



**BOARD OF  
SUPERVISORS  
MEETING**

**October 18, 2023**

**6:30pm: Executive Session**

**7:00pm: Regular Business Meeting**

Members present:	Mr. Frey	_____
	Mr. Harrison	_____
	Mrs. Hollibaugh	_____
	Mr. Smullin	_____
	Mrs. Jordan	_____

West Deer Township Board of Supervisors  
October 18, 2023

6:30pm: 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. Planning, Zoning, and Code Enforcement Report
12. West Deer #1 VFC Report
13. West Deer #2 VFC Report
14. West Deer #3 VFC Report
15. West Deer EMS Report
16. Acceptance: Wade Myers Retirement
17. Acceptance: Kevin Olar Retirement
18. Adoption: Resolution 2023-7 (Winter Maintenance Agreement – PennDOT)
19. Authorization: 189 McKrell Road Subdivision Plan
20. Authorization: Advertisement of Olympus/Hyperion Tyche Hearing
21. Authorization: Bon Tool Land Development
22. Discussion: Zoning Ordinance
23. Old Business
24. New Business
25. 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.



6

## ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE SEPTEMBER 20, 2023  
REGULAR BUSINESS MEETING.

DO I HAVE A MOTION TO ACCEPT THE MINUTES OF THE SEPTEMBER  
20, 2023 REGULAR BUSINESS MEETING?

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

West Deer Township  
Board of Supervisors  
20 September 2023  
7:00pm

The West Deer Township Board of Supervisors held their Regular Business Meeting at the West Deer Township Municipal Building. Members present were: Beverly Jordan, Chairperson; Shirley Hollibaugh, Vice-Chairperson; Vernon Frey; David Harrison; and James Smullin. Also present were: Daniel Mator, Township Manager; Joseph Shook, Assistant Township Manager; Gavin Robb, Township Solicitor; and Scott Shoup, Township Engineer.

### **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**

- Victoria Austin of Hemlock Street
  - Ms. Austin expressed her feeling that West Deer's local government was suffering from an ethical conflict which has eroded public confidence. She elaborated by speaking about members of the Board that she felt should have recused themselves from all gas well deliberations due to working for a gas company or previously having a gas lease.
  - Mrs. Jordan responded that posts being made to social media platforms about her in particular are not true. She explained she neither personally benefits from the gas wells, nor does she profit from Olympus or Hyperion's dealings. Mrs. Jordan added that while she works in the industry, it is akin to saying someone who works for a Marathon gas station pumping gas works in the industry. Mrs. Jordan advised that if anyone feels that she or any other member of the Board is being unethical to contact Mr. Mator for further direction on how to have the claim investigated.

### **ACCEPT MINUTES**

MOTION BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to accept the minutes of the 16 August 2023 regular business meeting as presented. Motion carried 4-yes, 0-no, 1-abstain. Member abstaining: Chairperson Jordan due to not attending the August meeting.

### **APPOINTED AUDITORS REPORT**

Township-appointed Auditor Mark Turnley was present and summarized the 2022 Annual Audit.

MONTHLY FINANCIAL REPORTTOWNSHIP OF WEST DEER  
FINANCE OFFICER'S REPORT31 August 2023**I - GENERAL FUND:**

	<u>August</u>	<u>YTD</u>	<u>% of Budget</u>
<b>Revenues</b>	521,322.61	5,918,461.01	63.13%
<b>Expenditures</b>	366,250.43	4,627,866.13	49.36%

**Cash and Cash Equivalents:**

Sweep Account

1,528,542.11**6,156,408.24****II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Restricted

104,551.91

**Fire Tax Fund:**

Restricted

69,930.91

**State/Liquid Fuels Fund:**

Restricted

229,763.00**404,245.82****Investments:****Operating Reserve Fund:**

Reserved

956,376.71

**Capital Reserve Fund:**

Reserved

1,000,082.36**1,956,459.07****III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:****Capital Reserve Fund**

Reserved

7,182,710.81**7,182,710.81****TOTAL CASH BALANCE 8/31/23****15,699,823.94****Interest Earned August 2023****42,259.69**

	<u>8/1/2023</u>	<u>August</u>	
	<u>Debt Balance</u>	<u>Principal</u>	<u>8/31/2023</u>
		<u>Payment</u>	<u>Debt Balance</u>
<b>Mars National - VFC #3</b>	\$53,991.04	\$2,607.94	
<b>NexTier Bank VFC #2</b>	\$362,632.62	\$2,680.96	\$361,089.08

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 Smullin to approve the Finance Officer's Report as submitted. Motion carried unanimously 5-0.

### **AUGUST LIST OF BILLS**

Amerikohl Aggregates Inc. ....	2188.07
Amerikohl Transport Inc. ....	1544.52
Bearcom .....	292.47
Cooper Sign.....	7420.00
Hei-Way, LLC.....	261.22
Jordan Tax Service, Inc. ....	14263.34
MRM Trust Workers Comp Fund. ....	24305.05
Office Depot.....	675.94
Roadsafe Traffic Systems.....	2320.00
Shoup Engineering Inc. ....	8801.25
Tucker/Arensberg Attorneys.. ....	5380.10

MOTION BY Supervisor Frey and SECONDED BY Supervisor Harrison 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 provided a summary report of Police Department activities for the month of August 2023. A copy of the report is on file at the Township Building.

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

Mr. Kevin Olar provided a summary report on the Public Works Department for the month of August 2023. A copy of the report is on file at the Township Building.

### **ENGINEER'S REPORT**

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

#### **Projects**

- Municipal Building Project
  - Supervision of site construction work occurring as needed.
- Bairdford Park
  - The main project has been awarded to Youngblood Paving. Various other projects have been awarded to COSTARS vendors. Youngblood paving is expected to have the work on the main parking lot improvements completed by 20 September 2023, with work on the sports courts to follow.
- Crest Street Bridge
  - Award of the project was made to Gary Metzinger Cement Contractor. Installation of the temporary bridge, demolition of the old bridge, and installation of foundation caissons have been completed. Construction of grade beams is on-going. The precast bridge deck beams are scheduled for delivery at the end of the month.

- 2023 Road Improvement Project
  - Shields Asphalt has completed the hot mix asphalt paving work. Youngblood paving has also completed the double bituminous seal coat work. Work on the cold mix asphalt work by Youngblood Paving is scheduled within the next month.

#### Development/Subdivision Review

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

- 189 McKrell road Plan
  - A review of this subdivision plan was performed and a review letter dated 7 August 2023 was sent to the Township.

Mr. Shoup reported the delivery of the precast bridge for the Crest Street Bridge Project was moved up from the end of the month to the next day. He also informed the Board that the Bairdford Park parking lot had been paved and line striped but there was an area between the main parking lot and Maple Avenue that had been temporarily paved. He added that area will be repaved as part of the project.

Mrs. Jordan asked if the sports courts have been started. Mr. Shoup responded that will be the next step after the paving has been completed.

#### **PLANNING, ZONING, AND CODE ENFORCEMENT REPORT**

The Board received the Planning, Zoning, and Code Enforcement Report for the month of August 2023. A copy of the report is on file at the Township Building.

#### **PARKS AND RECREATION BOARD REPORT**

The Board received the Parks and Recreation report for the month of August 2023. A copy of the report is on file at the Township Building.

Mrs. Jordan announced the West Deer Festival was coming up that weekend and asked Mrs. Stark for the timeline.

Mrs. Stark responded that the 5K begins Saturday at 10:00am, and the festival starts at noon and is until 9:00pm. She added that Sunday was noon until 7:00pm.

#### **WEST DEER #1 VFC REPORT**

The Board received the West Deer #1 VFC's Report for the month of August 2023. 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 August 2023. 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 August 2023. 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 August 2023. A copy of the report is on file at the Township Building.

Mrs. Jordan announced the EMS was finally in receipt of their new ambulance after a wait of 2 years to receive it.

### **APPOINTMENT: PLANNING COMMISSION MEMBER**

The Board was in receipt of an email from Katharine Rojik stating that she has resigned from the Planning Commission effective 21 July 2023.

Ms. Rojik's term expires 31 December 2024, so there is a vacancy to fill her unexpired term.

The Board received three letters of interest from Will Hilinski, Daniel Maltese, and William Payne.

Mr. Hilinski and Mr. Maltese were present, and the Board asked them to make a presentation regarding their interest.

Mr. Hilinski went first and spoke on his background, employment, and his reason for applying to be a Planning Commission member. Mrs. Jordan asked if he had any experience with Planning Zoning Ordinances. Mr. Hilinski replied that he did not, but that he had a similar background that he felt would benefit the Township.

Mr. Maltese then addressed the Board and mentioned that he applied for the position because Planning Commission Secretary Bob Bechtold encouraged him to do so. He said that after exploring the position, he decided he wanted to give back to the community. Mr. Maltese then explained how he was the Vice President of an environmental engineering firm that worked with municipal planning projects extensively, and expanded on how his experience would relate to the Planning Commission. He addressed a concern raised in the community of his firm being involved in oil and gas well studies by stating that his company has many clients, treats each objectively and impartially, and that he would definitely recuse himself from voting on any application for which his firm has ties.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to appoint William Payne as a member of the Planning Commission to fill the unexpired term of Katharine Rojik, which expires 31 December 2024. A roll call vote was taken. Members voting yes: Mr. Frey and Mr. Smullin. Members voting no: Mrs. Hollibaugh, Mr. Harrison, and Mrs. Jordan. Motion failed (2-yes, 3-no).

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Harrison to appoint Daniel Maltese as a member of the Planning Commission to fill the unexpired term of Katharine Rojik, which expires 31 December 2024.

Motion carried unanimously 5-0.

### **APPROVAL: 2024 ROAD PROGRAM LIST**

The Board was in receipt of the Township Engineer's recommended road list for the 2024 Road Improvement Project.

Mr. Shoup outlined what was being recommended and advised the Board of the process moving forward.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the Township Engineer's recommended road list for 2024 Road Improvement Project. Motion carried unanimously 5-0.

**APPROVAL/DENIAL: CONDITIONAL USE APPLICATION – HYPERION INTERCONNECT**

Mr. Robb reported the Board had heard three evenings of a conditional use hearing, and that after the hearing closed, the Board deliberated the proposed findings, evidence, and testimony submitted. He added the deadline to act on this condition use application was that evening with a motion to approve/deny the findings and decision.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the findings and decision of the Board of Supervisors approving the application for conditional use filed by Hyperion Midstream for the Deer Creek Interconnect & Associated Pipeline. Motion carried 4-yes, 0-no, 1-abstain. Member abstaining: Supervisor Harrison.

**APPROVAL/DENIAL: LAND DEVELOPMENT APPLICATION – HYPERION INTERCONNECT**

Mrs. Jordan asked Mr. Shoup if he had any additional comments. Mr. Shoup responded that any concerns would have been included in the conditions of approval.

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the land development application frilled by Hyperion Midstream for the Deer Creek Interconnect & Associated Pipeline. Motion carried 4-yes, 0-no, 1-abstain. Member abstaining: Supervisor Harrison.

**AUTHORIZATION: 2024 BUDGET ADVERTISEMENTS AND BUDGET WORKSHOPS**

The Board was in receipt of the budget schedule and draft advertisements.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to authorize the advertisements for the 2024 Budget as dictated by – and in compliance with – the Township Charter. Motion carried unanimously 5-0.

**DISCUSSION: VFC #3 FINANCES**

Chief Wiegand opened by stating he was not given any information as to what was to be discussed at the meeting. Mrs. Jordan replied that she was not in attendance at the prior month's meeting, so she asked Mr. Mator for direction.

Mr. Mator replied that at the last meeting Chief Wiegand was asked to provide a formal letter stating the dollar amount VFC #3 was requesting and the reason(s) for the request, as well as a copy of the Fire Company's financials (monthly and YTD).

In response, Chief Wiegand reported recently sending an email to the Board regarding their expenses for the remainder of the year. Mrs. Jordan, however, alluded that there was nothing formally requested, and asked the Chief for the dollar amount that the Fire Department was requesting.

Chief Wiegand stated he did not add it up, but that there was roughly \$5,500 before utilities, fuel, the unknown cost for the tires on the engine, and ball valve repairs to the fire engine. He added that he also had an invoice for \$4,700 to repair the generator for the fire engine.

Mrs. Jordan again requested a specific dollar amount that was needed, and Chief Wiegand responded that he was asking for any consideration the Township was willing to give.



Mrs. Jordan asked if VFC #3 had used all the Fire Tax allocation for the year. Chief Wiegand answered that as of June they had used 91% of the Township funding. Mrs. Jordan then questioned how there was funding to upgrade the new building when they do not have the funds for the basic needs of the department. She added that the Township responsibility was public safety, and that those needs – like tires and hoses – have to come first. She cited that she saw VFC #3 had \$11,000 of Township funding in June, but that the aforementioned financial reports showed a payout of \$44,000 for building upgrades during that time, and asked Chief Wiegand for an explanation.

Chief Wiegand expressed he understood her concerns, voiced that the plan presented to the Board last year was still the same, and that the \$44,000 came from the sale of the old building. He added they are currently under budget for the new building renovations, and explained that without selling their old building, they would not have had the funds to begin with.

Mrs. Jordan stated that the Township had to focus on public safety, and said that taxpayers want to see bills being paid first before making large purchases. She then restated that the other two fire companies are not out of money.

Chief Wiegand emphasized that the amount of service VFC #3 provides to the Township is not comparable to the other companies and, for that reason, they expend a lot more in fuel. He reported that they respond to 1,000 calls a year compared to the other companies going on 200 calls annually.

Mrs. Jordan stated she took fuel out of the equation because she realized that his department takes on more calls. She added that she felt there was “more to it” than just fuel, because – as an example – the utilities have more than tripled.

Mrs. Jordan then asked Mr. Mator to display the presentation given to the Board by VFC #3 and Chief Wiegand in 2021 that listed all the projected funding sources for the Company’s new building. He did so, and the list showed no additional contributions from the Township. Chief Wiegand concurred that no additional Township contributions toward the new building were shown at that time.

Mr. Mator asked why funds were not set aside from the sale of the old building to help cover costs until the end of the year if the Chief had foreseen financial trouble on the horizon. Chief Wiegand answered that their plan has always been for the proceeds from the sale to be disbursed for the new building project and to pay down the other loans. Chief Wiegand took the view that discussing the sale of the old building was taken out of context because if they had not sold the building then they would not have had that money to use.

Mr. Harrison referred to the profit and loss statement that Chief Wiegand had emailed to Board. He asked what the debt relief loan was, and also requested an explanation of the \$450,555 shown as an expense for the new building.

Chief Wiegand answered that the debt relief loan was actually the Annual State Fire Commissioners Grant for \$20,000 which was used to pay down their current debt and added that the \$400,000 was a reduction of debt.

Mr. Harrison asked if the \$400,000 paid down the loan for the new building. Chief Wiegand replied that it paid off the bridge loan from the purchase of the new building, and – going back to Mr. Harrison’s second question – added the \$450,000 reflected the renovation expenses for the year.

Mr. Harrison asked how much is still owed on the new building. Chief Wiegand answered \$1.2 million.

Chief Wiegand then gave a detailed description of the process of purchasing the building and the sale of the old building. As an example, he explained that they applied for an Allegheny County GEDTF Grant for \$500,000, but only received \$250,000.

Mrs. Jordan asked how much their mortgage payment was. Chief Wiegand replied \$6,600 a month.

Chief Wiegand mentioned that for the past several years, the department would table items that they would need/want till the end of the year to see if they would have the funding to cover the expenses. Chief Wiegand pointed out that insurance, utilities, and fuel came first.

Mr. Mator stated that Mr. Frey had asked a very important question at the Board's previous meeting: How can the department be at 91% expenditures halfway through the year? Mr. Mator added that during his tenure that had never happened with any fire company, and asked Chief Wiegand what made this year different.

Chief Wiegand answered that this year the Township did not cover the insurance expense of \$14,000, but Mrs. Jordan pointed out that the other fire departments had that expense as well.

Mr. Mator reported an angry resident contacted him about the Fire Tax referendum earlier that day, and specifically asked if the tax was being raised to pay for VFC #3's new building. He explained that – right or wrong – that is what people are asking. Mr. Mator said the building was unfortunately “the elephant in the room,” and brought up that the financials emailed by the Chief showed a year-to-date loss of \$104,000. He explained, however, that when he removed all the new building expenses paid and revenues gained, VFC #3's ledger would show a positive balance of \$77,800 instead. Mr. Mator stated that this is a sticking point for the Board, and asked Chief Wiegand to address it.

Chief Wiegand responded that his department came to the Township with a plan to purchase a new building with no money down, but that he reported to the Board for several years that the cost of their fire protection operation was increasing to \$180,000. He added that did not include fundraising or building expenses.

Mrs. Jordan brought up that there was an untrue statement being circulated on social media that the Township did not offer to build VFC #3 a new building. She outlined that the Board had contracted with AIMS Consulting to explore a plan for a new municipal building and a fire house for VFC #3. Mrs. Jordan pointed out that if they had gone with the plan of putting the municipal complex in the Krigger building, then the Fire Company would have had a free building for fire protection. She explained this building would not have had a banquet hall or a bunk room, but would have given the department the opportunity to put all their fundraising money toward capital purchases like trucks.

Chief Wiegand disagreed with Mrs. Jordan's contention, and Mrs. Jordan asked if a free building wouldn't have been a good idea. Chief Wiegand stated that it would not have been free because he was told the department would have to pay rent to recoup the tax payer's money. Mrs. Jordan replied that it would have been a \$1.00 per month. Mr. Mator clarified that such leases are normally offered for a \$1.00 per year.

Chief Wiegand voiced that he did not feel the offer was sincere. He mentioned asking how much the building would cost – and received no answer – so he said the only solution to address their station needs at that time was to purchase the building. He added that a bunk room is part of the fire station for duty personal. Mrs. Jordan pointed out that the other two fire companies function without a bunk room.

Mr. Mator mentioned a 2021 article in the Tribune Review that upset Chief Wiegand because it stated that the Board was in support of VFC #3 purchasing the new building, but that they did not know how it was going to work financially. Chief Wiegand stated the article did upset him, because if they had not purchased the building they would still be paying 70% of the fire protection.

On a related note, Mr. Mator acknowledged that the Board felt VFC #3 did outgrow their old space, and that everyone gave them kudos for maximizing what they had. Chief Wiegand voiced that he still to this day feels that he did the best thing for the department since there were no other buildings/properties available that were not in a floodplain.

Mr. Harrison mentioned that since he was new to the Board, he had a question about what the AIMS Feasibility Study concluded in regard to the Krigger Building and whether it was a good fit for VFC #3. Mr. Mator replied that AIMS concluded that the building was not feasible for a fire company. He read aloud the concerns that AIMS reported.

Chief Wiegand stated that he never got a chance to talk to AIMS to explain what their plans were for the building so he does not feel that it is an accurate report.

Mr. Mator brought up that Chief Wiegand assured the Board at the special meeting in 2021 that VFC #3 could handle paying for the new building, and said that was why the Board unanimously agreed. Chief Wiegand agreed and stated they are not at the point that they are filing bankruptcy. He commented that the discussion was to be about the

operational costs of all three fire departments not just VFC #3's financial situation. Chief Wiegand added that all departments are requesting more funding because fundraising will not be enough in the future.

Mr. Tracy Adamik, President of VFC #1, was present and responded that his station is in the same situation as VFC #3 and explained that they have been cutting costs by asking for free services. He commented that the departments need to catch up financially.

Mrs. Jordan explained that the Board fully understood their predicament, and this understanding was the reason the Board approved the Fire Tax increase to go to the voters. She stated, however, that she did not understand why VFC #1 would be requesting more funding if their needs were already met and did not have the building costs like VFC #3. Mr. Adamik responded that they do have building costs, but they try to have their building mended for free because they do not have the funding to pay for it.

Mr. Adamik voiced that when he was on the Board that everyone worked together and that there was never bitterness like he currently saw. Mrs. Jordan questioned why the need for an increase to the Fire Tax never came up during Mr. Adamik's two terms, and Mr. Adamik replied that he couldn't remember exactly when, but the companies has asked for additional funding a few years prior.

Mrs. Jordan stated that – during those few years – the Township asked for fire company financials from all three departments to explore what needed done, and some of the fire companies would not supply them. She explained that was what prompted the decision to go with a third-party, independent fire study.

Mr. Adamik asked why a fire study did not happen five years ago, then, and Chief Wiegand and Mr. Adamik asked what in the Fire Study was different from what the fire companies had said in the past. To expand on the question, Chief Wiegand asked what was the "a-ha" moment that led to the Board to send the Fire Tax to referendum.

Mr. Mator responded to both questions by stating that the difference between then and now was that the fire companies had given the financials to the Fire Study consultant, and the Township was then able to finally see the financial picture of all three companies. He explained that up to that point all the Board had to work from were the companies' federal 990 filings, which often showed great surpluses – and only twice in nearly twenty filings showed small losses (once each for VFC #2 and VFC #3). In Mr. Mator's words, the fire companies were telling the Board they needed money, but the federal filings were showing they did not. He said that the "a-ha" moment was what he stated to all three companies during a joint meeting this past summer: The companies have enough to survive, but would not have enough to pay for future capital purchases like vehicles. Furthermore, Mr. Mator stated that the companies never answered a simple question of "how much do you need?" until the aforementioned summer meeting.

Mr. Mator therefore stated that there was a better understanding from both parties, and that the current Board of Supervisors has taken action to help the companies moving forward.

Chief Wiegand spoke on the funding needed for the fire departments to stay viable and brought up the Fire Study results. He added that with the size of the Township all three stations were needed whether they are all under one department – an option proposed in the Fire Study – or kept separate. Mrs. Jordan agreed and emphasized that was why the Board placed the Fire Tax on referendum. She echoed Mr. Mator by saying that for years it has been said that something should have been done to give the fire companies an increase, and now this Board is doing exactly what they said they would do and sent the tax to referendum.

Mr. Adamik questioned what the Board planned to do if the referendum did not pass. Mrs. Jordan replied it will have to be talked about if the proposition fails. Mr. Mator said it will be a challenge because the voters – who are the "bosses of the Board of Supervisors" – would essentially be telling the Board they disagree with additional funding for the companies. Chief Wiegand clarified that would not mean the residents do not want fire protection. Mr. Mator agreed and asked if this referendum does not pass would the fire service even be viable in ten years or more. Mr. Adamik responded that they would not, Chief Wiegand responded that they would have to severely cut fire services and their purchasing, and Mr. Mator agreed with them both, stating how important a unified, clear, and informative approach to the referendum is.

### **DISCUSSION: ZONING ORDINANCE**

Mr. Robb reported that after last month, the Board did an internal review and provided additional comments to the draft ordinance. He added that if everyone was comfortable with the changes, then the ordinance and associated map could be placed on the Township website for the public to view and to provide comments. Mr. Robb mentioned that the ordinance was viewed/approved by the Planning Commission, and that the Boards' directive last month of Mr. Harrison's recommendation to eliminate the minimum lot size on the short term rental properties was added.

Mrs. Jordan asked Mr. Shoup if he had reviewed this ordinance extensively because he has the knowledge of the main things handled within the Township. Mr. Shoup stated he had.

More discussion was held.

Mr. Frey requested to have another month to review the ordinance.

The Board agreed.

### **OLD BUSINESS**

- None

### **NEW BUSINESS**

- Mrs. Jordan asked Mr. Mator to provide an update on the Blight Program.
  - Mr. Mator announced that the Township was awarded a Blight Grant to fund a program to help keep properties from becoming blighted. He reported a meeting between Mrs. Jordan, Mr. Shook, Mrs. Moyta, Mr. Thomas, Ms. Winnie Branton of Branton Strategies, and himself to discuss the program. Mr. Mator stated that Ms. Branton took a tour of the Township with Mr. Thomas. He added that – at no cost to the Township – she would be providing the Township with a report addressing actions the Board could take to improve the quality of the lives of the Township residents.

### **ADJOURNMENT**

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to adjourn at 8:43 p.m. Motion carried unanimously 5-0. Meeting adjourned.

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Daniel J. Mator Jr., Township Manager

7A

## MONTHLY FINANCIAL REPORT

### A) FINANCE OFFICER'S REPORT

ATTACHED IS THE FINANCE OFFICER'S REPORT.

ARE THERE ANY QUESTIONS ON THE MONTHLY FINANCIAL REPORT?

DO I HAVE A MOTION TO APPROVE THE FINANCE OFFICER'S REPORT  
AS SUBMITTED?

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

**FINANCE OFFICER'S REPORT**  
**September 30, 2023**

**I - GENERAL FUND:**

	<b><u>September</u></b>	<b><u>YTD</u></b>	<b><u>% of Budget</u></b>
<b>Revenues</b>	592,367.41	6,510,828.42	69.45%
<b>Expenditures</b>	1,121,733.75	5,749,243.08	61.32%

**Cash and Cash Equivalents:**

Sweep Account

1,047,130.74

**6,796,373.82**

**II - SPECIAL REVENUE FUNDS**

**Cash and Cash Equivalents:**

**Street Light Fund:**

Restricted

99,285.94

**Fire Tax Fund:**

Restricted

56,772.01

**State/Liquid Fuels Fund:**

Restricted

230,735.26

**386,793.21**

**Investments:**

**Operating Reserve Fund:**

Reserved

958,994.43

**Capital Reserve Fund:**

Reserved

1,004,288.94

**1,963,283.37**

**III - CAPITAL PROJECT FUNDS:**

**Cash and Cash Equivalents:**

**Capital Project Fund**

Reserved

6,764,781.11

**6,764,781.11**

**TOTAL CASH BALANCE 9/30/23**

**15,911,231.51**

**Interest Earned September 2023      39,888.89**

	<b><u>9/1/2023</u></b>	<b><u>September</u></b>	<b><u>9/30/2023</u></b>
	<b><u>Debt Balance</u></b>	<b><u>Principal</u></b>	<b><u>Debt Balance</u></b>
		<b><u>Payment</u></b>	
<b>Mars National - VFC #3</b>	53,991.04	\$ 2,607.94	
<b>NexTier Bank VFC #2</b>	361,122.33	\$ 2,680.96	359,606.70

## INTEREST EARNED - 2023

	<u>SEPTEMBER</u>	<u>YTD</u>
GENERAL FUND	\$2,485.77	\$7,776.48
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.51	\$4.17
OPERATING RESERVE	\$2,617.72	\$7,255.49
CAPITAL PROJECT FUND	\$29,591.05	\$81,007.30
STATE FUND	\$972.26	\$11,124.22
CAPITAL RESERVE	<u>\$4,221.58</u>	<u>\$35,811.91</u>
<b>TOTAL INTEREST EARNED</b>	<b><u>\$39,888.89</u></b>	<b><u>\$142,979.57</u></b>



**7B**

B) LIST OF BILLS

DO I HAVE A MOTION TO PAY THE LIST OF BILLS AS SUBMITTED, AND  
ALL APPROVED REIMBURSABLE ITEMS IN COMPLIANCE WITH  
GENERALLY ACCEPTED ACCOUNTING PRACTICES?

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

# ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:55 am  
Date: 10/11/2023  
Page: 1

By Name  
Cutoff as of: 12/31/9999

Due Dates: 10/15/2023 thru 10/15/2023

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: AIR-VAC INC		8725.00				8725.00		
Name: AMERIKOHL AGGREGATES INC		5293.08				5293.08		
Name: AMERIKOHL TRANSPORT INC		4885.92				4885.92		
Name: BEARCOM		292.47				292.47		
Name: HEI-WAY, LLC		1540.77				1540.77		
Name: JORDAN TAX SERVICE, INC.		1030.35				1030.35		
Name: KRESS TIRE		30.00				30.00		
Name: NORTHEAST PAVING		6316.59				6316.59		
Name: OFFICE DEPOT		347.35				347.35		
Name: SHOUP ENGINEERING INC.		7996.00				7996.00		
Name: TRISTANI BROTHERS, INC.		1253.67				1253.67		
Name: TUCKER/ARENSBERG ATTORNEYS		7397.08				7397.08		
FINAL TOTALS:		45108.28				45108.28		

# ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:54 am  
Date: 10/11/2023  
Page: 1

By Name  
Cutoff as of: 12/31/9999

Due Dates: 10/15/2023 thru 10/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00026	AIR-VAC INC	430.372	44742	4525.00	10/15/2023	09/29/2023		4525.00		N
	Road:Polyflex Ii for tar kettl0923		09/26/2023							
00026	AIR-VAC INC	430.372	44829	4200.00	10/15/2023	10/10/2023		4200.00		N
	Road:Polyflex II for tar kettl1023		10/06/2023							
	Name: AIR-VAC INC			8725.00				8725.00		
00337	AMERIKOHL AGGREGATES	430.611	67851	1181.57	10/15/2023	09/26/2023		1181.57		N
	Road: Limestone	0923	09/25/2023							
00337	AMERIKOHL AGGREGATES	430.611	67852	1463.80	10/15/2023	09/26/2023		1463.80		N
	Road: Limestone	0923	09/25/2023							
00337	AMERIKOHL AGGREGATES	430.611	67998	2647.71	10/15/2023	10/03/2023		2647.71		N
	Road: Limestone	0923	09/30/2023							
	Name: AMERIKOHL AGGREGATES INC			5293.08				5293.08		
00338	AMERIKOHL TRANSPORT	430.611	44051	1090.68	10/15/2023	09/26/2023		1090.68		N
	Road: Delivery of Limestone	0923	09/25/2023							
00338	AMERIKOHL TRANSPORT	430.611	44052	1351.20	10/15/2023	09/26/2023		1351.20		N
	Road: Delivery of Limestone	0923	09/25/2023							
00338	AMERIKOHL TRANSPORT	430.611	44126	2444.04	10/15/2023	10/03/2023		2444.04		N
	Road: Delivery of Limestone	0923	09/30/2023							
	Name: AMERIKOHL TRANSPORT INC			4885.92				4885.92		
00674	BEARCOM	410.328	5624204	235.00	10/15/2023	10/03/2023		235.00		N
	POL: Radio Equip Maint	1023	10/02/2023							
00674	BEARCOM	430.327	5624231	57.47	10/15/2023	10/03/2023		57.47		N
	Road: Radio Equip Maint	1023	10/02/2023							
	Name: BEARCOM			292.47				292.47		
00005	HEI-WAY, LLC	430.372	10334830	445.41	10/15/2023	09/25/2023		445.41		N
	Road: Cold Patch	0923	09/19/2023							
00005	HEI-WAY, LLC	430.372	10334964	370.14	10/15/2023	09/29/2023		370.14		N
	Road: Cold Patch	0923	09/27/2023							
00005	HEI-WAY, LLC	430.372	10334977	725.22	10/15/2023	10/02/2023		725.22		N
	Road: Cold Patch	0923	09/28/2023							

# ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:54 am  
Date: 10/11/2023  
Page: 2

By Name  
Cutoff as of: 12/31/9999

Due Dates: 10/15/2023 thru 10/15/2023

Vendor Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: HEI-WAY, LLC			1540.77				1540.77		
00106 JORDAN TAX SERVICE, 403.140 Delinquent R E Tax Commission 0923		9-C-#106 09/18/2023	1030.35				1030.35		N
Name: JORDAN TAX SERVICE, INC.			1030.35				1030.35		
00362 KRESS TIRE Road: Repair flat tire	430.374 0923	10678-49 09/29/2023	30.00				30.00		N
Name: KRESS TIRE			30.00				30.00		
00207 NORTHEAST PAVING Road: Asphalt	430.372 0923	68005242-627023 09/12/2023	1310.45				1310.45		N
00207 NORTHEAST PAVING Road: Asphalt	430.372 0923	68005293-627023 09/13/2023	683.55				683.55		N
00207 NORTHEAST PAVING Road: Asphalt	430.372 0923	68005340-627023 09/14/2023	1367.10				1367.10		N
00207 NORTHEAST PAVING Road: Asphalt	430.372 0923	68005378-627023 09/15/2023	1968.31				1968.31		N
00207 NORTHEAST PAVING Road: Asphalt	430.372 0923	68005422-627023 09/18/2023	987.18				987.18		N
Name: NORTHEAST PAVING			6316.59				6316.59		
00657 OFFICE DEPOT Office Supplies	406.210 0923	329124524001 09/08/2023	79.08				79.08		N
00657 OFFICE DEPOT Cleaning Supplies	409.226 0923	329124524001 09/08/2023	36.78				36.78		N
00657 OFFICE DEPOT Office supplies	406.210 0923	330608680001 09/01/2023	11.49				11.49		N
00657 OFFICE DEPOT Office supplies	406.210 0923	330983652001 09/14/2023	67.09				67.09		N
00657 OFFICE DEPOT Cleaning Supplies	409.226 0923	330983652001 09/14/2023	11.52				11.52		N
00657 OFFICE DEPOT Office supplies	406.210 0923	331570273001 09/07/2023	27.99				27.99		N

By Name  
Cutoff as of: 12/31/9999

Due Dates: 10/15/2023 thru 10/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00657	OFFICE DEPOT Cleaning Supplies	409.226 0923	331570273001 09/07/2023	37.88 10/15/2023	09/18/2023			37.88	N	
00657	OFFICE DEPOT Office Supplies	406.210 0923	331572067001 09/07/2023	75.52 10/15/2023	09/18/2023			75.52	N	
Name: OFFICE DEPOT				347.35				347.35		
00830	SHOUP ENGINEERING IN Municipal Bldg:9/1-9/29/23 Ser0923	409.740 0923	23-319 09/30/2023	471.00 10/15/2023	10/03/2023			471.00	N	
00830	SHOUP ENGINEERING IN Crest St Bridge-9/1-9/29/23 Se0923	408.316 0923	23-320 09/30/2023	4668.50 10/15/2023	10/03/2023			4668.50	N	
00830	SHOUP ENGINEERING IN Eng:Tyché well Pad	408.319 0923	23-328 09/30/2023	856.00 10/15/2023	10/03/2023			856.00	N	
00830	SHOUP ENGINEERING IN Eng: Ridgewood Heights	408.319 0923	23-329 09/30/2023	80.25 10/15/2023	10/03/2023			80.25	N	
00830	SHOUP ENGINEERING IN Eng: Bon Tool	408.319 0923	23-330 09/30/2023	533.75 10/15/2023	10/03/2023			533.75	N	
00830	SHOUP ENGINEERING IN Eng: Miscellaneous	408.313 0923	23-331 09/30/2023	961.75 10/15/2023	10/03/2023			961.75	N	
00830	SHOUP ENGINEERING IN Eng:189 Mckrell Road Plan	408.319 0923	23-332 09/30/2023	80.25 10/15/2023	10/03/2023			80.25	N	
00830	SHOUP ENGINEERING IN Eng:Hyperion Midstream	408.319 0923	23-333 09/30/2023	80.25 10/15/2023	10/03/2023			80.25	N	
00830	SHOUP ENGINEERING IN Eng: Clendenning Holdings	408.319 0923	23-334 09/30/2023	133.75 10/15/2023	10/03/2023			133.75	N	
00830	SHOUP ENGINEERING IN Eng: Leto Compressor Station	408.319 0923	23-335 09/30/2023	130.50 10/15/2023	10/03/2023			130.50	N	
Name: SHOUP ENGINEERING INC.				7996.00				7996.00		
00067	TRISTANI BROTHERS, I Road:F550;repair oil cooler/oil0923	430.374 0923	230923 09/30/2023	1253.67 10/15/2023	10/06/2023			1253.67	N	
Name: TRISTANI BROTHERS, INC.				1253.67				1253.67		
00813	TUCKER/ARENSBERG ATT Legal Services:Retainer	404.111 0923	658920 09/30/2023	500.00 10/15/2023	10/06/2023			500.00	N	

By Name  
Cutoff as of: 12/31/9999

Due Dates: 10/15/2023 thru 10/15/2023

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv:Oakwood Heights Lan0923	404.111 0923	658921 09/30/2023	31.00 10/15/2023		10/06/2023		31.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv: General 0923	404.111 0923	658922 09/30/2023	2100.58 10/15/2023		10/06/2023		2100.58		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv: 2023 Litigation 0923	404.111 0923	658923 09/30/2023	358.00 10/15/2023		10/06/2023		358.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv:Deer Creek Intercon0923	404.111 0923	658924 09/30/2023	2046.00 10/15/2023		10/06/2023		2046.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv:Leto Compressor Sta0923	404.111 0923	658925 09/30/2023	883.50 10/15/2023		10/06/2023		883.50		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv:Leto well pad/appea0923	404.111 0923	658926 09/30/2023	1354.00 10/15/2023		10/06/2023		1354.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Serv: TYCHE well pad 0923	404.111 0923	658927 09/30/2023	124.00 10/15/2023		10/06/2023		124.00		N
Name:	TUCKER/ARENSBERG ATTORNEYS			7397.08				7397.08		

FINAL TOTALS:

45108.28

45108.28

8



## **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: October 10, 2023

Attached is the Officer's Monthly Report for September 2023.

JB

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

**OFFICER'S MONTHLY REPORT**  
**September 2023**

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
EVENT REPORTS	281	1386	1667
INCIDENT REPORTS- REPORTABLE	17	2,378	2395
ALL OTHER CALLS	394	3,700	4094
<b>TOTALS CALLS FOR SERVICE</b>	692	7,464	8156
 <u>ARRESTS</u>			
ADULT	3	61	64
JUVENILE	0	1	1
TRAFFIC CITATIONS	47	282	329
NON TRAFFIC CITATIONS	3	40	43
PARKING CITATIONS	0	30	30
WARNINGS	49	612	661
 <u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	2	2
 <u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	9,153	91,878	101,031
GALLONS OF GASOLINE USED	695.1	6,874.20	7569.3
REPAIRS/MAINTENANCE	177.29	11,175.43	11,352.72
 <u>OVERTIME PAID</u>			
COURT (OFF DUTY)	14	267.50	281.5
PRELIMINARY HEARINGS	6	32.50	38.5
PRETRIAL	0	0.00	0
INVESTIGATIONS	0	23.00	23
ARRESTS	3	29.50	32.5
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	8	88.00	96
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	79	123.00	202
<b>TOTAL HOURS</b>	110	563.50	673.5

**OFFICER'S MONTHLY REPORT**  
**September 2023**

<b>QUARTERLY REPORT</b>	<b>2022 YEAR TO DATE</b>	<b>2023 YEAR TO DATE</b>
REPORTABLE CALLS FOR SERVICE	460	1667
CALLS FOR SERVICE/FIELD CONTACTS	3,567	2395
ALL OTHER CALLS	4,016	4094
<b>TOTAL CALLS FOR SERVICE</b>	<b>8,043</b>	<b>8156</b>
 <b><u>ARRESTS</u></b>		
ADULT	58	64
JUVENILE	5	1
TRAFFIC CITATIONS	434	329
NON TRAFFIC CITATIONS	34	43
PARKING CITATIONS	30	30
WARNINGS	494	661
 <b><u>PERSONNEL</u></b>		
GRIEVANCES FILED BY POLICE OFFICERS	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0
LETTERS COMMENDING POLICE OFFICERS	0	2
 <b><u>VEHICLE REPORTS</u></b>		
TOTAL MILES TRAVELED	88,465	101,031
GALLONS OF GASOLINE USED	7,069.40	7569.3
REPAIRS/MAINTENANCE	13,881.49	11,352.72
 <b><u>OVERTIME</u></b>		
COURT (OFF DUTY)	196.5	281.5
PRELIMINARY HEARINGS	26.5	38.5
PRETRIAL	0	0
INVESTIGATIONS	15.5	23
ARRESTS	27.5	32.5
SPEED CHECKS	0	0
PRIVATE CONTRACTS	0	0
MISC. HOURS - FILLED SHIFTS	64	96
MISC. HOURS - ADMIN HOURS	0	0
ALL OTHER MISC. HOURS	128.5	202
<b>TOTAL HOURS</b>	<b>458.5</b>	<b>673.5</b>

## Points of Interest

September 2023

Budget Figure YTD -72.23 %

### Chief Robert Loper

- September 21 & 22- Assisted with set up for the West Deer Festival.
- September 23 & 24- Organized security details and was on hand for the West Deer Festival.
- September 29- Met with Hampton Chief Vulakovich.

### K9 Officer Trevor Elza

- September 5- K9 Training on tracking and narcotics detection in buildings, cars, and article search.
- September 12- K9 Training on narcotics search in buildings and cars, article searches, and bite work.
- September 17 thru 20- Training on decoy work for taking dog bites and reading the K9.
- September 23- K9 visited the West Deer Festival.
- September 26- K9 Training on narcotics detection on commercial vehicles and searching large box trailers. Training on bite work involving commercial vehicle stops. Training on K9 agility and acclimation to various environments.

### Sergeant Petosky & Officer Fedunok

- September 11 thru 15- Officer Fedunok attended Advanced SWAT training.
- September 15- Training held at Hampton Township Community Center and Range. Operators worked on various weaponry drills.
- September 29- Training held at Pine Community Park. Operators working on hostage scenarios.

### EMA- Sergeant Shurina

- See attached report.

### Deer Lakes School District

- September 1- Officers Fedunok, Elza, Vulakovich, and Brand provided general security for the High School football game.
- September 15- Deer Lakes Homecoming parade and football game. Sergeants Mikus and Shurina, and Officers Wikert, Evan, Trocki, Fedunok, Vulakovich, Lindner, and Fuesting assisted with traffic control, road closure, and general security.
- September 16- Officers Vulakovich and Kadlick assisted with general security at the High School Homecoming dance.

### Misc. Details

- September 7- Sergeant Burk performed a car seat installation for a resident.
- September 10- Officer Dobransky performed a Click it or Ticket traffic detail.
- September 11- Administrative Assistant Borczyk sent letters to DL School administration regarding 2023 Toy Program.
- September 12- Officer Wikert performed a Click it or Ticket traffic detail.
- September 14- Sergeant Petosky performed a Click it or Ticket traffic detail.
- September 19- Sergeant Shurina, Officer Evan, and Administrative Assistant Borczyk attended an online RMS training.
- September 20- Officer Dobransky performed a Click it or Ticket traffic detail.
- September 21- Officer Kadlick performed a Click it or Ticket traffic detail.
- September 21- Sergeant Mikus and Officer Trocki participated in a DUI Roving Checkpoint in Hampton, Shaler, and Richland.
- September 23- West Deer Festival 5K Run/ Walk was held- Sergeant Petosky coordinated. The donation to ADAGIO Health was \$5,463.60.
- September 23 & 24- West Deer Festival: Sergeants Mikus, Burk, and Shurina, and Officers Vulakovich, Lindner, Evan, Gizienski, and Trocki were on hand in shifts for general security and parking assistance.
- September 30- Sergeant Mikus provided general security for Deer Lakes Youth Soccer night Under the Lights.

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



**EMA Team**  
Robert Loper  
Joshua Wiegand  
Mark Lovey  
Aaron Skrbn

John Krauland  
Donald Gerlach  
Gary Borsuk

## **EMERGENCY MANAGEMENT**

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### Monthly Report **SEPTEMBER 2023**

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

---

**INCIDENT:**                    **EMA Quarterly Training/Meeting**

**DATE:**                        September 12, 2023

**MICS INFO:**                Mike Shurina, along with other EMA team members, attended an Allegheny County EMA Quarterly Training/Meeting online session as required by Allegheny County EMA.

**Submitted by:**

A handwritten signature in black ink, appearing to read "Sgt. Michael J. Shurina", written over a horizontal line.

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

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## **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?

2023  
**MONTHLY REPORT FOR SEPTEMBER**  
**PUBLIC WORKS DEPARTMENT**

**ROADS**

- Prepare base repair areas on Logan & Monier Roads for asphalt.
- Asphalt base repair areas with 70 ton of asphalt.
- Install speed limit signs on Russellton-Creighton Road, Middle Road & Hemphill Road.
- Replace stop signs on Crest, Poma & Roy Streets.
- Cold patch around catch basin on Saxonburg Boulevard & Poplar Street.
- Remove tree on Middle Road Ext.
- Clean out catch basin on Shepard, Clendenning, Donaldson & Glasgow Roads
- Repair alley on Aspen Lane.
- Patch various roads & alleys.
- Trim tree on Bairdford Road & Maple Avenue..

**TRUCKS & EQUIPMENT**

- Change oil in pickup.
- Repair pump shaft on sweepster attachment.
- Clean & grease road widmer attachment.
- Dropoff & pickup spare truck at Tristani's for leaking transmission lines.
- Wash & grease trucks.

**MISCELLANEOUS**

- Remove trees at K-9 Training Area for fence repair.
- Haul top soil to park for islands in new parking lot.
- Patch holes on hill and sweep roads at park for Festival.
- Changed outlets at park, install new toilet paper dispenser at park.
- Set up for Festival.
- Tear down & clean up after Festival.
- Set up & tear down St. Victors Activities Center for gas well public hearings.
- Haul picnic tables & extra garbage cans to Moscala for Soccer Under the Lights Event.
- Fritz & Dave attended Spotted Lantern Fly Seminar.
- Check Senior Citizens Center roof for leaks.
- Mow weeds on various roads.
- Cut grass.
- Clean bathrooms at park & Nike Site.

**PA1 Calls**

76

**OT**

141 hrs

  
Kevin Olar

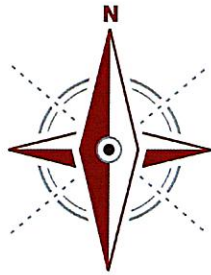
10-13-23  
Date

10

## **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

## 2023 ENGINEER'S REPORT

### WEST DEER TOWNSHIP

Prepared October 10, 2023

VIA EMAIL

#### 1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – September 20, 2023

Planning Commission Meeting – September 28, 2023

#### 2. PROJECTS/DEVELOPMENTS

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

##### Projects:

- Municipal Building Project – Supervision of site construction work occurs as needed.
- Bairdford Park – The main project has been awarded to Youngblood Paving. Various other projects have been awarded to COSTARS vendors. Work on the project by Youngblood Paving continues. The parking lot improvements have been substantially completed. Work on the sports courts is on-going and is expected to be completed soon.
- Crest Street Bridge – Award of the project was made to Gary Metzinger Cement Contractor. Installation of the temporary bridge, demolition of the old bridge, installation of foundation caissons, installation of grade beams, and installation of the bridge deck have been completed. The project is expected to be finished soon.
- 2023 Road Improvement Project – Shields Asphalt has completed the hot mix asphalt paving work. Youngblood Paving has also completed the double bituminous seal coat work. Work on the cold mix asphalt work by Youngblood Paving is scheduled this month.

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

- 189 McKrell Road Plan – Reviews of this subdivision plan were performed and review letters dated August 7, 2023 September 13, 2023 and October 5, 2023 were sent to the Township.
- Tyche Well Pad – review of this land development plan and conditional use application were performed and review letters dated September 22, 2023 and October 10, 2023 were sent to the Township.
- Bon Tool Company – Reviews of this land development plan were performed and review letters dated September 20, 2023 and October 9, 2023 were sent to the Township.

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

Scott A. Shoup, P.E.  
Township Engineer

1

1

**PLANNING, ZONING, AND CODE ENFORCEMENT REPORT**

ATTACHED IS THE PLANNING, ZONING, AND CODE ENFORCEMENT REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?



Zoning and Planning Report  
For BOS Meeting of September 20, 2023  
September 2023 Reporting

1. Issued 12 Occupancy Permits.
2. Issued 14 Building Permits.
3. Code Enforcement issued 6 Violations.
4. Code Enforcement issued 2 Citations.
5. Code Enforcement had 4 Court Visits.
6. PCS Performed issued ~12 Building Inspections.
7. See October Project Status Report.
8. Planning Commission Meeting was held in September 2023.
9. Zoning Hearing Board was held in September 2023.



12

**WEST DEER #1 VFC REPORT**

ATTACHED IS THE WEST DEER #1 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

## West Deer VFD #1 September 2023 report

Responded to 18 emergency calls

Had 4 new mobile radios installed in  
Engine 1 & 2

Breathing air yearly maintenance on cascade system

Had drivers training on 9/12

Had rope training on 9/26

Had 3 hall rentals this month

Fall festival profit loss of -\$620.00

13

**WEST DEER #2 VFC REPORT**

ATTACHED IS THE WEST DEER #2 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

# West Deer Township Volunteer Fire Department No. 2

## Station 289

2163 Saxonburg Blvd.,  
Cheswick, PA 15024  
Phone: 724-265-1248  
Fax: 724-265-1391  
Email: westdeer289@gmail.com

## Fire Chief's Report

October 2023

- Total documented calls for the month
  - (20) Total
  - (19) In West Deer
  - (1) In Indiana Twp
- Type
  - (2) Possible Residential Fires
  - (1) Commercial Fire
  - (4) Commercial Fire alarm
  - (4) Residential Fire alarm
  - (3) MVAs
  - (1) Elevator Rescue
  - (1) Smoke Investigation
  - (2) Gas Leak
  - (1) Traffic Control
  - (1) Co Alarm
- Scheduled events for the month
  - 10/3&10/7 Advanced Ropes Training Class At Bairdford Park
  - 10/10 Hazmat Refresher Class
  - 10/12 Monthly Business Meeting
  - 10/17 Visit Keystone For Inspection of Fire Engine Refurb
  - 10/24 Training TBD
- Misc.
  - Applying for gas well grant for rope rescue equipment
  - All ground ladders were tested by NHTS (1 Ladder Failed) cost to replace 950.00
  - Working on getting all radios programmed to match new county radios
  - Looking into replacing 2004 Brush Truck with a approximate cost of 205,000.00
  - Purchased new batteries for 22 portable radios
  - Working on updating all run cards / dispatch assignments

Anthony Creaturo Sr.  
Fire Chief

**14**

### **WEST DEER #3 VFC REPORT**

THE BOARD DID NOT RECEIVE A REPORT FROM WEST DEER #3 VFC.



15

## **WEST DEER EMS REPORT**

ATTACHED IS THE WEST DEER EMS REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

# West Deer EMS

September 2023

- 165 Totals requests for service.
- The new ambulance has been inspected by the Department of Health and has been placed in the truck rotation. It has been working very well. It ran its first call on September 20<sup>th</sup>.
- The second new ambulance is on track for a deliver in Aprill of 2024.
- Income for July was \$47,756 with expenses totaling \$54,050.
- Subscription second mailing was sent in September. Response is slowing. The return on subscriptions right now is about 30%.
- We are working on adding additional crews during peak hours due to increased call volume. Now that we have 3 ambulances this makes it possible for rotation and still keeps us prepared for unscheduled maintenance.
- Talks have continued between the township and EMS. I think everyone involved is on the same page and will be pleased with the outcome we are working towards.

16

**ACCEPTANCE: WADE MYERS RETIREMENT**

ON SEPTEMBER 27<sup>TH</sup>, PUBLIC WORKS EMPLOYEE WADE MYERS SUBMITTED HIS FORMAL NOTICE OF RETIREMENT EFFECTIVE JANUARY 3, 2024.

DO I HAVE A MOTION TO ACCEPT THE NOTICE OF RETIREMENT OF WADE MYERS EFFECTIVE JANUARY 3, 2024.

	MOTION	SECOND	AYES	NAYS
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

17

**ACCEPTANCE: KEVIN OLAR RETIREMENT**

ON SEPTEMBER 14<sup>TH</sup>, PUBLIC WORKS FOREMAN KEVIN OLAR SUBMITTED HIS FORMAL NOTICE OF RETIREMENT EFFECTIVE JANUARY 31, 2024.

DO I HAVE A MOTION TO ACCEPT THE NOTICE OF RETIREMENT FROM KEVIN OLAR EFFECTIVE JANUARY 31, 2024.

	MOTION	SECOND	AYES	NAYS
MR. FREY	_____	_____	_____	_____
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

18



**ADOPTION: RESOLUTION 2023-7 (WINTER MAINTENANCE AGREEMENT – PENNDOT)**

ATTACHED IS THE PENNDOT WINTER MAINTENANCE AGREEMENT AND RESOLUTION NO. 2023-7.

MR. MATOR...

DO I HAVE A MOTION TO APPROVE THE PENNDOT WINTER MAINTENANCE AGREEMENT, AND ADOPT RESOLUTION NO. 2023-7 AUTHORIZING THE CHAIRPERSON AND TOWNSHIP MANAGER TO SIGN THE AGREEMENT, CONDITIONED UPON THE APPROVAL OF THE TOWNSHIP SOLICITOR AND TOWNSHIP MANAGER AS TO THE FORM?

	MOTION	SECOND	AYES	NAYS
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

**RESOLUTION**

**#2023-7**

BE IT RESOLVED, by authority of the \_\_\_\_\_ Board of Supervisors  
(Name of governing body)  
of the \_\_\_\_\_ Township of West Deer \_\_\_\_\_, \_\_\_\_\_ Allegheny \_\_\_\_\_ County  
(Name of Municipality)  
and it is hereby resolved by authority of the same, that the \_\_\_\_\_ Township Manager  
(designate official title)  
of said MUNICIPALITY be authorized and directed to sign the attached grant on its  
behalf.

\_\_\_\_\_ Township of West Deer  
(Name of  
Municipality)  
**ATTEST:**

\_\_\_\_\_  
(Signature and designation of  
official title)

Daniel J. Mator Jr., Township Manager  
(Print or type above name and title)

By: \_\_\_\_\_  
(Signature and designation of  
official title)

Beverly Jordan, Chairperson  
(Print or type above name and title)

I, Daniel J. Mator, Jr., Township Manager  
(Name) (Official title)  
of the \_\_\_\_\_ Township of West Deer \_\_\_\_\_, do hereby certify that  
(Name of governing body or municipality)

the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the

\_\_\_\_\_ Township of West Deer \_\_\_\_\_, held the 18 day of October, 2023.  
(Name of the governing body)

DATE: 10/18/2023

(SEAL)

\_\_\_\_\_  
(Signature and designation of official title)

Daniel J. Mator Jr., Township Manager  
(Print or type above name/title)

DATE: \_\_\_\_\_  
(PennDOT will insert)

AGREEMENT NO.: 11A121  
FEDERAL I.D. NO.: 256003437  
SAP VENDOR NO.: 159336

### **Winter Maintenance Services Agreement**

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Township of West Deer, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

### **BACKGROUND**

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

#### **1. Description of Work.**

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

- a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."
- b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. **Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

- c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.



15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Tim Hann  
Address: 45 Thoms Run Rd  
Bridgeville, PA 15017  
Fax Number: 42-429-3784  
Email Address: tihann@pa.gov

If to the Service Provider:

Name or Title: Township Manager  
Address: 109 East Union Road  
Cheswick, PA 15024  
Fax Number:  
Email Address: dmator@westdeertownship.com

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are

superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider \*

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

\_\_\_\_\_  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM  
AND LEGALITY

BY \_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT  
NO.

BY \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2023-2024

COUNTY: ALLEGHENY  
MUNICIP: WEST DEER

CONTRACT EXHIBIT A  
Revised August 31, 2020

AGREEMENT NO. 11A121  
YEAR 1  
OF 5

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
1015	Little Deer Creek Rd (West Deer/Indiana line to Bakersstown Rd)	0100	0043	0160	3282	7.8	C	\$1,896.39	\$14,791.84
1020	Cedar Ridge Rd (Middle Rd to Gibsonia Rd)	0010	0000	0040	3667	4.2	D	\$1,876.80	\$7,042.56
1020	Russellton/Dorseyville Rd (Saxonburg Blvd to Rich Hill Rd)	0080	0000	0100	2944	2.4	D	\$1,876.80	\$4,024.32
1022	Oak Rd (Gibsonia Rd to Bryson Rd)	0010	0000	0030	3820	3.3	D	\$1,876.80	\$5,533.44
1022	Bryson Rd (Oak Rd to Mountain View Rd)	0040	0000	0050	2462	1.8	E	\$1,876.80	\$3,018.24
1023	Mill Dam Rd (Turnback section to Rich Hill Rd)	0030	0000	0030	0139	0.1	E	\$1,876.80	\$167.68
1024	Mountain View Rd/Stanz Rd (Gibsonia Rd to Saxonburg Blvd)	0010	0000	0030	3874	4.4	E	\$1,876.80	\$7,377.92
1025	Rich Hill Rd/East Union Rd (Mill Dam Rd to Starr Rd)	0040	0000	0050	3661	2.7	E	\$1,876.80	\$4,527.36
1025	East Union Rd (Starr Rd to Saxonburg Blvd)	0060	0000	0070	3488	1.8	D	\$1,876.80	\$3,018.24
1026	Starr Rd (East Union Rd to Little Deer Creek Rd)	0010	0000	0020	3190	2.0	D	\$1,876.80	\$3,353.60
1026	Creighton - Russ Rd (Little Deer Creek Valley Rd to Park Entrance)	0030	0000	0030	0787	0.4	D	\$1,876.80	\$670.72
1019	Creighton Russell Rd (Rockpointe Blvd to Park Entrance)	0120	0892	0140	2046	2.6	D	\$1,876.80	\$4,359.68
								\$0.00	\$0.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule  
\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	0.00	TOTAL COST =	\$57,885.60
MILEAGE MFC C =	7.80		
MILEAGE MFC D =	16.70		
MILEAGE MFC E =	9.00		
TOTAL MILEAGE	33.50		

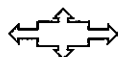
TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance	
1st Year:	\$57,885.60
2nd Year:	\$59,043.31
3rd Year:	\$60,224.18
4th Year:	\$61,428.68
5th Year:	\$62,657.24
TOTAL:	\$301,238.00

### **Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### **EXHIBIT B**



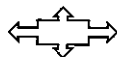
g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT B

Revised February 1, 2010



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

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, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C





Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit D



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

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees 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 contractor agrees 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* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

## Enhanced Minimum Wage Provisions (July 2022)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

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**AUTHORIZATION: 189 MCKRELL ROAD SUBDIVISION PLAN**

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE 189 MCKRELL SUBDIVISION PLAN AT THEIR SEPTEMBER 28, 2023 MEETING.

PROPERTY LOCATION: 189 MCKELL ROAD – TARENTUM  
ZONING DISTRICT: R-3 SUBURBAN RESIDENTIAL

3 LOT SUBDIVISION:  
LOTS TO MEASURE A MINIMUM OF 10 ACRES

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE 189 MCKRELL ROAD SUBDIVISION PLAN SUBJECT TO FOLLOWING CONDITIONS:

1. SATISFY ALL COMMENTS IN THE SCOTT SHOUP ENGINEERING LETTER DATED 9.13.2023.
2. RECEIPT OF "REQUEST FOR PLANNING & NON-BUILDING DECLARATION."

DO I HAVE A MOTION TO APPROVE THE PRELIMINARY AND FINAL SUBDIVISION OF THE 189 MCKRELL ROAD PLAN AS PER THE RECOMMENDATION BY THE PLANNING COMMISSION WITH THE CONDITIONS PREVIOUSLY MENTIONED.

	MOTION	SECOND	AYES	NAYS
MRS. HOLLIBAUGH	___	___	___	___
MR. SMULLIN	___	___	___	___
MR. FREY	___	___	___	___
MR. HARRISON	___	___	___	___
MRS. JORDAN	___	___	___	___



West Deer Township Planning Commission  
Recommendation Report for September 28,  
2023

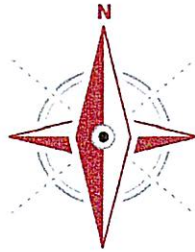
Project Name: 189 McKRELL RD. SUBDIVISION PLAN

Property Location: West Deer Twp. – Allegheny County: 189 McKrell Rd.  
Tarentum, PA 15084  
Parcels # 1512-A-72  
# 1512-E-92

Zoned: R-3: Suburban Residential

First motion by Mr. Banks and second motion by Mr. Bechtold to **RECOMMEND APPROVAL**, voting was unanimous of the 189 McKrell Rd. Subdivision Plan with the following conditions:

1. Satisfy all comments in the Scott Shoup Engineering letter dated 9.13.2023.
2. Receipt of “Request for Planning & Non-Building Declaration.”



# SHOUP ENGINEERING

**FOR OVER 50 YEARS**

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

October 5, 2023

Mr. Joseph Shook  
West Deer Township  
109 East Union Road  
Cheswick, PA 15024

Via Email

Re: 189 McKrell Road Plan  
Preliminary and Final Subdivision (Plans Revised September 1, 2023)

Dear Mr. Shook,

I have reviewed the above-referenced preliminary and final subdivision located in the R-3 Zoning District and the following comments should be considered.

1. It is my understanding that for sewer service Lot 2 will utilize an existing public sewer, Lot 3 will use an existing septic system, and Lot 1 will not need sewage service as it will be used for agricultural purposes. A sewage facilities planning module will need to be submitted for Lot 2. A non-building waiver declaration document has been submitted for Lot 1. I have spoken to the Allegheny County Health Department who indicated that they would not need to sign off on the non-building waiver in as much as the lot with the existing septic system is being expanded in area. I have requested that the applicant's consultant talk to PADEP to verify that the process outlined above is correct.

A written response should be provided as to how the above comments have been addressed with new submittals. If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,  
SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via email  
Dorothy Moyta, via email  
Jodi French, via email  
Gavin Robb, via email  
Greg Jones, PLS, PVE, via email [gjones@pve-llc.com](mailto:gjones@pve-llc.com)

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

**SUBDIVISION AND LAND DEVELOPMENT APPLICATION**

APPLICATION NO. \_\_\_\_\_

Application For:

- ☒ Preliminary Subdivision  
☒ Final Subdivision  
\_\_\_\_ Land Development  
\_\_\_\_ PRD  
\_\_\_\_ Lot Line Revision

Location of Property: 189 MCKREEL RD

Parcel Lot and Block No.: 1512-A-72 & 1512-A-92

Name of Subdivision/Land Development: 189 MCKREEL RD

Name of Applicant: MARK CLOVER

E-Mail Address: MARKJCLOVER@GMAIL.COM

Address: 203 MAPLE DR.

VALENCIA, PA. 16059

Telephone No.: 412-519-0839

Name of Property Owner(s): FRANCES GALE COLTEN

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Surveyor/Engineer: PVE-LLC

Address: 2000 GEORGETOWN DRIVE, SUITE 101

SEWICKLEY PA 15143

Telephone No.: 724-444-1100 E-Mail: GJONES@PVE-LLC.COM

Purpose of Development: RESIDENTIAL

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

Total Acreage of Tract: 51.25

No. of Acres to be Developed: \_\_\_\_\_

Percentage of Lot Coverage: \_\_\_\_\_

Estimated Start of Construction: \_\_\_\_\_

Number of Lots: 3

Min. Lot Size: 10 ACRES



Zoning District: R-3 SUBURBAN RESIDENTIAL

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

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

NONE

Water Supply: ☒ Public ☐ Other (specify \_\_\_\_\_)

Sewage Disposal: ☒ Public ☒ Other (specify EXISTING ON LOT)

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

Streets: Lineal feet of new streets 0

Proposed for Dedication: ☐ Yes ☒ No

Existing Use: SINGLE FAMILY RESIDENTIAL - AGRICULTURAL

Number of Existing Lots: 2

Existing Acreage: 51.25

Location of Existing Buildings: \_\_\_\_\_

Current Parking Spaces: \_\_\_\_\_

Existing Parking Surface Area: \_\_\_\_\_

Access Driveway Location: ON LOT

Width: 12'

Proposed Use: SINGLE FAMILY RESIDENTIAL

Description of Building(s): \_\_\_\_\_

Additional Parking Spaces: \_\_\_\_\_

Access Driveway Location: \_\_\_\_\_ Width: \_\_\_\_\_

Current Employees: \_\_\_\_\_ New Employees: \_\_\_\_\_

Percentage of Lot Coverage: \_\_\_\_\_

Phase:

Total Number of Phases: 1

Phase Number of this Application: 1

Total Acres: \_\_\_\_\_

Acres this Phase: \_\_\_\_\_

Total Lots: \_\_\_\_\_

Lots this Phase: \_\_\_\_\_

Total Lineal Feet of Storm Sewer: \_\_\_\_\_

Total Storm Sewer this Phase: \_\_\_\_\_

Environmental Standards:

N/A

Will the proposed use generate any of the following conditions?

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

Material stored on site: \_\_\_\_\_

Applications:

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

Right-of-Way:

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

Describe: ACCESS TO EXISTING D/W TO  
CROSS CREEK

Easements:

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

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUBDIVISION AND LAND DEVELOPMENT WORKSHEET

This worksheet will be used to evaluate all applications for subdivisions and/or land development review. The following information is required by ordinance. Please check box if information is provided with this application.

### SUBDIVISION

#### General:

<input checked="" type="checkbox"/>	Location Map	<input checked="" type="checkbox"/>	North Arrow
<input checked="" type="checkbox"/>	Zoning District	<input checked="" type="checkbox"/>	Tract Boundary Lines
<input checked="" type="checkbox"/>	Total Acreage to be subdivided	<input checked="" type="checkbox"/>	Acreage of individual parcels

#### Proposed Subdivision:

<input checked="" type="checkbox"/>	Map at 100 scale or less	<input checked="" type="checkbox"/>	Contour intervals
<input checked="" type="checkbox"/>	Natural and artificial features	<input checked="" type="checkbox"/>	Owners of adjacent properties
<input checked="" type="checkbox"/>	Driveway locations and widths	<input checked="" type="checkbox"/>	Easements (utility and drainage)
<input checked="" type="checkbox"/>	Location and size of utilities	<input checked="" type="checkbox"/>	Floodways
N/A	Sub-surface conditions	N/A	Draft of protective covenants

#### Engineering:

N/A	Profiles and cross sections of street improvements	N/A	Stormwater management plan
N/A	Grading plan	<input checked="" type="checkbox"/>	Layout and number of lots
<input checked="" type="checkbox"/>	Building setback lines	<input checked="" type="checkbox"/>	Location and size of utilities (gas, telephone, electric, cable TV)
<input checked="" type="checkbox"/>	Distance and bearings	<input checked="" type="checkbox"/>	Location of monuments
N/A	Complete curve data	N/A	Identify dedicated lands

## LAND DEVELOPMENT

### General:

✓	Total acreage to be developed	Property lines
✓	Number of lots	Scale shown
	North arrow shown	Vicinity map
	Abutting property owners identified	Zoning district
	Existing streets	Rights of way
	Easements (utility and drainage)	Streams, watersheds and watercourses
	Location of existing structures	Building setback lines
	Unusual physical conditions	

### Proposed Development:

	Structures	Walkways
	Driveways and entrances	Parking facilities
	Loading and unloading spaces	Landscaping
	Exterior lighting	Fences or walls
	Bench mark(s)	Contours and elevations
	Gradient of access drives	Gradient of parking facilities
	Location and size of utilities	Stormwater management plan
	Grading plan	



## APPLICATION MATERIAL CHECKLIST

DATE \_\_\_\_\_

**NO APPLICATION WILL BE CONSIDERED COMPLETE UNLESS THE FOLLOWING MATERIALS AND APPLICABLE ITEMS HAVE BEEN PROVIDED:**

NOTE: ALL plans must be folded to 8 1/2" x 11" or the application will be returned as incomplete. Additional materials may be required depending upon the nature and location of the proposed development and/or subdivision.

- ☒ Eight (8) folded copies of all plans and six (6) reduced to 11" x 17" at initial submission
- ☒ One (1) copy of application
- ☒ Three (3) copies for lot line revisions
  - ☒ SUBDIVISION PLAT
  - ☐ SITE PLAN
  - ☐ CONSTRUCTION PLANS
    - ☐ Grading
    - ☐ Utilities
    - ☐ Landscaping
- ☒ FILING FEE and any applicable ESCROW  
(The applicant is responsible for all professional costs incurred relating to review and inspection.)
- ☒ LOCATION MAP of development
- ☒ N/A Two (2) copies of SUPPORTING DATA and/or EXHIBITS
  - ☐ Stormwater Management Plan
  - ☐ Soil Report
  - ☐ Erosion and Sedimentation Control Plan
  - ☐ Environmental Impact Statement
  - ☐ Architectural Drawings
  - ☐ Structural Drawings
  - ☐ Natural Features Plan (tree lines, wetlands, streams, floodplains, etc.)
- ☐ One (1) copy of the SEWAGE FACILITIES APPLICATION (Planning Module) which is submitted to the DEP or ACHD
- ☐ One (1) copy of the PROPOSED DEVELOPER'S AGREEMENT  
(when an Agreement is required)

I certify that the information contained herein is true and correct.

\_\_\_\_\_  
Applicant – Signature

\_\_\_\_\_  
Print Name



August 7, 2023

Scott Shoup, P.E.  
Shoup Engineering  
329 Summerfield Drive  
Baden, PA 15005

RE: 189 McKrell Road Plan  
Preliminary and Final Subdivision (Plan Dated June 5, 2023)

Dear Mr. Shoup,

PVE, LLC has received the review letter dated August 7, 2023, for the above-referenced project and offer the following responses.

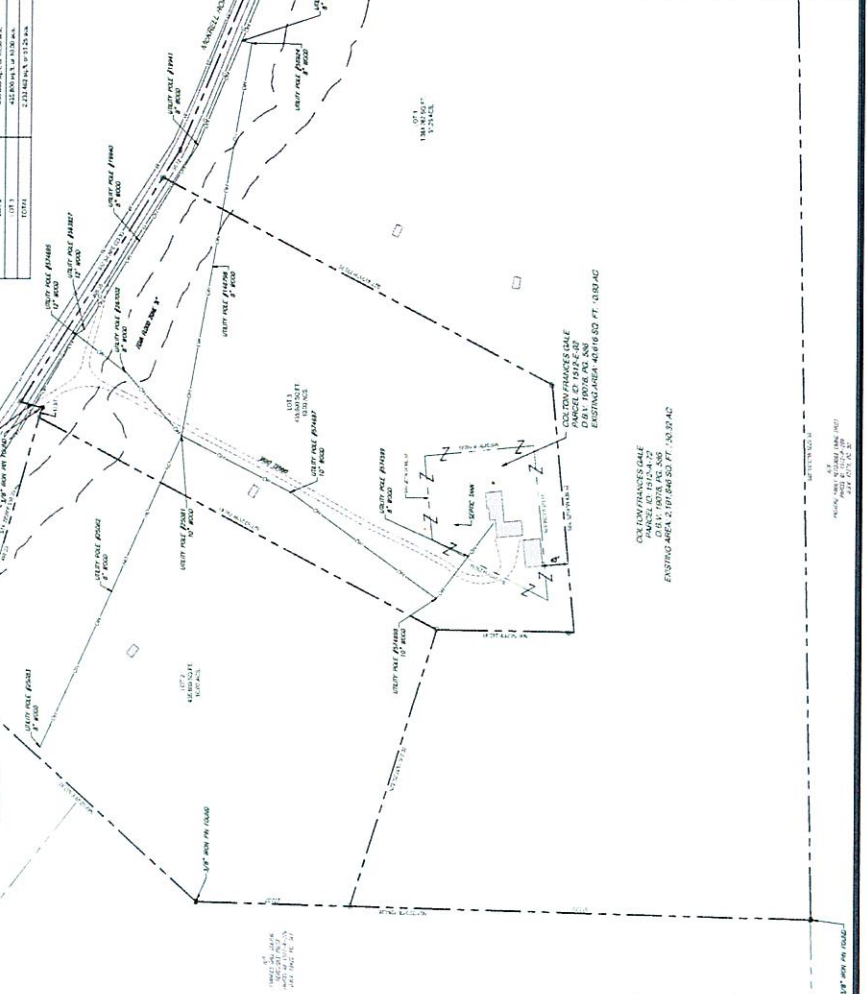
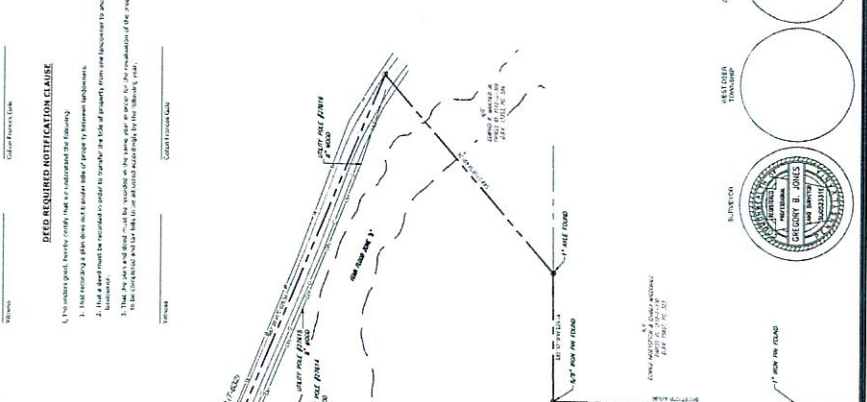
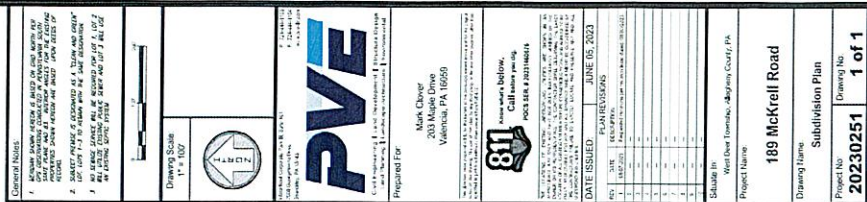
- 1) On the plan view it is recommended that the text information for the adjoining property owners be made darker.  
**Response: Revised**
- 2) On the plan view and in the "Existing Lots" Table Tax parcel 1512-E-92 is identified as parcel 1512-A-92.  
**Response: Revised**
- 3) It is my understanding that for sewer service Lot 2 will utilize an existing public sewer, Lot 3 will use an existing septic system, and Lot 1 will not need sewage service as it will be used for agricultural purposes. A sewage facilities planning module will need to be submitted for Lot 2 and a non-building waiver declaration document will need to be submitted for Lot 1.  
**Response: Non building language added to the plan and sewage facilities planning module is in process.**
- 4) The signature statement for the approval of the plan by the Township Manager should be removed. Signature statements for the Township Planning Commission and Township Supervisors need to be added to the plan.  
**Response: Revised**
- 5) Lot 2 will be accessed by a new private road. How many parcels will use the private road for access? Bearings and distances should be provided to describe the easement. The private road must comply with the enclosed subdivision ordinance regulations.  
**Response: There will be 3 parcels using the private Road. Bearings and distances have been added.**

Sincerely,

Gregory Jones, PLS  
Survey Manager

Cc: Joseph Shook, West Deer Township  
Daniel Mator  
Gavin Robb  
Dorothy Moyta  
Jodi French





20

**AUTHORIZATION: ADVERTISEMENT OF OLYMPUS/HYPERION  
TYCHE HEARING**

THE TOWNSHIP RECEIVED AN APPLICATION FOR CONDITIONAL USE APPROVAL FOR GAS AND OIL PRODUCTION FILED BY THE APPLICANT, OLYMPUS ENERGY, LLC/HYPERION ENERGY, LLC, FOR THE PROPERTY LOCATED AT 201 BAIRDFORD ROAD. THE APPLICANT PROPOSES TO CONSTRUCT A WELL PAD FOR OPERATION OF A DEEP WELL AT THE SUBJECT PROPERTY.

LOT/BLOCK#: 1835-G-216  
ZONING DISTRICT: R-1

A DEEP WELL SITE MAY BE AUTHORIZED AS A CONDITIONAL USE IN THE R-1 ZONING DISTRICT OF THE TOWNSHIP SUBJECT TO THE REQUIREMENTS OF THE ZONING ORDINANCE OF WEST DEER TOWNSHIP, INCLUDING SECTION 210-120 (A)(21).

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

DO I HAVE A MOTION TO SET THE PUBLIC HEARING FOR THE OLYMPUS LETO GAS WELL FOR \_\_\_\_\_ AT 6:00 P.M.

	MOTION	SECOND	AYES	NAYS
MR. SMULLIN	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

21

## **AUTHORIZATION: BON TOOL LAND DEVELOPMENT**

THE APPLICANT IS SEEKING APPROVAL FOR A LAND DEVELOPMENT PLAN CONSISTING OF THE DEVELOPMENT OF TWO WAREHOUSE ADDITIONS OFF THE PRIMARY (4430 GIBSONIA ROAD) AND SECONDARY (16 FRONTIER DRIVE) STRUCTURES AND ACCOMPANYING ACCESS ROADS, PARKING AREAS AND RETAINING WALLS, ALONG WITH CUT AND FILL GRADING OPERATIONS, AND THE EXPANSION/INSTALLATION OF STORMWATER MANAGEMENT FACILITIES AND ASSOCIATED CONVEYANCE SYSTEMS AND STRUCTURES.

APPLICANT: BON TOOL – JOHN BONGIOVANNI  
LOCATION: 4430 GIBSONIA ROAD (1357-D-325)  
AND 16 FRONTIER DRIVE (1357-H-304)  
2.04 ACRES  
ZONING DISTRICT: SU- SPECIAL USE  
REQUEST: TO DEVELOP TWO WAREHOUSE ADDITIONS

THE PLANNING COMMISSION VOTED TO RECOMMEND APPROVAL OF THE BON TOOL LAND DEVELOPMENT PLAN CONTINGENT UPON:

1. SATISFY ALL COMMENTS IN THE SCOTT SHOUP ENGINEERING LETTER DATED 9.20.2023.
2. UPDATE TREE WARRANTY TO COMPLY WITH ZONING ORDINANCE.

DO I HAVE A MOTION TO APPROVE THE BON TOOL LAND DEVELOPMENT PLAN CONDITIONED UPON THE SUCCESSFUL COMPLETION OF THE RECOMMENDATIONS MADE BY THE PLANNING COMMISSION AND TOWNSHIP ENGINEER.

	MOTION	SECOND	AYES	NAYS
MR. FREY	—	—	—	—
MR. HARRISON	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MR. SMULLIN	—	—	—	—
MRS. JORDAN	—	—	—	—





West Deer Township Planning Commission  
Recommendation Report for September 28,  
2023

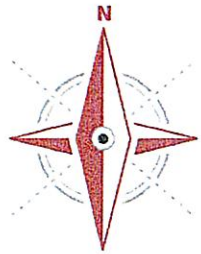
Project Name: BON TOOL WAREHOUSE EXPANSION – LAND DEVELOPMENT

Property Location: West Deer Twp. – Allegheny County: 4430 Gibsonia Rd.  
Gibsonia, PA 15084  
Parcels # 1357-D-325

Zoned: SU: Special Use

First motion by Mr. Schmidt and second motion by Mr. Oresick to **RECOMMEND APPROVAL**, voting was unanimous of the Bon Tool Warehouse Expansion – Land Development with the following conditions:

1. Satisfy all comments in the Scott Shoup Engineering letter dated 9.20.2023.
2. Update Tree Warranty to comply with Zoning Ordinance.



# SHOUP ENGINEERING

**FOR OVER 50 YEARS**

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

October 9, 2023

Mr. Joseph Shook  
West Deer Township  
109 East Union Road  
Cheswick, PA 15024

Via Email

Re: Bon Tool Company - Building Additions  
Land Development Plan (Plans Revised September 25, 2023)

Dear Mr. Shook,

I have reviewed the above-referenced Land Development Plan located in the SU Zoning District and the following comments should be considered:

1. Any approvals by the Township should be conditioned upon the applicant providing the following:
  - a. NPDES General Permit from the Allegheny County Conservation District.
  - b. Post Construction Stormwater Management Agreement with West Deer Township.
  - c. Payment of the required traffic impact fee to West Deer Township.

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

Sincerely,  
SHOUP ENGINEERING INC.



Scott A. Shoup, P.E.

cc: Daniel Mator, via email                      Dorothy Moyta, via email  
Gavin Robb, via email                      Jodi French, via email  
Phil Karanovich P.E., Red Swing Group, via email p.karanovich@redswinggroup.com

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

**SUBDIVISION AND LAND DEVELOPMENT APPLICATION**

APPLICATION NO. \_\_\_\_\_

Application For:

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

Location of Property: 4430 Gibsonia Road, Gibsonia Pa 15044  
Parcel Lot and Block No.: 1357-G-32, 1357-H-304  
Name of Subdivision/Land Development: Bon Tool Warehouse Expansion

Name of Applicant: Red Swing Group - Phil Karanovich  
E-Mail Address: p.karanovich@redswinggroup.com  
Address: 4314 Old William Penn Highway, Suite 101  
Monroeville, PA 15146  
Telephone No.: 724-325-1215 ext 204

Name of Property Owner(s): C A Bon LP - John Bongiovanni  
E-Mail Address: CJB@bontool.com  
Address: 4430 Gibsonia Road, Gibsonia, PA 15044  
Telephone No.: 724-443-7080

Surveyor/Engineer: Red Swing Group - Scott Pilston (PLS), Phil Karanovich (Engineer)  
Address: 4314 Old William Penn Highway, Suite 101  
Monroeville, PA 15146  
Telephone No.: 724-325-1215 E-Mail: p.karanovich@redswinggroup.com  
Purpose of Development: Warehouse expansion(s) with associated PCSM facilities,  
parking facilities, landscaping/hardscaping, & earthwork.

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

Total Acreage of Tract: 14.14  
No. of Acres to be Developed: 2.04      Number of Lots: 3  
Percentage of Lot Coverage: ~31%      Min. Lot Size: N/A  
Estimated Start of Construction: May 2024

Zoning District: SU - Special Use

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

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

Water Supply: ☒ Public ☐ Other (specify \_\_\_\_\_)

Sewage Disposal: ☒ Public ☐ Other (specify \_\_\_\_\_)

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

Streets: Lineal feet of new streets N/A

Proposed for Dedication: ☐ Yes ☒ No

Existing Use: Warehouse/Light Manufacturing

Number of Existing Lots: 3 (2 - to be consolidated) Existing Acreage: 2.04

Location of Existing Buildings: 40.6156, -79.9029 & 40.6149, -79.9040

Current Parking Spaces: 52

Existing Parking Surface Area: ~ 9,500 sf

Access Driveway Location: 40.6160, -79.9017 Width: ~40'

Proposed Use: Same as existing

Description of Building(s): \_\_\_\_\_

Additional Parking Spaces: \_\_\_\_\_

Access Driveway Location: \_\_\_\_\_ Width: \_\_\_\_\_

Current Employees: \_\_\_\_\_ New Employees: \_\_\_\_\_

Percentage of Lot Coverage: \_\_\_\_\_

**Phase:**

Total Number of Phases: 3

Phase Number of this Application: 1-3

Total Acres: 2.04

Acres this Phase: 2.04

Total Lots: 3

Lots this Phase: 3

Total Lineal Feet of Storm Sewer: ~1,275

Total Storm Sewer this Phase: ~1,275



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**Environmental Standards:**

Will the proposed use generate any of the following conditions?

Smoke ☐

Electrical Interference ☐

Air Pollutants ☐

Vibrations ☐

Odors ☐

Noise ☐

Water Pollutants ☐

Radioactive Emissions ☐

Material stored on site: N/A

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**Applications:**

Percolation Test N/A (date)

DER Planning Module Waiver TBD

Water Authority TBD

Sewer Authority TBD

Allegheny Co. Conservation District 9/8/23

Allegheny Co. Dept. of Economic Development N/A

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**Right-of-Way:**

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

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Easements:**

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

Describe: Shared Parking and access easement with 1357-D-325, all properties  
owned by Bon Tool - John Bongiovanni

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## SUBDIVISION AND LAND DEVELOPMENT WORKSHEET

This worksheet will be used to evaluate all applications for subdivisions and/or land development review. The following information is required by ordinance. Please check box if information is provided with this application.

### SUBDIVISION

**General:** Note: Lot Line Revision/Consolidation Already Approved through Planning Commission 7/27/23

<input checked="" type="checkbox"/>	Location Map	<input checked="" type="checkbox"/>	North Arrow
<input checked="" type="checkbox"/>	Zoning District	<input checked="" type="checkbox"/>	Tract Boundary Lines
<input checked="" type="checkbox"/>	Total Acreage to be subdivided	<input checked="" type="checkbox"/>	Acreage of individual parcels

### Proposed Subdivision:

<input checked="" type="checkbox"/>	Map at 100 scale or less	<input checked="" type="checkbox"/>	Contour intervals
<input checked="" type="checkbox"/>	Natural and artificial features	<input checked="" type="checkbox"/>	Owners of adjacent properties
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<input type="checkbox"/>	Sub-surface conditions	<input type="checkbox"/>	Draft of protective covenants

### Engineering:

<input checked="" type="checkbox"/>	Profiles and cross sections of street improvements	<input checked="" type="checkbox"/>	Stormwater management plan
<input checked="" type="checkbox"/>	Grading plan	<input checked="" type="checkbox"/>	Layout and number of lots
<input checked="" type="checkbox"/>	Building setback lines	<input checked="" type="checkbox"/>	Location and size of utilities (gas, telephone, electric, cable TV)
<input checked="" type="checkbox"/>	Distance and bearings	<input type="checkbox"/>	Location of monuments
<input type="checkbox"/>	Complete curve data	<input type="checkbox"/>	Identify dedicated lands

## LAND DEVELOPMENT

### General:

<input checked="" type="checkbox"/>	Total acreage to be developed	<input checked="" type="checkbox"/>	Property lines
<input checked="" type="checkbox"/>	Number of lots	<input checked="" type="checkbox"/>	Scale shown
<input checked="" type="checkbox"/>	North arrow shown	<input checked="" type="checkbox"/>	Vicinity map
<input checked="" type="checkbox"/>	Abutting property owners identified	<input checked="" type="checkbox"/>	Zoning district
<input checked="" type="checkbox"/>	Existing streets	<input checked="" type="checkbox"/>	Rights of way
<input checked="" type="checkbox"/>	Easements (utility and drainage)	<input checked="" type="checkbox"/>	Streams, watersheds and watercourses
<input checked="" type="checkbox"/>	Location of existing structures	<input checked="" type="checkbox"/>	Building setback lines
	Unusual physical conditions		

### Proposed Development:

<input checked="" type="checkbox"/>	Structures	<input checked="" type="checkbox"/>	Walkways
<input checked="" type="checkbox"/>	Driveways and entrances	<input checked="" type="checkbox"/>	Parking facilities
<input checked="" type="checkbox"/>	Loading and unloading spaces	<input checked="" type="checkbox"/>	Landscaping
<input checked="" type="checkbox"/>	Exterior lighting	<input checked="" type="checkbox"/>	Fences or walls
<input checked="" type="checkbox"/>	Bench mark(s)	<input checked="" type="checkbox"/>	Contours and elevations
<input checked="" type="checkbox"/>	Gradient of access drives	<input checked="" type="checkbox"/>	Gradient of parking facilities
<input checked="" type="checkbox"/>	Location and size of utilities	<input checked="" type="checkbox"/>	Stormwater management plan
<input checked="" type="checkbox"/>	Grading plan		

## APPLICATION MATERIAL CHECKLIST

DATE \_\_\_\_\_

**NO APPLICATION WILL BE CONSIDERED COMPLETE UNLESS THE FOLLOWING MATERIALS AND APPLICABLE ITEMS HAVE BEEN PROVIDED:**

NOTE: ALL plans must be folded to 8 ½" x 11" or the application will be returned as incomplete. Additional materials may be required depending upon the nature and location of the proposed development and/or subdivision.

- X Eight (8) folded copies of all plans and six (6) reduced to 11" x 17" at initial submission
- X One (1) copy of application
- X Three (3) copies for lot line revisions
  - X SUBDIVISION PLAT
  - X SITE PLAN
  - X CONSTRUCTION PLANS
    - X Grading
    - X Utilities
    - X Landscaping
- X FILING FEE and any applicable ESCROW  
(The applicant is responsible for all professional costs incurred relating to review and inspection.)
- X LOCATION MAP of development
- X Two (2) copies of SUPPORTING DATA and/or EXHIBITS
  - X Stormwater Management Plan
  - X Soil Report
  - X Erosion and Sedimentation Control Plan
  - \_\_\_\_\_ Environmental Impact Statement
  - X Architectural Drawings
  - \_\_\_\_\_ Structural Drawings
  - \_\_\_\_\_ Natural Features Plan (tree lines, wetlands, streams, floodplains, etc.)
- TBD One (1) copy of the SEWAGE FACILITIES APPLICATION (Planning Module) which is submitted to the DEP or ACHD
- TBD One (1) copy of the PROPOSED DEVELOPER'S AGREEMENT  
(when an Agreement is required) \* If additional information needed please email Phil Karanovich at [p.karanovich@redswinggroup.com](mailto:p.karanovich@redswinggroup.com)

I certify that the information contained herein is true and correct.

  
Applicant – Signature

Philip Karanovich  
Print Name



[illegible]

PROJECT LOCATION LAT & LONG:  
N40° 36' 56.09", W79° 54' 11.79"

[illegible]

USGS VICINITY MAP



4314 OLD WILLIAM PENN HWY  
SUITE 101  
MONROEVILLE, PA 15146  
OFFICE: 724.325.1215

RSG PROJECT NO: 23-1066
DATE: 6/2/2023

SCALE: 1"=2000'

SHEET NO.  
1 OF 1



**Bon**

BON TUCK CO.

4430 CHESTER ROAD  
GIBBSBORO, PA 19024

WEST DCTR  
TOWNSHIP

ALLEGHENY COUNTY

**lga PARTNERS**  
ARCHITECTS  
1000 PENNSYLVANIA AVENUE  
SUITE 1000  
PHILADELPHIA, PA 19106

THIS DRAWING IS THE PROPERTY OF LGA PARTNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF LGA PARTNERS.

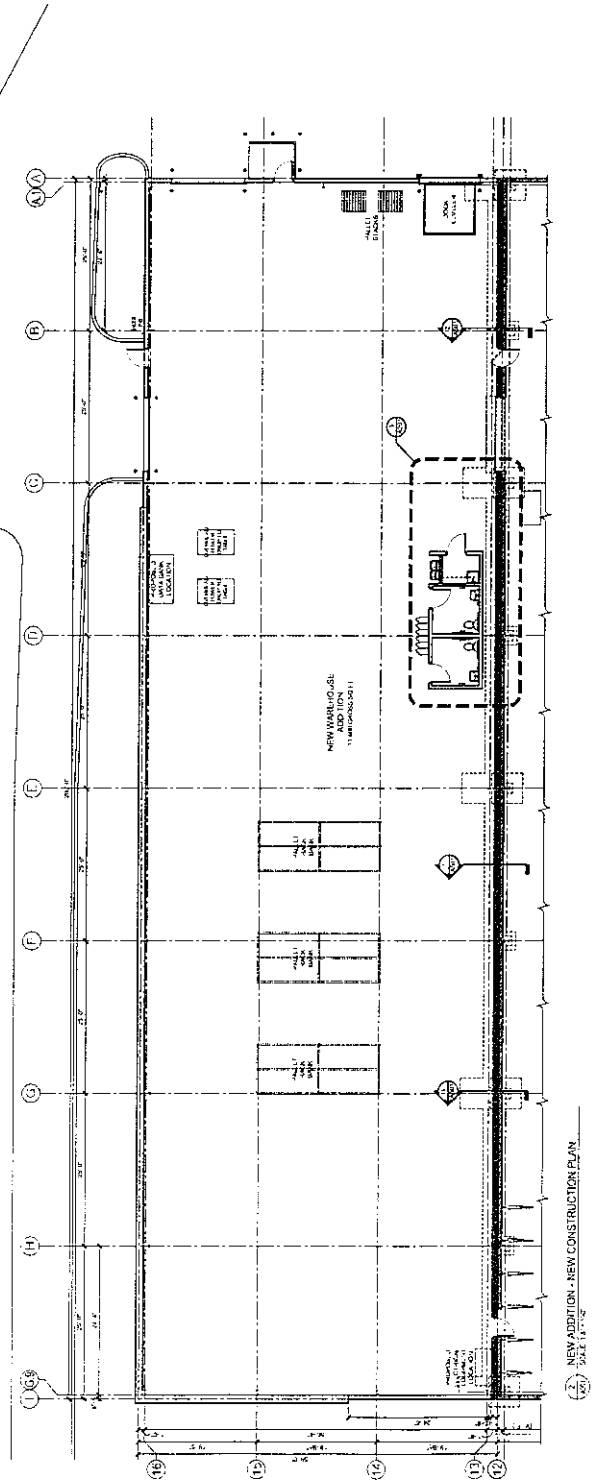
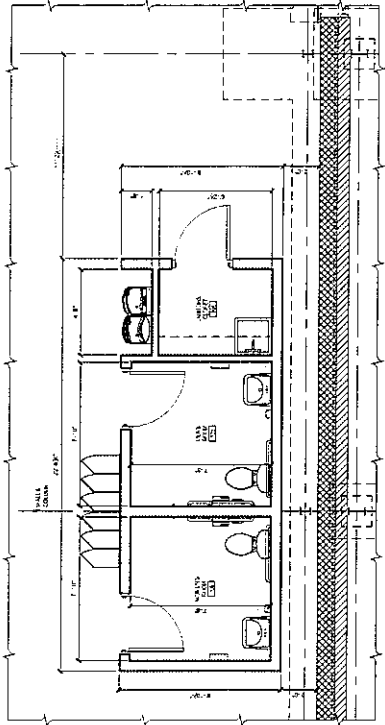
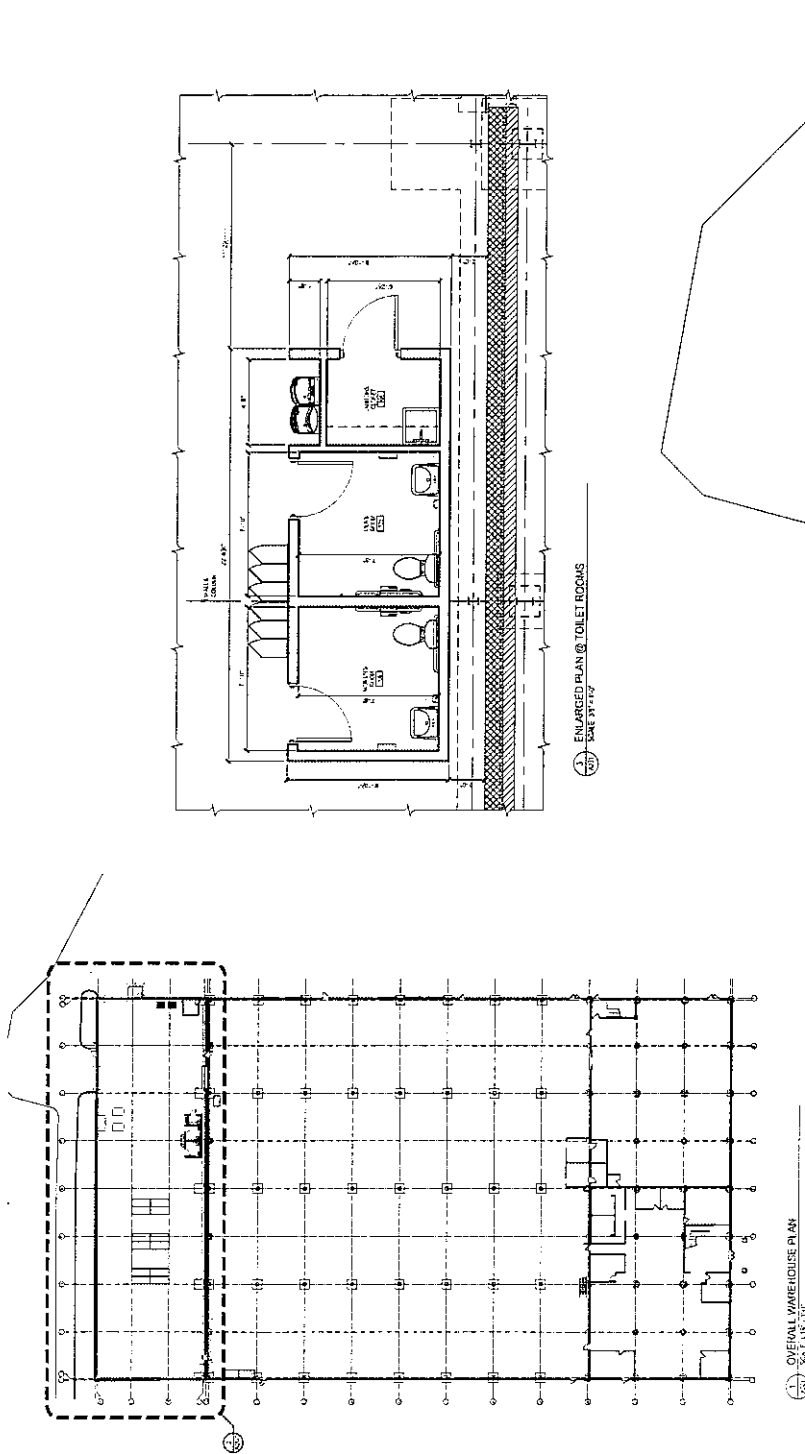
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NOT FOR CONSTRUCTION

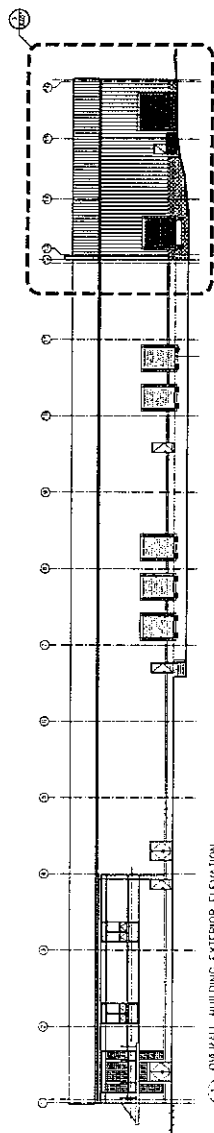
NO.	DATE	DESCRIPTION
1	11/11/2011	ISSUED FOR PERMIT

DATE	11/11/2011
BY	WJG
CHECKED BY	WJG
PROJECT NO.	11-001
SHEET NO.	11-001-01

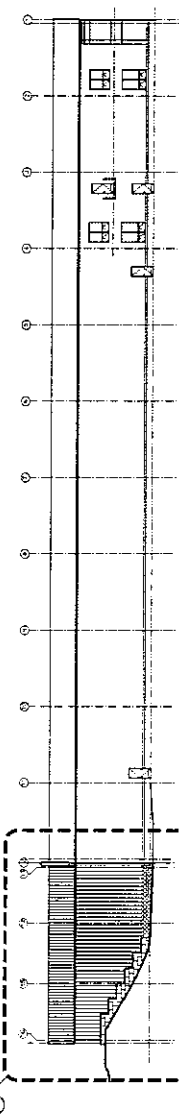
NEW ADDITION -  
NEW CONSTRUCTION  
PLANS

A201

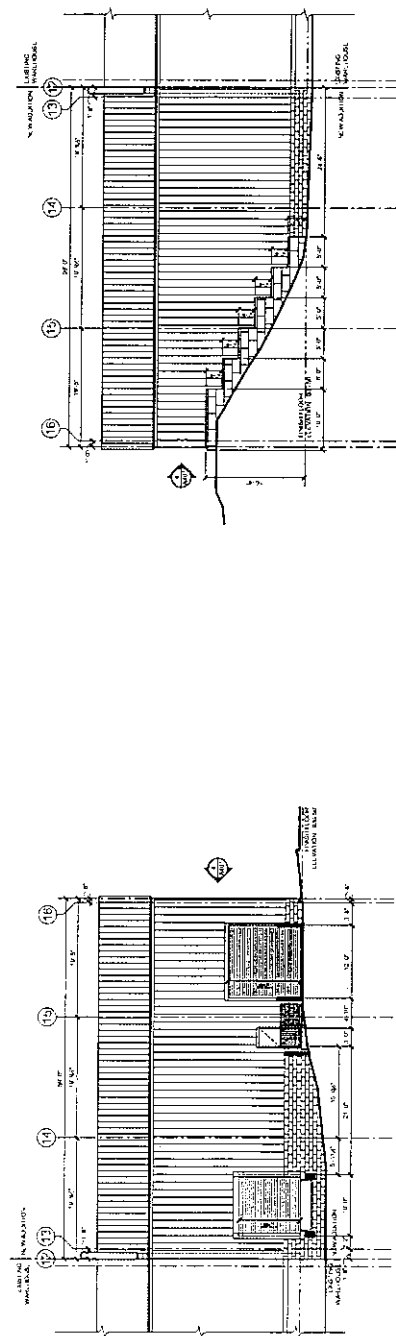




OVERALL BUILDING EXTERIOR ELEVATION

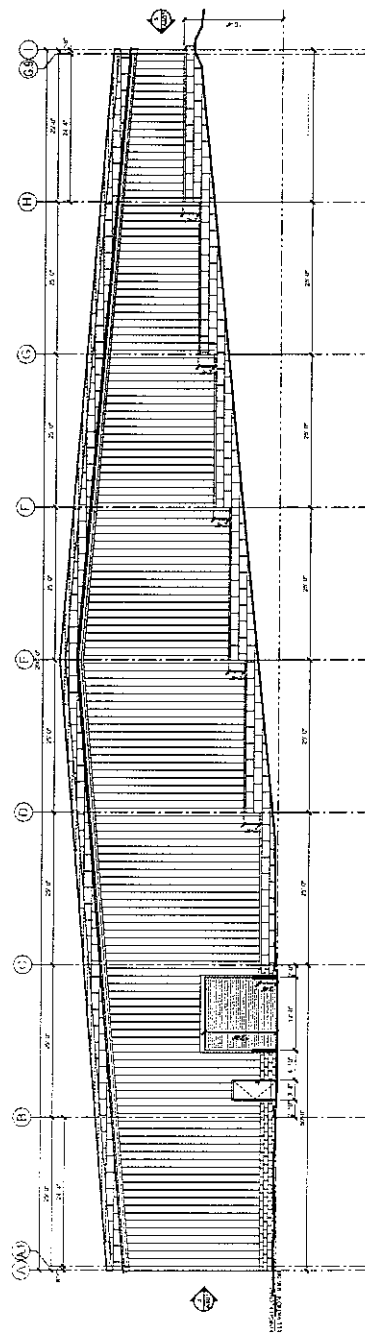


7 OVERALL BUILDING EXTERIOR ELEVATION



NEW ADDITION - EXTERIOR ELEVATION

5 NEW ADDITION - EXTERIOR ELEVATION  
4403 5242 1/8" - 1'-0"



4 NEW ADDITION - EXTERIOR ELEVATION

22

## **DISCUSSION: ZONING ORDINANCE**

MR. ROBB...

23

## **OLD BUSINESS**

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24



## NEW BUSINESS

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25

## ADJOURNMENT

DO I HAVE A MOTION TO ADJOURN AT \_\_\_\_\_ P.M.?

	MOTION	SECOND	AYES	NAYS
MR. FREY	_____	_____	_____	_____
MR. HARRISON	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____