



**BOARD OF
SUPERVISORS
MEETING**

March 20, 2024

6:45pm: 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
March 20, 2024

6:45pm: Executive Session

7:00pm: Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session
5. Public Comment (Agenda Items Only)
6. Accept Minutes
7. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
8. Police Chief's Report
9. Public Works Foreman's Report
10. Engineer's Report
11. Planning, Zoning, and Code Enforcement Report
12. West Deer Dog Shelter Annual 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: Ordinance No. 457: Oil and Gas Lease Agreement (Range Resources)
19. Adoption: Resolution No. 2024-5 (C2P2 Grant Application)
20. Adoption: Resolution No. 2024-6 (Fee Schedule)
21. Adoption: Resolution No. 2024-7 (Graystone Estates Sewer Planning Module)
22. Authorization: Allegheny County Conservation District Letter of Support
23. Authorization: Hayden-McCowan Lot Line Revision
24. Authorization: Purchase of Police Body Cameras
25. Award: 2024 Road Program
26. Award: Demolition Asbestos Abatement
27. Discussion: Charter Recommendations
28. New Business for Future Discussion/Action
29. Announcements
30. Public Comment (Non-Agenda Matters of General Township Concern)
31. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive Session

- Mr. Robb

5

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.

6

ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE REGULAR BUSINESS MEETING OF JANUARY 17, 2024 AND FEBRUARY 21, 2024.

ARE THERE ANY QUESTIONS REGARDING THE MINUTES?

DO I HAVE A MOTION TO ACCEPT THE MINUTES OF THE JANUARY 17, 2024 AND FEBRUARY 21, 2024 REGULAR BUSINESS MEETINGS AS PRESENTED?

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

January 17, 2024

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	
			<u>668,415.71</u>

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

Restricted	81,470.73
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Fire Tax Fund:

Restricted	32,563.82
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State/Liquid Fuels Fund:

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

Reserved	2,265,382.14
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Capital Reserve Fund:

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

Reserved	5,391,040.31	<u>5,391,040.31</u>
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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 asked when the supervisors would select Board committees. Mrs. Jordan replied that there is currently only one committee – the Public Safety Committee – and that she and Mr. Frey have served as the active members.

Mr. Wiegand questioned if there could be three supervisors on the Committee, and Mrs. Jordan responded that three or more would not be permitted, as three would constitute a quorum.

Mr. Wiegand recommended himself to serve on the committee on the basis of his thirty years of public safety experience, and said it would be a conflict if three supervisors were on the Committee.

Mrs. Jordan stated that it would not be a conflict because it could not happen due to the quorum matter. Mr. Wiegand responded that the meeting could be advertised publicly, but Mrs. Jordan replied that the meetings are held privately – like the recent Safety Committee meeting – and that the current members have been set.

Mr. Wiegand asked when the Committee was set, and Mrs. Jordan and Mr. Frey both responded they never resigned from the committee.

Mr. Robb advised that the Chair appoints the committees, so it is ultimately the Chair's decision who sits on the committees. He added that it is not a majority vote and asked Mrs. Jordan her decision. Mrs. Jordan responded there would be less conflict of interest with Mr. Frey and herself being on the committee. She asked Mr. Frey if he wanted to stay on the committee and he agreed.

Mr. Wiegand again stated that he felt he should be appointed to the Committee given his experience, and said a lot of public safety matters would be coming up where his experience would be valuable. He said either that, or the meetings should be held publicly so he could be part of the deliberations.

Mrs. Jordan responded that there has been a lot of public discussion regarding the appearance of a conflict of interest with Mr. Wiegand serving in such a role, and that she is trying to appease the public by not having him serve in that capacity. She said everyone knows that exists, and that she is addressing it by not having him serve on the Committee.

Mr. Wiegand said that the past discussions have revolved around funding, but that there are other public safety issues in the Township moving forward that he would like to address. He said deliberations outside the public meetings are not allowed, so he is limited. Mrs. Jordan responded by inviting Mr. Wiegand to call her anytime regarding such matters. Mr. Wiegand agreed.

- 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 then discussed various options of 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

February 21, 2024

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 matters of litigation and real property.

Roll Call taken by Mr. Mator – Quorum present

PRESENTATION: ALLEGHENY COUNTY CONSERVATION DISTRICT

Ms. Haley Hoch, Mr. Matt Gordon, and Ms. Amy Miller of the Allegheny County Conservation District (ACCD)

- Ms. Hoch gave an overview presentation of the different programs within the ACCD.
- Mr. Gordon spoke on a contract between the Township and the State to run the Chapters 102 and 105 program.
- Ms. Miller presented a Watershed Program grant opportunity to improve the water resources for Deer Creek. She requested a letter of support from the Board stating the Township was willing to participate in a Steering Committee for the program.

After much discussion between the Board, Solicitor and ACCD, it was decided the Board would think it over and discuss with Mr. Mator to see how feasible it was before making a decision to add to their March agenda.

COMMENTS FROM THE PUBLIC ON AGENDA RELATED ITEMS

- Victoria Austin of Hemlock Street
 - Ms. Austin asked for a timeline of completion for the Zoning Ordinance. Mr. Robb responded that the ordinance is still being worked on internally so ideally the Board could receive a draft in their March meeting, then it would go to the Planning Commission and return to the County Planning. Mrs. Austin questioned if the Gas and Oil Lease Agreement Ordinance on the agenda was an advertisement for the Board to hold a public hearing. Mr. Robb explained that per the Township Charter, all gas and oil lease agreements required an adopted ordinance without the need for a public hearing.
- Tracy Adamik of West Deer Fire Co. #1
 - Mr. Adamik voiced not being satisfied with some of the Fire Tax Policy terms. He also requested clarification of the fire tax expenditures and asked where their excess funds were to go at the end of the year. Mrs. Jordan responded that this will be discussed during the Fire Tax Policy motion.

ACCEPT MINUTES

Mr. Wiegand requested that the January minutes be changed to add the discussion about the Public Safety Committee.

Mr. Mator requested that he be contacted before meetings anytime there is a suggested change to items like minutes so they could be properly reviewed and edited if necessary. He expressed that it is not possible to make such changes at meetings without Mrs. French listening to the recording first.

The Board decided to include the Public Safety Committee discussion in the January minutes and to place them on the agenda next month for approval.

MONTHLY FINANCIAL REPORT

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
31 January 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	996,031.24	966,031.24	8.95%

Cash and Cash Equivalents:

Sweep Account

746,337.06	
<u>746,337.06</u>	

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 Reserve Fund**

Reserved

4,578,300.374,578,300.37**TOTAL CASH BALANCE 1/31/24**7,415,247.39

Interest Earned January 2024**32,590.34**

	1/1/2024 Debt Balance	January Principal Payment	1/31/2024 Debt Balance
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

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

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

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

FEBRUARY LIST OF BILLS

Amerikohl Aggregates Inc.	6062.22
Amerikohl Transport Inc.	4947.62
Bearcom	292.47
Hei-Way, LLC.....	687.15
Jordan Tax Service, Inc.	4437.90
MRM Trust Workers Comp Fund	24305.05
Office Depot.	465.46
SEI Corporate Headquarters.....	802.08
Shoup Engineering Inc.	1677.50
Tristani Brothers Inc.....	1448.87
Tucker/Arensberg Attorneys..	7849.78

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 January 2024. A copy of the report is on file at the Township Building.

Mr. Wiegand requested an explanation for the January 31st meeting reported between the Police and West Deer VFC #1. Chief Loper explained that the meeting covered multiple topics such as social media posts, the fire tax, and the fire hall.

PUBLIC WORKS FOREMAN'S REPORT

Mr. Frederick Reekie provided a summary report on the Public Works Department for the month of January 2024. 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 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 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 January 2024. A copy of the report is on file at the Township Building.

PARKS & RECREATION BOARD REPORT

The Board received the Parks & Recreation Board report for the month of January 2024. A copy of the report is on file at the Township Building.

Mrs. Jordan announced the Egg Hunt Event would be held at Bairdford Park on March 24th and mentioned signs had been placed around the Township, if anyone was interested in attending.

WEST DEER #1 VFC REPORT

The Board received the West Deer #1 VFC's Report for the month of January 2024. 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 January 2024. 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 January 2024. A copy of the report is on file at the Township Building.

WEST DEER EMS REPORT

The Board received the West Deer EMS Report for the month of January 2024. A copy of the report is on file at the Township Building.

ADOPTION: RESOLUTION NO. 2024-1 (ALEXANDRUNAS SEWER PLANNING MODULE)

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

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 by Resolution.

The Board received a copy of the Resolution No. 2024-1.

Mr. Shoup explained this was relative to a subdivision of Sandy Hill Road that the Board approved a couple of months ago.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to adopt Resolution No. 2024-1 approving the PA DEP Sewage Facilities Planning Module for the Alexandrunas Plan. Motion carried unanimously 5-0.

ADOPTION: RESOLUTION NO. 2024-2 (FIRE TAX DISBURSEMENT POLICY)

RESOLUTION NO. 2024-2 ADOPTING A POLICY FOR DISTRIBUTION OF FIRE TAX FUNDS.

The Board received a copy of the Resolution No. 2024-2.

Mr. Wiegand voiced that he thought the first paragraph of the resolution was misleading because the funds are not distributed to the Township, and stated that the policy was being made into something that it is not.

Mr. Smullin asked if 99% of this policy seemed agreed upon and if the wording needed cleaned up a bit. Mr. Mator responded there was a previous meeting with all three fire companies to discuss the policy, and that he sent out a draft policy via email to all three companies about two weeks prior. He added that the draft policy incorporated what was discussed, and requested comments. He reported that he received only one response which stated the policy was fine.

Mr. Wiegand brought up an issue with the Volunteer Relief Associations Funds report, stating that it was a completely separate association from the fire companies themselves, and that the only purpose for that association was to receive state funds that have limited use.

Mr. Robb mentioned being told at the joint meeting that it is literally a matter of hitting print on a report and it was easy to generate. He added that only one of the companies did not agree with the production of the VRA report while the other two did agree.

Mr. Robb reported the committee felt that the report was important. Mr. Wiegand responded that the funds that go into the association come through the Township, so the Township is aware of the what the funds are.

Mr. Hollibaugh voiced that he felt this was simply being transparent and that the report helps clarify everything for the public.

Mr. Smullin and Mr. Frey agreed with Mr. Hollibaugh.

More discussion was held.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Frey to adopt Resolution No. 2024-2 adopting a policy for distribution of fire tax funds. Members voting yes: Mr. Hollibaugh, Mrs. Jordan, Mr. Smullin and Mr. Frey. Members voting no: Mr. Wiegand. Motion carried (four “yes” and one “no”).

ADOPTION: RESOLUTION NO. 2024-3 (RACP RESOLUTION)

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.

The Board received a copy of the Resolution No. 2024-3.

Mr. Mator explained this resolution is just a formality that the state requires for receiving grant funding.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey 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 carried unanimously 5-0.

AUTHORIZATION: ADVERTISEMENT - ORDINANCE NO. 457: OIL AND 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 STREET 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.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to authorize the advertisement of Ordinance No. 457. Motion carried unanimously 5-0.

AUTHORIZATION: HEISLER PLAN OF LOTS

The Planning Commission recommended approval of the Heisler Plan of Lots minor subdivision 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 outlined the details of the subdivision. He mentioned that there was one open item to discuss which was the modification request of the subdivision ordinance relative to the road grade. Mr. Shoup reported that per ordinance the current maximum grade for a private street is 14% and the proposal from applicant was at 17.5%.

Mrs. Jordan asked if Mr. Shoup recommended the modification.

Mr. Shoup responded as long as the applicant understands that 17.5% was steep and could be very challenging in the winter weather. He added that he would recommend approving the request.

Mr. Wiegand reported that he was able to visit the property and there should not be an issue with the transition for fire apparatus, which was common for slopes.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Wiegand to approve the Heisler Plan of Lots per the recommendation of the Planning Commission with the conditions previously mentioned. Motion carried unanimously 5-0.

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

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

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 by Resolution.

The Board received a copy of the Resolution No. 2024-4.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to adopt Resolution No. 2024-4 approving the PA DEP Sewage Facilities Planning Module for the Heisler Plan. Motion carried unanimously 5-0.

AUTHORIZATION: PAYROLL SOFTWARE AGREEMENT (PATRIOT)

The Board is in receipt of a draft payroll software agreement with Patriot Software, LLC.

Mrs. Starr reported looking into multiple options for new financial software for the Township. She added that she narrowed it down to two and then Mr. Mator, Mrs. Nardis, and herself viewed demonstrations to help decide which one fit the Township's needs best. Mrs. Starr recommended Patriot Software, LLC.

More discussion was held.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Wiegand 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 carried unanimously 5-0.

AUTHORIZATION: POLICE VEHICLE TRANSFERS

In Lieu of selling retired Police vehicles, the Board of Supervisors agreed to donate them to the Township Emergency Services if requested, and on a first-come/first-serve basis.

West Deer EMS & VFC #2 each requested a Police SUV, and Chief Loper presented memos for each vehicle.

MOTIONED BY Supervisor Hollibaugh and SECONDED BY Supervisor Smullin to authorize the transfer of two Police SUVs to the West Deer EMS and VFC #2 as presented. Motion carried unanimously 5-0.

NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

- Mrs. Jordan asked if the Allegheny County Conservancy request should be added to new business. Mr. Robb responded that no motion was needed because there is an understanding that Mr. Mator was going to have it on the agenda for next month.
- Mr. Wiegand brought up a past discussion where Mr. Mator mentioned restarting the Charter Commission or bringing up discussions about the Charter. He added that he supported the idea and requested how to go about it. Mr. Mator responded to start that it would require two Supervisors and some members from the public to hold committee seats. He added that the past Commission members had come up with a list of recommendations which he still has to use as a starting point. He proposed putting the matter on the agenda for discussion the next month after the Board was able to review the memorandum.
- Mr. Wiegand voiced that he felt it was hard to find the Charter on the Township website, and requested that a link be added to the main page to access it. Mr. Shook responded that he will look into it.
- Mr. Jordan requested that any other suggestions to make the Township website more user friendly be forwarded to Mr. Shook. Mr. Mator recommended that the public reach out to the Township if they felt there were any changes needed to be made to the website to make it easier to navigate, and shared that the administration welcomes such feedback.
- Mr. Wiegand mentioned the last update to the Comprehensive Plan was 2012. Mr. Mator reported Mr. Shook and himself had a meeting with Indiana Township, and are discussing applying for a multi-municipal grant to cover the cost to update the plan.

ANNOUNCEMENTS

- None

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

- Victoria Austin of Hemlock Street
 - Ms. Austin reported residents being approached by Olympus and asked to sign a one year contract to run aboveground water lines across their properties to supply water from the Township's creeks to proposed wells. She added that during the gas well public hearings the local waterways were not mentioned as a source of water for the wells and asked the Board to require Olympus to immediately cease and desist actions, including contract activity. Mr. Robb stressed that for the sake of the public, that these are DEP Regulated matters not the Township.
- Scott Woloszyk of Shuster Road
 - Mr. Woloszyk mentioned that in the past, Mr. Shoup was asked numerous times to give an update on the work being done to the Township parks and asked that the Board also request updates on the new Municipal building. Mrs. Jordan asked Mr. Mator to explain what was on the Township website for the public to view.

Mr. Mator explained that for anyone that would like to see the updates on the new building, there is a section on the Township website dedicated to a live feed of the building being built. He added that if the Board

would like verbal updates at the monthly meetings, he has a timeline he can share but that the timetable unfortunately changes frequently. Mr. Wiegand commented periodic updates would be nice especially when a stage is complete to keep the residents informed. Mrs. Jordan agreed and requested that the Township website be updated when a stage is completed.

- Dominic Costello of Shadow Court

- Mr. Costello reported a rumor that he heard that Transfiguration Church may be bringing in some illegal immigrants, and asked if there was any truth to it and if the community would have any say or vote on that happening. Chief Loper responded he heard the rumor so he tried to substantiate it and has heard nothing else. Mr. Frey asked Chief Loper if he has seen any activity. Chief Loper answered that he has not.

More discussion was held.

- Mary Calavoda of Crystal Spring Court

- Ms. Calavoda asked a followed up question to Ms. Austin's comment about the water being supplied to the gas wells and asked if this happens if there will be a requirement to request a modification to the previous conditional use application. Mrs. Jordan responded that the Township knows nothing about this. Mrs. Calavoda stated that this was apparently not thought about originally because the water was to be trucked in. Mr. Frey replied that he hadn't heard anything about it. Mr. Wiegand asked if this was over by the golf course. Mrs. Cavadora responded that the residents being contacted are from the Leto well site area. Mrs. Jordan deferred to Mr. Robb for legal counsel. Mr. Robb replied he had no further comment.

- Luke Raynovich, Chief of Volunteer Fire Department #1

- Chief Raynovich asked why there hadn't been an American flag in front of the Township. Mr. Mator confirmed that he noticed it was missing as well, and asked Chief Loper if he knew who took it down so it could be replaced. Chief Loper said that he did not know but he would look into it.

More discussion was held.

- Tracy Adamik, President of Volunteer Fire Department #1

- Mr. Adamik reported that one of the VFC's vehicles was in an accident. He asked if the insurance funds could be given directly to them and not placed in the reserve account. Mrs. Jordan asked Mrs. Nardis how she planned on handling the funds. Mrs. Nardis stated it does not go in the capital reserve, the funds get deposited into the general fund so when the Township gets the bill for the vehicle, a check can be written out. Mr. Adamik added that it might be some time because receiving the parts is a problem. Mrs. Nardis responded that the Township will just hold the money until the bill comes.

Mr. Wiegand pointed out that in the past the funds were forwarded to the Fire Company, they claimed as income, and then paid the bill whenever the work was accepted. Mr. Adamik agreed and stated he didn't know why the process was changed. Mr. Mator stated that this was the first he had heard of this so he would look into it the following day.

- Mr. Adamik requested that the money VFC #1 has in their reserve account not be under the new policy, and that he was putting the Township on notice that those were the funds they were going to keep drawing from to pay for some capital improvements.

ADJOURNMENT

MOTIONED BY Supervisor Wiegand and SECONDED BY Supervisor Hollibaugh to adjourn at 8:15 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager

7A

MONTHLY FINANCIAL REPORT

A) FINANCE OFFICER'S REPORT

ATTACHED IS THE FINANCE OFFICER'S REPORT.

ARE THERE ANY QUESTIONS 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

February 29, 2024

I - GENERAL FUND:

	<u>February</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	452,980.55	756,122.11	7.01%
Expenditures	493,175.89	1,458,374.59	13.52%

Cash and Cash Equivalents:

Sweep Account

597,642.30

597,642.30

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

69,796.81

Fire Tax Fund:

Restricted

36,935.70

State/Liquid Fuels Fund:

Restricted

76,332.42

183,064.93

Investments:

Operating Reserve Fund:

Reserved

1,051,982.49

Capital Reserve Fund:

Reserved

948,093.68

2,000,076.17

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

Capital Project Fund

Reserved

4,572,454.99

4,572,454.99

TOTAL CASH BALANCE 2/29/24

7,353,238.39

Interest Earned February 2024

26,144.67

	<u>2/1/2024</u>	<u>February</u>	<u>2/29/2024</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Nextier (Mars) - VFC #3	36,531.27	\$ 2,607.94	34,048.02
NexTier Bank VFC #2	353,419.46	\$ 2,680.96	351,883.73

INTEREST EARNED - 2024

	<u>FEBRUARY</u>	<u>YTD</u>
GENERAL FUND	\$403.14	\$2,356.61
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.17	\$0.40
OPERATING RESERVE	\$2,863.72	\$6,571.41
CAPITAL PROJECT FUND	\$18,559.78	\$40,584.95
STATE FUND	\$491.00	\$1,293.82
CAPITAL RESERVE	\$3,826.86	\$7,927.82
TOTAL INTEREST EARNED	<u>\$26,144.67</u>	<u>\$58,735.01</u>

7B

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	_____	_____	_____	_____

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:02 am
Date: 03/14/2024
Page: 1

By Name
Cutoff as of: 12/31/9999

Due Dates: 03/15/2024 thru 03/15/2024

Vendor Name/Desc	Acct#/Proj Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: BEARCOM		2022.47				2022.47		
Name: HEI-WAY, LLC		411.76				411.76		
Name: JORDAN TAX SERVICE, INC.		1924.60				1924.60		
Name: KRESS TIRE		2715.00				2715.00		
Name: MARK C TURNLEY		2500.00				2500.00		
Name: OFFICE DEPOT		1055.75				1055.75		
Name: SHOUP ENGINEERING INC.		3687.25				3687.25		
Name: TUCKER/ARENSBERG ATTORNEYS		9272.14				9272.14		
FINAL TOTALS:		23588.97				23588.97		

WEST DEER TOWNSHIP

By Name
Cutoff as of: 12/31/9999

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00674	BEARCOM	410.327	5690047	1730.00				1730.00		
POL:Wireless RSM/Impres Liion 0224 02/22/2024 03/15/2024 02/28/2024 N										
00674	BEARCOM	430.327	5694830	57.47				57.47		
Road: Radio Equipment Maintena0324 03/01/2024 03/15/2024 03/04/2024 N										
00674	BEARCOM	410.328	5697951	235.00				235.00		
POL: Radio Equip Maint 0324 03/08/2024 03/15/2024 03/11/2024 N										
Name: BEARCOM 2022.47 2022.47										
00005	HEI-WAY, LLC	430.372	10337065	411.76				411.76		
Road: Cold Patch 0324 03/01/2024 03/15/2024 03/05/2024 N										
Name: HEI-WAY, LLC 411.76 411.76										
00106	JORDAN TAX SERVICE, Delinquent R E Tax Commission	403.140 0224	2-C-#103 02/19/2024	1924.60				1924.60		
Name: JORDAN TAX SERVICE, INC. 1924.60 1924.60										
00362	KRESS TIRE	430.374	10597-22	1890.00				1890.00		
ROAD:TRUCK 8 TIRES 0224 02/19/2024 03/15/2024 02/20/2024 N										
00362	KRESS TIRE	410.374	10600-3	825.00				825.00		
Police:: CAR#34 TIRES 0224 02/08/2024 03/15/2024 03/07/2024 N										
Name: KRESS TIRE 2715.00 2715.00										
00481	MARK C TURNLEY	402.311	02/09/2024	2500.00				2500.00		
PROGRESS BTLLING #1 0224 02/09/2024 03/15/2024 02/20/2024 N										
Name: MARK C TURNLEY 2500.00 2500.00										
00657	OFFICE DEPOT	410.210	355090460001	45.30				45.30		
POL: office Supplies 0224 02/19/2024 03/15/2024 02/28/2024 N										
00657	OFFICE DEPOT	410.210	355090575001	10.35				10.35		
POL: office Supplies 0224 02/19/2024 03/15/2024 02/28/2024 N										
00657	OFFICE DEPOT	406.210	356135167001	437.93				437.93		
office Supplies 0224 02/22/2024 03/15/2024 02/26/2024 N										
00657	OFFICE DEPOT	409.226	356135167001	5.76				5.76		
Cleaning Supplies 0224 02/22/2024 03/15/2024 02/26/2024 N										

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:01 am
Date: 03/14/2024
Page: 2

By Name
Cutoff as of: 12/31/9999

Due Dates: 03/15/2024 thru 03/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00657	OFFICE DEPOT Office Supplies	406.210 0224	356138131001 02/22/2024	181.04				181.04		N
00657	OFFICE DEPOT Pol: office Supplies	410.210 0324	356631399001 03/07/2024	51.30				51.30		N
00657	OFFICE DEPOT Pol: office Supplies	410.210 0324	356633127001 03/07/2024	4.37				4.37		N
00657	OFFICE DEPOT Office Supplies	406.210 0324	358101701001 03/06/2024	243.94				243.94		N
00657	OFFICE DEPOT Cleaning Supplies	409.226 0324	358101701001 03/06/2024	75.76				75.76		N
Name: OFFICE DEPOT				1055.75				1055.75		
00830	SHOUP ENGINEERING IN Eng: Tyche well Pad	408.319 0224	24-070 02/29/2024	27.50				27.50		N
00830	SHOUP ENGINEERING IN Eng: Rose Ridge	408.319 0224	24-071 02/29/2024	82.50				82.50		N
00830	SHOUP ENGINEERING IN Eng: Miscellaneous	408.313 0224	24-072 02/29/2024	797.50				797.50		N
00830	SHOUP ENGINEERING IN Eng: Heisler Plan	408.319 0224	24-073 02/29/2024	165.00				165.00		N
00830	SHOUP ENGINEERING IN Eng: Hayden-McGowin Plan	408.319 0224	24-074 02/29/2024	220.00				220.00		N
00830	SHOUP ENGINEERING IN Eng: Bon Tool	408.319 0224	24-075 02/29/2024	110.00				110.00		N
00830	SHOUP ENGINEERING IN Eng: Calvert Plan #2	408.319 0224	24-076 02/29/2024	192.50				192.50		N
00830	SHOUP ENGINEERING IN Eng: Lots 3R and 4R Plan	408.319 0224	24-077 02/29/2024	165.00				165.00		N
00830	SHOUP ENGINEERING IN Eng: Ridgewood Heights	408.319 0224	24-078 02/29/2024	503.00				503.00		N
00830	SHOUP ENGINEERING IN Eng: Graystone Estates	408.319 0224	24-079 02/29/2024	110.00				110.00		N

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 09:01 am
Date: 03/14/2024
Page: 3

By Name
Cutoff as of: 12/31/9999

Due Dates: 03/15/2024 thru 03/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00830	SHOUP ENGINEERING IN 408.319 Eng: Alexandrunas Plan	0224	24-080 02/29/2024	55.00 03/15/2024		03/01/2024		55.00		N
00830	SHOUP ENGINEERING IN 408.313 Eng: Crown Castle	0224	24-081 02/29/2024	22.50 03/15/2024		03/01/2024		22.50		N
00830	SHOUP ENGINEERING IN 409.740 New Municipal Building	0324	24-088 03/06/2024	1236.75 03/15/2024		03/06/2024		1236.75		N
Name: SHOUP ENGINEERING INC.				3687.25				3687.25		
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: Retainer	0224	667064 02/29/2024	500.00 03/15/2024		03/14/2024		500.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: Rose Ridge-PRD0224		667065 02/29/2024	48.00 03/15/2024		03/14/2024		48.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services: Deer Creek Int0224		667066 02/29/2024	170.00 03/15/2024		03/14/2024		170.00		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:2024 General	0224	667067 02/29/2024	8204.14 03/15/2024		03/14/2024		8204.14		N
00813	TUCKER/ARENSBERG ATT 404.111 Legal Services:2024 Litigation0224		667068 02/29/2024	350.00 03/15/2024		03/14/2024		350.00		N
Name: TUCKER/ARENSBERG ATTORNEYS				9272.14				9272.14		

FINAL TOTALS:

23588.97

23588.97

8

POLICE CHIEF'S REPORT

ATTACHED IS THE POLICE CHIEF'S REPORT.

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

OFFICER'S MONTHLY REPORT

To: Robert J. Loper, Chief of Police
From: Jennifer Borczyk, Administrative Assistant
Subject: Officer's Monthly Report
Date: March 11, 2024

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

JB

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

OFFICER'S MONTHLY REPORT
February 2024

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
EVENT REPORTS	302	188	490
INCIDENT REPORTS- REPORTABLE	25	17	42
ALL OTHER CALLS	284	417	701
TOTALS CALLS FOR SERVICE	611	622	1233
 <u>ARRESTS</u>			
ADULT	2	2	4
JUVENILE	0	0	0
TRAFFIC CITATIONS	32	6	38
NON TRAFFIC CITATIONS	8	4	12
PARKING CITATIONS	0	0	0
WARNINGS	94	34	128
 <u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	2	2
 <u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	8,305	8,334	16,639
GALLONS OF GASOLINE USED	691.5	751.90	1443.4
REPAIRS/MAINTENANCE	1,072.47	0.00	1,072.47
 <u>OVERTIME PAID</u>			
COURT (OFF DUTY)	7	33.00	40
PRELIMINARY HEARINGS	5.5	0.00	5.5
PRETRIAL	0	0.00	0
INVESTIGATIONS	1	1.00	2
ARRESTS	1	17.00	18
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	16	24.00	40
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	3	14.00	17
TOTAL HOURS	33.5	89.00	122.5

Points of Interest

February 2024

Budget Figure YTD – 22.16 %

Chief Robert Loper

- February 8- Attended Allegheny County Chiefs meeting held in Pleasant Hills.
- February 19 & 20- Attended mandatory Updates training.
- February 27- Attended meeting at No Offseason regarding concert venue.

Deputy Chief Timothy Burk

- February 6- Performed a car seat check for a resident.
- February 7- Attended meeting with Deer Lakes Superintendent.
- February 9- Attended meeting at Deer Lakes Admin building.
- February 19 & 20- Attended mandatory Updates training.
- February 22- Attended meeting at No Offseason regarding concert venue.
- February 28- Attended meeting at Deer Lakes Administration.

K9 Officer Trevor Elza

- February 6- Training held in Springdale. Worked on narcotics building searches, biting, article search, and tracking.
- February 13- Training held in Butler City. Worked on Narcotics search, various biting, and hard surface tracking.
- February 20- Conducted narcotics search of Northgate Senior High School with multiple other K9 units, as well as Bellevue Police.
- February 20- Training held in Saxonburg. Worked on narcotics building search and tracking in urban area.
- February 27- Training held in Butler City. Worked on narcotics search and building searches with biting.

Sergeant Petosky & Officer Fedunok

- February 8- NHSRT training held at Evans City Elementary. Operators worked on clearing areas of the building, as well as other tactical planning. Operators then low and no light movements, as well as victim and suspect weapons drills.
- February 23- NHSRT training was held at St. Athanasius Church. Operators reviewed medical supplies and equipment. Multiple full scale scenarios were enacted that included operators use of medical training and supplies necessary.

EMA- Sergeant Shurina

- No Report. See attached.

Deer Lakes School District

- February 1- Officer Fuesting provided general security for the Girls' basketball game vs Apollo Ridge.
- February 2- Sergeant Shurina and Officer Wikert provided general security for the Boys' basketball game vs Apollo Ridge.
- February 3- Officers Evan and Trocki provided general security for the Boys' basketball game vs Highlands.
- February 8- Officer Kadlick provided general security for the Girls' basketball game vs Burrell.
- February 9- Officers Vulakovich and Dobransky provided general security for the Boys' basketball game vs Shady Side.

Misc. Details

- February 10- Roving DUI checkpoint was held in Hampton and surrounding areas. Officers Trocki and Rigous participated.
- February 29- Officer Dobransky performed a car seat check for a resident.

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



EMA Team
Robert Loper
Joshua Wiegand
Mark Lovey
Aaron Skrbn

John Krauland
Donald Gerlach
Gary Borsuk

EMERGENCY MANAGEMENT

Monthly Report **FEBRUARY 20224**

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

Nothing to report for the month of February 2024.

Submitted by:

A handwritten signature in black ink, appearing to read "Sgt Michael J Shurina", with a stylized flourish at the end.

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

9

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 FEBRUARY
PUBLIC WORKS DEPARTMENT

ROADS

- Patch holes at DLK Auto Parts for Police traffic control.
- Clean drains on Township roads.
- Patch holes with cold patch on various roads.
- Patch holes with reclaim on alleys.
- Install stop signs on Night Hawk Rd., Steeplechase Circle, Lager Dr., Pintail Rd., W. Stag Dr. & Brownstone Ct.
- Install grate on Logan Rd.
- Snow removal.
- Install catch basin on Ford St.
- Berm Clendenning Rd.
- Trim trees on W. Starr & Trump Roads.
- Straighten signs and clean drains.

TRUCKS & EQUIPMENT

- Install new plow lights on Peterbilt.
- Change oil and filters on air compressor.
- Take Peterbilt to Kress Tire to fix flat.
- Change oil, filter and grease truck #2.
- Maintenance on trucks.
- Change oil, filter and grease tool truck.
- Take and pick-up Peterbilt from Hunter truck.
- Work on boom mower.

MISCELLANEOUS

- Push up salt.
- Cut trees at park.
- Haul out trees, brush and stumps from park.
- Haul #1 stone (300 tons) to park for parking lot.
- Haul reclaim to park for parking lot.
- Rehang Veterans Banners.
- Install sign for construction entrance.
- Clean camera on Municipal building.
- Boarded up house on School Street.
- Install Easter Egg Hunt Event signs.
- Clean garage.

PA1 Calls

90

OT

89 hrs

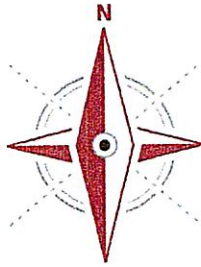
 3-11-24
Frederick Reekie Date

10

ENGINEER'S REPORT

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

ARE THERE ANY QUESTIONS REGARDING THE ENGINEER'S
REPORT?



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

2024 ENGINEER'S REPORT WEST DEER TOWNSHIP Prepared March 15, 2024

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – February 21, 2024

Planning Commission Meeting – February 22, 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.
- 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. Jeffrey and Associates previously installed a new pavilion in the courts area. Shrock Fencing has installed all of the poles for the new fencing at the courts. New sports court surfacing will be applied when the weather permits and the remainder of the fencing will follow.

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

- Hayden-McGowin Plan – Reviews of this Lot Line Revision Plan were performed and review letters dated February 15, 2024 and February 26, 2024 were sent to the Township.
- Calvert Plan No. 2 – Reviews of this Lot Line Revision/Consolidation Plan were performed and review letters dated February 15, 2024 and February 22, 2024 were sent to the Township.
- Lot 3R and 4R Plan – A review of this Lot Line Revision Plan was performed and a review letter dated February 15, 2024 was sent to the Township.
- Graystone Estates Plan – A review of the Sewage Facilities Planning Module for this subdivision was performed and a review letter dated February 22, 2024 was sent to the Township.

Respectfully Submitted,
SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer

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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 March 20, 2024
February 2024 Reporting

1. Issued 22 Occupancy Permits.
2. Issued 24 Building Permits.
3. Code Enforcement issued 7 Violations.
4. Code Enforcement issued 0 Citations.
5. Code Enforcement had 0 Court Visits.
6. Code Enforcement issued 1 Salvage License.
7. PCS Performed/ Issued 9 Building Inspections.
8. See March 2024 Project Status Report.
9. Planning Commission Meeting was held in February 2024.
10. No Zoning Hearing Board was held in February 2024.

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WEST DEER DOG SHELTER ANNUAL REPORT

ATTACHED IS THE WEST DEER DOG SHELTER ANNUAL REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer Dog Shelter Report for Year 2023

Lost dogs returned to owners:

- 9

Strays within Township adopted to new owners:

- 8

Allegheny County Dog Warden giving to shelter to rehome:

- 7 (6 adopted out & one transfer to another shelter)

Removed from residents' home via police:

- 14 (13 transferred to Breed Specific Rescue & 1 returned to owner)

Transfer from another shelter:

- 14 (13 adopted out)

Total dogs accepted into shelter: 62

Total dogs still in shelter at end of 2023: 16

Total dogs adopted out or returned to owners: 32

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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

March 20th, 2024

Proposed 2024 Events (these are subject to change)

- March 24th - Egg Hunt at Bairdford Park
- April 28th - Family Fishing Day at Deer Lakes 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
- December 8th - Breakfast with Santa at #1 VFD
- TBD - Senior Picnic

[illegible]

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WEST DEER #1 VFC REPORT

ATTACHED IS WEST DEER # 1 VFC REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

WEST DEER VFD #1

1520 Saxonburg Blvd Tarentum PA 15084

February 2024

– 16 Firecalls

8 - FRALCOM

2 - FRRES1

2 - MVA

1 - FRALRES

1 - MUTUAL AID

1 - NGASOUT

1 - ASSIST PD

– Held monthly member meetings

02/06 & 02/20

– Held work details

02/13 - 02/16 - 02/17 - 02/22 - 02/23 - 02/25

– Lights & receptacles installed in the back garage

– Held Gun Bash on 02/24 thank you to the communities support for attending and making it successful

– In house training on 02/27

– 2 Social Hall rentals

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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

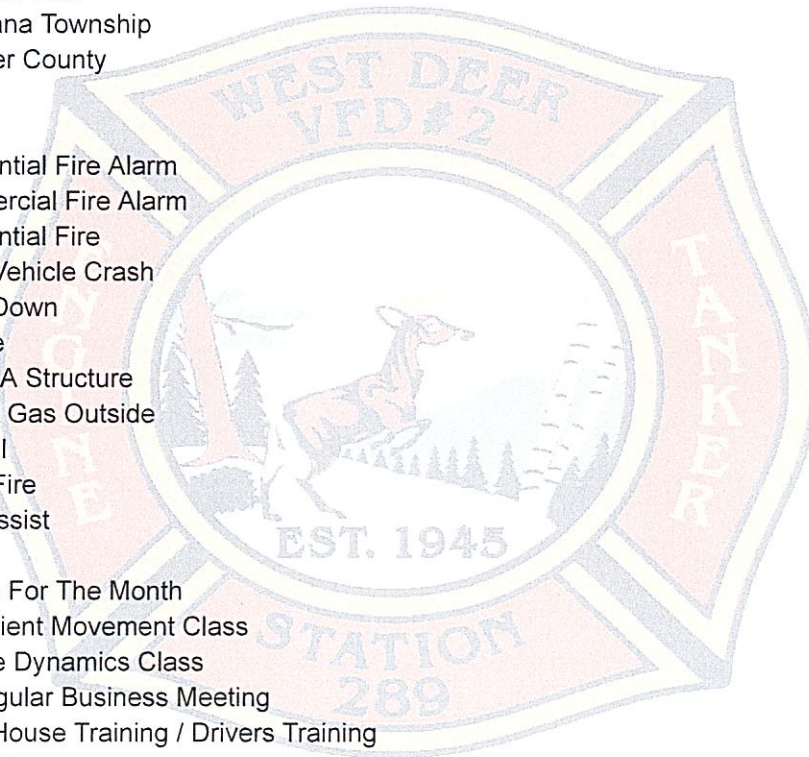
Station email: westdeer289@gmail.com

Chief: anthonycreaturo@gmail.com

Fire Chiefs Report

March 2024

- Total Documented Calls For The Month
 - (24) Total Calls
 - (18) In West Deer
 - (5) In Indiana Township
 - (1) In Butler County
- Type
 - (3) Residential Fire Alarm
 - (9) Commercial Fire Alarm
 - (3) Residential Fire
 - (4) Motor Vehicle Crash
 - (1) Wires Down
 - (0) Rescue
 - (0) Gas In A Structure
 - (1) Natural Gas Outside
 - (1) CO Call
 - (2) Brush Fire
 - (0) EMS Assist
- Scheduled Events For The Month
 - 3/5 Patient Movement Class
 - 3/11 Fire Dynamics Class
 - 3/14 Regular Business Meeting
 - 3/18 In House Training / Drivers Training
 - 3/26 TBD
- Miscellaneous Reporting
 - Took delivery of the new UTV, switched all equipment over from the old UTV and put the new UTV in service
 - Most of the equipment is mounted on the Incident Support Trailer / Special Operations Unit and will be placed in service soon. This trailer will carry 3 cooling fans, 2 pop up tents, 10 chairs, 2 generators, road closed signs, 2 light towers, 6 cases of water, 4 first aid kits, 3 portable heaters and the trailer itself will be a lighting unit.
 - Chassis for new brush truck was received and delivered to Keystone Fire Apparatus
 - Rescue Engine due in this month. Planning to certify as Operations level Rescue
 - Purchased F-500 at a cost of 1900.00 for use on the new Rescue Engine rather than class B foam to aid in battery fires



Anthony M Creaturo Sr.
Fire Chief
WDVFD # 2

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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
March 2024

Call Report for February total calls - 90

59 - QRS Calls

31 - Fire Calls

2 - Commercial Structure Fire

10 - Commercial Fire Alarm

2 - Residential Structure Fire

4 - Residential Fire Alarm

2 - MVC

2 - MVC w/ entrapment

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

2 - Natural Gas

4 - CO Incidents

19 - West Deer

4 - Richland

8 - Hampton

22 - 0500-1700

9 - 1700-0500

- Equipment/truck checklists – Meters were calibrated, Truck Checklists were completed

Upcoming events:

- 3/12 – Training (PTSD Awareness)
- 3/19 – Training (CO Response)
- 3/26 – Work Detail
- 12 firefighters still need to schedule physicals and mask fit testing
- State BLS protocol updates need completed
- 4 new recruits passed Mod 1 and started Mod 2 at ACFA
- Brayden Conti and Nathan Lee completed Hazmat Awareness Online
- Engine driver side wheel well replaced, need to order wheel chock
- Replacement 4 gas meter ordered from Premier Safety
- Submitted grant for AV equipment for training room
- Submitted AFG Grant for an automated CPR compression device
- Officers met with fire apparatus manufacturers at PGH Fire Expo to replace engine, \$750K-\$950K, 3 year delivery

Respectfully submitted by:

Josh Wiegand, Fire Chief

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WEST DEER EMS REPORT

THE BOARD DID NOT RECEIVE A WEST DEER EMS REPORT.

18

**ADOPTION: 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 ORDINANCE?

DO I HAVE A MOTION TO ADOPT THE ORDINANCE NO. 457?

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

OFFICIAL

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

ORDINANCE NO. 457

AN ORDINANCE 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 BLUE ROW STREET 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 Blue Row 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.

DULY 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

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 20 March 2024, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is five; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes

No

Abstain Absent

Beverly S. Jordan, Chairperson

Vernon Frey, Vice Chair

John Hollibaugh

James Smullin

Josh Wiegand

WITNESS my hand and the seal of the Township on this this 20th day of March 2024.

[SEAL]

By:

Daniel Mator
Township Manager

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

INITIALS - _____

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.

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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.

INITIALS - _____

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 - _____

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: _____

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 - _____

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 - _____

19

ADOPTION: RESOLUTION 2024-5 (C2P2 GRANT APPLICATION)

RESOLUTION NO. 2024-05 AUTHORIZES THE TOWNSHIP MANAGER TO APPLY FOR AND SIGN (IF APPROVED) A DCNR C2P2 GRANT FOR CONTINUING THE BAIRDFORD PARK PORTION OF THE WEST DEER TOWNSHIP MASTER PARK PLAN.

ATTACHED IS A COPY OF RESOLUTION NO. 2024-5.

ARE THERE ANY QUESTIONS REGARDING THE RESOLUTION?

DO I HAVE A MOTION TO ADOPT RESOLUTION NO. 2024-5 AUTHORIZING THE TOWNSHIP MANAGER TO APPLY FOR AND SIGN (IF APPROVED) A DCNR C2P2 GRANT FOR CONTINUING THE BAIRDFORD PARK PORTION OF THE WEST DEER TOWNSHIP MASTER PARK PLAN.

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

DCNR-C2P2

Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: **WEST DEER TOWNSHIP**

Web Application ID: **2010979**

Project Title: **Bairdford Park- Development (Phase III)**

WHEREAS, **WEST DEER TOWNSHIP** ("Applicant") desires to undertake the project, "**Bairdford Park- Development (Phase III)**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "**Daniel J. Mator, Jr.**" who, at the time of signing, has a **TITLE** of "**Township Manager**" and the email address of "**dmator@westdeertownship.com**" ("Official").
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Board of Supervisors of West Deer Township

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 20th day of March, 2024.

(signature of the governing body - cannot be the person with the same title as specified in paragraph 1)

(printed name)

(title)

20

ADOPTION: RESOLUTION 2024-6 (FEE SCHEDULE)

RESOLUTION NO. 2024-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE FEES CHARGED BY THE TOWNSHIP AS PER THE ATTACHED SCHEDULE OF FEES

ATTACHED IS A COPY OF RESOLUTION NO. 2024-6.

ARE THERE ANY QUESTIONS REGARDING THE FEE SCHEDULE?

DO I HAVE A MOTION TO ADOPT RESOLUTION NO. 2024-6 AMENDING THE FEES CHARGED BY THE TOWNSHIP AS PER THE ATTACHED SCHEDULE OF FEES?

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

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2024-6**

A RESOLUTION ESTABLISHING VARIOUS TOWNSHIP FEES

BE IT RESOLVED, by the Board of Supervisors of the Township of West Deer, Allegheny County, Pennsylvania, that the fees charged by the Township shall be amended as per the attached Schedule of Fees, as established.

ADOPTED this 20th day of March, 2024 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Beverly S. Jordan, Chairperson
Board of Supervisors

BUILDING PERMITS		
NEW CONSTRUCTION / ADDITIONS		
NOTE: The Township contracts with Professional Code Services (PCS) to provide residential and commercial building inspection. Applicants will be charged actual rate PCS charges the Township. For clarification, please contact the Planning and Zoning Office at the Township Municipal Building at 724.265.27		
Single Family		Per actual Township Residential Building Inspector rate
Two-Family		Per actual Township Residential Building Inspector rate
Residential Additions		Per actual Township Residential Building Inspector rate
Multi-Family over Two Units		Per actual Township Residential Building Inspector rate
Decks, Porches, Roofs, Etc.		Per actual Township Residential Building Inspector rate
Industrial & Commercial		Per actual Township Commercial Building Inspector rate
Pools	Above or In-Ground	Per actual Township Residential Building Inspector rate
Occupancy Permit (per unit)		\$25.00
Impact Fee	Zone 1	\$900.00/per trip
	Zone 2	\$900.00/per trip
	Zone 3	\$1,200.00/per trip
Residential Recreation Fee		\$1,000/residential unit
ACCESSORY STRUCTURES (Non-inhabited areas such as sheds, fences, etc.)		
Building Value	\$0 to \$500	\$10.00
	\$501 to \$1,000	\$30.00
	\$1,001 +	\$30.00 + \$7.00 per \$1,000 thereafter
Driveway Permit		\$15.00
Demolition or Wrecking Permit	0 to 1,000 cubic feet	\$10.00
	1,001+ cubic feet	\$100.00
MISCELLANEOUS PERMITS AND LICENSES		
Gas & Oil Well Permit		\$100.00 + \$1,000.00 Review Fee
Grading Permit	0 to 499 cubic yards	\$0.00
	500 to 999 cubic yards	\$100.00
	1,000 to 9,999 cubic yards	\$250.00
	10,000+ cubic yards	\$250 + \$25 per each additional 10,000 cubic yards
Heavy Hauling Permit	Any activity that requires a road bond	\$100
Mechanical Devices	Electronic Poker and Games of Chance	\$400.00/each
Road Opening Fee	0 to 99 square feet	\$100.00
	100 to 499 square feet	\$250.00
	500+ square feet	Per actual Township Engineer rate
Sign Permit		\$50.00 + \$0.15 per square foot
Salvage License	0 to 14,999 square feet	\$250.00
	15,000 to 39,000 square feet	\$400.00
	40,000+ square feet	\$500.00

ZONING HEARING BOARD		
Residential Variance		\$75.00 + \$600.00 (Escrow)*
Commercial Variance		\$250.00 + \$700.00 (Escrow)*
Appeals/Zoning Violation		\$75.00 + \$450.00 (Escrow)*
Zoning District Verification Letter		\$15.00
Amendments to Zoning Ordinance/Map		\$750.00 + \$2,000.00 (Escrow)*
		*Applicant pays any costs in excess of escrow amount
SUBDIVISION / LAND DEVELOPMENT		
Conditional Use		\$300.00 + \$1,000.00 (Escrow)*
Lot Line Revision		\$125.00 + \$500.00 (Escrow)*
Site Plan Review		\$200.00 + \$400.00 (Escrow)*
Subdivision Review		
	One to Three Lots	\$150.00 + \$500.00 (Escrow)*
	Four to Twenty-Five Lots	\$500.00 + \$2,000.00 (Escrow)*
	Twenty-Six Lots plus	\$750.00 + \$3,500.00 (Escrow)*
		*Applicant pays any costs in excess of escrow amount
WIRELESS COMMUNICATIONS		
Application Fees		
	Tower-Based WCF	\$2,500.00
	Non-Tower WCF	\$1,000
	Small WCF (collocated)	\$500 for up to five (5) Small WCFs in single application \$100 for each Small WCF thereafter in the same application
	Small WCF (requiring new wireless support structure)	\$1,000
Annual Fees		
	Small WCF (Inside Right-of-Way)	\$270
POLICE DEPARTMENT		
Incident/Non-Reportable Accidents		\$10.00
Reportable MVA		\$15.00 (or current state mandate fee, whichever is higher)
Solicitor Permit		\$100
		\$25.00/per person, per month
OTHER FEES		
Township Pavilion Rental	<u>Bairdford Park Pavilion</u>	
	Resident	\$125.00
	Nonresident	\$150.00
	Small Company (under 100)	\$150.00
	Large Company (100+)	\$300.00
	Wedding/Reception	\$175.00
	West Deer Nonprofit Organization (M-)	\$100 deposit (refunded upon Township inspection)
	West Deer Public Safety Organization	No Fee
	<u>Moskala & Nike Site Pavilions</u>	
	Resident	\$100.00
	Nonresident	\$125.00
Construction Book		\$5.00
Copies		\$0.25 per copy
Flood Plain Letter		\$15.00
Leaf Bags		\$3.00 for a pack of five
Municipal No-Lien Letter		\$25.00
Street Map (Small)		\$1.00
Street/Zoning Map		\$10.00
Subdivision Book		\$6.00
Zoning Book		\$15.00
Recycling Bin	New Construction	No Fee
Recycling Bin	Replacement	\$12.00
Returned Check Fee		\$35.00

21

ADOPTION: RESOLUTION 2024-7 (GRAYSTONE ESTATES SEWER PLANNING MODULE)

RESOLUTION NO. 2024-7

RESOLUTION NO. 2024-7 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE GRAYSTONE ESTATES 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 2024-7 APPROVING THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE GRAYSTONE ESTATES PLAN?

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



RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution #2024-7

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 Rody Richey land developer has proposed the development of a parcel of land identified as

Lot 2B, Graystone Estates Revision No. 1, 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 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 # 2024-7, adopted, March 20, 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)
Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive, Pittsburgh, PA 15222

Date October 20, 2023

Dear Sir/Madam:

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

Project Manager (Title) _____ for Lot 2B, Graystone Estates Revision No. 1 (Name)

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

Allegheny County 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 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 |

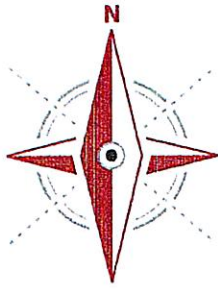
Daniel J. Mator, Jr.

Municipal Secretary (print)

Signature

March 20, 2024

Date



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

February 22, 2024

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

Via Email

RE: Graystone Estates Revision No. 1
Sewage Facilities Planning Module

Dear Mr. Shook,

I have reviewed the Sewage Facilities Planning Module documents submitted for the above referenced plan. I have found the documents to be complete and in proper form.

Therefore, I am in a position to recommend that the 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 E-mail
Jodi Fench, via E-mail

22

**AUTHORIZATION: ALLEGHENY COUNTY CONSERVATION DISTRICT
LETTER OF SUPPORT**

THE BOARD HAS BEEN REQUESTED TO AUTHORIZE THE TOWNSHIP
MANAGER TO ENTER INTO A WATERSHED PROGRAMING
AGREEMENT FOR DEER CREEK.

MR. MATOR...

ARE THERE ANY QUESTIONS REGARDING THE LETTER OF
SUPPORT?

DO I HAVE A MOTION TO AUTHORIZE THE TOWNSHIP MANAGER TO
EXECUTE THE LETTER OF SUPPORT?

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



Chairperson of the Board
Beverly S. Jordan

Vice-Chairperson of the Board
Vernon A. Frey

Township Manager
Daniel J. Mator, Jr.

20 March 2024

Cindy Adams Dunn, Secretary
Department of Conservation and Natural Resources
Rachel Carson State Office Building
400 Market Street, 5th Floor
Harrisburg, PA 17101-2301

Re: Letter of Commitment for Deer Creek Rivers Conservation Plan

Dear Ms. Dunn,

As the municipal manager of West Deer Township, I am writing to express support and partnership for Allegheny County Conservation District's (ACCD) proposal to create a Rivers Conservation Plan for the Deer Creek Watershed. The Deer Creek Watershed is a unique area in Allegheny County that contains socially and ecologically diverse communities, municipal and county parks, a quality stream, and access to the Allegheny River. There are also opportunities for West Deer Township.

West Deer Township is a rural, green, and vibrant community, but is still close enough to Pittsburgh to be considered a suburb. The people who live here – and who move here – do so for the natural, peaceful setting. Improvements made to the Township always use that as guidance.

As West Deer has the majority of the land in the watershed – and given that there is an intense desire to maintain the rural and wooded vibrancy of this “hidden gem” – the Township elected officials and staff desire to work hand-in-hand with the ACCD as partners in this endeavor. We already have a strong relationship with the ACCD, as we also have with our neighboring communities in the watershed.

By more deeply understanding these issues within our municipality and seeing how they are impacting the overall watershed, we are better equipped to find solutions that best serve our communities and the environment.

109 East Union Road, Cheswick, PA 15024
724.265.3680
www.westdeertownship.com

The development of a Rivers Conservation Plan will serve as an important tool to prioritize and secure funding for the implementation of projects that will improve and protect water quality, habitat, and public access to water for recreation and trails.

West Deer Township will support the development of the Deer Creek Watershed Conservation Plan in various ways, including participation on the steering committee, promoting public input opportunities, and assisting with the planning process. West Deer staff will contribute 3 weeks over the life of the project to support the initiative, valued at \$9,000 of in-kind services. This planning process will provide a chance to evaluate instream and surrounding land use conditions crucial for public health, wildlife, and aquatic life.

ACCD is recognized as an environmental leader in our region and has demonstrated success in watershed planning and implementation in the Montour Run Watershed. West Deer looks forward to working with ACCD to protect and improve water quality, habitat, and recreational access in Deer Creek.

Sincerely,

Daniel Mator
Township Manager

23

AUTHORIZATION: HAYDEN-MCCOWIN LOT LINE REVISION PLAN

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE HAYDEN-MCCOWIN LOT LINE PRELIMINARY AND FINAL REVISION PLAN AT THEIR FEBRUARY 22, 2024 MEETING.

PROPERTY LOCATION: 50 SIMON ROAD/46 SIMON ROAD
ZONING DISTRICT: R-2 SEMI-SUBURBAN RESIDENTIAL

THE PROPOSAL IS TO REVISE THE PROPERTY LINE SEPARATING TWO ADJOINING RESIDENTIAL LOTS.

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE HAYDEN-MCCOWIN LOT LINE REVISION PLAN SUBJECT TO FOLLOWING CONDITIONS:

- 1. SATISFY ALL COMMENTS IN THE SCOTT SHOUP ENGINEERING LETTERS DATED 2.15.2024 AND 2.26.2024.
- 2. SATISFY ALL COMMENTS IN THE ALLEGHENY COUNTY REVIEW LETTER DATED 2.20.2024.

MR. SHOUP....

ARE THERE ANY QUESTIONS REGARDING THE PLAN?

DO I HAVE A MOTION TO APPROVE THE PRELIMINARY AND FINAL SUBDIVISION OF THE HAYDEN-MCCOWIN LOT LINE REVISION PLAN AS PER THE RECOMMENDATION BY THE PLANNING COMMISSION WITH THE CONDITIONS AS PRESENTED?

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



**West Deer Township Planning Commission
Recommendation Report for Feb. 22, 2024**

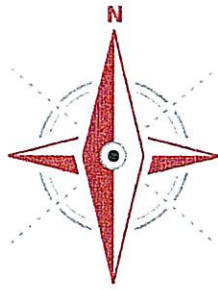
Project Name: HAYDEN – McCOWIN LOT LINE REVISION PLAN

Property Location: West Deer Twp. – Allegheny County: 50 Simon Rd./ 46 Simon Rd.
Cheswick, PA 15024
Parcel # 1217-A-105/ #1217-A-109

Zoned: R-2: Semi-Suburban Residential

First motion by Mr. Banks and second motion by Mr. Bechtold to **RECOMMEND APPROVAL**, voting was unanimous of the Hayden – McCowin Lot Line Revision Plan with the following conditions:

1. Satisfy all comments in the Scott Shoup Engineering letters dated 2.15.2024 and 2.26.2024.
2. Satisfy all comments in the Allegheny County review letter dated 2.20.2024.



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

February 26, 2024

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

Via Email

RE: Hayden-McGowin Plan
Lot Line Revision (Plan revised February 22, 2024)

Dear Mr. Shook,

I have reviewed the above referenced Lot Line Revision Plan located in the R-2 Zoning District and have found that the comments contained in my February 15, 2024 review letter have been satisfactorily addressed. I have no further comments concerning the 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 E-mail ; Jodi French, via E-mail
Dorothy Moyta, via E-mail: Gavin Robb, via E-mail
Randy Miller, via E-mail: RMiller@urbanterrain.net

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: 50 Simon Road / 46 Simon Road Cheswick, PA 15024
Parcel Lot and Block No.: 1217-A-105 / 1217-A-109
Name of Subdivision/Land Development: Hayden - McCowin Lot Line Revision Plan

Name of Applicant: Randy Miller (Urban Terrain, LLC)
E-Mail Address: Rmiller@urbanterrain.net
Address: 1616 McClure Rd
Monroeville, PA 15146
Telephone No.: 814-525-9987

Name of Property Owner(s): Richard Hayden / Jared McCowin
E-Mail Address: Hayden428@gmail.com
Address: 50 Simon Rd. / 2223 Dellenbaugh Road
Cheswick PA 15024 / Tarentum PA 15074
Telephone No.: 412-953-6372 / 724-651-8511

Surveyor/Engineer: Amy Hopkins (Urban Terrain, LLC)
Address: 1616 McClure Road
Monroeville, PA 15146
Telephone No.: 412-744-4520 E-Mail: ahopkins@urbanterrain.net
Purpose of Development: Lot line Revision, no development planned

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

Total Acreage of Tract: 6.0003
No. of Acres to be Developed: N/A Number of Lots: 2
Percentage of Lot Coverage: N/A Min. Lot Size: _____
Estimated Start of Construction: N/A

Zoning District: R-2

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

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

Water Supply: ☒ Public ☐ Other (specify _____)
Sewage Disposal: ☒ Public ☐ Other (specify _____)

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

Streets: Lineal feet of new streets NONE

Proposed for Dedication: ☐ Yes ☐ No N/A

Existing Use: Residential, single family

Number of Existing Lots: 2

Existing Acreage: 6.003

Location of Existing Buildings: _____

Current Parking Spaces: _____

Existing Parking Surface Area: _____

Access Driveway Location: _____ Width: _____

Proposed Use: Residential / single family

Description of Building(s): N/A

Additional Parking Spaces: N/A - Existing

Access Driveway Location: N/A - Existing

Width: N/A

Current Employees: N/A

New Employees: _____

Percentage of Lot Coverage: N/A

Phase:

Total Number of Phases: N/A

Phase Number of this Application: _____

Total Acres: _____

Acres this Phase: _____

Total Lots: _____

Lots this Phase: _____

Total Lineal Feet of Storm Sewer: _____

Total Storm Sewer this Phase: _____

Environmental Standards:

Will the proposed use generate any of the following conditions?

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

Material stored on site: _____

Applications:

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

Right-of-Way:

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

Describe: _____

Easements:

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

Describe: _____

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

Print Name

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

Engineering:

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

LAND DEVELOPMENT

General:

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	

[illegible]

COUNTY OF



ALLEGHENY

SARA INNAMORATO
COUNTY EXECUTIVE

February 20, 2024

Dorothy Moyta
Administrative Assistant
West Deer Township
109 East Union Road
Cheswick, PA 15024

Project: **Hayden-McCowan Lot Line Revision Plan**
Location: 50 Simon Road Cheswick, PA
Description: Lot Line Revision (R-2)
Area: 6.0003 Acres
ACED File#: 24-036 SU

Dear Ms. Moyta,

We received the above-referenced application on February 8, 2024, for a lot line revision of parcel ID #s 1217-A-105 and 1217-A-109 located at 50 Simon Road in West Deer township. We have reviewed the application and offer the following comments:

- Appendix 1(1) of the Allegheny County SALDO requires that "The paper copy of a plan of subdivision that will be presented to ACDRE for recording must have both the embossed seal and the ink seal of the PA licensed land surveyor who prepared the plan". As submitted, the surveyor's seal appears to be printed, not an ink seal.
- In the Deed Required Notification Clause, "I/We" should be changed to "We".

Should you have any questions, please contact Riley McGrath at (412) 350-3719 or at Riley.McGrath@AlleghenyCounty.US.

Sincerely,

Matthew T. Trepal, AICP
Manager, Planning Division

MTT:rsm

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AUTHORIZATION: PURCHASE OF POLICE BODY CAMERAS

ATTACHED IS A MEMO REQUESTING THE PURCHASING OF NEW BODY CAMERAS FOR THE POLICE AND THE QUOTE FROM DIGITAL-ALLY IN THE AMOUNT OF \$68,700.00.

CHIEF LOPER...

ARE THERE ANY QUESTIONS REGARDING THE POLICE BODY CAMERAS?

DO I HAVE A MOTION TO PURCHASE THE POLICE BODY CAMERAS IN THE AMOUNT OF \$68,700.00 FROM DIGITAL-ALLY AS PRESENTED?

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



POLICE DEPARTMENT

INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert J. Loper, Chief of Police *RJL*
Subject: Body Cameras
Date: March 11, 2024

Mr. Mator,

I am requesting the purchase of new body cameras be placed on the March 20, 2024 meeting agenda for consideration by the West Deer Township Board of Supervisors. Our current contract with Digital Ally will expire in April 2024. I am attempting to order new cameras as soon as possible so there isn't lapse during this transition. I have attached the quote from Digital Ally for review by the Board of Supervisors.



Quote	QUO-02765-M1P1F7
Date	2/1/2024
Page	1

14001 Marshall Drive
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

Customer:

West Deer Township Police Department
 Michael Shurina
 109 E. Union Road
 Cheswick, PA 15024

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
WESPA0	FD-JA	FEDERAL EXPRESS	Subscription	Frank Donchez	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
20		FVPRO 5 Year Annual Subscription Plan. 90 Day Retention Plan	\$3060.00	\$0.00		\$61,200.00
8	001-00283-00	Kit, VuLink PRO	\$499.00	\$0.00		\$3,992.00
8		DVM800 Cloud Licenses	\$336.00	\$0.00		\$2,688.00
20		Strong Magnet Mounts	\$60.00	\$0.00		\$1,200.00
20	012-00042-00	Activation Fee	\$30.00	\$0.00		\$600.00
1		Credit for (20) FVHD and Docking Station	\$0.00	\$1300.00	\$1,300.00	(\$1,300.00)

Notes:

Annual Subscription Breakdown:

1st Year = \$19,740.00
 2nd Year = \$12,240.00
 3rd Year = \$12,240.00
 4th Year = \$12,240.00
 5th Year = \$12,240.00

NOTE: *
 FVPRO DVC ARE THE
 ONLY ITEMS IN
 5 YR. BREAKDOWN

5-Year Total = \$68,700.00

Total Discount	\$1,300.00
Subtotal	\$68,380.00
Misc	
Tax	\$0.00
Freight	\$320.00
Total	\$68,700.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

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AWARD: 2024 ROAD PROGRAM

PLANS, SPECIFICATIONS, AND BID DOCUMENTS WERE PREPARED BY SHOUP ENGINEERING FOR THE 2024 ROAD PROGRAM.

THE PROJECT WAS ADVERTISED AND SEALED BIDS WERE RECEIVED UNTIL 1:30 P.M. ON MONDAY, MARCH 13, 2024, AT WHICH TIME THEY WERE OPENED AND READ ALOUD.

CONTRACT 24-01 – WORK CONSISTS OF MILLING OF EXISTING ASPHALT, INSTALLATION OF HOT MIX SUPERPAVE BINDER AND WEARING COURSES, BASE REPAIR, BACKFILLING AND OTHER MISCELLANEOUS WORK ON TWO (2) TOWNSHIP ROADS - Ashley Road (Southern Portion) & Michael Road - TOTALING APPROXIMATELY 6,000 FEET IN LENGTH. ALTERNATE BIDS FOR SIMILAR WORK WILL ALSO BE RECEIVED FOR FOUR (4) OTHER TOWNSHIP ROADS -Crest Street, Poma Street, Roy Street & Monier Road (from Bairdford Road to Kaufman Road) - TOTALING APPROXIMATELY 4,200 FEET IN LENGTH.

CONTRACT 24-02 – WORK WILL CONSIST OF THE INSTALLATION OF COLD MIX FB MODIFIED BINDER LEVELING COURSE WITH CMS-2 EMULSION, BASE REPAIR, BACKFILLING AND OTHER MISCELLANEOUS WORK ON ONE (1) TOWNSHIP ROAD (Logan Road) TOTALING APPROXIMATELY 11,600 FEET IN LENGTH.

THE BID RESULTS ARE ATTACHED.

Continued on next page.....

CONTRACT 24-01 – HOT MIX ASPHALT

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE 2024 ROAD PROGRAM HOT MIX ASPHALT
PAVING CONTRACT 24-01 TO _____ IN THE AMOUNT OF
\$ _____ FOR THE BASE BID, AND IN THE AMOUNT OF
\$ _____ FOR THE (Crest St., Poma St., Roy St. & Monier Rd.(from
Bairdford Rd to Kaufman Rd) ALTERNATE BIDS.

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

CONTRACT 24-02 – COLD MIX ASPHALT

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AWARD THE 2024 ROAD PROGRAM COLD MIX ASPHALT
PAVING CONTRACT 24-02 TO _____ IN THE AMOUNT OF
\$ _____ FOR THE BASE BID.

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

BID TABULATION West Deer Township (#10413) 2024 Road Improvement Project Contract 24-01 - Base Ashley Road - (Southern Portion) Michael Road					Contract 24-01 - Alternate A Crest Street	Contract 24-01 Alternate B Poma Street	Contract 24-01 Alternate C Roy Street	Contract 24-01 Alternate D Monier Road (Baird Road to Kaufman Road)
BID TABULATION								
	Contract 24-01 Base Bid	Contract 24-01 Alternate A	Contract 24-01 Alternate B	Contract 24-01 Alternate C	Contract 24-01 Alternate D			
BIDDER								
Shields Asphalt Paving	\$425,520.00	\$69,620.00	\$75,240.00	\$19,805.00	\$79,440.00			
A. Liberoni Inc.	\$443,140.69	\$74,071.86	\$80,343.63	\$21,107.55	\$83,660.76			
Youngblood Paving Inc.	\$450,573.00	\$75,322.40	\$81,526.80	\$21,448.60	\$84,521.00			
A Folino Construction Inc.	\$535,733.53	\$90,114.05	\$97,409.42	\$25,647.78	\$101,507.74			
Tresco Paving	*\$442,046.50	\$74,213.80	\$80,157.20	\$21,343.80	\$83,507.50			

* Item 8 within Base Bid was incorrect on submittal - corrected as shown above

<p align="center">BID TABULATION West Deer Township (#10413) 2024 Road Improvement Project</p>	<p>Contract 24-02- Logan Road</p>
<p align="center">BID TABULATION</p>	
	<p align="center">Contract 24-02</p>
<p>BIDDER</p>	
<p>Russell Standard Corp.</p>	<p align="right">\$634,110.00</p>
<p>Youngblood Paving Inc.</p>	<p align="right">\$ 570.085.00</p>

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AWARD: DEMOLITION ASBESTOS ABATEMENT

THE BOARD APPROVED THE DEMOLITION OF 17-19 SCHOOL STREET AND 1130-1132 EISENHOWER DRIVE AT THE PUBLIC HEARING ON AUGUST 17, 2022. THE FOLLOWING BIDS ARE TO REMOVE THE ABESTOS FROM THE PROPERTIES, WHICH IS NECESSARY TO LATER DEMOLISH THE PROPERTIES:

NAME	SCHOOL BID	EISENHOWER BID
GRAY WASTE MANAGEMENT	\$20,900.00	\$3,800.00
SUPERIOR ENVIRONMENTAL	\$24,350.00	\$3,800.00
TRIFECTA TEAM LLC	\$24,600.00	\$3,650.00
KLA ROOFING & CONSTRUCTION	\$24,820.00	\$9,572.00
PRISM RESPONSE LLC	\$29,330.00	\$3,570.00
NEUMEYER ENVIRONMENTAL	\$42,500.00	\$5,500.00

MR. SHOOK...

DO I HAVE A MOTION TO AWARD THE DEMOLITION ASBESTOS ABATEMENT OF 17-19 SCHOOL STREET AND 1130-1132 EISENHOWER DRIVE TO GRAY WASTE MANAGEMENT IN THE AMOUNT OF \$24,700.00?

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

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DISCUSSION: CHARTER RECOMMENDATIONS

MR. MATOR...

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NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

29

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	NAYS
MR. SMULLIN	_____	_____	_____	_____
MR. WIEGAND	_____	_____	_____	_____
MR. FREY	_____	_____	_____	_____
MR. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____