



**BOARD OF
SUPERVISORS
MEETING**

May 15, 2024

6:30pm: Executive Session

7:00pm: Regular Business Meeting

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

West Deer Township Board of Supervisors
May 15, 2024

6:30pm: Executive Session

7:00pm: Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session Held
5. Presentation: Blight Report
6. Public Comment (Agenda Items Only)
7. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
9. Police Chief's Report
10. Public Works Foreman's Report
11. Engineer's Report
12. Planning, Zoning, and Code Enforcement Report
13. West Deer #1 VFC Report
14. West Deer #2 VFC Report
15. West Deer #3 VFC Report
16. West Deer EMS Report
17. Adoption: Ordinance No. 458 (Olympus Oil and Gas Lease)
18. Approval: Petition for Compromise of Delinquent Taxes
19. Authorization: Advertisement of McIntyre Heights PRD Hearing
20. Authorization: Advertisement of Ordinance #454 (Zoning Ordinance)
21. Authorization: Advertisement (Sale of Police ATV & Trailer)
22. Authorization: Hammerman Plan of Lots
23. Authorization: Purchase of Police Body & Patrol Vehicle Dash Cameras
24. Discussion: Planning Commission iPads
25. New Business for Future Discussion/Action
26. Announcements
27. Public Comment (Non-Agenda Matters of General Township Concern)
28. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call

- Mr. Mator

4 Executive Session

- Mr. Robb

5

PRESENTATION: BLIGHT REPORT

MS. WINNIE BRANTON...

6

PUBLIC COMMENT (AGENDA ITEMS ONLY)

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

7

ACCEPT MINUTES

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

ARE THERE ANY QUESTIONS REGARDING THE MINUTES?

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

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

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

Roll Call taken by Mr. Mator – Quorum present

COMMENTS FROM THE PUBLIC ON AGENDA RELATED ITEMS

- Jack Rearick of Corbriwood Lane
 - Mr. Rearick commented on the oil and gas wells, public health, safety, and welfare.
- Victoria Austin of Hemlock Street
 - Ms. Austin commented on Olympus Gas well violations.
- Kathryn Westman of 104 Steeplechase
 - Ms. Westman commented on oil and gas well recommendations in regard to public health.
- Pam Murphy of 1143 Links Way
 - Ms. Murphy commented on Monier Road trees.
- Ron Zielinski of 188 Bryson Road
 - Mr. Zielinski commented on oil and gas well setbacks.
- Yvonne Hutchinson of 425 Bairdford Road
 - Ms. Hutchinson commented on oil and gas well setbacks and the draft Zoning Ordinance.
- David Harrison of 1339 Middle Road Ext.
 - Mr. Harrison commented on Charter recommendations and redistricting.
- Mary Kay Kalivoda of 702 Crystal Spring Court
 - Ms. Kalivoda commented on oil and gas well recommendations.
- Dave Kalivoda of 702 Crystal Spring Court
 - Mr. Kalivoda commented on oil and gas well drilling in specific districts.
- Gary Torick of 1531 Palmer Way
 - Mr. Torick commented on turnout of the public and public safety.
- Ryan Koleno of 3998 Crestwood Drive
 - Mr. Koleno commented on his opposition to the Board's decision makings.

- Robert Carlow of 41 Woodhill Drive
 - Mr. Carlow commented on being opposed to gas wells.
- Tom Tisa of 628 Whispering Pines Drive
 - Mr. Tisa commented on recommendations for oil and gas well provisions.
- Lisa Murrin of 4005 Crestwood Drive
 - Ms. Murrin commented on being opposed to fracking.
- Mark Murrin of 4005 Crestwood Drive
 - Mr. Murrin commented on being opposed to oil and gas wells, and sees costs outweigh the benefits.
- Ross Stump
 - Mr. Stump commented on oil and gas well setbacks and the Leto well pad extension.
- Marcia Brissett of 37 Corbriwood Lane
 - Ms. Brissett commented on importance of passing ordinances to keep public safe.
- Rochelle Baburich of 117 Lex Lane
 - Ms. Baburich commented on her opposition to oil and gas wells.
- Giselle Dudek of 102 Lex Lane
 - Ms. Dudek commented on her support of what has been said in opposition to oil and gas wells.

ACCEPT MINUTES

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey to accept the minutes of 20 March 2024 regular business meeting minutes as presented. Motion carried unanimously 5-0.

MONTHLY FINANCIAL REPORT

TOWNSHIP OF WEST DEER FINANCE OFFICER'S REPORT 31 March 2024

I - GENERAL FUND:

	<u>March</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	1,395,006.58	2,151,128.69	20.00%
Expenditures	545,703.05	2,004,077.64	18.00%

Cash and Cash Equivalents:

Sweep Account

1,432,954.20

1,432,954.20

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

65,943.59

Fire Tax Fund:

Restricted

31,813.46

State/Liquid Fuels Fund:

Restricted

76,663.50

174,420.55**Investments:****Operating Reserve Fund:**

Reserved

1,054,854.03

Capital Reserve Fund:

Reserved

952,194.602,007,048.63**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:****Capital Reserve Fund**

Reserved

3,562,353.303,562,353.30**TOTAL CASH BALANCE 3/31/24**7,176,776.68**Interest Earned March 2024****27,137.96**

	3/1/2024 Debt Balance	March Principal Payment	3/31/2024 Debt Balance
Mars National - VFC #3	\$34,004.15	\$2,607.94	\$31,496.52
NexTier Bank VFC #2	\$351,879.10	\$2,680.96	\$350,338.74

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

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

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

APRIL LIST OF BILLS

Hei-Way, LLC.....	531.41
SEI Corporate Headquarters.....	2345.94
Jordan Tax Service, Inc	2072.67
Kress Tire.....	30.00
Office Depot.....	439.46
Bearcom	292.47
Tucker/Arensberg Attorneys	4528.14
Shoup Engineering Inc	2436.00

MOTION BY Supervisor Smullin and SECONDED BY Supervisor Frey 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 March 2024. A copy of the report is on file at the Township Building.

PUBLIC WORKS FOREMAN'S REPORT

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

Mrs. Jordan thanked the Public Works Department for keeping the drains cleaned during the many rain storms.

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.
- 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. 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 Review

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

- McIntyre Heights
 - A review of this revised PRD was performed and a revised letter dated 22 March 2024 was sent to the Township.

Mr. Shoup reported that Youngblood Paving could be starting next week on repairs and paving work on Logan Road.

Mr. Frey asked for an update on Bairdford Park. Mr. Shoup responded that the asphalt work was complete but the sports court surface and fencing was not.

PLANNING, ZONING, AND CODE ENFORCEMENT REPORT

The Board received the Planning, Zoning, and Code Enforcement Report for the month of March 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 March 2024. 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 March 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 March 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 March 2024 after agenda was completed.

WEST DEER EMS REPORT

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

ADOPTION: RESOLUTION 2024-6 (FEE SCHEDULE)

RESOLUTION NO. 2024-6 AMENDING THE FEES CHARGED BY THE TOWNSHIP AS PER THE ATTACHED SCHEDULE OF FEES.

The Board received a copy of Resolution No. 2024-6.

Mr. Frey questioned what fees the oil and gas companies were charged. Mr. Shook replied \$1,300.00 total for conditional use fee and escrow.

Mr. Frey asked if the fees could be increased. Mr. Robb answered that it could not due to state limitations, and explained how the fee structure worked.

More discussion was held.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to adopt Resolution No. 2024-6 amending the fees charge by the Township as per the attached schedule of fees. Motion carried unanimously 5-0.

APPOINTMENT: ALTERNATE ZONING HEARING BOARD MEMBER

The Board appointed alternate member H. Nelson Crooks, Jr. as a full member when a member resigned.

The alternate term expires 31 December 2025, so there was a vacancy to fill his unexpired term.

The Board was in receipt of a letter of interest from Shea Kraft.

MOTIONED BY Supervisor Wiegand and SECONDED BY Supervisor Frey to appoint Shea Kraft as an alternate member of Zoning Hearing Board to fill the unexpired term of H. Nelson Crooks, Jr., which expires 31 December 2025. Motion carried unanimously 5-0.

APPROVAL: LETO WELL PAD EXTENSION

The Board was in receipt of a letter from Olympus Energy, LLC requesting to extend the time to apply for a building and/or occupancy permit for the Leto Well Pad until 21 June 2025, pursuant to the conditional use approval of 21 June 2023 and section 210-119 of the West Deer Zoning Ordinance.

Mr. Robb explained that the applicant was required to ask the Board for an extension due to the project being delayed.

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Smullin to grant the request of Olympus Energy, LLC to extend the time to apply for a building and/or occupancy permit for the Leto Well Pad until 21 June 2025 as presented. Members voting yes: Mr. Hollibaugh, Mrs. Jordan, Mr. Smullin and Mr. Frey. Members voting no: Mr. Wiegand. Motion carried (four "yes" and one "no").

AUTHORIZATION: ADVERTISEMENT OF 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.

Mrs. Jordan reported that the Board had earlier in the process made the decision to remove the waivers in the new ordinance.

Mr. Robb announced no motion would be entertained on this item. He explained the Board had decided to give the public the opportunity to view the draft ordinance before setting a date for the public hearing.

Mrs. Jordan asked the Board for their recommendations on the oil and gas well setbacks. Mr. Frey voiced his opinion that it should be set at 750 feet since the state was set at 500 feet. Mr. Wiegand disagreed and felt that the setback should be increased to 1,250 feet.

Mr. Wiegand recommended that language be added for protected structures; i.e. schools and churches. Mrs. Jordan and Mr. Robb responded that the ordinance currently has this language.

The Board and Mr. Robb had much discussion about other items in the ordinance such as: adding setbacks specifically to "protected structures, i.e. schools and churches"; eliminating oil and gas well option from R-2 and R-3 districts; increasing the acres required of a property to permit a well pad; and changing the fire department verbiage in multiple areas of the ordinance.

AUTHORIZATION: ADVERTISEMENT – ORDINANCE NO. XXX: (OLYMPUS OIL & GAS LEASE)**ORDINANCE NO. XXX**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, TO AUTHORIZING THE TOWNSHIP TO LEASE OIL AND GAS RIGHTS ASSOCIATED WITH A PARCEL BISECTING THE PUBLIC RIGHT-OF-WAY KNOWN AS MONIER ROAD AND IDENTIFIED AS BLOCK AND LOT NO. 1669-C-88, CONSISTING OF 0.449 ACRES IN AREA, TO OLYMPUS ENERGY, LLC.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Frey to authorize the advertisement of this ordinance. Motion carried unanimously 5-0.

AUTHORIZATION: OAKMONT WATER FIRE HYDRANT INSTALLATION

The Board was in receipt of the Oakmont Water Agreement/Invoice between West Deer Township and Oakmont Water for the installation of fire hydrants.

Mr. Mator explained that every year the fire companies recommend locations for the fire hydrants, the Township Engineer reviews those locations, and the Board approves a budgeted amount for them. He pointed out that this year's budget was \$75,000 for five hydrants. Mr. Mator reported that Oakmont Water invoiced the Township for the full \$75,000, as the cost was actually more but they were willing to purchase and install them for the amount budgeted.

MOTIONED BY Supervisor Smullin and SECONDED BY Supervisor Hollibaugh to authorize the signing of the Oakmont Water Agreement for fire hydrant installation as presented. Motion carried unanimously 5-0.

DISCUSSION: CHARTER RECOMMENDATIONS

Mr. Mator started the discussion by reporting the Board was in receipt of his memorandum, which was included in the previous month's Manager's Report. He explained the points made in the memorandum were items that most affect daily operations of the Township, and that – at the prior meeting – it was discussed that priority items should be established.

Mr. Mator's stated he would recommend two items be prioritized: amending the ordinance advertising language to remove the second, post-approval advertising requirement, and to modify the contract section to reflect limits that are more realistic than the 1974 limits that still remain in the Charter.

Mr. Robb was in agreement, and echoed Mr. Mator's recommendation regarding both items. They both stated that the ordinance requirement was burdensome and caused an unnecessary expenditure of tax dollars, and Mr. Mator cited the \$1,000 limit from the 1974 Charter adoption and compared it to the \$10,000 listed in the Second Class Township Code.

Mr. Wiegand disagreed with Mr. Mator's recommendations being a priority, and stated that voting districts were more important.

Mrs. Jordan pointed out that a few years ago this was on referendum to change to how it is currently and the voters passed it.

Mr. Mator explained that the reason for the districts being created – with one at-large seat – was due to the Township receiving complaints from residents in the past that their area of the Township was not being represented. He explained that the Charter Commission recommended separate districts because such districts would ensure all areas of the Township would be represented. He clarified that supervisors elected from districts do not represent

only the residents of those districts, but *all* the Township residents, and that supervisors being from four distinct districts only ensures that the Board as a whole would be aware of issues from across the Township.

The Board and Mr. Robb held much discussion about other Charter recommendations, such as: changing voting districts; increasing the approval amount of the contracts involving sub-term sums; and incorrect voting locations.

Mr. Mator was directed by the majority of the Board to continue to work on the aforementioned two items that the Township's daily operations would most benefit from.

NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

- None

ANNOUNCEMENTS

- Mr. Frey brought up that in the Police Chief's report it was stated that K-9 Officer Midas searched for a subject that fled a traffic stop. Chief Loper confirmed this by stating that Officer Midas did his job.
- Mr. Wiegand announced that Volunteer Fire Department #1 was hosting a banquet to celebrate their 95th year of service and requested a letter of acknowledgement be given to them. Mr. Mator agreed, and said one would be drafted.

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

- Richard Hollibaugh of Bakerstown Culmerville Road
 - Mr. Hollibaugh asked the Board to consider returning the number of Supervisor seats on the Board from the current five members back to seven.

ADJOURNMENT

MOTIONED BY Supervisor Frey and SECONDED BY Supervisor Wiegand to adjourn at 9:20 p.m. Motion carried unanimously 5-0. Meeting adjourned.

Daniel J. Mator Jr., Township Manager

8A

MONTHLY FINANCIAL REPORT

A) FINANCE OFFICER’S REPORT

ATTACHED IS THE FINANCE OFFICER’S REPORT.

ARE THERE ANY QUESTIONS REGARDING THE MONTHLY FINANCIAL REPORT?

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

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

FINANCE OFFICER'S REPORT
April 30, 2024

I - GENERAL FUND:

	<u>April</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	943,667.41	3,094,796.10	28.69%
Expenditures	404,238.57	2,408,255.64	22.32%

Cash and Cash Equivalents:

Sweep Account

2,062,272.93

2,062,272.93

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Restricted

84,456.51

Fire Tax Fund:

Restricted

84,564.01

State/Liquid Fuels Fund:

Restricted

169,020.52

Investments:

Operating Reserve Fund:

Reserved

1,058,031.28

Capital Reserve Fund:

Reserved

956,177.95

1,058,031.28

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

Capital Project Fund

Reserved

2,798,283.69

2,798,283.69

TOTAL CASH BALANCE 4/30/24

6,087,608.42

Interest Earned April 2024

25,454.09

	<u>4/1/2024</u>		<u>April</u>	<u>4/30/2024</u>
	<u>Debt Balance</u>		<u>Payment</u>	<u>Debt Balance</u>
Nextier (Mars) - VFC #3	31,485.37	\$	2,607.94	28,977.74
NexTier Bank VFC #2	350,260.15	\$	2,680.96	348,719.79

INTEREST EARNED - 2024

	<u>APRIL</u>	<u>YTD</u>
GENERAL FUND	\$3,868.01	\$4,370.19
STREET LIGHT FUND	\$0.00	\$0.00
FIRE TAX FUND	\$0.64	\$0.63
OPERATING RESERVE	\$3,177.25	\$9,442.95
CAPITAL PROJECT FUND	\$13,322.92	\$58,405.56
STATE FUND	\$1,101.92	\$1,624.90
CAPITAL RESERVE	<u>\$3,983.35</u>	<u>\$12,028.74</u>
TOTAL INTEREST EARNED	<u><u>\$25,454.09</u></u>	<u><u>\$58,735.01</u></u>

8B

B) LIST OF BILLS

ARE THERE ANY QUESTIONS REGARDING THE LIST OF BILLS?

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

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

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 12:04 pm
Date: 05/08/2024
Page: 1

By Vendor#
Cutoff as of: 05/15/2024

Inv.Dates: 01/01/1900 thru 05/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Vendor#:	00005	HEI-WAY, LLC		720.80				720.80		
Vendor#:	00074	SEI CORPORATE HEADQUARTERS		54.99				54.99		
Vendor#:	00106	JORDAN TAX SERVICE, INC.		3620.82				3620.82		
Vendor#:	00272	COOPER SIGN		7824.00				7824.00		
Vendor#:	00337	AMERIKOHL AGGREGATES INC		4313.57				4313.57		
Vendor#:	00338	AMERIKOHL TRANSPORT INC		2724.36				2724.36		
Vendor#:	00362	KRESS TIRE		801.76				801.76		
Vendor#:	00481	TURNLEY, MARK C		4850.00				4850.00		
Vendor#:	00547	S & D CALIBRATION SERVICES		144.00				144.00		
Vendor#:	00657	OFFICE DEPOT		84.80				84.80		
Vendor#:	00674	BEARCOM		292.47				292.47		
Vendor#:	00813	TUCKER/ARENSBERG ATTORNEYS		5544.42				5544.42		
Vendor#:	00830	SHOUP ENGINEERING INC.		3762.00				3762.00		
FINAL TOTALS:				34737.99				34737.99		

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

WEST DEER TOWNSHIP

Time: 12:07 pm
Date: 05/08/2024
Page: 1

By Vendor#
Cutoff as of: 05/15/2024

Inv.Dates: 01/01/1900 thru 05/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	paid	Un-Paid	Check#	Check Amt.
00005	HEI-WAY, LLC	430.372	10337721	720.80				720.80		N
Road:	Co'd Patch	0424	04/18/2024	05/15/2024	04/19/2024					
Vendor#:	00005	HEI-WAY, LLC		720.80				720.80		
00074	SEI CORPORATE HEADQU	430.374	18076483	54.99				54.99		N
Repair Parts-Boom	Mower	0424	04/15/2024	05/15/2024	04/22/2024					
Vendor#:	00074	SEI CORPORATE HEADQUARTERS		54.99				54.99		
00106	JORDAN TAX SERVICE,	403.140	11-C-#111	1139.60				1139.60		N
Delinquent R E Tax	Commission		05/01/2024	05/15/2024	05/01/2024					
00106	JORDAN TAX SERVICE,	403.140	4-C-#107	2481.22				2481.22		N
Delinquent R E Tax	Commission	0424	04/18/2024	05/15/2024	04/18/2024					
Vendor#:	00106	JORDAN TAX SERVICE, INC.		3620.82				3620.82		
00272	COOPER SIGN	430.245	6434	7824.00				7824.00		N
Road: 46"x37" Signs	Qty 4	0524	05/01/2024	05/15/2024	05/03/2024					
Vendor#:	00272	COOPER SIGN		7824.00				7824.00		
00337	AMERIKOHL AGGREGATES	430.611	70788	885.78				885.78		N
Road: Limestone		0424	04/15/2024	05/15/2024	04/18/2024					
00337	AMERIKOHL AGGREGATES	430.611	71120	1729.95				1729.95		N
Road: Limestone		0424	04/29/2024	05/15/2024	04/30/2024					
00337	AMERIKOHL AGGREGATES	430.611	71121	435.67				435.67		N
Road: Limestone		0424	04/29/2024	05/15/2024	04/30/2024					
00337	AMERIKOHL AGGREGATES	430.611	71217	1262.17				1262.17		N
Road: Limestone		0424	04/30/2024	05/15/2024	05/03/2024					
Vendor#:	00337	AMERIKOHL AGGREGATES INC		4313.57				4313.57		
00338	AMERIKOHL TRANSPORT	430.611	45852	559.44				559.44		N
Road: Delivery of Limestone		0424	04/15/2024	05/15/2024	04/18/2024					
00338	AMERIKOHL TRANSPORT	430.611	46031	1092.60				1092.60		N
Road: Delivery of Limestone		0424	04/29/2024	05/15/2024	04/30/2024					
00338	AMERIKOHL TRANSPORT	430.611	46032	275.16				275.16		N
Road: Delivery of Limestone		0424	04/29/2024	05/15/2024	04/30/2024					

By Vendor#
Cutoff as of: 05/15/2024

Inv. Dates: 01/01/1900 thru 05/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-paid	Check#	Check Amt.
00338	AMERI KOHL TRANSPORT	430.611	46080	797.16				797.16		N
Road:	Delivery of Limestone	0424	04/30/2024	05/15/2024	05/03/2024					
Vendor#:	00338	AMERI KOHL TRANSPORT INC		2724.36				2724.36		
00362	KRESS TIRE	410.374	10560-28	771.76				771.76		N
POL:	2023 Chevy Suburban 4 Tir	0424	04/04/2024	05/06/2024	05/06/2024					
00362	KRESS TIRE	410.374	10563-13	30.00				30.00		N
POL:	Flat Repair	0424	04/17/2024	05/06/2024	05/06/2024					
Vendor#:	00362	KRESS TIRE		801.76				801.76		
00481	MARK C TURNLEY	402.311	04-29-24	4850.00				4850.00		N
2023 Audit	Services-Final Bill	10424	04/29/2024	05/15/2024	05/03/2024					
Vendor#:	00481	TURNLEY, MARK C		4850.00				4850.00		
00547	S & D CALIBRATION SE	410.310	14273	144.00				144.00		N
Accutrak	Certification	0424	04/10/2024	05/15/2024	05/08/2024					
Vendor#:	00547	S & D CALIBRATION SERVICES		144.00				144.00		
00657	OFFICE DEPOT	406.210	362129568001	9.04				9.04		N
Twp:	Office Supplies	0424	04/17/2024	05/15/2024	04/23/2024					
00657	OFFICE DEPOT	409.226	362129568001	75.76				75.76		N
Twp:	Cleaning Supplies	0424	04/17/2024	05/15/2024	04/23/2024					
Vendor#:	00657	OFFICE DEPOT		84.80				84.80		
00674	BEARCOM	430.327	5722976	57.47				57.47		N
Road:	Equipment Maintenance	0524	05/01/2024	05/15/2024	05/03/2024					
00674	BEARCOM	410.328	5723987	235.00				235.00		N
Police:	Equipment Maintenance	0524	05/01/2024	05/15/2024	05/03/2024					
Vendor#:	00674	BEARCOM		292.47				292.47		
00813	TUCKER/ARENSBERG ATT	404.111	670202	500.00				500.00		N
Legal	Services: Retainer	0424	04/30/2024	05/15/2024	05/07/2024					
00813	TUCKER/ARENSBERG ATT	404.111	670203	224.00				224.00		N
Legal	Services: Rose Ridge	0424	04/30/2024	05/15/2024	05/07/2024					
00813	TUCKER/ARENSBERG ATT	404.111	670204	80.00				80.00		N
Legal	Services: Deer Creek Int	0424	04/30/2024	05/15/2024	05/07/2024					

By Vendor#
Cutoff as of: 05/15/2024

Inv.Dates: 01/01/1900 thru 05/15/2024

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00813	TUCKER/ARENSBERG Legal Services: General	ATT 404.111 0424	670205 04/30/2024	4676.42	05/15/2024	05/07/2024		4676.42		N
00813	TUCKER/ARENSBERG Legal Services: General	ATT 404.111 0424	670206 04/30/2024	64.00	05/15/2024	05/07/2024		64.00		N
Vendor#:	00813	TUCKER/ARENSBERG ATTORNEYS		5544.42				5544.42		
00830	SHOUP ENGINEERING IN Caro Brandon wellsite	408.319 0424	24-148 04/30/2024	27.50	05/15/2024	05/08/2024		27.50		N
00830	SHOUP ENGINEERING IN Graystone Estates	408.319 0424	24-148 04/30/2024	27.50	05/15/2024	05/08/2024		27.50		N
00830	SHOUP ENGINEERING IN Hammerman Plan	408.319 0424	24-148 04/30/2024	247.50	05/15/2024	05/08/2024		247.50		N
00830	SHOUP ENGINEERING IN Hyperion Midstream	408.319 0424	24-148 04/30/2024	357.50	05/15/2024	05/08/2024		357.50		N
00830	SHOUP ENGINEERING IN McIntyre Heights	408.319 0424	24-148 04/30/2024	330.00	05/15/2024	05/08/2024		330.00		N
00830	SHOUP ENGINEERING IN General	408.313 0424	24-148 04/30/2024	1347.50	05/15/2024	05/08/2024		1347.50		N
00830	SHOUP ENGINEERING IN Ridgewood Heights	408.319 0424	24-148 04/30/2024	407.00	05/15/2024	05/08/2024		407.00		N
00830	SHOUP ENGINEERING IN Rose Ridge	408.319 0424	24-148 04/30/2024	330.00	05/15/2024	05/08/2024		330.00		N
00830	SHOUP ENGINEERING IN Tyche well pad	408.319 0424	24-148 04/30/2024	220.00	05/15/2024	05/08/2024		220.00		N
00830	SHOUP ENGINEERING IN wilds subdivision	408.319 0424	24-148 04/30/2024	467.50	05/15/2024	05/08/2024		467.50		N
Vendor#:	00830	SHOUP ENGINEERING INC.		3762.00				3762.00		

FINAL TOTALS:

34737.99

34737.99

9

POLICE CHIEF'S REPORT

ATTACHED IS THE POLICE CHIEF'S REPORT.

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

OFFICER'S MONTHLY REPORT

To: Robert J. Loper, Chief of Police
From: Jennifer Borczyk, Administrative Assistant
Subject: Officer's Monthly Report
Date: May 8, 2024

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

JB

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

OFFICER'S MONTHLY REPORT
April 2024

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
EVENT REPORTS	301	787	1088
INCIDENT REPORTS- REPORTABLE	25	65	90
ALL OTHER CALLS	410	1,065	1475
TOTALS CALLS FOR SERVICE	736	1,917	2653
 <u>ARRESTS</u>			
ADULT	5	12	17
JUVENILE	0	0	0
TRAFFIC CITATIONS	41	72	113
NON TRAFFIC CITATIONS	2	17	19
PARKING CITATIONS	0	0	0
WARNINGS	83	202	285
 <u>PERSONNEL</u>			
GRIEVANCES FILED BY POLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	0	2	2
 <u>VEHICLE REPORTS</u>			
TOTAL MILES TRAVELED	9,950	27,415	37,365
GALLONS OF GASOLINE USED	808.1	2,210.70	3018.8
REPAIRS/MAINTENANCE	1,181.03	2,472.46	3,653.49
 <u>OVERTIME PAID</u>			
COURT (OFF DUTY)	18	65.00	83
PRELIMINARY HEARINGS	6	5.50	11.5
PRETRIAL	0	0.00	0
INVESTIGATIONS	2	6.00	8
ARRESTS	7	18.00	25
SPEED CHECKS	0	0.00	0
PRIVATE CONTRACTS	0	0.00	0
MISC. HOURS - FILLED SHIFTS	16	40.00	56
MISC. HOURS - ADMIN. HOURS	0	0.00	0
MISC. HOURS	16	26.00	42
TOTAL HOURS	65	160.50	225.5

OFFICER'S MONTHLY REPORT
April 2024

QUARTERLY REPORT	2023 YEAR TO DATE	2024 YEAR TO DATE
REPORTABLE CALLS FOR SERVICE	250	1088
CALLS FOR SERVICE/FIELD CONTACTS	1,856	90
ALL OTHER CALLS	1,979	1475
TOTAL CALLS FOR SERVICE	4,085	2653
 <u>ARRESTS</u>		
ADULT	36	17
JUVENILE	1	0
TRAFFIC CITATIONS	141	113
NON TRAFFIC CITATIONS	26	19
PARKING CITATIONS	26	0
WARNINGS	356	285
 <u>PERSONNEL</u>		
GRIEVANCES FILED BY POLICE OFFICERS	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0
LETTERS COMMENDING POLICE OFFICERS	1	2
 <u>VEHICLE REPORTS</u>		
TOTAL MILES TRAVELED	47,200	37,365
GALLONS OF GASOLINE USED	3,651.40	3018.8
REPAIRS/MAINTENANCE	6,076.92	3,653.49
 <u>OVERTIME</u>		
COURT (OFF DUTY)	55.5	83
PRELIMINARY HEARINGS	5	11.5
PRETRIAL	0	0
INVESTIGATIONS	16	8
ARRESTS	14.5	25
SPEED CHECKS	0	0
PRIVATE CONTRACTS	0	0
MISC. HOURS - FILLED SHIFTS	24	56
MISC. HOURS - ADMIN HOURS	0	0
ALL OTHER MISC. HOURS	43	42
TOTAL HOURS	158	225.5

Points of Interest

April 2024

Budget Figure YTD – 35.93%

Chief Robert Loper

- April 3- Attended meeting to prepare for ALOM conference.
- April 4- Attended meeting with MRM.
- April 4- Attended meeting with Deer Lakes Administrator.
- April 5- Attended ALOM conference as a panelist.
- April 8- Attended meeting regarding new building. (Deputy Chief Burk attended.)
- April 17- Attended Olympus Energy Tabletop Training Exercise with Deputy Chief Burk.
- April 30- Attended meeting with Motorola representative regarding body and in-car cameras. (Sergeant Shurina and Officer Evan attended.)
- April 30- Meeting at No Offseason regarding concert venue. (Deputy Chief Burk attended.)
- April 30- Held interviews for part time officer position. (Deputy Chief Burk assisted.)

Deputy Chief Timothy Burk

- April 16- Attended meeting with Deer Lakes Middle School Principal.

K9 Officer Trevor Elza

- April 2- Training on narcotics search of a building, article searches, and building searches for suspect.
- April 2- K9 callout to Cranberry to assist in burglary in progress call with building search for suspect.
- April 9- Training on hard surface tracking, narcotics searches in vehicles, and e-collar obedience.
- April 12- Detail at Hampton High School for narcotics search in bags.
- April 16- Training on hard surface tracking, tracking with articles, and article search in open area.
- April 17- Detail at Hampton High School for narcotics search in bags.
- April 23- Training on narcotics search in vehicles, and hard and soft surface tracking.
- April 25- Detail at Hampton High School for narcotics search in bags.

Sergeant Petosky & Officer Fedunok

- April 12- Training held at Ross Twp Annex. Operators worked on room entry in various scenarios and room clearing.
- April 14- NHSRT Callout to Ohio Twp for a suicidal male with a gun refusing to exit the home for police. The male was taken into custody after several hours of negotiations.
- April 24- Training held at Hampton Twp range. Operators trained on various medical training. Operators also worked on firearms sights. Operators then worked on various firearms scenarios.

EMA- Sergeant Shurina

- See Attached.

Deer Lakes School District

- April 4- ALICE drill held at East Union.

Misc. Details

- April 1 & 2- Sergeant Shurina and Officer Fuesting attended mandatory Updates training.
- April 9- Officer Rigous performed an Aggressive Driving traffic detail.
- April 11- Officer Dobransky performed an Aggressive Driving traffic detail.
- April 13- Officer Kadlick performed an Aggressive Driving traffic detail.
- April 17- Officer Fuesting performed an Aggressive Driving traffic detail.

Communications

- April 16- Received thank you card from ALOM for Chief Loper for participating in the ALOM Conference.

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 Skrbín

John Krauland
Donald Gerlach
Gary Borsuk

EMERGENCY MANAGEMENT

Monthly Report
APRIL 2024

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

INCIDENT: Olympus Energy Tabletop Training Exercise

DATE: April 17, 2024 (0800-1400)

MICS INFO: Mike Shurina, along with other EMA team members and representatives from the township and emergency services, attended a scenario based tabletop training exercise put on by Olympus Energy and Forefront Emergency Management. This was a large exercise focused on incident command structure, evacuation, and resources need in an emergency.

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

RECEIVED
APR 16 2024
WEST DEER
TOWNSHIP POLICE

Many thanks for your support of the 2024 Spring Educational Conference. Your participation as a speaker brought educational value to our programming. We are appreciative of the time you spent on your preparation and delivery of a dynamic presentation.

Thank you for your partnership!

Gratefully,

The ALOM Board of Directors and Staff

P.S.— SAVE THE DATE for next year's Spring Educational Conference —
April 3-6, 2025!

10

PUBLIC WORKS FOREMAN'S REPORT

ATTACHED IS THE PUBLIC WORKS FOREMAN'S REPORT.

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

2024
MONTHLY REPORT FOR APRIL
PUBLIC WORKS DEPARTMENT

ROADS

- Clean drains.
- Flood control on state roads: Saxonburg @ West Deer VFD #2, Saxonburg @ McClure, Millerstown Culmerville Road and Little Deer Creek Road.
- Cut tree on Clendenning and McIntyre Roads.
- Flood control on Bairdford Road @ Larch Street.
- Repair wash-outs from storms.
- Berm McIntyre Road.
- Install 160' 12" pipe and reinstall 1 - 30" concrete pipe on Mueller Street.
- Install 2 catch basins and 40' of 6" French drain pipe on Mueller Street.
- Repair wash outs from 2nd storm: Bairdford alleys, Russellton alleys, Curtisville alleys, Lick Road, Beacom Road & Saxonburg Road.
- Patch holes.
- Install 110' of 12" pipe and 225' of 6" French drain pipe and 1 catch basin on Ashley Road.
- Clean catch basin on Willow Way with Vector trailer.
- Take 2 risers to Logan Road and help paving company install them.

TRUCKS & EQUIPMENT

- Fix trailer light plug on tool truck.
- Remove salt spreaders for season.
- Take truck #2, truck #6 & grass trailer to Tristani Bros for inspection.
- Wash & grease trucks.
- Maintenance on trucks & equipment (grease & oil change).

MISCELLANEOUS

- Rehang banners.
- Clean garage.
- Fix lights in men's bathroom @ Municipal building.
- Change light bulbs in lunch room @ Municipal building.
- Repair toilet at men's room @ soccer field.
- Replace faucet at women's room @ soccer field.
- Trim trees behind field #4 at park.
- Build road closed barricades.
- Spread top soil at park.
- Set up meeting for voting and for meeting.
- Cut grass & weed eat at all Township parks.

PA1 Calls
82

OT
24 hrs


Frederick Reekie Date 5-9-24

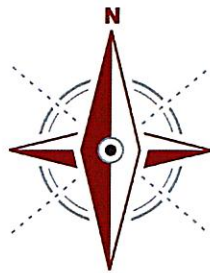
1

1

ENGINEER'S REPORT

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

ARE THERE ANY QUESTIONS REGARDING THE ENGINEER'S REPORT?



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

2024 ENGINEER'S REPORT WEST DEER TOWNSHIP

VIA EMAIL

Prepared May 8, 2024

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

Board of Supervisors Meeting – April 17, 2024

Planning Commission Meeting – April 25, 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 installed benches at the sports courts. Jeffrey and Associates also 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 is to be installed very soon by Youngblood Paving and fencing work by Shrock fencing will follow.
- 2024 Road Improvement Project – Youngblood Paving has completed the cold mix asphalt paving work and backfilling work on Logan Road. Shields Asphalt will be performing the hot mix asphalt paving later in the year.

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

- Hammerman Plan – Two reviews of this revised two lot subdivision located on Farm Lane were performed and review letters have been issued 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 May 15, 2024
April 2024 Reporting

1. Issued 23 Occupancy Permits.
2. Issued 26 Building Permits.
3. Code Enforcement issued 5 Violations.
4. Code Enforcement issued 0 Citations.
5. Code Enforcement had 0 Court Visits.
6. Code Enforcement issued 0 Salvage Licenses.
7. PCS Performed/ Issued 34 Building Inspections.
8. See May 2024 Project Status Report.
9. Planning Commission Meeting was held in April 2024.
10. No Zoning Hearing Board was held in April 2024.

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WEST DEER #1 VFC REPORT

THE BOARD DID NOT RECEIVE A REPORT FROM WEST DEER #1 VFC.

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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

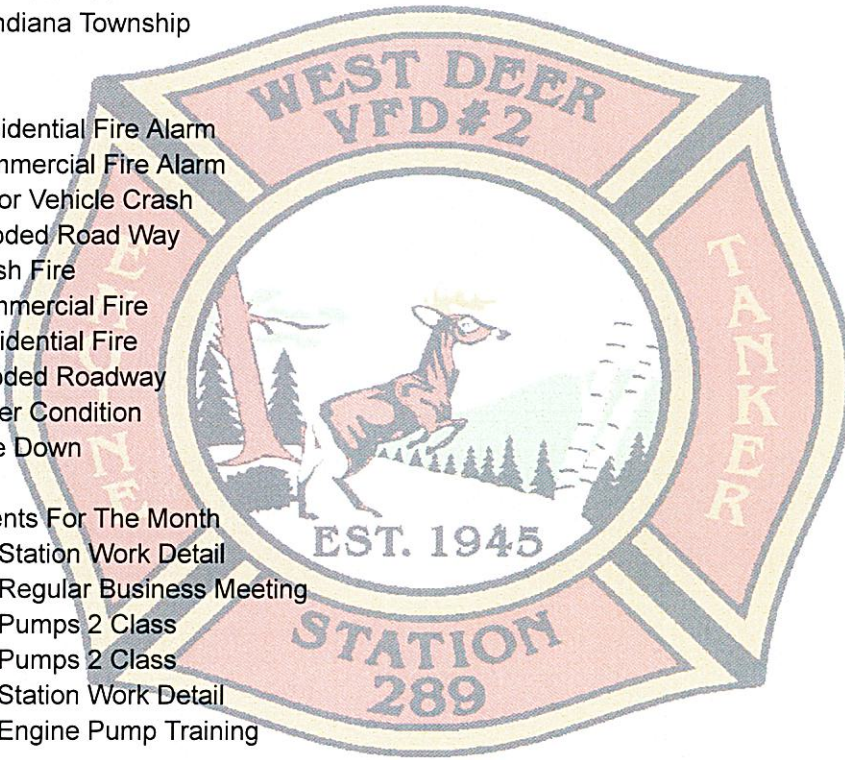
Station 289

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

May 2024

- Total Documented Calls For The Month
 - (25) Total Calls
 - (24) In West Deer
 - (1) In Indiana Township
- Type
 - (4) Residential Fire Alarm
 - (4) Commercial Fire Alarm
 - (6) Motor Vehicle Crash
 - (2) Flooded Road Way
 - (1) Brush Fire
 - (2) Commercial Fire
 - (1) Residential Fire
 - (2) Flooded Roadway
 - (1) Water Condition
 - (2) Wire Down
- Scheduled Events For The Month
 - 5/6 Station Work Detail
 - 5/9 Regular Business Meeting
 - 5/14 Pumps 2 Class
 - 5/19 Pumps 2 Class
 - 5/21 Station Work Detail
 - 5/28 Engine Pump Training
- Miscellaneous Reporting
 - Rescue Engine back at Keystone Fire Apparatus for punch list items
 - New garage door ordered for rear garage
 - Ordered 25 traffic cones, collapsable road closed, flooded road ahead and emergency scene ahead signs for I.S.U trailer
 - Donated police car, UTV and I.S.U trailer have been lettered by J&E
 - Added 1 new member
 - Looking to add 5-10k in non LODD life insurance for all active and life members
 - 1 member will be finishing up their interior firefighter this month
 - Made our yearly Tanker payment of 31,980.00



Anthony M Creaturo Sr.
Fire Chief
WDVFD # 2

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WEST DEER #3 VFC REPORT

ATTACHED IS THE WEST DEER #3 VFC REPORTS FOR MARCH & APRIL.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?

West Deer Twp. VFC # 3

FIRE CHIEF'S REPORT

May 2024

Call Report for April total calls - 100

51 - QRS Calls

49 - Fire Calls

2 - Commercial Structure Fire

6 - Commercial Fire Alarm

1 - Residential Structure Fire

7 - Residential Fire Alarm

6 - MVC

3 - MVC w/ entrapment

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

3 - Natural Gas

1 - Brush Fire

1 - Landing Zone

11 - Flooding Condition

2 - EMS Assist

1 - Physical Rescue

27 - West Deer

16 - Richland

5 - Hampton

1 - Indiana

33 - 0500-1700

16 - 1700-0500

- Equipment/truck checklists – Need completed

Upcoming events:

- 5/14 – Training

- 5/16 – Curtisville Safety Day

- 5/21 – Training

- 5/28 – Work Detail

- 2 new recruits passed Mod 3 at ACFA

- 1 new recruit started Mod 4 at BCCC

- 1 new recruit passed Rope 1

- 3 Firefighters passed BVR

- PPE inspections and SCBA donning need completed

- Installed 12 smoke detectors in 3 homes, Changed smoke detector batteries in 2 homes

- 4/15/2024 Fire Company was called to assist EMS with extrication due to hoarding conditions. 4120 Rickenbach Road house deemed unsafe by FD, building was posted with signs and referred to Twp. Code Enforcement

- Closed Route 910 near Kress Tire twice during flooding

- Working with West Deer EMA to correct Emergency Response Plans for Olympus Leto Gas Well and Deer Creek Interconnect

Respectfully submitted by:

Josh Wiegand, Fire Chief

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

Call Report for March total calls - 81

60 - QRS Calls

21 - Fire Calls

0 - Commercial Structure Fire

6 - Commercial Fire Alarm

1 - Residential Structure Fire

0 - Residential Fire Alarm

5 - MVC

2 - MVC w/ entrapment

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

3 - Natural Gas

1 - Brush Fire

1 - CO Incidents

1 - False Call

9 - West Deer

10 - Richland

2 - Hampton

12 - 0500-1700

9 - 1700-0500

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

Upcoming events:

- 4/9 – Training (Annual Hazmat Operations Refresher)

- 4/16 – Training (PTSD Awareness)

- 4/23 – Work Detail

- 4/30 – 3 Company Training

- 4 new recruits passed Mod 2 and 3 started Mod 3 at ACFA

- Replaced 4 gas meter in Engine

- 9 Sets of gear purchased from 3 Rivers Fire Equipment \$32,534.10

- Installed smoke detectors and CO detectors in 3 homes, Changed smoke detector batteries in 1 home

- Accepted grant award of \$750,000 for station renovations from US Department of Agriculture

- Hosted a Golf Bash March 1st

Respectfully submitted by:

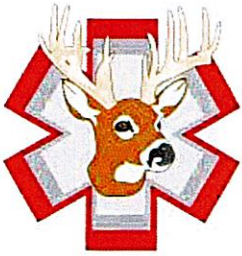
Josh Wiegand, Fire Chief

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WEST DEER EMS REPORT

ATTACHED IS THE WEST DEER EMS REPORT.

ARE THERE ANY QUESTIONS REGARDING THE REPORT?



WEST DEER EMERGENCY MEDICAL SERVICE, INC.

101 East Union Road • Cheswick, PA 15024

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

Fax: (724) 265-0003

www.westdeerems.com



May 8, 2024

West Deer EMS April 2024 Report

- Totals requests for service was 254 for the month of March
- Income for April was \$61,665. Expenses totaled \$80,118.
- The next new ambulance is still on track to be delivered in late summer or early fall 2024.
- Patient billing and reimbursement income has been lower than expected the last two months due to a cyber-attack on a third party company that is used by billing companies to submit to the insurance companies. We have been down about 30%. They are hoping that everything should return to normal in May with anything outstanding being submitted and sent.
- We had additional planning meetings with No Offseason Sports regarding their concert venue. We will be handling all aspects of medical response/standby during the events while maintaining normal coverage for the residents while the events are active.
- With the weather starting to break, I'm going to have to sit down with Mr. Mater and discuss options to repair our roof. The last couple of rainstorms have proven how many leaks are present over the office and training area. We have still been unable to get in contact with the company that repaired our roof in the fall of 2021 for follow up on their 6 year warranty we were given.
- Our subscription packet for the 2024-2025 subscription year will be mailed to the residents by the second week of June. We are doing final editing to the brochure and making sure all addresses are current.
- Please let me know if you would like to see anything additional in our monthly report.

Respectfully

William P. Humes

William Humes
Executive Director

17

ADOPTION: ORDINANCE NO. 458 (OLYMPUS OIL & GAS LEASE)

ORDINANCE NO. 458

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 PARCEL BISECTING THE PUBLIC RIGHT-OF-WAY KNOWN AS MONIER ROAD AND IDENTIFIED AS BLOCK AND LOT NO. 1669-C-88, CONSISTING OF 0.449 ACRES IN AREA, TO OLYMPUS ENERGY, LLC

ARE THERE ANY QUESTIONS REGARDING THE ORDINANCE?

DO I HAVE A MOTION TO ADOPT THIS ORDINANCE?

	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. 458

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 PARCEL BISECTING THE PUBLIC RIGHT-OF-WAY KNOWN AS MONIER ROAD AND IDENTIFIED AS BLOCK AND LOT NO. 1669-C-88, CONSISTING OF 0.449 ACRES IN AREA, TO OLYMPUS ENERGY, LLC

WHEREAS, the Township of West Deer is the owner of oil and gas rights associated with a parcel bisecting the public right-of-way known as Monier Road ("the Property") and identified as Block and Lot No. 1669-C-88 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 Olympus Energy, 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 Olympus Energy, 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 15th DAY OF MAY, 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 15 May 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 15th day of May 2024.

[SEAL]

By:

Daniel Mator
Township Manager

OIL AND GAS LEASE

NON-SURFACE PAID-UP

THIS OIL AND GAS LEASE ("Lease") is made and entered into this 15th day of May, 2024, by and between Township of West Deer (whether one or more, "LESSOR") whose address is 109 East Union Road, Cheswick, PA 15076, and Olympus Energy LLC, a Delaware limited liability company ("LESSEE"), with offices at 501 Technology Drive, Suite 1200, Canonsburg, PA 15317. LESSOR and LESSEE are each referred to herein as "Party" and collectively as "Parties."

1. **GRANTING CLAUSE:** LESSOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, set forth in the Confidential Pay Letter labeled Exhibit A that is attached hereto and made a part hereof and described herein, paid and to be 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, coal bed methane gas, coal bed 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, mineral, 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); and the right to conduct secondary or tertiary recovery operations by injecting gas, water and other fluids or air into subsurface strata.

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.

2. **DESCRIPTION OF THE LEASED LANDS:** The lands covered by the Lease are situate in West Deer Township, Allegheny County, Commonwealth of Pennsylvania, known as Tax Parcel Number(s) 1669-C-00088-0000-00, containing .449 acres, more or less, and including all adjacent or contiguous lands including accretions, small strips or parcels of land now or hereafter 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 3951, Page 709, recorded in the Allegheny County Recorder of Deeds Office (the "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 May 15, 2024 (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" shall also include 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. **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 Five (5) years, which will serve to extend the Primary Term of this Lease to a total of Ten (10) years. LESSEE shall exercise such option by tendering to LESSOR a payment in the amount of Five Thousand Dollars (\$5000) per net acre. Such option may be exercised by LESSEE at any time prior to the end of the original Five (5) 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.

5. **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.

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

(A) For Oil and Gas and other hydrocarbons produced with gas removed and recovered from the surface to 650 feet above the top of the Tully Limestone formation, to pay LESSOR, as royalty for the oil and gas, saved and sold from the Leased Premises, Twelve and One Half percent (12.5%) of the net amount realized by LESSEE for the sale and delivery of such Oil and Gas. The time and method of marketing oil and/or gas from any well on the Leased Premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the LESSEE. Payment of royalty for Oil and 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/hydrocarbons ownership.

(B) For Oil and Gas and other hydrocarbons produced with gas, removed and recovered from 650 feet above the Tully Limestone formation to the center of the earth, to pay LESSOR, as royalty for the oil and 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 Oil and Gas. The time and method of marketing oil and/or gas from any well on the Leased Premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the LESSEE. Payment of royalty for Oil and 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/hydrocarbon 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, including any costs charged by any affiliated company, 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.

- (D) If during the Primary Term, or at any time or times thereafter, there is a well or wells on the Leased Premises, or on lands with which the Leased Premises or any portion thereof has been pooled, unitized and/or combined capable of producing oil, gas or their constituents, and the production therefrom is interrupted and not marketed for a period of One Hundred Eighty (180) days, and there is no other producing well on the Leased Premises, or on lands with which the Leased Premises or any portion thereof has been pooled, unitized and/or combined, this Lease shall continue in force as though operations were being conducted on the Leased Premises or oil, gas or their constituents produced therefrom for so long as said well or wells are shut-in, and thereafter as if no shut-in had occurred, provided that LESSEE before or within Ten (10) days after the expiration of the One Hundred Eighty (180) day period of shut-in, pays or tenders as royalty for constructive production, a Shut-In Royalty of Twenty Five Dollars (\$25.00) per net mineral acre covered hereby annually for so long as such well or wells are shut-in. LESSEE shall make like payments or tenders at or before the annual anniversary of the shut-in of the well or wells if, upon such annual 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 party or 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. During Shut-In, LESSEE shall have the right to re-work, stimulate or deepen any well or wells, or drill a new well or wells on the Leased Premises or on lands pooled, unitized or combined with the Leased Premises in an effort to re-establish production from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leased Premises or on lands with which the Leased Premises or any portion thereof has been pooled, unitized or combined is interrupted for a period of less than One Hundred Eighty (180) days, this Lease shall remain in full force and effect without payment of royalty or Shut-In Royalty.

7. **ADDRESS FOR PAYMENTS / CHANGE OF OWNERSHIP:** LESSEE shall make or tender all payments due hereunder by check and/or direct deposit, payable to the record owner of the Oil & Gas at the LESSOR's address provided on Page One (1) of this Lease. Regardless of any actual or constructive notice thereof, no change in address and/or Leased Premises, Oil & Gas or Lease ownership, or any interest therein, whether resulting from sale, transfer, inheritance, or otherwise, shall impose any additional burden on LESSEE or be binding on LESSEE to make any payments hereunder unless and until, at least Thirty (30) business days before any such payment is due, LESSEE shall have been furnished with certified copies of a recorded instrument(s) or judgment(s) evidencing such change in ownership and/or written notice of change in address.

8. **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. In the event LESSEE becomes aware of any adverse claim in the Leased Premises affecting LESSOR's interest in all or any part of the royalties, shut-in royalty payment and/or all other payments provided for, LESSEE may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as LESSOR's ownership is finally determined by either agreement of the relevant parties or by Court Order of a court of competent jurisdiction, and to this end LESSEE may file a petition for interpleader.

9. **CESSATION OF OPERATIONS OR PRODUCTION / CONTINUOUS OPERATIONS:** If, after the expiration of the Primary Term prior to discovery and production of Oil and Gas on the Leased Premises or on acreage unitized or pooled therewith, LESSEE drills a dry hole or holes thereon, or if after discovery and production of Oil and Gas, the production should cease from any cause, this Lease shall not terminate if LESSEE commences operations for drilling, reworking or completion within One Hundred Twenty (120) days thereafter. 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 operations as defined in Paragraph 3 of the Lease, or is otherwise engaged in drilling, reworking or completion operations thereon, this Lease shall remain in full force and effect so long as 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 said Leased Premises or from acreage unitized or pooled therewith.

10. **POOLING AND UNITIZATION:** LESSOR grants to LESSEE the right and option, at any time and/or from time to time as deemed necessary or advisable by LESSEE, to pool, unitize, or consolidate all or any part of the Leased Premises or all or any strata thereunder with other land(s), lease(s) or interest(s), whether owned by or leased to LESSEE or owned by or leased to others, to form pooled unit(s) or unit(s) for the purpose of drilling a well or wells thereon. LESSEE is granted the right and option, at any time and/or from time to time, either before or after the commencement of operations and/or production, to change the size, shape and conditions of operations or payment of any unit(s) created. LESSOR agrees to accept and receive out of the production or revenue realized from production of such unit(s), such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit(s) bears to the total number of acres in the unit(s). Otherwise, the drilling operations in preparation for drilling, production from or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leased Premises.

11. **ASSIGNMENT RIGHTS:** 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 LESSEE assigns and transfers its interest hereunder, in whole or in part, the assignor LESSEE shall have no further obligations to LESSOR with respect to the transferred interest, and the failure of the assignee LESSEE to satisfy any obligation with respect to the transferred interest shall not affect the rights of the assignor LESSEE.

12. **PAYOFF LIENS AND SUBORDINATION(S):** LESSOR 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 claim, tax, judgment, lien, mortgage or any other encumbrance (collectively, "Encumbrance") against LESSOR's interest in the Leased Premises and upon any such payment to become subrogated to the rights of such claimant, taxing authority, judgment holder, lien holder, mortgagor or any other encumbrance holder, and the right to deduct amounts so paid, including any and all associated expenses therewith, from all royalties or other payments payable or which may become payable to LESSOR and/or LESSOR's assigns under this Lease (the "Amounts Payable"). To that end, if the Amounts Payable under this Lease are insufficient to payoff and satisfy any Encumbrance against LESSOR's interest, LESSEE, in its sole discretion, may hold the Amounts Payable in a non-interest bearing account until such time as the Amounts Payable are sufficient to payoff and satisfy such Encumbrance. LESSOR further agrees to sign such additional documents and assist in obtaining any payoff amounts or record satisfactions as may reasonably be requested by

LESSEE and that the failure of LESSOR to cooperate with LESSEE in such matters may result in the further and continued suspension of the Amounts Payable. If all or any part of the Leased Premises is now or hereafter mortgaged, LESSOR hereby consents to the subordination of any such mortgage(s) to this Lease, and agrees to promptly execute any recordable subordination, non-disturbance or similar agreement and any recordable assignment of royalties and rentals as payable under this Lease to the owner of such mortgage(s), upon request of LESSEE.

13. **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.

14. **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.

15. **WARRANTY:** LESSOR warrants that LESSOR is unaware of any valid oil and gas lease or storage lease affecting the Leased Premises and that LESSOR is not receiving any bonus, delay rental, royalty, shut-in royalty or gas storage payments as a result of any prior oil and gas lease affecting the Leased Premises. LESSOR further warrants 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 part of the Leased Premises. 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 cooperate with and assist, as required, LESSEE in curing any clouds on title and sign such additional documents as may be reasonably requested by LESSEE to perfect LESSEE's title to the Oil and Gas leased herein. In the event that LESSOR refuses or fails to fully cooperate with LESSEE in such matters and if LESSEE's title to the Oil and Gas leased herein is disputable or at risk to any degree, LESSEE, in its sole discretion, may suspend the Amounts Payable, which will be held in a non-interest bearing account, unless and until such time as LESSEE's title to the Oil and Gas leased herein has been perfected, without duty or obligation on the part of LESSEE to pay any amounts and/or make any efforts to resolve such cloud on title.

16. **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).

17. **RIGHT OF FIRST REFUSAL:** In the event LESSOR, during the term of this Lease or within one (1) year of the termination of the same, receives a bona-fide offer which LESSOR is willing to accept from any party offering to pay LESSOR for either an oil and gas lease covering all or a portion of the Leased Premises or for a purchase covering all or any royalties or any or all of the Oil and Gas associated with 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 Thirty (30) days after receipt of the notice by certified return receipt mail, shall have the prior and preferred right and option to acquire said lease or purchase from LESSOR said royalties or Oil and Gas at the price and according to the terms and conditions specified in the offer. If LESSEE does not respond within said Thirty (30) day notice period, it will be deemed that LESSEE waives its rights with regard to such offer.

18. **BREACH OR DEFAULT / 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, unless LESSEE has provided written notice to LESSOR of an alternative address.

19. **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 LESSOR at any time challenges the validity of the Lease, either through written notice to LESSEE or otherwise, or 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 Ninety (90) days from the resolution of the dispute or entry of the final, non-appealable judgment.

20. **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.

21. **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. This Lease shall be binding on only those parties who are signatories hereto.

22. **ATTACHMENTS:** This Lease is further subject to the additional terms and conditions as detailed on the Addendum to Oil and Gas Lease and Exhibit A, which are attached hereto and made a part hereof.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, LESSOR has set LESSOR's hand(s) to this Lease as of the date above written to be effective as of such date unless indicated herewith an alternative effective date. Signed and acknowledged in the present of:

Alternative Effective Date:

LESSOR: Township of West Deer

Daniel Mator, It's Township Manager

Beverly Jordan, It's Chairperson of the Board of Supervisors

LESSEE: OLYMPUS ENERGY LLC

By: _____
Christopher D. Powell
Vice President of Land and Business Development

ACKNOWLEDGEMENT

**FORM OF ACKNOWLEDGMENT BY ANY PUBLIC OFFICER
OR DEPUTY THEREOF OR BY ANY TRUSTEE, ADMINISTRATOR, GUARDIAN OR EXECUTOR**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the ____ day of May, 2024, before me, _____, the undersigned officer, personally appeared Daniel Mator, Township Manager of West Deer Township, Allegheny County, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she/he executed the same in the capacity therein stated and for the purposes therein contained.

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

Notary Public

**FORM OF ACKNOWLEDGMENT BY ANY PUBLIC OFFICER
OR DEPUTY THEREOF OR BY ANY TRUSTEE, ADMINISTRATOR, GUARDIAN OR EXECUTOR**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the ____ day of May, 2024, before me, _____, the undersigned officer, personally appeared Beverly Jordan, Chairperson of the Board of Supervisors of West Deer Township, Allegheny County, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she/he executed the same in the capacity therein stated and for the purposes therein contained.

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

Notary Public

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON

)
) SS:
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On this the ____ day of _____, 2024, before me, a Notary Public, personally appeared Christopher D. Powell, who acknowledged himself to be the Vice President of Land and Business Development of Olympus Energy LLC, a limited liability company, and that he as such Vice President, being authorized to do so, executed the foregoing Oil and Gas Lease for the purposes therein contained by signing the name of the limited liability company by himself as Vice President.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
[NOTARIAL SEAL]

ADDENDUM TO OIL AND GAS LEASE

THIS ADDENDUM TO OIL AND GAS LEASE is attached to and by reference made a part of that certain Oil and Gas Lease dated May 15, 2024, made and entered into by and between Township of West Deer, as LESSOR, and Olympus Energy LLC, as LESSEE. Should there be any inconsistency between the terms and conditions set forth in the main body of the Lease and the terms and conditions specified in this Addendum, the provisions of this Addendum shall prevail and supersede the inconsistent provisions of the main body of the lease.

DEPTH SEVERANCE: Notwithstanding any provision hereof, LESSOR excepts and reserves all of the oil and gas within the underlying Leased Premises from the surface to a depth of 650 feet above the top of the Tully Limestone formation.

Non-surface Lease: Notwithstanding anything to the contrary in the Lease or this Addendum, this is a NON-SURFACE DEVELOPMENT OIL AND GAS LEASE. No well shall be drilled on Lessor's property, nor shall Lessee enter upon the Leased Premises, store anything upon the Leased Premises, or install any item whatsoever on the Leased Premises, including but not limited to tanks, equipment, electric powerlines, telephone lines, water lines, impoundments or ponds, pipelines of any nature, compression and collection facilities, or roads and/or structures for the production of oil and gas. The within Lease is being granted for the purpose of permitting Lessee to unitize the Leased Premises with other properties, which other properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional or horizontal), drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

Water Use: Absent the prior written consent of Lessor, Lessee shall not use any water from ponds, creeks, streams, springs or subsurface aquifers located on the Leased Premises.

No Gas Storage: Lessee is not granted any right to use the Leased Premises, or any portion thereof, for the purpose of storing natural gas.

No Disposal Wells: Lessee is not granted any right whatsoever to use the Leased Premises or any portion thereof, for the construction of any disposal well, injection well, or the construction of a water disposal facility.

No Other Minerals: This Lease shall cover only oil and gas, coal bed methane and related hydrocarbons and related constituents that may be produced through the well bore; and all other minerals, including, but not limited to lignite coal, uranium, sulfur, gravel, copper and metallic ores are not included in this Lease. It is nonetheless expressly agreed and acknowledged that this Lease includes all oil, gas and other hydrocarbons and constituents thereof produced from any and all mineral formations, including all shale formations, below 650 feet above the top of the Tully Limestone formation.

Audit: Lessee further grants to Lessor the right annually to audit Lessee's accounts and records pertaining to the Leased Premises and all production related thereto. In exercising this right, Lessor shall give at least ten (10) days written notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the offices of Lessee. Lessee shall bear no portion of the Lessor's audit cost incurred for said audit. The audit shall not be conducted more than once each calendar year without the prior approval of Lessee.

Warranty of Title: It is understood that Lessor warrants title to the Leased Premises only in respect that the title to the surface and oil and gas is valid to the best of the Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. Notwithstanding the foregoing, Lessor does represent and warrant that Lessor is not aware of any valid prior oil and gas leases affecting the Leased Premises and warrants and covenants to Lessee that it is not currently receiving any bonus, rental, production royalty, gas storage payments, or shut-in royalty as a result of any prior oil and gas lease covering any or all of the lands comprising the Leased Premises. Lessor further warrants and covenants that to the best of Lessor's knowledge there have been no oil and gas wells drilled upon the Leased Premises or upon any lands with which the Leased Premises have been combined in a drilling or production unit.

Compliance with Laws: All drilling operations of Lessee on the Leased Premises shall be conducted in accordance with all applicable governmental regulations.

INDEMNIFY AND HOLD HARMLESS: Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, claim or expense, including reasonable attorney's fees, and 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 on other properties unitized therewith, 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 or on other properties unitized therewith, except to the extent any such damage or injury is caused by Lessor's negligence.

Water Quality Testing: Lessee shall sample and test Lessor's current domestic water supply prior to the drilling of any well within 2,500 feet of Lessor's current domestic water supply source on the Leased Premises. Further, Lessee shall, after six (6) months but no later than one (1) year following the completion of drilling operations within 2,500 feet of said domestic water supply, again test Lessor's domestic water supply in order to ensure that the same is not adversely affected by such drilling operations. Additionally, should Lessor experience a material adverse change in the quality of Lessor's water supply, during drilling operations within 2,500 feet aforesaid, or within one (1) year after completion of the same; Lessee shall, at its sole expense, within 48 hours of Lessor's written request, sample and test Lessor's water supply. In the event that it is determined that said drilling operations have materially affected said water supply, then Lessee, at its own expense, shall take all steps necessary to return said water supply as near as reasonably possible to pre-drilling conditions or failing that to replace Lessor's domestic water supply with a source of substantially similar quality.

Shut-in Limitations. The shut-in status of any well upon the lands pooled or unitized with the Leased Premises shall last no longer than Three (3) consecutive years. Notwithstanding anything to the contrary in the Lease, during any shut-in, an annual royalty of Twenty-five dollars (\$25) per acre shall be paid to Lessor, payable upon shut-in.

Notice of Assignment: At such time that Lessee may assign this Lease to an unrelated third party, Lessee shall provide written notice of the same to Lessor which notice shall include the name and address of the Assignee. Lessee shall not be required to provide such notice in the event of a partial assignment of the Lease. Failure to provide any such notices shall not be considered a material breach of the Lease.

Release Lease: Upon the termination, expiration or surrender of this Lease in whole or in part, Lessee shall, after receipt of the written request of Lessor, provide Lessor with an appropriate release of lease in recordable form.

Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that, in the event that a horizontal well bore should penetrate the earth under the Leased Premises, then in such case, all of the Leased Premises will be included in any pools or units, relative to such horizontal well bore, subject only to geological hazards such as faults, which would prohibit such inclusion or make the same economically unfeasible.

Operations: For purposes of the Lease "operations" or "operated" shall be defined as any one or more of the following: (i) actual commencement of the drilling or either the top-hole or the lateral portion, as the case may be, of any well upon the premises unitized with the Leased Premises; and (ii) Testing, completing, fracturing or stimulating of a well, reworking, recompleting, deepening, plugging back or repair of a well in search for or with the intention of obtaining production of oil and gas, whether or not ultimately said compounds are produced in paying quantities.

No right of First Refusal: Section 17 of the Lease is hereby deleted in its entirety.

Lessee shall pay to Lessor a royalty equal to Eighteen (18%) percent of the gross proceeds received by Lessee for Oil or Gas produced and marketed from the Leased Premises without any Deductions. 'Deductions' shall mean Lessor's share of any reasonable costs incurred or allocated between the wellhead and the point of sale, including: (a) 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; and (b) all costs of heating, treating, sweetening, gathering, separating (other than condensate separated at the well), dehydrating, compressing, metering, processing, manufacturing, transporting and trucking (from and after the wellhead to the point of sale), marketing, and blending, and the sales charges, commissions and fees paid to third parties (whether or not affiliated with Lessee).

POOLING and UNITIZATION: Units pooled for gas shall not exceed a total of one thousand two hundred eighty (1,280) acres each in area, unless any governmental entity having jurisdiction prescribes or permits the creation of units larger than those specified, for the drilling or operation of a well to be drilled, drilling or already drilled in which case the unit may be as large as permitted.

LESSOR: Township of West Deer

Daniel Mator, It's Township Manager

Beverly Jordan, It's Chairperson of the Board of Supervisors

LESSEE: OLYMPUS ENERGY LLC

By: _____
Christopher D. Powell
Vice President of Land and Business Development

**EXHIBIT A
CONFIDENTIAL PAY LETTER**

Thank you for tendering the attached Oil and Gas Lease (the "Lease") to Olympus Energy LLC ("LESSEE").

LESSEE pays an initial One Dollar (\$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 LESSEE's representative completes a title review at the courthouse of the county in which your land is located, the Lease is submitted to LESSEE's management for approval.

The Lease is reviewed to ensure that the proper person(s) ("LESSOR(S)") have appropriately executed the Lease, that the oil, gas and coal bed methane rights are intact and owned by LESSOR, the lands covered by the Lease (the "Leased Premises") remain desirable to LESSEE, and to determine the status of any other oil and gas 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 Lease Premises to LESSEE for processing and approval.

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

LESSEE hereby agrees to pay the following oil, gas and coal bed methane owner(s) the amount set forth below, SUBJECT TO: 1) review and approval of title, and 2) LESSEE's management approval.

ONE DOLLAR (\$1.00) CONSIDERATION PAID TO AND ACKNOWLEDGED BY LESSOR(S) UPON EXECUTION AND PAYMENT OF Two Thousand Two Hundred Forty Five DOLLARS (\$2,245.00) FLAT, TO BE ISSUED ON OR BEFORE Ninety (90) BUSINESS DAYS FROM THE EXECUTION DATE OF THIS LEASE BY ALL LESSOR(S). IN THE EVENT THAT LESSEE DOES NOT ACCEPT THIS LEASE BY THE Ninety (90)TH BUSINESS DAY FROM EXECUTION BY ALL LESSOR(S), THE LEASE IS NOT ACCEPTED AND SHALL NOT BE BINDING ON LESSOR(S), AND LESSEE SHALL HAVE NO OBLIGATION TO PAY THE AFORESAID AMOUNT, AND THIS LEASE WILL BE NULL AND VOID AND RETURNED TO LESSOR(S).

LEASE EXECUTION DATE: May 15, 2024

LEASE PAYMENT DATE ON OR BEFORE: Ninety (90) business days from the Lease Execution date of the last Lessor signing or the effective date, whichever is the later date.

LANDMAN: John Hodson

LESSOR: Township of West Deer

Daniel Mator, It's Township Manager

Beverly Jordan, It's Chairperson of the Board of Supervisors

LESSEE: OLYMPUS ENERGY LLC

By: _____
Christopher D. Powell
Vice President of Land and Business Development

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), is dated this 15th day of May, 2024, by and between Township of West Deer (hereinafter "Lessor"), whose address is PO Box 2 Russellton, PA 15076, and Olympus Energy LLC, with offices at 501 Technology Drive, Suite 1200, Canonsburg, PA 15317 (hereinafter "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 and Gas Lease between Lessor and Lessee dated May 15, 2024, and commencing May 15, 2024, (hereinafter "Lease") Lessor 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) 1669-C-00088-0000-00 containing .449 acres, more or less, and being the property described in Deed Book 3951, Page 709 of the Allegheny County Record of Deeds (hereinafter "Leased Premises").

2. TO HAVE AND TO HOLD the Leased Premises for a term of Five (5) years thereafter from the commencement date (hereinafter "Primary Term"), which term may be extended for a Five (5) year term after the expiration of the initial Primary Term, said lease extension period expiring the 15th day of May, 2034, and so much longer thereafter as oil, gas or coal bed methane gas or their constituents are produced or are capable of being produced on the Leased Premises in paying quantities, or as the Leased Premises shall be operated by Lessee in the search for oil, gas or coal bed 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 now exists or may hereafter be in force and effect.

6. The 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. The Lease shall be binding on all those who are signatories thereto.

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have hereunder set their hands and seals.

LESSOR: Township of West Deer

Daniel Mator, It's Township Manager

Beverly Jordan, It's Chairperson of the Board of Supervisors

LESSEE: OLYMPUS ENERGY LLC

By: _____
Christopher D. Powell
Vice President of Land and Business Development

**FORM OF ACKNOWLEDGMENT BY ANY PUBLIC OFFICER
OR DEPUTY THEREOF OR BY ANY TRUSTEE, ADMINISTRATOR, GUARDIAN OR EXECUTOR**

Notary Public

Notary Public

V.2023.05.10

18

APPROVAL: PETITION FOR COMPROMISE OF DELINQUENT TAXES

THE BOARD RECEIVED THE ATTACHED LETTER REQUESTING THE COMPROMISE OF DELINQUENT TAXES FOR PROPERTY LOCATED AT 47 GIRDWOOD LANE (BLOCK AND LOT # 1835-A-133).

MR. ROBB...

ARE THERE ANY QUESTIONS REGARDING THE PETITION?

DO I HAVE A MOTION TO APPROVE THE PETITION FOR COMPROMISE OF DELINQUENT TAXES FOR PROPERTY LOCATED AT GIRDWOOD LANE (BLOCK AND LOT NO. 1835-A-133), SUBJECT TO COURT APPROVAL?

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

Margaret C. Abersold
Attorney at Law
200 Hickory Lane
Valencia, PA 16059

Fax: (724) 898-3616

Phone: (724) 898-3560

April 25, 2024

ATTN: GAVIN A. ROBB, ESQ.

Tucker Arensberg, PC
1 PPG Place #1500
Pittsburgh, PA 15222

Re: Compromise of Delinquent taxes/tax liens (**Lot & Block 1835-A-133**)
Property: 47 Girdwood Lane (Vacant Land), West Deer Township,
Alymer H. Girdwood, Jr. (*Deceased*) and Naomi J. Girdwood (*Deceased*)

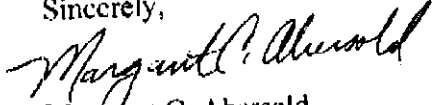
Dear Attorney Robb:

This letter follows our telephone conversation of March 27, 2024, whereby you informed me that West Deer Township has agreed to the Estate of Naomi J. Girdwood, deceased, Administrators' proposed amount of \$52.15 to resolve all unpaid real estate tax liens, including penalties, interest and collection costs on the above-referenced property. Attorney Vincent is still awaiting the school district's decision.

Pursuant to your request for a *draft* of Defendant's Uncontested Petition to Exonerate Real Estate Tax Liens, enclosed please find the same for review and your presentment to the West Deer Township Board.

If you have any questions, please contact me. Also, kindly provide me with your email address.

Sincerely,


Margaret C. Abersold

Faxed to 412-594-5619 on 4-25-2024

cc Jessica Husarik and Erin Williams, Co-Administrators

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

DEER LAKES SCHOOL DISTRICT,
WEST DEER TOWNSHIP, and
ALLEGHENY COUNTY,

CIVIL DIVISION

GD _____

Plaintiffs,

vs.

AYLMER H. GIRDWOOD, JR. and
NAOMI J. GIRDWOOD, his wife,
BY JESSICA R. HUSARIK and ERIN E. WILLIAMS,
ADMINISTRATRIXES FOR THE
ESTATE OF NAOMI J. GIRDWOOD, deceased

Defendants.

DEFENDANTS' UNCONTESTED PETITION TO EXONERATE REAL ESTATE TAX
LIENS

Defendants, Aylmer H. Girdwood, Jr. (Deceased) and Naomi J. Girdwood (Deceased), his wife, by Jessica R. Husarik and Erin E. Williams, Administratrixes for the Estate of Naomi J. Girdwood, by and through their undersigned counsel, file the following Defendants' Uncontested Petition to Exonerate Real Estate Tax Liens, and in support thereof, sets forth as follows:

1. Defendants, Aylmer H. Girdwood, Jr. and Naomi J. Girdwood, his wife, are the listed owners of property consisting of vacant land located at Parcel ID: 1835-A-00133-00 (West Deer Township), 47 Girdwood Lane, Gibsonia, PA 15044 (hereinafter "Property"). The vacant land is less than one acre and is a non-buildable lot.
2. Aylmer H. Girdwood, Jr. became deceased on August 31, 2004, thereby vesting fee simple interest in Parcel ID: 1835-A-133, to his wife, Naomi J. Girdwood, by operation of law, the surviving tenant by the entirety.
3. Naomi J. Girdwood became deceased on December 28, 2011.
4. Jessica R. Husarik and Erin E. Williams qualified as Administratrixes by Letters of Administration D.B.N.C.T. A. on September 21, 2023, by the Register of Wills of Butler County, Pennsylvania as the named and acting Executor, Aylmer H. Girdwood,

III, under the Last Will and Testament of Naomi J. Girdwood died on February 14, 2022.

5. Defendant, the Estate of Naomi J. Girdwood, is negotiating on behalf of the Estate and Aylmer H. Girdwood, Jr. and Naomi J. Girdwood, individually, an agreement for the sale of the Property *which is less than one acre and a non-buildable vacant lot* to Harry C. Williams and Erin E. Williams, his wife (hereinafter "Buyer"), their heirs and/or assigns, for the purchase price of three thousand dollars (\$3,000.00) (*valuation arrived pursuant to a tax appeal resulting in a negotiated valuation at the Board of View hearing with Allegheny County Solicitor*) of which the amount of \$ 1,016.77, after Estate expenses, will be used for payment of all prior unpaid back tax liens. Erin E. Williams is also a Co-Administratrix and beneficiary of the Estate of Naomi J. Girdwood. The sale is contingent on the exoneration of all prior unpaid back tax liens, including penalties, interest and collection costs on the property as well as Court approval from the Orphan's Court of Butler County, Pennsylvania.
6. John M. Daley, Esquire, Counsel for Allegheny County represents the interests of Allegheny County, Christopher E. Vincent, Esquire is counsel for the school district and represents the interests of Deer Lakes Area School District, Gavin A. Robb, Esquire, is counsel for the township and represents the interests of West Deer Township, and Margaret C. Abersold, Esquire represents the interests of the Estate of Naomi J. Girdwood (hereinafter the "Parties").
7. As of December 31, 2023, the Property was subject to unpaid tax liens in the amount of \$ 4,563.64 owed to Allegheny County, \$679.27 owed to West Deer Township, and \$17,700.86 owed to the Deer Lakes School District.
8. As part of the negotiations for the sale of the Property, the Parties have agreed to accept a reduction in the amount of the tax liens owed from the proceeds of the sale.
9. The Parties will receive the following distribution:
 - a. \$ 157.26 payable to Allegheny County;
 - b. \$ 52.15 payable to West Deer Township; and
 - c. \$ 807.36 payable to Deer Lakes School District.

10. The Parties have agreed to exonerate all prior unpaid tax liens and tax judgments retroactively up to and including tax year 2023, including penalties, interest and collection costs, in exchange for the above proceeds from the sale to Buyer.
11. The requested relief will enable the property to be put back on the tax books and enable the taxing authorities to collect real estate taxes imposed on the property from the time of closing into the future.
12. The requested relief will also enable estate administration for this insolvent estate to be finalized.
13. Counsel for the township has advised he has no objection.
14. Counsel for the school district advised _____.
15. Counsel for the County verbally indicated that the County does not object, nor consents, to the within Petition since the municipality and school district have _____.

WHEREFORE, Defendants, Aylmer H. Girdwood, Jr. and Naomi J. Girdwood, his wife, by Jessica R. Husarik and Erin E. Williams, Administratrixes for the Estate of Naomi J. Girdwood, request that this Honorable Court grant Defendants' Uncontested Petition to Exonerate Real Estate Tax Liens as agreed to and set forth above bearing Lot and Block number 1835-A-133 and direct the Allegheny County Department of Court Records to revise its records to reflect the same.

Respectfully Submitted:

Margaret C. Abersold, Esquire
200 Hickory Lane
Valencia, PA 16059
PA ID: 61695
Phone: 724-898-3560
Fax: 724-898-3616
Counsel for the Defendants

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

DEER LAKES SCHOOL DISTRICT,
WEST DEER TOWNSHIP, and
ALLEGHENY COUNTY.

CIVIL DIVISION

GD _____

Plaintiffs,

vs.

AYLMER H. GIRDWOOD, JR. and
NAOMI J. GIRDWOOD, his wife,
BY JESSICA HUSARIK and ERIN WILLIAMS,
ADMINISTRATRIXES FOR THE
ESTATE OF NAOMI J. GIRDWOOD, deceased

Defendants.

ORDER TO EXONERATE REAL ESTATE TAX LIENS

On this _____ day of _____, 2024, upon consideration of Defendants' Uncontested Petition to Exonerate Real Estate Tax Liens, it is hereby ORDERED that all unpaid taxes and tax liens, including penalties, interest and collections costs, on the property, Parcel ID: 1835-A-00133-00 (West Deer Township), 47 Girdwood Lane, Allegheny County, Pennsylvania 15044, are hereby exonerated and satisfied and the Department of Court Records is ORDERED to so mark the dockets for all tax liens and tax lien judgments, including penalties, interests and collection costs, for Allegheny County, West Deer Township, and the Deer Lakes School District for all years prior and up to and including tax year 2023 against Aylmer H. Girdwood, Jr. and Naomi J. Girdwood, and Estate of Naomi J. Girdwood, deceased as satisfied.

The proceeds from the sale of the property be distributed at the agreed upon settlement of liens in the following amounts:

- a. \$ 157.26 to Allegheny County,
- b. \$ 52.15 to West Deer Township, and
- c. \$ 807.36 to Deer Lakes Area School District.

BY THE COURT,

Judge

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ADVERTISEMENT: MCINTYRE HEIGHTS PRD HEARING

APPLICANT: JULIE WETTACH
RICHLAND HOLDINGS, LLC

LOCATION: MCINTYRE ROAD
38.7 ACRES

ZONING DISTRICT: R-2 – SEMI-SUBURBAN RESIDENTIAL

REQUEST: PROPOSES A PRD CONSISTING OF THIRTY-ONE SINGLE FAMILY HOME UNITS & THIRTY-TWO DUPLEX UNITS FOR A TOTAL OF SIXTY-THREE BUILDINGS

THE APPLICANT IS REQUESTING A CONDITIONAL USE IN A SEMI-SUBURBAN RESIDENTIAL (R-2).

ARE THERE ANY QUESITONS REGARDING THE MCINTYRE HEIGHTS PRD?

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

DO I HAVE A MOTION TO SET THE PUBLIC HEARING FOR MCINTYRE HEIGHTS PRD FOR **JUNE 19, 2024 AT 6:30P.M.?**

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



West Deer Township Planning Commission
Recommendation Report for April 25, 2024

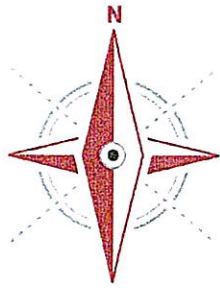
Project Name: MCINTYRE HEIGHTS PLANNED RESIDENTIAL DEVELOPMENT

Property Location: West Deer Twp. – Allegheny County: McIntyre Rd.
Gibsonia, PA 15044
Parcel # 1666-S-249

Zoned: R-2: Semi-Suburban Residential

First motion by Mr. Harrison and seconded by Mr. Bechtold to **RECOMMEND APPROVAL**, voting was unanimous of the McIntyre Heights PRD – Site Plan to include the following conditions:

1. Include an updated traffic study.
2. Include a sidewalk along McIntyre Road.
3. Include Planning Commission report from 10/24/2019.
4. Satisfy all comments in the Scott Shoup Engineering letter dated 4/19/2024.
5. Obtain all appropriate Department of Environmental Protection (D.E.P.) permits for all wetland and pond areas.
6. Approval of the five departures requested from the Township's current Zoning Ordinance: 210-11 A. Lot Areas for single family, duplexes, and townhouses; 210-75 B.1. Building Separations; 210-75 D 2 A. Garage width/ doors; 210-75 D 2B. Guest Parking; 210-75 A. Length of street to cul-de-sac parking.



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

April 19, 2024

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

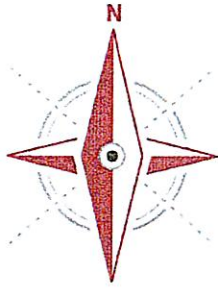
Via Email

RE: McIntyre Heights (Revised)
Tentative Approval Application - Planned Residential Development
(Plans dated April 16, 2024)

Dear Mr. Shook,

I have reviewed the above referenced application for tentative approval of a PRD and the following comments should be considered:

1. The applicant has requested five departures of the Township Code. The departures and reasoning for the departures are described in the plan narrative dated April 15, 2024 submitted by JMS Engineering.
2. The Board of Supervisors in their 2020 approval of the tentative PRD application conditioned that approval on satisfying the conditions contained in the October 24, 2019 Planning Commission report. A copy of that report is attached for the Planning Commission's review.
3. The Board of Supervisor's in their 2020 approval conditioned the applicant to complete a traffic study which was later submitted with the final PRD plans. A scope of the required traffic study has been prepared by the Township's Traffic Engineer, Trans Associates. Such study must be submitted with the final plan application.
4. A final stormwater management plan and final landscaping plan will need to be submitted with the final plans.



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

McIntyre Heights (Revised)

April 19, 2024

Page 2

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

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

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via E-mail
Dorothy Moyta, via E-mail
Gavin Robb, via E-mail
John Schleicher, P.E., via E-mail: jschleicher@jmscivilengineers.com



**Planning Commission
Meeting Report for Oct. 24, 2019**

Project Name: McINTYRE HEIGHTS - PRD

Property Location: McIntyre Road
Zoned: R-2 (Semi-Suburban Residential District)

The project proposes a PRD consisting of 31 single family home units and 32 duplex units for a total of 63 buildings on 38.7 acres.

Planning Commission voted to **RECOMMEND APPROVAL** of the McIntyre Heights PRD with the following conditions:

1. Waiver needed for a de minim us* deviance on the garage width of 21 feet and 1 inch from 22 feet.
2. Waiver needed for 15-foot minimum building separate on duplexes in lieu of 30 feet.
3. Township would retain the right to review the proposed level of amenities during final approval.
4. Require a light post at every unit on a photocell. Maintenance covered in the covenants.
5. Satisfy any comments of Shoup Engineering review letter dated Oct. 22, 2019.
6. Review buffers adjacent to existing units for adequacy of buffer after clearing and adding supplementary buffers if needed.

*least amount of variance to afford applicant relief from requirement

JMS Engineering, LLC
135 Technology Drive, Suite 501
Canonsburg, PA 15317



PLAN NARRATIVE
for
McIntyre Heights, P.R.D. – Revised
situate in
West Deer Township, Allegheny County, PA
made for
Richland Holdings, LLC
April 15, 2024

McIntyre Heights, P.R.D. - Revised is located along the north side of McIntyre Road, just west of Shadow Court in West Deer Township, Allegheny County, PA (Figure 1). The revised planned residential development involves the development of 21 single-family home units, 24 townhome units, and 32 duplex units for a total of 77 dwelling units. The proposed dwelling units and associated infrastructure improvements are located on 38.69 acres in the R-2 Semi-Suburban Residential Zoning District.

McIntyre Heights, P.R.D.-Revised versus McIntyre Heights, P. R. D.-Original

Previously, the original McIntyre Heights, P.R.D. was tentatively approved in 2017, with final approval granted in December 2020. The original plans were prepared by Gibson-Thomas Engineering and consisted of 31 single-family home units and 32 duplex units for a total of 63 dwelling units. The dwelling unit difference in this P.R.D. Revised Plan compared to the previously approved, original P.R.D. Plan is the replacement of 10 single-family home units with 24 townhome units along the cul-de-sac currently named Lilly Court in the southwest portion of the site. This revision is necessitated by changes in market demand, interest rates, and overall economic circumstances, as well as the opportunity to offer an additional blend of housing which increases the housing diversity in both price point and housing type in accordance with the strategies outlined in the Indiana & West Deer Townships Joint Comprehensive Plan. The overall site design, including road layout, site grading, utility design, stormwater management, and limits of disturbance are unaffected and therefore unchanged by this revision. Additionally, the roadway layout associated with Lilly Court is unchanged. Only the unit type being served by this proposed cul-de-sac has been revised to enhance the layout by incorporating an additional housing type which increases the housing diversity proposed while complying with the original design parameters of the proposed development. This revision has also resulted in a 0.29 acre increase in open space in this area of development.

This project is proposed by:

Owner/Developer: Richland Holdings, LLC
1426 Pittsburgh Road
Valencia, PA 16059

Engineer/Surveyor: John J. Schleicher, PE, PLS
JMS Engineering, LLC
135 Technology Drive, Suite 501
Canonsburg, PA 15317
412-304-7223
jschleicher@jmscivilengineers.com

Five departures from Township Code are requested for this development, which are as follows:

1. Zoning Ordinance Section 210-78(A) Density, incorporating 210-11A Dimensional Requirements, Lot Area to all allow a minimum lot area of 2,880 square feet. A similar departure was approved with the original P.R.D. application for a duplex unit lot area of 7,439 square feet which is unchanged in this application. The minimum single family lot area proposed is 8,744 square feet which is in the southeast portion of the site abutting HyTyre Farms. The overall site layout is unchanged in this area except for a lot area reduction to accommodate a Planning Commission request to remove the open space conservation easement from the proposed lots.

The revised minimum lot area of 2,880 square feet is the minimum lot area associated with an individual townhouse. The minimum lot area for a row of connected townhouse buildings is 15,180 square feet. Zoning Table 210 Attachment 2 allows for a density of 3 dwelling units per acres in a PRD district. The overall project area of 38.69 acres would result in 116 dwelling units allowable. The current proposed total of 77 units is 66% of the allowable by code. The minimum lot area of 21,780 square feet for any housing type can be achieved within the current layout but at the expense of a reduced open space parcel. This similar departure request for the proposed residential lots is made with the intent to increase open space, limit disturbance, and vary housing types while addressing environmental challenges such as the existing topography and natural features. The purpose of a PRD is stated in Zoning Section 210-70(B) as *"Each PRD shall have a unitary site plan, a mixture of housing types and land uses, usable common open space, site-related circulation systems and preservation of significant natural features."* The layout as proposed in McIntyre Heights P.R.D.-Revised achieves all the purpose parameters listed above therefore complying with the overall goals of a Planned Residential Development. Based on the input of the Planning Commission, it was clear that open space preservation was paramount. Since the proposed layout strikes a balance of achieving the overall P.R.D. goals with a unit count that is 39 lots less than allowable, while successfully making open space preservation a priority, it is our opinion that this departure request should be supported.

2. Zoning Ordinance Section 210-75(B)(1), Building Spacing to allow separation of less than 30 feet between duplex buildings. This is the exact departure that was approved with the original P.R.D. application. Nothing proposed within the revised P.R.D. has been amended to affect the parameters of this departure. As proposed, only the duplex housing units have a building separation of 15 feet while the townhome and single family maintain a separation of 30 feet. This departure was requested and approved previously with the goal of reducing slope disturbance while addressing environmental challenges such as the existing topography and protecting existing natural features.
3. Zoning Ordinance Section 210-75(D)(2)(a), Parking to allow for an attached garage that is less than 22 feet in width. A similar departure was approved with the original P.R.D. application. While the single-family home units can maintain a minimum garage width of 22 feet, the duplex and townhome units can maintain a minimum garage width of 21 feet and 18 feet 5 inches, respectively. Due to the nature of the housing type, a 22-foot-wide garage is disproportionate to the overall width of the units proposed. It is our opinion that the benefits of providing a variety of housing types outweigh the need to maintain a minimum garage width.
4. Zoning Ordinance Section 210-75(D)(2)(b), Parking to allow the off-street visitor parking for the duplex portion of the proposed community to be located greater than 100 feet from the dwelling units. The visitor parking for the duplex portion is proposed to be in the pavilion parking area which is near the duplex units. This is the exact departure that was approved within the original P.R.D. application. Nothing proposed within the revised P.R.D. has been amended to affect the parameters of this departure. Due to the proposed pavilion area's potential for community use, it is our opinion that the development will be better served by consolidating the visitor parking in the vicinity of the pavilion.
5. Subdivision and Land Development Ordinance Section 185-25(A), Cul-de-sac Length to allow a cul-de-sac to be greater than 1,500 feet in length. This is the exact departure that was approved within the original P.R.D. application. Nothing proposed within the revised P.R.D. has been amended to affect the parameters of this departure. The original P.R.D. approval limited the cul-de-sac roadway entitled Waylin Drive to be 2,005 feet in length. This departure request is made to allow cul-de-sac length more than ordinance requirement because of the roadway geometry necessary to navigate the existing natural features located within non-developable sections of the site. The length of roadway will be mitigated by a turn-around area located at approximately the 1000' station that will be designed for fire truck/emergency vehicle maneuvering in accordance with fire chief recommendations. Therefore, the remaining cul-de-sac length beyond the turn around point will be less than the allowable 1,500-foot length.

Five waivers were granted with the original, approved McIntyre Heights, P.R.D. per West Deer Township Board of Supervisors Preliminary PRD Review, and those same waivers are requested by the developer for this application with no additional waivers or revisions to waivers anticipated. As discussed, development of the revised P.R.D. will take place with as much limited disturbance as possible and an increased area of open space. A 50-foot-wide vegetative buffer area will be maintained as open space along the entire perimeter of the site and will be

undisturbed to the maximum extent practicable. In addition, approximately 19.18 acres (just under 50%) of the site will be maintained in permanent open space.

McIntyre Heights, P.R.D. - Revised is designed to meet all applicable Township standards, except for the minor departures as discussed above. These departure topics were all previously approved in 2020 when the original McIntyre Heights P.R.D. was approved. This P.R.D. aligns with the public's interest as it will provide a low-density, low-impact development, preserving approximately 19 acres as permanent open space containing existing wetlands, steep slope areas, an existing drainage course and other unique natural resources. The development will also provide traffic impact fees per Township Code for additional public traffic improvements. The Comprehensive Plan calls for single-family, townhome, and duplex development to be permitted uses within R-2 zoning. This P.R.D. provides housing diversity while promoting economical and efficient use of land and the preservation of natural scenic qualities of open space.

All utilities exist at the site with capacity to service the proposed development. Stormwater management facilities will be provided on site in accordance with all applicable township, county, and state requirements.

WEST DEER TOWNSHIP

109 East Union Road, Cheswick, PA 15024

Phone: (724) 265-3680

Fax: (724) 265-2228

CONDITIONAL USE APPLICATION

(To be submitted to the Department of Code Enforcement and Zoning)

CASE # CUP: _____

FEE: _____

Applicant is (check one) ☒ Property Owner
☐ Attorney for Property Owner
☐ Property Owner's Agent

Property Owner (if not the applicant): Check here if additional property owners and attach additional sheets.

Richland Holdings, LLC

Same as Applicant

Name (please print)

Name (please print)

Julie E. Wettach

Title

Title

Richland Holdings, LLC

Corporate Entity Name

Corporate Entity Name

1426 Pittsburgh Road

Mailing Address

Mailing Address

Valencia, PA 16059

City, State, Zip Code

City, State, Zip Code

724-513-1092

Telephone

Telephone

jwettach@rossmanhensley.com

Email

Email

Requested Conditional Use:

Revised PRD

Present Zoning District Classification: PRD

Property Street Address: North Side of McIntyre Road, West Shadow Court

Parcel Lot and Block No.: 1666-S-249


Size of the Property: 38.7 acres +/-

Has there been a previous Conditional Use Application submitted for this property: X Yes No

If yes, give date when previous Conditional Use was submitted and the results (granted or denied):

Original PRD approval granted in 2020

I, Julie E. Wettach, hereby depose and say that all of the statements contained in the application and supporting materials submitted is true to the best of my knowledge and belief.



03/12/2024

Applicant's Signature

Date

TENTATIVE
MCINTYRE HEIGHTS, P.R.D. - REVISED

SITUATE IN

WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PA

Date: FEBRUARY, 2024

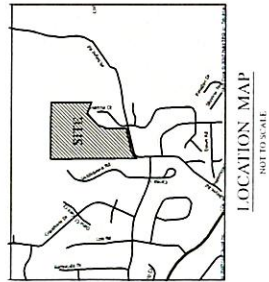
REVISED: APRIL 2024

SHEET INDEX

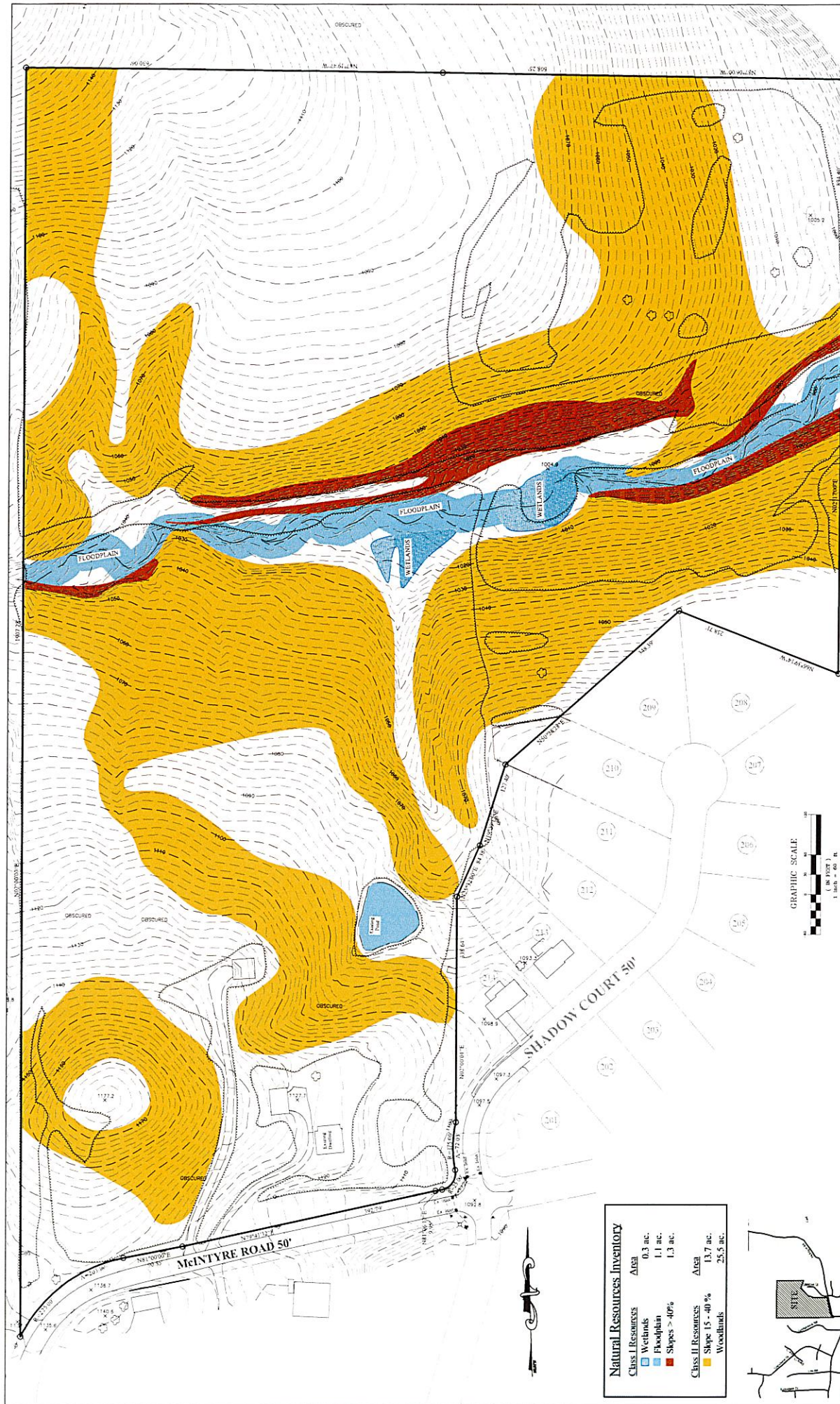
SHEET NO	DESCRIPTION
EX-1	EXISTING CONDITIONS NATURAL RESOURCES MAP
RP-1	SUBDIVISION PLAN
LP-1	LAND DEVELOPMENT PLAN
CP-1	CONSTRUCTION DETAILS
CP-2	CONSTRUCTION PROFILES & DETAILS
LP-1	LANDSCAPING / AMENITIES PLAN
LP-2	LANDSCAPING / AMENITIES PLAN
APPENDED	BUILDING ELEVATIONS







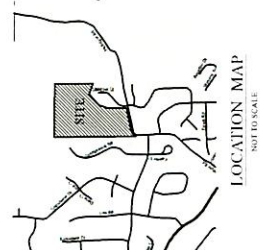
TENTATIVE
MCINTYRE HEIGHTS, P.R.D. - REVISED
SITUATE IN
WEST DEER TOWNSHIP, ALLEGHENY CO., PA
OWNER/DEVELOPER:
RICHLAND HOLDINGS, LLC
1420 PITTSBURGH ROAD
VALANCE, PA 16059
PH 724-487-1800
SURVEYOR / ENGINEER:



125 TECHMOUNT DRIVE, SUITE 201 - CAMDENBURG, PA 15817



Natural Resources Inventory		
Class I Resources		
	Wetlands	Area
		0.3 ac.
	Floodplain	Area
		1.1 ac.
	Slopes > 40%	Area
		1.3 ac.
Class II Resources		
	Slopes 15 - 40 %	Area
		13.7 ac.
	Woodlands	Area
		25.5 ac.



OWNER / DEVELOPER:
RICHLAND HOLDINGS, LLC
1426 PITTSBURGH ROAD
VALENCIA, PA 16059
PH: 724 - 443 - 4800

EXISTING CONDITIONS/
NATURAL RESOURCES ANALYSIS MAP

McINTYRE HEIGHTS

LOCATED IN
WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PA

MADE FOR
RICHLAND HOLDINGS, LLC

[illegible]

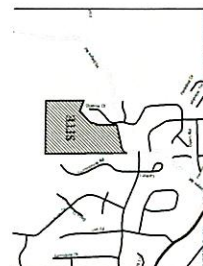


MADE FOR
RICHLAND HOLDINGS, LLC

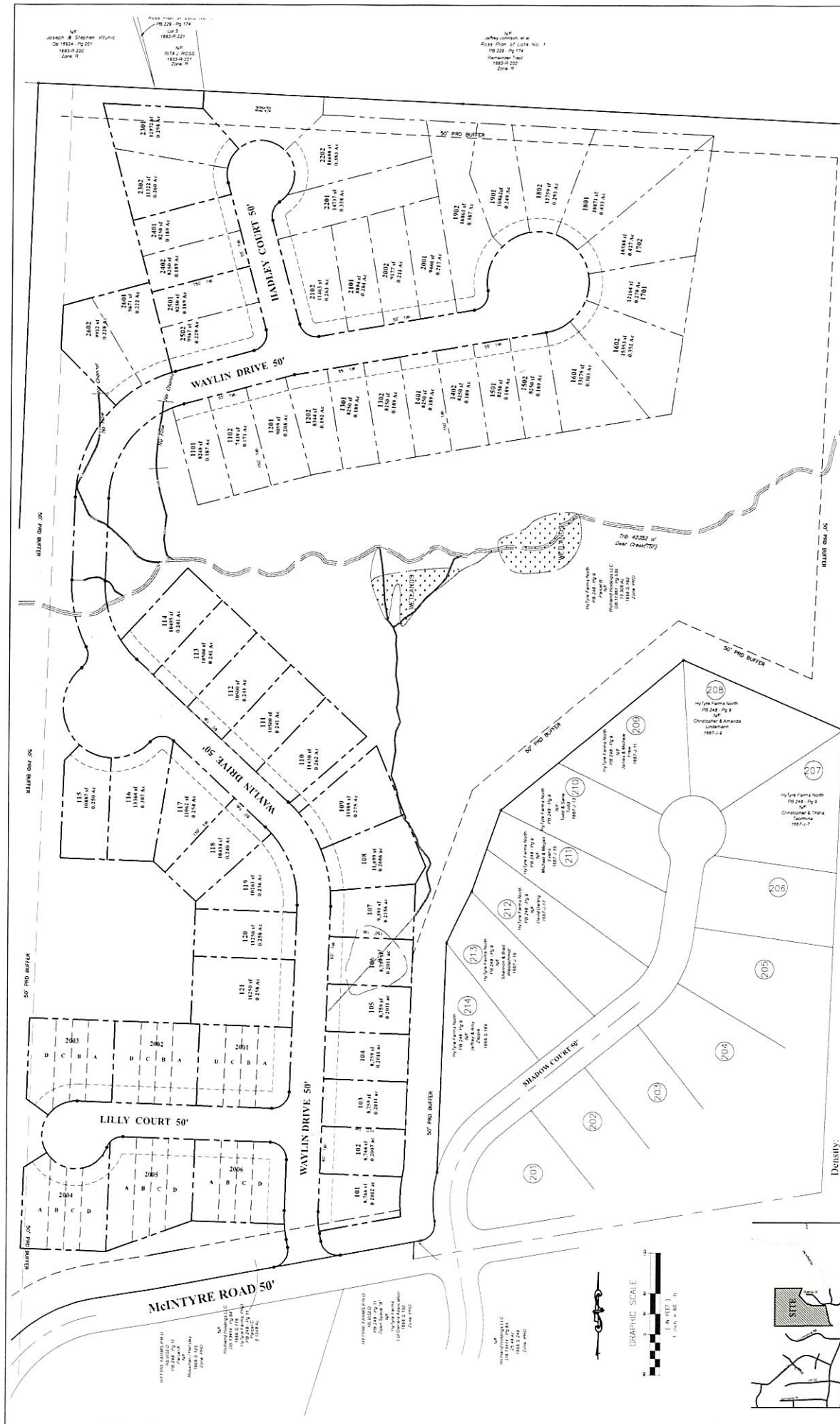
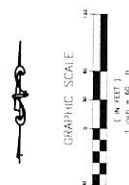
[illegible]

RICHLAND HOLDINGS, LLC
1426 PITTSBURGH ROAD
VALENCIA, PA 16059
PH: 724-443-4800

Total Plan Area: 38.74 acres
Zoning District: R-2, Semi-Suburban Residential



LOCATION MAP





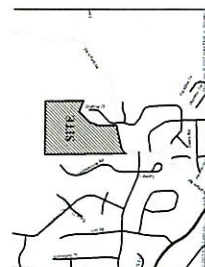
SITUATE IN
WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PA

RICHLAND HOLDINGS, LLC

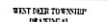
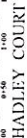
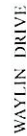
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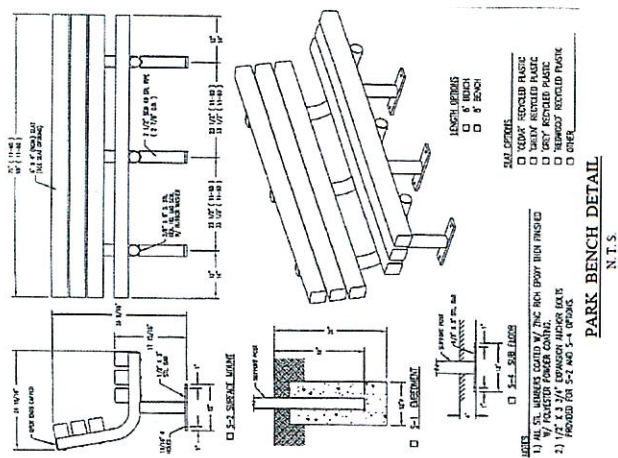
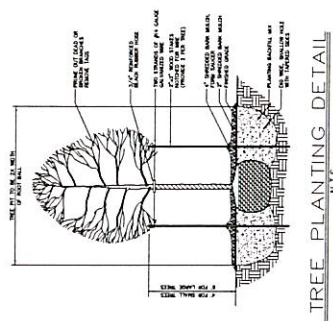
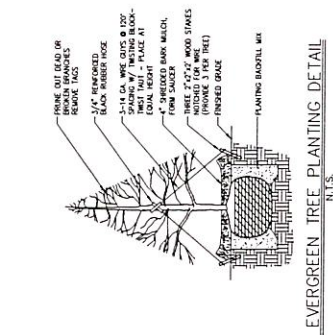
PIL: 724 - 443 - 4800

Zoning District: R-2, Semi-Suburban Residential



LOCATION MAP





DATE	REVISION	DATE	REVISION	DRAWING NO. 1P-2
06/16/2024	TWSP REVIEW	2/28/2024	1" = 20'	

LANDSCAPING PLAN

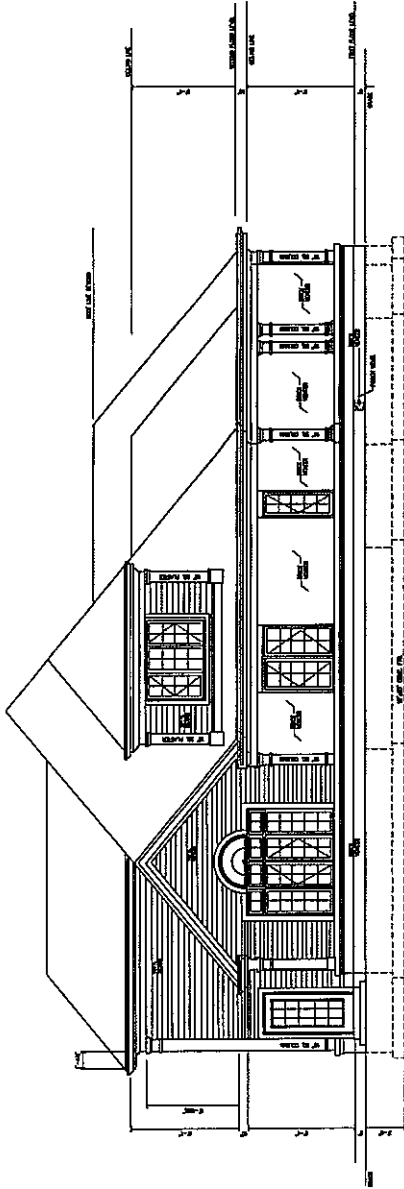
McINTYRE HEIGHTS, P.R.D. - REVISED

PLANNED BY

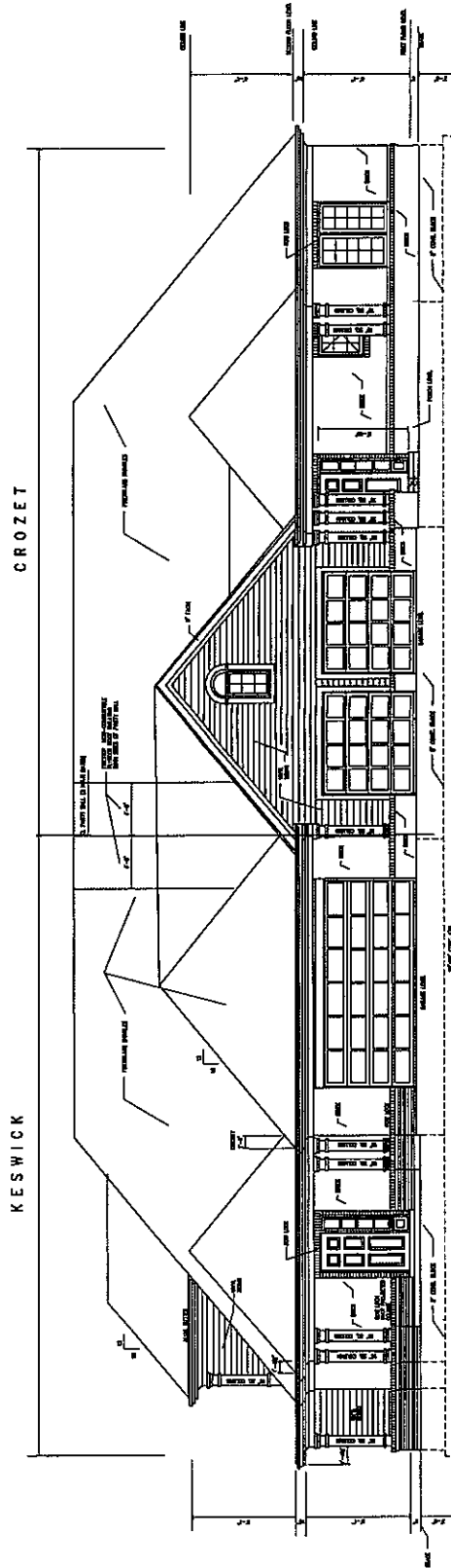
WEST DEER TOWNSHIP, ALLEGHENY COUNTY, PA

SCALE 1/8" = 1'-0"

RICHLAND HOLDINGS, LLC



LEFT ELEVATION "KESWICK"



FRONT ELEVATION "KESWICK"

FRONT ELEVATION "CROZET"

The construction of this building shall be in accordance with the 2009 International Building Code as well as the 2009 Energy Code.

REVISIONS

BASE UNITS
CROZET "R"
KESWICK "L"

DRAWING NO.

A-4

PERMIT DATE

Richland Holdings, LLC



D.R. Horton is equal housing opportunity builder. Floorplans and elevations are artist's renderings for illustration purposes only. Features, sizes and details are approximate and will vary from the homes as built. Square footage dimensions are approximate. Builder reserves the right to change and/or alter materials, specifications, features, dimensions, designs and price without prior notice or obligation.

20

AUTHORIZATION: ADVERTISEMENT OF ORDINANCE NO. 454
(ZONING ORDINANCE & ZONING MAP)

ORDINANCE NO. 454

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

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

ARE THERE ANY QUESTIONS REGARDING THE DRAFT ORDINANCE?

DO I HAVE A MOTION TO SET THE PUBLIC HEARING FOR ORDINANCE NO. 454 FOR **JULY 17, 2024 AT 6:00 P.M.?**

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

21

AUTHORIZATION: ADVERTISEMENT (SALE OF POLICE ATV & TRAILER)

THE BOARD IS IN RECEIPT OF A MEMORANDUM FROM CHIEF LOPER REQUESTING THE ADVERTISEMENT OF THE SALE OF THE FOLLOWING POLICE ATV WITH TRAILER:

2001 POLARIS SPORTSMAN 400 WITH CARRY ON TRAILER

CHIEF LOPER...

ARE THERE ANY QUESTIONS REGARDING THE SALE OF POLICE ATV?

DO I HAVE A MOTION TO AUTHORIZE THE ADVERTISEMENT FOR THE SALE OF ONE 2001 POLARIS ATV AND CARRY ON TRAILER IN AS-IS CONDITION?

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

INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert J. Loper, Chief of Police *RJL*
Subject: 2001 Polaris Sportsman 400 with trailer
Date: May 8, 2024

Mr. Mator,

I am requesting the Police ATV with trailer go out for bid. Our department has not used this ATV for several years but we continue to pay the insurance on both ATV and trailer. I am asking this be placed on the agenda for the Board of Supervisors meeting scheduled May 15, 2024.

ATV

Make: Polaris
Model: Sportsman 400
Year: 2001
Mileage: 569.7
Hours: 160.2
Vin: 4XACH42A31A517931

Trailer

Make: Carry On
Dimensions: 4 ft. x 8 ft.
Year: 2001
Vin: 4YMUK08191C045796

22

AUTHORIZATION: HAMMERMAN PLAN OF LOTS NO. 1

THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE HAMMERMAN PLAN OF LOTS NO. 1 PRELIMINARY AND FINAL SUBDIVISION PLAN AT THEIR APRIL 25, 2024 MEETING.

PROPERTY LOCATION: 8 FARM LANE
ZONING DISTRICT: R-3 SUBURBAN RESIDENTIAL

THE PROPOSAL IS TO DIVIDE ONE 46.425 ACRE RESIDENTIAL LOT INTO TWO WITH 4.425 ACRES TO BE DEVELOPED WITH A SINGLE-FAMILY RESIDENCE.

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

- 1. SATISFY ALL COMMENTS IN THE SCOTT SHOUP ENGINEERING LETTER DATED APRIL 17, 2024.

ARE THERE ANY QUESTIONS REGARDING THE PLAN?

DO I HAVE A MOTION TO APPROVE THE PRELIMINARY AND FINAL SUBDIVISION OF THE HAMMERMAN PLAN OF LOTS NO. 1 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 April 25, 2024

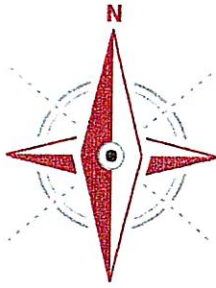
Project Name: HAMMERMAN PLAN OF LOTS

Property Location: West Deer Twp. – Allegheny County: 8 Farm Lane
Tarentum, PA 15084
Parcel # 1671-G-251

Zoned: R-3: Suburban Residential

First motion by Mr. Bechtold and seconded by Mr. Oresick to **RECOMMEND APPROVAL**, voting was unanimous of the Hammerman Plan of Lots #1 to include the following conditions:

1. Satisfy all comments in the Scott Shoup Engineering letter dated 4/17/2024.



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

April 30, 2024

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

Via Email

RE: Hammerman Plan No. 1
Preliminary and Final Subdivision (Plan revised April 17, 2024)

Dear Mr. Shook,

I have reviewed the above referenced Preliminary and Final subdivision located in the R-3 Zoning District and have found that the comments contained in my April 17, 20124 review letter have been satisfactorily addressed.

The applicant has submitted sewage facilities planning module documents which I will review and a separate letter will be sent regarding those documents.

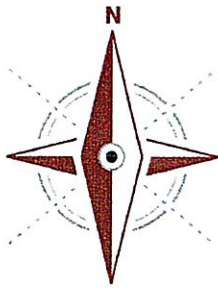
If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E.

cc: Daniel Mator, via E-mail;
Dorothy Moyta, via E-mail;
Gavin Robb, via E-mail
Jodi French, via E-mail
James Sperdute, via E-mail (info@sperdutesurveying.com)



SHOUP ENGINEERING

FOR OVER 60 YEARS

329 Summerfield Drive, Baden, PA 15005

Phone: 724-869-9560

info@shoupengineering.com

April 17, 2024

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

Via Email

RE: Hammerman Plan No. 1
Preliminary and Final Subdivision (Plan dated April 4, 2024)

Dear Mr. Shook,

I have reviewed the above referenced Preliminary and Final subdivision located in the R-3 Zoning district and the following comments should be considered:

1. The area shown for the "Total Lot 1 (Parts A&B)" is incorrect on the plan view.
2. Bearings and distances are missing for the two lot lines between lots 1 and 2.
3. The plan should note that Farm Lane is a private road.
4. Sewage facilities planning module documents (components 3 and 4), will need to be submitted to the Township for review and approval.
5. The zoning requirements table lists the maximum building height as five feet rather than 35 feet.

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;
Dorothy Moyta, via E-mail:
Gavin Robb, via E-mail
Jodi French, via E-mail
James Sperdute, via E-mail (info@sperdutesurveying.com)

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

SUBDIVISION AND LAND DEVELOPMENT APPLICATION

APPLICATION NO. _____

Application For:

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

Location of Property: 8 Farm Lane
Parcel Lot and Block No.: 1671-G-00251
Name of Subdivision/Land Development: Hammerman Plan of Lots No 1

Name of Applicant: Buck Frey
E-Mail Address: Buckfrey@gmail.com
Address: _____
Telephone No.: _____

Name of Property Owner(s): Jason M. Hammerman & John C. Hammerman
E-Mail Address: _____
Address: 139 McClure Road, Cheswick PA 15024
Telephone No.: _____

Surveyor/Engineer: Sperdute Land Surveying - Jimmy Sperdute
Address: 441 Mars-Valencia Road, Suite 3C
Telephone No.: 724-452-4362 E-Mail: jimmy@sperdutesurveying.com
Purpose of Development: To subdivide the existing parcel into two lots.

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

Total Acreage of Tract: 46.425
No. of Acres to be Developed: 4.425 Number of Lots: 1 existing / 1 proposed
Percentage of Lot Coverage: _____ Min. Lot Size: _____
Estimated Start of Construction: Single-family residence to begin upon approval

Zoning District: R-3

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

N/A

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

N/A

Water Supply: ☐ Public ☒ Other (specify ON LOT WELL)

Sewage Disposal: ☒ Public ☐ Other (specify _____)

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

Streets: Lineal feet of new streets N/A

Proposed for Dedication: ☐ Yes ☒ No

Existing Use: RESIDENTIAL

Number of Existing Lots: 1

Existing Acreage: 46.425

Location of Existing Buildings: Pole Building on Lot 1

Current Parking Spaces: N/A

Existing Parking Surface Area: N/A

Access Driveway Location: Shown on plans

Width: _____

Proposed Use: RESIDENTIAL

Description of Building(s): Existing Pole Building

Additional Parking Spaces: N/A

Access Driveway Location: N/A

Width: _____

Current Employees: N/A

New Employees: N/A

Percentage of Lot Coverage: N/A

Phase:

Total Number of Phases:	<u>1</u>
Phase Number of this Application:	<u>1</u>
Total Acres:	<u>46.425</u>
Acres this Phase:	<u>46.425</u>
Total Lots:	<u>1 existing / 1 proposed</u>
Lots this Phase:	<u>1 existing / 1 proposed</u>
Total Lineal Feet of Storm Sewer:	<u>N/A</u>
Total Storm Sewer this Phase:	<u>N/A</u>

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: _____

COUNTY OF



ALLEGHENY

SARA INNAMORATO
COUNTY EXECUTIVE

April 30, 2024

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

Project: **Hammerman Plan of Lots No. 1**
Location: 8 Farm Lane
Description: Subdivision (R-3)
Area: 46.425 Acres
ACED File#: 24-123 SU

Dear Ms. Moyta,

We received the above-referenced application on April 22, 2024, for a minor subdivision of parcel ID #1671-G-251 located at 8 Farm Lane in West Deer Township. We have reviewed the application and offer the following comments:

- The table for R-3 Lot Requirements shows incorrect information for maximum building height and maximum rear setback. The West Deer Township Zoning Ordinance states that the maximum building height is 35 feet, and the minimum rear setback is 40 feet.
- In the lot area table, lot 2's area should be 10.245 square feet, so that the rounding is consistent, and the individual lots add up to the total square footage.
- The maximum acceptable size for record plans is 22" x 34", this plan appears to be larger than that.

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

23

**AUTHORIZATION: PURCHASE OF POLICE BODY & PATROL
VEHICLE DASH CAMERAS**

ATTACHED IS A MEMO REQUESTING THE PURCHASING OF NEW BODY CAMERAS AND PATROL VEHICLE DASH CAMERAS FOR THE POLICE AND THE QUOTE FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$133,000.00. THE POLICE WERE APPROVED FOR A \$40,000 GRANT SO THE FINAL COST TO THE TOWNSHIP WILL BE \$93,000.00.

CHIEF LOPER...

ARE THERE ANY QUESTIONS REGARDING THE POLICE BODY AND PATROL VEHICLE DASH CAMERAS?

DO I HAVE A MOTION TO PURCHASE THE POLICE BODY AND PATROL VEHICLE DASH CAMERAS IN THE AMOUNT OF \$133,000.00 FROM MOTOROLA SOLUTIONS AS PRESENTED?

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

INTERDEPARTMENTAL MEMORANDUM

To: Daniel Mator, Township Manager
From: Robert J. Loper, Chief of Police *RJL*
Subject: Body Cameras/Patrol Vehicle Cameras
Date: May 8, 2024

Mr. Mator,

I am requesting the purchase of new body cameras and patrol vehicle dash cameras be placed on the May 15, 2024 meeting agenda for consideration by the West Deer Township Board of Supervisors. Our current contract with Digital Ally expired in April 2024 and we have been contracting their services on a monthly cycle while researching other companies. After much deliberation, the police department would like to enter into a five (5) year agreement with Motorola Solutions. The total cost for 20 body cameras, 8 patrol vehicle dash cameras (3 vehicles having LPR technology) and cloud storage for all devices is \$133,000.00. As you know we are currently awaiting payment of a \$40,000.00 grant through Allegheny County Council member Samuel DeMarco's office to help offset the body camera cost. A quote from Motorola Solutions is attached to this memo.



QUOTE-2602736
West Deer Township PD PA (20) V700
(8) M500 (VAAS)

Billing Address:
West Deer Township Police
Department
PO Box 2
Russellton, PA 15076-0002
US

Quote Date:04/16/2024
Expiration Date:07/15/2024
Quote Created By:
Tom Boyer
Tom.Boyer@
motorolasolutions.com

End Customer:
West Deer Township Police Department
Matthew Evans
mevan@westdeertownship.com
(724) 265-1100

Payment Terms:

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$8,000.00	\$8,000.00	
2	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	20	5 YEAR	\$0.00	\$0.00	
3	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	8	5 YEAR	Included	Included	
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	8		Included	Included	3 YEAR
5	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	8	5 YEAR	Included	Included	
6	SWV07S03593A	SOFTWARE ENHANCEMENTS	8	5 YEAR	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-2602736
West Deer Township PD PA (20) V700
(8) M500 (VAAS)

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	8		Included	Included	
8	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	8	5 YEAR	\$13,500.00	\$108,000.00	
9	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	8	5 YEAR	Included	Included	
10	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	8		Included	Included	
11	WGW00502	M500 EXTENDED WARRANTY	8	5 YEAR	Included	Included	
12	WGB-0189A	MTIK CONF KIT, 802.11AC, M500POE, 5G HZANT	8		Included	Included	
13	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	8		Included	Included	
14	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$200.00	\$200.00	
15	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		\$20.00	\$20.00	
Video as a Service							
16	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	12	5 YEAR	\$4,140.00	\$49,680.00	
17	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	2	5 YEAR	\$1,800.00	\$3,600.00	
18	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER	12	5 YEAR	Included	Included	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
		BODY WORN CAMERA VAAS*					
19	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	12		Included	Included	3 YEAR
20	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	12	5 YEAR	Included	Included	
21	SWV07S03593A	SOFTWARE ENHANCEMENTS	12	5 YEAR	Included	Included	
22	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	12		Included	Included	
23	WGB-0138AAS	VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON)	3		Included	Included	
	Vigilant						
24	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$500.00	
25	TT4131A	M500 BASIC LPR ANNUAL SERVICE FEE	3		\$550.00	\$1,650.00	
26	Incentive	Motorola Promo 1yr LPR with M500 Purchase Expiration Date: 06/20/2024	1		-\$8,150.00	-\$8,150.00	
27	Incentive	Motorola Loyalty trade-in Discount Expiration Date: 06/20/2024	1		-\$36,500.00	-\$36,500.00	
	Vigilant						
28	DDN2841A	VIGILANT (PS) HARDWARE	6000		\$1.00	\$6,000.00	

Grand Total **\$133,000.00(USD)**

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



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DISCUSSION: PLANNING COMMISSION IPADS

MR. MATOR...

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NEW BUSINESS FOR FUTURE DISCUSSION/ACTION

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ANNOUNCEMENTS

Memorial Days Schedule Monday, May 27, 2024

8:30 a.m. Bairdford WW II Memorial
9:00 a.m. West Deer Township Municipal Bldg. Memorial
9:30 a.m. Rural Ridge Volunteer Fire Dept.
10:15 a.m. East Deer Township Memorial
11:00 a.m. Indiana Township Memorial
11:45 a.m. Lakewood Memorial Gardens
12:30 p.m. West Deer William Fish American Legion
Post 356

Services are conducted by the Veterans of the West Deer Legion and Sons of the American Legion. The West Deer Legions Ladies Auxiliary will be serving lunch after the 12:30 p.m. service. All are welcome to attend.

During the luncheon, the following scholarships will be awarded:

(2) James "Mustard" Yaconis Legion Scholarships

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