

# Agenda

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**Township of Wilkins  
Planning Commission Meeting  
March 20, 2024**

**Join Zoom Meeting: <https://us02web.zoom.us/j/85175482989>**

1. Call to Order
2. Public Comments
3. Approval of the minutes of the Planning Commission meeting of December 13, 2023
4. Romano Lot Consolidation Plan
5. Charter School at 703 Rodi Road
6. Discussion regarding Short Term Rentals (STR)
7. Next meeting date: April 17, 2024
8. Adjournment

# TOWNSHIP OF WILKINS PLANNING COMMISSION MEETING

## DECEMBER 13, 2023

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The Planning Commission meeting was brought to order by Ms. Greco at 7:00 p.m. The purpose of this meeting was to approve the minutes of the October 18, 2023 meeting and review the 2<sup>nd</sup> submission by Benderson for the commercial retail development of 3475 William Penn Highway.

The following members were present: Mr. Mark Wolfgang, Dr. Doanld Hoffman, Mr. Rodrick Campbell, Mr. Richard DeRiso and Ms. Erin Greco.

Also in attendance: Rebecca Vargo – Township Manager, Benjamin Orsatti – Solicitor, Robert Arnold – Engineer, Tim Saunders & Ryan Flaherty – Ordinance Officers

On behalf of the applicant Benderson Development: Mr. James Boglioli – Benderson Development – 570 Delaware Avenue, Buffalo, New York 14202 and Mr. Jake Wieland, P.E., Senior Project Manager with the Red Swing Group – 4314 Old William Penn Highway. Suite 101, Monroeville, PA 15146

The following items were presented:

- 1) Wilkins Township Planning Commission Meeting Minutes of October 18, 2023.
- 2) Benderson Commercial Retail Development – 3475 William Penn Highway
  - a. Correspondence providing comments dated August 7, 2023 from Robert Arnold – HRG Inc.
  - b. Correspondence from Jake Wieland – Red Swing, dated October 27, 2023 addressing the comments from Mr. Arnold’s August 7<sup>th</sup> letter.
  - c. Correspondence from Rob Arnold – HRG Inc. dated December 6, 2023 providing comments and recommendations.
  - d. An unsigned Operations & Maintenance (O&M) Agreement
  - e. A copy of Mr. Boglioli’s (Benderson Development) December 13, 2023 Power Point presentation to the Planning Commission showing the site plan and artists’ renderings of the proposed buildings and layout
  - f. Benderson Development Retail Plans as of November 20, 2023
    - i. Sheet No. C100 – Tile Sheet
    - ii. Sheet No. C101 – General Notes
    - iii. Sheet 01 of 01 – Boundary & Topographic Survey
    - iv. Sheet No. C102 – Existing Conditions Plan
    - v. Sheet No. C103 – Demolition Plan
    - vi. Sheet No. C200 – Site Plan
    - vii. Sheet No. C201 – Parking Tabulation Plan
    - viii. Sheet No. C202 – Fire Truck Routing Plan
    - ix. Sheet No. C203 – Delivery Truck Routing Plan
    - x. Sheet No. C250 – Site Details (1 of 2)
    - xi. Sheet No. C251 – Site Details (2 of 2)
    - xii. Sheet No. C300 – Grading Plan
    - xiii. Sheet No. C400 – Post Construction Storm Water Management Plan

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- xiv. Sheet No. C450 – Post Construction Storm Water Management Details (1 of 4)
  - xv. Sheet No. C451 – Post Construction Storm Water Management Details (2 of 4)
  - xvi. Sheet No. C452 – Post Construction Storm Water Management Details (3 of 4)
  - xvii. Sheet No. C453 – Post Construction Storm Water Management Details (4 of 4)
  - xviii. Sheet No. C500 – Utility Plan
  - xix. Sheet No. C550 – Utility Details (Sheet 1 of 2)
  - xx. Sheet No. C551 – Utility Details (Sheet 2 of 2)
  - xxi. Sheet No. C600 – Erosion and Sedimentation Control Plan
  - xxii. Sheet No. C650 – Erosion and Sedimentation Control Notes
  - xxiii. Sheet No. C651 – Erosion and Sedimentation Control Details
  - xxiv. Sheet No. C652 – Erosion and Sedimentation Control Details
  - xxv. Sheet No. C700 – Lighting Plan
  - xxvi. Sheet No. C750 – Lighting Details
  - xxvii. Sheet No. C800 – Landscape Plan
  - xxviii. Sheet No. C850 – Landscape Details

### **PUBLIC COMMENTS:**

There were no public comments.

### **APPROVAL OF MINUTES:**

The minutes of the Planning Commission meeting of October 18, 2023 were presented for approval. It was **MOVED HOFFMAN – CAMPBELL** to approve the minutes of the regular meeting of the Planning Commission of October 18, 2023. All in favor and so ordered.

### **BENDERSON DEVELOPMENT – COMMERCIAL RETAIL:**

Mr. James Boglioli narrated another Power Point presentation providing details of their planned development. The 17,745 square foot development that includes drive-thru lanes on the East & West ends of the development and a stand-alone Chick-Fil-A on the Eastern most side of the development. A stand-alone drive-up Chase ATM will be located near the highway at the front (South end) of the property. An earlier proposed right-in lane has since been removed from the plans and the existing intersection with traffic lights currently serving Home Depot & Pep Boys will be the only entry & exit point to the property. Mr. Boglioli stated that the property will be redeveloped with new parking, asphalt, landscaping, lighting, drainage & utilities. Mr. Boglioli stated that the necessary Zoning Variance regarding the drive-thru distances from the lot line was approved on September 28, 2023 by the Zoning Hearing Board. Mr. Boglioli went on to state that the remaining engineering comments by HRG were addressed in a November 2023 letter from Red Swing (actually an October 27, 2023 letter). Mr. Boglioli went on to state that the proposed Chick-Fil-A will have an exterior patio and two (2) canopies over the 3 drive-thru lanes that will merge into 2 pickup lanes. Dr. Hoffman inquired if there would be exterior areas to place staff with Mr. Boglioli stating that's what the canopies are designated for. Dr. Hoffman also inquired if EV

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(electric vehicle) charging stations would be installed. Mr. Boglioli stated not at this time but may be installed at a later date. Mrs. Vargo stated that a federal grant for the charging stations may be able to be applied for if available. Ms. Greco then requested some clarification on the variance Benderson was granted. Mrs. Vargo stated that the variance was in regards to the distance between the drive-thru lanes and the R-3 lot line and that it was granted by the Zoning Hearing Board on September 28<sup>th</sup>. Mrs. Vargo then did a recap of events since Benderson's last presentation back on April 19, 2023. Mrs. Vargo stated that a second submission in August was never presented by Benderson prior to the Zoning Hearing Board meeting. Mrs. Vargo was relaying this information to the Planning Commission due to the possible "disconnect" they may be seeing in the submissions. Ms. Greco then asked Mr. Arnold to go through the April minutes to address the previous comments from that meeting. Mr. Arnold stated #1 of the comments regarding the tract boundaries has been addressed. Comment #2 was in regards to the water supply. Mr. Boglioli stated it was addressed and they received a letter from Wilksburg-Penn Joint Water Authority. Mrs. Vargo informed him that she has not received this letter and Mr. Wieland stated that he would send it to her. Mrs. Vargo stated comment #3 regarding the side and rear yard setbacks not being included on the plans has been addressed. Mrs. Vargo stated that the #4 comment regarding the maximum height of the building not being shown on the plans has been corrected. Mrs. Vargo stated that the #5 comment is that the side/rear yard abutting any lot in any R District for off-street parking spaces and access drives for non-residential is 30 feet. The chart on the site plan shows 13.5 feet being provided. This comment was addressed earlier. There is a variance from 1997 that provides the relief required to permit these parking spaces to be within the required setback. Comment #6 regarding the amount of parking spaces has been verified by the Township as meeting the Zoning requirement for them. Comment #7 regarding the statement of approvals and permits from the County & Commonwealth not being on the plans has been resolved according to Mr. Boglioli. Mrs. Vargo stated that there are 3 outstanding items regarding the E&S (comment #15), the HOP from PennDOT (comment #11) and the planning module from the DEP (comment #16). Mr. Boglioli stated these are "all in the works". Comment #9 regarding the storm drainage and sanitary sewer easements being shown on the final plan was determined to not be needed. Mr. Arnold inquired if either of these are going off site and Mr. Boglioli stated that they are not. Mr. Arnold stated that no easements need to be provided. Comment #12 requires the installation of sidewalks. The previous developer requested a modification from installing a sidewalk in the front of the property. Mr. Boglioli stated that Benderson would make a similar request for modification. Mrs. Vargo stated that installing a sidewalk on this side of the property made no sense as it would not attach to anything on that side of the bridge. Comment #13 regarding the requirement of a landscaping plan has been addressed. Mrs. Vargo stated that comment #14 regarding the buffer yard planting requirements per Zoning [§385-28 F] needs to be addressed by the Planning Commission at some point in the future as the types of plantings are not defined in the Zoning Ordinance. Comment #18 regarding the sewer easements needing to be a minimum of 15 feet has been verified as such. Comment #19 regarding shade trees has been addressed. Comment #20 is again regarding the installation of a sidewalk or an "in-lieu-of-action" previously discussed during comment #12's conversation. Mr. Arnold stated that comment #21 regarding "post development of drainage area calculation with BMP" has met the Ordinance.

Mr. Wolfgang stated that his previous comment from the April meeting regarding the sign & lighting plans has been addressed.

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Dr. Hoffman requested the status of a larger bus stop pad being installed at the intersection by Pep Boys. Mrs. Vargo stated this was brought up before from previous proposed developments and that upgrading it in the future is a possibility. Mrs. Vargo stated she would make the recommendation to have a larger pad installed.

Mr. Wolfgang inquired what type of block/brick will be used. Mr. Boglioli stated that there will be split face block on the back and the materials on front will be architectural brick, metal siding & cultured stone. Mr. Wolfgang asked if the block will be tan or neutral in color which Mr. Boglioli confirmed it would be tan.

Mr. Wolfgang inquired to Mr. Arnold if the new sewer pump station will need a backup power source (generator) or not and what would happen if there was a power loss. Mr. Arnold stated that since the pump only services this property, any issue with the pump would only affect this property and no others. Mr. Boglioli stated that if there was a power loss, the proposed businesses on the property would most likely close until the power returned which would lessen the flow of sewage.

Ms. Greco asked Mr. Arnold if HRG's latest comments from their December 6<sup>th</sup> letter have been addressed and Mr. Arnold stated that Benderson are working through the sewage planning module stating Benderson has done surveys and checked the system along Hart Drive to see if the existing Township sanitary line can handle the additional sewage which appears to be able to do so. Mr. Arnold then stated that the comment regarding the forced main pipe, which is the section of pipe connecting the proposed sewer pump station to the Hart Drive main line, will need to be assessed to confirm it is still in good condition. Mr. Wieland stated that he believes the surveyor is going to or has done this but he did not have that information at this time. Mrs. Vargo inquired if the existing pump station is going to remain with Mr. Arnold informing her it would not and that it will be removed and replaced with a new pump station. Mr. Arnold reiterated that the condition of the forced main needs to be assessed to ensure it is in good repair. Ms. Greco asked Mr. Arnold who would certify that the forced main has been assessed. Mr. Arnold informed her that Benderson would have a chance to respond to this comment as the letter regarding it was just sent to them. Mr. Arnold stated that the 3<sup>rd</sup> comment from the December 6<sup>th</sup> HRG letter regarding the need for an Operations & Maintenance Agreement (O&M) so the pump station information would be on file at the Township in case something should happen. The O&M would cover the pump station on the property regardless of the owner. Mr. Arnold stated that HRG's 4<sup>th</sup> comment regarding the PennDOT HOP is still under review. Mr. Arnold asked Mr. Boglioli if PennDOT is still requesting a meeting for the "right turn in" lane, that has since been removed from the plans, which Mr. Boglioli stated they were not. Mr. Arnold asked Mr. Boglioli the height the proposed retaining wall which Mr. Boglioli stated would be three (3) feet tall. Mr. Arnold questioned what the small structure located east of the proposed Chick-Fil-A will be. Mr. Wieland stated it will be a utility shed. Ms. Greco inquired if fencing will be placed around the dumpsters. Mr. Boglioli stated there would be.

Mr. Flaherty inquired as to the proposed location of a fire hydrant which will place it in the back of the buildings in the drive-thru lanes which he is not in favor of. Mr. Flaherty suggested relocating it closer to the highway, possibly in one of the islands that will be installed in the parking

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lot or in the parking lot itself in a central location in front of the buildings in one of the “No Parking” areas that will be striped off with white paint. Mr. Boglioli stated that if there is the room to install it in the “No Parking” area, they would do so. Mr. Flaherty then suggested if they placed it farther west near the rear hillside, that would also work to. Ms. Greco asked Mr. Flaherty if he approved the turning radius of the drive-thru lanes for fire trucks. Mr. Flaherty stated that the turning radius was good but the canopies would present an issue with fitting fire trucks by them and asked what the height of the canopies will be. Mr. Boglioli stated that he would get him that information.

Mr. Campbell inquired as to what item numbers 19 & 20 on Sheet C200 represented as only 1-18 were defined. Mr. Wieland stated they are for signage.

Mr. Wolfgang made a statement that Benderson should be cognizant of what kind of fans and blowers will be installed as the Township has a noise ordinance in place and there have been issues with excessive noise emanating from the Shop ‘n Save grocery store farther up the highway. Mr. Boglioli stated he understood.

Ms. Greco inquired as to the crosswalks and traffic coming into the site and asked if they could show where they would be located and how it would possibly interfere with the highway traffic. Mr. Wieland stated there is already a bus stop at the corner of the property and that Pep Boys has an existing sidewalk. Mr. Wieland stated that they will be striping out a crosswalk from the Pep Boys sidewalk to the sidewalk that will run in front of the new development.

Dr. Hoffman inquired if there will be a fence installed near the steep hillside by the bridge to prevent people from going over the hillside. Mr. Wieland stated there will not be.

Dr. Hoffman inquired as to the size of the proposed Chase ATM. Mr. Wieland stated it would have bollards around it. Dr. Hoffman inquired if this structure would have a door to go inside and Mr. Boglioli stated it is just a drive-up ATM.

Ms. Greco stated there are still quite a few number of items needed. Including: the letter from the water authority, the E&S from the ACCD, the HOP from PennDOT and the planning module from the DEP.

Ms. Greco inquired if the sidewalk escrow involved is just paperwork or would Mrs. Vargo work with Benderson on this. Mrs. Vargo stated that this would go before the Board of Commissioners to make their action on an “in lieu of” determination.

Ms. Greco then stated that the O&M Agreement needed to be submitted and Mrs. Vargo stated that the Stormwater Maintenance Agreement needed to be submitted along with the O&M for the pump station. Mrs. Vargo then stated that the Developers Agreement, Stormwater Maintenance Agreement and the O&M Agreement for the pump station can be submitted as a part of moving forward and would not hold up a recommendation to the Board to approve the development.

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Ms. Greco inquired if the height of the retaining wall needs to be notated on the plans since it is under four (4) feet tall. Mr. Arnold stated that would be his recommendation and in responding to HRG's December 6<sup>th</sup> comments, Benderson would acknowledge the height of the wall there as well. Ms. Greco stated that the new location of the fire hydrant should be on the plans as well.

Ms. Greco inquired if any of the Planning Commission members had questions regarding the bus stop. Mr. Wolfgang inquired if a pad is going to be installed or if the existing one needs to be enlarged. Mr. DeRiso suggested a 10x10 pad which Mr. Wolfgang agreed to. Dr. Hoffman suggested a ramp and a shelter for the bus stop and Mrs. Vargo stated this is the responsibility of the Port Authority (now Pittsburgh Regional Transit) to do. Ms. Greco inquired if a curb cut is required for the bus stop pad and Mr. Boglioli stated that they are not doing any more curb cuts.

It was **MOVED DERISO – WOLFGANG** to recommend approval of the development pending the outstanding items be addressed. The outstanding items are the fire hydrant location, E&S permit, the HOP, sewer module from DEP, the 10x10 concrete bus stop pad, sidewalk waiver, water authority letter, the developer agreement, stormwater maintenance agreement, and the O&M agreement for the pump station. Ms. Greco also stated the height of the retaining wall will need to be notated as well.

The motion was approved by unanimous roll call 5-0.

### **NEXT MEETING:**

The next meeting of the Planning Commission is scheduled for February 21, 2024

### **ADJOURNMENT:**

It was **MOVED HOFFMAN – GRECO** to adjourn the meeting. The meeting was adjourned at 7:53 PM. All in favor and so ordered.

Respectfully Submitted,

Tim Saunders,  
Secretary

**SUBDIVISION AND LAND DEVELOPMENT REVIEW APPLICATION**  
**MPC §502(b) County Advisory Review**

**COUNTY REVIEW REQUIRED:** Municipality has adopted a subdivision and land development ordinance

Complete and submit with plans and other information M-F, 8:30 AM - 4:00 PM to:

ACED Planning Division, One Chatham Center, Suite 900, 112 Washington Place, Pittsburgh, PA 15219

For questions, help, or additional information please email [ACEDPlanning@alleghenycounty.us](mailto:ACEDPlanning@alleghenycounty.us)

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**Part 1: General Information**

**Property Owner:**

Contact Name: KENNETH A. ROMANO Phone: 412 823 3603  
Email Address: ROMANOHA1947@GMAIL.COM  
Mailing Address: 320 LEAX LANE, TURTLE CREEK PA 15145

**Name of Applicant:**

Contact Name: KENNETH A. ROMANO Phone: 412 559 3362 CELL  
Email Address: ROMANOHA1947@GMAIL.COM  
Mailing Address: \_\_\_\_\_

**Plan Preparer:**

Contact Name: DENNIS DULL Phone: 412 287 1270  
Email Address: \_\_\_\_\_  
Mailing Address: NORTH VERSAILLES  
LAND SURVEYING

Application Status: ☒ Preliminary Plan ☐ Final Plan

**Application Type:**

- ☒ Plat Adj./Lot Consolidation  
☐ Minor Subdivision/Site Development  
☐ Major Subdivision/Site Development

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**Part 2: Location Information**

Project Name: 320 LEAX LANE

Municipality: WILKINS TOWNSHIP





# ALLEGHENY COUNTY

Address/Location of Project:

320 LEAX LANE

TURTLE CREEK, PA 15145

Tax Map Parcel(s) #:

BLOCK 453-J LOT 10

BLOCK 372-M LOT 4

## Part 3: Zoning Information

Zoning:

Existing:

R-2

Proposed:

R-2

(if applicable)

Variances Requested:

☐

Yes

☒

No

(if yes, please attached description of all variances requested or approved)

Conditional Use:

☐

Yes

☒

No

Special Exception:

☐

Yes

☒

No

## Part 4: Project Information

Total Plan Area:

0.536

(acres)

23354.33

(square feet)

Total Acreage to be Developed:

N/A

Total Impervious Area (Sq. Ft.):

N/A

Total Building Area (Sq. Ft.):

N/A

Phasing:

Is the development proposed to be constructed in phases?

☐

Yes

☒

No

If Yes, a phasing plan and a schedule of the projected dates that the final application for each phase will be filed must be provided.

Proposed Utilities:

Water

Sewer

Public:

☒
☒

Onsite:

☐
☐

Street Information:

Ownership (check any that apply):

☐

State

☒

Local

☐

County

☐

Private

Lineal feet of new streets:

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**Part 5: Notification to Others**

As applicable, the following agencies have been notified about the proposed subdivision or site development:

- ☐ County Health Department  
Date: \_\_\_\_\_
- ☐ County Public Works  
Date: \_\_\_\_\_
- ☐ County Conservation District  
Date: \_\_\_\_\_

- ☐ PennDOT  
Date: \_\_\_\_\_
- ☐ PA DEP  
Date: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_  
Date: \_\_\_\_\_

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The applicant declares the following:

- ☒ He/she is the owner of the property in question; OR
- ☐ He/she is the authorized agent for the owner of record to the property for which the application is made; OR
- ☐ He/she is a beneficial land owner as defined by the PA Municipalities Planning Code (MPC). If this box is checked, a copy of the agreement recorded with the ACDRE authorizing the applicant to subdivide or develop the property must be provided.

*I/We hereby submit the enclosed land development application to the Allegheny County Department of Economic Development for review and consideration in accordance with the PA Municipalities Planning Code (Act 247 of 1968, as amended) and Art. III §780-302 of the Allegheny County Subdivision and Land Development Ordinance:*

Kenneth A. Romano  
Signature of Applicant

12-29-23  
Date

Revised August 2021


KENNETH A ROMANO 09-73  
MARGARET S ROMANO  
4128233603  
320 LEAX LN.  
TURTLE CREEK, PA 15145-1128

3-7615/360

2929

PAY TO THE  
ORDER OF

DATE 10-28-2023

Willow Township \$ 650.00  
Six hundred fifty and 00/100 DOLLARS   
Security Features  
Include  
Details on Back

**Citizens**

CITIZENS QUEST™

MEMO

Margaret Romano  
MP  
⑆036076150⑆ 6102146518⑈ 2929



OWNER PARCEL 453-J-10

I, Kenneth A. Romano, owner of the land shown on the Romano Consolidation Plan, hereby adopt this plan as my own plan of lots and irrevocably dedicate all streets and other property identified for dedication on the plan to the Township of Wilkins. This dedication shall be binding upon my heirs, executors, and assigns.

IN WITNESS OF WHICH, to this I set my hand and seal this 20 day of DECEMBER 2023.

ATTEST: Kenneth A. Romano

Owner  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

Before me, the undersigned Notary Public in and for the commonwealth of Pennsylvania and County of Allegheny, personally appeared Kenneth S. Romano and acknowledged foregoing adoption to be his act.

Witness this 20 day of December 2023.

My commission expires 31 day of August 2026

(seal)  
Notary Public

OWNER PARCEL 372-M-04

WE, Kenneth A. and Margaret S. Romano, owners of the land shown on the Romano Consolidation Plan, hereby adopt this plan as our plan of lots and irrevocably dedicate all streets and other property identified for dedication on the plan to the Township of Wilkins. This dedication shall be binding upon our heirs, executors, and assigns.

Kenneth A. Romano Margaret S. Romano

Owner  
Notary public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

NOTARY

Before me, the undersigned Notary Public in and for the Commonwealth of Pennsylvania and County of Allegheny, personally appeared Kenneth A. and Margaret S. Romano acknowledged the foregoing adoption and dedication to be their act.

Witness my hand and seal this 20 day of December 2023.

My commission expires the 31 day of August 2026

(seal)  
Notary Public

TITLE PARCEL 453-J-10

I, Kenneth A. Romano, hereby certify that the title to the property contained in the Romano consolidation plan is in the name of Kenneth A. Romano and is recorded in deed book volume 5088 pg. 133. I further certify that there is no mortgage, lien, or other encumbrance against this property.

Witness Kenneth A. Romano

TITLE PARCEL 372-M-04

We, Kenneth A. and Margaret S. Romano, hereby certify that the title to the property contained in the Romano Consolidation plan is in the name of Kenneth A. and Margaret S. Romano, and is recorded in deed book volume 16925 pg. 09. We further certify that there is no mortgage, lien, or other encumbrance against this property.

Kenneth A. Romano Margaret S. Romano

Owner  
Witness

SURVEYOR

I certify that, to the best of my information, knowledge and belief the survey and plan shown here on are correct and accurate to the standards required

11-5-23 Date  
Dennis J. Dull 044546-E

ENGINEER

I certify that this plan meets all engineering and design requirements of the applicable ordinances of the Township of Wilkins

Date Name Reg. No.

WILKINS TOWNSHIP

The Board of Commissioners gives notice that, in approving this plan for Recording, the Township of Wilkins assumes no obligation to accept the dedication of any streets, land or public facilities and has no obligation to improve or maintain such streets, land or facilities.

Secretary / Manager Authorized Township Official

The Township of Wilkins agrees not to issue building permits until "Planning Module for Land Development" has been approved in accordance with the regulation of the Pennsylvania Department of Environmental Protection

Date Authorized Township Official

PLANNING TOWNSHIP OF WILKINS  
Reviewed by the Planning Commission of the Township of Wilkins this day of 202

Secretary Chairperson

TOWNSHIP OF WILKINS

Approved by the Board of Commissioners by resolution this day of 202

Secretary President

ECONOMIC DEVELOPMENT

Reviewed by the Allegheny County Department of Economic Development on this day of 202

(seal) Director

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

RECORDER

Recorded in the Recorded in the Office of the Department of Real Estate of the County of Allegheny, Commonwealth of Pennsylvania, in Plan Book Volume page(s)

Given under my hand and seal this day of 201

(seal) Recorder

Owner

PARCEL 453-J-10  
KENNETH ROMANO  
D.B.V. 5088 PG. 133

PARCEL 372-M-04  
KENNETH A. & MARGARET S. ROMANO  
D.B.V. 16925 PG. 9

KENNETH A. AND MARGARET S. ROMANO  
320 LEAX LANE  
TURTLE CREEK, PA. 15145 1128

THE PURPOSE OF THE CONSOLIDATION PLAN IS TO COMBINE  
THE TWO PARCELS OWNED BY THE ROMANOS INTO ONE PARCEL

NOTE  
THE EXISTING DWELLING AT 320 LEAX LANE IS DESIGNATED AS AN EXISTING NONCONFORMING STRUCTURE AS IT IS WITHIN THE REQUIRED FRONT YARD SET BACK

AREA

PARCEL 453-J-10 20401.52 SF. 0.468 ACRE  
PARCEL 372-M-4 2952.81 SF. 0.068 ACRE  
TOTAL 23354.33 SF. 0.536 ACRE

ZONE

R-2 MEDIUM DENSITY RESIDENTIAL

FRONT YARD 30'  
REAR YARD 20'  
SIDE YARD 10'

DENNIS DULL LAND SURVEYING  
120 KLINE AVE.  
NORTH VERSAILLES, PA. 15137

ROMANO CONSOLIDATION PLAN

CONSOLIDATION PLAN  
FOR

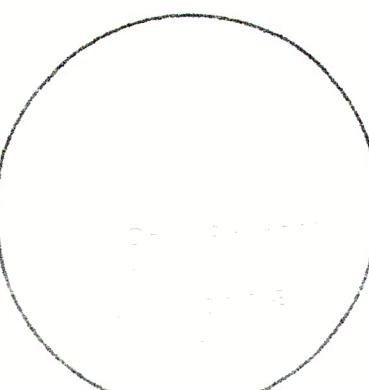
KENNETH A. & MARGARET S. ROMANO

SITUATE IN

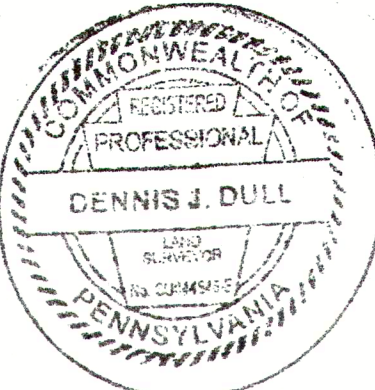
WILKINS TOWNSHIP  
ALLEGHENY COUNTY, PA

10-5-23  
REV. 3-11-24

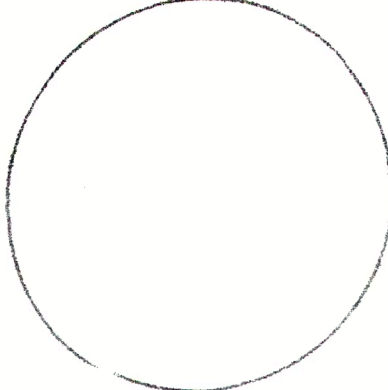
ALL SIGNATURES MUST BE IN BLUE INK



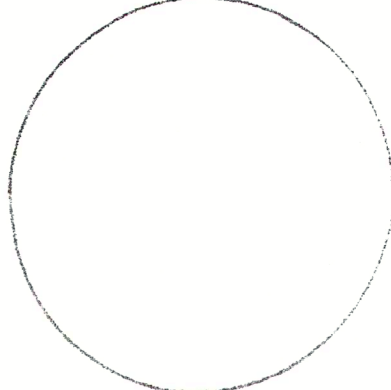
SURVEYOR EMBOSSED



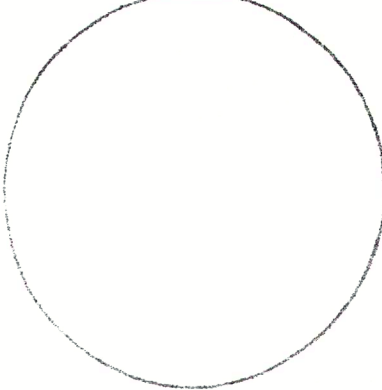
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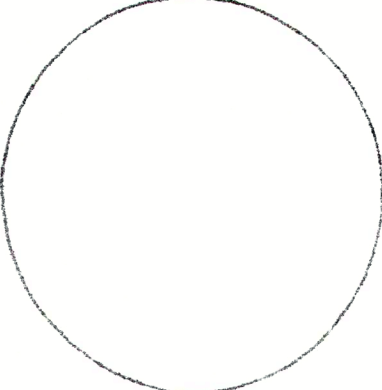
WILKINS TWP.  
ENGINEER



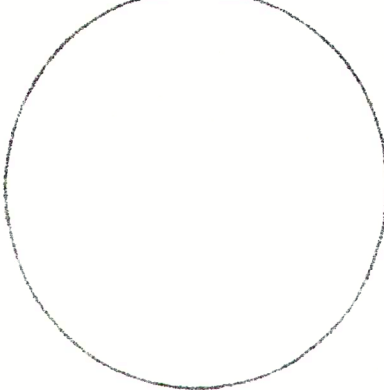
WILKINS TWP.  
PLANNING COMMISSION



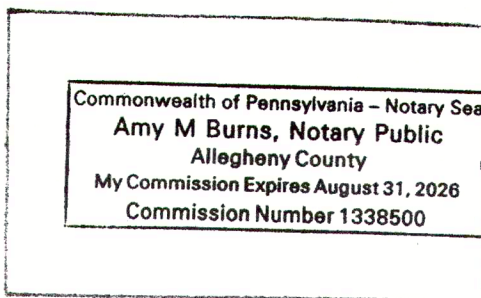
WILKINS TWP.



ALLEGHENY COUNTY  
DEPT. OF  
ECONOMIC DEVELOPMENT



ALLEGHENY COUNTY  
DEPT. OF REAL ESTATE



NOTARY





60 2017 00026907

Allegheny County  
Jerry Tyskiewicz  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2017-26907

BK-DE VL-16925 PG-9

Recorded On: August 30, 2017

As-Deed

Parties: ENGLISH DENNIS H

To ROMANO KENNETH A

# of Pages: 6

Comment:

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed 162.00  
0  
0  
Total: 162.00

## Realty Transfer Stamp

|                                |                  |
|--------------------------------|------------------|
| Affidavit Attached-No          | Stamp Num-T22631 |
| WILKINS TP                     |                  |
| Ward-99-NO WARD                |                  |
| Value                          | 7,000.00         |
| Commonwealth of Pennsylvania   | 70.00            |
| Munic-Wilkins Twp              | 35.00            |
| School District-Woodland Hills | 35.00            |
| Munic-Penalty                  | 0.00             |
| Munic-Interest                 | 0.00             |
| School-Penalty                 | 0.00             |
| School-Interest                | 0.00             |
|                                | 140.00           |

## Department of Real Estate Stamp

Certified On/By-&gt; 08-30-2017 / S B

0372M00004000000

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

## File Information:

## Record and Return To:

Document Number: 2017-26907

Receipt Number: 3299763

Recorded Date/Time: August 30, 2017 03:28:46P

Book-Vol/Pg: BK-DE VL-16925 PG-9

User / Station: T Greil - Cash Super 05

KENNETH A ROMANO

320 LEAX LANE

TURTLE CREEK PA 15145



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

# THIS INDENTURE

MADE the 3<sup>rd</sup> day of August, 2017,

BETWEEN

**DENNIS H. ENGLISH and DENISE L. ENGLISH**, his wife, of the City of Pittsburgh,  
County of Allegheny and Commonwealth of Pennsylvania,

(hereinafter called "Grantors")

and

**KENNETH A. ROMANO and MARGARET S. ROMANO**, his wife, of the Township of  
Wilkins, Allegheny County, Pennsylvania,

(hereinafter called "Grantees"):

WITNESSETH, that the said Grantors in consideration of the sum of **SEVEN THOUSAND AND 00/100 (\$7,000.00) DOLLARS** paid to the Grantors by the Grantees do grant, bargain, sell and convey unto the said Grantees, their heirs and assigns,

**ALL** of the following described property in the Township of Wilkins, Count of Allegheny and Commonwealth of Pennsylvania more particularly described as follows:

**BEGINNING** at a point on the southeasterly side of a private drive, thirty (30) feet wide, said point of beginning being South 64° 21' East, thirty-six and ninety-three hundredths (36.93) feet from a stone monument located on the property, now or formerly of Alberta Leax and as shown in a survey made by John P. Boone, Registered Surveyor, dated March 1956; thence from said point of beginning South 64° 21' East, thirty-three and seven hundredths (33.07) feet to a point on line, now or formerly, of J. Frankhauser, et us.; thence by same, South 50° 31' West, one hundred five and two hundredths (105.02) feet to a point on the northeasterly side of another private drive, thirty (30) feet wide; thence by the northeasterly side of said second private drive, North 39° 51' West, thirty (30) feet to a point on the southeasterly side of the first above mentioned private drive; thence by the southeasterly side of the said first above mentioned private drive, North 50° 31' East, ninety-one and thirty-one hundredths (91.31) feet to the place of beginning.

**BEING** designated as Block 372-M, Lot 4, in the Deed Registry of Allegheny County.

**BEING** the same property as contained on and referenced as Parcel 2 only in the deed which Mary E. Ross, Executrix of the Estate of Geraldine K. Ross, granted and conveyed unto Dennis H. English and Denise L. English, his wife, by deed dated November 2, 1998 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania (now the Department of Real Estate, Allegheny County, Pennsylvania) on November 2, 1999 in Deed Book Volume 10334, page 329.

**UNDER AND SUBJECT** to the coal and mineral exceptions and reservations as in prior deeds to said premises excepted, and reserved easements and reservations, rights-of-way, and oil and gas leases and other instruments as appear in prior instruments of record.

**TOGETHER** with all the easements and appurtenances whatsoever thereunto appertaining, if any.

with the appurtenances: TO HAVE AND TO HOLD the same to and for the use of the said Grantee, her heirs and assigns forever, And the Grantors for themselves, their heirs and assigns hereby covenant and agree that they will WARRANT SPECIALLY the property hereby conveyed.

**NOTICE**-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

WITNESS the hands and seals of the said Grantors

WITNESS:

Nancy R. Brush

James L. Kasato

Dennis H. English

Dennis H. English

Denise L. English

Denise L. English

CERTIFICATE OF RESIDENCE

I, do hereby certify that the address of the within named Grantee is as follows:

Tax Bill Address

Kenneth A. Romano  
Margaret S. Romano  
320 Leax Lane  
Turtle Creek, PA 15145

Owner Mailing Address

Kenneth A. Romano  
Margaret S. Romano  
320 Leax Lane  
Turtle Creek, PA 15145

Name/Mortgage Company  
N/A

Name

\_\_\_\_\_  
In Care of (if required)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
State, and Zip Code

City,

\_\_\_\_\_  
City, State, and Zip Code



**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO 156 § 1.

WITNESS: Nancy B. Brush

Kenneth A. Romano  
Kenneth A. Romano

WITNESS: James H. Romano Margaret S. Romano  
Margaret S. Romano

**ACKNOWLEDGEMENT**

Commonwealth of Pennsylvania :  
: SS:  
County of Allegheny :

On this the 30th day of Aug, 2015, before me, a Notary Public, the undersigned officer, personally appeared **Dennis H. English and Denise L. English**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires:  
**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
Raymond W Staub, Notary Public  
Wilkins Twp., Allegheny County  
My Commission Expires Jan. 17, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Raymond W Staub  
**COMMONWEALTH OF PENNSYLVANIA**  
(Title of Officer)  
NOTARIAL SEAL  
Raymond W Staub, Notary Public  
Wilkins Twp., Allegheny County  
My Commission Expires Jan. 17, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

# DEED

FROM

**DENNIS H. ENGLISH and DENISE L. ENGLISH,  
his wife**

Grantors

TO

**KENNETH A. ROMANO and MARGARET S. ROMANO,  
his wife**

Grantees

MAIL TO:

Kenneth A. Romano  
Margaret S. Romano  
320 Leax Lane  
Turtle Creek, PA 15145

**AGREEMENT FOR SALE OF REAL ESTATE**

MADE this 30<sup>th</sup> day of August, 2017, by and between  
**DENNIS H. ENGLISH and DENISE L. ENGLISH**, 2359 Railroad Street, Apt. 2423,  
Pittsburgh, Allegheny County, Pennsylvania 15222 (hereinafter called "**Seller**")

**AND**

**KENNETH A. ROMANO and MARGARET S. ROMANO**, 320 Leax Lane, Turtle Creek  
(Wilkins Township), Allegheny County, Pennsylvania 15145 (hereinafter called "**Buyer**"),

**WITNESSETH THAT:** Seller and Buyer, intending to be legally bound, mutually  
covenant and agree as follows:

1. **SETTLEMENT** shall take place and Seller shall, on or before the 30<sup>th</sup> day of  
August, 2017, at 463 Brown Ave, Turtle Creek, Allegheny County,  
Pennsylvania at a time and location to be selected by Seller, by **special warranty deed**, which  
well and sufficiently grants and conveys unto Buyer, in fee simple, clear of all liens and  
encumbrances, except as hereinafter set forth, good and marketable title to the following  
property described below:

**ALL** of the following described property in the Township of Wilkins, Count of Allegheny and  
Commonwealth of Pennsylvania more particularly described as follows:

**BEGINNING** at a point on the southeasterly side of a private drive, thirty (30) feet wide, said  
point of beginning being South 64° 21' East, thirty-six and ninety-three hundredths (36.93) feet  
from a stone monument located on the property, now or formerly of Alberta Leax and as shown  
in a survey made by John P. Boone, Registered Surveyor, dated March 1956; thence from said  
point of beginning South 64° 21' East, thirty-three and seven hundredths (33.07) feet to a point  
on line, now or formerly, of J. Frankhauser, et us.; thence by same, South 50° 31' West, one  
hundred five and two hundredths (105.02) feet to a point on the northeasterly side of another  
private drive, thirty (30) feet wide; thence by the northeasterly side of said second private drive,  
North 39° 51' West, thirty (30) feet to a point on the southeasterly side of the first above  
mentioned private drive; thence by the southeasterly side of the said first above mentioned  
private drive, North 50° 31' East, ninety-one and thirty-one hundredths (91.31) feet to the place  
of beginning.

**BEING** designated as Block 372-M, Lot 4, in the Deed Registry of Allegheny County and being  
a vacant lot. All structures formerly located on the property have been demolished.

**BEING** the same property as contained on and referenced as **Parcel 2 only** in the deed which Mary E. Ross, Executrix of the Estate of Geraldine K. Ross, granted and conveyed unto Dennis H. English and Denise L. English, his wife, by deed dated November 2, 1998 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania (now the Department of Real Estate, Allegheny County, Pennsylvania) on November 2, 1999 in Deed Book Volume 10334, page 329.

**UNDER AND SUBJECT** to the coal and mineral exceptions and reservations as in prior deeds to said premises excepted, and reserved easements and reservations, rights-of-way, and oil and gas leases and other instruments as appear in prior instruments of record.

**TOGETHER** with all easements and appurtenances whatsoever thereunto appertaining, if any.

**MODIFIED TIME OF THE ESSENCE:** If full performance of this Agreement is not completed by the date set forth above, either party shall have the right after that date to declare time to be of the essence of this Agreement by giving written notice to the other party. Such notice shall contain a declaration that time is of the essence and shall fix the time, date and place of final settlement, which date may not be sooner than fifteen (15) days nor late than thirty (30) days following the effective date of giving such notice.

2. In consideration of the mutual agreement of the parties and intending to be bound thereby the Buyer agrees to pay therefore the sum of **SEVEN THOUSAND (\$7,000.00) DOLLARS** payable as follows:

- a. The sum of \$1,000.00 upon execution of this Agreement;
- b. The balance of the purchase price on date of Settlement.

3. Real estate taxes, rents, current water and sewer charges, if any, shall be prorated as of date of settlement. In no event shall Seller be responsible in the event any governmental body shall make an assessment for infrastructure charges regarding the property in advance or after settlement.

4. Possession to be given on date of settlement.

5. Payment of state and local transfer stamps, if any, shall be divided equally between the parties. Seller will pay for deed preparation and Buyer shall pay for all other costs related to concluding settlement, including recordation of deed, title examination (at Buyers election), and Buyer's attorney's fees, if any.

6. The Buyer, at his own expense, agrees to immediately subsequent to execution of this Agreement by Seller, place adequate liability insurance on the premises covered by this agreement. Seller shall be named as a loss payee/additional insured on Buyers policy until payment in full of the purchase price.

7. It is hereby understood between the parties and Buyer agrees that he is purchasing the property in accord with the following terms and conditions:

- a. The property has been inspected by Buyer and his agent(s)/representative(s) and that the property which is the subject matter of this Agreement is being purchased solely in reliance upon such inspection and that Buyer is satisfied with its condition and hereby waives any further examinations or inspections of any kind whatsoever;
- b. **The property is being purchased in an “as is and where is” condition without any warranty or representation of defect either visible or not visible;**
- c. The Buyer has examined the property and walked the perimeter thereof and observed the condition thereof and understands and agrees that it may require improvement;
- d. The Buyer understands and agrees that Buyer is acquiring the property from Seller without any obligation by Seller to repair, replace, or maintain any part of the property, including, and without limitation any septic/sewage systems, water systems, or infrastructure, in place or otherwise;
- e. Under no circumstances shall Seller be obligated to make repairs, replacements, or maintenance of the property which may include any governmental code compliance matters which shall be the sole responsibility of Buyer;
- f. The Buyer must verify and confirm the zoning classification of the property and secure zoning code compliance, if necessary.
- g. The Buyer will verify and confirm that occupancy permits exist or are required with respect to the premises and/or will secure any such permits and compliance at Buyer's sole expense, if necessary.
- h. The Buyer may, at Buyer's election, seek to have an examination made regarding the status of the title to the property and in the event no such examination is undertaken within the time parameters of this agreement, such examination is waived by Buyer.
- i. Buyer may, at Buyer's election, have a survey undertaken, so long as accomplished in advance of settlement.

This provision #7 and its subparts shall survive Settlement.

8. Buyer agrees that the within transaction is to be considered and constitutes a **commercial transaction** and is not, in any respect, to be considered or deemed a consumer transaction.

9. Buyer understands and agrees that the property may be serviced by a community sewage and water system and that charges may be incurred for connectivity thereto at Buyers' sole expense, including any requirements needed to secure occupancy.

10. Seller represents that the zoning classification of the property is believed to be Residential and that the present use of the property is believed to be in compliance with the zoning laws. Buyer, however, is to conduct an examination of the status of the zoning classification and secure compliance therewith (see ¶7 (f) above). In no event will Seller bear responsibility to secure such zoning compliance.

11. In the event of default by Buyer, Seller may retain the earnest money set forth in ¶2 (a) hereof and seek damages for breach hereof, or retain the earnest money and terminate this Agreement, by written notice sent to Buyer at Buyer's above address and both parties shall thereupon be released of all further liability with respect to this transaction.

12. Except as otherwise provided herein, any notices between the parties hereto shall be in writing and may be served in the manner provided by law for the service of process in equity or may be mailed by certified or registered mail to either party at the respective addresses above set forth. If mailed, such notice shall be deemed effectively given as of the second business day after the date of posting.

13. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

14. Whenever used in this Agreement the singular shall include the plural, and the use of any gender shall be applicable to all genders.

15. Buyer will not record this Agreement except after first obtaining the prior written consent of Seller. Any attempted recording of this Agreement without such consent shall constitute a default hereunder by the Buyer.

16. This Agreement and all of its terms and conditions shall jointly and severally extend to and be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns.

**NOTICE - THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN**

**SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE OR RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.** [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any].

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

**IN WITNESS WHEREOF**, the said parties to this Agreement, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

\_\_\_\_\_

Kenneth A. Romano  
Buyer: Kenneth A. Romano

ATTEST:

Nancy R. Brush

Margaret S. Romano  
Buyer: Margaret S. Romano

WITNESS:

[Signature]

Dennis H. English  
Seller: Dennis H. English

WITNESS:

James R. Kasanko

Denise L. English  
Seller: Denise L. English

1990000

Recording Fees

| Filing Type         | Number              | Volm  | Page  | Time      | Recording Amount |
|---------------------|---------------------|-------|-------|-----------|------------------|
| Deed                | 26907               | 16925 | 00009 | 03:28:46p | 162.00           |
|                     | DR-ENGLISH DENNIS H |       |       |           |                  |
|                     | IN-ROMANO KENNETH A |       |       |           |                  |
| Tax Realty Transfer | 26907               | 16925 | 00009 | 03:28:46p | 140.00           |
|                     | DR-ENGLISH DENNIS H |       |       |           |                  |
|                     | IN-ROMANO KENNETH A |       |       |           |                  |

302.00

Collected Amounts

| Payment Type | Amount |
|--------------|--------|
| 1-Cash       | 162.00 |
| 3-RettCash   | 140.00 |
|              | 302.00 |

|                        |        |
|------------------------|--------|
| Total Received :       | 302.00 |
| Less Total Recordings: | 302.00 |
| Change Due :           | .00    |

Thank You  
JERRY TVSKIEWICZ - Department of Real Estate

By - Theresa Greil

Receipt# Date Time  
3299763 08/30/2017 03:28p



\*-----\*

DEPARTMENT OF REAL ESTATE

Department of Real Estate  
 101 County Office Bldg - 542 Forbes Avenue  
 542 Forbes Avenue  
 PITTSBURGH, PA 15219

Issued to:  
 CUSTOMER

PITTSBURGH, PA 15219

Recording Fees

| Filing Type         | Number | Volm  | Page  | Time      | Recording Amount |
|---------------------|--------|-------|-------|-----------|------------------|
| Deed                | 26907  | 16925 | 00009 | 03:28:46p | 162.00           |
| DR-ENGLISH DENNIS H |        |       |       |           |                  |
| Tax Realty Transfer | 26907  | 16925 | 00009 | 03:28:46p | 140.00           |
| DR-ENGLISH DENNIS H |        |       |       |           |                  |

Collected Amounts

| Type   | Amount |
|--------|--------|
| 1-Cash | 162.00 |
|        | 140.00 |
|        | 302.00 |

|                        |        |
|------------------------|--------|
| Total Received :       | 302.00 |
| Less Total Recordings: | 302.00 |
| Change Due :           | .00    |

Thank you  
 JERRY TYSKIEWICZ - Department of Real Estate

\*-----  
Official Receipt for Recording in:

Department of Real Estate  
101 County Office Bldg - 5  
542 Forbes Avenue  
Pittsburgh, PA 15219

Issued To:  
CUSTOMER

PITTSBURGH PA 15219

\*-----  
Recording Fees

Filing Type

Number Volm Page Time

\*-----  
Deed

26907 16925 00009 03:28:46p  
DR-ENGLISH DENNIS H  
IN-ROMANO KENNETH A

Tax Realty Transfer

26907 16925 00009 03:28:46p  
DR-ENGLISH DENNIS H  
IN-ROMANO KENNETH A

\*-----  
Collected Amounts

Payment

Type

\*-----  
1-Cash  
3-RetCash

Total Received :  
Less Total Recordings:

Change Due :  
:

Thank You  
JERRY TYSKIEWICZ - Department of Real Estate  
By - Theresa Grell

Receipt# Date Time  
3299763 08/30/2017 03:28p

# This Indenture

Made the 18 day of May in the year of our Lord,  
one thousand nine hundred and seventy-two (1972),

Between MAURICE G. FEY and MARY L. FEY, his wife, of the Township of Wilkins,  
County of Allegheny and Commonwealth of Pennsylvania,

parties of the first part and

KENNETH A. ROMANO, single, of the Township of Wilkins, County of Allegheny  
and Commonwealth of Pennsylvania,

part y of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of

FOURTEEN THOUSAND FIVE HUNDRED & NO/100 \$14, 500.00 DOLLARS

to them now paid by the said part y of the second part, do grant, bargain, sell and  
convey unto the said part y of the second part, his heirs and assigns,

All that certain lot or piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at an iron pin at the intersection of the Northeasterly line of land now or formerly of J. Fankhauser, et al, with the Westerly line of Edgewood Country Club; thence from said point of beginning, North 11° 49' West, along the Westerly line of land now or formerly of Edgewood Country Club, 193.90 feet to the Southerly side of a 30 foot private road known as Leax Lane; thence along said side of said private road known as Leax Lane, South 72° West, a distance of 131.41 feet to an angle in said side of said private road known as Leax Lane; thence continuing along the Southerly side of said private road known as Leax Lane, South 50° 31' West, 69.66 feet to a point, which point is described in Deed from Henry G. Leax and Alberta Leax, his wife, to John R. Leax and Ruth E. Leax, his wife, recorded in Deed Book Volume 2967, page 260, as being "South 64° 21' East, 36.93 feet from a stone monument"; thence by a line partly along said line of land now or formerly of J. Fankhauser, et al, South 64° 21' East, 242.27 feet to the iron pin at the place of beginning. The above description prepared according to survey dated February, 1947 by Paul B. Reed for Frank M. and Dorothy E. Cramer and John R. and Ruth E. Leax.

TOGETHER WITH the use of a certain spring, as set forth in Agreement between Alberta Leax and John R. Leax and Ruth E. Leax, his wife, dated October 13, 1951 and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 3151, page 490, and as revised in the Agreement between William F. Leax, et ux, Glendon A. Ross, et ux, and Durbin W. Green, et ux, dated July 9, 1956 and recorded in Deed Book 3589, page 664.

TOGETHER WITH the use of the private road known as Leax Lane, as set forth in a certain indenture executed by William F. Leax, et al, dated October 13, 1951 and recorded in the Recorder's Office of Allegheny County on October 29, 1951, Instrument No. 71606.

SUBJECT TO conditions, exceptions, reservations and restrictions as contained in prior instruments of record.

40 BEING the same premises which Durbin W. Green, et ux, by their deed dated February 29, 1960 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, granted in Deed Book Volume 3816, page 483, unto the Grantors herein.

|                            |  |               |  |
|----------------------------|--|---------------|--|
| TOWNSHIP OF<br>WILKINS     |  | No. 866       |  |
| DEED TRANSFER<br>TAX STAMP |  |               |  |
| DATE 5-19-1972             |  |               |  |
| RECEIVED                   |  | /100          |  |
| 72.50                      |  | J. Epler - DM |  |
| AGENT                      |  |               |  |

CHURCHILL AREA SCHOOLS  
Wilkins Township School District in Churchill Borough, in  
Wilkins Township and in Chalfant Borough and Forest Hills  
Borough School District

REALTY TRANSFER TAX

No. 4789

Maurice J. Perry  
Grantor

72.50

Kenneth A. Romano  
Grantee

Received

Date 5-19-72

For J. Robert Maxwell

J. Epler - DM  
Description



with the appurtenances: **To Have and To Hold** the same unto and for the use of the said  
part y of the second part his heirs and assigns forever,

And the said parties of the first part,

for themselves, their heirs, executors and administrators covenant with the  
said part y of the second part his heirs and assigns against  
all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO  
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO RE-  
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE  
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF  
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE  
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the  
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded  
instruments, if any.]

Witness the hands and seals of the said parties of the first part.

Attest:

Maurice G. Fey

Mary L. Fey



**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE  
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF  
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION  
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL  
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH  
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED  
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION  
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania } ss.  
County of Allegheny }

On this the 18<sup>th</sup> day of May, A.D. 1972,  
before me, a Notary Public, the undersigned officer, personally appeared  
Maurice G. Fey and Mary L. Fey, his wife,  
(or satisfactorily proven) to be the persons whose names are subscribed to the within instrument  
and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(Title of Officer)

My commission expires

CARL J. GRASMA, NOTARY PUBLIC  
MONROEVILLE BOROUGH  
ALLEGHENY COUNTY  
MY COMMISSION EXPIRES SEPT. 1, 1975

Commonwealth of Pennsylvania

County of Allegheny

ss.

On this 18 day of MAY  
A.D. 19 72, before me 1 Notary Public  
in and for said County

came the above named  
MAURICE G. FEY

and acknowledged the foregoing Indenture to be

his act and deed, to  
the end that it may be recorded as such.

Witness my hand and

seal.

My Commission Expires 30 June 1974

State of

County of

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
before me

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the  
person whose name \_\_\_\_\_ subscribed to the  
within instrument and acknowledged that he  
executed the same for the purposes therein con-  
tained.

In Witness Whereof, I hereunto set my hand and  
official seal.

\_\_\_\_\_  
Title of Officer.

My Commission Expires \_\_\_\_\_

## Certificate of Residence

I,  
precise residence is

Witness my hand this

18

day of

do hereby certify that

May, 19 72.

Number

25750

Recorded

MAY 19 1972

RECORDED

Page

133

(Adopted)

Vol.

5088

From

Maurice G. Fey, et ux,

To

Kenneth A. Romano, single,

Fees, \$

MAIL TO:

PAPERICK AND GEFSKY

ATTORNEYS AT LAW

A PROFESSIONAL CORP.

NORTHERN PIKE PAVILION

MONROEVILLE, PENNA. 15146

P. O. Naly Co., Law Blank Publishers

425 Fourth Avenue, Pittsburgh, Pa. 15219

Copyright 1969 P. O. Naly Company

Commonwealth of Pennsylvania

County of ALLEGHENY

ss.

Recorded on this 19th day of May

A.D. 19 72, in the Recorder's office of the said County, in Deed Book,  
Volume 5088, page 133

Given under my hand and the seal of the said office, the day and year  
aforesaid.

\_\_\_\_\_  
Recorder.

**Board of Commissioners**  
Sylvia J. Martinelli, President  
Joseph D. Costa, Vice President  
Michael Boyd  
Mark E. Wells  
Brittney Pepper



**Township Officers**  
Rebecca Vargo, Township Manager  
Michelle Criner, Treasurer  
John Rushford, Solicitor  
Randy Lamb, Police Chief  
Scott Matthews, Public Works

January 3, 2024

Mr. Matt Trepal, AICP, Manager  
Allegheny County Economic Development  
Koppers Building Suite 500  
436 Seventh Avenue  
Pittsburgh, PA 15219

RE: Romano Consolidation Plan  
320 Leax Lane Turtle Creek, PA 15145

Dear Mr. Trepal,

Please find enclosed a copy of the application for consolidation submitted on behalf of Kenneth A. Romano. The purpose of this plan is to consolidate two (2) abutting parcels, 320 Leax Lane, Lot/Block 453-J-10 and Lot/block 372-M-4, all located within the Township of Wilkins. The plan proposes to consolidate the 23,354.33 of these parcels into one.

In addition to the completed application, please find enclosed the plan of consolidation which was prepared by Mr. Dennis Dull of Dennis Dull Land Surveying.

Please review this information and return all comments to my attention. If you have any questions, please contact me at the number listed below or via email at ([tsaunders@wilkinstownship.com](mailto:tsaunders@wilkinstownship.com)).

Sincerely,

***TOWNSHIP OF WILKINS***

Tim Saunders  
Assistant Manager

**Board of Commissioners**  
Sylvia J. Martinelli, President  
Joseph D. Costa, Vice President  
Michael Boyd  
Mark E. Wells  
Brittney Pepper



**Township Officers**  
Rebecca Vargo, Township Manager  
Michelle Criner, Treasurer  
John Rushford, Solicitor  
Randy Lamb, Police Chief  
Scott Matthews, Public Works

January 3, 2024

Mr. Robert Arnold, P.E.,  
HRG, Inc.  
200 West Kensinger Dr., Suite 100  
Cranberry, PA 16066

RE: Romano Consolidation Plan  
320 Leax Lane Turtle Creek, PA 15145

Dear Mr. Arnold,

Please find enclosed a copy of an application for consolidation submitted on behalf of Kenneth A. Romano. The purpose of this plan is to consolidate two (2) abutting parcels, 320 Leax Lane, Lot/Block 453-J-10 and Lot/block 372-M-4, all located within the Township of Wilkins. The plan proposes to consolidate the 23,354.33 square feet of these parcels into one.

In addition to the completed application, please find enclosed the plan of consolidation which was prepared by Mr. Dennis Dull of Dennis Dull Land Surveying.

Please review this information and return all comments to my attention. If you have any questions, please contact me at the number listed below or via email at ([tsaunders@wilkinstownship.com](mailto:tsaunders@wilkinstownship.com)).

Sincerely,

***TOWNSHIP OF WILKINS***

Tim Saunders  
Assistant Manager



COUNTY OF



ALLEGHENY

SARA INNAMORATO  
COUNTY EXECUTIVE

January 19, 2024

Rebecca Vargo  
Township Manager  
Township of Wilkins  
110 Peffer Road  
Turtle Creek, PA 15145-1192

Project: **Romano Consolidation Plan**  
Location: 320 Leax Lane  
Description: Lot Consolidation (R-2 District)  
Area: .536 acres  
ACED File#: 24-002 SU

Dear Ms. Vargo:

We received the above-referenced application on January 9, 2024 for the consolidation of parcel ID #s 372-M-4 and 453-J-10 in Wilkins Township. We have reviewed the application and offer no comments at this time.

Should you have any questions, please contact Natalia Cains Febles at 412-350-4356 or by e-mail at [Natalia.CainsFebles@AlleghenyCounty.US](mailto:Natalia.CainsFebles@AlleghenyCounty.US).

Sincerely,

Matthew T. Trepal, AICP  
Manager, Planning Division

MTT:NCF



Herbert, Rowland & Grubic, Inc.  
220 West Kensinger Drive, Suite 100  
Cranberry Township, PA 16066  
724.779.4777  
www.hrg-inc.com

Via Email

January 26, 2024

Mr. Tim Saunders  
Assistant Township Manager  
Township of Wilkins  
110 Pepper Road  
Turtle Creek, Pennsylvania, 15145

**Re: Romano Consolidation Plan  
Plan Review 01  
Wilkins Township, Allegheny County, PA**

Dear Mr. Saunders:

Herbert, Rowland & Grubic, Inc. (HRG) has received the following materials related to the referenced subdivision.

- **Romano Consolidation Plan**, prepared by Dennis Dull Land Surveying and dated October 5, 2023.
- **Allegheny County Subdivision and Land Development Review Application**, prepared by Kenneth A. Romano and dated December 29, 2023.
- **Sales Agreements and Deeds for Parcels 453-J-10 and 372-M4.**

The materials listed above were received by HRG on January 22, 2024.

As requested, we have completed a review of the submitted information with respect to the Subdivision and Land Development Ordinance (Chapter 385), and Zoning Ordinance (Chapter 450). The comments below are based on the review of the listed submitted material. The comments do not address specific requirements that other regulatory agencies such as the Pennsylvania Department of Environmental Protection (PADEP), PennDOT, or the Allegheny County Conservation District may have, although permits or approval letters from these agencies may be required as a condition of plan approval.

#### **COMMENTS RELATED TO SUBMISSION:**

1. The parcel owners' address must be listed on the Plan [§385-17 B.(4)].
2. The final plan must be prepared and formatted in conformance with current requirements of the Allegheny County Planning Department and Recorder of Deeds [§385-17 A.].
3. The residence of 320 Leax Lane must be designated as an existing nonconforming structure as it is within the required front yard setback.
4. We would recommend adding the full titles of all entities in the "seal" area of the Plan, such as "Township Engineer", "Wilkins Township Planning Commission", etc.

5. There are numerous typographical errors that must be corrected, including:
  - a. The word "combine" in the purpose statement.
  - b. "Allegheny" in the title block.
  - c. "Margaret" in the title block.
  - d. The name of the owners of parcel 453-J-64.

We would recommend that the Applicant review the Plan for any others.

HRG's review of this project and comments provided herein do not preclude the Applicant from any requirements or submissions requested or directed by other entities having jurisdiction over all or portions of this work, including, but not limited to PADEP, PennDOT, the Allegheny County Conservation District, etc. The licensed professional engineer/surveyor whose seal appears on the drawings and documents for this project remains responsible for the ultimate compliance of these facilities with regulatory and engineering standards. HRG, on behalf of the Township, reserves the right to review any subsequent submissions related to this project.

If you have any questions regarding these comments, please do not hesitate to call me.

Sincerely,

Herbert, Rowland & Grubic, Inc.



Robert L. Arnold, P.E.  
Team Leader | Civil

RLA/JFZ/kmg  
R006303.0426

project\0063\006303\_0426\320 leax lane subdivision\2024.01.26 romano pr01.docx

**Board of Commissioners**  
Sylvia J. Martinelli, President  
Joseph D. Costa, Vice President  
Michael Boyd  
Mark E. Wells  
Brittney Pepper



**Township Officers**  
Rebecca Vargo, Township Manager  
Michelle Criner, Treasurer  
John Rushford, Solicitor  
Randy Lamb, Police Chief  
Scott Matthews, Public Works

February 20, 2024

Mr. Kenneth A. Romano  
320 Leax Ln.  
Turtle Creek, PA 15145

**RE: 320 Leax Lane Consolidation Plan**

Mr. Romano,

Please find the enclosed comment letters from both the Township's Engineer and Allegheny County. The engineer's letter details five (5) items in need of correction to the plan. The County offered no comment. Once the 5 comments have been addressed, please submit the updated plan so that we may get that to everyone involved with reviewing it. The next scheduled meeting for the Planning Commission is Wednesday March 20th at 7pm.

Respectfully,

Tim Saunders  
Assistant Manager/Building Code Official  
Township of Wilkins



Herbert, Rowland & Grubic, Inc.  
220 West Kensinger Drive, Suite 100  
Cranberry Township, PA 16066  
724.779.4777  
www.hrg-inc.com

Via Email

March 19, 2024

Mr. Tim Saunders  
Assistant Township Manager  
Township of Wilkins  
110 Pepper Road  
Turtle Creek, Pennsylvania, 15145

Re: Romano Consolidation Plan  
Plan Review 02  
Wilkins Township, Allegheny County, PA

Dear Mr. Saunders:

Herbert, Rowland & Grubic, Inc. (HRG) has received the following materials related to the referenced subdivision.

- **Romano Consolidation Plan**, prepared by Dennis Dull Land Surveying, revised and dated March 11, 2024.

The materials listed above were received by HRG on March 18, 2024.

As requested, we have completed a review of the submitted information with respect to the Subdivision and Land Development Ordinance (Chapter 385), and Zoning Ordinance (Chapter 450). The comments below are based on the review of the listed submitted material. The comments do not address specific requirements that other regulatory agencies such as the Pennsylvania Department of Environmental Protection (PADEP), PennDOT, or the Allegheny County Conservation District may have, although permits or approval letters from these agencies may be required as a condition of plan approval.

#### COMMENTS RELATED TO SUBMISSION:

1. Just a reminder that the final plan must be prepared and formatted in conformance with current requirements of the Allegheny County Planning Department and Recorder of Deeds [§385-17 A.].
2. There are still a number of typographical errors that must be corrected prior to recording, including:
  - a. "201\_\_\_\_" in the year designation in the County Recording declaration.
  - b. "existing" in the existing nonconforming structure note.
  - c. "Recorded in the.." is typed twice in the County Recording declaration.
  - d. "Realestate" is shown as one word in the County Seal title.

We would recommend that the Applicant review the Plan for any others.

Based upon the fact that the typographical errors are not substantive in nature but are to be corrected prior to Recording of the Plan, HRG would support a recommendation for approval contingent upon their resolution.

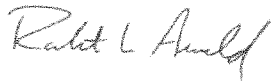
Mr. Tim Saunders  
Wilkins Township  
March 19, 2024  
Page 2

HRG's review of this project and comments provided herein do not preclude the Applicant from any requirements or submissions requested or directed by other entities having jurisdiction over all or portions of this work, including, but not limited to PADEP, PennDOT, the Allegheny County Conservation District, etc. The licensed professional engineer/surveyor whose seal appears on the drawings and documents for this project remains responsible for the ultimate compliance of these facilities with regulatory and engineering standards. HRG, on behalf of the Township, reserves the right to review any subsequent submissions related to this project.

If you have any questions regarding these comments, please do not hesitate to call me.

Sincerely,

Herbert, Rowland & Grubic, Inc.

A handwritten signature in black ink, reading "Robert L. Arnold". The signature is written in a cursive, flowing style.

Robert L. Arnold, P.E.  
Team Leader | Civil

RLA/JFZ/kmg  
R006303.0426

project\0063\006303\_0426\320 leax lane subdivision\2024.03.19 romano pr02.docx

February 16, 2024

*Via U.S. First Class Mail*

Tim Saunders, Assistant Manager/Building Code Official  
Wilkins Township  
110 Pepper Road  
Turtle Creek, PA 15145

**Re: Conditional Use Application for a Private School  
703 Rodi Road**

Dear Mr. Saunders:

Our Firm represents Advancing Youth Initiative, a Pennsylvania nonprofit corporation ("Developer") and submits this application to Wilkins Township ("Township") for a Conditional Use for property located at 703 Rodi Road, Pittsburgh, PA 15235, currently identified by the Allegheny County Department of Real Estate as Block and Lot No. 0452-B-00010-0001-00 ("Property"), which contains an office building and accessory parking lot. The Property is in the C Commercial District (labeled as C-1 Commercial on the Zoning Map) established and regulated by Chapter 450 of the Code of the Township of Wilkins, "Zoning" ("Zoning Ordinance"). Enclosed is a check for the required fee for a conditional use application.

The Property consists of approximately 3.2707 acres. It is currently owned by D'Andrea Family Revocable Trust which has authorized this application by signing the Application form attached as **Exhibit A**. The proposed principal use of the Property is for a "Private School" which is permitted by conditional use in the C Commercial District according to Section 450-11(E)(4) of the Zoning Ordinance. The Property has been selected as the location of a charter school known as The Charter School for Entrepreneurs – Dominus High School ("Charter School"). The charter granted by the Woodland Hills School District is attached hereto as **Exhibit B**.

The Zoning Ordinance does not define "Private School." Following a recommendation from the Planning Commission, the Board of Commissioners ("Board") granted a conditional use approval for another charter school and classified it as a "Private School" under the terms of the Zoning Ordinance. *In Re: L.I.F.E. Male STEAM Academy* (July 12, 2021). Moreover, the National Labor Relations Review Board has jurisdiction over labor relations matters within a charter school because a charter school is not created directly by a public entity but by private individuals as a nonprofit corporation. *The Pennsylvania Virtual Charter Sch.*, 364 NLRB 1118 (2016). Finally, there are no specific, objective criteria in the Zoning Ordinance for a "Private School" conditional use. As such, a building occupied by the Charter School is a "Private School" consistent with the Board's prior interpretation of this undefined term.

Tim Saunders, Property Maintenance Officer  
February 16, 2024  
Page 2

To provide more information regarding this proposed use, please see the Narrative attached hereto as **Exhibit C**. Finally, in accordance with Section 450-48(B) of the Zoning Ordinance, copies of a site plan and supporting data as well as the assessment map are included herewith as **Exhibit D**.

Thank you for your attention to this conditional use application.

Very truly yours,

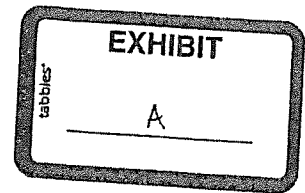
A handwritten signature in dark ink, appearing to read 'R. Max Junker', is written over a faint, light-colored signature line.

Robert Max Junker

Enclosures and Attachments

cc: Dr. Wayne Jones, Advancing Youth Initiative (with Attachments)  
Chad Chalmers, AIA, NCARB, LEED AP (with Attachments)





**TOWNSHIP OF WILKINS**

110 PEPPER ROAD  
TURTLE CREEK, PA 15145  
412-824-6650 X13

Check #1069  
2-15-24 \$1,100

**Application for a Conditional Use**

Applicant's Name Advancing Youth Initiative

Applicant's Address 2501 Main Street, Pittsburgh, PA 15235

Applicant's Phone Number (412) 793-6471 ext 238

Address of Property for which  
Conditional Use is Requested 703 Rodi Road, Pittsburgh, PA 15235

Block & Lot Number 452-B-10-0001

Zoning District for this Property C-1 Commercial

Conditional Use Designation Requested Private School

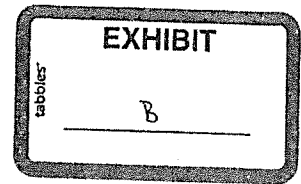
Name of Property Owner D'Andrea Family Revocable Trust

Address of Property Owner 6136 Heberton Dr., Verona, PA 15147-3526

Phone Number of Property Owner 412-721-9054

Signature of Applicant Wayne Jones

Signature of Property Owner [Signature]



**Charter to operate a public school known as  
The Charter School for Entrepreneurs**

WHEREAS, the Woodland Hills School District (hereinafter "School District") is a school district organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, individuals submitted a charter application for The Charter School for Entrepreneurs on 7/28/23; and

WHEREAS, the School District conducted a comprehensive review and recommended that the Charter School be granted a charter; and

WHEREAS, the Board of Public Education of the School District passed a resolution at its Legislative Meeting on August 16, 2023, accepting the Charter School's initial application as presented; and

WHEREAS, pursuant to the authority vested in the Board of Public Education of the School District, under the Public School Code of 1949, as amended, and the Charter School Law, 24 P.S. §§ 17-1701-A – 17-1732-A, as amended, in accordance with 24 P.S. § 17-1720-A, the Board of Trustees of the Charter School is hereby granted a Charter to operate a public charter school to serve grades Ninth (9<sup>th</sup>) through Twelfth (12<sup>th</sup>), at 703 Rodi Road, Pittsburgh PA 15235 to be known as The Charter School for Entrepreneurs or Dominus High School for a five (5) year term.

THEREFORE, it is specifically understood and agreed between the Board of Trustees of the Charter School and the Board of Public Education of the School District that:

1. The Charter School will operate the charter school in accordance with the provisions of the Charter School Law, 24 P.S. § 17-1701 et seq., and any applicable amendments thereto enacted during the term of this Charter and any regulations applicable to charter

schools. Further, the Charter School shall fully and faithfully comply with the representations and assurances made in its Application for a Charter School submitted on 7/28/23.

The application is hereby incorporated into this agreement.

2. The renewal of this Charter is specifically contingent upon operation of the Charter School for grades Ninth (9th) through Twelfth (12th) in material compliance with the terms of this Charter. However, the School District agrees to provide written notice and thirty (30) days to cure to the Charter School should it believe the Charter School is not fulfilling the terms of paragraphs 6, 8 and 13 herein.

3. The Charter School shall function under the names of "The Charter School for Entrepreneurs" or "Dominus High School" only. The Charter School shall not change its name without prior written consent of the Board of Public Education which shall not be unreasonably withheld, conditioned or delayed.

4. This Charter constitutes a legally binding document for a time period commencing on July 1, 2024 and ending on June 30, 2029. The Charter School shall notify the School District by December 31, 2023 if it has opted to defer commencement of the Charter for one year. If the Charter School provides written notice of such deferral by December 31, 2023, the term of the Charter shall commence on July 1, 2025 and end on July 30, 2030. The Charter may then be further renewed by action of the Board of Public Education for additional five (5) year periods after a comprehensive review or such other period of time as may be required by the Charter School Law and any applicable amendments thereto enacted during the term of this Charter. Upon any renewal, a new Charter shall be executed by the parties.

5. All persons elected or appointed as members of the Board of Trustees for the Charter School shall serve without pay and shall not engage in any business transaction with, be employed by, or receive any payment for services rendered to the Charter School during said term of this Charter to the extent these actions are prohibited by the Public Official and Employee Ethics Act, 65 Pa.C.S. § 1101, et seq.

6. The mechanism for the selection of the members of the Board of Trustees of the Charter School shall be in accordance with the Board of Trustees' Articles of Incorporation or Bylaws, as may be amended from time to time. The Charter School shall provide the School District with copies of any amended Articles of Incorporation or Bylaws within thirty (30) days of amendment.

7. The Charter School Board of Trustees shall conduct all of its meetings in compliance with the Sunshine Act, 65 Pa.C.S. §§ 701-716.

8. The Charter School Board of Trustees shall approve financial statements at public meetings.

9. The Charter School shall not add additional educational facilities at non-contiguous locations other than 703 Rodi Road, Pittsburgh PA 15235, without the consent of the School District, which shall not be unreasonably withheld, conditioned or delayed. Nothing in this paragraph shall prevent the Charter School from adding additional property or facilities without the consent of the School District where the primary purpose of such property or facilities is not educational and/or does not increase the number of School District students enrolled in the Charter School.

10. The Board of Trustees of the Charter School and the School District will cooperate with each other in the schedule for transportation service, if any, in accordance with the Pennsylvania Charter School Law and applicable regulations. Such cooperation may include, but shall not be limited to, the School District outsourcing its transportation obligation to the Charter School for a reasonable fee.

11. The Charter School recognizes the School District is to have ongoing reasonable access to records and facilities of the Charter School to ensure that the Charter School is in compliance with its Charter and the law, and that the requirements for testing, civil rights and student health and safety are being met. The Charter School understands that the School District may conduct periodic site visits. Ongoing reasonable access to a Charter School's records means that the School District shall have access to records including, but not limited to, financial reports, financial audits, aggregate standardized test scores without student identifying information and teacher certification records. Written requests for access to the specific items on this list are to be answered by the Charter School within a reasonable period of time. When the School District believes it needs other records and documents to meet its oversight responsibilities, the School District will submit a written request to the Charter School, and the Charter School will provide access to, or copies of, such records within a reasonable period of time unless providing access or copies of such records would violate applicable law including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99. Financial management reviews may be performed periodically to ensure that the Charter School is meeting generally accepted standards of fiscal management and audit requirements.

12. The Charter School shall comply with the Individuals with Disabilities Education Act ("IDEA") and Chapter 711 of the Pennsylvania Code regarding Charter School Services and Programs for Children with Disabilities.

13. The Charter School shall comply with the applicable requirements of the Every Student Succeeds Act ("ESSA") or any successor legislation.

14. The Board of Trustees of the Charter School shall ensure that its school staff complies with certification requirements established by Section 17-1724-A of the Pennsylvania Charter School Law.

15. If more students apply to the Charter School than the number of attendance slots available, the Charter School shall select students on a random basis from a pool of qualified applicants meeting the established eligibility criteria and submitting an application by the deadline established by the Charter School. The Charter School agrees to enroll no more than thirty percent (30%) of its students from the School District.


16. This Charter shall be terminated only in accordance with the provisions of applicable law or by voluntary surrender approved by the Board of Trustees of the Charter School. Any determination by the School District to renew or not to revoke this Charter following a material violation of this Charter shall not serve as a waiver as to the School District's discretion to not renew or revoke the Charter following any subsequent material violations of the Charter or as a waiver for the School District to choose to revoke or not renew this Charter based upon applicable law. In the event that this Charter is terminated or voluntarily surrendered, then in a manner consistent with the applicable law, after the disposition of any liabilities and obligations of the Charter School, any remaining assets of the

Charter School shall be distributed on a proportional basis to the school entities with students enrolled in the Charter School for the last full or partial school year.


17. The Charter School fully understands that in cases where the health or safety of the school's pupils, staff, or both is at serious risk, the School District may take immediate action to revoke the Charter pursuant to the processes and procedures outlined in Pennsylvania's Charter School Law, as amended.

WHEREFORE, the undersigned, intending to be legally bound hereby set their hands this 1<sup>st</sup> day of November, 2023.

ATTEST:

  
Dr. Daniel Castagna  
Superintendent of Schools

WOODLAND HILLS SCHOOL DISTRICT

By:   
Carlton Scott  
President of the Board

ATTEST:

BOARD OF TRUSTEES OF THE CHARTER  
SCHOOL FOR ENTREPRENEURSHIP

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

November 2, 2023

**Via Electronic Mail**

Dr. Daniel Castagna  
Superintendent  
Woodland Hills School District  
531 Jones Avenue  
North Braddock, PA 15104

**Re: Dominus High School  
Option to Defer Commencement of Charter for One Year**

Dear Dr. Castagna:

Pursuant to Paragraph 4 of Dominus High School's (the "Charter School") Charter Agreement, I am writing to notify you that the Charter School has opted to defer commencement of its Charter for one year. As a result of this notice, the term of the Charter School's Charter shall commence on July 1, 2025 and end on July 30, 2030. The Charter may then be further renewed by action of Woodland Hills School District's Board of Public Education for additional five (5) year periods after a comprehensive review or such other periods of time as may be required by the Charter School Law and any applicable amendments thereto enacted during the term of this Charter.

If you have any questions regarding this matter, please do not hesitate to contact me directly.

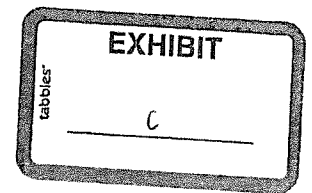
Sincerely,



Dr. Wayne Jones  
Dominus High School  
Member, Founding Coalition

cc: Matthew Racunas, Esquire (via Electronic mail)  
Joshua E. Pollak, Esquire (via Electronic Mail)





### Narrative

The mission of the Advancing Youth Initiative ("AYI") is to support the health, welfare, and educational interests of the existing Penn Hills Charter School of Entrepreneurship and the recently chartered The Charter School for Entrepreneurs – Dominus High School. AYI will lease the property at 703 Rodi Road from the current owner and then sub-lease the property Dominus High School, a charter school authorized by the Woodland Hills School District that engages students in entrepreneurial learning to prepare them for career ownership.

Dominus High School's mission is to engage students in entrepreneurial learning experiences to prepare them for career ownership. Dominus will serve students in 9-12, beginning with an inaugural class of 9th graders and adding one additional grade annually. Every aspect of Dominus has been engineered to nurture and empower the next generation of entrepreneurial talent. Our curriculum will be infused with project-based learning opportunities that challenge students to apply their theoretical knowledge to solving real-world problems. Key components include:

- **Entrepreneurial Pathways:** Students will select an entrepreneurial pathway from one of six industries: retail, culinary, healthcare, arts & media, law & investing, and technology. Students will take industry-aligned courses and develop a complete business plan that aligns with their chosen pathway.
- **Core Entrepreneurship Courses:** Courses will be offered each quarter in the following subject areas: Market Research, Public Speaking and Communication, Marketing and sales, and Finance and Management.
- **Business Incubators/Accelerators:** Incubator and accelerator programs will connect students with industry professionals who will provide weekly mentorship and support throughout their entrepreneurial journey. The accelerator program will offer an advanced opportunity for students who demonstrate proficiency in business plan development and complete a rigorous application.
- **Field Work/Apprenticeship:** Students will gain insights into the local entrepreneurial ecosystem and build skills in business strategy and problem-solving by completing fieldwork within their chosen entrepreneurial pathway.

The facility is an 80,000 square foot office building located on Rodi Road in Wilkins Township, a vacant corporate office suite. AYI has negotiated and signed a letter of intent with the building's owner for an initial 5-year lease, with the option to purchase the facility at the end of that term. Just as government-operated schools use bonds to finance schools, Dominus High School, with the support of the AYI, will use its credit to provide the financial backing to the school to lease the proposed facility. The school's lease rate is based on the actual costs to purchase, construct, or renovate the school building and associated land. Required upgrades to meet the current code will be performed by the landlord in consultation with AYI before occupancy.

AYI engaged local architecture firm Wildman Chalmers Design to complete a feasibility study and concept design reimagining the current building as a state-of-the-art vertical campus designed to complement Dominus' unique entrepreneurial curriculum. The facility will offer many features that distinguish it from traditional public schools. Highlights of the design include:

- Technology-enriched spaces throughout the facility, including a media arts studio, health sciences lab, makerspace, fabrication lab, and workshops.
- Combined cafeteria and learning space where culinary entrepreneurship students can prepare and serve meals.
- Retail store where students can sell items they create.
- Designated areas for business pitch events/expos.
- Open-air “learning stairway” with flex space to facilitate collaboration across grades and learning pathways.
- Separate sub-leased co-working space for local entrepreneurs.

The renovation project is broken up into four phases, with final completion targeted for Fall 2028. Phase 1 will include full renovation of the building’s first two floors (approximately 30,000 square feet) in time for the start of the 2025-2026 school year. Sigal Development Services LLC provided a detailed independent construction estimate for the interior buildout, which is the basis for the capital expenses included in the project budget.

Dominus High School will optimize the potential environmental return on embodied carbon through the adaptive reuse of an existing facility. With the potential for an over 90% diversion of waste production, the project reflects the movement toward sustainability in modern office environments. Further attention will be paid to selecting materials and furniture that meet requirements for sustainability and maintaining existing materials and finishes where possible. These steps will reduce the impact of VOCs, increase the life of the embodied carbon inherent in the building, and encourage the avoidance of Red List items.











## **SHORT TERM RENTALS (STR)**

### **Possible Requirements?**

- **Township Occupancy Inspections must be performed and pass with an Occupancy Permit being issued prior to a property becoming a STR or when new renters occupy the property.** *The Township's current Ordinance states that properties cannot be inspected more than once every two (2) years. In regards to long term rentals, an inspection is still not required in those two (2) years after a property passes regardless of how many tenant changes that may occur in that time. Any tenant change after that two (2) year time frame necessitates an inspection to be scheduled, performed and pass. Perhaps an annual inspection for STRs should occur?*
- **Must obtain an annual rental license.** *Currently the Township accepts rental registration forms as the license. These registration forms list the owner's contact info as well as the current tenant names*
- **Guest limit 2 people per bedroom.** *The Township's current Ordinance prohibits persons not within the 2<sup>nd</sup> degree of kinship from occupying the same property as this does not constitute a "family" or "single, nonprofit housekeeping unit". This basically means unrelated persons cannot occupy different bedrooms of the same property at the same time*
- **Bedrooms shall be a minimum of 70 square feet in size**
- **Parking plan - 1 off street parking space per bedroom & no parking on the grass**
- **List of emergency contact(s) visible at all times from the exterior of the home.** *Contact(s) must be available 24/7 to address any issues at the property. Current Township Ordinance states that the property owner must appoint a manager for the property if three (3) or more violation notices are issued for the property within a two (2) year period. The appointed manager must either reside in the Township or within fifteen (15) miles of the Township*
- **Cap STR Permits to limit the number of permits given to STRs in each Zoning District**
- **\*No parties, events, weddings or outdoor gatherings for more than the maximum number of guests allowed at the property**
- **\*Renters only allowed to have guests between 8am-12am**
- **Must have specialized STR insurance and hold \$500,000 to \$3,000,000 in general liability**
- **No excessive noise. This is the responsibility of the emergency contact of the STR to ensure the Municipality's Noise Ordinance is complied with by renters**

- **Renters must be made aware of garbage & recycling pickup dates.** *The current Township Ordinance for garbage and recycling states that cans may only be placed by the curb no earlier than 5pm the day before pickup and must be removed from the curb within 24 hours after pickup*
- **Provide floor plan of property**
- **Provide proof of ownership**
- **Provide copy of tax certificate**
- **Hotel tax on STR properties (3%-8.5%)**
- **No STR within 500 feet of another STR property**
- **No exterior signage or outward appearance denoting that the property is a STR**
- **STR owners/operators must reside at the property for at least six (6) months in a twelve-month (12) period if renting just a room or portion of the property they are inhabiting.** *Township Ordinance currently states that owners who wish to rent out a portion of their home, while they are residing there, must first apply for and be granted a Special Exception by the Zoning Hearing Board before being allowed to do so*
- **Suspension or revocation of rental license for repeated violations.** *The Township would need to determine what the number of violations issued for a property would have to be or exceed in order to necessitate a license suspension or revocation*
- **Subleasing all or a portion of the property is prohibited**