15) days of completion of notification. If a public hearing is required, notice of any hearing before the Board of Supervisors shall be published in a newspaper circulating within West Deer Township at least ten (10) days prior to the date of said hearing; any mailing of notices that may be required by the Board of Supervisors shall be completed at least ten (10) days before such hearing and the proof of mailing shall be provided to the Municipality at least (5) five days before such hearing. The preparation and cost of publication and mailing of any notice required for such hearing shall be at the cost and expense of the applicant. Proof of mailing to all required property owners shall be demonstrated by providing the Municipality with a certificate or proof of mailing (United States Postal Service Form 3817 or 3877).

210-141.1.5 Collocation.

210-141.1.5.1 An application for a new Tower-Based WCF shall not be approved unless the Municipality finds that the wireless communications equipment planned for the proposed

Tower-Based WCF cannot be accommodated on an existing or approved Structure or Wireless Support Structure.

210-141.1.5.2 Any applicant proposing construction of a new Tower-Based WCF outside the Public Rights-of-Way shall demonstrate to the satisfaction of the Municipality, by written submission, that a good faith effort has been made to obtain permission to mount the Tower-Based WCF Antenna on an existing Structure or Wireless Support Structure. The Township may deny any application to construct a new Tower if the applicant has not made a good faith effort to collocate the antenna on an existing Tower, Structure, or other Wireless Support Structure. A good faith effort shall require that all owners of potentially suitable Towers, Structures, or Wireless Support Structures within a one-quarter (1/4) mile radius of the proposed Tower-Based WCF site be contacted and that the applicant certifies in writing to the West Deer Township Building Inspector and Code Enforcement Officer that one (1) or more of the following reasons for not selecting such structure apply:

210-141.1.5.2.1 The proposed WCF and related equipment would exceed the structural capacity of the existing structure and its reinforcement cannot be accomplished at reasonable cost;

210-141.1.5.2.2 The proposed WCF and related equipment would cause radio frequency interference with other existing equipment for that existing structure and the interference cannot be prevented at reasonable cost;

210-141.1.5.2.3 Such existing structure does not have adequate location, space, access or height to accommodate the proposed equipment or to allow it to perform its intended function; and/or

210-141.1.5.2.4 A commercially reasonable agreement cannot be reached with the owner(s) of such structure.

210-141.1.6 Standard of Care. Any Tower-Based WCF shall be designed, constructed, operated, maintained, repaired, modified and removed in strict compliance with all current applicable technical, safety and safety-related codes, including but not limited to, the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, National Electrical Code, as well as the accepted and responsible workmanlike industry practices of the Communications Infrastructure Contractors Association (formerly, National Association of Tower Erectors). Any Tower-Based WCF shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction personnel, so that the same shall not endanger the life or safety of any person or damage any property in the Municipality.

210-141.1.7 Wind and Ice. All Tower-Based WCF structures shall be designed to withstand the effects of wind and ice according to the standards promulgated by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/EIA/TIA-222, as amended). All Tower-Based WCF structures shall also be designed and constructed to withstand the wind and ice loads for the place of installation in accordance with the Pennsylvania Uniform Construction Code.

210-141.1.8 Height. Any Tower-Based WCF shall be designed and constructed at the minimum functional height. All Tower-Based WCF applicants must submit documentation to the Municipality justifying the total height of the structure. In no case shall a Tower-Based WCF exceed a maximum height of one-hundred fifty (150) feet.

210-141.1.9 Public Safety Communications. No Tower-Based WCF shall interfere with public safety communications or the reception of broadband, television, radio or other communication services enjoyed by occupants of nearby properties.

210-141.1.10 Maintenance. The following maintenance requirements shall apply:

- 210-141.1.10.1 Any Tower-Based WCF shall be fully automated and unattended on a daily basis and shall be visited only for maintenance or emergency repair.
- 210-141.1.10.2 Such maintenance shall be performed to ensure the upkeep of the facility in order to promote the safety and security of the public.
- 210-141.1.10.3 All maintenance activities shall utilize nothing less than the best available technology and practices for preventing failures and accidents.
- 210-141.1.10.4 The Municipality reserves the authority to require the cleaning, repainting, or repair of a Tower-Based WCF, including, but not limited to, the Tower, Accessory Equipment, and any other area where the exterior surface or appearance of such facility is not regularly or properly maintained, cleaned, repainted, or repaired.
- 210-141.1.10.5 Tower-Based WCF operators bear sole financial responsibility for all maintenance or emergency repair costs.

210-141.1.11 Radio Frequency Emissions. No Tower-Based WCF may, by itself or in conjunction with other WCFs, generate radio frequency emissions in excess of the standards and regulations of the FCC, including but not limited to, the FCC Office of Engineering Technology Bulletin 65 entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields," as amended. The owner or operator of such Tower-Based WCF shall submit proof of compliance with any applicable radio frequency emissions standards to the Township Manager on an annual basis, or within thirty (30) days following a written request by the Township. A Tower-Based WCF generating radio frequency emissions in excess of the standards and regulations of the FCC shall be considered an Emergency. The Municipality reserves the authority to revoke the permit of any Tower-Based WCF that (1) fails to timely submit proof of compliance or (2) that is generating radio frequency emissions in excess of the standards and regulations of the FCC.

210-141.1.12 Historic Buildings and Districts. No Tower-Based WCF may be located in or within one hundred (100) feet of any historic or

preservation district, property, building or Structure that is listed on either the National or Pennsylvania Registers of Historic Places, or eligible to be so listed, or is included in the official historic structures list maintained by the Municipality, or so designated as a Landmark.

210-141.1.13 Signs. All Tower-Based WCFs shall post a sign in a readily visible location identifying the name and phone number of a party to contact in the event of an emergency. No other signage or display is permitted.

210-141.1.14 Lighting. Tower-Based WCF shall not be artificially lighted, except as required by law. Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings. If lighting is required, the applicant shall provide to the Township a detailed plan for sufficient lighting, demonstrating as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

210-141.1.15 Emergency Power Supplies. Any Tower-Based WCF shall be constructed with both primary and secondary sources of electric power. The secondary source of electric power shall be an electric generator, located on-site and equipped with sufficient power reserves to supply continuous electric power to operate the Tower-Based WCF and its antennae for a period of ten (10) days. The secondary source of electric power shall not be used, except in Emergency situations involving the loss of the primary power source. The WCF operator may activate the electric generator on weekdays, between 9:00 AM and 5:00 PM, excluding federal holidays, to test the secondary power source or to perform routine maintenance on the electric generator, provided that the WCF operator deliver written notice to the Township Manager at least five (5) business days prior to such electric generator testing or electric generator maintenance.

210-141.1.16 Noise. Tower-Based WCFs shall be operated and maintained so as not to produce noise in excess of applicable noise standards under state law and the West Deer Township Code of Ordinances, except as provided with respect to the use of an electrical generator in § 210-141.1.15, where such noise standards may be exceeded on a temporary basis only.

210-141.1.17 Aviation Safety. Tower-Based WCFs shall comply with all federal and state laws and regulations concerning aviation safety.

210-141.1.18 Inspection Report Requirements. No later than the first day of December of each odd-numbered year, or within thirty (30) days following a written request by the Municipality, the owner of the Tower-Based WCF shall have said Tower-Based WCF structure inspected by a Pennsylvania-licensed and registered Professional Engineer (P.E.) who is regularly involved in the maintenance, inspection, and/or erection of Tower-Based WCFs. At a minimum, this inspection shall be conducted in accordance with the Tower Inspection Class checklist provided in the Electronics Industries Association (EIA) Standard 222, Structural Standards for Steel Antenna Towers and Antenna Support Structures. A copy of said inspection report and certification of continued use shall be provided to the Township's Building Inspector and Code Enforcement Officer following the inspection. Any repairs advised by the report shall be effected by the owner no later than sixty (60) calendar days after the report is filed with the Municipality. No later than thirty (30) calendar days upon completion of aforesaid repairs, the Tower-Based WCF structure shall again be inspected in accordance with the parameters and requirements described herein.

210-141.1.19 Retention of Consultants and Experts. The Township may hire any consultant(s) and/or expert(s) necessary to assist the Township in reviewing and evaluating the application for approval of the Tower-Based WCF and, once approved, in reviewing and evaluating any potential violations of the terms and conditions of this Ordinance. The applicant and/or owner of the WCF shall reimburse the Township for all costs of the Township's consultant(s) and/or expert(s) in providing expert evaluation and consultation in connection with these activities.

210-141.1.20 Non-Conforming Uses. Non-conforming Tower-Based WCFs, which are hereafter damaged or destroyed due to any reason or cause, may be repaired and restored at their former location, but must otherwise comply with the terms and conditions of this Ordinance.

210-141.1.21 Removal. In the event that use of a Tower-Based WCF is planned to be discontinued, the owner shall provide written notice to the Township Manager, at least ninety (90) days in advance of the



discontinuance date, of its intent to discontinue use and the date when the use shall be discontinued.

210-141.1.21.1 All unused or abandoned Tower-Based WCFs and accessory facilities shall be removed within six (6) months of the cessation of operations at the site unless a time extension is approved by the Municipality.

210-141.1.21.2 If the WCF and/or accessory facility is not removed within six (6) months of the cessation of operations at a site, or within any longer period approved by the Municipality, the WCF and accessory facilities and equipment may be removed by the Municipality and the cost of removal assessed against the owner of the WCF. Any cost to the Municipality for such removal which is not paid under the owner's bond shall constitute a lien on the tax lot on which the Tower-Based WCF is situated and shall be collected in the same manner as a Municipal tax on real property.

210-141.1.21.3 Any unused portions of Tower-Based WCFs, including, but not limited to, Antennas, shall be removed within six (6) months of the time of cessation of operations. The Municipality must approve all replacements of portions of a Tower-Based WCF previously removed.

210-141.1.22 Public Rights-of-Way. No Tower-Based wireless communications facility shall be located, in whole or in part, within the Public Rights-of-Way.

210-141.1.23 Eligible Facilities Request.

210-141.1.23.1 Applicants proposing a modification to an existing Tower-Based WCF that does not Substantially Change the dimensions of the underlying Wireless Support Structure shall be required only to obtain a building permit from the Municipality.

210-141.1.23.2 In order to be considered for such permit, the Tower-Based WCF Applicant must submit a building permit application to the Municipality in accordance with the West Deer Township Code of Ordinances.

210-141.1.24 Design Regulations:

- 210-141.1.24.1 Any height extensions to an existing Tower-Based WCF shall require prior approval of the Municipality. The Municipality reserves the right to deny such requests based upon aesthetic and land use impact, or any other lawful considerations related to the character of the Municipality.
- 210-141.1.24.2 The Tower-Based WCF shall employ the most current and effective Stealth Technology available in an effort to appropriately blend into the surrounding environment and minimize aesthetic impact. The application of the Stealth Technology chosen by the WCF applicant shall be subject to the approval of the Municipality.
- 210-141.1.24.3 Any proposed Tower-Based WCF shall be designed and constructed in all respects, including, but not limited to, structurally and electronically, to accommodate both the Tower-Based WCF applicant's Antennae and comparable Antennae for future users.
- 210-141.1.24.4 All utilities that are extended to the site of the Tower-Based WCF shall be placed underground.

210-141.1.25 Surrounding Environs:

- 210-141.1.25.1 The Tower-Based WCF operator shall ensure that the existing vegetation, trees and shrubs located within proximity to the Tower-Based WCF structure shall be preserved to the maximum extent possible.
- 210-141.1.25.2 The Tower-Based WCF applicant shall include in its site plan submission pursuant to § 210-141.1.2.1.4 a soil report to the Municipality complying with the standards of Appendix I: Geotechnical Investigations, ANSI/EIA/TIA-222, as amended, to document and verify the design specifications of the foundation of the Tower-Based WCF, and anchors for guy wires, if used.

210-141.1.26 Fence/Screen:

210-141.1.26.1 A security fence having a height of six (6) feet shall completely surround any Tower-Based WCF, guy wires, or any building housing WCF equipment.

210-141.1.26.2 An evergreen screen shall be required to surround the site. The screen can be either a hedge (planted three feet on center maximum) or a row of evergreen trees (planted ten (10) feet on center maximum). The evergreen screen shall be a minimum height of six (6) feet at planting and shall grow to a minimum of fifteen (15) feet at maturity.

210-141.1.26.3 Existing mature tree growth, vegetation, and natural land forms on and around the site shall be preserved to the maximum extent possible. In some cases, such as Tower-Based WCF sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.

210-141.1.27 Accessory Equipment:

210-141.1.27.1 Ground-mounted equipment associated to, or connected with, a Tower-Based WCF shall be underground or screened from public view using Stealth Technologies, as described above.

210-141.1.27.2 All utility buildings and accessory structures shall be architecturally designed and constructed to blend into the environment in which they are situated and shall meet the minimum setback requirements of the underlying zoning district.

210-141.1.28 Additional Antennae. As a condition of approval for all Tower-Based WCFs, the Applicant shall provide the Municipality with a written commitment that it will allow other service providers to collocate Antennae on Tower-Based WCFs where technically and Commercially Reasonable. The owner of a Tower-Based WCF shall not install any additional Antennae without obtaining the prior written approval of the Municipality.

210-141.1.29 Access Road. An access road, turnaround space and parking shall be provided to ensure adequate emergency and service access to Tower-Based WCF. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road

construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and minimize soil erosion. Where applicable, the WCF owner shall present documentation to the Municipality that the property owner has granted an easement for the proposed facility. The easement shall be a minimum of twenty (20) feet in width and the access shall be improved to a width of at least ten (10) feet with a dust-free, all-weather surface throughout its entire length.

210-141.1.30 Bond. Prior to the issuance of a conditional use permit, a Tower-Based WCF applicant shall, at its own cost and expense, obtain from a surety licensed to do business in Pennsylvania and maintain a bond or other form of security acceptable to the Township Solicitor. The bond shall provide that the Municipality may recover from the principal and surety any and all compensatory damages incurred by the Municipality for violations of this Ordinance, including, but not limited to, legal fees and expenses in enforcing the law, after reasonable notice and opportunity to cure. The owner shall file the bond with the Municipality and maintain the bond for the life of the respective facility. The owner of the Tower-Based WCF shall maintain a bond in the following amounts:

210-141.1.30.1 An amount of \$75,000 (seventy-five thousand) dollars to assure the faithful performance of the terms and conditions of this Ordinance.

210-141.1.30.2 An amount determined by the Town Board based on engineering estimates, to cover the cost of removing and disposing of the Antenna, Tower, and related facilities. The Township Board of Supervisors may consider, but shall not be required to rely upon, applicant's written report, titled "Cost of Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania.

210-141.1.30.3 From time to time, but no more frequently than once during any five (5) year period, the Township Board of Supervisors, at its sole discretion, may adjust the amount of the bond and require the submission of a new or modified bond based on engineering estimates of the cost of the removal and disposal of the Tower, Antenna, and associated facilities. The

Wireless Communications Facility operator may submit a written report, titled "Adjusted Cost of Tower-Based Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania and containing engineering estimates of the cost of the removal and disposal of the Tower, Antenna, and associated facilities to the Township Board of Supervisors. The Township Board of Supervisors may consider, but shall not be required to rely upon, operator's written report in determining the adjusted bond amounts.

210-141.1.31 Visual or Land Use Impact. The Municipality reserves the right to deny an application for the construction or placement of any Tower-Based WCF based upon visual and/or land use impact.

210-141.1.32 Graffiti. Any graffiti on the Tower-Based WCF, including, but not limited to, the Wireless Support Structure or on any accessory equipment, shall be removed at the sole expense of the owner within ten (10) days of notification by the Municipality.

210-141.1.33 Inspection by Municipality. The Municipality reserves the right to inspect any Tower-Based WCF to ensure compliance with the provisions of this Ordinance and any other provisions of the West Deer Township Code of Ordinances or state or federal law or regulation. The Municipality and/or its agents shall have the authority to enter the property upon which a Tower-Based WCF is located at any time, upon reasonable notice to the operator, to ensure such compliance.

## **§ 210-142 Laws Applicable to all Non-Tower Wireless Facilities.**

210-142.1 The following laws shall apply to all Non-Tower Wireless Communications Facilities:

### **210-142.1.1 Procedures.**

210-142.1.1.1 Any applicant proposing a Non-Tower WCF to be mounted on a building or any other Structure shall submit detailed construction and elevation drawings to the West Deer Township Building Inspector and Code Enforcement Officer indicating how the Non-

Tower WCF will be mounted on the Structure, for review by the West Deer Township Planning Commission and for approval by the Township Board of Supervisors, as a conditional use, subject to the restrictions and conditions prescribed herein and subject to the prior written approval of the Municipality.

210-142.1.1.2 The applicant shall prove that it is licensed by the FCC to operate a Non-Tower WCF and that the proposed Non-Tower WCF complies with all applicable standards established by the FCC governing human exposure to electromagnetic radiation.

210-142.1.2 Development Requirements. Non-Tower Wireless Communications Facilities shall be collocated on existing structures, such as existing buildings or wireless support structures, subject to the following conditions:

210-142.1.2.1 Permitted Subject to Conditions. Subject to the restrictions and conditions prescribed herein, Non-Tower WCFs are permitted in certain zoning districts by right and in other zoning districts as a conditional use upon review by the West Deer Township Planning Commission and approval by the West Deer Township Board of Supervisors, in accordance with the procedures and requirements of Part II, Chapter 210, Article XXIII, § 210-117, et seq., "Conditional Use".

210-142.1.2.1.1 Siting by Right. Non-Tower WCF are permitted in the following zoning districts by right, subject to the requirements and prohibitions of this Ordinance:

210-142.1.2.1.1.1 C-1 Neighborhood Commercial District;

210-142.1.2.1.1.2 C-2 Highway Commercial District;

210-142.1.2.1.1.3 I Industrial District;

210-142.1.2.1.1.4 SU Special Use District; and

210-142.1.2.1.1.5 BTP Business and Technology  
Park Overlay.

210-142.1.2.1.2 Siting by Conditional Use. Non-Tower  
WCF are permitted in the following  
zoning districts by conditional use,  
subject to the requirements and  
prohibitions of this Ordinance:

210-142.1.2.1.2.1 R Rural Estate District;

210-142.1.2.1.2.2 R-1 Rural Residential District;

210-142.1.2.1.2.3 R-2 Semi-Suburban  
Residential District

210-142.1.2.1.2.4 R-3 Suburban Residential  
District;

210-142.1.2.1.2.5 R-4 Urban Residential  
District;

210-142.1.2.1.3 Height. Any Non-Tower WCF shall not  
exceed the maximum height permitted  
in the applicable zoning district or ten  
(10) feet above the existing structure  
the Non-Tower WCF is to be located  
upon.

210-142.1.2.1.4 Equipment Building. If the Non-Tower  
WCF applicant proposes to locate the  
communications equipment in a  
separate building, the building shall  
comply with the minimum  
requirements for the applicable zoning  
district.

210-142.1.2.1.5 Fencing. A security fence having a  
height of six (6) feet, shall surround any  
separate communications equipment

building. Vehicular access to the communications equipment building shall not interfere with the parking or vehicular circulations on the site for the principal use.

210-142.1.2.1.6 Residential Attachment Prohibited. Non-Tower WCFs shall not be located on single-family detached residences, single-family attached residences, or any accessory residential structure.

210-142.1.3 Site Plan. An applicant for a Non-Tower WCF must submit a full site plan to the West Deer Township Building Inspector and Code Enforcement Officer which shall include:

210-142.1.3.1 Written authorization from the Wireless Support Structure owner of the proposed Non-Tower WCF site that such facility may be sited on the Wireless Support Structure. Written authorization from the Wireless Support Structure owner consenting to the making of the application to the Municipality for special permit use. Written acknowledgment from the Wireless Support Structure owner of being bound by Section 210-138, et. seq., the conditions of any site plan approval authorized by the Municipality, and all other requirements of the West Deer Township Code of Ordinances.

210-142.1.3.2 A site plan that is drawn to scale and shows the following features: property boundaries; existing and proposed structures; existing and proposed use(s); existing and proposed antennae; existing or proposed electrical power source; and scaled elevation view.

210-142.1.3.3 A written report including, but not limited to: information describing the Antenna height and design; a cross-section of the Wireless Support Structure; engineering specifications detailing attachment of the Antenna to the Wireless Support Structure; information describing the proposed painting and lighting schemes; radio frequency



coverage including, but not limited to, scatter plot analysis and the input parameters for the scatter plot analysis; all Wireless Support Structure information to be certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania; and wireless telecommunications data to be certified by an appropriate wireless telecommunications professional.

210-142.1.3.4 A written report, titled "Cost of Non-Tower Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania, detailing the total cost of removing and disposing of antenna and related facilities.

210-142.1.3.5 An inventory of its existing wireless communications facilities, including, but not limited to, all Tower-Based, Non-Tower, and Small WCF, that are either sited within West Deer Township or within one-quarter (1/4) mile of the border thereof. Such inventory shall include specific information about the location, height, design, and use of each wireless communications facility. The Code Enforcement, Zoning, and Animal Control Department may share such information with other applicants applying for site plan approvals or conditional use under this Ordinance or other organizations seeking to locate antennas within the Municipality; provided, however, that the Municipality is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

210-142.1.3.6 Other information deemed to be necessary by the Municipality to assess compliance with this section, or any other requirement under the West Deer Township Code of Ordinances, state law, or federal law or regulation.

210-142.1.4 Eligible Facilities Request.

- 210-142.1.4.1 Applicants proposing a modification to an existing Non-Tower WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure shall be required only to obtain a building permit from the Municipality.
- 210-142.1.4.2 In order to be considered for such permit, the Non-Tower WCF Applicant must submit a building permit application to the Municipality in accordance with the West Deer Township Code of Ordinances.
- 210-142.1.5 Visual or Land Use Impact. The Municipality reserves the right to deny an application for the construction or placement of any Non-Tower WCF based upon visual and/or land use impact.
- 210-142.1.6 Historic Buildings and Districts. No Non-Tower WCF may be located on, or within one hundred (100) feet of, any historic or preservation district, property, or on a building or structure that is listed on either the National or Pennsylvania Registers of Historic Places, or eligible to be so listed, or is included in the official historic structures list maintained by the Municipality, or so designated as a Landmark.
- 210-142.1.7 Prohibited in Open Space and Conserved Lands. Non-Tower WCFs shall not be located within an Open Space or Conserved Land.
- 210-142.1.8 Timing of Determination. All applications for Non-Tower WCFs shall be acted upon by the Municipality within ninety (90) days following the receipt of both, (1) a fully completed application for the approval of such WCF and (2) a fully paid, non-refundable application fee in an amount specified by the Master Fee Schedule. If the Municipality receives an application for a Non-Tower WCF and such application is not fully completed, then the Municipality shall notify the applicant in writing within thirty (30) days that the application is not complete and the time for the approval of such application shall not commence until a fully completed application is received by the Municipality. Unpaid applications are incomplete and not duly filed with the Township.
- 210-142.1.9 Retention of Consultants and Experts. The Municipality may hire any consultant(s) and/or expert(s) necessary to assist the Municipality in reviewing and evaluating the application for approval of the Non-Tower WCF and, once approved, in reviewing and evaluating any potential violations of the terms and conditions of this Ordinance. The applicant and/or owner of the Non-Tower WCF shall reimburse

the Municipality for all reasonable costs of the Municipality's consultant(s) and/or expert(s) in providing expert evaluation and consultation in connection with these activities.

210-142.1.10 Bond. Prior to the issuance of conditional use, the owner of a Non-Tower WCF shall, at its own cost and expense, obtain from a surety licensed to do business in Pennsylvania and maintain a bond or other form of security acceptable to the Township Solicitor. The bond shall provide that the Municipality may recover from the principal and surety any and all compensatory damages incurred by the Municipality for violations of this Ordinance, after reasonable notice and opportunity to cure. The owner shall file the bond with the Municipality and maintain the bond for the life of the respective facility. The owner of the Non-Tower WCF shall maintain a bond in the following amounts:

210-142.1.10.1 An amount of \$75,000 (seventy-five thousand) dollars to assure the faithful performance of the terms and conditions of this Ordinance.

210-142.1.10.2 An amount determined by the Township Board of Supervisors based on engineering estimates, to cover the cost of removing and disposing of the Antenna and related facilities. The Township Board of Supervisors may consider, but shall not be required to rely upon, applicant's written report, titled "Cost of Non-Tower Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of Pennsylvania.

210-142.1.10.3 From time to time, but no more frequently than once during any five year period, the Township Board of Supervisors, at its sole discretion, may adjust the amount of the bond and require the submission of a new or modified bond based on engineering estimates of the cost of the removal and disposal of the Antenna and associated facilities. The Wireless Communications Facility operator may submit a written report, titled "Adjusted Cost of Non-Tower Wireless Facilities Removal" certified by a registered Professional Engineer (P.E.) licensed by the Commonwealth of

Pennsylvania and containing engineering estimates of the cost of the removal and disposal of the Antenna and associated facilities to the Township Board of Supervisors. The Township Board of Supervisors may consider, but shall not be required to rely upon, operator's written report in determining the adjusted bond amounts.

210-142.1.11 Design Regulations.

210-142.1.11.1 Non-Tower WCFs shall employ Stealth Technology and be treated to match the supporting Structure or Wireless Support Structure in order to minimize aesthetic impact. The application of the Stealth Technology chosen by the WCF applicant shall be subject to the approval of the Municipality.

210-142.1.11.2 Non-Tower WCFs, which are mounted to a building or similar structure, may not exceed a height of fifteen (15) feet above the roof or parapet, whichever is higher, unless the Non-Tower WCF applicant obtains a variance.

210-142.1.11.3 All Non-Tower WCF applicants must submit documentation to the Municipality justifying the total height of the Non-Tower support Structure or Wireless Support Structure. Such documentation shall be analyzed in the context of such justification on an individual basis.

210-142.1.11.4 Antennae, and their respective accompanying support structures, shall be no greater in diameter than any cross-sectional dimension than is reasonably necessary for their proper functioning.

210-142.1.12 Standard of Care. Any Non-Tower WCF shall be designed, constructed, operated, maintained, repaired, modified and removed in strict compliance with all current applicable technical, safety and safety-related codes, including, but not limited to, the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, and National Electrical Code. Any WCF shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction

personnel, so that the same shall not endanger the life or safety of any person or damage any property in the Municipality.

- 210-142.1.13 Wind and Ice. All Non-Tower WCF structures shall be designed and constructed to withstand the effects of wind and ice according to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/EIA/TIA-222, as amended). All Non-Tower WCF structures shall also be designed and constructed to withstand the wind and ice loads for the place of installation in accordance with the Pennsylvania Uniform Construction Code.
- 210-142.1.14 Public Safety Communications. No Non-Tower WCF shall interfere with public safety communications or the reception of broadband, television, radio or other communication services enjoyed by occupants of nearby properties.
- 210-142.1.15 Radio Frequency Emissions. No Non-Tower WCF may, by itself or in conjunction with other WCFs, generate radio frequency emissions in excess of the standards and regulations of the FCC, including, but not limited to, the FCC Office of Engineering Technology Bulletin 65 entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields", as amended. The owner or operator of such Non-Tower WCF shall submit proof of compliance with any applicable radio frequency emissions standards to the Township Manager on an annual basis, or within thirty (30) days following a written request by the Township. A Non-Tower WCF generating radio frequency emissions in excess of the standards and regulations of the FCC shall be considered an Emergency. The Municipality reserves the authority to revoke the permit of any Non-Tower WCF that (1) fails to timely submit proof of compliance or (2) that is generating radio frequency emissions in excess of the standards and regulations of the FCC
- 210-142.1.16 Aviation Safety. Non-Tower WCFs shall comply with all federal and state laws and regulations concerning aviation safety.
- 210-142.1.17 Inspection Report Requirements. No later than the first day of December of each odd-numbered year, or within thirty (30) days following a written request by the Municipality, the owner of the Non-Tower WCF shall have said Non-Tower WCF inspected by a Pennsylvania-licensed and registered Professional Engineer (P.E.)

who is regularly involved in the maintenance, inspection, and/or modification of Non-Tower WCFs. A copy of said inspection report and certification of continued use shall be provided to the Township's Building Inspector and Code Enforcement Officer following the inspection. Any repairs advised by the report shall be effected by the owner no later than sixty (60) calendar days after the report is filed with the Municipality. No later than thirty (30) calendar days upon completion of aforesaid repairs, the Non-Tower WCF shall again be inspected in accordance with the parameters and requirements described herein.

210-142.1.18 Maintenance. The following maintenance requirements shall apply:

- 210-142.1.18.1 The Non-Tower WCF shall be fully automated and unattended on a daily basis and shall be visited only for maintenance or emergency repair.
- 210-142.1.18.2 Such maintenance shall be performed to ensure the upkeep of the facility in order to promote the safety and security of the Municipality's residents.
- 210-142.1.18.3 All maintenance activities shall utilize nothing less than the best available technology for preventing failures and accidents.
- 210-142.1.18.4 The Municipality reserves the authority to require the cleaning, repainting, or repair, of a Non-Tower WCF, including, but not limited to, the Antennae, Accessory Equipment, and any other area where the exterior surface or appearance of such facility is not regularly or properly maintained, cleaned, repainted, or repaired.
- 210-142.1.18.5 Non-Tower WCF operators bear sole financial responsibility for all maintenance or emergency repair costs.

210-142.1.19 Upgrade, Replacement, Modification.

- 210-142.1.19.1 The removal and replacement of Non-Tower WCFs and/or accessory equipment for the purpose of upgrading, replacing, modifying, or repairing the Non-Tower WCF is permitted, so long as such

upgrade, replacement, modification, or repair does not increase the overall size of the Non-Tower WCF or the number of Antennae.

210-142.1.19.2 Any material modification to a Non-Tower WCF shall require a prior amendment to the original permit or authorization.

210-142.1.20 Removal. In the event that use of a Non-Tower WCF is discontinued, the owner shall provide written notice to the Municipality of its intent to discontinue use and the date when the use shall be discontinued. Unused or abandoned WCFs or portions of WCFs shall be removed as follows:

210-142.1.20.1 All abandoned or unused Non-Tower WCFs and accessory facilities shall be removed within three (3) months of the cessation of operations at the site unless a time extension is approved by the Municipality.

210-142.1.20.2 If the Non-Tower WCF or accessory facility is not removed within three (3) months of the cessation of operations at a site, or within any longer period approved by the Municipality, the WCF and/or related facilities and equipment may be removed by the Municipality and the cost of removal assessed against the owner of the WCF. Any cost to the Municipality for such removal which is not paid under the owner's bond shall constitute a lien on the tax lot on which the Non-Tower WCF is situated and shall be collected in the same manner as a Municipal tax on real property.

210-142.1.21 Graffiti. Any graffiti on the Non-Tower WCF, including, but not limited to, the Antennae, the Wireless Support Structure, or on any communications equipment or accessory equipment, shall be removed at the sole expense of the owner within ten (10) days of notification by the Municipality.

210-142.1.22 Public Rights-of-Way. No Non-Tower WCF shall be located, in whole or in part, within the Public Rights-of-Way.

210-142.1.23 Signs. All Non-Tower WCFs shall post a sign in a readily visible location identifying the name and phone number of a party to

contact in the event of an emergency. No other signage or display is permitted.

210-142.1.24 Lighting. Non-Tower WCF shall not be artificially lighted, except as required by law. If lighting is required, the applicant shall provide a detailed plan for sufficient lighting, demonstrating as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

210-142.1.25 Emergency Power Supplies. Where practicable, Non-Tower WCF shall be constructed with both primary and secondary sources of electric power. If included, the secondary source of electric power shall be an electric generator, located on-site and equipped with sufficient fuel reserves to supply continuous electric power to operate the Non-Tower WCF and its antennae for a period of ten (10) days. The secondary source of electric power shall not be used, except in emergency situations involving the loss of the primary power source. The WCF operator may activate the electric generator to test the secondary power source or to perform routine maintenance on the electric generator, provided that the WCF operator deliver written notice to the Township Manager at least five (5) business days prior to such electric generator testing or electric generator maintenance.

210-142.1.26 Noise. Non-Tower WCFs shall be operated and maintained so as not to produce noise in excess of applicable noise standards under state law and the West Deer Township Code of Ordinances, except in emergency situations requiring the use of an electrical generator, where such noise standards may be exceeded on a temporary basis only.

210-142.1.27 Inspection by Municipality. The Municipality reserves the right to inspect any Non-Tower WCF to ensure compliance with the provisions of this Ordinance and any other provisions found within the West Deer Township Code of Ordinances or state or federal law or regulation. The Municipality and/or its agents shall have the authority to enter the property upon which a Non-Tower WCF is located at any time, upon reasonable notice to the operator, to ensure such compliance.

## **§ 210-143 Laws Applicable to all Small Wireless Communications Facilities.**

210-143.1 The following laws shall apply to Small Wireless Communications Facilities:



210-143.1.1 Development Requirements.

210-143.1.1.1 Small WCF are permitted by approval from the Township's Building Inspector and Code Enforcement Officer in all zoning districts, subject to the requirements of this section and generally applicable permitting as required by the West Deer Township Code of Ordinances.

210-143.1.1.2 Small WCF located within districts that require utilities to be located underground shall be collocated on existing or replacement Wireless Support Structures. No new Wireless Support Structure may be installed for the purpose of supporting a Small WCF within districts, or sub-portions thereof, that require utilities to be located underground.

210-143.1.1.3 Small WCF in the public ROW requiring the installation of a new Wireless Support Structure shall not be located directly in front of any building entrance or exit.

210-143.1.1.4 All Small WCF shall comply with the applicable requirements of the Americans with Disabilities Act and all applicable streets and sidewalks requirements in the West Deer Township Code of Ordinances.

210-143.1.2 Procedures.

210-143.1.2.1 Any applicant proposing a Small WCF shall submit an application to the Township's Building Inspector and Code Enforcement Officer for site plan review and administrative determination.

210-143.1.2.2 The applicant shall prove that it is licensed by the FCC to operate a Small WCF and that the proposed Small WCF complies with all applicable standards established by the FCC governing human exposure to electromagnetic radiation.

210-143.1.3 Timing of Determination. All applications for Small WCFs shall be acted upon by the Municipality within a specific number of days following the receipt of both, (1) a fully completed application for the approval of such Small WCF and (2) a fully paid, non-refundable application fee in an amount specified by the Master Fee Schedule. Unpaid applications are incomplete and not duly filed with the Township. The timing of determination for Small WCF applicants shall be as follows:

210-143.1.3.1 Within ten (10) calendar days of the date that an application for a Small WCF is filed with the Township's Building Inspector and Code Enforcement Officer, the Municipality shall notify the WCF Applicant in writing if an application is incomplete and shall advise the WCF Applicant of any information that may be required to complete such application.

210-143.1.3.2 Within sixty (60) days of receipt of a completed application for Collocation of a Small WCF on a preexisting Wireless Support Structure, the Township's Building Inspector and Code Enforcement Officer shall make a final decision on whether to approve or deny the application and shall notify the WCF Applicant in writing of such decision.

210-143.1.3.3 Within ninety (90) days of receipt of a completed application for a Small WCF requiring the installation of a new Wireless Support Structure, the Township's Building Inspector and Code Enforcement Officer shall make a final decision on whether to approve the application and shall notify the WCF Applicant in writing of such decision.

210-143.1.4 Basis of Denial of Application. The Township retains the authority to deny an Application to construct, place, modify, or operate a Small WCF in the Public Rights-of-Way if any of the following apply:

210-143.1.4.1 The Small WCF materially interferes with the safe operation of traffic control equipment, sight lines or clear zones for transportation or pedestrians or compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327) or

similar Federal or State standards regarding pedestrian access or movement.

210-143.1.4.2 The Small WCF fails to comply with the West Deer Township Code of Ordinances, or any other applicable codes.

210-143.1.4.3 The Small WCF fails to comply with the requirements specified under the Pennsylvania Small Wireless Facilities Deployment Act, or any other applicable state law.

210-143.1.4.4 The Small WCF fails to comply with the requirements specified under federal law and FCC regulation.

210-143.1.4.5 The Applicant fails to submit a written report by a Pennsylvania-licensed and registered Professional Engineer (P.E.), who is regularly involved in the maintenance, inspection, and/or modification of Small WCFs, demonstrating that the Small WCF in the Public Rights-of-Way will comply with all applicable FCC regulations.

210-143.1.5 Documentation of Denial in Writing. Within the applicable Shot Clock timeframes established by this Ordinance, the Municipality shall document the basis for an Application denial, in writing, including, but not limited to, the specific provisions of applicable codes on which the denial was based, and shall send the documentation to the Applicant within five (5) business days following the denial of an Application to construct, place, modify or operate a Small WCF in the Public Rights-of-Way.

210-143.1.6 Opportunity to Cure. Following the determination to deny an Application to construct, place, modify or operate a Small WCF in the Public Rights-of-Way, the Applicant may cure the deficiencies identified by the Township and resubmit the Application to construct, place, modify or operate a Small WCF in the Public Rights-of-Way within thirty (30) days following receipt of the Township's written basis for the denial. Upon eligible resubmission, the Applicant shall not pay any additional application fees.

210-143.1.7 Municipal Review upon Eligible Resubmission. The Township shall approve or deny the revised Application to construct, place, modify or operate a Small WCF in the Public Rights-of-Way within thirty (30) days following the Application being resubmitted for review and determination. Any subsequent review by the Township shall be limited to the deficiencies cited in the Township's written denial. If the resubmitted Application addresses or changes other sections of the Application that were not previously denied, the Township's shall automatically be granted an additional fifteen (15) days on the Shot Clock timeframe to review the resubmitted application and may charge an additional fee for the review. No Applicant shall make more than one (1) resubmission per initial denial of an Application to construct, place, modify or operate a Small WCF in the Public Rights-of-Way.

210-143.1.8 Eligible Facilities Request.

210-143.1.4.1 Small WCF Operators proposing a modification to an existing Small WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure shall be required only to obtain a building permit from the Municipality.

210-143.1.4.2 In order to be considered for such permit, the Small WCF Operator must submit a building permit application to the Municipality in accordance with the West Deer Township Code of Ordinances.

210-143.1.4.3 The timing of determination for Small WCF Operators proposing a modification to an existing Small WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure shall be as follows:

210-143.1.4.3.1 Within thirty (30) calendar days of the date that an application for a modification to an existing Small WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure is filed with the Township's Building Inspector and Code Enforcement Officer, the Municipality shall notify the applicant in

writing if the application is incomplete and shall advise of any information that may be required to complete such application.

210-143.1.4.3.2

An application for a modification to an existing Small WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure shall be deemed complete when all documents, information and fees required by the Municipality's regulations, laws and forms pertaining to the location, modification or operation of Wireless Communications Facilities are submitted by the Applicant to the Municipality. In case of incompleteness of the application, the Municipality shall promptly notify the Applicant that the application is not complete and the time for the approval of such application shall not commence until a fully completed application is received by the Municipality.

210-143.1.4.3.3

Within sixty (60) days of receipt of a completed application a modification to an existing Small WCF that does not Substantially Change the dimensions of the underlying Structure or Wireless Support Structure, the Township's Building Inspector and Code Enforcement Officer shall make a final decision on whether to approve or deny the application and shall notify the WCF Applicant in writing of such decision.

210-143.1.9 Non-Conforming Wireless Support Structures. Small WCF shall be permitted to collocate upon non-conforming Tower-Based WCF and other non-conforming structures. Collocation of WCF upon existing Tower-Based WCF is encouraged even if the Tower-Based WCF is non-conforming as to use within a zoning district.

- 210-143.1.10 Application Fees. The Municipality may assess appropriate and reasonable application fees directly related to the Municipality's actual costs in reviewing and processing the application for approval of a Small WCF, as well as related inspection, monitoring, and related costs, subject to the limitations in this section, in amounts specified by the Master Fee Schedule.
- 210-143.1.11 Standard of Care. Any Small WCF shall be designed, constructed, operated, maintained, repaired, modified and removed in strict compliance with all current applicable technical, safety and safety-related codes, including, but not limited to, the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, National Electrical Code, the Pennsylvania Uniform Construction Code (UCC), or to the industry standard applicable to the structure. Any WCF shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction personnel, so that the same shall not endanger the life of any Person or any property in the Municipality.
- 210-143.1.12 Historic Buildings and Districts. No Small WCF may be located on, or within one hundred (100) feet of, any historic or preservation district, property, building or structure that is listed on either the National or Pennsylvania Registers of Historic Places, or eligible to be so listed, or is included in the official historic structures list maintained by the Municipality, or so designated as a Landmark.
- 210-143.1.13 Wind and Ice. All Small WCF shall be designed and constructed to withstand the effects of wind and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/EIA/TIA-222, as amended), or to the industry standard applicable to the structure. All Small WCF structures shall also be designed and constructed to withstand the wind and ice loads for the place of installation in accordance with the Pennsylvania Uniform Construction Code.
- 210-143.1.14 Radio Frequency Emissions. A Small WCF shall not, by itself or in conjunction with other WCFs, generate radio frequency emissions in excess of the standards and regulations of the FCC, including, but not limited to, the FCC Office of Engineering Technology Bulletin 65 entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields," as amended. The owner or operator of such Small WCF shall submit proof of compliance with any applicable radio frequency emissions standards

to the Township Manager on an annual basis, or within thirty (30) days following a written request by the Township. A Small WCF generating radio frequency emissions in excess of the standards and regulations of the FCC shall be considered an Emergency. The Municipality reserves the authority to revoke the permit of any Small WCF that (1) fails to timely submit proof of compliance or (2) that is generating radio frequency emissions in excess of the standards and regulations of the FCC.

210-143.1.15 Time, Place and Manner. The Municipality shall determine the time, place and manner of construction, maintenance, repair and/or removal of all Small WCF in the ROW based on public safety, traffic management, physical burden on the ROW, and related considerations.

210-143.1.16 Accessory Equipment. Small WCF and accessory equipment shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, create safety hazards to pedestrians and/or motorists, or to otherwise inconvenience public use of the ROW as determined by the Municipality.

210-143.1.17 Graffiti. Any graffiti on the Small WCF, including, but not limited to, the Antennae, the Structure, the Wireless Support Structure, or any Accessory Equipment, shall be removed at the sole expense of the owner within ten (10) days of notification by the Municipality.

210-143.1.18 Maintenance. The following maintenance requirements shall apply:

210-143.1.14.1 Any Small WCF shall be fully automated and unattended on a daily basis and shall be visited only for maintenance or emergency repair.

210-143.1.14.2 Such maintenance shall be performed to ensure the upkeep of the facility in order to promote the safety and security of the public.

210-143.1.14.3 All maintenance activities shall utilize nothing less than the best available technology and practices for preventing failures and accidents.

210-143.1.14.4 The Municipality reserves the authority to require the cleaning, repainting, or repair, of a Small WCF, including, but not limited to, the Antennae, Wireless

Support Structure, Accessory Equipment, and any other area where the exterior surface or appearance of such facility is not regularly or properly maintained, cleaned, repainted, or repaired.

210-143.1.14.5 Small WCF operators bear sole financial responsibility for all maintenance or emergency repair costs. The financial responsibility of Small WCF operators for maintenance or emergency repair costs is exclusive and independent from the Municipality's costs in managing and maintaining the Public Rights-of-Way.

210-143.1.19 Design Standards. All Small WCF in the Municipality shall comply with the requirements of the West Seer Township Small Wireless Communications Facility Design Manual, a copy of which is on file with the Municipality.

210-143.1.20 Collocation Requirement. An application for a Small WCF with a new Wireless Support Structure in the Public Rights-of-Way shall not be approved unless the Municipality finds that the proposed Small WCF cannot be accommodated on an existing Structure or Wireless Support Structure, such as a utility pole. Any application for approval of a Small WCF shall include a comprehensive inventory of all existing Towers and other suitable Structures or Wireless Support Structures within a one-quarter (1/4) mile radius from the point of the proposed Small WCF, unless the applicant can show to the satisfaction of the Municipality that a different distance is more reasonable, and shall demonstrate conclusively why an existing Tower, Structure, or other suitable Wireless Support Structure cannot be utilized.

210-143.1.21 Limitation on Concurrent Collocation Applications. Any Person seeking to Collocate a Small WCF in the Public Rights-of-Way may submit a consolidated Application for Collocation of Small WCF, which shall include no more than twenty (20) concurrent Applications to Collocate Small WCF in the Public Rights-of-Way. No Person shall submit more than one (1) consolidated Application to Collocate Small WCF in the Public Rights-of-Way, or twenty (20) individual Applications to Collocate Small WCF in the Public Rights-of-Way during any thirty (30) day period of time. If one consolidated Application for Collocation of Small WCF in the Public Rights-of-Way, or twenty (20) individual Applications to Collocate Small WCF in the Public Rights-of-Way, are received by the Township during any forty-five (45) day period of time, then the Township's applicable shot



clocks, as specified in this Ordinance, shall be automatically, and without public notice, extended by a time period of fifteen (15) days following submission of the aforesaid Application(s).

210-143.1.22 Relocation or Removal of Facilities. Within ninety (90) days following written notice from the Municipality, or such longer period as the Municipality determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a Small WCF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Small WCF when the Municipality, consistent with its police powers and applicable Public Utility Commission regulations, shall determine that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:

210-143.1.16.1 The construction, repair, maintenance or installation of any Municipality or other public improvement in the Public Rights-of-Way;

210-143.1.16.2 The operations of the Municipality or other governmental entity in the Right-of-Way;

210-143.1.16.3 Vacation of a Street or road or the release of a utility easement; or

210-143.1.16.4 An Emergency as determined by the Municipality.

210-143.1.23 Retention of Consultants or Experts. The Municipality may hire any consultant(s) and/or expert(s) necessary to assist the Municipality in reviewing and evaluating the application for approval of the Small WCF and, once approved, in reviewing and evaluating any potential violations of the terms and conditions of this Ordinance. The applicant and/or owner of the Small WCF shall reimburse the Municipality for all reasonable costs of the Municipality's consultant(s) and/or expert(s) in providing expert evaluation and consultation in connection with these activities, provided that such costs are a reasonable approximation of costs incurred, the costs are reasonable, and the costs are non-discriminatory.

210-143.1.24 Inspection Report Requirements. No later than the first day of December of each odd-numbered year, or within thirty (30) days following a written request by the Municipality, the owner of the Small WCF shall have said Small WCF inspected by a Pennsylvania-licensed and registered Professional Engineer (P.E.) who is regularly

involved in the maintenance, inspection, and/or modification of Small WCFs. A copy of said inspection report and certification of continued use shall be provided to the Township's Building Inspector and Code Enforcement Officer following the inspection. Any repairs advised by the report shall be effected by the owner no later than sixty (60) calendar days after the report is filed with the Municipality. No later than thirty (30) calendar days upon completion of aforesaid repairs, the Small WCF shall again be inspected in accordance with the parameters and requirements described herein.

**210-143.1.25 Reimbursement for ROW Use.** In addition to permit fees as described in this section, every Small WCF in the ROW is subject to the Municipality's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the ROW. Such compensation for ROW use shall be directly related to the Municipality's actual ROW management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising and other ROW management activities by the Municipality. The owner of each Small WCF shall pay an annual fee to the Municipality, in an amount specified by the Master Fee Schedule, to compensate the Municipality for the Municipality's costs incurred in connection with the activities described above. Such fees shall comply with the applicable requirements of the Federal Communications Commission. The Municipality reserves the authority to revoke the permit of any Small WCF that fails to timely remit annual payment of the Small WCF ROW use and occupancy fee to the Municipality.

**210-143.1.26 Inspection by Municipality.** The Municipality reserves the right to inspect any Small WCF to ensure compliance with the provisions of this Ordinance and any other provisions of the West Deer Township Code of Ordinances or state or federal law or regulation. The Municipality and/or its agents shall have the authority to enter the property or public rights-of-way upon which a Small WCF is located at any time, upon reasonable notice to the operator, to ensure such compliance.

## **§ 210-144      Laws Applicable to All Wireless Facilities.**

**210-144.1 Town Property.** Nothing in this Ordinance shall be deemed to create any offer, right, or entitlement to use Municipal property for the construction or operation of Tower-Based WCF, Non-Tower WCF, Small WCF, Wireless Support Structures, or related facilities. Any such Tower-Based WCF, Non-Tower WCF, Small WCF, Wireless Support Structure, or related facility proposed to be sited on property owned, leased, or otherwise controlled by West Deer Township may be exempt from the requirements

of this Ordinance. The Township Board of Supervisors retains the right to require applicants to obtain site plan approval from it in accordance with the requirements of this Ordinance. No Tower-Based WCF, Non-Tower WCF, Small WCF, Wireless Support Structures, or related facilities may be constructed or installed on Municipal property until a license or lease agreement authorizing such Wireless Facility has been approved by the Township Board of Directors.

- 210-144.2 Penalties. Any Person violating any provision of this Ordinance shall be subject, upon finding by a magisterial district judge, to a penalty not exceeding \$500 (five hundred) dollars, for each and every offense, together with attorneys' fees and costs. A separate and distinct violation shall be deemed to be committed each day on which a violation occurs or continues to occur. In addition to an action to enforce any penalty imposed by this Ordinance and any other remedy at law or in equity, the Municipality may apply to a Court for an injunction or other appropriate relief at law or in equity to enforce compliance with or restrain violation of any provision of this Ordinance.
- 210-144.3 Determination of Violation. In the event the Municipality determines that a Person has violated any provision of this Ordinance, such Person shall be provided written notice of the determination and the reasons therefore. Except in the case of an Emergency, the Person shall have thirty (30) days to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the Municipality may, in its sole discretion, extend the time period to cure, provided the Person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the Municipality may take any and all actions authorized by this Ordinance and/or federal and/or Pennsylvania law and regulations.
- 210-144.4 Revocation of Permitted Use. Any permit granted under this Ordinance may be revoked by the Township Board of Supervisors after a hearing, conducted on at least fifteen (15) days' written notice to the owner of the Wireless Communications Facility and any related facilities, and an opportunity to be heard. If at such hearing the Township Board of Supervisors determines that substantial evidence exists that the Wireless Communications Facility and related facilities constitute a threat to public safety, health, or welfare, or that the conditions of the permit have been materially violated, the Town Board may revoke the permit.
- 210-144.5 Fee Payments are Non-Refundable. All fees paid to the Municipality, including, but not limited to, application fees and permit fees, are non-refundable and will not be returned to the Applicant.

## § 210-145

## Insurance and Indemnification of Wireless Facilities

### § 210-145.1 Insurance.

- 210-145.2.1 Requirement of Insurance. Each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall purchase and maintain, at its sole expense, certain insurance coverages of specified minimum rating, as listed herein, and shall provide documentation to the West Deer Township Manager, upon request, and as provided herein.
- 210-145.2.2 No Payment or Reimbursement. Each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall be solely responsible for bearing the costs of furnishing and maintaining all required insurance coverages of specified minimum rating, as listed herein. The Municipality shall not provide direct payment or reimbursement to Persons for the costs of maintaining, or the costs of furnishing, the required insurance coverages.
- 210-145.2.3 Specified Minimum Insurance Ratings, Registration, and Additional Endorsement. All insurance carriers listed in the Certificate(s) of Insurance for the required insurance coverages shall have, at minimum, a credit rating of "Rated A VII or Better" from the A.M. Best Company and shall be licensed in the Commonwealth of Pennsylvania. Each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall name West Deer Township as an Additional Insured by endorsement on the Certificate(s) of Insurance.
- 210-145.2.4 Furnishment of Certificates Prior to Commencement. Prior to the commencement of any construction, operation, or removal, each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall furnish Certificates of Insurance to the West Deer Township Manager evidencing coverage in compliance with the regulations herein. The failure of the Township to object to the contents of the Certificate(s) of Insurance or absence of same shall not be deemed a waiver of any legal rights held by the Township.
- 210-145.2.5 Revocation of Permit. The failure of any Person to construct, operate, or remove a Wireless Communications Facility without complying with the insurance coverage and administrative requirements herein

shall constitute an Emergency. Upon such Emergency, the Municipality reserves the authority to revoke the permit of any Wireless Communications Facility for failure to comply with the insurance coverage and administrative requirements herein.

210-145.2.6 Minimum Insurance Requirements. Each Person that owns or operates a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall maintain the following minimum insurance coverages:

210-145.1.6.1 Worker's Compensation and Employers Liability Policy, covering operations in the Commonwealth of Pennsylvania. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided to the West Deer Township Manager. Waiver of Subrogation to be included with documentation provided to the West Deer Township Manager.

210-145.1.6.2 Commercial General Liability Policy, with limits of no less than \$1,000,000 (one million) dollars each occurrence, per WCF location and \$2,000,000 (two million) dollars General Aggregate, per WCF location, with limits for Bodily Injury and Property Damage, and shall contain the following coverages and endorsements:

§ 210-145.1.6.2.1 Premises and Operations;

§ 210-145.1.6.2.2 Products/Completed Operations;

§ 210-145.1.6.2.3 Independent Contractors;

§ 210-145.1.6.2.4 Personal and Advertising Injury;

§ 210-145.1.6.2.5 Blanket Contractual Liability;

§ 210-145.1.6.2.6 Explosion, Collapse, Underground Liability (XCU);

§ 210-145.1.6.2.7 West Deer Township and their assigns, officers, employees, volunteers,

representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions.

§ 210-145.1.6.2.8 The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.

§ 210-145.1.6.2.9 To the extent permitted by Pennsylvania law, each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility waives all rights of subrogation or similar rights against West Deer Township, assigns, officers, employees, volunteers, representatives and agents.

§ 210-145.1.6.2.10 Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only.)

§ 210-145.1.6.2.11 Coverage must be written on an Occurrence Policy Form.

§ 210-145.1.6.2.12 No deductible or Self Insured Retention should exceed \$50,000 (fifty-thousand) dollars.

210-145.1.6.3 Comprehensive Automobile Policy, with limits of no less than \$1,000,000 (one million) dollars. Bodily Injury and Property Damage liability including, but not limited to, coverage for owned, any auto non-owned, and hired private passenger and commercial vehicles. West Deer Township and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile

Liability coverage on the certificate, and Additional Insured Endorsement shall be attached. To the extent permitted by Pennsylvania law, each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility waives all rights of subrogation or similar rights against West Deer Township, assigns, officers, employees, representatives and agents. Coverage must apply on a primary and noncontributory basis.

210-145.1.6.4 Umbrella Liability, with limits of no less than \$5,000,000 (five million) dollars each occurrence per WCF location and \$5,000,000 (five million) dollars General Aggregate per WCF location, including, but not limited to, coverage for General Liability, Automobile, Workers Compensation. Coverage must be written as an Occurrence Policy.

210-145.1.6.5 Professional Liability (if applicable), with limits no less than \$1,000,000 (one million) dollars per Claim. Coverage must be written as an Occurrence Policy.

210-145.2.7 Increasing the Minimum Insurance Requirements. The Minimum Insurance Requirements specified herein may be increased at any time upon the review and determination of the Township's Board of Supervisors.

210-145.2.8 Notice Prior to Cancellation or Expiration of Insurance. The Certificate(s) of Insurance shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the West Deer Township Manager via U.S. Postal Mail. Insurance policies that lapse and/or expire during term of work shall be recertified and received by the West Deer Township Manager no less than thirty (30) days prior to expiration or cancellation of the respective policy.

## § 210-145.2 Indemnification.

210-145.2.1 Requirement to Indemnify and Hold Harmless. Each Person that owns or operates a Tower-Based WCF, a Non-Tower WCF, or a Small WCF shall, at its sole cost and expense, indemnify, defend and hold harmless the Municipality, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including, but not limited to, death, and property damage arising in whole or in part from, caused by or connected with

any act or omission of the Person, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of each of its WCF.

210-145.2.2 Requirement to Defend. Each Person that owns or operates a Tower-Based WCF, a Non-Tower WCF, or a Small WCF shall defend any actions or proceedings against the Municipality in which it is claimed that personal injury, including, but not limited to, death, or property damage was caused by the construction, installation, operation, maintenance or removal of each of its WCF. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs, and all other costs of indemnification.

210-145.2.3 Indemnification and Hold Harmless Agreement Requirement. Prior to the initial commencement of any construction, operation, or removal, each Person that owns, operates, or removes a Tower-Based, Non-Tower, or Small Wireless Communications Facility shall furnish an "Indemnification and Hold Harmless Agreement" to the West Deer Township Manager.

**§ 210-146      Miscellaneous.**

210-146.1 Police Powers. The Municipality, by granting any permit or taking any other action pursuant to this Section, does not waive, reduce, lessen or impair the lawful police powers vested in the Municipality under applicable federal, state and local laws and regulations.

210-146.2 Severability. If any section, subsection, sentence, clause, phrase or word of this Section is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this Section invalid.

210-146.3 Effective Date. This Ordinance shall become effective upon enactment by the West Deer Township Board of Supervisors.



**IV. REPEAL AND REPLACEMENT OF PART II, CHAPTER 210, ARTICLE XXIII, § 210-120(A)(11) "CONDITIONAL USE STANDARDS".**

Part II, Chapter 210, Article XXIII, § 210-120(A)(11) "Communications towers" of the West Deer Township Code of Ordinances is hereby repealed and replaced in its entirety, provided for as follows:

**§ 210-120(A)(11) Wireless Communications Facilities.**

(a) See West Deer Township Code of Ordinances, Part II, Chapter 210, Article XXXI, § 210-138, et seq., "West Deer Township Wireless Communications Facilities Ordinance."

DULY ORDAINED AND ENACTED this 21<sup>st</sup> day of September 2022.

ATTEST:

TOWNSHIP OF WEST DEER

\_\_\_\_\_  
Daniel J. Mator, Jr.  
Township Manager

\_\_\_\_\_  
Beverly S. Jordan, Chairperson  
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 21 September 2022 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>
Beverly S. Jordan, Chairperson				
Shirley A. Hollibaugh, Vice Chair				
Vernon Frey				
Jennifer Mann				
James Smullin				

WITNESS my hand and the seal of the Township on this 21<sup>st</sup> day of September 2022.  
[SEAL]

By: \_\_\_\_\_  
Daniel Mator  
Township Manager

ATTEST:

WEST DEER TOWNSHIP  
BOARD OF SUPERVISORS

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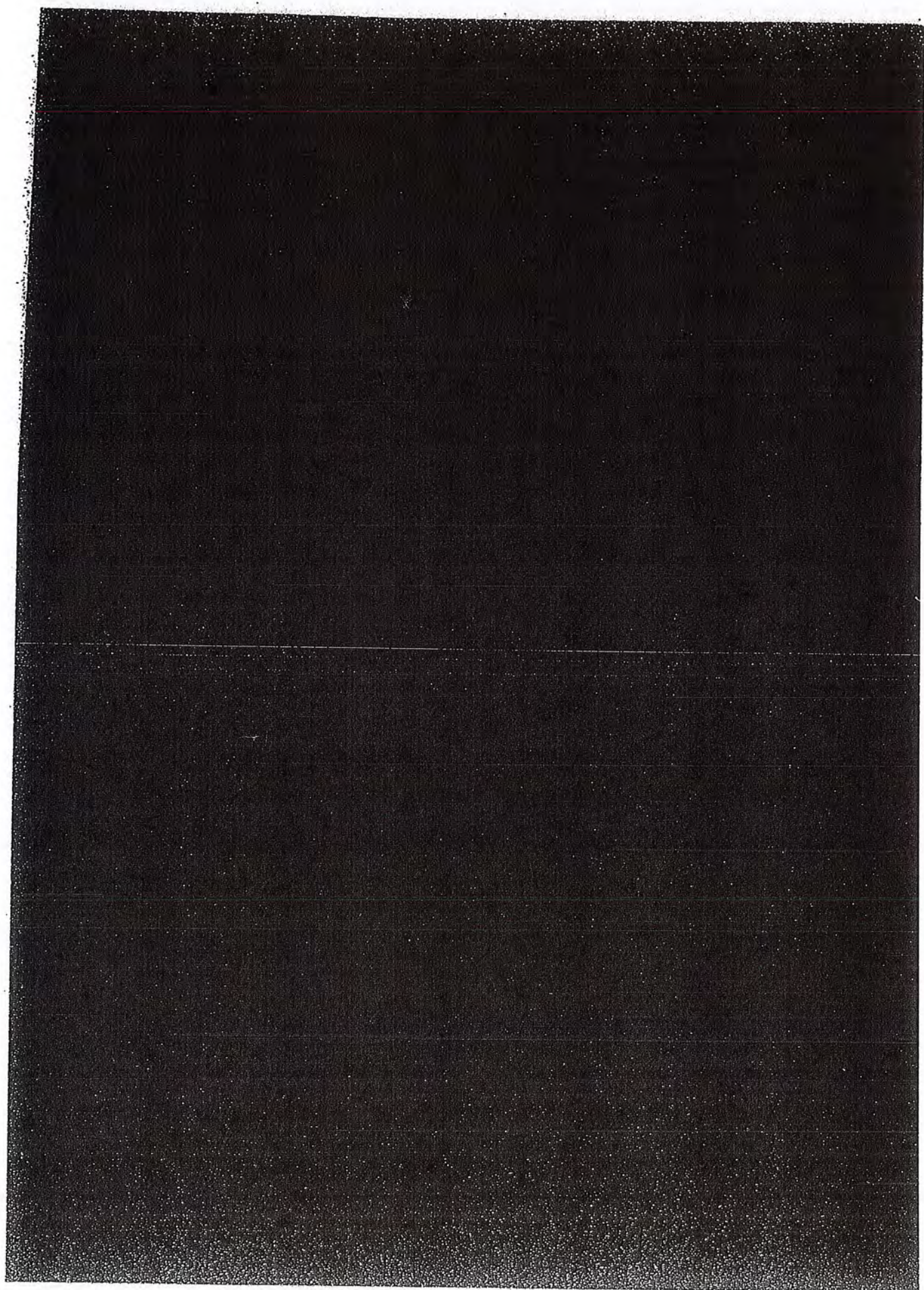
Township Manager

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Chairperson

DRAFT







**AUTHORIZATION: ADVERTISEMENT OF A PUBLIC HEARING FOR A USED CAR DEALERSHIP (JK MOTOR CARS, LLC)**

APPLICANT: JK MOTOR CARS, LLC

LOCATION: 11 OAK ROAD, GIBSONIA, PA  
1.411 ACRES

ZONING DISTRICT: SU – SPECIAL USE

REQUEST: TO OPERATE A USED CAR/AUTO DEALERSHIP

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 USED CAR/AUTO DEALERSHIP REQUEST FOR A SPECIAL USE DEVELOPMENT SCHEDULED AUGUST 17, 2022 AT \_\_\_\_\_PM.

	MOTION	SECOND	AYES	NAYES
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____



West Deer Township Planning Commission  
Meeting Report for June 23, 2022

**PLANNING COMMISSION RECOMMENDATION**

Project Name: **Conditional Use Application for a Used Car Dealership**

Property Location: 11 Oak Road, Gibsonia, PA - West Deer Twp. – Allegheny County

Planning Commission **RECOMMENDS APPROVAL** of the Conditional Use Application to operate a used car dealership at 11 Oak Road, Gibsonia, with the following **CONDITIONS**. The voting was unanimous.

1. Submit a plan showing the required parking striping to designate visitor, staff, ADA, and fire access lane(s) at the subject property. The parking plan comply with all Township applicable codes. The access aisles shall be minimum 25' wide. The plan shall be submitted to the Code Enforcement and Zoning Department for review and approval prior to striping being installed.
2. If proposed, submit a West Deer Township Sign Application to the Department of Code Enforcement and Zoning for review and approval prior to installing any sign on the subject property.
3. The inoperable vehicles, if any on the premises, shall be parked indoor or at location on the premises where they are not visible from the Oak Road.
4. No outdoor storage shall be permitted except for the vehicle inventory.
5. No clear cutting of the existing trees shall be permitted.
6. The existing chain link fence between the subject property and Blackout Tinting business shall be kept in good shape until removed.

7. Submit a landscaping plan to the Department of Code Enforcement and Zoning for approval. The plan showing installation of minimum two trees of locally acceptable species in front of the bay door building, towards the side fronting Oak Road. The planting shall be of a minimum 2½ "caliper size at the time of planting. The selection shall take into account the height and width at the time of maturity. The landscaping must be completed prior to starting the business.
8. If in the future, the present owner cease to operate the (if) approved business and leave the property vacant for 12 months or more then this Conditional Use Permit shall be null and void. The business and / or the property owner must inform the Department of Code Enforcement and Zoning in writing of such occurrence.
9. If in the future, this business is discontinued or vacated, all the signs on the premises shall be removed within thirty (30) days of the vacation or discontinuation of the business by the business owner and/or the property owner. Upon failure of the compliance the Township shall remove the sign at the subject property at the owner's expense.
10. The applicant must obtain an Occupancy Permit from the Department of Code Enforcement and Zoning prior to occupying the building.

Thank you.



## **Department of Code Enforcement and Zoning**

### ***CASE SUMMARY***

***DATE:***      ***June 23, 2022***

**CASE NUMBER:**    **CUP 22 - 01**

**Applicant:**                      Jaison Kelly, 113 Overlook Dr.

**Property Owner:**              CPC, LLC, Allison Park, PA

**Site/Project Address:**        11 Oak Road, Gibsonia, PA 15044

**Request:**                        Conditional Use Permit to operate a Used Car Dealership

**Parcel Number:**                1508-S-75

**Acreage:**                        1.411 Acres

**Present Zoning:**                Special Use District (SU)

**Staff Recommendation:**        ***Approval with Conditions***

#### ***Planning Commission Recommendation:***

***Approval*** with Conditions (as presented by staff with the modification to conditions #1, #4, and #6 – See Staff Analysis)

**Thank you.**





## **Department of Code Enforcement and Zoning**

### ***STAFF ANALYSIS***

**TO:** Daniel Mator, Township Manager / The Chairman and Planning Commission Members

**FROM:** Department of Code Enforcement and Zoning

**DATE:** July 20, 2022 / June 23, 2022 (Planning Commission Meeting Date)

**RE:** Conditional Use Application

**CASE NUMBER:** CUP 22-01

#### ***Finding of Fact:***

Mr. Jaison Kelly of 113 Overlook Drive of JK Motor Cars, has submitted a Conditional Use Application with the West Deer Township. The subject property is located at 11 Oak Road, Gibsonia, PA 15044.

The property owner is CPC, LLC, 511 Cedar Run Road, Allison Park, PA 15101.

The parcel number is 1508-S-75. The property is 1.411 acres.

The property is vacant presently. The subject property has two structures, one is office type and the other is garage with 8 bay doors.

#### ***Request:***

The request is for a Conditional Use Permit to operate a Used Car/Auto Dealership. As per West Deer Township Zoning Ordinance §210-120 Conditional Use standards and criteria A. (4) Automobile sales/service, approval to a Conditional Use Application is required by the Board of Supervisors to operate an automobile sales/service dealership/business.

#### ***Background:***

The site was originally developed for a new car dealership. After the new car dealership closed the building was occupied by other businesses, lastly by an engineering firm for the office use. Presently, the premises are vacant. The site under consideration for a used auto dealership was used for the same use/purpose by the new car dealership in the past.

### ***Staff Analysis:***

The subject property is located on a State route 910 (Oak Road). Little further south, Oak Road intersects with Gibsonia Road. The property next to the subject property is occupied by Blackout Tinting business. The property in the north is vacant and wooded area. The property across the street is vacant. But a utility company uses it to store containers and trucks. Further north is a self-storage business (Charlie's Self Storage).

The property has a chain link fence in between the subject property and the window tinting business (Blackout Tinting) next door. The access to the subject property is from a common entrance to the tinting business.

### ***Traffic Study:***

As per West Deer Township Zoning Ordinance §210-120 (4) (a), A traffic impact study shall be prepared by a Transportation Engineer.

David Wooster and Associates, Inc., has prepared and submitted a traffic evaluation report, dated, May 16, 2022, for the project business and the site. Full traffic evaluation report is attached herewith.

*Excerpts* from the traffic evaluation report:

It is understood that JK Motor Cars, LLC proposes to lease and operate a used car dealership at 11 Oak Road in West Deer Township. When originally developed, the site was a new car dealership. Most recently, according to the West Deer Township Zoning official, it was occupied by a engineering firm. It is further understood that your proposed use requires a Conditional Use Approval from West Deer Township.

Wooster referenced the Institute of Transportation Engineers' Trip Generation, 11th Edition, 2021, Land Use Code 841, Automobile Sales (Used) to estimate the trip generating characteristics of the proposed used car dealership. Two independent variables are provided for this Land Use Code: number of employees and building square footage. It appears that the trip rates were all calculated from the same number of studies, therefore, each independent variable has similar standard deviation. However, because this property is being leased, and Mr. Jaison Kelly May 16, 2022 Page 2 based on discussions with the perspective tenant, the size of the building was not critical to the decision to enter a lease of the property, rather, the location and the property area. Therefore, it was decided that the most accurate independent variable would be for the number of employees. According to the tenant, the facility will generally be staffed with 1 employee, however, on occasion, there may be two employees, therefore, two employees were assumed for the calculation of trip generation. Wooster estimates that the proposed used car dealership to generate approximately 26 trips per day, 2 trips during the morning peak street traffic hour, and 3 trips during the evening peak street traffic hour. By comparison, if one were to use square footage as the independent variable, the site would be expected to generate 122 trips per day, 10 trips during the morning peak street traffic hour, and 17 trips during the evening peak street traffic hour. The existing building had most recently been leased as general office space. However, the building itself was originally occupied by the service department of a new car

dealership. It contains garage service bays, storage space and office. It is uncertain exactly how much office space was occupied or used by the previous tenant. However, simply for the purposes of comparison of uses, Wooster calculated the trip generation of the previous use assuming general office use. Again, referencing the Institute of Transportation Engineers' Trip Generation, 11th Edition, 2021, Land Use Code 710, General Office, a 4,500 square foot general office can be expected to generate approximately 80 trips per day, 12 trips during the morning peak street traffic hour, and 13 trips during the evening peak street traffic hour.

As previously identified, the trip generation associated with the proposed use is de minimus. For example, the Pennsylvania Department of Transportation has criteria for the performance of traffic studies. Those criteria identify thresholds of 3,000 average daily traffic volume or peak hour entering or exiting traffic volumes in excess of 100 vehicles as those developments requiring traffic studies. Clearly, these thresholds are not met.

In conclusion, based on the insignificant trip generation anticipated by the proposed development, particularly compared to the originally developed use and the subsequent uses, Wooster opines that the proposed development will have no measurable impact on traffic operations within its environs. A review of available reportable traffic accident information yields no accident problems identified within the environs of the proposed site.

(b) All automobile sales/service shall be located adjacent to an arterial road as identified by the Township.

It does.

(c) Automobile inventory shall be aligned and displayed in an orderly fashion so that circulation for the fire safely can be maintained at all times.

See Ariel

(d) All outdoor areas adjacent to a residence shall have exterior lighting reduced to 50% illumination after 11:00 pm.

No additional lighting is proposed.

(e) The township may attach additional conditions pursuant to this section, In order to protect the public's health, safety, and welfare. These conditions may include, but not limited to, increased set back.

See attached staff recommended conditions.

### **Planning Commission Recommendation:**

The motion was made by Mr. Rich Hollibaugh and seconded by Ms. Kathy Rojik to **RECOMMEND APPROVAL** of the Conditional Use Application for a used car dealership at 11 Oak Road, Gibsonia, with the conditions as presented by the staff with the modifications to conditions #1, #4, and #6, as follows:

- #1. Submit a plan showing the required parking striping to designate visitor, staff, ADA, and fire access lane(s) at the subject property. The parking plan comply with all Township applicable codes. The access aisles shall be minimum 25' wide. The plan shall be submitted to the Code Enforcement and Zoning Department for review and approval prior to striping being installed.
- #4. No outdoor storage shall be permitted except for the vehicle inventory.
- #6. The existing chain link fence between the subject property and Blackout Tinting business shall be kept in good shape until removed.

### ***Staff Recommendation:***

Staff recommends **Approval** of the Conditional Use Application for the use of Used Car Dealership with the following conditions

- ~~1. Submit a plan showing parking stripes at the subject property to the Department of Code Enforcement and Zoning for approval by the Township Engineer and Planning and Zoning Administrator. The parking striping must be completed prior to starting the business.~~
- 2. If proposed, submit a West Deer Township Sign Application to the Department of Code Enforcement and Zoning for review and approval prior to installing any sign on the subject property.
- 3. The inoperable vehicles, if any on the premises, shall be parked indoor or at location on the premises where they are not visible from the Oak Road.
- 4. No outdoor storage shall be permitted.
- 5. No clear cutting of the existing trees shall be permitted.
- ~~6. The existing chain link fence between the subject property and Blackout Tinting business shall be maintained all the times.~~
- 7. Submit a landscaping plan to the Department of Code Enforcement and Zoning for approval. The plan showing installation of minimum two trees of locally acceptable species in front of the bay door building, towards the side fronting Oak Road. The planting shall be of a minimum 2½ "caliper size at the time of planting. The selection

shall take into account the height and width at the time of maturity. The landscaping must be completed prior to starting the business.

8. If in the future, the present owner cease to operate the (if) approved business and leave the property vacant for 12 months or more then this Conditional Use Permit shall be null and void. The business and / or the property owner must inform the Department of Code Enforcement and Zoning in writing of such occurrence.
9. If in the future, this business is discontinued or vacated, all the signs on the premises shall be removed within thirty (30) days of the vacation or discontinuation of the business by the business owner and/or the property owner. Upon failure of the compliance the Township shall remove the sign at the subject property at the owner's expense.
10. The applicant must obtain an Occupancy Permit from the Department of Code Enforcement and Zoning prior to occupying the building.

**Thank you.**



**CONDITIONAL USE APPLICATION**

**TOWNSHIP OF WEST DEER  
ALLEGHENY COUNTY,  
PENNSYLVANIA**

Address of Property 11 OAK RD GIBSONA PA 15044

County Department of Real Estate Parcel Number(s) \_\_\_\_\_

Acreage of Property \_\_\_\_\_ Name of Development: \_\_\_\_\_

Present Use of Property VACANT - FORMER JEEP DEALER

Zoning Classification of Property \_\_\_\_\_

Proposed Use of the Property (As defined by the Zoning Ordinance of West Deer Township)

Small USED CAR DEALER

Name of Applicant JASON KELLY

Address of Applicant 113 OVERLOOK DR

Telephone No. 412 600 2707 E-mail Address JK@JKMOTORCARS.COM

Name of Landowner CDC LLC  
(If different than Applicant)

Address of Landowner \_\_\_\_\_

Telephone No. \_\_\_\_\_ E-mail Address SREOCO@cococompanies.com

**NOTE:** If the applicant is not the landowner, an option agreement or other evidence of authorization to act on behalf of the landowner must be submitted with the conditional use application.

This application must be accompanied by electronic copies of the completed application, plans, drawings, studies and project narrative as needed to establish compliance with the Zoning Ordinance of West Deer Township, along with seven (7) full-sized copies of a site plan and supporting data and reports which show the size, location and topography of the site, the use of adjacent land, the proposed function of all yards, open spaces, parking areas, driveways, storage areas and accessory structures and the location of all utilities. No application will be accepted as complete unless all of the necessary plans and all supporting documents are submitted, along with the filing fee.

TOWNSHIP OF WEST DEER CONDITIONAL USE APPLICATION  
Page 2 of 2

THE PERSON WHO HAS AUTHORITY TO REPRESENT APPLICANT/OWNER WITH WHOM  
PRIMARY CONTACT SHOULD BE MADE ON THIS PLAN:

Name JASON KELLY

Address 113 OVERLOOK DR DGH PA 15237

Telephone No. 412 600 2727 E-mail Address JK@JKMOTORCARS.COM

Has there been a previous application for a conditional use submitted for this property?  
☐ Yes ☒ No

If yes, give date when said previous conditional use was submitted and the results (granted or denied).

Does applicant consent to on-site observation by Township Officials and/or appointees?  
☒ Yes ☐ No

List any variance, modifications or waivers requested for the site:

NA

Verification

I, JASON KELLY, hereby depose and say that all above statements and the statements contained in the application and supporting materials submitted are true to the best of my knowledge and belief.

[Signature]  
Signature of Applicant

3-30-22  
Date

TOWNSHIP OFFICE USE ONLY

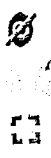
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Site Plan and Supporting Materials Submitted? ☒ Yes ☐ No

Application Fee Paid? ☒ Yes ☐ No (5-20-22)

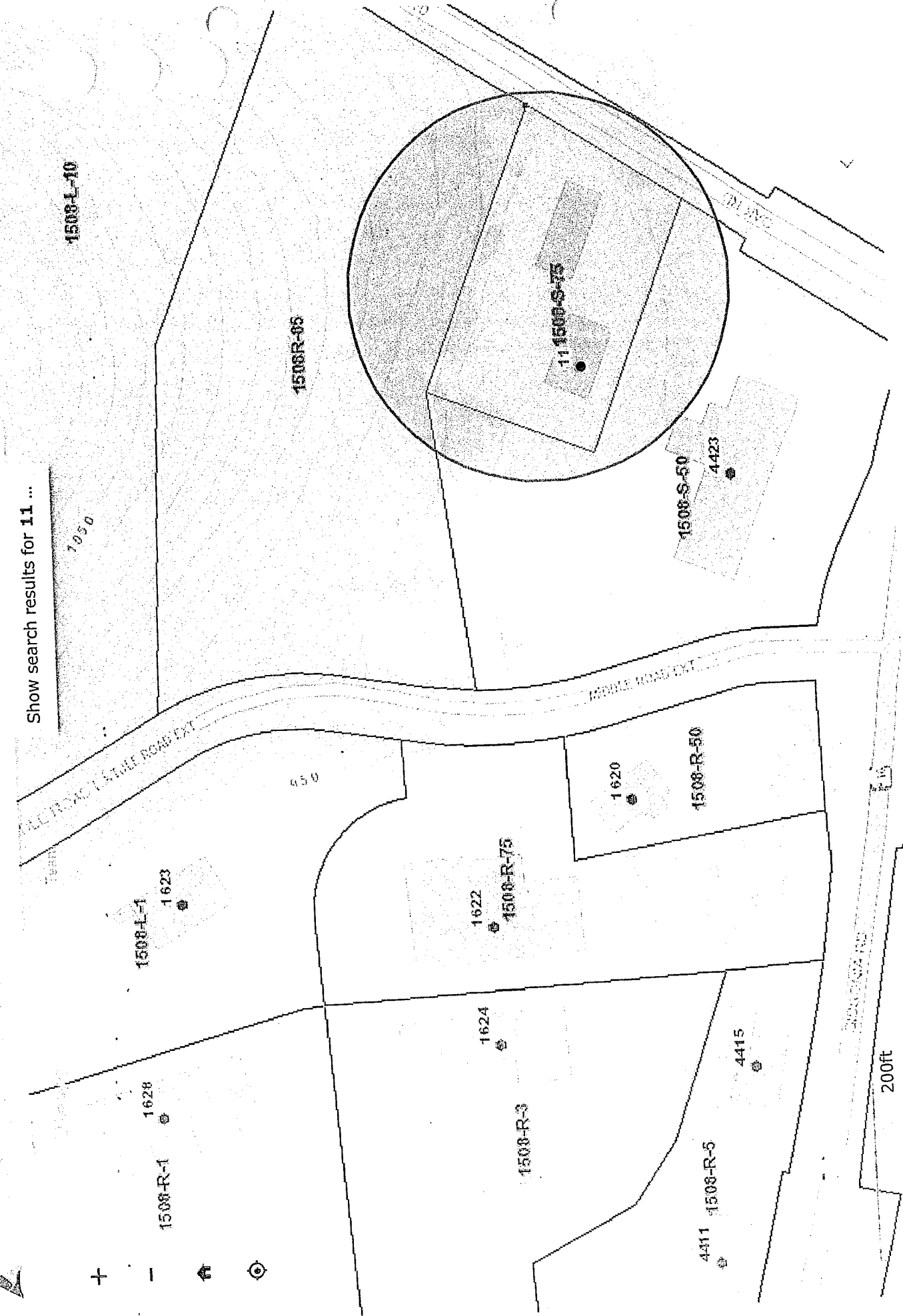
Date Application Fee Paid: 5-20-22 Check No. 1011,3234

Application # C-P-22-01



11 OAK RD, WEST DEER, PA X Q

Show search results for 11 ...





# Intitled Map

11 Oak Road  
CUP 22 -01

Legend

EarthSystems, LLC

Davison Run

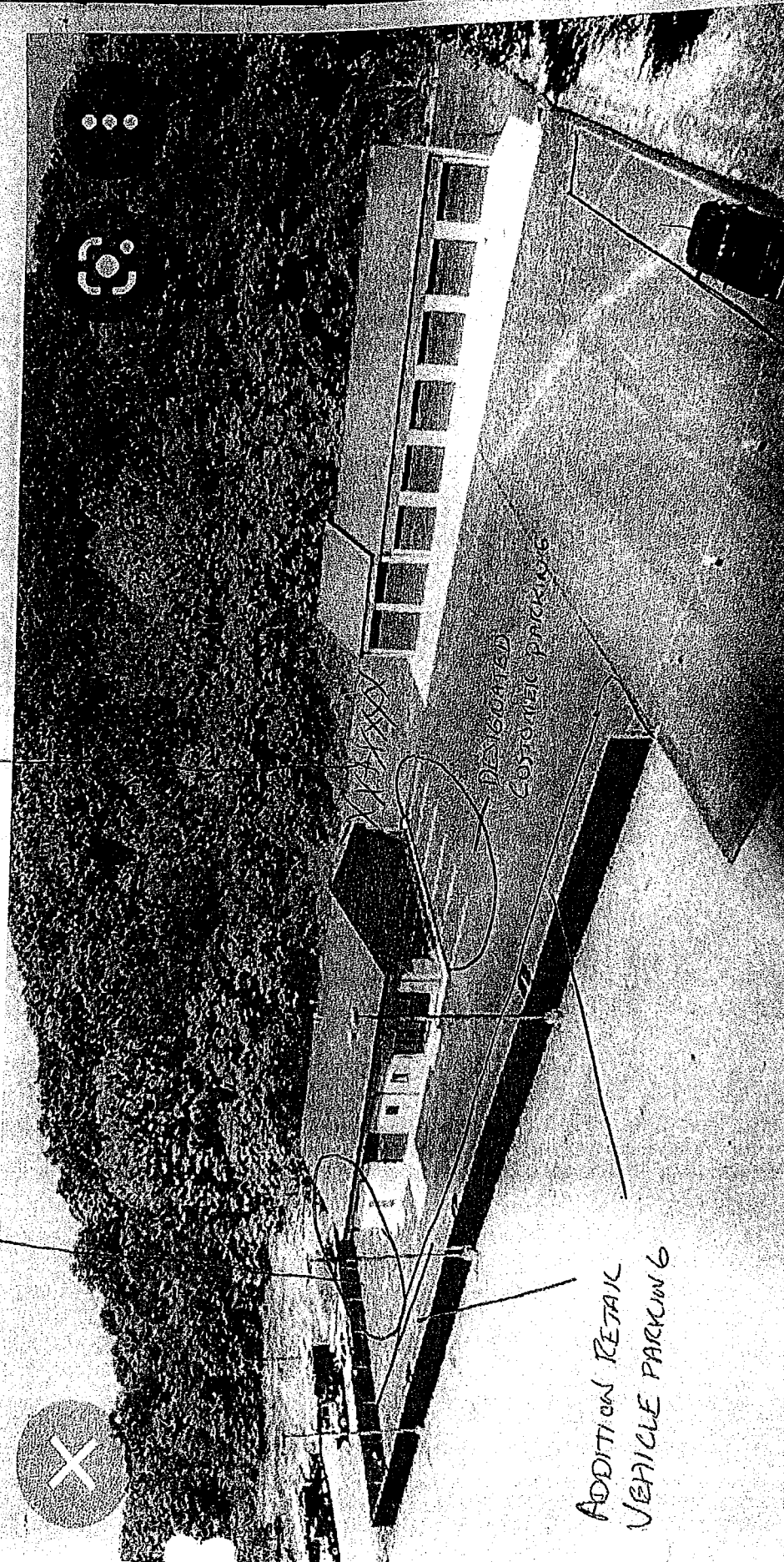
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400 ft



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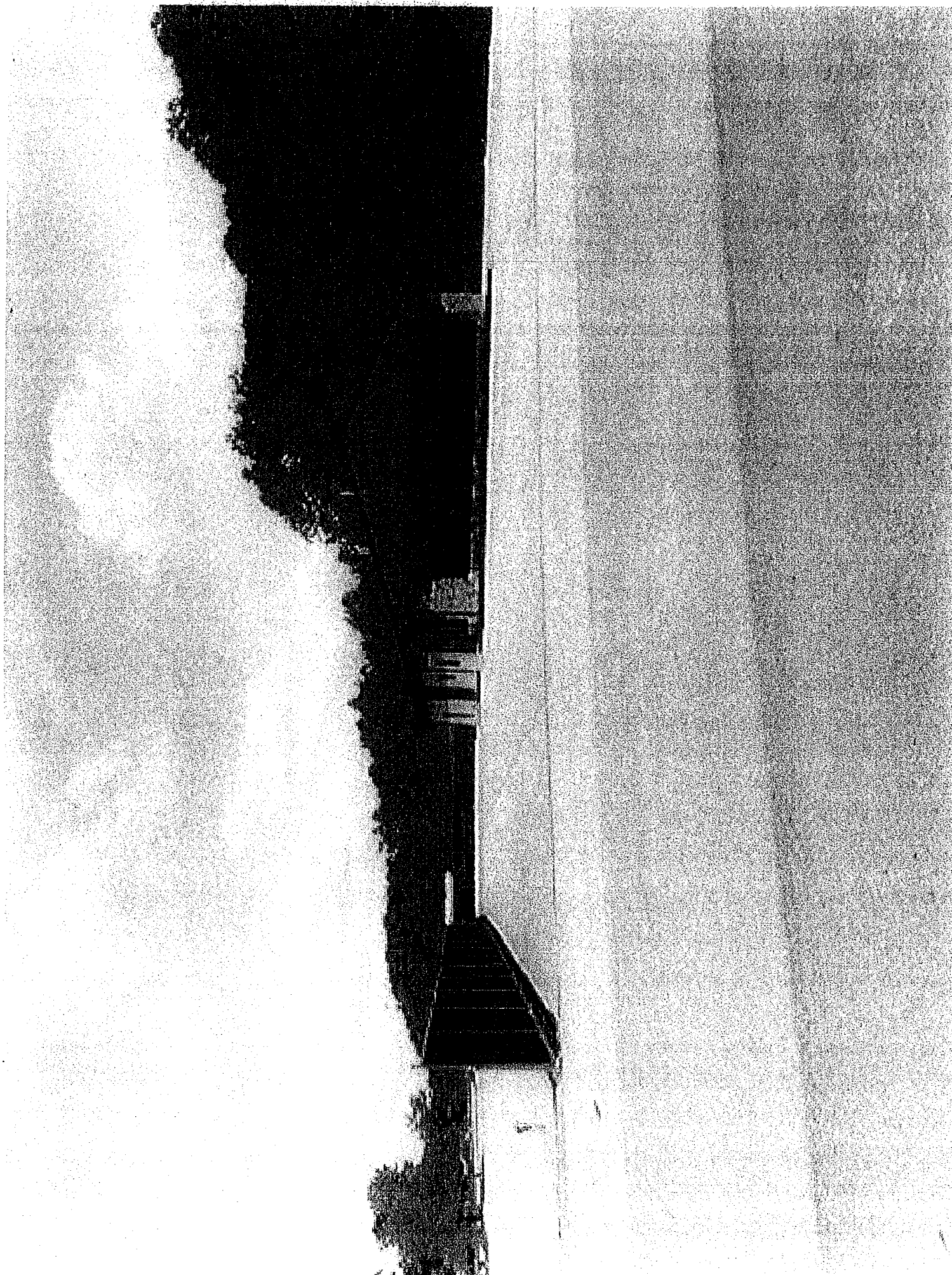
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Jk motor use

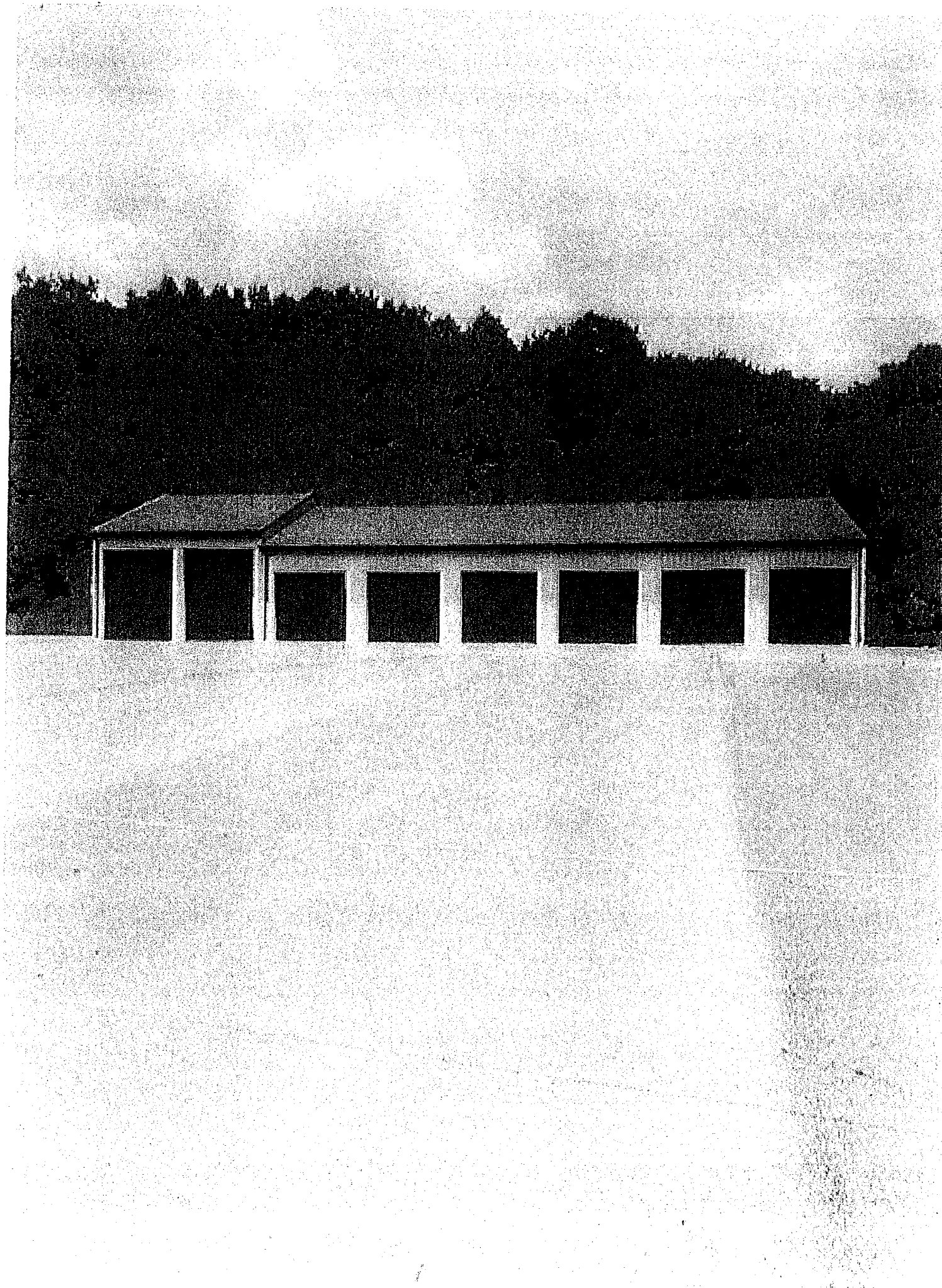


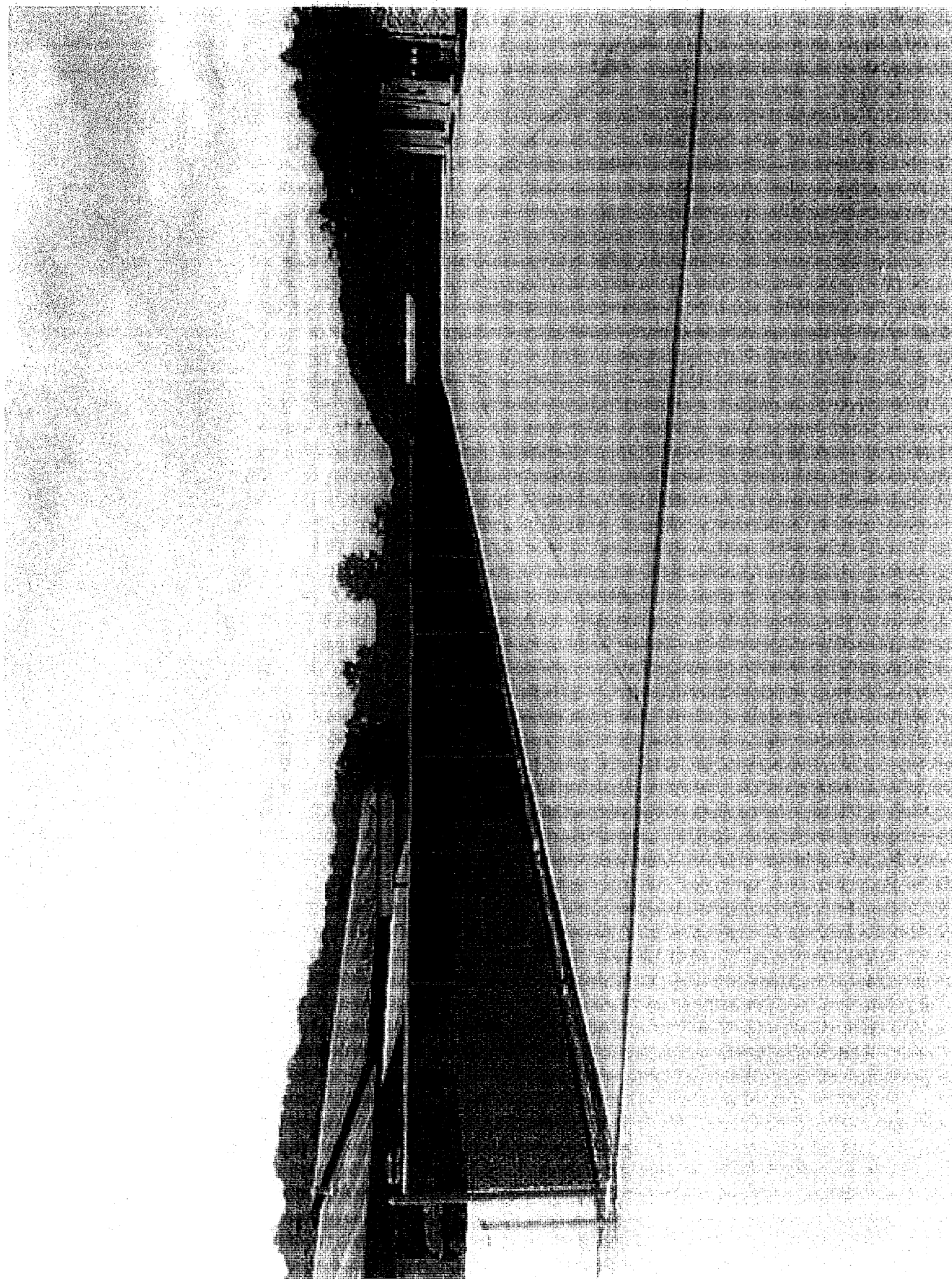
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ON SIZE





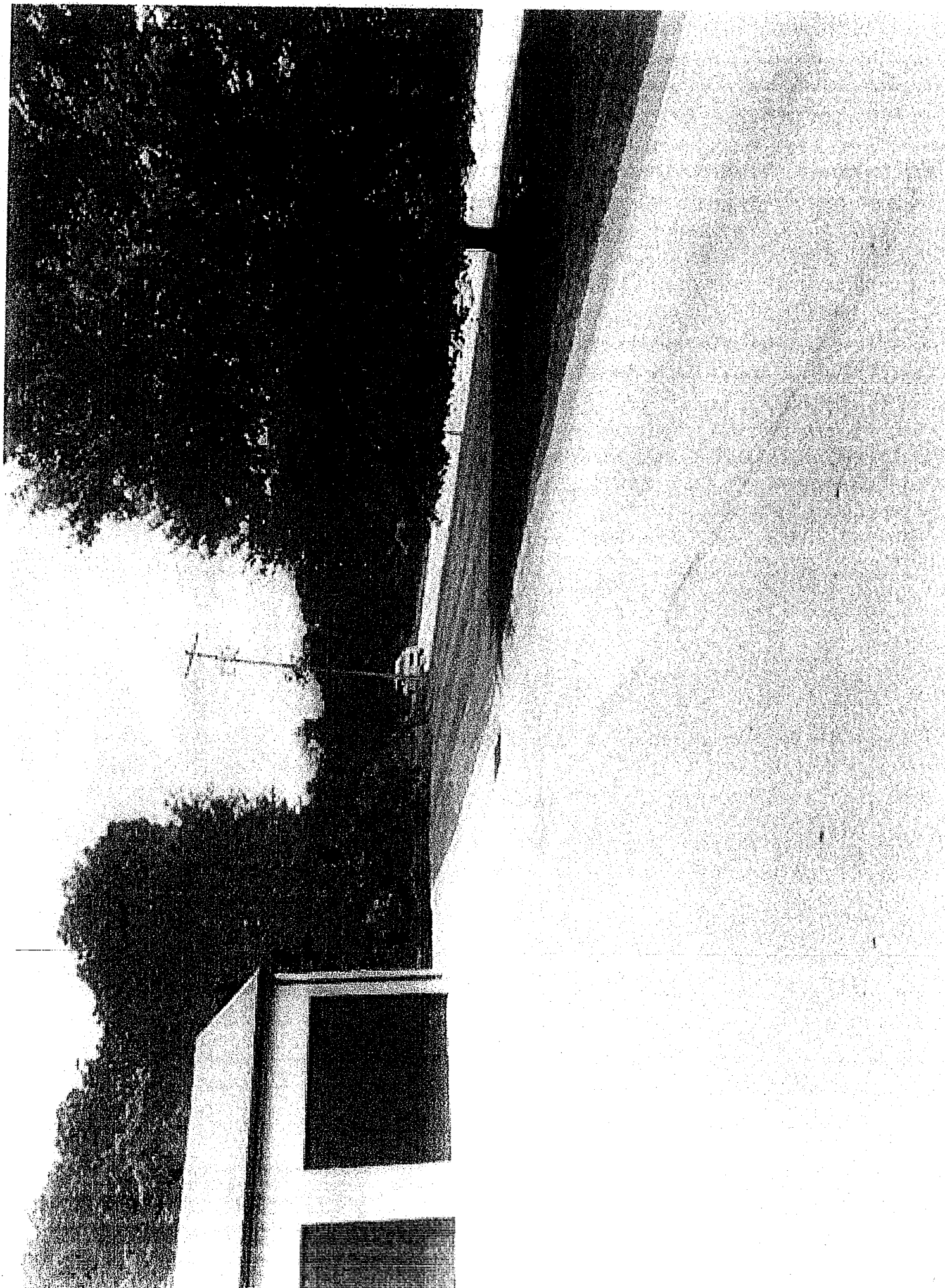




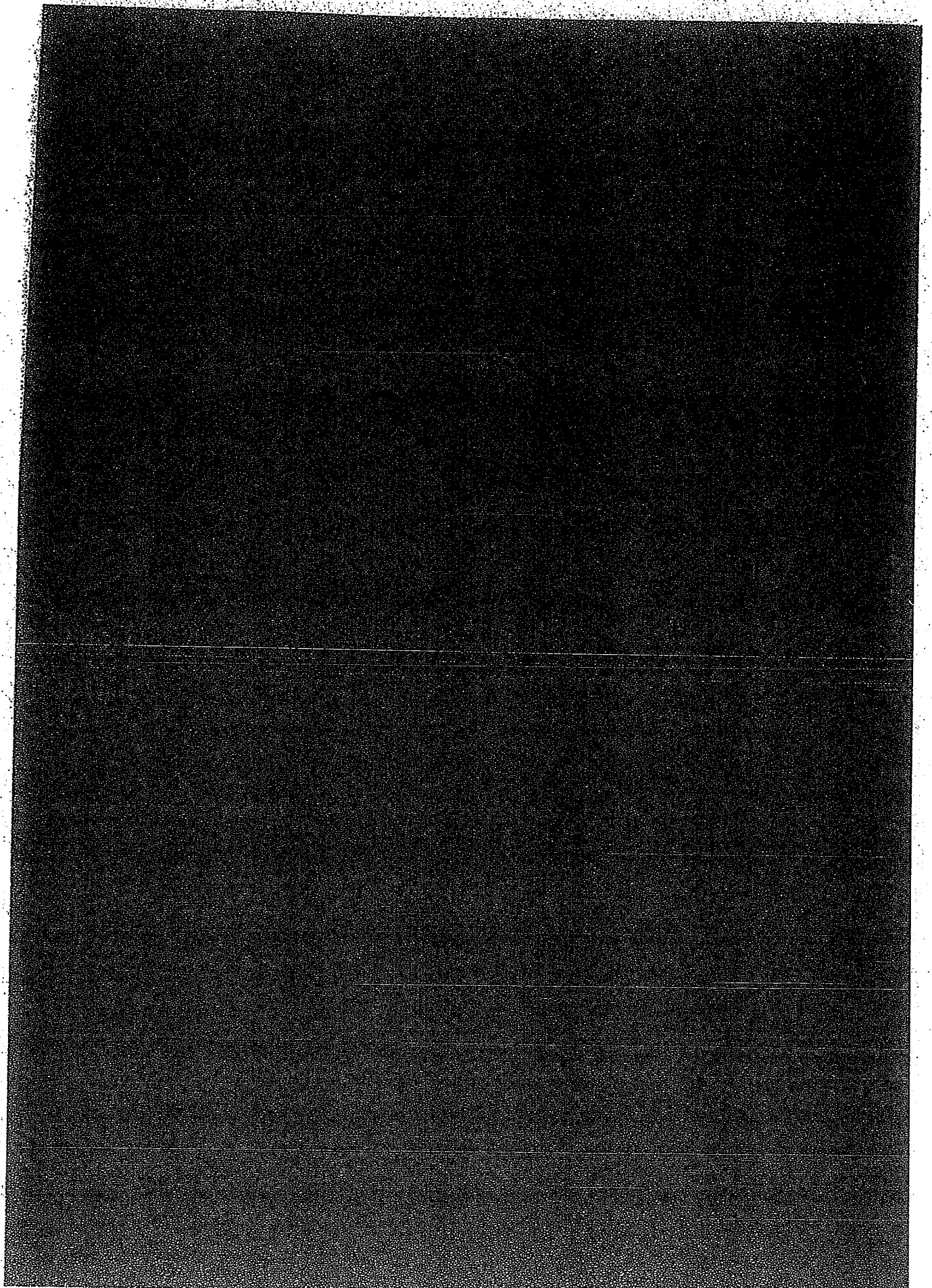












**AUTHORIZATION: DEER LAKES SCHOOL DISTRICT MEMORANDUM  
OF UNDERSTANDING**

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.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____



Model Memorandum of Understanding

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**Memorandum of Understanding  
Between**

West Deer Township Police Department

---

(Law Enforcement Authority)

and

Deer Lakes School District

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(School Entity)

July 1, 2022 through June 30, 2024

---

(Date)

**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 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.

- 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. § 1901 *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. §§ 13-1303-A and 13-1313-A, and any amendments thereto.
    - iii. Complete reports as required by section 13-303-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<sup>1</sup> – 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, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement 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.

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<sup>1</sup> Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

## **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 charged 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 any 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 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 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)(1)(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 the 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 of this subsection.
  - d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student 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 program, 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 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 assume 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 chief school administrator, or his designees, 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.
- 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. Witness

- 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.
- 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:

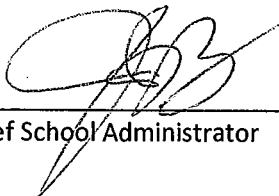
- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal 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 notify the chief school administrator and the office in writing.
- 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. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.
- C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.
- D. 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.

  
\_\_\_\_\_  
Chief School Administrator

Deer Lakes School District

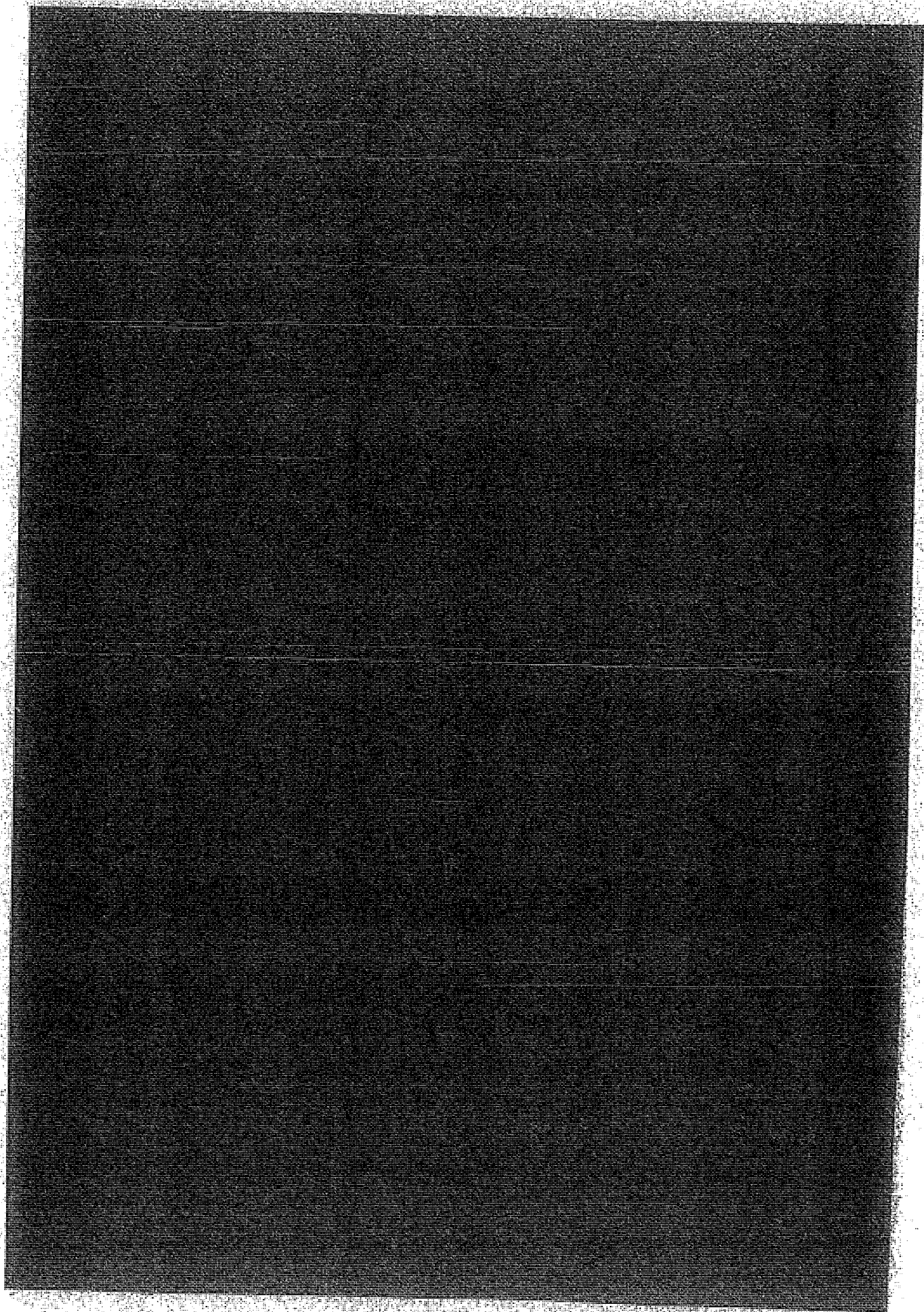
\_\_\_\_\_  
School Entity

\_\_\_\_\_  
Chief Law Enforcement Authority

West Deer Township Police Dept.

\_\_\_\_\_  
Law Enforcement Authority

Updated, February 1, 2019





**AUTHORIZATION: HIRING OF PART-TIME POLICE OFFICER**

THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LOPER RECOMMENDING THE HIRING OF ALEXANDER CHEREVKA FOR THE POSITION OF PART-TIME POLICE OFFICER.

A SATISFACTORY BACKGROUND CHECK WAS PERFORMED ON THE APPLICANT.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO HIRE ALEXANDER CHEREVKA AS A PART-TIME POLICE OFFICER OF WEST DEER TOWNSHIP, CONTINGENT UPON THE COMPLETION OF ALL THE NECESSARY STEPS TO OBTAIN CERTIFICATION FROM THE PA MUNICIPAL OFFICERS TRAINING COMMISSION.

	MOTION	SECOND	AYES	NAYES
DR. MANN	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

# ***West Deer Twp. Police***

## **MEMO**

**To:** Daniel Mator, Township Manager  
**From:** Robert J. Loper, Chief of Police  
**Subject:** Hiring of Part Time Police Officer  
**Date:** July 13, 2022

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Mr. Mator,

With the resignation of Part Time Officer Yarusso in October 2021, Part Time Officer Fallen in January 2022 and Part Time Officer Orler accepting full time employment with the Butler County Sheriff's Department effective August 29, 2022, I am asking to replace one of those positions this month. An interview was conducted on July 12, 2022.

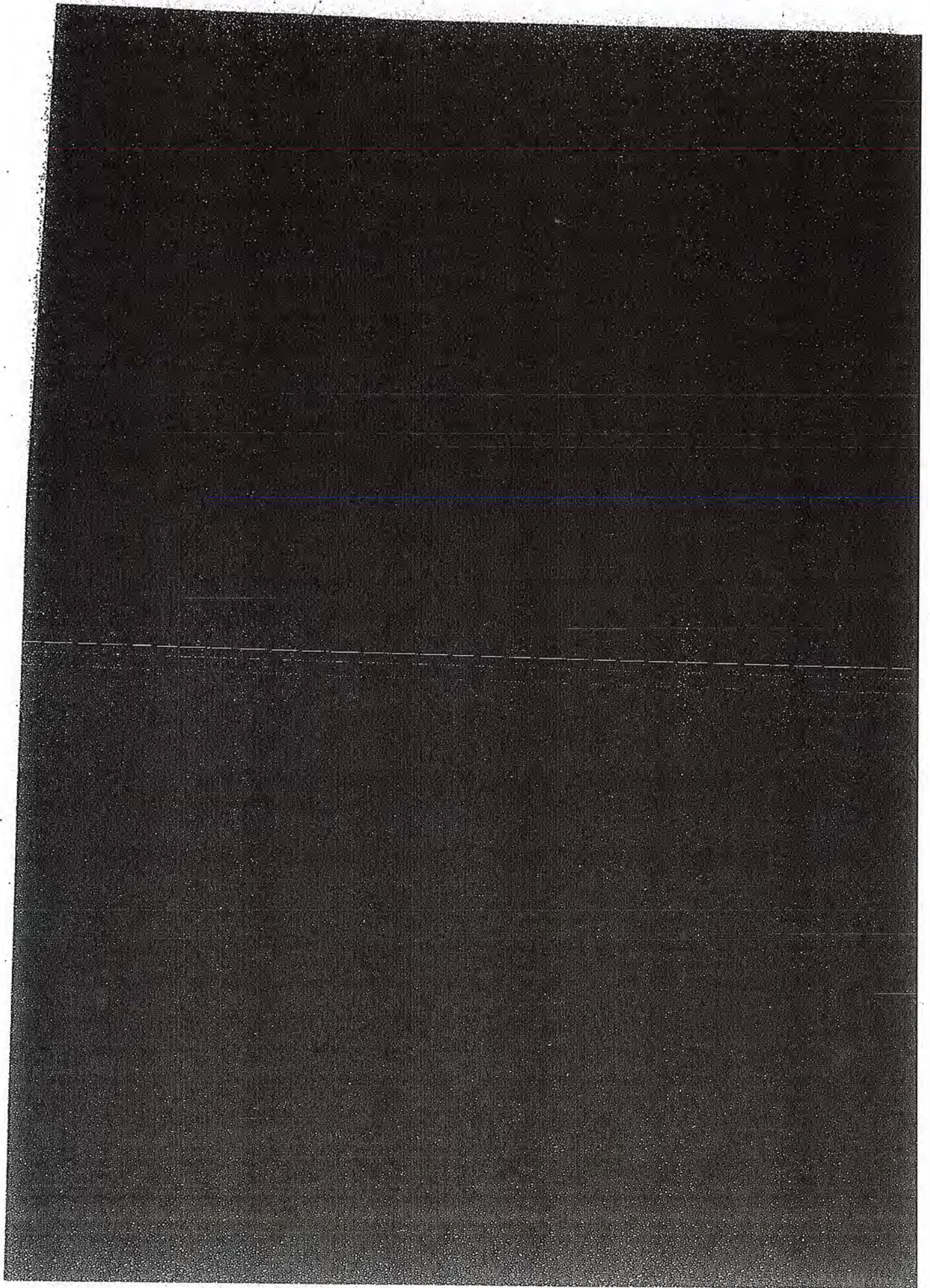
My recommendation to the Board of Supervisors is to hire Alexander Cherevka for the position of Part Time Police Officer.

Alex is a graduate of Knoch High School. He then attended Butler County Community College and earned an Associate of Arts degree in Criminology. Alex then attended LaRoche University and earned a Bachelor of Arts degree in Criminal Justice. On December 17, 2021, Alex graduated from the Pennsylvania State Police Academy and received Act 120 certification.

Alex obtained experience working as a Police Officer for Kiskiminetas Township Police Department and the Pennsylvania Fish & Boat Commission. Alex is currently certified through the PA Municipal Officers Training Commission and is able to start employment with West Deer Township pending approval from the West Deer Township Board of Supervisors.

A background check was performed on Mr. Alexander Cherevka 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 Alexander Cherevka as a part time officer with the West Deer Township Police Department.







**AWARD: EMS AIR CONDITIONER**

THE WEST DEER EMS FORWARDED THE ATTACHED PROPOSAL FROM SHIPECK HEATING & COOLING TO REMOVE THEIR FAILING AIR CONDITIONER, AND TO REPLACE IT WITH A NEW ONE.

CHIEF HUMES...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE BID TO REMOVE AND REPLACE THE EXISTING AIR CONDITIONER AT THE WEST DEER EMS BUILDING TO SHIPECK HEATING & COOLING IN THE AMOUNT OF \$3,900.00.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

# SHIPECK HEATING & COOLING

P.O. Box 381  
GIBSONIA, PENNSYLVANIA 15044

# PROPOSAL

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

(724) 265-3984  
FAX (724) 265-5302

JOB NAME / NO.

LOCATION

PHONE

DATE

To:

WEST DEER EMS

7-6-22

We hereby submit specifications and estimates for:

REMOVE EXISTING 2 1/2 TON  
13 SEER CONDENSING  
UNIT & REPLACE WITH  
A FUJITSU 14 SEER AC  
UNIT WITH NEW FILTER  
DRYER.

\$3900.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

Three thousand nine hundred 00 dollars (\$ 3,900.00)  
Payable as follows:  
ONE HALF TOTAL @ BEGINNING OF  
JOB and REMAINDER @ JOB COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **OLD BUSINESS**

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## **NEW BUSINESS**

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## ADJOURNMENT

I MOVE TO ADJOURN AT \_\_\_\_\_ P.M.

	MOTION	SECOND	AYES	NAYES
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____