



**BOARD OF
SUPERVISORS
MEETING**

February 21, 2024

**6:30pm: Executive Session
7:00pm: Regular Business Meeting**

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

West Deer Township Board of Supervisors
February 21, 2024

6:30pm: Executive Session

7:00pm: Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session
5. Presentation: Allegheny County Conservation District
6. Public Comment (Agenda Items Only)
7. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
9. Police Chief's Report
10. Public Works Foreman's Report
11. Engineer's Report
12. Planning, Zoning, and Code Enforcement Report
13. Parks and Recreation Board Report
14. West Deer #1 VFC Report
15. West Deer #2 VFC Report
16. West Deer #3 VFC Report
17. West Deer EMS Report
18. Adoption: Resolution No. 2024-1 (Alexandrunas Sewer Planning Module)
19. Adoption: Resolution No. 2024-2 (Fire Tax Disbursement Policy)
20. Adoption: Resolution No. 2024-3 (RACP Resolution)
21. Authorization: Advertisement – Ordinance No. 457: Oil and Gas Lease Agreement (Range Resources)
22. Authorization: Heisler Plan of Lots
23. Adoption: Resolution No. 2024-4 (Heisler Sewer Planning Module)
24. Authorization: Payroll Software Agreement (Patriot)
25. Authorization: Police Vehicle Transfers
26. New Business for Future Discussion/Action
27. Announcements
28. Public Comment (Non-Agenda Matters of General Township Concern)
29. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive Session

- Mr. Robb

5

PRESENTATION: ALLEGHENY COUNTY CONSERVATION DISTRICT

6

PUBLIC COMMENT (AGENDA ITEMS ONLY)

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

7

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE REGULAR BUSINESS MEETING OF JANUARY 17, 2024.

ARE THERE ANY QUESTIONS REGARDING THE MINUTES?

DO I HAVE A MOTION TO ACCEPT THE MINUTES OF THE JANUARY 17, 2024 REGULAR BUSINESS MEETING?

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

West Deer Township
Board of Supervisors
17 January 2024
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; Vernon Frey, Vice-Chairperson; John Hollibaugh; James Smullin; and Josh Wiegand. 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

Mr. Robb reported the Board held an executive session to discuss personnel items and received privileged legal advice.

Roll Call taken by Mr. Mator -- Quorum present

COMMENTS FROM THE PUBLIC

Mr. Robb announced that there are two different public comment periods on the agenda. He explained that the first public comment period was for agenda items only, and the second comment period would be for matters of general Township concern that are not on the agenda.

- Scott Woloszyk of Shuster Road
 - Mr. Woloszyk thanked the Board for adding a second comment period, but stated that his point in requesting it was to be able to ask questions regarding items during the meeting. He then asked how to ask questions about items that have not been discussed, and Mr. Robb responded that questions could be asked during the public comment period at the end, and the Board would be able to address those if they feel it is appropriate.

ACCEPT MINUTES

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to accept the regular business meeting minutes of the 20 December 2023, and the reorganization meeting of 2 January 2024 as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT**TOWNSHIP OF WEST DEER**
FINANCE OFFICER'S REPORT**31 December 2023****I - GENERAL FUND:**

	<u>December</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	479,314.23	7,742,456.00	82.59%
Expenditures	1,103,559.04	9,096,464.15	97.03%

Cash and Cash Equivalents:

Sweep Account

668,415.71**668,415.71****II - SPECIAL REVENUE FUNDS****Cash and Cash Equivalents:****Street Light Fund:**

Restricted

81,470.73

Fire Tax Fund:

Restricted

32,563.82

State/Liquid Fuels Fund:

Restricted

184,992.55**299,027.10****Investments:****Operating Reserve Fund:**

Reserved

2,265,382.14

Capital Reserve Fund:

Reserved

940,165.86**3,205,548.00****III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:****Capital Reserve Fund**

Reserved

5,391,040.31**5,391,040.31****TOTAL CASH BALANCE 12/31/23****9,564,031.12****Interest Earned December 2023****38,504.10**

	12/1/2023 Debt Balance	December Principal Payment	12/31/2023 Debt Balance
Mars National - VFC #3	\$53,991.04	\$2,607.94	
NexTier Bank VFC #2	\$356,522.34	\$2,680.96	\$354,955.19

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.

JANUARY LIST OF BILLS

Bearcom	292.47
Hei-Way, LLC.....	292.22
Jordan Tax Service, Inc.	870.22
Office Depot.....	290.87
SEI Corporate Headquarters.....	1731.77
Shoup Engineering Inc.	1819.00
Tucker/Arensberg Attorneys..	3022.52

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin 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 December 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 December 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 occurs as needed. Steel framing of the building is ongoing.
- 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 area has also been substantially completed. Work on the handicapped ramp to the pavilion is on-going.

Development/Subdivision Review

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

- Heisler Plan
 - Reviews of this three lot subdivision plan proposed off of Quigley Road were performed, and review letters dated 7 December 2023 and 15 December 2023 were sent to the Township

PLANNING, ZONING, AND CODE ENFORCEMENT REPORT

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

WEST DEER #1 VFC REPORT

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

Chief Wiegand reported he received word that VFC #3 received a \$200,000 GEDTF (Gaming Economic Development and Tourism Fund) grant for continued renovations to the fire station.

WEST DEER EMS REPORT

The Board received the West Deer EMS Report for the month of December 2023. A copy of the report is on file at the Township Building.

2024 BOARD/COMMISSION APPOINTMENTS

As of 31 December 2023, there are vacancies on the Planning Commission, Zoning Hearing Board, and The Parks and Recreation Board. Some of the applicants attended the reorganization meeting on 2 January 2024 to meet the Board of Supervisors and to introduce themselves.

PLANNING COMMISSION – TWO APPOINTMENTS

One members' term expired on 31 December 2023: Alan Banks.

Mr. Banks requested reappointment.

MOTION BY Supervisor Wiegand and SECONDED BY Supervisor Frey to appoint Alan Banks as a member of the Planning Commission for a four-year term to expire 31 December 2027. Motion carried unanimously 5-0.

The Board received a letter from Mark Schmidt stating that he has resigned from the Planning Commission effective 31 December 2023.

Mr. Schmidt's term expires 31 December 2025, so there is a vacancy to fill his unexpired term.

The Board received two letters of interest from David Harrison and Will Hilinski.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Smullin to appoint David Harrison as a member of the Planning Commission to fill the unexpired term of Mark Schmidt expiring 31 December 2025. Members voting yes: Mr. Hollibaugh, Mrs. Jordan, Mr. Smullin and Mr. Frey. Members voting no: Mr. Wiegand. Motion carried (four “yes” and one “no”).

ZONING HEARING BOARD – TWO APPOINTMENTS

One members’ term expired on 31 December 2023: Sean Parkinson.

Mr. Parkinson requested reappointment.

MOTION BY Supervisor Wiegand and SECONDED BY Supervisor Frey to appoint Sean Parkinson as a member of Zoning Hearing Board for a five year to expire on 31 December 2028. Motion carried unanimously 5-0.

The Board received a letter from Joe Gizienski stating that he has resigned from the Zoning Hearing Board effective 31 December 2023.

Mr. Gizienski’s term expires 31 December 2024, so there is a vacancy to fill his unexpired term.

The Board received a letter of interest from H. Nelson Crooks Jr., who is currently an alternate requesting to be appointed a full member.

The Township did not receive any other letters of interest.

Mr. Shook thanked Mr. Gizienski for his years of service. He recommended Mr. Crooks for the position due to his many years of experience.

MOTION BY Supervisor Frey and SECONDED BY Supervisor Wiegand to appoint H. Nelson Crooks Jr. as a member of Zoning Hearing Board to fill the unexpired term of Joe Gizienski expiring 31 December 2024. Motion carried unanimously 5-0.

PARKS & RECREATION BOARD – TWO APPOINTMENTS

The Board received emails from Taite Hopwood and Dave Kinniburgh stating they have resigned from the Parks & Recreation Board effective June 2023.

The Board did not receive any letters of interest.

ACCEPTANCE: RESIGNATION – PART-TIME POLICE OFFICER DAMIAN BRAND

The Board received a letter of resignation from Officer Damian Brand effective 14 January 2024.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to accept the resignation of Part-Time Officer Damian Brand and wish him the best of luck. Motion carried unanimously 5-0.

ACCEPTANCE: RETIREMENT – SERGEANT DARREN MIKUS

The Board received a formal notice of retirement from Sergeant Darren Mikus effective 26 January 2024.

Mrs. Jordan thanked Sergeant Mikus for his service.

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to accept the retirement of Sergeant Darren Mikus and wish him the best of luck. Motion carried unanimously 5-0.

ACCEPTANCE: RETIREMENT – OFFICER EDWARD NEWMAN

The Township received a formal notice of retirement from Officer Edward Newman effective 26 January 2024.

Mrs. Jordan voiced her appreciation for everything that Officer Newman has done for the Township.

Mr. Wiegand thanked Officer Newman for his years of service and for being instrumental in starting the first K-9 program for West Deer Township.

Chief Loper expressed his gratitude to both Officer Newman and Sergeant Mikus. He pointed out that they both served the Township and its residents for approximately thirty years. Chief Loper reported that Officer Newman started the first K-9 Program and Sergeant Mikus was one of the first members on the North Hills SRT as well as leading an investigating unit which really helped with many issues within the Township.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Hollibaugh to accept the retirement of Officer Edward Newman and wish him the best of luck. Motion carried unanimously 5-0.

ADOPTION: ORDINANCE NO. 454 (ZONING ORDINANCE & ZONING MAP)

ORDINANCE NO. 454

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, TO AMEND THE ZONING ORDINANCE AND THE ZONING MAP.

Mr. Robb announced that the Zoning Ordinance and Zoning Map would not be voted on. He explained in detail that the ordinance had some errors that were made during the drafting process and the Board was also considering some potential changes. Mr. Robb reported that another public hearing would be scheduled at a later date.

More discussion was held.

ADOPTION: ORDINANCE NO. 456 (ADOPTION OF COPPER CREEK TRAIL ROAD)

ORDINANCE NO. 456

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE FOLLOWING STREET IN THE COPPER CREEK PLAN: COPPER CREEK TRAIL; AND AMENDING ORDINANCE NO. 427 TO INCLUDE THE SAME.

Mr. Wiegand asked if it was typical to accept the road before the plan was completed.

Mr. Shoup reported the plan is essentially complete by noting the developer has installed the wearing course. He explained to Mr. Wiegand that the Township prohibits the placing of the wearing course until 90% of the homes are built.

Mr. Robb added as a condition of the acceptance, the roads are inspected and bonded with a maintenance bond prior to any road adoption requests.

More discussion was held.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to adopt the Ordinance No. 456 adopting Copper Creek Trail and amending Ordinance No. 427 to include the same. Motion carried unanimously 5-0.

APPROVAL: HIRING OF PART-TIME OFFICER(S)

The Board received a memorandum from Chief Loper recommending the hiring of Michael Seefeld and Kevin Vresh for the positions of Part-Time Police Officer.

Satisfactory background checks were performed on the applicants.

Officer Seefeld and Officer Vresh were present and introduced themselves, and Mrs. Jordan welcomed the Officers.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the hiring of Michael Seefeld and Kevin Vresh as Part-Time Police Officers of West Deer Township. Motion carried unanimously 5-0.

APPROVAL: MUNICIPAL POLICE COOPERATIVE AGREEMENT

The Board received the attached draft agreement from Sergeant Rob Petosky regarding the DUI Task Force.

Mr. Wiegand questioned if West Deer still managed and oversaw the DUI Task Force.

Chief Loper responded that Sergeant Petosky was the coordinator of the program.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Hollibaugh to approve the Municipal Police Cooperative Agreement as presented, and to authorize its execution by the Chairperson of the Board of Supervisors, the Township Manager, and the Chief of Police. Motion carried unanimously 5-0.

APPROVAL: PROMOTION OF TWO PART-TIME POLICE OFFICERS TO FULL-TIME OFFICERS

The process for promoting two current police officers from part-time to full-time status has been completed.

The Board received a memorandum from Chief Loper recommending the promotion of Officers Aaron Fuesting and Colin Kadlick to the position of Full-Time Police Officers.

Officer Fuesting and Officer Kadlick were present and reintroduced themselves.

Mr. Wiegand asked if the Police Department would be up to full staff if the two were hired.

Chief Loper answered for his department to operate he was in need of twenty officers – sixteen full-time and usually four part-time – so they would have the necessary full-time contingent, but would still need a couple more part-time officers.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the promotion of current Part-Time Police Officers Aaron Fuesting and Colin Kadlick to the position of Full-Time Police Officers effective January 26, 2024. Motion carried unanimously 5-0.

APPROVAL: TOWNSHIP MANAGER EMPLOYMENT AGREEMENT (REVISED)

As per the direction of the Board, a revised Employment Agreement with current Township Manager Daniel Mator was drafted.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to approve the revised Employment Agreement with Township Manager Daniel Mator as presented – effective immediately – and to authorize its execution by the Chairperson of the Board of Supervisors. Members voting yes: Mr. Hollibaugh, Mrs. Jordan, Mr. Smullin and Mr. Frey. Members voting no: Mr. Wiegand. Motion carried (four “yes” and one “no”).

DISCUSSION: FIRE TAX DISBURSEMENT PROTOCOL RESOLUTION

Mr. Mator outlined the Fire Tax disbursement regulations which culminated from a joint meeting between the fire companies and two supervisors for the fire companies and the public. He added that he received an email from one of the presidents with some suggestions and asked if there were any additional thoughts regarding the draft.

Mrs. Jordan stated that there was ongoing dialogue between the fire departments and the Township.

Mr. Wiegand asked who drafted the policy. Mr. Mator responded that he took the notes from the last public safety meeting and passed it on to the Solicitor for it to be drafted.

Mr. Wiegand voiced that he felt there was a mixing of different sources of revenue into this policy – such as volunteer relief funding – and that he felt that such funding should not have to be reported to the Board. He also added that he felt the draft policy was turning into a contract with the fire departments.

Mr. Mator replied that everything that was in the draft policy came from the joint meeting, and that all the items were agreed upon by those in attendance at that meeting. As an example he used the language regarding the volunteer relief funding to show how the group agreed to have it reported, but at an annual interval instead of the original language which would require monthly reports.

Mrs. Jordan repeated that the draft policy contained everything that was discussed, and she asked Mr. Frey, who was also present at that meeting, for his thoughts. Mr. Frey concurred that the terms outlined in the draft policy mirrored those discussed at the meeting.

More discussion was held.

DISCUSSION: PURCHASE OF FINANCIAL SOFTWARE

Mr. Mator recommended that with the hiring of Tracy Starr the financial software program for the Township be upgraded. After receiving a number of proposals and taking part in demonstrations, he requested an approval to purchase a new program with the budget capped at \$10,000.

More discussion was held.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Frey to approve at the cost not to exceed \$10,000 and upon approval of the form by the Township Manager and Township Solicitor. Motion carried unanimously 5-0.

NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

- Mr. Wiegand requested the Public Safety Committee meeting be held as a public forum so he could attend as the Chief of Fire Department #3.

The Board discussed holding the meeting the same day as the regular business meeting.

ANNOUNCEMENTS

- None

PUBLIC COMMENT (NON-AGENDA MATTERS OF GENERAL TOWNSHIP CONCERN)

- Rich Hollibaugh of Bakerstown Culmerville Road
 - Mr. Hollibaugh suggested after the Board makes a motion – but before an item is voted on – that the Board take questions from the public. He also brought up initiating a town hall meeting where residents could ask questions. Mrs. Jordan responded that the Township had scheduled town hall meetings in the past, but that they were not well-attended.
- Jack Rearick of Corbriwood Road
 - Mr. Rearick questioned how the executive sessions work with the Pennsylvania Sunshine Laws. Mr. Robb answered there were certain exceptions where the Board can meet to discuss different categories.

Mr. Rearick then asked how the Board approved agenda items without asking any questions. Mrs. Jordan responded by explaining that the Board receives the agenda/reports the Friday before the meeting so any questions can be asked prior to the meeting.

Additional discussion was held between Mr. Rearick and the Board.

- Tracy Adamik of West Deer Fire Department #1
 - Mr. Adamik, President of VFC #1, thanked the Board for working through the Fire Tax policies and holding off on their adoption until some additional details are worked out. He requested that – for the sake of efficiency and the convenience of the participants – the meetings between the fire companies and the Township continue as they have, and not as an additional public meeting. Mr. Adamik said he felt the policy was close to being completed, and that creating additional public meetings with additional meeting advertising costs was not necessary.

Mr. Anthony Creaturo, Chief of VFC #2, concurred and spoke in support of Mr. Adamik's position.

Mrs. Jordan announced that the meeting will stay scheduled as intended with Mr. Frey and herself meeting with the fire departments, and asked Mr. Mator to arrange another meeting between the groups.

ADJOURNMENT

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to adjourn at 8:23p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager

8A

MONTHLY FINANCIAL REPORT

A) FINANCE OFFICER'S REPORT

ATTACHED IS THE FINANCE OFFICER'S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE MONTHLY FINANCIAL REPORT?

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

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

FINANCE OFFICER'S REPORT

January 31, 2024

I - GENERAL FUND:

	<u>January</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,443,666.45	1,443,666.45	13.38%
Expenditures	966,031.24	966,031.24	8.95%

Cash and Cash Equivalents:

Sweep Account

746,337.06

746,337.06

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

75,608.25

Fire Tax Fund:

Restricted

20,813.30

State/Liquid Fuels Fund:

Restricted

802.82

97,224.37

Investments:

Operating Reserve Fund:

Reserved

1,049,118.77

Capital Reserve Fund:

Reserved

944,266.82

1,993,385.59

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

Capital Project Fund

Reserved

4,578,300.37

4,578,300.37

TOTAL CASH BALANCE 1/31/24

7,415,247.39

Interest Earned January 2024

32,590.34

	<u>1/1/2043</u>	<u>January</u>	<u>1231/2024</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	39,014.52	\$ 2,607.94	36,474.68
NexTier Bank VFC #2	354,955.19	\$ 2,680.96	353,419.46

INTEREST EARNED - 2024

	<u>JANUARY</u>	<u>YTD</u>
GENERAL FUND	\$1,953.47	\$1,953.47
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.23	\$0.23
OPERATING RESERVE	\$3,707.69	\$3,707.69
CAPITAL PROJECT FUND	\$22,025.17	\$22,025.17
STATE FUND	\$802.82	\$802.82
CAPITAL RESERVE	\$4,100.96	\$4,100.96
TOTAL INTEREST EARNED	<u>\$32,590.34</u>	<u>\$32,590.34</u>

8B

B) LIST OF BILLS

ARE THERE ANY QUESTIONS REGARDING THE 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	NAYS
MR. WIEGAND	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MR. HOLLIBAUGH	_____	_____	_____	_____
MR. SMULLIN	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2024 thru 02/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name:	AMERIKOHL AGGREGATES INC			6062.22			6062.22			
Name:	AMERIKOHL TRANSPORT INC			4947.62			4947.62			
Name:	BEARCOM			292.47			292.47			
Name:	HEI-WAY, LLC			687.15			687.15			
Name:	JORDAN TAX SERVICE, INC.			4437.90			4437.90			
Name:	MRM TRUST WORKERS COMP FUND			24305.05			24305.05			
Name:	OFFICE DEPOT			465.46			465.46			
Name:	SEI CORPORATE HEADQUARTERS			802.08			802.08			
Name:	SHOUP ENGINEERING INC.			1677.50			1677.50			
Name:	TRISTANI BROTHERS, INC.			1448.87			1448.87			
Name:	TUCKER/ARENSBERG ATTORNEYS			7849.78			7849.78			
FINAL TOTALS:				52976.10			52976.10			

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2024 thru 02/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00106	JORDAN TAX SERVICE, 403.140	1-C-#112	01/16/2024	4437.90	02/15/2024	01/19/2024	4437.90			*
Delinquent R E Tax Commission 0124										
Name: JORDAN TAX SERVICE, INC.										
00325	MRM TRUST WORKERS CO 486.354	2324PRJ1816	02/15/2024	24305.05	02/15/2024	02/09/2024	24305.05			*
Install 3 of 4:workmen's Comp0224										
Name: MRM TRUST WORKERS COMP FUND										
00657	OFFICE DEPOT 410.210	346699346001	01/18/2024	8.64	02/15/2024	01/23/2024	8.64			*
Pol: Office Supplies										
00657	OFFICE DEPOT 410.210	346709831001	01/18/2024	45.98	02/15/2024	01/23/2024	45.98			*
Pol: Office Supplies										
00657	OFFICE DEPOT 410.210	350029818001	01/19/2024	14.97	02/15/2024	01/29/2024	14.97			*
Police: Office Supplies										
00657	OFFICE DEPOT 410.210	350030303001	01/19/2024	34.71	02/15/2024	01/23/2024	34.71			*
Pol: Office Supplies										
00657	OFFICE DEPOT 410.210	350030303002	01/27/2024	4.99	02/15/2024	02/05/2024	4.99			*
Police: Office supplies										
00657	OFFICE DEPOT 406.210	351628718001	01/24/2024	76.52	02/15/2024	01/29/2024	76.52			*
Office supplies										
00657	OFFICE DEPOT 409.226	351628718001	01/24/2024	147.53	02/15/2024	01/29/2024	147.53			*
Cleaning Supplies										
00657	OFFICE DEPOT 409.226	352153896001	02/01/2024	132.12	02/15/2024	02/05/2024	132.12			*
Cleaning Supplies										
Name: OFFICE DEPOT										
00074	SEI CORPORATE HEADQU 430.374	18073783	01/17/2024	765.60	02/15/2024	01/18/2024	765.60			*
Road: Receiver/stand assy/blad0124										
00074	SEI CORPORATE HEADQU 430.374	18073870	01/18/2024	36.48	02/15/2024	01/22/2024	36.48			*
Road: fuse 100 amp										
Name: SEI CORPORATE HEADQUARTERS										
00830	SHOUP ENGINEERING IN 408.319	24-040	01/31/2024	82.50	02/15/2024	02/02/2024	82.50			*
Eng: Ridgewood Heights										

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2024 thru 02/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00830	SHOUP ENGINEERING IN 408.319 Eng: Heisler Plan	0124	24-041 01/31/2024	82.50 02/15/2024	02/02/2024		82.50		*	
00830	SHOUP ENGINEERING IN 408.319 Eng: Alexandrunas Plan	0124	24-042 01/31/2024	220.00 02/15/2024	02/02/2024		220.00		*	
00830	SHOUP ENGINEERING IN 408.319 Eng: Rose Ridge	0124	24-043 01/31/2024	110.00 02/15/2024	02/02/2024		110.00		*	
00830	SHOUP ENGINEERING IN 408.319 Eng: Kingston Plan	0124	24-045 01/31/2024	27.50 02/15/2024	02/02/2024		27.50		*	
00830	SHOUP ENGINEERING IN 408.319 Eng: Hayden-McCown Plan	0124	24-046 01/31/2024	27.50 02/15/2024	02/02/2024		27.50		*	
00830	SHOUP ENGINEERING IN 408.313 Eng: Miscellaneous	0124	24-047 01/31/2024	1127.50 02/15/2024	02/02/2024		1127.50		*	
Name: SHOUP ENGINEERING INC.										
00067	TRISTANI BROTHERS, I 430.374 Road:Peterbilt:air governor/sh0124		240111 01/31/2024	263.69 02/15/2024	02/09/2024		263.69		*	
00067	TRISTANI BROTHERS, I 430.374 Road:F550:Spreader repairs	0124	240112 01/31/2024	985.18 02/15/2024	02/09/2024		985.18		*	
00067	TRISTANI BROTHERS, I 430.374 Road:Peterbilt:change spreader0124		240113 01/31/2024	200.00 02/15/2024	02/09/2024		200.00		*	
Name: TRISTANI BROTHERS, INC.										
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:Retainer	0124	664977 01/31/2024	500.00 02/15/2024	02/08/2024		500.00		*	
00813	TUCKER/ARENSBERG ATT 404.111 Legal:Rose Ridge-PRD	0124	664978 01/31/2024	288.00 02/15/2024	02/08/2024		288.00		*	
00813	TUCKER/ARENSBERG ATT 404.111 Legal:Deer Creek Inter-Land/Ap0124		664979 01/31/2024	238.00 02/15/2024	02/08/2024		238.00		*	
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: General	0124	664980 01/31/2024	6456.28 02/15/2024	02/08/2024		6456.28		*	
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:2024 Litigation0124		664981 01/31/2024	367.50 02/15/2024	02/08/2024		367.50		*	

By Name
Cutoff as of: 12/31/9999

Due Dates: 02/15/2024 thru 02/15/2024

Vendor	Name/Desc	Acct#/proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name:	TUCKER/ARENSBERG ATTORNEYS			7849.78			7849.78			

FINAL TOTALS:

52976.10

52976.10

9

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: February 13, 2024

Attached is the Officer's Monthly Report for January 2024.

JB

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

OFFICER'S MONTHLY REPORT
January 2023

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
EVENT REPORTS	188	0	188
INCIDENT REPORTS- REPORTABLE	17	0	17
ALL OTHER CALLS	417	0	417
TOTALS CALLS FOR SERVICE	622	0	622
 <u>ARRESTS</u>			
ADULT	2	0	2
JUVENILE	0	0	0
TRAFFIC CITATIONS	6	0	6
NON TRAFFIC CITATIONS	4	0	4
PARKING CITATIONS	0	0	0
WARNINGS	34	0	34
 <u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	2	0	2
 <u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	8,334	0	8,334
GALLONS OF GASOLINE USED	751.9	0.00	751.9
REPAIRS/MAINTENANCE	0.00	0.00	0.00
 <u>OVERTIME PAID</u>			
COURT (OFF DUTY)	33	0.00	33
PRELIMINARY HEARINGS	0	0.00	0
PRETRIAL	0	0.00	0
INVESTIGATIONS	1	0.00	1
ARRESTS	17	0.00	17
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	24	0.00	24
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	14	0.00	14
TOTAL HOURS	89	0.00	89

Points of Interest

January 2024

Budget Figure YTD – 13.98 %

Chief Robert Loper

- January 4- Interview held with potential part time police officer applicant. (Dep. Chief Burk attended)
- January 9- Interview held with potential part time police officer applicant. (Dep. Chief Burk attended)
- January 18- Attended meeting with Deer Lakes Superintendent. (Dep. Chief Burk attended)
- January 31- Meeting with Fire Chief Raynovich and President Adamik. (Dep. Chief Burk attended)

Deputy Chief Timothy Burk

- January 3- Attended meeting regarding Ridgewood Heights Plan.
- January 18- Attended meeting with Assistant Principal of DL Middle School.
- January 18- Attended meeting with Guidance Counselor of DL Middle School.
- January 23- Attended Deer Lakes Admin Meeting.
- January 26- Attended Deer Lakes Admin Meeting.
- January 29- Performed car seat installation for a resident.
- January 30- Attended meeting with Township Assistant Manager.
- January 31- Attended Deer Lakes School Administrative Meeting.

K9 Officer Trevor Elza

- January 2- Training held at Ross Twp. Annex on narcotics detection, aggression and obedience work, as well as hard surface tracking.
- January 9- Training held at Rock Airport on narcotics detection.
- January 16- Training held in Port Authority Garage on narcotics, and building and bus search.
- January 23- Training at Butler Middle School on narcotics, obedience, and elevator acclimation.
- January 30- Training at Ross Twp. Annex on narcotics, tracking, and aggression.

Sergeant Petosky & Officer Fedunok

- January 25- Training held at Hampton Township Range. Training was held on ballistics with vehicles. Operators also worked on various trainings with weapons, as well as reviewing medical necessities in the field.

EMA- Sergeant Shurina

- No Report.

Deer Lakes School District

- January 2- Officer Elza provided general security for the Girls basketball game vs Ligonier Valley.
- January 5- Officers Vulakovich, Dobransky, Lindner, and Kadlick provided general security for the Boys basketball game vs Burrell.
- January 11- Sergeant Shurina provided general security for the Girls basketball game vs Shady Side.
- January 12- Officers Evan and Fedunok provided general security for the Boys basketball game vs Valley.
- January 29- Officer Kadlick provided general security for the Girls basketball game vs Mt. Pleasant.
- January 30- Administrative Assistant Borczyk attended 3 hour Notary Reappointment training.

Misc. Details

- January 5- Officer Fedunok and Administrative Assistant Borczyk performed a mobile notary service for a handicapped resident.
- January 8 thru 12- Officer Fedunok attended NASRO training as required to work in the DL Schools.
- January 22- All officers attended CPR/ First Aid Recertification Training instructed by West Deer EMS Chief Humes.
- January 24 & 25- Officers Trocki, Elza, and Rigous attended mandatory Updates training.
- January 29 & 30- Sergeant Petosky and Officer Dobransky attended mandatory Updates training.
- January 30- Administrative Assistant Borczyk attended an online notary renewal training course.

Communications

- January 16- Received letter thanking Officer Elza and K9 Midas for assisting in clearing Butler County Prison. See attached.
- January 17- Received card thanking Officer Fuesting for his professionalism and kindness. See attached.
- January 26- Received card thanking the on duty officers (Fuesting, Trocki, Lindner) for their response time and thoughtfulness. See attached.

Michael Slupe,
Chairman
Sheriff

Richard Goldinger,
Vice Chairman
District Attorney

Benjamin Holland,
Secretary
Controller

PRISON BOARD OF INSPECTORS

PENNSYLVANIA



Beau Sneddon, Warden

Leslie Osche
County Commissioner

Kimberly Geyer
County Commissioner

Kevin Boozel
County Commissioner

Judge Joseph Kubit
Court of Common Pleas

West Deer Police Department
c/o Bob Loper, Chief of Police
109 E Union Rd
Cheswick, Pa 15024

RECEIVED
JAN 16 2024
WEST DEER
TOWNSHIP POLICE

January 10, 2024

Chief Loper,

Please accept this letter as an expression of our sincerest gratitude for the assistance we received from K9 Officer Trevor Elza and K9 Officer Midas. On Friday, September 22, 2023 K9 Officer Elza and K9 Midas assisted the Butler County Prison in an effort to locate and eliminate contraband from within the facility. Due to the time sensitive nature of the information we received, it was imperative that we acted swiftly. K9 Officer Elza and K9 Midas selflessly offered up their services on short notice to assist us in this endeavor. We are truly grateful for the collaborative effort and look forward to the opportunity to work together again.

Respectfully,

A handwritten signature in blue ink, appearing to read "Beau Sneddon".

Beau Sneddon
Warden

A handwritten signature in blue ink, appearing to read "Jennifer Passarelli".

Jennifer Passarelli
Deputy Warden

WEST DEER
TOWNSHIP POLICE

JAN 17 2024

RECEIVED

Officer Brown,

Thank you so much for
your assistance on January 8th
with our neighbor, Diane Douglas.
Your kindness and professionalism
are greatly appreciated. Your job is
difficult no matter what the
circumstances.

Be safe.

Sincerely,
Richard & Wendy Bartkowski



THANK YOU

Wanted To Thank whichever
-policemen responded to 18 Ramsey R
on Saturday Nov. 9th. @ 7:00 P.M.

Even though my husband passed away, your
response time & thoughtfulness meant so much
to myself & my family.

Thank you

Elly Carson Family

(FUESTING, TROCKI, LINDNER)

10

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?

2024
MONTHLY REPORT FOR JANUARY
PUBLIC WORKS DEPARTMENT

ROADS

- Berm Henry Road.
- Fill berm with #1 stone on Henry Road.
- Clean up tree on Fawn Haven Road.
- Patch holes on various Township alleys.
- Snow removal.
- Clean drains – patch roads.
- Clean out ditch on Henry Road with backhoe.

TRUCKS & EQUIPMENT

- Replace fittings for plow.
- Wash trucks after snow removal.
- Grease trucks.
- Replace plow bracket on truck #6.
- Change oil, filter & air filter on 305 excavator.
- Grease high-lift.
- Replace fuse box on JCB skid steer.

MISCELLANEOUS

- Cutting trees at park for new parking lot.
- Haul out trees, brush, stumps, and logs for parking lot.
- Fix mailboxes on Grubbs & Shuster Roads.
- Push up salt.
- Rehang Veterans Banners.
- Install lights @ Nike Site.
- Refill ice rink and open ice rink.
- Replace Donaldson Road & Woodlands Trial Road signs.
- Haul infield dirt from school to park.
- Take Peterbilt truck to Hunter's for regeneration problem.
- Haul stone #1's and reclaim to park for parking lot.
- Grade for new parking lot.

PA1 Calls

81

OT

241.50 hrs
(Snow removal)


Frederick Reekie Date 2-5-24

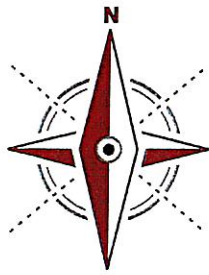
1

1

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 60 YEARS
329 Summerfield Drive, Baden, PA 15005
Phone: 724-869-9560
info@shoupengineering.com

2024 ENGINEER'S REPORT
WEST DEER TOWNSHIP
Prepared February 8, 2024

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – January 17, 2024

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. Steel framing of the building is ongoing.
- Bairdford Park – The main project was 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 has also been substantially completed. Work on the handicapped ramp to the pavilion has been completed. Jeffrey and Associates recently installed benches at the sports courts. Shrock Fencing is scheduled soon to install fencing at the sports courts.

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

- Heisler Plan – Reviews of this three-lot subdivision plan proposed off of Quigley Road were performed and review letters dated December 7, 2023 and December 15, 2023 were sent to the Township.

Respectfully Submitted,
SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer

12

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 February 21, 2024
January 2024 Reporting

1. Issued 31 Occupancy Permits.
2. Issued 17 Building Permits.
3. Code Enforcement issued 3 Violations.
4. Code Enforcement issued 0 Citations.
5. Code Enforcement had 1 Court Visit. (Resident failed to Attend.)
6. Code Enforcement issued 0 Salvage Licenses.
7. PCS Performed/ Issued 32 Building Inspections.
8. See February 2024 Project Status Report.
9. Planning Commission Meeting was held in January 2024.
10. No Zoning Hearing Board was held in December 2023.

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PARKS AND RECREATION BOARD REPORT

ATTACHED IS THE PARKS AND RECREATION BOARD REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

Parks & Recreation Report

February 21st, 2024

Proposed 2024 Events (these are subject to change)

- March 24th - Egg Hunt at Bairdford Park
- May 21st - Food Truck Event at Nike Site
- June 7th - Movie in the Park at Bairdford Park
- June 18th - Food Truck Event at Nike Site
- July 12th - Movie in the Park at Bairdford Park
- July 16th - Food Truck Event at Nike Site
- August 2nd - Movie in the Park at Bairdford
- August 10th - Hunter/Trapper Safety Course at VFD #3
- August 20th - Food Truck Event at Nike Site
- September 14th - 15th - West Deer Festival at Bairdford Park
- TBD - Breakfast with Santa at #1 VFD
- TBD - Senior Picnic
- TBD - Family Fishing Day

14

WEST DEER #1 VFC REPORT

ATTACHED IS WEST DEER # 1 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

January 2024

15 calls in West Deer

Replaced controller for light tower on rescue

Annual fire extinguisher inspection

Annual SCBA's flow testing

Both engines state inspection

8 SCBA cylinders need Hydro tested

Held in house training on 1/23 and 1/30

Hazmat class scheduled for April

ESI to Service rescue tools in February

Roof in social hall and back entrance is leaking

2 hall rentals

15

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

Station email: westdeer289@gmail.com

Chief: anthonycreaturo@gmail.com

Fire Chiefs Report

February 2024

- Total Documented Calls For The Month
 - (15) Total Calls
 - (15) In West Deer
- Type
 - (1) Residential Fire Alarm
 - (4) Commercial Fire Alarm
 - (1) Residential Fire
 - (1) Motor Vehicle Crash
 - (1) Wires Down
 - (1) Rescue
 - (2) Gas In A Structure
 - (1) Natural Gas Outside
 - (1) CO Call
 - (1) Brush Fire
 - (1) EMS Assist
- Scheduled Events For The Month
 - 2/6 In house training / Line officer meeting
 - 2/8 Regular Business Meeting
 - 2/13 State certified patient care class / Monthly truck checks
 - 2/20 F 500 Foam Presentation
 - 2/27 Inspection of Rescue-Engine at Keystone, truck should be done by march
- Miscellaneous Reporting
 - 2024 Can Am Defender UTV ordered at a cost of 49,853.00
 - New rope rescue equipment came in at a cost 4,000.00
 - Completed Air Monitoring Class
 - Chassis for new brush truck due in
 - Purchased a used mobile radio for new UTV cost of 1800.00
 - All gear from FEMA grant is in and distributed
 - Trying to schedule 1 state certified class per month. Patient Packaging & Movement, Pumps 1&2, Fire Dynamics, UTV Evoc type class, Confined Space

Anthony M Creaturo Sr.
Fire Chief
WDVFD # 2

16

WEST DEER #3 VFC REPORT

ATTACHED IS THE WEST DEER #3 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer Twp. VFC # 3
FIRE CHIEF'S REPORT
February 2024

Call Report for January total calls - 73

42 - QRS Calls

31 - Fire Calls

1 - Commercial Structure Fire

4 - Commercial Fire Alarm

3 - Residential Structure Fire

5 - Residential Fire Alarm

4 - MVC

1 - Physical Rescue

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

5 - Natural Gas

1 - False Call

1 - Brush Fire

2 - CO Incidents

20 - West Deer

8 - Richland

1 - Hampton

1 - Shaler

1 - Pine

17 - 0500-1700

14 - 1700-0500

- Equipment/truck checklists – Meters were calibrated (Engine meter failed), Truck Checklists were completed

Upcoming events:

- 2/13 – Training (Equipment Review)
- 2/20 – Training (CO Response)
- 2/27 – Work Detail (Golf Bash Setup)
- 3/1 – Golf Bash
- 4/9 – Hazmat Operations Refresher
- 22 Firefighter physicals were completed, 12 firefighters still need to schedule physicals (\$21,980)
- State BLS protocol updates were posted and need completed
- 4 new FF recruits started training at ACFA
- FF text books ordered for new recruits (\$946.82)
- Kurt Dunbar, Linda Dunbar, and Jacob Wiegand completed Hazmat Awareness at BCCC
- SCBA harness batteries changed
- Engine discharge plumbing replaced, Electric plug cover replaced
- Engine driver side wheel well damaged by wheel chock, replacement parts ordered
- Ford Explorer command vehicle permanent OOS, needs a new transfer case
- GEDTF grant received for phase 2 of renovation \$200,000
- OSFC grant received for \$16,951.99
- 2023 ACT 13 Unconventional Gas Well Grant was denied

Respectfully submitted by:

Josh Wiegand, Fire Chief

17

WEST DEER EMS REPORT

ATTACHED IS THE WEST DEER EMS REPORT.

ARE THERE ANY QUESTIONS REGARDING THIS REPORT?



WEST DEER

EMERGENCY MEDICAL SERVICE, INC.

101 East Union Road • Cheswick, PA 15024

Phone: (724) 265-4750 • (724) 265-3033

Fax: (724) 265-0003

www.westdeerems.com



February 16, 2024

West Deer EMS January Report

- Totals requests for service were 254, the most ever. With the dissolution of Seneca EMS, we were asked to step in to cover their section of Indiana township. 240 of the requests were covered by West Deer EMS. Only 13 requests total required mutual aid, with only 8 in West Deer.
- Income for January was \$70,917. Expenses totaled \$76,815. The expenses were expected to be high due to the addition of a second crew 16 hours per day.
- We completed the CPR and First Aid recertifications for all West Deer Township Police Officers.
- We were made aware that our new ambulance will begin production early in the 2nd quarter of 2024, which should put delivery during the summer.
- We are in talks with No Offseason Sports to provide medical coverage for all of their large events, including the concerts that have been recently announced.

Respectfully

William P. Humes

William Humes
Executive Director

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ADOPTION: RESOLUTION 2024-1 (ALEXANDRUNAS SEWER PLANNING MODULE)

RESOLUTION NO. 2024-1

RESOLUTION NO. 2024-1 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE ALEXANDRUNAS PLAN

(SEE ATTACHED)

MR. SHOUP REVIEWED THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION PLANNING MODULE DOCUMENTS AND FOUND THE PLANNING MODULE TO BE IN PROPER ORDER. MR. SHOUP THEREFORE RECOMMENDED THAT IT BE APPROVED BY THE TOWNSHIP.

MR. SHOUP.....

ARE THERE ANY QUESTIONS REGARDING THE RESOLUTION?

DO I HAVE A MOTION TO ADOPT RESOLUTION 2024-1 APPROVING THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE ALEXANDRUNAS PLAN?

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



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code No.

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution # 2024-1

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of West Deer
(TOWNSHIP) (BOROUGH) (CITY), Allegheny COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Adam Alexandrunas
land developer has proposed the development of a parcel of land identified as

The Alexandrunas Plan
name of subdivision, and described in the attached Sewage Facilities Planning Module, and

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☐ sewer extension, ☐ new treatment facility, ☒ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify). _____

WHEREAS, West Deer Township
municipality finds that the subdivision described in the attached

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (~~Commissioners~~) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of West Deer hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, West Deer Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2024-1, adopted, February 21, 2024.

Municipal Address:

West Deer Township109 East Union RoadCheswick, PA 15024Telephone 724-265-3680

Seal of

Governing Body



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)

Date _____

Pennsylvania DEP

400 Waterfront Drive

Pittsburgh, PA 15222

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Parker Consults

Soil Scientist

for Alexandrunas Plan

(Name)

(Title)

a subdivision, commercial, or industrial facility located in West Deer Township

(Name)

Allegheny

County.

(City, Borough, Township)

Check one

- ☒ (i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed ☒ revision ☐ supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is ☒ adopted for submission to DEP ☐ transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

- ☐ (ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

Check Boxes

- ☐ Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- ☐ The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- ☐ Other (attach additional sheet giving specifics).

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Resolution of Adoption | <input type="checkbox"/> 3 Sewage Collection/Treatment Facilities | <input checked="" type="checkbox"/> 4A Municipal Planning Agency Review |
| <input checked="" type="checkbox"/> Module Completeness Checklist | <input type="checkbox"/> 3s Small Flow Treatment Facilities | <input type="checkbox"/> 4B County Planning Agency Review |
| <input checked="" type="checkbox"/> 2 Individual and Community Onlot Disposal of Sewage | | <input checked="" type="checkbox"/> 4C County or Joint Health Department Review |

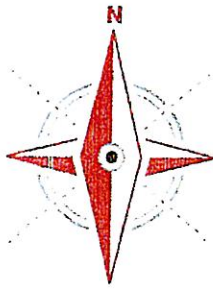
Daniel J. Mator Jr.

Municipal Secretary (print)

February 21, 2024

Signature

Date



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

January 19, 2024

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

Via Email

Re: Alexandrunas Plan of Lots
Sewage Facilities Planning Module

Dear Mr. Shook,

I have reviewed the Sewage Facilities Planning Module submitted for the above referenced subdivision plan and have found the same to be properly prepared and complete.

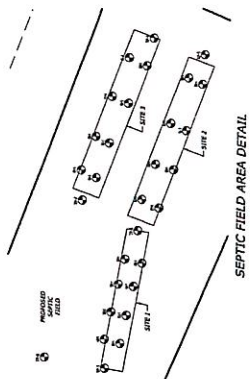
I am therefore in a position to recommend that the Township Board of Supervisors adopt the enclosed resolution approving the planning module.

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

[illegible]

AREA TABLE		
BLOCK & LOT	ACRES	SQUARE FEET
2302-L-48	21.051	918,978
LOT 1	5.500	233,580
LOT 2	15.623	654,407
SANDY HILL RD RW	0.528	22,991
TOTAL	21.051	918,978

Note: Proposed lots shown herein are per Alexandria's Plan of Local Government, as revised 10/11/2023, currently in review for approval by West Deer Township.

NO.	DATE	REVISIONS	
		DESCRIPTION	BY
1	11/09/23	ORIGINAL SUBMITTAL	WJM

	
SURVEYORS & ENGINEERS, LLC Surveyors • Engineers • Site Planners 375 Northgate Drive Raleigh, NC 27603 Ph: (724) 934-2810 Fax: (724) 934-2811 mdmsurvey@mdmllc.com	

PLANNING MODULE PLOT PLAN

FOR SUBDIVISION OF TAX PARCEL NO. 2382-L-18
PROPERTY OF ADAM ALEXANDRUNAS
4085 Sandy Hill Road

4085 Sandy Hill Road
West Deer Township, Allegheny County, Pennsylvania

November 9, 2023

MDM PROJECT NO. 9978 PM



19

**ADOPTION: RESOLUTION 2024-2 (FIRE TAX DISBURSEMENT
POLICY)**

RESOLUTION NO. 2024-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, ADOPTING A
POLICY FOR DISTRIBUTION OF FIRE TAX FUNDS

ATTACHED IS A COPY OF RESOLUTION NO. 2024-2.

ARE THERE ANY QUESTIONS REGARDING THE RESOLUTION?

DO I HAVE A MOTION TO ADOPT RESOLUTION NO. 2024-2 ADOPTING
A POLICY FOR DISTRIBUTION OF FIRE TAX FUNDS?

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

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

RESOLUTION NO. 2024-2

**A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, ADOPTING A POLICY FOR DISTRIBUTION OF FIRE
TAX FUNDS**

WHEREAS, by Ordinance No. 455 enacted 20 December 2023, the Township of West Deer (the "Township") established a Fire Tax for the year 2024 to be levied at one-half (0.5) mills; and

WHEREAS, the revenues generated by the Fire Tax will be distributed to the Township's Volunteer Fire Companies and must be expended in accordance with applicable laws, including the Home Rule Charter and Optional Plans Law and the Second Class Township Code; and

WHEREAS, to ensure compliance with all applicable laws and to ensure the future efficacy of fire protection in West Deer, the Township desires to implement a policy, titled "Policy for Fire Tax Expenditures," consisting of guidelines, requirements, and procedures to be followed by the Township's Volunteer Fire Companies to receive a distribution of Fire Tax funds; and

WHEREAS, the Township further desires to repeal and replace its existing policy, contained in Resolution No. 2007-6 and adopted on 21 February 2007, with the new policy adopted by this Resolution.

NOW, THEREFORE, it is hereby RESOLVED by the Board of Supervisors of the Township of West Deer as follows:

1. The Township adopts the Policy for Fire Tax Expenditures (the "Policy"), a copy of which is attached to this Resolution as **Exhibit A** and which Policy is incorporated herein by reference. The Policy shall be the Township's official policy regarding the expenditure of funds generated by the Fire Tax for 2024 and future years until the Policy is amended by the Board of Supervisors.
2. Resolution No. 2007-6, adopted by the Township on 21 February 2007, is repealed and replaced in its entirety by this Resolution and Policy.
3. Any other resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.
4. If any provision of this Resolution is found to be illegal or unconstitutional by a court of competent jurisdiction, the other provisions of this Resolution shall remain in full force and effect.
5. This Resolution shall become effective upon adoption by the Board of Supervisors.

DULY ADOPTED this 21st day of February 2024, by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Beverly Jordan, Chairperson
Board of Supervisors

EXHIBIT A

POLICY FOR FIRE TAX EXPENDITURES

PURPOSE

The Township of West Deer (hereinafter the "Township") desires to implement the within Policy to establish certain guidelines, requirements, and procedures for the expenditure of revenues generated by the Township's Fire Tax and distribution of said funds to the Volunteer Fire Companies (hereinafter the "VFC's") that serve the Township and its residents for the purpose of fire protection within the Township. The Fire Tax funds collected by the Township will be distributed on an annual basis equally to each of the VFC's that serve the Township.

A. Financial Reports

Each VFC must submit the following to the Township:

1. Quarterly and year-to-date financial reports fifteen days after the close of each calendar-year quarter (e.g., April 15th for the first quarter);
2. A Volunteer Firefighter Relief Association (VFRA) financial report by January 15th for the previous calendar year; and
3. Account balance reports in the form of an annual balance sheet for each account by January 15th for the previous calendar year.

B. Monthly Activity Reports

Each VFC must submit to the Township monthly activity reports detailing the number and types of calls received by the VFC, and any major events/news of the VFC. These reports are due on the Thursday prior to every regular business meeting of the Board of Supervisors.

C. Bills Paid

The Township will pay any bill submitted by a VFC which relates to firefighting operations of the VFC, provided the VFC is compliant with this Policy.

The Board of Supervisors reserves the right to refuse to pay an invoice if any signatory questions the expenditure and the Board determines that the invoice is clearly outside of what is contemplated by the Fire Tax funding initiative.

D. Capital Improvements

For capital improvements or purchases in excess of One Hundred Thousand Dollars (\$100,000.00), a VFC is required to notify the Township Manager, and the VFC must also inform the Board of Supervisors of the rationale behind such an expenditure at a public regular business meeting of the Board prior to such purchases being made or construction commencing.

E. Non-Compliance

If any report described in Sections A or B of this Policy is not received by the Township within thirty (30) days of a deadline, a warning shall be issued by the Township to the non-compliant VFC. If any such report is not received by the Township within sixty (60) days of a deadline, no payments will be made by the Township on behalf of the VFC until that VFC submits the required report(s).

Any funds not expended due to non-compliance shall be held in the Fire Tax Fund for future distribution by the Board of Supervisors as part of the annual budgeting process solely for the purpose of fire protection.

20

ADOPTION: RESOLUTION 2024-3 (RACP RESOLUTION)

RESOLUTION NO. 2024-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, SETTING ASIDE \$1,500,000 IN RESERVE FUNDS TO SERVE AS RACP INTERIM FUNDING/BRIDGE FUNDING FOR THE MUNICIPAL BUILDING CONSTRUCTION

ATTACHED IS A COPY OF RESOLUTION NO. 2024-3.

ARE THERE ANY QUESTIONS REGARDING THE RESOLUTION?

DO I HAVE A MOTION TO ADOPT RESOLUTION NO. 2024-3 SETTING ASIDE \$1,500,000 IN RESERVE FUNDS TO SERVE AS RACP INTERIM FUNDING/BRIDGE FUNDING FOR THE MUNICIPAL BUILDING CONSTRUCTION?

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

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

RESOLUTION NO. 2024-3

**A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, SETTING ASIDE \$1,500,000 IN RESERVE FUNDS
TO SERVE AS RACP INTERIM FUNDING/BRIDGE FUNDING FOR THE MUNICIPAL
BUILDING CONSTRUCTION**

WHEREAS, West Deer Township (“the Township”) has received a RACP award of \$1,500,000 for its Municipal Complex Construction project (the “Capital Project”); and

WHEREAS, the Township has completed a Bond Issue in the aggregate principal amount of \$7,523,883 and known as General Obligation (Limited Tax) Bonds, Series of 2023, with the proceeds thereof to be applied to the Capital Project; and

WHEREAS, at closing of the General Obligation (Limited Tax) Bonds, Series of 2023, \$7,523,883 was deposited into the West Deer Township – Capital Project Fund PLGIT (Project Fund) Account (00005663107); and

WHEREAS, the Township was awarded a Commonwealth LSA Grant of \$1,000,000, and also set aside approximately \$1,000,000 from the Township’s Capital Reserve Fund for use toward the Capital Project.

NOW, THEREFORE, it is hereby RESOLVED that the proceeds of the General Obligation Bond Sale (\$7,523,883) and the LSA Grant (\$1,000,000) are to be used as required for the matching funds for the Capital Project.

IT IS FURTHER RESOLVED by the Board of Supervisors of the Township of West Deer to make available \$1,500,000 in West Deer Township Operating Reserve funds to be used as RACP interim/bridge funding, with the funds being primarily held in and paid from, if necessary, the Township’s Operating Reserve Bank Account #10-6835-0474 – with a copy of the account statement for 29 December 2023 attached as **Exhibit A**.

DULY ADOPTED this 21st day of February 2024, by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Beverly Jordan, Chairperson
Board of Supervisors

Premium Business Money Market

PNC Bank



For the Period 12/01/2023 to 12/29/2023

Primary Account Number: [REDACTED]

Page 1 of 2

Number of enclosures: 0

WEST DEER TOWNSHIP
OPERATING RESERVE
109 E UNION RD
CHESWICK PA 15024-1719

For 24-hour banking sign on to
 PNC Bank Online Banking on pnc.com
FREE Online Bill Pay

For customer service call 1-877-BUS-BNKG
PNC accepts Telecommunications Relay Service (TRS)
calls.
Para servicio en español, 1-877-BUS-BNKG

Moving? Please contact your local branch

☒ Write to: Customer Service
PO Box 609
Pittsburgh, PA 15230-9738
 Visit us at PNC.com/smallbusiness

IMPORTANT ACCOUNT INFORMATION

Effective JANUARY 1, 2024, charges for certain Treasury Management services will change. The impact of these changes on your business will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earnings Credit for your account.

Treasury Management services, which may be subject to change, include Automated Clearing House (ACH), Cash Logistics, Cash Flow Insight, Account Reconciliation, Direct to Debit, Electronic Data Interchange (EDI), ePayments, Integrated Payables, Integrated Receivables, Invoice Automation, PINACLE, PayerExpress, Print Mail, Purchase Card, Real Time Payments, Remote Deposit, Wire Transfer services.

We would be happy to review with you the changes that are applicable to your account and discuss other services or options that may address the evolving needs of your business. Current Treasury Management charges are listed on your monthly statement, if applicable.

If you are interested in a review, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518.

IMPORTANT INFORMATION FOR DEBIT CARD CUSTOMERS

Please review the limits below for PNC debit cards. Effective January 9, 2024, subject to available funds, your daily ATM withdrawal limits are as follows:

All Business Products (eligible for a debit card):
> ATM Withdrawal: \$1,500

Premium Business Money Market Summary

Account number: [REDACTED]

West Deer Township
Operating Reserve

Premium Business Money Market

For 24-hour account information, sign-on to
pnc.com/mybusiness/

For the Period 12/01/2023 to 12/29/2023

West Deer Township

Primary Account Number: [REDACTED]

Page 2 of 2

Premium Business Money Market Account Number: [REDACTED] - continued

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
2,234,941.55	30,440.59	.00	2,265,382.14
Average ledger balance	Average collected balance		
2,235,991.22	2,235,991.22		

Interest Summary

Annual Percentage Yield Earned (APYE)	Number of days in interest period	Average collected balance for APYE	Interest paid this period	Interest paid year-to-date
3.50	29	2,235,991.22	6,119.60	26,039.67

Deposits and Other Additions

Description	Items	Amount
Other Additions	2	30,440.59
Total	2	30,440.59

Checks and Other Deductions

Description	Items	Amount
Total	0	.00

Daily Balance

Date	Ledger balance	Date	Ledger balance
12/01	2,234,941.55	12/29	2,265,382.14

Activity Detail

Deposits and Other Additions

Other Additions

Date posted	Amount	Transaction description	Reference number
12/29	24,320.99	Online Transfer From [REDACTED]	WEST DEER TOWNS
12/29	6,119.60	Interest Payment	I-GEN123122900021405

Detail of Services Used During Current Period

Note: The total charge for the following services will be posted to your account on 01/02/2024 and will appear on your next statement as a single line item entitled Service Charge Period Ending 12/29/2023.

Description	Volume	Amount	Requirements Met
Account Maintenance Charge		.00	
Total For Services Used This Period		.00	
Total Service Charge		.00	

21

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. 457: OIL & GAS LEASE AGREEMENT (RANGE RESOURCES)

ORDINANCE NO. 457

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO LEASE OIL AND GAS RIGHTS ASSOCIATED WITH A PORTION OF A PUBLIC RIGHT-OF-WAY KNOWN AS BLUEROW STEET LOCATED ADJACENT TO A PARCEL IDENTIFIED AS BLOCK AND LOT NO. 1362-A-385, CONSISTING OF 0.109 ACRES IN AREA, TO RANGE RESOURCES – APPALACHIA, LLC

ARE THERE ANY QUESTIONS REGARDING THE ADVERTISEMENT?

DO I HAVE A MOTION TO AUTHORIZE THE ADVERTISEMENT OF ORDINANCE NO. 457?

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

Ordinance No. ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO LEASE OIL AND GAS RIGHTS ASSOCIATED WITH A PORTION OF A PUBLIC RIGHT-OF-WAY KNOWN AS BLUEROW STEET LOCATED ADJACENT TO A PARCEL IDENTIFIED AS BLOCK AND LOT NO. 1362-A-385, CONSISTING OF 0.109 ACRES IN AREA, TO RANGE RESOURCES – APPALACHIA, LLC

WHEREAS, the Township of West Deer is the owner of oil and gas rights associated with a portion of a public right-of-way known as Bluerow Street ("the Property") located adjacent to 6-10 Creighton Russellton Road, identified as Block and Lot No. 1362-A-385 in the Allegheny Department of Real Estate; and

WHEREAS, the Board of Supervisors of the Township of West Deer desires to lease the oil and gas rights associated with the Property to Range Resources - Appalachia, LLC; and

WHEREAS, the Board of Supervisors of the Township of West Deer is empowered by Section C-1054 of the West Deer Township Charter to authorize the lease of lands of the Township by enactment of an appropriate ordinance; and

WHEREAS, the Board of Supervisors of the Township of West Deer has determined that the lease of the Property is in the best interests of the Township.

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

Section 1. Lease of Oil and Gas Rights to Range Resources - Appalachia, LLC. The proper Township Officials are authorized to execute the Oil and Gas Lease in substantially the form attached hereto as **Exhibit A** and to take any and all other actions necessary to effectuate the purpose thereof.

Section 2. Repealer. Any and all ordinances and/or resolutions, or parts thereof, conflicting herewith are repealed to the extent of such inconsistency.

ORDAINED AND ENACTED INTO LAW, THIS 20th DAY OF MARCH, 2024.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Beverly Jordan, Chairperson,
Board of Supervisors

OIL AND GAS LEASE
PAID-UP NON-SURFACE OCCUPANCY LEASE

THIS OIL AND GAS LEASE (the "Lease") made and entered into this _____ day of _____, 20____ by and between **TOWNSHIP OF WEST DEER, 109 E. UNION ROAD, CHESWICK, PA 15024** (whether one or more, the "LESSOR"), and **RANGE RESOURCES – APPALACHIA, LLC, P.O. Box 30 , Canonsburg, PA, 15317, ("LESSEE")**.

1. **GRANTING CLAUSE:** LESSOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration paid by LESSEE, the receipt of which is acknowledged, and the covenants and agreements contained in this Lease grants, leases and lets exclusively to LESSEE, its successors and assigns, all the oil and gas, including but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from or produced/originating within any formation, gob area, mined out area, coal seams and all communicating zones, and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased (whether one or more, "Oil and Gas"). The Lease is granted for any or all of the following purposes: Exploring for by geophysical, geological, seismic, and other methods, including core drilling, drilling, operating for, producing, removing, transporting and marketing Oil and Gas; the right to stimulate all coal seams or other strata or formations using any and all methods and technology available at the time of stimulation; the right to conduct surveys (including geophysical and seismic surveys); to transport by pipelines or otherwise across and through the Leased Premises Oil and Gas from the lands covered by the Lease, or from lands unitized or pooled therewith, for so long as the transportation of such production may be desired by LESSEE; the placing of tanks, equipment, electric power lines, telephone lines, water lines, impoundments and ponds, compression and collection facilities, roads and structures for the production of Oil and Gas, together with the right to enter into and upon the lands covered by the Lease, or upon lands unitized or pooled therewith, at all times for the aforesaid purposes, and the right to conduct secondary or tertiary recovery operations by injecting gas, water and other fluids or air into subsurface strata. No roads from adjacent non-unitized or pooled properties shall be constructed on the lands covered by the Lease without LESSOR's written consent. Any equipment or pipelines from other wells not located on such lands or on lands unitized or pooled therewith shall be approved by LESSOR in writing.

2. **DESCRIPTION OF THE LEASED LANDS:** The lands covered by the Lease are situated in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, Tax Parcel Number(s) adjacent to 1362-A-385, being all the property owned by LESSOR or to which LESSOR may have any rights in said Township, containing .1090 acres, more or less, and including all adjacent or contiguous lands owned or claimed by LESSOR, although not included within the boundaries of the land particularly described above, and being the property described in Deed Book 4065, Page 214, and/or at Instrument No. n/a of the Allegheny County Recorder of Deeds Office ("Leased Premises").

3. **TERM OF LEASE:** This Lease shall continue in force and the rights granted to LESSEE shall be quietly enjoyed by LESSEE for a term of Five (5) years from _____ (the "Primary Term"), and as long thereafter as operations are conducted on the Leased Premises with no cessation for more than one hundred twenty (120) consecutive days, or as long as well(s) producing Oil and Gas in paying quantities or well(s) capable of producing Oil and Gas in paying quantities from the Leased Premises or from lands unitized or pooled therewith, in the sole judgment of LESSEE, or as the Leased Premises shall be operated by LESSEE or as otherwise maintained in full force and effect pursuant to the other provisions in this Lease. For purposes of this Lease, the word "operations" shall be defined as any one or more of the following: Making applications for any necessary permits required for operations, grading or preparation of a drill site; the placement of a drilling rig on a drill site location on the Leased Premises or any land unitized or pooled therewith; and the actual commencement of the drilling of either the top hole or the lateral portion, as the case may be, of any well upon the Leased Premises or lands unitized or pooled therewith. "Operations" also includes any testing, completing, fracturing or stimulating a well, reworking, recompleting, deepening, plugging back or repairing of a well in search for or with the intention of obtaining production of Oil and Gas, whether or not ultimately produced in paying quantities.

4. **PAID-UP LEASE:** This Lease is a Paid-Up Lease and shall not require the payment of any annual delay rentals to maintain the Lease in full force and effect during the Primary Term hereof. This Lease shall not terminate for any default unless LESSOR first gives LESSEE written notice by certified mail return receipt requested, of such default, and LESSEE, if in default, fails to tender such payment to LESSOR within sixty (60) days of receipt of such notice or fails within sixty (60) days of receipt of such notice to commence the compliance with such obligations stated in said notice.

5. **ROYALTY PAYMENTS:** LESSEE covenants and agrees:

(A) For oil, to pay LESSOR Eighteen Percent (18%) of the net amount paid to Lessee for all oil produced, saved and sold from the Leased Premises. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by LESSEE, subject to LESSEE's verification of LESSOR's mineral ownership.

(B) For gas and other hydrocarbons produced with gas, to pay LESSOR, as royalty for the gas, saved and sold from the Leased Premises, Eighteen Percent (18%) of the net amount realized by LESSEE for the sale and delivery of such gas. Payment of royalty for

Page 1

INITIALS - _____

This document was prepared by and when recorded return to:
Range Resources – Appalachia, LLC,
3000 Town Center Blvd, Canonsburg, PA 15317

PA OGCBM-PU-NSO 6.22.2020

gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by LESSEE, subject to LESSEE's verification of LESSOR's mineral ownership.

Any royalty payments to be made by LESSEE to LESSOR on any Oil and Gas produced from the Leased Premises and when sold by LESSEE shall be based on the net amount realized by LESSEE, computed at the mouth of the well.

(C) There shall be no deductions from the royalty payments in (A) and (B) above for any costs of production, including exploring or surveying the Leased Premises for Oil and Gas, or installing, drilling, completing, equipping and producing a well. However, such royalty payments shall be less LESSOR's pro-rata share of post-production costs. Post-production costs include, without limitation, (i) all costs actually incurred by LESSEE and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale by LESSEE; (ii) all costs of gathering, marketing, compression, dehydration, transportation, processing and removal of liquid hydrocarbons, and other liquids or gaseous substances or impurities from the production; and (iii) any other treatment or processing required by the purchaser or to otherwise market and sell gas, oil or any other hydrocarbons or substances produced with oil or gas. LESSEE also may deduct from royalty payments LESSOR's pro rata share of any tax imposed by any government body that is levied upon the value of production or the severance of Oil and Gas from the Leased Premises.

6. **ADDRESS FOR PAYMENTS:** All money due under this Lease shall be paid or tendered to LESSOR at the address shown above or to the credit of LESSOR through LESSOR's agent as follows: Same as above, and such agent shall continue as LESSOR's agent to receive any and all sums payable under this Lease regardless of changes in ownership in the Leased Premises, or in the Oil and Gas or in the royalties payable under this Lease until delivery to LESSEE of notice of change of ownership. No change of ownership in the Leased Premises or in the royalties payable under this Lease shall be binding on LESSEE until sixty (60) days after a notice is delivered to LESSEE, duly signed by the parties including a certified copy of the instruments of conveyance or assignment to such new owner, which have been properly filed of record.

7. **CESSATION OF OPERATIONS OR PRODUCTION / CONTINUOUS OPERATIONS:** If, at the expiration of the Primary Term, Oil and Gas are not being produced on the Leased Premises, or on acreage unitized or pooled therewith, but LESSEE is then engaged in drilling, completion or reworking operations thereon or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the Primary Term, this Lease shall remain in full force and effect so long as operations for drilling or reworking continue with no cessation of more than one hundred twenty (120) consecutive days, and if they result in the production of Oil and Gas, so long thereafter as Oil and Gas is produced from said Leased Premises or from acreage unitized or pooled therewith. If, after the expiration of the Primary Term of this Lease and after Oil and Gas is produced from the Leased Premises or upon lands unitized or pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if LESSEE commences operations for drilling or reworking within one hundred twenty (120) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than one hundred twenty (120) consecutive days, and if they result in the production of Oil and Gas, so long thereafter as Oil and Gas is produced from the Leased Premises or upon lands unitized or pooled therewith.

8. **SHUT-IN PROVISION:** If, at the end of the primary term or at any time or times thereafter, there is a well or wells on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in because of (i) lack of market or market facilities (including pipelines) or available transportation on existing pipelines; (ii) the necessity to construct or repair facilities including pipeline, gas processing or treating facilities or compressors, including such facilities which may be situated on lands other than those described herein; (iii) the necessity to construct, maintain, repair or replace a pipeline(s) carrying oil or gas produced from the leased lands or lands pooled therewith; (iv) as a result of events of force majeure beyond the reasonable control of lessee; or (v) under any other such similar circumstances, this lease shall continue in force as though operations were being conducted on said land or oil or gas produced therefrom for so long as said wells are shut-in, and thereafter this lease shall continue in force as if no shut-in had occurred, provided the shut-in payment set forth in this paragraph is paid or tendered by lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of one hundred eighty (180) consecutive days or more, and there are no other operations on said land, then before or within ten (10) days after the expiration of the one hundred eighty (180) day period of shut-in, lessee shall pay or tender by check or wire, as a shut-in royalty payment the sum of \$15.00 per net acre per annum for each acre then covered hereby for so long as all such wells are shut-in. Lessee shall make like payments or tenders at or before the end of each annual anniversary of the shut-in of the wells if upon such anniversary this lease is being continued in force solely by the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing.

9. **POOLING and UNITIZATION:** LESSOR grants to LESSEE the right at any time and/or from time to time as deemed necessary or advisable by Lessee, to pool or consolidate the Leased Premises or any part thereof or strata under the Leased Premises, or all or a portion of any existing Units formed pursuant to this paragraph containing all or a portion of the Leased Premises, with other lands, whether owned by or leased to LESSEE or owned by or leased to others, to form an oil, gas, and/or coalbed methane gas pooled unit for the purpose of drilling a well or wells thereon. Units pooled for oil and/or gas or coalbed methane gas shall not exceed a total of one thousand two hundred eighty (1,280) acres each in area, unless any governmental entity having jurisdiction prescribes or permits the

creation of units larger than those specified, for the drilling or operation of a well to be drilled, drilling or already drilled in which case the unit may be as large as permitted. LESSEE may pool or consolidate acreage covered by this Lease or any portion thereof in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or consolidated as to any other stratum or strata, and oil units need not to conform as to area with gas and/or coalbed methane units. The pooling or consolidation in one or more instances shall not exhaust the rights of LESSEE to pool this Lease or portions thereof into other units. LESSEE shall effect such pooling or consolidation by executing a designation of unit either before or after the drilling of a unit well, with the same formality as this Lease setting forth the leases or portions thereof consolidated, and recording the same in the Recorder's Office at the courthouse in the county in which the Leased Premises are located. LESSEE may, at its election, exercise its pooling rights before or after commencing operations for or completing an oil, gas or coalbed methane gas well on the Leased Premises, and the pooled unit may include, but is not required to include, land or leases upon which a well capable of producing Oil and Gas in paying quantities has been completed or upon which operations for the drilling of a well for Oil and Gas has been commenced. In the event of operations for drilling on or production of Oil and Gas from any part of a pooled unit which includes all or a portion of the Leased Premises regardless of whether such operations were commenced before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations under this Lease whether or not the well or wells are located on the surface of the Leased Premises and, in such event, operations shall be deemed to have been commenced within the meaning of paragraph 4 of this Lease; and the entire acreage constituting such unit or units, as to oil, gas or coalbed methane gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this Lease. Any well drilled in said pooled unit whether or not located on the Leased Premises, shall nevertheless be deemed to be located upon the Leased Premises within the meaning and for the provisions and covenants of this Lease to the same effect as if all the lands comprising said unit were described in and subject to this Lease and LESSOR agrees to accept, in lieu of the royalty provided in Paragraph 5 of this Lease, that proportion of such royalty which the acreage covered by this Lease and included in such unit bears to the total number of acres comprising said pooled unit. If the well in said pooled unit shall be shut in, the shut-in royalty provided for in Paragraph 8 shall be payable to LESSOR in the proportion that the acreage of the Leased Premises included in the unit bears to the entire acreage so pooled or consolidated. LESSEE shall have the right to amend, alter, correct, enlarge or diminish the size of any such pooled unit at any time in the same manner as provided in this Lease.

10. **PROPORTIONATE REDUCTION:** In the event LESSOR owns a lesser interest in the Oil and Gas in the Leased Premises or any part thereof than the entire and undivided fee simple, then the royalties, shut-in royalty payment and/or all other payments provided for shall be paid to LESSOR only in the proportion which such interest bears to the whole and undivided fee simple estate therein. If the Leased Premises is owned by two or more parties, or the ownership of any interest is transferred by sale, devise or operation of law, the Leased Premises, nevertheless, may be held, developed and operated as an entirety, and the royalties and shut-in royalties provided for in this Lease shall be divided among and paid to such several owners in the proportion that the interest owned by each such owner bears to the entire Leased Premises.

11. **ASSIGNMENT RIGHTS / PAYOFF LIENS:** LESSEE shall have the right to assign and transfer this Lease in whole or in part by area and/or by depth or strata at any time, and LESSOR waives notice of any assignment or transfer of this Lease. LESSOR agrees that when and if this Lease is assigned, the assigning LESSEE shall have no further obligations to LESSOR. LESSOR further grants to the LESSEE, for the protection of LESSEE's interest hereunder, the right to pay and satisfy or reduce, either before or after maturity, any judgment, claim, lien or mortgage against LESSOR's interest in the Leased Premises and upon any such payment to become subrogated to the rights of such claimant, lien holder or mortgagor, and the right to deduct amounts so paid from all royalties or other payments payable or which may become payable to LESSOR and/or LESSOR's assigns under this Lease.

12. **SURFACE USE RESTRICTION CLAUSE:** Notwithstanding any provision contained in this Lease to the contrary, Lessee is prohibited from using the surface of the Leased Premises for any purpose without the prior written consent of the Lessor.

13. **LESSOR RESTRICTIONS:** LESSOR agrees to abide by all reasonable safety policies of LESSEE with respect to LESSEE's operations, including but not limited to the following: No dwellings or structures of any kind shall be erected or moved on a drilling location within one hundred feet (100') of a well, tank battery or other related facility or appurtenance, or within twenty-five feet (25') of LESSEE's pipelines.

14. **LESSEE'S RIGHTS:** LESSEE shall have the right to use oil, gas, coalbed methane gas, water, and/or minerals for operating on the Leased Premises and the right at any time during or after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the Leased Premises. LESSEE shall have the right to release this Lease or any portion thereof at any time by giving written notice to LESSOR describing the portion which it elects to surrender as to area or depth or formation, or by returning the Lease to LESSOR with the endorsement of surrender thereof, or by recording the release or partial release of this Lease, any of which shall be a full and legal surrender of this Lease as to all of the Leased Premises or such portion thereof as the release shall indicate, and any payments due under this Lease based on net acres shall be reduced in proportion to the acreage surrendered. As to any portion of the Lease or Leased Premises so surrendered, Lessee shall have reasonable and convenient easements for any existing wells, pipelines, roadways and other facilities on the lands surrendered. LESSOR expressly acknowledges and agrees that there shall further be no covenant to develop the Leased Premises.

INITIALS - _____

15. **EXISTING WELLS EXCEPTED:** LESSOR excepts and reserves from this Lease any and all existing well(s) that may be situated on the Leased Premises. LESSEE shall not be responsible for any liabilities, including environmental or plugging obligations associated with said well(s).

16. **FORCE MAJEURE:** In the event LESSEE is unable to perform any of the acts of LESSEE by reason of force majeure, including but not limited to acts of God, adverse weather conditions, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, the issuance of permits to drill or other state or federal orders or moratoriums related to drilling operations, or the inability to obtain a satisfactory market or pipelines or transportation for the sale of production, or the failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within LESSEE's control, this Lease shall remain in full force and effect until LESSEE can reasonably perform said act or acts or to remove the restriction causing the delay and in no event shall this Lease expire for a period of ninety (90) days after the termination or elimination of such force majeure event.

17. **TOLLING DURING DISPUTE:** LESSOR and LESSEE agree that it is in their mutual interest not to require LESSEE to engage in operations (as defined herein) during any period of time in which the validity of the Lease is challenged, contested, or disputed. If any judicial proceeding is commenced in which the validity of the Lease is disputed, or if LESSOR takes any action which would prevent LESSEE from enjoying the benefits of or complying with the terms of the Lease, then the Primary Term (if still in effect) and/or LESSEE's obligation to conduct operations on the Leased Premises or on lands unitized or pooled therewith, in order for the Lease to continue beyond the Primary Term (if the Primary Term has lapsed), shall be tolled and extended during the pendency of the dispute or judicial proceeding – from its commencement through the resolution of the dispute or, in the case of a judicial proceeding, entry of a final, non-appealable judgment – plus an additional 90 days from the resolution of the dispute or entry of the final, non-appealable judgment.

18. **INDEMNIFICATION:** LESSEE agrees to indemnify, protect, save harmless and defend LESSOR from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of LESSEE's use of the Leased Premises, or as a result of loss, expense, injury, death or damage which would not have occurred but for LESSEE's use of the Leased Premises, except to the extent any such damage or injury is caused in whole or in part by LESSOR's negligence, gross negligence or intentional acts.

19. **NOTICE:** In the event of any default or alleged default by LESSEE in the performance of any of its obligations under this Lease, LESSOR shall notify LESSEE in writing setting out specifically in what respects LESSEE has breached this Lease. LESSEE shall then have sixty (60) days after receipt of said notice within which to dispute such alleged default or to meet or commence to meet all or any part of the default alleged by LESSOR. The service of said notice shall be precedent to the bringing of any action by LESSOR arising out of or related to this Lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on LESSEE. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform any or all of its obligations under this Lease. All notices to LESSEE provided for in this Lease shall be sent by certified mail return receipt requested to LESSEE at LESSEE's address provided on Page One (1) of this Lease.

20. **PREFERENTIAL RIGHT TO PURCHASE:** In the event LESSOR, during the term of this Lease, receives a bona-fide offer which LESSOR is willing to accept from any party offering to pay LESSOR for an oil and gas lease covering any or all of the substances covered by this Lease and covering all or a portion of the Leased Premises, LESSOR agrees to notify LESSEE in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. LESSEE, for a period of fifteen (15) days after receipt of the notice by certified return receipt mail, shall have the prior and preferred right and option to acquire from LESSOR a lease or other rights covering all or part of the Leased Premises at the price and according to the terms and conditions specified in the offer. If LESSEE does not respond within said fifteen (15) day notice period, it will be deemed that LESSEE waives its rights with regard to such offer.

21. **EXTENSION OF LEASE:** Prior to the expiration of the Primary Term of this Lease, LESSEE shall have the option to extend all or any portion of this Lease for an additional term of _____ (_____) years, which will serve to extend the Primary Term of this Lease to a total of _____ (_____) years. LESSEE shall exercise such option by tendering to LESSOR a payment in the amount of _____ per net acre. LESSOR further grants LESSEE the exclusive option and right to extend this Lease, under the same terms and conditions contained herein. Such option may be exercised by LESSEE at any time prior to the end of the original _____ (_____) year Primary Term by notifying LESSOR in writing that LESSEE is exercising its right to extend this Lease and contemporaneous with said notice LESSEE shall pay or tender to LESSOR the consideration set forth above. LESSOR agrees to allow LESSEE to file of record, a notice of LESSEE's exercise of the option to extend the Primary Term of this Lease.

22. **PRIOR LEASE PROVISION:** LESSOR warrants that LESSOR is not currently receiving any bonus, delay rental, including storage payments or production royalty or shut-in royalties as the result of the existence of any prior oil and gas lease or storage lease covering any or all of the Leased Premises; that the Leased Premises is not currently subject to any prior oil and gas lease or storage lease; and that there are no producing wells currently existing on the Leased Premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the Leased Premises. LESSOR further warrants that there are no current surface operations being conducted upon the Leased Premises in preparation for the drilling of a well upon the Leased Premises and that may be construed as extending the terms of a prior oil and gas lease that covered the Leased Premises.

INITIALS AFFIRMING ABOVE STATEMENT:

23. **SPECIAL WARRANTY:** LESSOR warrants title to the Leased Premises only as to defects arising during the time of its ownership of the Leased Premises, and not against any title defects that existed prior to such ownership. All covenants and conditions between the parties shall extend to their heirs, personal representatives, successors and assigns. It is mutually agreed that this Lease contains and expresses all of the agreements and understandings of the parties with regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this Lease or imposed upon the parties or either of them. LESSOR further agrees to sign such additional documents as may be reasonably requested by LESSEE to perfect LESSEE's title to the Oil and Gas leased herein.

24. **SEVERABILITY:** This Lease shall in all circumstances be construed against invalidation, termination, or forfeiture. Failure of payment of rental or royalty on any part of this Lease shall not void this Lease as to any other part. If any provision of this Lease shall be determined to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties expressly agree that in the event any provision of this Lease is determined to be invalid, illegal, and unenforceable or in conflict with the law of any jurisdiction, the provision shall be revised in such manner as to be valid, legal, and enforceable.

25. **COUNTERPARTS:** This Lease may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Lease. Should fewer than all of the named LESSORS execute this Lease, this Lease shall be binding on only those parties who are signatories.

26. **MEMORANDUM OF LEASE:** Lessee reserves the right and option to file a Memorandum of Oil and Gas Lease in the county Recorder's Office which will in such event serve as constructive notice of the existence of this Lease.

27. **PAID-UP LEASE FORM:** Notwithstanding anything to the contrary included herein, this Lease is a Paid-Up Lease with all bonus amounts and delay rentals, if any, due under the Lease, paid in advance and no additional payment or payments of bonus or delay rentals are owed to Lessor to maintain this Lease in force and effect throughout the original Primary Term.

28. **ADDENDUM & PAY LETTER ATTACHED:** This Lease is further subject to the additional terms and conditions as detailed on the Addendum to Oil and Gas Lease and the Confidential Pay Letter which is labeled **Exhibit "A"**, both of which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, LESSORS have set their hands to this Lease. Signed and acknowledged in the presence of:

LESSOR(S): Township of West Deer

By: _____
Daniel Mator
Its: Township Manager

By: _____
Beverly Jordan
Its: Chairperson of the Board of Supervisors

INITIALS - _____

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF
COUNTY / DISTRICT OF

On this, the ____ day ____, 20____, before me, the undersigned officer, personally appeared Daniel Mator, who acknowledged himself/herself to be the Township Manager of West Deer Township and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Township Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF
COUNTY / DISTRICT OF

On this, the ____ day ____, 20____, before me, the undersigned officer, personally appeared Beverly Jordan, who acknowledged himself/herself to be the Chairperson of the Board of Supervisors of West Deer Township and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

INITIALS - _____

ADDENDUM TO OIL AND GAS LEASE

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL, GAS AND COALBED METHANE LEASE DATED _____ DAY OF _____, _____, MADE AND ENTERED INTO BY AND BETWEEN TOWNSHIP OF WEST DEER, AS LESSOR AND RANGE RESOURCES – APPALACHIA, LLC, AS LESSEE.

Should there be any inconsistency between the terms and conditions set forth in the main body of this lease and the terms and conditions specified in the Addendum, the provisions of the Addendum shall prevail and supersede the inconsistent provisions of the main body of this lease.

1. NONSURFACE USE

No well shall be drilled on the surface of the leased premises, nor shall Lessee enter upon or install any installation of any nature whatsoever on the surface of the leased premises, without the expressed written consent of the Lessor. This Lease is being granted for the sole purpose of permitting Lessee to unitize the leased premises with other leases or properties which shall bear all the burden of surface development. Lessor understands and gives consent that the wellbore may pass through or terminate below the surface of the leased premises.

2. WATER TESTING:

Lessee shall have Lessor's current water supply sampled and tested prior to the drilling of any well within 2,500 feet of Lessor's water source on the leased premises. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within forty-eight (48) hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Should such test reflect a material adverse change as the result of Lessee's drilling operations within 2,500 feet of Lessor's water source on the leased premises, Lessee, at Lessee's expense, agrees to provide Lessor with potable water until such time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

3. USE OF PONDS:

Lessee agrees not to use any water from Lessor's ponds, springs, or creeks without Lessor's written consent.

4. GAS STORAGE EXCLUDED:

Notwithstanding anything to the contrary contained in the Lease, Lessee is not granted any right whatsoever to use any portion of the Leased Premises for gas storage purposes and Lessee shall further have no right to drill a well upon the Leased Premises for the sole purpose of utilizing same for gas storage.

5. DISPOSAL RIGHTS EXCLUDED:

Lessee shall have no right to dispose of any salt water or other substances beneath any portion of the Leased Premises, or use any portion of the Leased Premises for the sole and only purpose of salt water disposal.

6. AUDIT CLAUSE:

Lessor, upon thirty (30) days written notice to Lessee, shall have the right to audit during normal business hours, Lessee's accounts for the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the Lessor under the terms of this agreement for any calendar year within the twenty-four (24) month period following the end of such calendar year. Lessee shall bear no portion of the Lessor's audit cost incurred under this paragraph. The audits shall not be conducted more than once each year without prior approval of Lessee.

7. COMPLIANCE CLAUSE

Lessee shall comply with all applicable statutes, laws, regulations, permits, licenses, orders and directives of any state, local or federal governmental authority from time to time in force pertaining to activities to be conducted by Lessee on the Leasehold.

8. SPECIAL WARRANTY TITLE

Lessor warrants title to the Leased Premises only as to defects arising during the time of its ownership of the Leased Premises, and not against any title defects that existed prior to such ownership. All covenants and conditions between the parties shall extend to their heirs, personal representatives, successors and assigns. It is mutually agreed that this Lease contains and expresses all of the agreements and understandings of the parties with regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this Lease or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the Oil and Gas leased herein.

9. INDEMNIFICATION:

Lessee shall indemnify and hold harmless the Lessor, its officers, directors, employees and agents, its successors, successors in title, agricultural lessees and assigns, from any and all claims, damages, costs, liabilities, penalties, punitive damages, expenses, fines (civil or criminal), clean-up and/or disposal costs, injuries, deaths, losses, causes of action, actions, damages, judgments consulting engineers' fees, attorney's fees, costs and expenses, to or in connection with persons or property, arising out of or in connection with any construction, exploration or operations pursuant to provisions of this lease, including but not limited to the imposition by any governmental or regulatory authority for any lien or so-called "super lien" upon the leased premises resulting from the construction, exploration or operations of the Lessee.

10. RELEASE OF LEASE

Upon written request by Lessor and after termination, expiration, or surrender of this Lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of Lease.

11. SHUT-IN CLAUSE:

No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, capacity, damage or malfunction; (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well; or (d) the shut-in is due to operations of the well pad and/or other oil and gas operations. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

12. PUGH CLAUSE:

If at the expiration of the primary term the land covered by this lease is being held solely through production from a gas pooled unit or an oil pooled unit, then Lessee agrees as part of the consideration for this lease, to release all acreage covered by this lease and not included within such gas pooled unit or such oil pooled unit.

13. ASSIGNMENT OF LEASE:

Lessee agrees that there shall be no full assignment of this lease without Lessor's prior written consent; however, Lessee shall have the ability to sell partial interests in this lease without Lessor's written consent, as long as operational authority is not transferred from the Lessee. Lessor's consent shall not be unreasonably withheld or delayed.

14. ROYALTY CALCULATION

All references made to royalty shall be amended to eighteen percent (18%) gross royalty of the weighted average price actually received by Range from unaffiliated third parties.

LESSOR(S): Township of West Deer

By: _____
Daniel Mator
Its: Township Manager

By: _____
Beverly Jordan
Its: Chairperson of the Board of Supervisors

INITIALS - _____

CONFIDENTIAL EXHIBIT "A"

Thank you for tendering the attached oil and gas lease or oil, gas and coalbed methane lease ("Lease") to Range Resources – Appalachia, LLC ("Range"). Range pays an initial \$1.00 payment to each property owner as consideration for executing the Lease. After the Lease has been properly executed by each interest owner and Range's representative completes a title review at the courthouse of the county in which your land is located, the Lease is submitted to Range's management for approval.

The Lease is reviewed to ensure that the proper persons have appropriately executed the Lease, that the oil, gas and coalbed methane rights are intact and owned by the lessor(s), the lands covered by the Lease remain desirable to Range, and determine the status of any other oil, gas and coalbed methane leases that may be active on the leased premises (a certified title examination is usually completed by a title attorney prior to drilling). The Landman then submits the results of the title review along with the Lease and a detailed map of the leased premises to Range for processing and approval.

The Lease is then further reviewed by a member of Range's Land Administration Department. The property is placed on Range's land maps and the Lease information is input into Range's computer system. Range management then reviews the Lease terms and conditions and, if approved, its Accounting Department is instructed to make the appropriate Lease payments, as they come due.

RANGE RESOURCES – APPALACHIA, LLC hereby agrees to pay the following oil, gas and coalbed methane gas owner the amount set forth below, SUBJECT TO: 1) review and approval of title, and 2) Range's management approval.

ONE DOLLAR (\$1.00) CONSIDERATION PAID TO AND ACKNOWLEDGED BY LESSOR UPON EXECUTION AND PAY \$1,000.00 FLAT FEE, TO BE ISSUED ON OR BEFORE 90 DAYS FROM THE EXECUTION DATE OF THIS LEASE; IN THE EVENT THAT RANGE DOES NOT ACCEPT THIS LEASE BY THE 90TH DAY FROM EXECUTION BY LESSOR(S), THE LEASE IS NOT ACCEPTED AND SHALL NOT BE BINDING ON RANGE OR LESSOR(S), AND RANGE SHALL HAVE NO OBLIGATION TO PAY THE AFORESAID AMOUNT, AND THIS LEASE WILL BE NULL AND VOID AND RETURNED TO LESSOR.

LEASE EXECUTION DATE: _____

LEASE PAYMENT DATE ON OR BEFORE: _____ (90 days from the Lease Execution Date of the last Lessor signing lease)

LANDMAN: Carrie A Spada

LESSOR(S): Township of West Deer

By: _____
Daniel Mator
Its: Township Manager

By: _____
Beverly Jordan
Its: Chairperson of the Board of Supervisors

INITIALS - _____

MEMORANDUM OF OIL, GAS & COALBED METHANE LEASE

THIS MEMORANDUM OF OIL, GAS & COALBED METHANE LEASE ("Memorandum"), dated this _____ day of _____, _____ by and between TOWNSHIP OF WEST DEER, 109 E UNION ROAD, CHESWICK, PA 15024 hereinafter called Lessor, and RANGE RESOURCES – APPALACHIA, LLC, P.O. Box No. 30, Canonsburg, PA, 15317, Phone No., (724) 743-6700, hereinafter called Lessee, WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor, and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Oil, Gas And Coalbed Methane Lease between Lessor and Lessee dated _____, 20____ and commencing _____, 20____ (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

Said land is situate in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, Tax Parcel Number(s) adjacent to 1362-A-385, being all the property owned by Lessor or to which the Lessor may have any rights in said Township or adjoining Townships, containing .1090 acres, more or less, and being the property described in Deed Book 4065, Page 214, and/or at Instrument No. n/a of the Allegheny County Record of Deeds.

2. TO HAVE AND TO HOLD the Premises for a term of Five (5) years thereafter from the commencement date, ~~which term may be extended for a _____ (_____) year term after the expiration of the initial primary term, pursuant to paragraph 21 of the Lease, said Lease extension period expiring _____ day of _____, 20____,~~ and so much longer thereafter as oil, gas or coalbed methane gas or their constituents are produced or are capable of being produced on the Premises in paying quantities, or as the Premises shall be operated by Lessee in the search of oil, gas or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of this Memorandum shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

4. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same or now or may hereafter be in force and effect.

Page 1

INITIALS - _____

This document was prepared by and when recorded return to:
Range Resources – Appalachia, LLC,
3000 Town Center Blvd, Canonsburg, PA 15317

PA OGCBM-PU-NSO 6.22.2020

6. This Lease may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Lease. Should less than all of the named Lessors execute this Lease, this Lease shall be binding on only those who are signatories thereto.

IN WITNESS WHEREOF the Lessors have hereunder set their hands. Signed and acknowledged in the presence of:

LESSOR(S):Township of West Deer

LESSEE:

By: _____
Daniel Mator
Its: Township Manager

RANGE RESOURCES – APPALACHIA, LLC

By: _____
Beverly Jordan
Its: Chairperson of the Board of Supervisors

By: C. Barry Osborne
Its: Vice President

By: _____

By: _____

By: _____

INITIALS - _____

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF
COUNTY / DISTRICT OF

On this, the ____ day ____, 20____, before me, the undersigned officer, personally appeared Daniel Mator, who acknowledged himself/herself to be the Township Manager of West Deer Township and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Township Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH / STATE OF
COUNTY / DISTRICT OF

On this, the ____ day ____, 20____, before me, the undersigned officer, personally appeared Beverly Jordan, who acknowledged himself/herself to be the Chairperson of the Board of Supervisors of West Deer Township and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

On this, the _____ day of _____, _____, before me _____, the undersigned officer, personally appeared **C. Barry Osborne**, who acknowledged himself to be the Vice President of **RANGE RESOURCES – APPALACHIA, LLC** a Delaware limited liability company and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

INITIALS - _____

22

AUTHORIZATION: HEISLER PLAN OF LOTS

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE HEISLER PLAN OF LOTS PRELIMINARY AND FINAL SUBDIVISION PLAN AT THEIR DECEMBER 14, 2023 MEETING.

PROPERTY LOCATION: 48 QUIGLEY ROAD
ZONING DISTRICT: R-2 SEMI-SUBURBAN RESIDENTIAL

THE PROPOSAL IS TO DIVIDE ONE 6 ACRE RESIDENTIAL LOT INTO THREE – 2 ACRE RESIDENTIAL LOTS.

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE HEISLER PLAN OF LOTS SUBJECT TO FOLLOWING CONDITIONS:

1. SUPERVISOR'S ACCEPT MODIFICATION OF SLOPE (14 TO 17.5).
2. PROVIDE ROAD MAINTENANCE AGREEMENT.
3. COMPLETE SEWAGE MODULE.
4. SATISFY ALL COMMENTS IN THE SCOTT SHOUP ENGINEERING LETTER DATED 12.15.2023.

MR. SHOUP....

ARE THERE ANY QUESTIONS REGARDING THE PLAN?

DO I HAVE A MOTION TO APPROVE THE PRELIMINARY AND FINAL SUBDIVISION OF THE HEISLER PLAN OF LOTS AS PER THE RECOMMENDATION BY THE PLANNING COMMISSION WITH THE CONDITIONS AS PRESENTED?

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



**West Deer Township Planning Commission
Recommendation Report for Dec. 14, 2023**

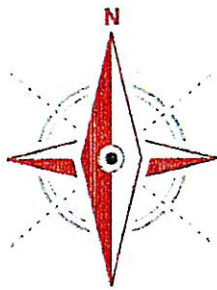
Project Name: HEISLER PLAN OF LOTS - FINAL SUBDIVISION

Property Location: West Deer Twp. – Allegheny County: 48 Quigley Rd.
Cheswick, PA 15024
Parcel # 1359-M-287

Zoned: R-2: Semi-Suburban Residential

First motion by Mr. Banks and second motion by Mr. Oresick to **RECOMMEND APPROVAL**, voting was unanimous (with Mark Schmidt abstaining) of the Heisler Plan of Lots – Final Subdivision with the following conditions:

1. Supervisor's Accept Modification of Slope. (14 to 17.5)
2. Provide Road Maintenance Agreement.
3. Complete Sewage Module.
4. Satisfy all comments in the Scott Shoup Engineering letter dated 12.15.2023.



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

February 9, 2024

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

Via Email

RE: Heisler Plan of Lots
Preliminary and Final Subdivision (Plans revised December 13, 2023)

Dear Mr. Shook,

I have reviewed the above referenced Preliminary and Final Subdivision Plan and located in the R-2 Zoning District and the following comments should be considered:

1. Code Section 18S-26.N (Table A) limits the vertical grade of private roads to 14 %. The proposed private road, John's Way, has a maximum grade of 17.5%. The applicant has requested a modification of this Subdivision and Land Development Ordinance section to allow for the steeper road grade.

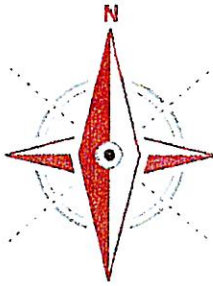
If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via E-mail ; Jodi French, via E-Mail
Dorothy Moyta, via E-mail: Gavin Robb, via E-Mail:
Robyn Brady, Hampton - Technical Associates, via E-mail



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

December 15, 2023

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

Via Email

RE: Heisler Plan of Lots
Preliminary and Final Subdivision (Plans revised December 07, 2023)

Dear Mr. Shook,

I have reviewed the above referenced Preliminary and Final Subdivision Plan and located in the R-2 Zoning District and the following comments should be considered:

1. Portions of the required PADEP Planning Module documents have been submitted. The remaining documents should be submitted to the Township. It is my understanding that Allegheny County Health Department regulations require that all buildings which have access to and are located within 250 feet of a public sewer must connect to the public sewer. The home on Lot 1 will be within 250 feet of the proposed public sewer. The applicant should consult with the County and/or PADEP.
2. Code Section 18S-26.N (Table A) limits the vertical grade of private roads to 14 %. The proposed private road, John's Way, has a maximum grade of 17.5%. The applicant has requested a modification of this Subdivision and Land Development Ordinance section to allow for the steeper road grade.
3. A draft private road maintenance areement for the proposed private road should be submitted to the Township. Code Section 185-26.G (7).

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 E-mail ; Jodi French, via E-Mail
Dorothy Moyta, via E-mail: Gavin Robb, via E-Mail:
Robyn Brady, Hampton - Technical Associates, via E-mail

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: 48 Quigley Road, Cheswick, PA 15024Parcel Lot and Block No.: 1359-M-00287Name of Subdivision/Land Development: Heisler Plan of LotsName of Applicant: Peter Eugene HeislerE-Mail Address: peterEheisler@gmail.comAddress: 48 Quigley Road, Cheswick,
PA 15024Telephone No.: 724-636-5600Name of Property Owner(s): same as above

E-Mail Address: _____

Address: _____

Telephone No.: _____

Surveyor/Engineer: Mark B. Schmidt, PLSAddress: Hampton Technical Associates35 wilson Street, suite 201, Pittsburgh, PA 15223Telephone No.: 412-781-9660 E-Mail: robynb@hampton-tech.netPurpose of Development: Divide one 6 acre residential lot into three - 2 acre residential lots

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

Total Acreage of Tract: 6.6 acresNo. of Acres to be Developed: 1.8 acNumber of Lots: 3Percentage of Lot Coverage: 27%Min. Lot Size: 2 acEstimated Start of Construction: Spring 2024

Zoning District: R-2

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

Waivers requested (list section & hardship) and/or special situations or circumstances:
private road access to all lots

Water Supply: ☒ Public Lot 1 ☒ Other (specify wells for lots 2 and 3)

Sewage Disposal: ☒ Public only ☐ Other (specify _____)

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

Streets: Lineal feet of new streets 500' Private Road

Proposed for Dedication: ☐ Yes ☒ No

Existing Use: Residential

Number of Existing Lots: 1 Existing Acreage: 6.6 ac

Location of Existing Buildings: new home built in 2022/2023 on ex. parcel in place of old structure

Current Parking Spaces: five

Existing Parking Surface Area: gravel

Access Driveway Location: from Quigley Road Width: 16'

Proposed Use: Residential

Description of Building(s): owner preference within zoning req.

Additional Parking Spaces: 6 (3 per residence)

Access Driveway Location: private roadway Width: 16 feet

Current Employees: n/a New Employees: _____

Percentage of Lot Coverage: _____

Phase:

Total Number of Phases: 1

Phase Number of this Application: 1

Total Acres: 6.6

Acres this Phase: 6.6

Total Lots: 3

Lots this Phase: 3

Total Lineal Feet of Storm Sewer: 0

Total Storm Sewer this Phase: 0

Environmental Standards:

Will the proposed use generate any of the following conditions?

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

Material stored on site: _____

Applications:

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

Right-of-Way:

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

Describe: easement and row for ingress, egress,, regress and utilities for all
lots, proposed John's Way, private 50' row

Easements:

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

Describe: sewer right of way through lands of John Chelecki for sanitary sewer extension

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
	Sub-surface conditions		Draft of protective covenants

Engineering:

<input checked="" type="checkbox"/>	Profiles and cross sections of street improvements		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 checked="" type="checkbox"/>	Location of monuments
	Complete curve data	<input checked="" type="checkbox"/>	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

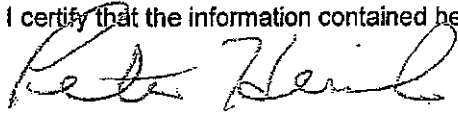
DATE _____

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
- ☐ 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)

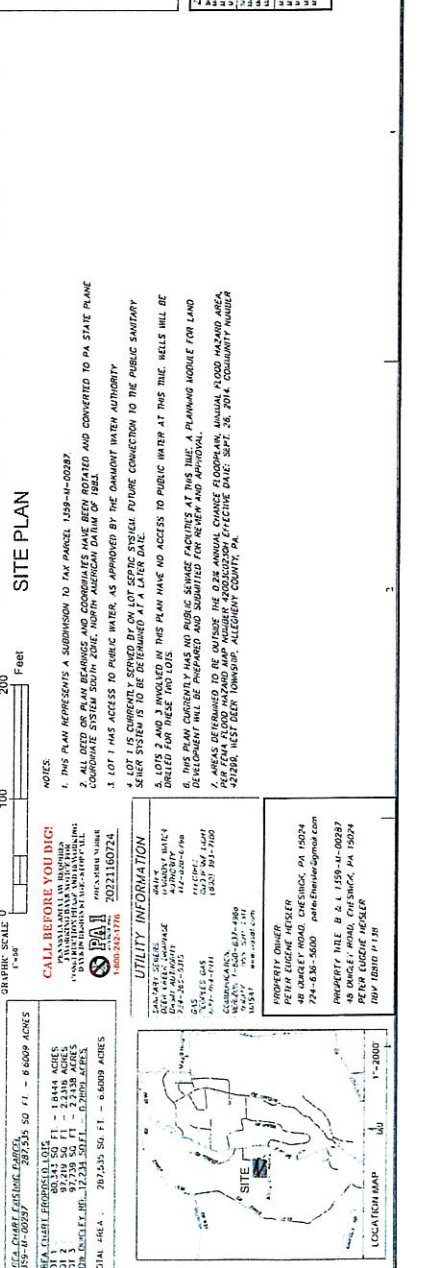
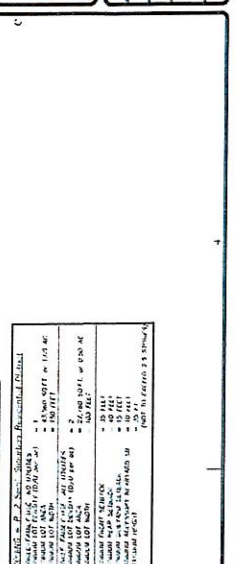
I certify that the information contained herein is true and correct.



Applicant – Signature

11/22/2023

Print Name





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

Mars Office

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

email@hampton-tech.com
www.hampton-tech.com

December 12, 2023

Joseph Shook, Board of Supervisors
West Deer Township
109 East Union Road
Cheswick, PA 15024

Request for Modification

Mr. Shook,

Our client would like to request a modification to the zoning code for the project listed below.

Project Name: Heisler Plan of Lots

Location: 48 Quigley Road, Cheswick PA 15024

Code Section for the modification request:

185-26.N (Table A) which indicates maximum slope for a private road is 14%.

Proposed modification to the code section:

The Heisler plan of lots proposes a maximum slope of 18%.

Hardship:

Due to the existing topography a 14% slope would require a winding private road utilizing various twists and turns to ascend to the top lot of the property. This would increase the amount of disturbed land, increase excavation time and cost, increase the total length of the roadway for the residents and make the private road more difficult to maintain.

If the 14% slope was achieved by simply reducing the elevation of the road it would make the private driveways off of the private road very steep and more difficult to navigate which could potentially low the property value of Lot 2 and Lot 3.

Benefits of the modification:

With the proposed 18% slope the minimum amount of land disturbance will occur while still achieving the intent of the provision. It will also allow the individual private driveways to easily flow into the lots while allowing the private road to be more easily maintained in the future. The overall subdivision will allow for 2 additional new homes in the Township and increase property values of the neighboring homes.

The proposed modification does not pose any health or safety risks to the neighboring homes or community as a whole. The overall subdivision will also extend the public

sewer to Quigley Road which could be a great benefit to neighboring properties that may want to utilize public sewage in the future.

Respectfully submitted,

A handwritten signature in blue ink, reading "Robyn A. Brady". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robyn A. Brady
Project Manager, HTA

Cc: William Payne, Dani Richthammer, Scott Shoup, Daniel Mator

PRIVATE ROAD EASEMENT/MAINTENANCE AGREEMENT

THIS PRIVATE ROAD MAINTENANCE AGREEMENT, (this "Agreement") is made as of this ___ day of December, 2023 (the "Effective Date") by and among PETER EUGENE HEISLER ("Grantor") for the benefit of (Lot 2 Owner) and (Lot 3 Owner), as husband and wife.

WITNESSETH:

WHEREAS. Grantor is the owner of that certain property situated in West Deer Township, Allegheny County in the Commonwealth of Pennsylvania, designated as Tax Parcel 1359-M-287 by the Allegheny County Department of Real Estate, and shown on Exhibit A attached hereto ("Grantor's Property");

WHEREAS. on or about the Effective Date. Grantees will have acquired title to that certain property situated in West Deer Township. Allegheny County in the Commonwealth of Pennsylvania, designated as a portion of Tax Parcel (TBD) by the Allegheny County Department of Real Estate, which property is also depicted and identified as "Lot 2 and Lot 3" on Exhibit A attached hereto ("Grantee's Property");

WHEREAS, Heisler is the owner of that certain property situated in West Deer Township, Allegheny County in the Commonwealth of Pennsylvania, designated as Tax Parcel 1359-M-287 by the Allegheny County Department of Real Estate ("Heisler's Property"). and such Heisler's Property is benefitted by the Private Road (as hereinafter defined) pursuant to that certain Easement Agreement dated (TBD) by and between the Peter Eugene Heisler, Lot 1 Owners, Lot 2 Owners;

WHEREAS. that certain private roadway located on Grantor's Property and shown on Exhibit A attached hereto ("John's Way") provides ingress and egress to and from Grantor's Property to Quigley Road; and

WHEREAS. it is the desire of Grantor to grant to Grantee. their heirs, executors, administrators. successors and assigns. certain non-exclusive easement rights and privileges authorizing Grantee to utilize the Driveway for ingress and egress to and from the Grantee's Property to Quigley Road. and for such certain other purposes more particularly described herein.

NOW, THEREFORE. with the foregoing recitals incorporated by this reference. in consideration of the mutual promises contained herein and additional consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby

acknowledged, and intending to be legally bound hereby, Grantor, Grantees hereby agree as follows.
with the intent to be legally bound:

1. Grant of Easement. Grantor, for itself and its successors and assigns, hereby grants and conveys to Grantee, and their heirs, executors, administrators, successors and assigns, in accordance with all the terms of this Agreement, a perpetual non-exclusive easement upon, across and through the portions of the Grantor's Property upon which the Private Road is located (as depicted on Exhibit A) for pedestrian and vehicular ingress and egress, utility access to and from the Grantee's Property, for the benefit of Grantee, their family members, guests, invitees, licensees, contractors and agents. The foregoing easement is expressly limited to the purpose of allowing Grantee, their family members, guests, invitees, licensees, contractors and agents to utilize the Driveway to have ingress and egress to and from the Grantee's Property from Quigley Road and utility access to Lot 2 and Lot 3.

2. Mutual Covenants. Grantor. Grantee and or their respective heirs, executors, administrators, successors and assigns shall each not take or fail to take any actions or allow or permit others to take or fail to take any actions which interfere with the easement rights and privileges granted by this Agreement. No party shall allow or permit any storage of material on, any obstruction of, or the construction of any temporary or permanent structures, buildings or improvements upon the portions of the Grantor's Property upon which the Private Road is located.

3. Duration of Easement Rights Created by this Agreement. The easement rights and privileges granted by this Agreement shall be perpetual and may be terminated only upon the mutual written agreement of Grantor and Grantee or their respective heirs, executors, administrators, successors and assigns.

4. Maintenance and Repair of Private Road. Grantor shall at all times keep the Private Road in good condition and repair, subject to the terms and conditions of this Agreement. Grantor shall be responsible for routine maintenance and upkeep of the Private Road. Grantees shall be solely responsible for all upkeep, maintenance and repair of the portion of the Private Road located on the Grantees' Property or Lot 2 and Lot 3.

(as applicable).

5. Covenants Running with the Land. The easement rights and privileges hereby granted, the restrictions hereby imposed, the indemnity obligations herein contained, and the agreements herein contained shall be easements, covenants, obligations and restrictions running with the land and shall inure to the benefit of and be binding upon Grantor, Grantees and their respective heirs, executors, administrators, successors and assigns, including without limitation, all subsequent owners of the Grantor's Property, Grantees' Property.

6. Entire Agreement. This Agreement expresses the entire agreement of the parties. All prior understandings and agreements, whether oral or written, are hereby

merged into this Agreement. This Agreement may only be modified by an instrument in writing signed by the parties hereto.

7. Notices. All notices under this Agreement shall be in writing and shall be delivered personally or mailed by certified mail, postage prepaid, and return receipt requested, to the addresses of the parties set forth on the first page of this Agreement or such other addresses as the parties may designate in writing.

8. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania, without regard to the principles of the conflicts of laws thereof.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed the day and year first above written.

GRANTOR:

PETER EUGEN HEISLER

Peter Eugene Heisler

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this, the ___ day of December 2023, before me, a Notary Public for the

Commonwealth of Pennsylvania, personally appeared Peter Eugene Heisler, who, executed, in my presence, the within instrument for the purposes herein contained.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

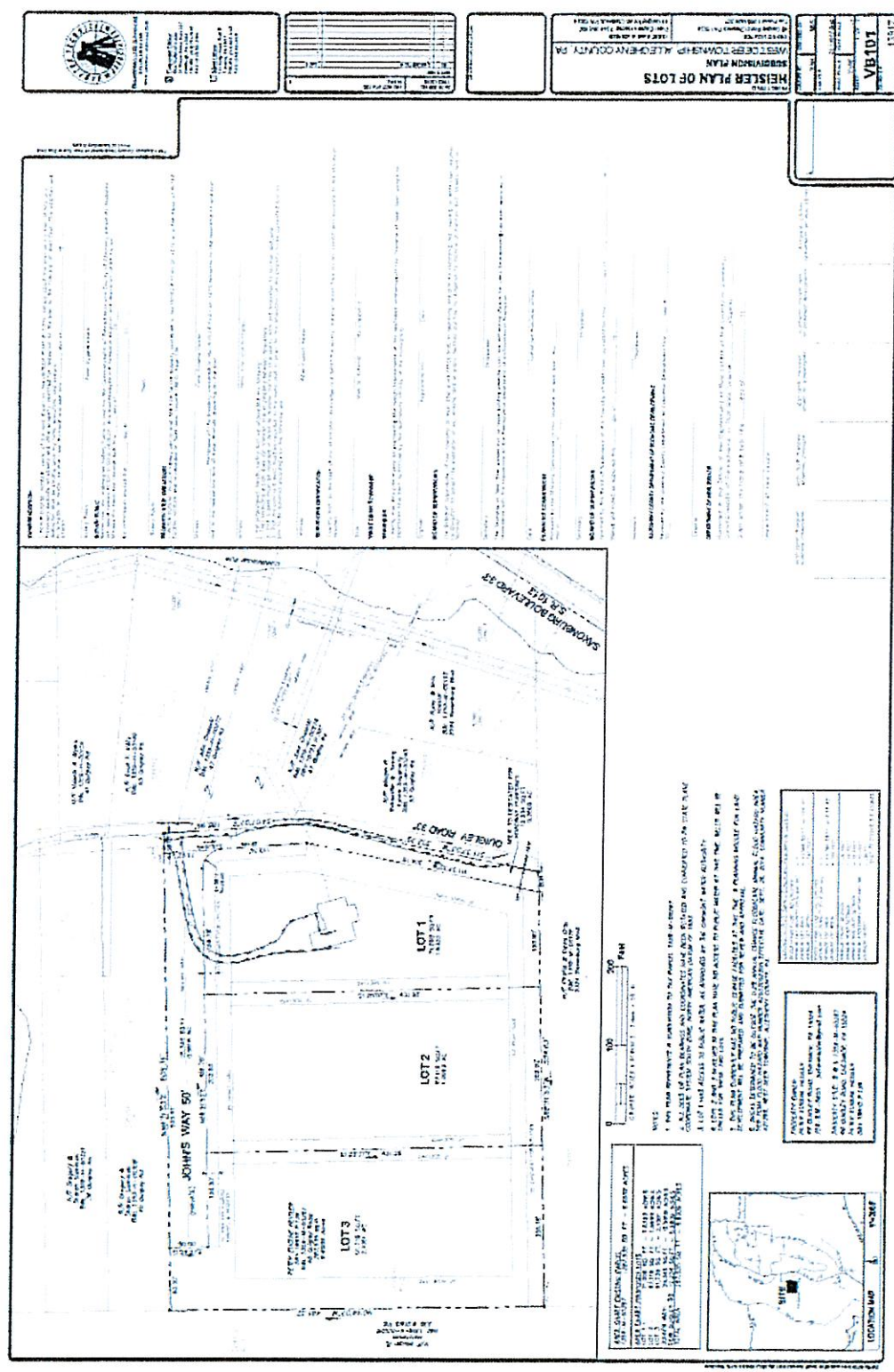
My Commission Expires:

[Grantor's Signature Page to Private Roadway Easement Agreement]

GRANTEE:

GRANTEE:

Exhibit A



Mail to: Sebring & Associates
Attn: Joshua Hall
339 Old Haymaker Road, Suite 1101
Monroeville, PA 15146

**DECLARATION OF EASEMENT
AND MAINTENANCE FOR PRIVATE ROAD**

THIS **DECLARATION OF EASEMENT AND MAINTENANCE FOR PRIVATE ROAD** ("Declaration") is made and effective this _____ day of _____, 2024, by **PETER E. HEISLER** (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real estate containing 6.64 acres of land located in West Deer Township, Allegheny County, Pennsylvania, as shown on the Heisler Plan of Lots ("Subdivision Plan"), as recorded in Plan Book Volume _____, Page _____ (preliminary plan currently attached as Exhibit A), and being identified as Block and Lot No. 1359-M-287, and located at an address commonly known as 48 Quigley Road, Cheswick, PA 15024 (hereinafter referred to as the "Property"); and,

WHEREAS, the Subdivision subdivided the Property into Lots 1, 2 and 3 (each a "Lot", and collectively "Lots");

WHEREAS, Declarant intends to construct a common access road to be known as **JOHN'S WAY** ("Easement"), which is a 50-foot-wide private road across a portion of each Lot for the purpose of ingress and egress to a public street known as Quigley Road;

WHEREAS, Declarant desires to establish certain covenants and joint maintenance responsibilities for the lot owners (each a "Lot Owner", and collectively "Lot Owners") in the Subdivision Plan which are set forth in the terms and conditions contained herein.

NOW, THEREFORE, Declarant, for himself, his heirs and assigns, in consideration of the above referenced preambles, intending to be legally bound hereby, does hereby declare, grant, and covenant that the Property shall be under and subject to the following Easement and related covenants and restrictions:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Grant of Easement.** Declarant, his heirs, successors and assigns, hereby declares, grants, establishes, creates and will construct upon the Property for the benefit of himself, his heirs, successors and assigns, and any licensees and invitees of the owners of the Property, and for the benefit of any and all Lot Owners, an Easement in perpetuity to be named as "John's Way" and that is depicted on the Subdivision Plan over, upon and across Lots 1, 2 and 3. Declarant, his heirs,

successors and assigns, declares that Lots 1, 2 and 3 of the Subdivision Plan shall include, be subject to, and have a right to access the Easement at all times for purposes ingress, egress and regress in common with all Lot Owners in the Subdivision Plan to and from each Lot and Quigley Road, with such Easement being a 50-foot-wide private access road running from Lot 3 in an eastwardly direction to the south of the property lines of Lot 2 and Lot 1 to the western right-of-way line of Quigley Road. As used herein, the term "Easement" does not include individual driveways or common access ways that are not part of the Easement.

3. **Use.** The Easement created hereby shall be for mutual benefit of Declarant, his heirs, successors and assigns, and any Lot Owner in the Subdivision Plan. The Easement may not be used, changed, modified, interfered with, except as provided for in this Declaration. No Lot Owner shall obstruct any other Lot Owner's right of ingress, egress and regress upon the Easement nor shall any Lot Owner be permitted to park vehicles upon the Easement.

4. **Maintenance of Easement Area.** The maintenance responsibilities of the Easement are as follows:

- i. All Lot Owners shall be responsible to maintain suitable culvert, drainage and curbing necessary for the connection of their driveway with the Easement.
- ii. All future maintenance and improvements of the Easement shall be agreed to by a majority of the Lot Owners and, if so agreed to, each Lot Owner shall bear a pro-rated part of the cost of such maintenance or improvement as set forth below. The pro-rated responsibility of maintenance for each Lot is as follows:

Lot No.	% of cost
1	15%
2	35%
3	50%

- iii. Any work performed by any party without the approval of a majority in number of the Lot Owners shall be at the expense of that party without any right of contribution to such expense by other Lot Owners.
- iv. It is also understood and agreed that if a Lot Owner of a parcel having access over this Easement damages or disturbs the surface of the Easement (other than normal automobile and service ingress and egress), then such Lot Owner shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed or damaged.

5. **Easement Maintenance Costs.** In the event that a Lot Owner does not pay his/her/their pro rata share of costs within thirty (30) days after it is required, or if a party responsible for damage to the private road does not correct the damage within 60 days or within an agreed upon schedule of correction, then the remaining Lot Owners shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby. Said lien shall be foreclosable as a mortgage pursuant to the laws of the

state of Pennsylvania.

6. **Covenants Run With the Land.** The Easement and maintenance responsibilities related thereto shall be perpetual and shall be binding upon and inure to the benefit of the Declarant hereto, and his respective heirs, successors, and assigns, and all persons hereafter claiming by, under, or through Declarant, including future Lot Owners, as a covenant running with the land.

7. **Indemnity.** Each Lot Owner shall indemnify, release and hold harmless any other Lot Owner against all claims, suits, costs, losses, damages from injuries to any person or property arising from or related to an exercise or use of the Easement by such Lot Owner, their guests and invitees.

8. **Assignment.** The benefit of this Easement may be only be assigned to a third-party pursuant to a unanimous vote of all Lot Owners.

9. **Recording.** This Declaration shall be recorded in the Department of Real Estate of Allegheny County, Pennsylvania.

10. **Amendment.** This Declaration may not be modified, amended, or terminated, except by execution and recording of a written consent to such modification, amendment, or termination signed by all Lot Owners.

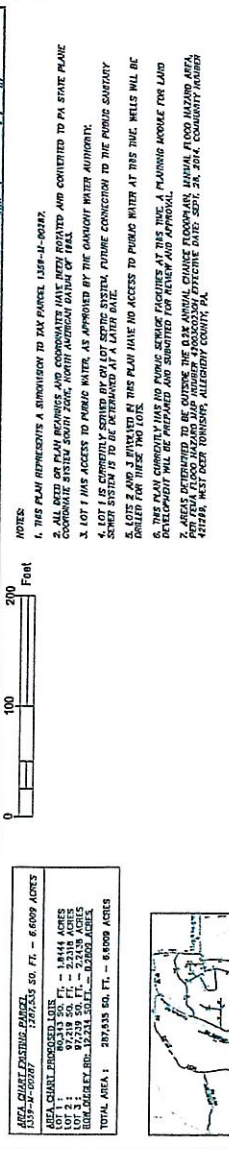
11. **Governing Law.** This Declaration and all rights with respect to the Easement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. If any clause or provision of this Declaration is illegal, invalid, or unenforceable under any present or future law, the remainder of this Declaration will not be affected thereby.

[Signature pages to follow]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS:

ACKNOWLEDGMENT

[illegible][illegible][illegible][illegible]

23

ADOPTION: RESOLUTION NO. 2024-4 (HEISLER SEWER PLANNING MODULE)

RESOLUTION NO. 2024-4

RESOLUTION NO. 2024-4 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE HEISLER PLAN

(SEE ATTACHED)

MR. SHOUP REVIEWED THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION PLANNING MODULE DOCUMENTS AND FOUND THE PLANNING MODULE TO BE IN PROPER ORDER. MR. SHOUP THEREFORE RECOMMENDED THAT IT BE APPROVED BY THE TOWNSHIP.

MR. SHOUP.....

ARE THERE ANY QUESTIONS REGARDING THE RESOLUTION?

DO I HAVE A MOTION TO ADOPT RESOLUTION NO. 2024-4 APPROVING THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE HEISLER PLAN?

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

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution 2024-4

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of West Deer Township
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), Allegheny COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Peter Heisler has proposed the development of a parcel of land identified as
land developer

Heisler Plan of Lots, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☒ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify) _____

WHEREAS, West Deer Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (~~Commissioners~~) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of West Deer hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, West Deer Township
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 2024-4, adopted, February 21, 2024.

Municipal Address:

109 East Union Road
Cheswick, PA 15024
Telephone 724-265-3680

Seal of
Governing Body



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)

Date 11-01-2023

Department of Environmental Protection

Southwest Regional Office

400 Waterfront Drive, Pittsburgh, PA 15222

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by David Swab

(Name)

Project Manager _____ for Heisler Plan of Lots

(Title)

(Name)

a subdivision, commercial, or industrial facility located in West Deer TownshipAllegheny County

(City, Borough, Township)

County.

Check one

- ☒ (i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed ☒ revision ☐ supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is ☒ adopted for submission to DEP ☐ transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

- ☐ (ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

Check Boxes

- ☐ Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- ☐ The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- ☐ Other (attach additional sheet giving specifics).

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Resolution of Adoption | <input checked="" type="checkbox"/> 3 Sewage Collection/Treatment Facilities | <input checked="" type="checkbox"/> 4A Municipal Planning Agency Review |
| <input type="checkbox"/> Module Completeness Checklist | <input type="checkbox"/> 3s Small Flow Treatment Facilities | <input type="checkbox"/> 4B County Planning Agency Review |
| <input type="checkbox"/> 2 Individual and Community Onlot Disposal of Sewage | | <input checked="" type="checkbox"/> 4C County or Joint Health Department Review |

Daniel J. Mator Jr.

Municipal Secretary (print)

Signature

February 21, 2024

Date



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

February 6, 2024

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

Via Email

Re: Heisler Plan Planning Module

Dear Mr. Shook,

I have reviewed the Sewage Facilities Planning Module submitted for the above referenced plan and have found the same to be complete and proper. I am therefore in a position to recommend that the Township Board of Supervisors adopt the enclosed resolution approving the planning module if they are also in a position to grant approval to the subdivision plan.

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

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AUTHORIZATION: PAYROLL SOFTWARE AGREEMENT

ATTACHED IS THE DRAFT AGREEMENT FOR PATRIOT SOFTWARE, LLC'S PAYROLL SOFTWARE.

(SEE ATTACHED)

MR. MATOR AND MRS. STARR...

ARE THERE ANY QUESTIONS REGARDING THE AUTHORIZATION?

DO I HAVE A MOTION TO AUTHORIZE THE CHAIRPERSON AND TOWNSHIP MANAGER TO ENTER INTO AN AGREEMENT WITH PATRIOT SOFTWARE, LLC, SUBJECT TO THE APPROVAL OF THE TOWNSHIP SOLICITOR AND TOWNSHIP MANAGER AS TO THE FORM OF THE AGREEMENT?

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

Features

Chosen by 84% of customers

Basic Payroll

Easily run your own payroll and handle payroll taxes yourself.

\$17 /month

+ \$4 per employee (or 1099 contractor)

Full Service Payroll

Quickly run your own payroll, then we'll handle your payroll taxes.

\$37 /month

+ \$4 per employee (or 1099 contractor)

+ \$4 per employee (or 1099 contractor)

✓ Unlimited payrolls	✓	✓
✓ Free 2-day direct deposit for qualified customers	✓	✓
✓ Multiple pay rates	✓	✓
✓ Free employee portal	✓	✓
✓ Electronic or printable W-2s	✓	✓
✓ All pay frequencies	✓	✓

▼ On-the-fly pay rate changes	✓	✓
▼ Customizable hours, money, deductions	✓	✓
▼ Time-off accruals	✓	✓
▼ Pay contractors in payroll	✓	✓
▼ Optional 1099 e-Filing	✓	✓
▼ Comprehensive payroll reports	✓	✓
▼ Departments	✓	✓
▼ Multiple locations	✓	✓
▼ Add unlimited users with permissions	✓	✓
▼ Net to Gross Payroll tool	✓	✓
▼ Mobile friendly	✓	✓
▼ Accounting Software integration	✓	✓
▼ Time and Attendance integration	✓	✓

▼	HR integration	✓	✓
▼	Free expert software support	✓	✓
▼	Free payroll setup assistance	✓	✓
▼	Free 401(k) integration	✓	✓
▼	Free workers' comp integration	✓	✓
▼	We'll file and deposit federal payroll taxes		✓
▼	We'll file and deposit state payroll taxes		✓
▼	We'll file and deposit local payroll taxes		✓
▼	We'll file year-end payroll tax filings (no additional fees)		✓
▼	Tax filing accuracy guaranteed		✓

More info about our software products

Accounting

Payroll

FAQs

Reports

Customers & Reviews

CUSTOMER SUBSCRIPTION AGREEMENT

This Customer Subscription Agreement ("Agreement") is effective on the date you accepted this agreement as set forth below individually or as an authorized representative of Customer (the "Effective Date"), and is entered into by and between Customer, and Customer's affiliates by common ownership and or control, ("Customer," "you" and "your"), Patriot Software, LLC, ("PSL"), and Patriot Software Payments, LLC ("PSPL"), each a Delaware Company ("our", "we", and "us") (each, a "Party," and together, the "Parties").

PSL has developed proprietary software applications and related documentation for accounting, human resources, and payroll functions that also may include, if licensed by you, the ability to transfer funds through PSPL on our hosted platform (the "Software" and collectively the "Service" or "Services").

Customer is an individual, company, or other legal entity intending to use the payroll, accounting, human resources, and other functions of the Services.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WE PROVIDE THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT AND DO NOT LICENSE THE SOFTWARE AND SERVICES TO YOU, AND YOU MUST NOT ACCESS, INSTALL, OR USE THE SOFTWARE OR SERVICES.

1. **Provision of Service.** Patriot shall make the Service available to Customer pursuant to this Agreement and all applicable exhibits and schedules attached hereto or incorporated herein by reference during the application and set-up process for Services.
2. **License to Use.** Once your application for Services is accepted by us through the set-up process, and you are given access to configure and use the Software, and conditioned on your continued payment of all Fees due hereunder and strict compliance with this Agreement, we grant you and your authorized users, as determined solely by you, (hereafter "User " or " Users") a subscription license, which is a fixed term, worldwide (subject to

export control regulations), non-transferable, non-sublicensable, and non-exclusive, license to access and use our Service, in object code format. You are responsible for all use of the Service as authorized herein by all Users.

3. **Authorization on Account.** We maintain security on your account through the use of usernames, passwords, and your Patriot identification number, which shall be unique and created by each User ("Login Credentials"). Login Credentials shall be securely maintained by you and Users. Users shall not share or publicly display Login Credentials. You shall immediately notify us if you know or suspect Login Credentials were improperly disclosed or compromised. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such security features.

4. **Software Restrictions.** You agree and covenant that you will not: (i) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, with respect to the Services; (ii) reverse engineer, decompile, translate, adapt or disassemble Services in an attempt to reconstruct or discover the source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) remove, delete or alter any trademarks or any copyright, trademark, patent or other intellectual property rights notices from Services; (iv) use Services other than intended or in violation of the license granted herein, applicable laws, rules, regulations, codes or ordinances; or (v) cause or authorize any third party to do any of the foregoing.

5. **Warranties and Disclaimers.**

A. **Customer.** You represent and warrant that:

1. you are not, and that you do not and will not do business with, and that you are not owned or controlled by, any person or entity or beneficial owner that is on a prohibited or embargoed list by law or regulation or by any agency of the United States government, and you agree to furnish us, on or near the Effective Date and in accordance with Section 17, below, with a list of any owner(s) or beneficial owner(s) that own(s) or controls at minimum twenty five percent (25%) of the stock or other equity units in Customer, and to supplement this list promptly with in the event that such ownership changes.
2. you will comply with all applicable laws, rules, and regulations.
3. you possess or will obtain appropriate authorizations, approvals, or compliance certifications, as may be required by us or by any regulating agency or entity for the transfer of funds including, but not limited to, the requirements of NACHA.
4. you are responsible for the accuracy and completeness of all data entered by you or on your behalf in the Software ("Material Data"), and for all settings in

the Software selected and used by you even if configured by us at your requestor through any extension of Patriot's services and/or partnerships.

5. you will institute and maintain reasonable security procedures designed to protect: (1) your rights of authorized access to and use of the Service, as required herein; (2) the privacy and security of all Material Data entered on your behalf, and (3) the security of all transactions using the Service for the transfer of funds through third-party banks and financial institutions, and you will comply with any and all other requirements of your banks and financial institutions to which you have agreed.

B. **Patriot**. We represent and warrant that:

1. we will comply with all applicable laws, rules, and regulations, and
2. the Service will comply with specifications for the Service but only if provided by us during the Term, and that we will employ reasonable security measures to protect the Software and Service including periodic backups and maintaining a "firewall" against malicious, harmful, or disabling data, work, codes, or programs. For any proper claim under this warranty made by you during the warranty period, our liability and your exclusive remedy is limited to our provision of commercially reasonable efforts to correct the performance deficiencies provided you provide all information necessary to recreate the failure. At our discretion and in the event we cannot repair the Software we may refund Fees and funds paid by you, but in no event shall our liability for Services exceed the price paid by you for such defective Services.

C. **Disclaimers**.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, PATRIOT MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR SERVICES, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PATRIOT DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE AND SERVICES, INCLUDING UPDATES, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR THE RESULTS OF SOFTWARE USE OR ISSUES WITH OUR SOFTWARE OR SERVICES ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH THIRD PARTY HARDWARE, SOFTWARE OR SYSTEMS NOT PROVIDED BY US, INCLUDING FEDERAL, STATE OR LOCAL GOVERNMENT, BANKING, AND FINANCIAL INSTITUTIONS. YOUR USE OF CERTAIN LICENSED FUNCTIONS IN THE SOFTWARE IS DEPENDENT ON THE

AVAILABILITY AND COVERAGE OF FINANCIAL NETWORKS AND TECHNOLOGIES, AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF SUCH SYSTEMS OR FACILITIES. WE DO NOT GIVE ANY PROFESSIONAL TAX OR ACCOUNTING ADVICE TO INCLUDE, BUT NOT BE LIMITED TO, THE LICENSING AND USE OF OUR SOFTWARE AND SERVICES; YOU SHOULD CONSULT WITH YOUR ACCOUNTING AND TAX PROFESSIONAL IN THIS REGARD. ACH SERVICES OFFERED IN RELATION TO CUSTOMER ORIGINATION OF CREDITS AND/OR DEBITS, SENT BY PATRIOT, ARE WARRANTED BY PATRIOT AND PATRIOT ACCEPTS LIABILITY FOR THE AMOUNT OF FUNDS ONLY TO THE EXTENT CUSTOMER HAS FUNDED SUCH CREDITS AND DEBITS AND IN ACCORDANCE WITH CUSTOMER ORIGINATION INSTRUCTION.

6. **Confidentiality.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Discloser") disclosed to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Material Data, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information will not include information that Recipient can reasonably demonstrate through written evidence: (a) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (b) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (c) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (d) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose your Data if required pursuant to judicial, governmental, or administrative process, requirement, order, or disclosure demand, or as may be required by our banks and financial institutions in connection with audits by same. Recipient agrees: (a) to hold Confidential Information disclosed to it by the other party strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser's Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to Discloser's Confidential Information to those of its and its Affiliates' employees, contractors, agents, legal and financial advisors, and consultants ("Representatives") who have a need to know the information in connection with the performance of Recipient's obligations under this Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Recipient will be responsible for any breach of this Agreement by the Representatives of Recipient or its Affiliates. The Parties' confidentiality obligations herein will survive the termination or expiration of this Agreement for a period of five years. Recipient

acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that in the event of such actual or threatened breach Discloser may seek injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

7. **Modifications to Software.** Customer agrees that Patriot may, for internal use and for the benefit of your experience and service, record, collect, use, and distribute data and related information (including, but not limited to, technical information pertaining to Customer's computers, devices, systems, software, and peripherals, phone calls, emails, or any other communication or latent information incorporated with communications), for purposes of improving Company's products, customizing services, and research.
8. **Data Access.** In the event we receive a request for information from you concerning access via the Services to your Material Data, Patriot will, if appropriate, investigate and determine the authorization for, use, and method of, such access.
9. **Term, Fees, and Payment.** The subscription and license granted in this Agreement are monthly and this Agreement will automatically renew each month with the payment of Fees due, and your continued access to, and/or use of, the Services. You agree to pay all subscription fees due for Services, including all add-on functions, and modules selected by you during the set-up and enrollment process. You further agree to provide us with, and to maintain with us at all times, a valid and approved credit card, and you authorize us to charge your credit card for all subscription fees and additional services due hereunder for continued rights of use and access to Service. Fees for Services will become due monthly in arrears after the expiration of the promotional period, if any, and Fees will be automatically assessed and charged to your credit card at the end of each month. In the event that your credit card does not have sufficient credit limits to pay Fees due, you agree to pay such Fees in full immediately by wire transfer and provide another credit card with sufficient credit limits to pay Fees in the future. Fees for Services are subject to change in our discretion, and you agree to pay such Fees, provided we furnish you reasonable advance notice in accordance with Section 17, below.
10. **Late Payments.** Fees will not be refunded after they are invoiced. Payments not either chargeable to a valid credit card or otherwise received by us within thirty (30) calendar days of the due date will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If any fees due have not been timely paid, we may, in addition to all other remedies, suspend or discontinue services and/or withhold payment to third parties until and unless you make full payment.
11. **Additional Terms and Conditions: Payroll Tax Filing Service Software.**
 - A. **Scope of Service.** Payroll Tax Filing Service Software is restricted to the processing of payroll and tax funds and information. Patriot will perform the following tasks pursuant to your provided information, for selected tax jurisdictions you request we

administer on your behalf, in accordance with applicable law and any limitations set forth in the Tax Processing Authorization Form(s) for your account, excepting therefrom any state and local jurisdiction which Patriot does not service: (1) Collect and deposit mandatory federal, state, and local employment taxes as required, and nonmandatory local employment taxes as requested; (2) File all periodic federal, state, and local employment tax reports as required, and nonmandatory local employment tax reports as requested; and; (3) Electronically file all Form W-2s and Form W-3s with the Social Security Administration for that calendar year. We will invoice the correction of your errors at Patriot's then standard hourly rates.

- B. Control of Funds.** Customer's funds for the payment of payroll taxes hereunder are administered through irrevocable trust account(s) with third-party banks and/or financial institutions not controlled or managed by Patriot. Patriot is only a third-party sender/administrator and never receives, controls, or directly transfers your funds. All fund transfers for the payment of payroll taxes hereunder by Customer are solely at Customer discretion and control. Any such payroll and payroll tax transfers are made by Customer and in Customer's name, and for Customers benefit.
- C. Tax Responsibilities.** You will be solely responsible for any fees, penalties, interest, or other charges incurred as a result of underpaid or late payroll tax payments and/or filings resulting from your error, late entry, change, or your failure to comply with any applicable law, rule, or regulation. If you have any tax liability for the tax year before using the Payroll Tax Service Software, you are responsible for providing Patriot Software with your historical tax information from the beginning of the tax year through the date the Tax Filing Service goes into effect. If your relationship with us is terminated for any reason, we will not be responsible for depositing any current and/or future payroll taxes for partial tax periods nor will we be responsible for filing any W-2s or other documents for partial tax periods past the effective date of termination. We will refund any tax collected but not deposited.

12. Additional Terms and Conditions: Automated Clearing House (ACH) and Corporate Credit and Debit ("CCD") Transactions.

- A. Direct Deposit Services.** Direct Deposit Services must be separately selected and licensed by you during the set-up process or afterwards as an add-on to your license to payroll software and is used to disburse payroll to Customer's employees, agents, and contractors. Direct deposit instructions are sent by PSPL at the direction of Customer.
- B. Customer Identification Procedure.** Prior to executing direct deposits, you hereby agree that we may validate and verify your information, such as your bank, credit reporting agencies, public information, internet searches, and/or other agencies,

through any commercially reasonable methods to validate your identity and/or credit history.

C. Compliance with Laws, Rules, Regulations and Third-Party Bank Agreements in the Processing of CCD and ACH Transactions. You acknowledge that Patriot may rely on your warranties and covenants herein to comply with all applicable laws, rules, regulations, and commercial banking agreements you have entered that require you to establish and maintain privacy and security protocols intended to protect against the unauthorized, unlawful, fraudulent and/or unintended breach of privacy and/or disbursement of your funds, and any such terms and conditions are incorporated herein by reference as if written herein.

D. Automated Clearing House (ACH) Timing. Unless an exception applies, payroll services hereunder must be executed by you, with sufficient funds in your business account, at least four banking days before the intended pay date. Patriot, as a third party sender, submits Your ACH instruction and accepts liability for transmitted funds to the extent you have provided and made such funds available. No earnings or interest shall accrue to Customer at any time for any reason. You are solely responsible for verifying that all funds have been accurately transferred and Patriot is responsible for verifying funds were transmitted according to your originated ACH entries. You agree to maintain all payroll, tax, or other records you need for reference, even though we may have information about the payments in our files and that We may establish certain security limits on the payment submissions we process, such as a maximum number of transactions or dollar limitations. We will make reasonable efforts to notify you if we are unable to complete your funds transfers. Payments taking place after certain processing deadlines may be considered to occur on the next business day. Any exceptions to the four-banking day rule may be revoked in part or whole by us at any time.

E. Refusal to Process. We may refuse to process your payments if we have reason to believe your account balance is insufficient to cover the dollar amount of the payments or for any other legitimate business reason. If any amount debited against your account is dishonored or returned by your bank or financial institution for any reason including, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, We may; (a) reverse any corresponding credit issued to us, you, your employees or any other party without liability to you or any other party, (b) reverse direct deposit transactions, (c) refuse to perform further Services, (d) apply any money currently in process/transit to any inadequately funded transaction, (e) charge you an insufficient funds penalty fee for each occurrence, (f) report this information to any and all credit agencies and/or financial institutions, (g) revoke expedited privileges, and/or (h) immediately terminate this Agreement.

F. Inability to Process. In the event of interruption of Patriot's ability to transmit Customer ACH instructions, Patriot will give best efforts to remedy such interruption

and transmit ACH instructions as soon as reasonably possible through regular business processes. The only remedy for delay of payment is more time, not to exceed 7 working bank days.

G. Guaranty.

1. **Guarantor.** The undersigned, if entering into this Agreement on behalf of Customer, which is a company or other legal entity, as its duly authorized representative, you shall also be identified herein by use of the terms "you," "your," and "Guarantor."
2. **Guaranty.** You Unconditionally guarantee and promise to pay Patriot any and all indebtedness incurred by Customer. The word "indebtedness", as used herein, is to be broadly interpreted to include all advances, debt, chargebacks for any reasons, and liabilities of originators or any one or more of them previously incurred, now existing or hereafter made, incurred or created, whether voluntary or involuntary, or whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations or whether such indebtedness may be or hereafter becomes otherwise unenforceable. As between Patriot and Guarantor, the Guarantor is liable as principal debtor for all of the covenants as embodied in this Agreement. Any agreement between Patriot and the Guarantor diminishing the liability of the Guarantor under this Agreement, altering any term of this Agreement, or imposing any condition against the operation of any such term, is deemed void and of no force or effect. In addition to other warranties set forth in this Agreement, you further warrant that there are no other agreements, representations, terms or conditions, that have been relied upon by you that are not expressly stated in this Guaranty.

13. **Limitation of Liability.** We will not be liable to anyone, regardless of cause, for any indirect, special, incidental or consequential damages (including without limitation lost profit, lost data, or business interruption), or any other damages, caused in whole or part by disclosure, failure, delay, interruption, unavailability, corruption, degradation, loss, your use, your inability to use, or the results of your use of the Service, for your input of Material Data, for any changes or modifications to account or otherwise requested by you or by any third-party due to your failure of security, or any other damages arising from any provision of this Agreement. This limitation will apply regardless of whether such claim is based in contract, tort, or other applicable area of law, and whether you advise us of the possibility of such damages. Should the Services prove defective, damaged, corrupt, or unusable, we will endeavor to assist you in recovery, extraction, correction, or repair of Material Data; however, you (not us) assume the entire cost of all such recovery, extraction, correction, or repair (except as may be otherwise agreed in the "maintenance and support" terms linked to this Agreement or provided during your enrollment). In any event, the total amount of aggregate damages for which we will be liable to you, regardless of the type, amount at controversy, or number of claims, is one-twentieth (5%) of the total Fees paid to us by you

under this Agreement during the last twelve (12) calendar months immediately prior to the date on which you claim your first damages accrued.

These limitations of liability are agreed allocations of risk constituting in part the consideration for Patriot's license of service to you, and such limitations will apply notwithstanding the failure of the essential purpose of any limited remedy. These limitations do not apply to liabilities incurred pursuant to receipt and guarantee of Patriot to transmit funds per customer instruction.

14. Indemnification.

A. Patriot. We shall be responsible for, and shall indemnify, defend and hold harmless Customer from any damages, liabilities, charges, expenses, and claims (including any suit) brought against Subscriber by a third party alleging that any of the Service infringes a United States or Canadian patent, copyright, mask work right, or any other third party intellectual property right and shall pay all costs and damages finally awarded, provided that Customer gives us prompt written notice of such claim, and information, reasonable assistance and sole authority to defend or settle the claim. We shall not have any liability if the alleged infringement arises out of Customer's technology, Customer combining with, adding to, or modifying the Software, or Customer's failure to use materials or instructions provided by us that would have rendered the Service non-infringing. In the defense or settlement of the claim, we may obtain for Customer the right to continue using the Service, may replace or modify the Service so it becomes non-infringing, or, if such remedies are not reasonably available, may terminate this Agreement. PROVIDER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL OR SPECIAL DAMAGES. PROVIDER'S SOLE OBLIGATION FOR INDEMNIFICATION OF SUBSCRIBER OR CLAIMS OF INFRINGEMENT BY SUBSCRIBER IS DESCRIBED IN THIS SECTION AND, NOTWITHSTANDING ANY OTHER TERMS IN THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT PAID BY SUBSCRIBER AS SUBSCRIPTION FEES FOR THE INFRINGING SERVICE.

B. Customer. You will defend, indemnify, and hold us and our shareholders, members, directors, officers, employees, agents, and assigns harmless from and against any liability, obligation, claim, judgment, loss, cost, damage, or expense (including settlement amounts, reasonable attorney's fees, and all fees and costs) which results from: (a) your use of or inability to use the Service; (b) the loss, destruction, or corruption of your Material Data; (c) your performance under this Agreement; (d) your breach of any term, covenant, representation or warranty contained in this Agreement; (e) the other acts or omissions (including without limitation reckless and/or intentional acts or omissions) committed by you or your employees, contractors, and agents, (f) your failure to follow reasonable privacy and security protocols or those required by your banks and financial institutions through which funds transfers are initiated by you hereunder, (g) for any data entry, changes, or other actions made in the Software by Users, which shall include changes solicited

from Patriot through such Users and/or anyone with the capacity to impersonate a User and who gains access to, and uses, the Service with your direct or indirect authorization, or through your lack of appropriate security procedures, and; (h) your failure to follow the venue requirements for disputes hereunder.

- C. Funds Transmission.** To the extent Patriot services are construed as an agency relationship under State Law, Patriot's agency and liability is limited to transmission of funds received in payment of a Customer obligation, per Customer instruction, subject to the terms and conditions of this agreement.

15. Intellectual Property. The Service and all User Documentation is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Patriot is and will remain the sole owner of all intellectual property rights associated with the Service or any of its components such as names, trade names, trademarks, and service marks. Further, you agree that if, in the course of using our Services, you acquire any goodwill, publicity, or reputation ("Moral Rights") in our Service or any of its components, then you will notify Patriot, and assign all such Moral Rights to us without additional consideration. Also, all "Work Product" that may be created by us pursuant to this Agreement or any endeavor, as defined by the copyright laws of the United States, related to, or arising out of this Agreement, is our exclusive property. None of the Work Product we create pursuant to this Agreement shall be deemed works for hire. All such works shall be and remain our exclusive intellectual and personal property. You hereby irrevocably assign to us, without any reservation, limitation, condition, or additional consideration, all intellectual and/or personal property rights that you may have or claim in the Service or any of its components. Further, you agree to execute any and all documents we deem required and assist us in obtaining registration of such property rights.

16. Force Majeure. Patriot shall not be held in breach of this Agreement by reason of any failure or delay in its performance hereunder if such failure is due to causes beyond its reasonable control, including but not limited to, acts of the other party, act of God, inability beyond reasonable control to obtain necessary labor or materials, or events such as pandemics, fires, floods, earthquakes, storms, war, act of public enemy, civil commotion, and the like by any law, rule, regulation, order or other action by any public authority. In the event of interruption of service, Patriot's sole obligation must be to restore service as soon as is reasonably possible.

17. Notices. All notices required or permitted hereunder will be sent in writing by U.S. Mail, email, or a recognized national express courier, or if required to be made by Patriot Software, notice may be posted by us on your dashboard or by any reasonable other method. You must give us timely notice of any change in your address, credit card, or bank account information.

18. Termination. Either party may terminate, suspend, or discontinue this Agreement upon notice to the other as permitted herein. We may terminate this Agreement, and suspend all Services immediately, for cause, if we determine you are using Services in violation of this

Agreement or any law, rule, or regulation that would preclude you from using the Services. Upon termination of this Agreement for convenience or cause, all licenses of use granted herein shall terminate, except that you may access Material Data in "read only" or similarly restricted format for such reasonable amount of time after termination that Company permits limited access. In the event of a breach of this Agreement, Patriot may terminate, suspend, or discontinue this Agreement without notice in addition to other remedies. We will not reimburse you for or refund fees for any unused Services. In addition, you will be responsible for all Service fees due or incurred during the notice period and until the date of termination in accordance with this Agreement.

19. Effect of Termination: Data. On the date of termination, access to the Services and Material Data will be changed to "read only." You will no longer be able to add new Material Data, edit data, or perform functions using the Software. We are not obligated to retain your Material Data for any period of time greater than one year from the effective date of notice of termination, suspension, or discontinuation, and if you do not make arrangements with us to return your Material Data to you within that time, we may delete and/or dispose of it in our sole discretion.

20. Governing Law and Forum. This Agreement and all disputes arising out of this Agreement are governed exclusively by the laws of the state of Ohio without giving effect to its conflict of law principles. The parties hereto agree that any suit, action or proceeding arising out of this Agreement must be commenced and proceed only in a state court, or in the closest federal court to, Stark County, Ohio, and each of the parties hereto consents to the personal jurisdiction of any such state or federal court and waives any objection to the venue of any such suit, action or proceeding. The parties agree that in the event that any party hereto institutes a proceeding involving this Agreement in a jurisdiction outside Stark County, Ohio, that such actions shall be deemed frivolous and in violation of this Agreement, and the other party shall be entitled to recover any resulting costs, losses, and expenses incurred by that party due to the breach of this item.

21. Amendment. We may, at any time and in our sole discretion, change, modify, amend, delete, or add to the terms of this Agreement provided you are furnished with advance notice of same as permitted herein and that you accept such amendment in a manner consistent with or materially similar to the method for accepting this Agreement. Any such amendment will become effective immediately upon such acceptance. We may terminate this Agreement in the event you fail to accept an Amendment.

22. Surviving Sections. You remain obligated under all those provisions of this Agreement which, by their nature and effect, obligate you for a time period beyond termination and/or completion of this Agreement.

23. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto

shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

24. Entire Agreement. This Agreement sets forth the entire agreement of the parties as it relates to the Services and subject matter herein and supersedes all other oral or written agreements governing your use of the Service.

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**AUTHORIZATION: TRANSFER OF POLICE VEHICLES TO WEST
DEER EMS & VFD #2**

IN LIEU OF SELLING RETIRED POLICE VEHICLES, THE BOARD OF SUPERVISORS AGREED TO DONATE THEM TO TOWNSHIP EMERGENCY SERVICES IF REQUESTED, AND ON A FIRST-COME/FIRST-SERVE BASIS.

WEST DEER EMS & VFC #2 EACH REQUESTED A POLICE SUV, AND THE CHIEF LOPER PRESENTED MEMOS FOR EACH VEHICLE AS ATTACHED.

CHIEF LOPER.....

ARE THERE ANY QUESTIONS REGARDING THE AUTHORIZATION?

DO I HAVE A MOTION TO AUTHORIZE THE TRANSFER OF TWO POLICE SUVS TO THE WEST DEER EMS AND VFC #2 AS PRESENTED?

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



INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert Loper, Chief of Police
Subject: Police Vehicle
Date: 12/13/2024

Mr. Mator,

I am requesting that the transfer of title to a decommissioned police vehicle be placed on the February 21, 2024 agenda for the Board of Supervisors consideration. West Deer Volunteer Fire Company #2 has agreed to take this vehicle in its current condition.

Vehicle Information:

Year: 2016
Make: Ford
Model: Explorer
Vin: 1FFM5K8ARXGGC72757
Mileage: 113,480



INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert Loper, Chief of Police
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I am requesting that the transfer of title to a decommissioned police vehicle be placed on the February 21, 2024 agenda for the Board of Supervisors consideration. West Deer EMS has agreed to take this vehicle in its current condition.

Vehicle Information:

Year: 2017
Make: Ford
Model: Explorer
Vin: 1FM5K8AR1HGC57971
Mileage: 100,474

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NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

27

ANNOUNCEMENTS

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PUBLIC COMMENT (NON-AGENDA MATTERS OF GENERAL TOWNSHIP CONCERN)

THE BOARD WILL HEAR COMMENT ON NON-AGENDA RELATED ITEMS OF GENERAL TOWNSHIP CONCERN AT THIS TIME. PLEASE APPROACH THE MICROPHONE, CLEARLY STATE YOUR NAME AND ADDRESS, AND LIMIT YOUR COMMENTS TO THREE (3) MINUTES.

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ADJOURNMENT

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

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