

WEST DEER TOWNSHIP SUPERVISORS MEETING



December 20, 2017

6:00 p.m./Executive Session

6:30 p.m./2018 Budget/Regular Business Meeting

Members present:
Dr. DiSanti _____
Mr. Florentine _____
Mr. Guerre _____
Mrs. Hollibaugh _____
Mrs. Romig _____
Mr. Vaerewyck _____
Mr. Fleming _____

WEST DEER TOWNSHIP
Board of Supervisors
December 20, 2017

6:00 pm: Executive Session

6:30 pm: 2018 Budget/Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session Held
5. Registered Comments from the Public
6. Comments from the Public
7. 2018 Final Budget
 - Adoption: Resolution No. 2017-12 (2018 Budget)
8. Accept Minutes
9. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities & Payroll
 - D. Tax Refunds
10. Police Chief's Report
11. Building Inspector/Code Enforcement Officer's Report
12. Engineer's Report
13. Adoption: Ordinance No. 419 (Article III Charter Revisions)
14. Adoption: Ordinance No. 420 (Article III Charter Revisions)
15. Adoption: Ordinance No. 421 (Article IV Charter Revisions)
16. Adoption: Resolution No. 2017-13 (Vacant Property)
17. Adoption: Resolution No. 2017-14 (Secretarial Union Agreement)
18. Adoption: Resolution No. 2017-15 (Police Union Agreement)
19. Adoption: Resolution No. 2017-16 (Hire Public Works Laborer)
20. Adoption: Resolution No. 2017-17 (Hire Public Works Laborer)
21. Adoption: Resolution No. 2017-18 (Accept Firefighter Rosters for EIT Credit)
22. Acceptance: Gary Parrish Retirement
23. Acceptance: Parks & Recreation Board Member Resignation
24. Acknowledgement of Unsafe Structure: 71 Norris Lane
25. Advertisement: Bids for Demolition at 71 Norris Lane
26. Advertisement: Cedar Ridge Storm Sewer Lining
27. Committee Reports
28. Old Business
29. New Business
30. Set Agenda: Reorganization Meeting/Tuesday, January 2, 2018 @ 8 pm
31. Comments from the Public
32. Adjournment

1 Call to Order

2 Pledge of Allegiance

3 Roll Call - Mr. Mator...

4 Executive Session

REGISTERED COMMENTS FROM THE PUBLIC

- None

5

COMMENTS FROM THE PUBLIC

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

6

2018 FINAL BUDGET

THE 2018 BUDGET PROPOSES NO TAX INCREASES – THE REAL ESTATE TAX MILLAGE WILL REMAIN AT 2.99 MILS FOR THE 2018 TAX YEAR.

GENERAL FUND BUDGET

Revenues: \$ 5,820,831.62
Expenditures: \$ 5,820,831.62

STREET LIGHTING FUND BUDGET

Revenues: \$ 88,795.00
Expenditures \$ 88,495.25

FIRE TAX FUND BUDGET

Revenues: \$ 195,000.00
Expenditures: \$ 195,000.00

CAPITAL RESERVE FUND BUDGET

Revenues: \$ 484,117.63
Expenditures \$ 0

LIQUID FUELS FUND BUDGET

Revenues: \$ 432,272.53
Expenditures \$ 540,750.00

OPERATING RESERVE FUND BUDGET

Revenues: \$ 250.00
Expenditures: \$ 714,967.66

Con't on next page.....

7

RESOLUTION NO. 2017-12

A RESOLUTION ADOPTING THE 2018 BUDGET OF THE TOWNSHIP
OF WEST DEER, ALLEGHENY COUNTY, PENNSYLVANIA.

(RESOLUTION ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-12 – THE 2018 BUDGET.

MOTION SECOND AYES NAYES

DR. DISANTI	_____	_____	_____	_____
MR. FLORENTINE	_____	_____	_____	_____
MR. GUERRE	_____	_____	_____	_____
MRS. ROMIG	_____	_____	_____	_____
MR. VAEREWYCK	_____	_____	_____	_____
MRS.HOLLIBAUGH	_____	_____	_____	_____
MR. FLEMING	_____	_____	_____	_____

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-12**

**A RESOLUTION ADOPTING THE 2018 BUDGET OF THE TOWNSHIP
OF WEST DEER, ALLEGHENY COUNTY, PENNSYLVANIA.**

BE IT RESOLVED by the Board of Supervisors of the Township of West Deer, County of Allegheny, Commonwealth of Pennsylvania, and in accordance with the authority granted by the Laws of the Commonwealth of Pennsylvania, being but not limited to the applicable provisions of the Second Class Township Code and the West Deer Township Home Rule Charter, and as follows.

Section 1: The Board of Supervisors of West Deer Township prepared a proposed budget for all funds for year 2018, gave public notice, made the proposed budget available for public inspection, and held a public hearing in accordance with the Second Class Township Code and Home Rule Charter of West Deer Township.

Section 2: That for the revenues and expenditures of the fiscal year 2018 the following amounts are hereby projected and appropriated from the fund equities, revenues, and other financing sources available for the year 2018 for the specific purposes set forth:

GENERAL FUND BUDGET

Revenues:	\$	5,820,831.62
Expenditures:	\$	5,820,831.62

STREET LIGHTING FUND BUDGET

Revenues:	\$	88,795.00
Expenditures	\$	88,495.25

FIRE TAX FUND BUDGET

Revenues:	\$	195,000.00
Expenditures:	\$	195,000.00

CAPITAL RESERVE FUND BUDGET

Revenues:	\$	484,117.63
Expenditures	\$	0

LIQUID FUELS FUND BUDGET

Revenues:	\$	432,272.53
Expenditures	\$	540,750.00

OPERATING RESERVE FUND BUDGET

Revenues:	\$	250.00
Expenditures:	\$	714,967.66

Section 3: The West Deer Township Board of Supervisors hereby adopts the final budget as heretofore proposed. The Real Estate Tax millage will remain at 2.99 mils for the year 2018.

Section 4: This budget may be amended from time to time by the Board of Supervisors in accordance with the provisions of the Second Class Township Code and the West Deer Township Home Rule Charter. All budget amendments shall be adopted by resolution by the Board of Supervisors.

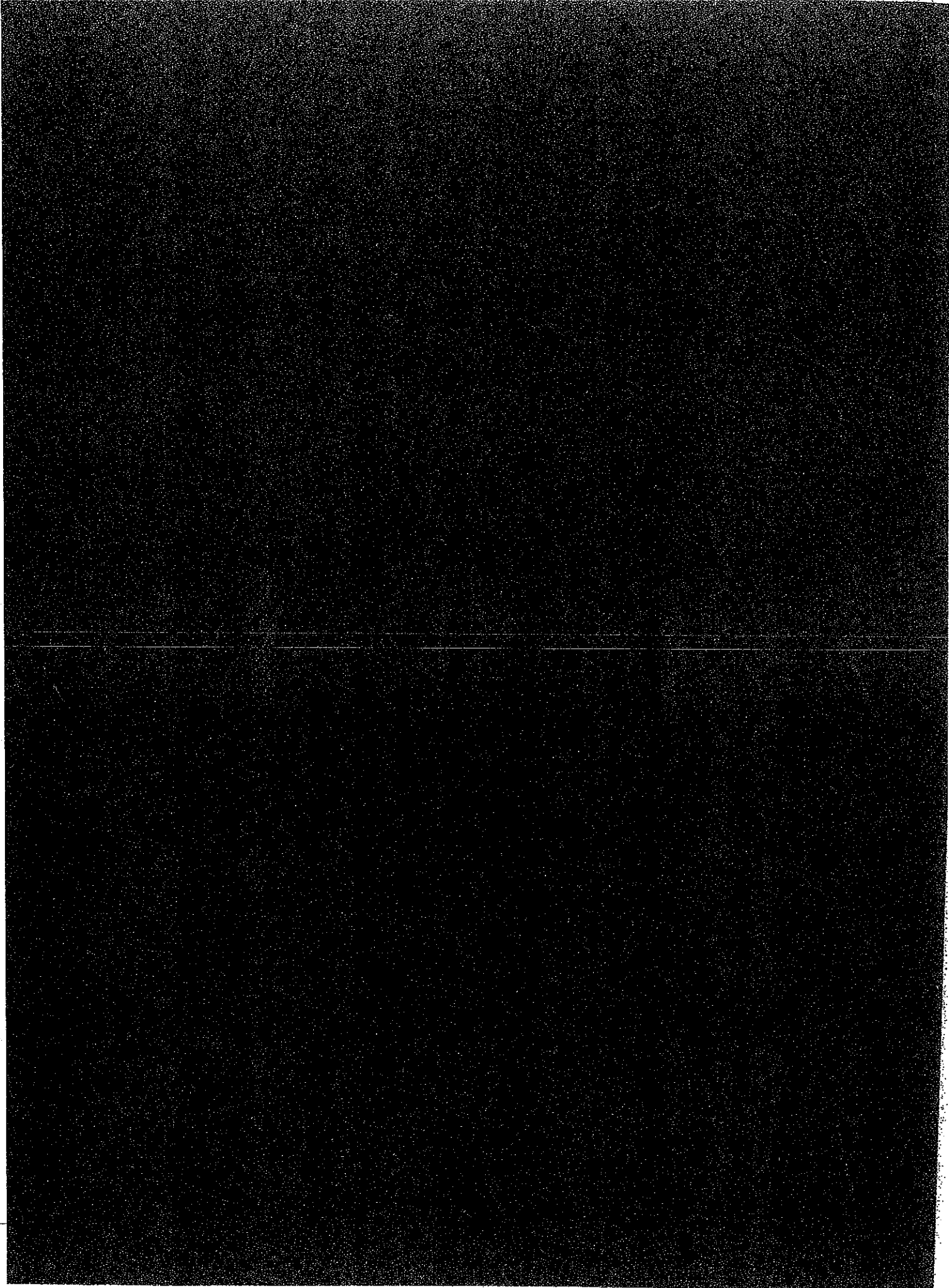
ADOPTED this 20 day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors



ACCEPT MINUTES

ATTACHED ARE THE MINUTES OF THE NOVEMBER 15, 2017 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT THE MINUTES OF THE NOVEMBER 15, 2017 MEETING AS PRESENTED.

MOTION SECOND AYES NAYES

MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLEMING	___	___	___	___



West Deer Township
Board of Supervisors
15 November 2017
6:30 p.m.

The West Deer Township Board of Supervisors held their Regular Business Meeting at the West Deer Township Municipal Building. Members present: Richard W. DiSanti, Jr., Vice Chairman; Leonard Guerre, Shirley Hollibaugh, and Joyce A. Romig. Members absent: Jeffrey D. Fleming, Chairman, Rick W. Florentine, and Gerry Vaerewyck. Also present were: Daniel J. Mator, Jr., Township Manager; Barbara Nardis, Finance Officer; Douglas Happel, representing Griffith, McCague, & Wallace; and Scott Shoup, representing Shoup Engineering.

PLEDGE OF ALLEGIANCE

Vice Chairman DiSanti opened and welcomed everyone to the meeting.

Roll Call taken by Mr. Mator – Quorum present.

Mr. Happel announced the Board held an Executive Session at 6:00 p.m. to discuss two personnel issues.

REGISTERED COMMENTS FROM THE PUBLIC

- Ms. Maureen McDonough, 542 Benjamin Street, addressed the Board as a follow-up to her driveway concern due to the paving on Benjamin Street. Ms. McDonough summarized her contact with the Township since last month when she attended the meeting.

She said that Mr. Yourish, Public Works Foreman, was in contact with her and explained the Township would like an outside company to make a specialized repair, but it was too late in the season. They would have to wait until spring to do the work.

Mr. Yourish explained the Public Works crew could use a propane torch and melt the asphalt to make driveway smoother. He stated that this would be similar to the process the outside companies would use.

Ms. McDonough expressed her concerns that this is a safety issue, and asked that something be done – even if only temporary – by the Public Works. It was agreed that Mr. Yourish and Mr. Shoup would see what could be done, and that they would repair the driveway if feasible.

Ms. McDonough's Power of Attorney was present and spoke on her behalf. She expressed gratitude to the Board and to the staff for their kindness and attention to the Ms. McDonough's concerns.

COMMENTS FROM THE PUBLIC

Vice Chairman DiSanti asked if there were any comments at this time on the agenda and public-related items and if so, asked the public to please approach the microphone, clearly state their name and address, and limit their comments to five (5) minutes.

- None

ACCEPT MINUTES

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to accept the minutes of the 18 October 2017 meeting as presented. Motion carried unanimously 4-0.

MONTHLY FINANCIAL REPORT

Mrs. Nardis read the following Finance Officer's Report:

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
31 October 2017

I - GENERAL FUND:

	<u>October</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	244,462.10	5,214,531.86	85.15%
Expenditures	452,6723.61	4,727,878.05	77.20%

Cash and Cash Equivalents:

Sweep Account	755,805.50	755,805.50
---------------	------------	------------

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

Sweep Account - Restricted	7,839.38
----------------------------	----------

Fire Tax Fund:

Sweep Account - Restricted	103,644.48
----------------------------	------------

State/Liquid Fuels Fund:

Sweep Account - Restricted	222,395.29
----------------------------	------------

333,879.15**Investments:****Operating Reserve Fund:**

Sweep Account - Reserved	704,617.55
--------------------------	------------

Capital Reserve Fund:

Sweep Account - Reserved	349,718.61
--------------------------	------------

1,054,336.16**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**

0.00	0.00
------	------

TOTAL CASH BALANCE 10/31/17**2,144,020.81****Interest Earned October 2017****247.10**

	<u>10/1/2017</u>	<u>October</u>	<u>10/31/2017</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	\$254,625.85	\$2,607.94	\$252,581.27

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to approve the Finance Officer's Report as submitted. Motion carried unanimously 4-0.

ANNOUNCEMENT: STREET LIGHT TAX

Vice Chairman DiSanti commented on the upcoming Budget Workshop in regard to the Street Light Assessment and pointed out the Board is not raising the Street Light Tax as was being rumored on Facebook.

LIST OF BILLS

Best Wholesale Tire Company, Inc.....	45.00
Diversified Storage Solutions Inc.....	11,062.27
Griffith, McCague & Wallace, PC.....	1143.32
Hei-Way, LLC.....	948.04
Highland Tire.....	2284.08
Jordan Tax Service, Inc.....	12401.46
Markl Supply.....	2494.14
Office Depot.....	142.70
Shoup Engineering, Inc.....	8692.75
Staley Communications.....	172.47
Team Force Inc.....	1040.00
The Lane Construction Corporation.....	1588.52
Walsh Equipment.....	5849.28
Wine Concrete Products, Inc.....	1552.65

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to pay the List of Bills as submitted, and all approved reimbursable items in compliance with generally accepted accounting practices. Motion carried unanimously 4-0.

UTILITIES AND PAYROLL

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to pay utilities and payroll from 16 November 2017 to 20 December 2017. Motion carried unanimously 4-0.

POLICE CHIEF’S REPORT

Chief Jon Lape was present and provided a summary report on the Police Department for the month of October 2017. A copy of the report is on file at the Township. Questions/comments followed.

BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER’S REPORT

Mr. Bill Payne was present and provided a summary report on Code Enforcement for the month of October 2017. A copy of the report is on file at the Township. Questions/comments followed.

PARKS AND RECREATION BOARD REPORT

Mrs. Beverly Jordan, Chairwoman, was present and provided a summary report on the Parks and Recreation Board:

- Last meeting – October 25th
- Trunk or Treat – 161 people
- Haunted House – 1,346 people – Township received \$1,350.00
- Breakfast with Santa – December 10th at Fire Hall No. 1 from 10 am to 1 pm
- Senior Christmas Luncheon – December 20th

- No meetings in November and December.
- Mrs. Jordan announced this will be her last meeting and has served six years on the Parks & Recreation Board. (Mrs. Jordan was elected a Supervisor for the Township and will begin her term in 2018).

ENGINEER'S REPORT

A. NIKE SITE/SENIOR CENTER PARKING LOTS CHANGE ORDER

Mr. Shoup explained the Change Order No. 1 to Martino, Inc., in the amount of \$10,732.15 for the addition of extra work/materials to perform work on the project as follows:

Installation of 4 inch conduit for future electric	\$ 485.35
Asphalt paving of areas north and west of concession/storage building	\$3,415.00
Cap and plug various vents and shafts encountered	\$1,825.79
Demolition of concrete foundations encountered	\$2,439.82
Uncover buried manhole and adjust to grade	\$ 896.77
Retrofit and adjustments to inlets G and F	\$1,669.42

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to approve Change Order No. 1 in the amount of \$10,732.15 to Martino, Inc. Motion carried unanimously 4-0.

Mr. Shoup also provided hand-outs to accompany his Engineer's Report, and explained to the Board the reasons for other cost overruns to the contract.

The Board received the Engineer's Report submitted by Shoup Engineering, Inc. Mr. Scott Shoup represented Shoup Engineering, Inc., and summarized the meeting attendance and details of his formal report:

DEVELOPMENTS/PROJECTS

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

- Nike Site/Senior Center Parking Lot Projects – Work on this project is complete. A Change Order is attached for the Township's consideration along with a tabulation of final quantities which will be discussed at the Board meeting.
- AVJSA Act 537 Plan Update – I have attended multiple meetings regarding the Act 537 Plan Update. The proposed treatment plant expansion and pump station projects have been given a preliminary cost of \$58,000,000 based on conceptual plans. The Act 537 Plan should be presented to the Township at the beginning of 2018.
- Cedar Ridge Storm Sewers – Insight Pipe has completed the CCTV and cleaning work on this project.
- EMS Building Subdivision – I have met with the Solicitor to review the subdivision required to formally create the parcel of land on which the EMS building sits upon. The subdivision will require a survey and plotting of approximately 17 acres of the School District property. The cost for preparation of the survey subdivision would be \$4,600.00.

Development/Subdivision Reviews:

- None

NOTE: Mr. Shoup also provided the Board with a copy of a proposal in regard to Ms. McDonough's driveway/Benjamin Street from Tough Seal of Pittsburgh. This item will be on next month's agenda.

ADVERTISEMENT: CHARTER COMMISSION ORDINANCE:

The appointed Charter Commission is recommending the Board of Supervisors begin the process of sending their Charter recommendations to the voters for four referendum questions next May. The first step in that process is advertising the Ordinances to be sent to referendum.

The Board received the Charter comparisons, and the ordinances summarizing those changes were distributed to the Board prior to the business meeting.

The Board will consider adoption of the ordinances at their 20 December 2017 meeting.

Mr. Mator explained there were two public forums held at the Township to inform residents of the referendums and indicated that though many people did not attend, the Commission did receive valuable feedback and input from those in attendance. The Board will vote on the advertisement of the ordinances to send to the County to be placed on the ballot.

Mr. Mator explained the process, and summarized the four questions as follow:

- 1) Reducing the number of supervisors from seven members to five members.
- 2) To establish districts within the Township (four districts, with one candidate chosen at large).
- 3) Administrative changes to Article III (gender/grammar changes, and supervisors compensated \$50.00 per month).
- 4) Administrative changes to Article IV (no substantive changes, just modernization).

Mr. Mator pointed out the Charter Commission put in a lot of time, effort, and thought into these questions and thoroughly researched them.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to authorize the advertisement of the Charter Referendum Ordinances No. 419, No. 420, No. 421, and No. 422. Motion carried unanimously 4-0.

AUTHORIZATION: NIKE SITE BACKFILLING/LANDSCAPING

The Township recently paved the parking lots of both the senior center and the ballfields at the Nike Site. Because it is late in the year and safety is a concern, the Township Engineer and Township Manager are recommending the front, senior center portion of the driveway and parking lot (Phase One) be backfilled and landscaped as soon as possible.

Mr. Shoup commented on the project and bid. The Township only received one quote as of today.

<u>Bid received</u>	<u>Total</u>
Hollibaugh Landscaping Excavation	\$18,500.00

Mr. John Hollibaugh was present and commented on the work to be done.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to award the First Phase of the Nike Site Backfilling/Landscaping to Hollibaugh Landscaping Excavation at a cost not to exceed \$18,500.00 as per the Township Engineer’s specifications. A roll call vote was taken. Members voting yes, Mr. Guerre, Mrs. Romig, and Dr. DiSanti. Member abstaining, Mrs. Hollibaugh. Motion carried 3 – yes, 0 – no, and 1 abstention.

AUTHORIZATION: NORTH HILLS COG WALKING TRAIL (CDBG GRANT) BIDS

The Township was awarded a grant to construct ADA Accessible Walking Trails at the Nike Site Park. The COG administered the bid process, and bids were received and opened at the COG office at 11:00 a.m., on Friday, 27 October 2017.

<u>BIDDERS</u>	<u>TOTAL</u>
1) Holbein, Inc.	\$ 81,887.00
2) Martino, Inc.	\$107,100.00
3) W.G. Land Company, LLC	No Bid

Mr. Shoup explained the bids and the project. The Board received the scope of the project and the location as to where the trail will be located (ca. 2,100 feet).

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to award the bid to Holbein, Inc., in the amount of \$81,887.00 to construct the ADA Accessible Walking Trails at the Nike Site Park. Motion carried unanimously 4-0.

AUTHORIZATION: SALE OF PUBLIC WORKS PICKUP TRUCK

The Township advertised for the sale of the 2007 GMC 2500 HD pickup truck with 4x4 plow & tool box, inspection: July 2018, approximately 110,500 miles – as is condition.

Sealed bids were received and opened at 2:00 p.m. on 9 November 2017.

The following sealed bids were received:

<u>BIDDERS</u>	<u>TOTAL</u>
1) George Hollibaugh	\$5,651.00
2) Frank C. Tanner	\$2,850.00
3) Randy Nelson	\$2,505.00
4) Dan Loughlin	\$2,345.67
5) Kim Gaudino	\$2,310.00
6) Brennan McGowan	\$2,017.00

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to authorize the sale of the 2007 GMC HD pickup truck as-is-condition, to George Hollibaugh in the amount of \$5,651.00. A roll call vote was taken. Members voting yes, Mr. Guerre, Mrs. Romig, and Dr. DiSanti. Member abstaining, Mrs. Hollibaugh. Motion carried 3 – yes, 0 – no, and 1 abstention.

ADOPTION: RESOLUTION NO. 2017-10 (VOLUNTEER SERVICE CREDIT PROGRAM)

Last month the Board adopted Ordinance 418 – establishing a Volunteer Service Credit Program for volunteer members of volunteer fire companies.

As per the Ordinance, the Board will establish the annual criteria that a volunteer must meet to be certified by the following resolution:

RESOLUTION NO. 2017-10

A RESOLUTION OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED UNDER THE WEST DEER TOWNSHIP VOLUNTEER SERVICE CREDIT PROGRAM.

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to adopt Resolution No. 2017-10 establishing the annual criteria that a volunteer must meet to be certified under the West Deer Township Volunteer Service Credit Program. Motion carried unanimously 4-0.

ADOPTION: RESOLUTION NO. 2017-11 (SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT)

The Township received the Supplemental Winter Maintenance Agreement from PennDOT to include the roadway from Little Deer Creek Road to the Frazer Township line on Russellton Airport Road as a service the Township will provide in return for compensation.

RESOLUTION NO. 2017-11

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE
SUPPLEMENTAL WINTER MAINTENANCE AGREEMENT – NOW INCLUDING LITTLE DEER CREEK
ROAD TO THE FRAZER TOWNSHIP LINE ON RUSSELLTON AIRPORT ROAD – WITH THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.**

Dr. DiSanti explained his concerns and also the concerns of residents/people in regard to the need to take over the winter maintenance of the road for safety issues.

Mr. Yourish, Public Works Foreman, was present and stated he did not agree with taking over the road. He said he felt the Township needs more guys and more trucks before more roads are added. Mr. Yourish pointed out the State is hiring 480 more state workers for winter maintenance, and commented that it is a big hill and a big problem.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2017-11 authorizing the Chairman of the Board of Supervisors to sign the Supplemental Winter Maintenance Agreement with the Pennsylvania Department of Transportation. A roll call vote was taken. Members voting yes, Mr. Guerre, Mrs. Hollibaugh, and Dr. DiSanti. Member voting no, Mrs. Romig. Motion carried, 3 – yes and 1 – no.

RESIGNATION: PART TIME POLICE OFFICER

The Board is in receipt of the resignation letter dated 6 November 2017 from Officer Dean Krakowiak as a part time police officer. Officer Krakowiak's last day of employment will be 30 November 2017. A thank you letter will be sent after his retirement date.

MOTION BY Supervisor Romig and SECONDED BY Supervisor Hollibaugh to accept the resignation of Officer Dean Krakowiak as a part time police officer for West Deer Township effective 30 November 2017 and wish him the best of luck. Motion carried unanimously 4-0.

COMMITTEE REPORTS

The Committee Chairperson reported on their Committee updates:

- 1) Mr. Florentine – ABSENT- Engineering & Public Works Committee
- 2) Dr. DiSanti – Financial, Legal, and Human Resources Committee
- 3) Mr. Vaerewyck – ABSENT -EMS Oversight Committee
- 4) Mr. Guerre – North Hills COG Report (meeting will be tomorrow evening).

OLD BUSINESS

- None

NEW BUSINESS

- Supervisor DiSanti indicated that Chairman Fleming asked the Township Manager to poll the other members of the Board to respond to whether or not they could confirm or deny a portion of a statement Supervisor Vaerewyck posted on Facebook. Vice Chair DiSanti asked Mr. Mator to read the 18 October 2017 statement to the public. Mr. Mator read:

I've proposed putting the meeting on Facebook Live or another Live media service. I also think the Township should have a Facebook and Twitter accounts to get info out and comments back. Those proposals have been flatly rejected. One Supervisor proposed doing more work in Executive Session so that we can get more things done and not to deal with the public.

Mr. Mator pointed out all six of the other members of the Board stated they never said – nor heard another supervisor say – that the Board should do “more work in executive session so that we can get more things done and not to deal with the public.”

Dr. DiSanti expressed a great deal of consternation that a supervisor would create a false, negative image of the Board, and called it out as being “bad politics.” He added that he felt supervisors should not be doing that to the public.

- Supervisor Guerre congratulated the new supervisors-elect on their campaign. They did a good job and deserved to win.

Dr. DiSanti told Mr. Guerre that everyone will miss him being on the Board.

SET AGENDA: REGULAR BUSINESS MEETING

20 December 2017

6:00 p.m. – Executive Session

6:30 p.m. – 2018 Budget/Regular Business Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Executive Session Held
5. Registered Comments from the Public
6. Comments from the Public
7. 2018 Final Budget
 - Resolution: Adoption of 2018 Budget
8. Accept Minutes
9. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities & Payroll
 - D. Tax Refunds
10. Police Chief's Report
11. Building Inspector/Code Enforcement Officer's Report
12. Report from the Parks & Recreation Board
13. Engineer's Report
14. Adoption: Ordinance No. 419/Charter Commission
15. Adoption: Resolution No. 2017-13 (Secretarial Union Agreement)
16. Adoption: Resolution No. 2017-14 (Police Union Agreement)
17. Hire: Public Works Laborer
18. Committee Reports
19. Old Business

20. New Business
21. Set Agenda: Reorganization Meeting/January 2, 2018 at 8 p.m.
22. Comments from the Public
23. Adjournment

Items Added:

- *Cedar Ridge Storm Water
- *Benjamin Street Driveway Sealing
- *Approval of the Firefighter Rosters

COMMENTS FROM THE PUBLIC

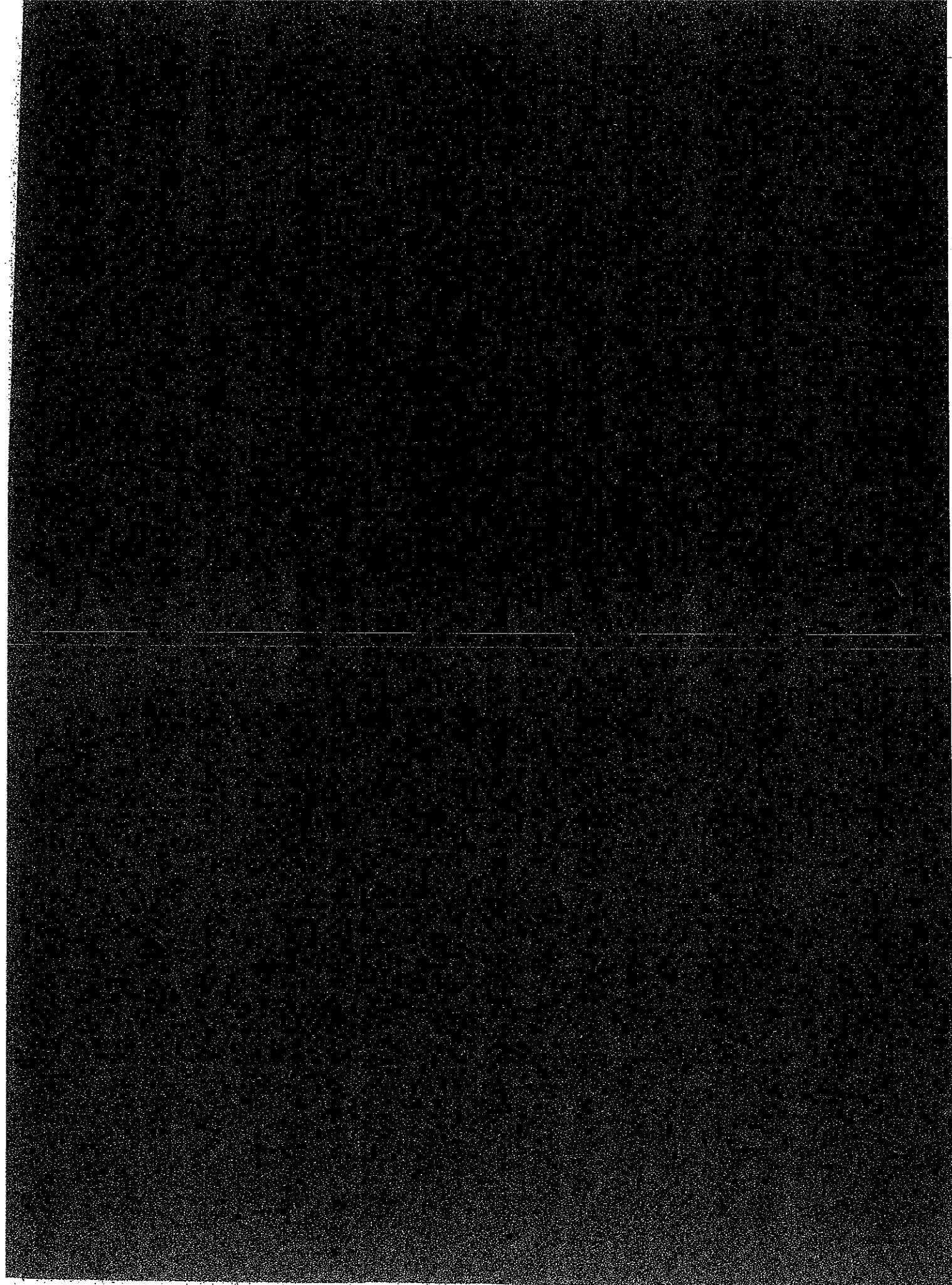
- Mr. Scott Woloszyk, Shuster Road
 - Thanked the outgoing supervisors for their diligence and hard work over the years, especially Mr. Guerre.
 - Questioned the referendum questions in regard to the number of supervisors. Mr. Mator explained the different scenarios of how the numbers of supervisors and the districting would work. He also added that the Township would be getting out detailed information to the residents before the election took place.
- Mr. Josh Wiegand, 165 Squirrel Hollow Road
 - Thanked the Supervisors for passing the Firemen's EIT Credit Program, and commented on the members at Fire Company No. 3 being qualified for the program. Total qualified is fifty, and thirty-six of those are in West Deer.
 - Questioned if the referendum changes the number of supervisors from seven to five, and Supervisors are absent, will they still be able to hold a meeting. Mr. Mator explained that three members would then be needed to establish a quorum and hold a meeting if the number of supervisors was reduced to five.
 - Questioned the process of handling vacancies, and what would happen if no one would run from a district. Mr. Mator explained how vacancies are filled – both in the existing Charter and the new draft Charter (same process) – and explained that the likelihood of not having candidates run is actually lower than the current system because of the current feelings that candidates do not have a chance outside of their part of the Township. He added that this would also be explained in greater detail.
- Mr. Earl Fish, 6 Aber Road
 - Commented on the Winter Maintenance of Creighton Russellton Road and on the road condition of Mountainview Road.

NOTATION: Vice Chairman DiSanti announced the 2018 Public Budget Workshop Meeting will follow the Regular Meeting.

ADJOURNMENT

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Guerre to adjourn the meeting at 7:55 p.m. Motion carried unanimously 4-0. Meeting adjourned.

Daniel J. Mator, Jr., Township Manager



MONTHLY FINANCIAL REPORT

A) FINANCE OFFICER'S REPORT

MRS. NARDIS.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE FINANCE OFFICER'S REPORT AS SUBMITTED.

MOTION SECOND AYES NAYES

MR. GUERRE	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. FLEMING	___	___	___	___

9-A

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
November 30, 2017

I - GENERAL FUND:

	<u>November</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	344,965.06	5,559,496.92	90.78%
Expenditures	318,178.72	5,045,491.56	82.39%
 Cash and Cash Equivalents:			
Sweep Account		782,712.74	782,712.74

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Sweep Account - Restricted 9,735.38

Fire Tax Fund:

Sweep Account - Restricted 103,419.34

State/Liquid Fuels Fund:

Sweep Account - Restricted 222,550.35

335,705.07

Investments:

Operating Reserve Fund:

Sweep Account - Reserved 694,644.15

Capital Reserve Fund:

Sweep Account - Reserved 349,721.35

1,044,365.50

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 11/30/17

2,162,783.31

Interest Earned November 2017

239.53

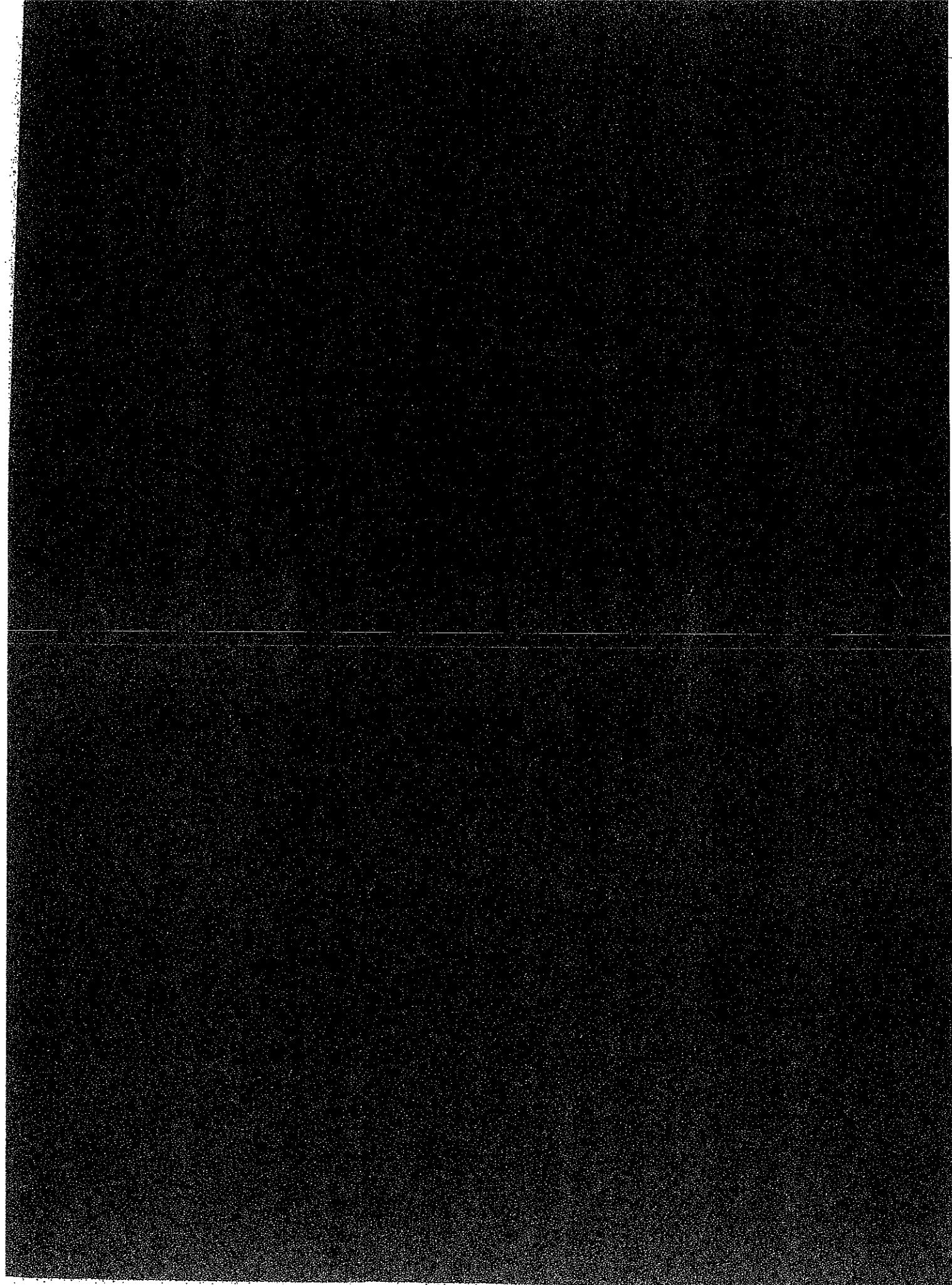
	<u>11/1/2017</u> <u>Debt Balance</u>		<u>November</u> <u>Principal</u> <u>Payment</u>	<u>11/30/2017</u> <u>Debt Balance</u>
Mars National - VFC #3	252,581.27	\$	2,607.94	250,697.75

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

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

INTEREST EARNED - 2017

	<u>NOVEMBER</u>	<u>YTD</u>
GENERAL FUND	\$33.16	\$525.18
STREET LIGHT FUND	\$0.50	\$8.41
FIRE TAX FUND	\$21.47	\$144.61
OPERATING RESERVE	\$26.60	\$302.29
STATE FUND	\$155.06	\$1,256.09
CAPITAL RESERVE	<u>\$2.74</u>	<u>\$3,435.17</u>
TOTAL INTEREST EARNED	<u>\$239.53</u>	<u>\$5,671.75</u>



B) LIST OF BILLS

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO PAY THE LIST OF BILLS AS SUBMITTED, AND ALL APPROVED REIMBURSABLE ITEMS IN COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRACTICES.

MOTION SECOND AYES NAYES

MRS. ROMIG	—	—	—	—
MR. VAEREWYCK	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
DR. DISANTI	—	—	—	—
MR. FLORENTINE	—	—	—	—
MR. GUERRE	—	—	—	—
MR. FLEMING	—	—	—	—

9-B

By Name
Cutoff as of: 12/31/9999

Time: 2:55 pm
Date: 12/13/2017
Page: 1

Due Dates: 12/15/2017 thru 12/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00553	BEST WHOLESALE TIRE Police:Car#33-alignm	410.374 1117	10617 11/02/2017	374.35 12/15/2017				374.35		N
00553	BEST WHOLESALE TIRE Police:Car#37-air fi	410.374 1117	10647 11/06/2017	73.05 12/15/2017				73.05		N
00553	BEST WHOLESALE TIRE Police:Car#38-rotati	410.374 1117	10665 11/08/2017	62.65 12/15/2017				62.65		N
00553	BEST WHOLESALE TIRE Police:Car#33-reatta	410.374 1117	10759 11/20/2017	65.15 12/15/2017				65.15		N
00553	BEST WHOLESALE TIRE Police:Car#31-inspec	410.374 1117	10771 11/21/2017	120.68 12/15/2017				120.68		N
00553	BEST WHOLESALE TIRE Police:Car#38-front/	410.374 1117	10781 11/22/2017	536.40 12/15/2017				536.40		N
00553	BEST WHOLESALE TIRE Police:Car#38-tow/wa	410.374 1117	10856 11/30/2017	260.00 12/15/2017				260.00		N
Name: BEST WHOLESALE TIRE CO, INC				1492.28				1492.28		
10315	GRIFFITH, MCCAGUE & Legal Services: Gene	404.111 1117	272297 11/30/2017	1064.00 12/15/2017				1064.00		N
10315	GRIFFITH, MCCAGUE & Legal Services: Home	404.111 1117	272298 11/30/2017	522.50 12/15/2017				522.50		N
Name: GRIFFITH, MCCAGUE & WALLACE, PC				1586.50				1586.50		
00005	HEI-WAY, LLC Road: Cold Patch	430.372 1217	71206007 12/07/2017	786.62 12/15/2017				786.62		N
Name: HEI-WAY, LLC				786.62				786.62		
00106	JORDAN TAX SERVICE, Delinquent R E Tax C	403.140 1117	11-C-#153 11/15/2017	4677.97 12/15/2017				4677.97		N
Name: JORDAN TAX SERVICE, INC.				4677.97				4677.97		
00362	KRESS TIRE Police: CAR #38-TIRE	410.374 1117	9557-13 11/15/2017	619.20 12/15/2017				619.20		N
00362	KRESS TIRE Police: CAR #34-TIRE	410.374 1117	9558-36 11/14/2017	580.00 12/15/2017				580.00		N

By Name
Cutoff as of: 12/31/9999

Time: 2:55 pm
Date: 12/13/2017
Page: 2

Due Dates: 12/15/2017 thru 12/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
00362	KRESS TIRE Police: CAR #31-TIRE	410.374 1117	9558-39 11/14/2017	619.20 12/15/2017		12/11/2017		619.20	N	
00362	KRESS TIRE Police: CAR #37-TIRE	410.374 1117	9558-43 11/14/2017	619.20 12/15/2017		12/11/2017		619.20	N	
Name: KRESS TIRE				2437.60				2437.60		
00325	MRM WORKERS' COMP FU 2nd Install of 4:wor	486.354 1117	1718PRJ1024 11/15/2017	20752.65 12/15/2017		11/20/2017		20752.65	N	
Name: MRM WORKERS' COMP FUND				20752.65				20752.65		
00657	OFFICE DEPOT Office Supplies	406.210 1117	976419353001 11/02/2017	361.81 12/15/2017		11/13/2017		361.81	N	
00657	OFFICE DEPOT Office Supplies	406.210 1117	982521794001 11/21/2017	84.46 12/15/2017		12/01/2017		84.46	N	
00657	OFFICE DEPOT Cleaning Supplies	409.226 1117	982521794001 11/21/2017	8.36 12/15/2017		12/01/2017		8.36	N	
00657	OFFICE DEPOT Cleaning Supplies	409.226 1117	982521823001 11/21/2017	15.44 12/15/2017		12/01/2017		15.44	N	
00657	OFFICE DEPOT Office Supplies	406.210 1117	984632018001 11/29/2017	251.92 12/15/2017		12/11/2017		251.92	N	
00657	OFFICE DEPOT Cleaning Supplies	409.226 1117	984632018001 11/29/2017	18.12 12/15/2017		12/11/2017		18.12	N	
Name: OFFICE DEPOT				740.11				740.11		
00830	SHOUP ENGINEERING IN Engineering:Dollar G	408.316 1117	17-399 11/30/2017	445.50 12/15/2017		12/04/2017		445.50	N	
00830	SHOUP ENGINEERING IN Engineering:Miscella	408.313 1117	17-400 11/30/2017	594.00 12/15/2017		12/04/2017		594.00	N	
00830	SHOUP ENGINEERING IN Engineering:Dollar G	408.316 1117	17-401 11/30/2017	123.75 12/15/2017		12/04/2017		123.75	N	
00830	SHOUP ENGINEERING IN Engineering: Copper	408.313 1217	17-407 12/06/2017	1180.00 12/15/2017		12/06/2017		1180.00	N	
00830	SHOUP ENGINEERING IN Engineering: Shoff F	408.313 1217	17-408 12/06/2017	708.00 12/15/2017		12/06/2017		708.00	N	

By Name
Cutoff as of: 12/31/9999

Time: 2:55 pm
Date: 12/13/2017
Page: 3

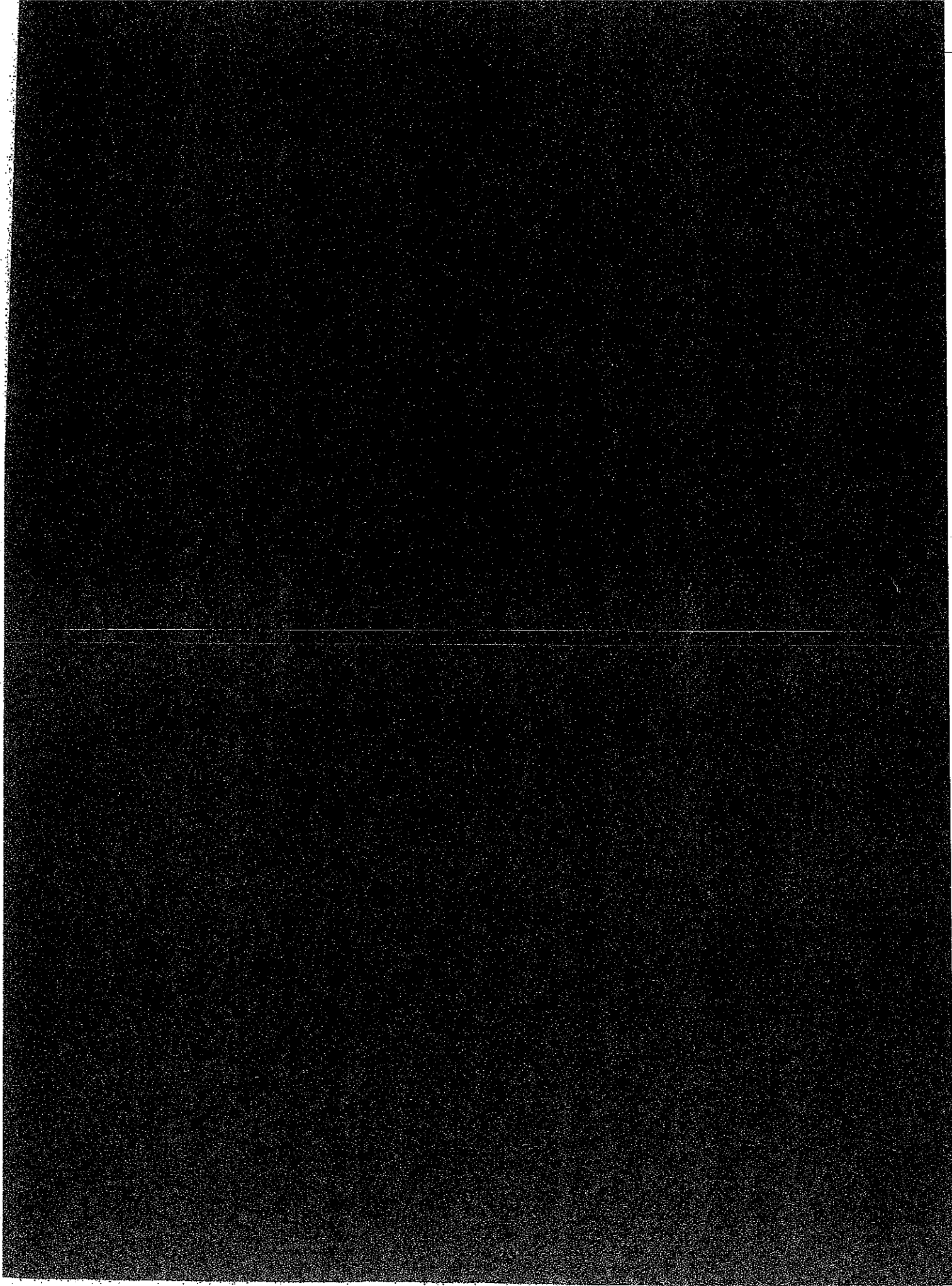
Due Dates: 12/15/2017 thru 12/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: SHOUP ENGINEERING INC.										
00674	STALEY COMMUNICATION	410.328	88982	137.50				137.50		
	POL:Radio Equip Main	1217	12/04/2017	12/15/2017	12/11/2017					
00674	STALEY COMMUNICATION	430.327	88983	57.47				57.47		
	Road:Radio Equip Mat	1217	12/04/2017	12/15/2017	12/11/2017					
Name: STALEY COMMUNICATIONS										
00577	TOSHIBA FINANCIAL SE	406.261	67791719	241.26				241.26		
	Lease & Maintenance	1117	11/26/2017	12/15/2017	12/01/2017					
00577	TOSHIBA FINANCIAL SE	410.261	67791719	241.26				241.26		
	Lease & Maintenance	1117	11/26/2017	12/15/2017	12/01/2017					
Name: TOSHIBA FINANCIAL SERVICES										
00067	TRISTANI BROTHERS, I	430.374	171128	581.53				581.53		
	Road:F350-PS Trans L	1117	11/30/2017	12/15/2017	12/11/2017					
00067	TRISTANI BROTHERS, I	430.374	171129	699.16				699.16		
	Road:Trk #8-Clutch r	1117	11/30/2017	12/15/2017	12/11/2017					
00067	TRISTANI BROTHERS, I	430.374	171130	737.31				737.31		
	Road:Trk #3-Engine P	1117	11/30/2017	12/15/2017	12/11/2017					
00067	TRISTANI BROTHERS, I	430.374	171131	314.13				314.13		
	Road:Trk #9-Change r	1117	11/30/2017	12/15/2017	12/11/2017					
Name: TRISTANI BROTHERS, INC.										
00074	WALSH EQUIPMENT	430.374	P96084	116.95				116.95		
	Road: seal kit/rolle	1117	11/22/2017	12/15/2017	11/29/2017					
Name: WALSH EQUIPMENT										
00059	WINE CONCRETE PRODUC	430.611	79568	2540.70				2540.70		
	Catch Basins:24"Knoc	1217	12/09/2017	12/15/2017	12/11/2017					
Name: WINE CONCRETE PRODUCTS, INC.										
				2540.70				2540.70		

FINAL TOTALS:

41192.25

41192.25



C) UTILITIES & PAYROLL

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO PAY UTILITIES AND PAYROLL FROM DECEMBER 21, 2017 TO JANUARY 17, 2018.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

9-C

D) TAX REFUNDS

THE BOARD IS IN RECEIPT OF THE ATTACHED LIST FROM THE TAX COLLECTOR REQUESTING THE ISSUANCE OF A REAL ESTATE TAX REFUND DUE TO ASSESSMENT CHANGES BY ALLEGHENY COUNTY FOR THE YEAR 2017.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ISSUE THE TAX REFUND AS SUBMITTED BY THE TAX COLLECTOR.

(You do not have to read the listthe names, lot & block, & amounts will be typed in the minutes.)

	MOTION	SECOND	AYES	NAYES
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLEMING	___	___	___	___

9-D

WEST DEER TOWNSHIP

ite: 11/29/17

REAL ESTATE TAX REFUNDS FOR BOARD APPROVAL

Page: 1

.me: 13:21:42

November 2017

Refunds Due to County Change Orders

Payable to: ROMIG TRACY L
HOME SAVINGS & LOAN COMPANY
YOUNGSTOWN OH 44503-1203

Lot & Block 1358-B-240
PECKHAM LN
GIBSONIA PA 15044

Refund of 627.36 due for tax year: 2017

Orig Value:	229,800	Orig Tax:	673.36
New Value:	15,700	New Tax:	46.00
Exoneration:	214,100	Refund:	<u>627.36</u>

COUNTY OF ALLEGHENY
OFFICIAL CHANGE ORDER AE - 2017

11/09/2017 09:26

MUNICIPALITY 952 West Deer
OWNER NAME ROMIG TRACY L
AGENT HOME SAVINGS
TAXBILL ADDR 275 W FEDERAL ST
YOUNGSTOWN OH 44503

YEAR 2017
CODE-LINE 0-4298
PARCEL ID 1358-B-00240-0000-00
ALTERNATE ID CRT17-118
POSTING #
ENTRY DATE 11/09/2017

ADDRESS CONT

2017 1358-B-00240-0000-00 0-4298

EXONERATION

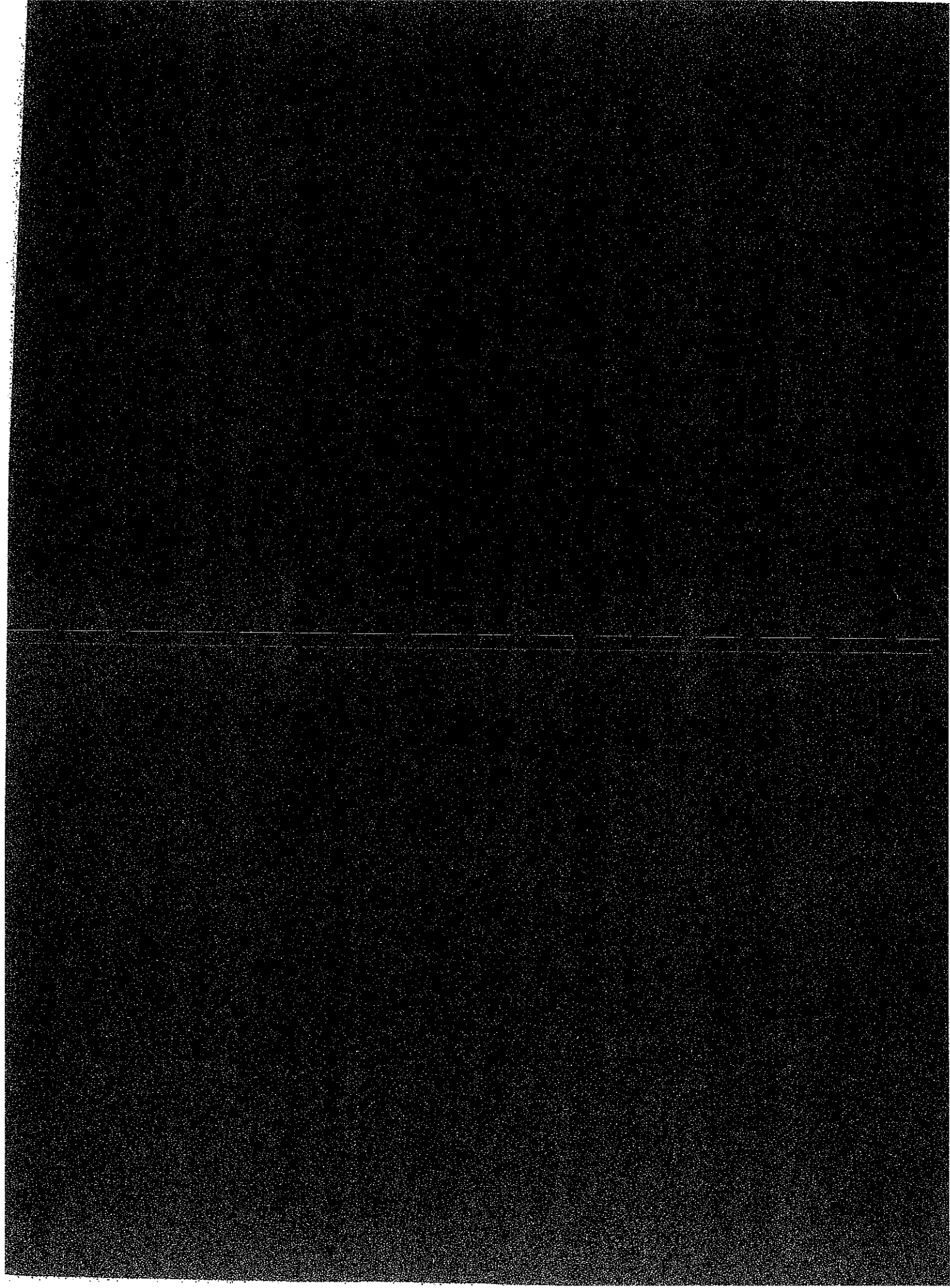
CURRENT DESCRIPTION AND VALUES	COUNTY VALUE	LOCAL VALUE	NEW DESCRIPTION AND VALUES	COUNTY VALUE	LOCAL VALUE
LAND BUILDING	54,600 175,200	54,600 175,200	LAND BUILDING	15,760 0	15,700 0

COUNTY VALUE	GROSS TAX	NET TAX	LOCAL VALUE
229,800			229,800
214,100			214,100
15,700			15,700

ACO CHANGE TYPE: C1-COURT

REASON CODE: C1-COURT

LEGAL DESCRIPTION: MISCHEN - PECKHAM LANE PLAN OF LOTS
LOT 2 = 150 X 300 X 150 X 298.81



POLICE CHIEF'S REPORT

CHIEF LAPE.....

10

OFFICER'S MONTHLY REPORT

TO: Jonathan D. Lape, Chief of Police
FROM: Pam Tedesco, Administrative Assistant
SUBJECT: OFFICER'S MONTHLY REPORT
DATE: December 11, 2017

Attached is the Officer's Monthly Report for November, 2017.

PT

Attachment

cc: D. Mator, Manager
J. Fleming, Chairman
R. DiSanti
R. Florentine
L. Guerre
S. Hollibaugh
J. Romig
G. Vaerewyck

OFFICERS MONTHLY REPORT
NOVEMBER 2017

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	57	742	799
CALLS FOR SERVICE/FIELD CONTACTS	386	3168	3554
ALL OTHER CALLS	474	4940	5414
TOTALS CALLS FOR SERVICE	917	8850	9767

ARRESTS

ADULT	7	74	81
JUVENILE	0	1	1
TRAFFIC CITATIONS	80	369	449
NON TRAFFIC CITATIONS	4	46	50
PARKING CITATIONS	0	4	4
WARNINGS	5	102	107

PERSONNEL

GRIEVANCES FILED BY PLICE OFFICERS	0	0	0
CITIZENS COMPLAINTS ON POLICE OFFICERS	0	0	0
LETTERS COMMENDING POLICE OFFICERS	1	5	6

VEHICLE REPORTS

TOTAL MILES TRAVELED	10113	99825	109938
GALLONS OF GASOLINE USED	713.4	7914.7	8628.1
REPAIRS/MAINTENANCE	3929.88	11695.71	15625.59

OVERTIME PAID

COURT (OFF DUTY)	14	82.5	96.5
PRELIMINARY HEARINGS	2	117.5	119.5
PRETRIAL	0	0	0
INVESTIGATIONS	0	61.5	61.5
ARRESTS	0	62.5	62.5
SPEED CHECKS	0	0	0
PRIVATE CONTRACTS	0	9	9
MISC. HOURS - FILLED SHIFTS	0	58.5	58.5
MISC. HOURS - ADMIN. HOURS	0	0	0
MISC. HOURS	7	129	136
TOTAL HOURS	23	520.5	543.5

Misc Hours - 2 NHSRT callouts

Points of Interest

Month of November 2017

Budget as of November 30, 2017 – 90.28%

CHIEF JONATHAN LAPE –

- November 8 - conducted a fire drill at Rebecca Residence
- November 2/15 - attended a budget workshop meeting
- November 21 - attended a Western Chiefs meeting

OFFICER EDWARD NEWMAN – K9 REPORT –

- November 2 - conducted maintenance
- November 9 - tracking training and drug work in Preston Park, Butler
- November 16 - school search – Butler High School

SGT. DARREN MIKUS/OFFICER ROBERT PETOSKY – SRT TRAINING –

- November 2 - Sgt. Mikus was called out for an NHSRT assist in Franklin Park and Ohio Township to assist the US Marshalls in locating a fugitive who was located later in the evening
- November 3/17 - training was held on Franklin Road in Cranberry and consisted of interior/exterior movements, hostage rescue and sniper initiated entries while using night vision and low light tactics
- November 30 - executed and served a federal search warrant in Pittsburgh.

SCHOOL DISTRICT DETAILS –

- November 14, 21 - Officers attended school board meetings for crowd and traffic control throughout the month of November - 18 – Charlie Check First classes were instructed

SPECIAL DETAILS/MISCELLANEOUS DETAILS –

- November 6 - Firearms requalifications
- November 6 - Received a resignation letter from Officer Dean Krakowiak effective November 30, 2017
- November 13 - Sent letter to Mr. Wayne Coursey relative to a request to PENN DOT for signage on Cedar Ridge Road
- November 13/14 - Officer Matt Evan attended training entitled “New In Drugs” and “Handling the Drug Abuser”
- November 6, 8, 10, 13, 16 – Aggressive Driving details were conducted
- November 20, 21, 22, 27, 29, 30 – Click it/Ticket details were conducted
- November 17 - Officers Kozar, McMahill, O'Connor & Trocki attended training entitled “Handling Anger Traffic Stops”

Pam Tedesco

From: Chief Jonathan Lape <jlape@westdeertownship.com>
Sent: Tuesday, November 21, 2017 7:33 AM
To: WDPD - Bailey, Bill; WDPD - Burk, Tim; WDPD - Dobson, Bill; WDPD - Dobson, Brian; WDPD - Evan, Matthew; WDPD - Fedunok, Zakary; WDPD - Gizienski, Tina; WDPD - Krakowiak, Dean; WDPD - Loper, Bob; WDPD - McMahonill, Jay; WDPD - Mikus, Darren; WDPD - Newman, Ed; WDPD - Oconnor, Joshua; WDPD - Petosky, Robert; WDPD - Shurina, Mike; WDPD - Tedesco, Pam; WDPD - Trocki, Thomas; WDPD - Vulakovich, Bret; WDPD - Wikert, Brian
Subject: FW: With appreciation

Chief Jonathan Lape
West Deer Township Police Department
109 East Union Road
Cheswick, PA 15024
jlape@westdeertownship.com
Office: 724-265-1100 (ext: 301)
Fax: 724-265-1140

CONFIDENTIALITY NOTICE

This message, together with any attachments, may be legally privileged and is confidential information intended only for the use of the individual or entity to which it is addressed. It is exempt from disclosure under applicable law including court orders. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender and delete this message, along with any attachments, from your computer.

From: CLARA SALVI [mailto:csalvi@comcast.net]
Sent: Monday, November 20, 2017 6:24 PM
To: jlape@westdeertownship.com
Subject: With appreciation

To all members of the West Deer Police force,

Since the brutal murder of Office Shaw in New Kensington, I felt compelled to let you know how much I appreciate everything you do for our community.

I grew up shopping, going to doctor's appointments etc in New Ken and still today often frequent stores in the area. Back in the day most of us took our driver's exam at the Arnold precinct. You never think a tragedy like this will happen close to home, but several years ago one of my former students, Mike Crawshaw, was killed while on duty in Penn Hills. That's when you know it's real.

The residents of West Deer are lucky to have such dedicated officers working for us.

My term as Deer Lakes School Board President ends on December 5. I can't begin to express my gratitude for all you do for our children both inside and outside the schools. Every day there are new problems and challenges and you are called on to do more and more.

I will continue to keep all of you in my prayers.

Stay safe out there.

Clara Salvi

November 6, 2017

CCCTUY
BARB
PERSONNEL

Dean Krakowiak
5118 Hardt Rd.
Gibsonia, Pa 15044

Police Chief Jon Lape
109 East Union Rd.
Cheswick, Pa 15024

Dear Chief Lape and Supervisors,

I would like to thank you for the opportunity to work as a part-time Police Officer for West Deer Township. I have learned and gained so much experience with this department. I have gained many memories with the department and community. However, I am writing this letter to inform you I am resigning from my position. My last shift will be Thursday, November 30, 2017 11PM-7AM shift.

This decision was hard for me to make. I have been with the West Deer Township Police department since I started my career in 2008. I am fortunate enough to have been given the opportunity to work in this department which taught me and helped me mature as a Police Officer and as a person. At this time I feel that it is best for me to move on to be able to better provide for my family.

I feel that this time period will allow enough time to find a replacement if needed. Also for me to finalize cases that are still currently pending. Again I would like to thank you for your support, your friendship, and your leadership over these past (9) nine years and (5) months. I wish you all and the residents of West Deer Township the best.

Sincerely,



Dean Krakowiak



TOWNSHIP OF WEST DEER POLICE DEPARTMENT



JONATHAN D. LAPE
Chief of Police

109 East Union Road • Box 2 • Russellton, PA 15076
www.westdeertownship.com / wdpd@westdeertownship.com

Emergency: 911
Office: 724-265-1100
Fax: 724-265-1140

November 13, 2017

Mr. Wayne Coursey
3033 Cedar Ridge Road
Allison Park, PA 15101

Dear Mr. Coursey:

I'm in receipt of correspondence from the Pennsylvania Department of Transportation relative to your request for signage on Cedar Ridge Road. After Penn DOT completed their traffic study and additional factors were considered, it was determined the requested postings are not warranted. Unfortunately our department has no further recourse as Cedar Ridge Road is a state roadway and West Deer Township has no input into the speed limit, stop signs, etcetera. The only part the township is responsible for on state roads is to post and maintain the signage according to PENN DOT's regulations. I've attached a copy of their letter noting this information.

Feel free to contact me should you have any further issues.

Sincerely,

Jonathan D. Lape
Chief of Police

JDL/PT

Attachment

cc: Daniel Mator, Manager
John Yourish, Road Foreman
West Deer Township Board of Supervisors ✓

**pennsylvania**

DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

November 7, 2017

Mr. Jonathan Lape, Chief of Police
West Deer Township Police Department
109 East Union Road, Box 2
Russellton, PA 15076

RECEIVED

NOV 15 2017

WEST DEER
TOWNSHIP POLICE

Re: Allegheny County
Township of West Deer
S.R. 1020 (Cedar Ridge Road) at Tremont Drive
Request for Multi-Way Stop and Speed Study

Dear Chief Lape:

This is a follow-up to your letter of August 1, 2017 requesting an engineering and traffic study on S.R. 1020 (Cedar Ridge Road) at Tremont Drive in the Township of West Deer, Allegheny County.

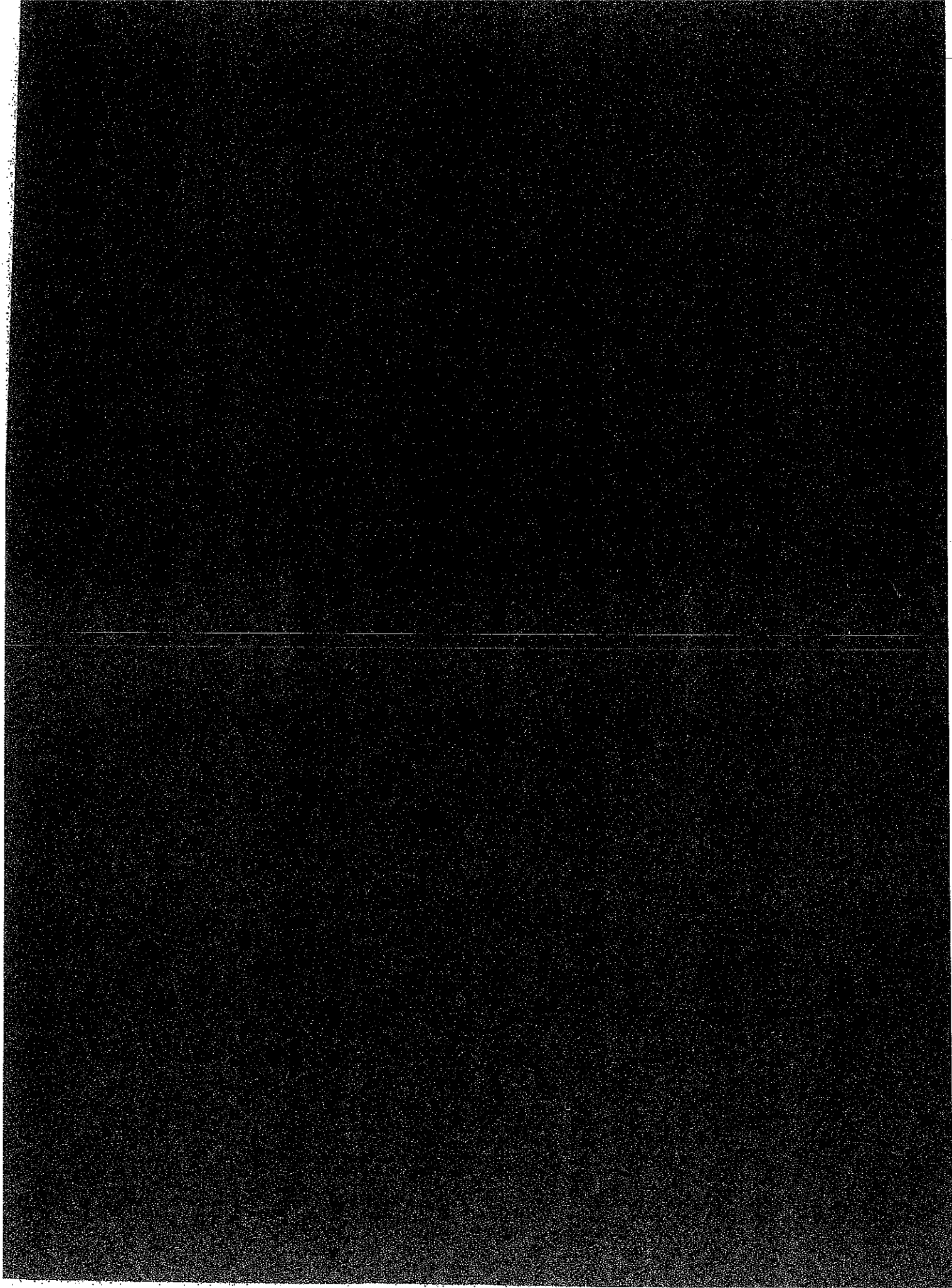
The Department has conducted an engineering and traffic study to determine if a speed reduction and/or multi-way stop and/or speed limit reduction is warranted. This study considered the vehicular volume, safe running speed, sight distance and safety of the intersection. Currently, S.R. 1020 (Cedar Ridge Road) is not stop controlled while the Tremont Drive approach is. The current speed on S.R. 1020 (Cedar Ridge Road) is 40 mph. There is an existing "Side Road" sign (W2-2) with Advisory speed plaque on S.R. 1020 (Cedar Ridge Road eastbound approaching Tremont Drive. The results of the study show that a multi-way stop and speed limit reduction is not warranted at this time.

Your interest in our transportation system in Allegheny County is appreciated. Should you have any further questions about this matter or require additional information, please contact Mr. William Lesterick, District Safety Manager at (412) 429-4803.

Sincerely,
PENNDOT District 11

A handwritten signature in black ink, appearing to read "T. Kravits".

Todd M. Kravits, P.E.
District Traffic Engineer



BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER'S REPORT

MR. PAYNE.....

11

Code Enforcement

October 31, 2017

1. Issued 20 Occupancy Permits
2. Issued 12 Building Permits
3. Performed 50 site inspections
4. Planning Commission tabled the site plan for a proposed Dollar General to be located off of Oak Road in Bairdford. Planning commission requested more information in regards a revised landscaping plan per the commissions suggestions, revised lighting plan to reflect township standard for zero foot-candles at property line, cut sheets of lighting fixtures, a traffic study, and all of Shoup's review comments to be addressed. The Planning Commission also tabled their 2 lot subdivision to keep concurrent with the site plan.
5. Zoning Hearing Board granted a Land Use Variance on vacant land located next to Shop and Save in Russellton. The property is zoned Industrial and was an old coal mine site. The property had an approved site plan for large salvage yard on file. The new use will be Recreation for Profit which will encompass multiple baseball fields as well as some multi-purpose fields. The new owner No Offseason will also construct 2 concession stands on the property.



William Payne

Code Enforcement Officer

Occupancy Permits - West Deer Township
109 East Union Road
Cheswick, PA 15024

11/7/2017	O17-232	1666-R-100-21C	JILL TILLMAN / DONNA TATARKSI	358 SADDLEBROOK RD	Quad	Yes
11/7/2017	O17-233	1833-H-10	CLENDENNING HOLDINGS, LLC	4347 Clendenning Road	Duplex/Carriage House	No
11/7/2017	O17-234	1833-L-138	CLENDENNING HOLDINGS LLC	4348 CLENDENNING RD	Single Family Home	No
11/9/2017	O17-235	1510-D-26	JAMES MARKS	865 ASHLEY RD.	Single Family Home	Yes
11/13/2017	O17-236	1838-N-233	NICOLE CHIRDON/ BRIAN CONLON	1795 SAXONBURG BLVD	Single Family Home	No
11/13/2017	O17-237	1667-J-17	DAVID & CATHERINE DARLING	507 SHADOW CT	Single Family Home	No
11/14/2017	O17-238	2386-M-192	LINDSAY CRAFT / WILLIAM BOOT	14 HENRY RD	Single Family Home	No
11/14/2017	O17-239	2383-R-306	DONALD KUHNS	212 GLASGOW RD	Single Family Home	No
11/16/2017	O17-240	8000-T-3392	Mary Baechli and Victoria Kleber	30 SKYLINE DR	Single Family Home	Yes
11/16/2017	O17-241	1834-K-164	IRENE MCINTOSH	367 McIntyre Road	Miscellaneous	No
11/17/2017	O17-242	1838-R-287	RAYMOND W & TERESA D ANDERSON	151 BESSEMER ST	Single Family Home	No
11/20/2017	O17-243	1357-F-125	ROBERT & ANNETTE BAIDAUF	125 STEEPLECHASE CIR	Quad	No
11/20/2017	O17-244	1666-S-015	ELIZABETH CARMELITE	320 SADDLEBROOK RD	Quad	No
11/22/2017	O17-245	1666-R-100-30C	CARNAHAN REVOCABLE LIVING TRUST	377 SADDLEBROOK RD	Quad	Yes
11/22/2017	O17-246	1510-S-147	SALVATORE ZOTTOLA	48 GRUBBS RD	Single Family Home	No
11/22/2017	O17-247	1666-R-100-30B	JOHN & SUSAN SMELTZER	379 SADDLEBROOK RD	Quad	Yes
11/22/2017	O17-248	1837-H-079	NICOLE GANNON	1741 SAXONBURG BLVD	Single Family Home	No
11/22/2017	O17-249	1214-P-148	MAXIMILIAN RIPEPI	4809 BAYFIELD RD	Single Family Home	No
11/22/2017	O17-250	1214-J-217	EVAN & PIPER CULLEN	3502 VALLEYFIELD DR	Single Family Home	No
11/22/2017	O17-251	1671-B-398	JUSTIN CRAVER	527 BENJAMIN ST	Single Family Home	No

November - \$375.00

Grand Total - \$375.00

West Deer Township
109 East Union Road
Cheswick, PA 15024

WD Permit Report
From 11/01/2017 To 11/30/2017

Building Permit Report

Permit Date	Permit Number	Permit Type	Parcel Owner	Legal Address	Parcel ID	Cost of Construction	Fee Collected
11/6/2017	P17-215	Accessory Structure	MICHAEL J. HALICH	445 BAIRD FORD RD	1669-J-205	\$2,800.00	\$25.00
11/7/2017	P17-216	Accessory Structure	DAVID R & ANGELA A LEPLEY	1152 EISENHOWER DR	1218-M-146	\$1,500.00	\$25.00
11/8/2017	P17-217	Grading	Frey Family	4358 GIBSONIA RD	1507-M-250		\$100.00
11/8/2017	P17-218	Structural Alteration	DANIEL J SMULLIN	2170 SAXONBURG BLVD	1510-S-205	\$15,000.00	\$90.00
11/9/2017	P17-219	Fence	JAMES P & LISA E MERLO JR	4749 BAYFIELD RD	1214-N-111	\$6,533.00	\$45.00
11/13/2017	P17-220	Addition	RICHARD A & DIANA K STAPLETON	114 RUSSELLTON-DORSEYVILLE	1217-J-239	\$160,000.00	\$286.20
11/16/2017	P17-221	Deck	RICKY L & DEBORAH S CHIRDON	420 BAIRD FORD RD	1669-J-165	\$5,000.00	\$40.00
11/27/2017	P17-222	Single Family Dwelling	RICHLAND HOLDINGS	114 LEX LANE	1214-A-141	\$256,200.00	\$716.10
11/27/2017	P17-223	Single Family Dwelling	RICHLAND HOLDINGS	112 LEX LANE	1214-A-143	\$256,200.00	\$716.10
11/28/2017	P17-224	Other	ZEBLEY BROTHERS	4399 GIBSONIA RD	1508-J-75	\$38,000.00	\$821.40
11/28/2017	P17-224	Other	ZEBLEY BROTHERS	4399 GIBSONIA RD	1508-J-75	\$38,000.00	\$821.40
11/30/2017	P17-225	Single Family Dwelling	KENNETH K & CAROL UNG	119 STARR RD	1361-B-199	\$234,383.00	\$1,383.30
11/30/2017	P17-226	Single Family Dwelling	DAN RYAN BUILD	888 ASHLEY RD.	1510-D-68	\$320,000.00	\$888.90
Total:						\$1,323,616.00	\$5,958.40
						\$1,295,616.00	\$5,137.00

WEST DEER TOWNSHIP PLANNING COMMISSION
NOVEMBER 16, 2017

Mark Schmidt called the Meeting to order with the following members in attendance: Kathy Rojik, Robert Bechtold, Alan Banks, and Suzanne Garlena

Absent Members: John Butala and Tim Phelps

Other Attendees: William Payne, Code Enforcement Officer
Scott Shoup, Shoup Engineering

Minutes from June 22, 2017 were submitted and stand approved.

Gibsonia Dollar General

(Represented by Timothy Weinman, President, Penntex Ventures and Chris Remley, Engineer, Civil Environmental Consultants)

Property located on Oak Road. Zoned Industrial with Village Overlay. Property to measure approximately 1.50 acres.

Application was submitted for a 2-lot subdivision and site plan. Per Mr. Shoup's review letter dated Nov.13, 2017, the subdivision needs to have the distance added to the plan between Parcel C1 and the property line. Other than that comment, the subdivision is in order.

For the site plan, Mr. Weinman presented a video of a typical Dollar General store and a power point presentation. The presentation outlined that there are 14,000 stores across the United States. Building will be 9,100 sq. ft. constructed out of masonry, glass and steel with 30 parking spaces (including ADA parking). 41% of the store will be devoted for groceries. Stores are opened 7 days a week from 8:00 am to 10:00 pm.

Mr. Shoup submitted his review letter dated Nov. 13, 2017 with seventeen items and during this meeting an additional item was added that needs to be addressed. Also, a traffic impact fee of \$15,226.85 will be collected when the building permit is issued. Mr. Weinman answered some of the comments: site lighting will have proper shields so no light will fall on neighbor's property, earthwork will be balanced on site regarding cuts and fills, signage will be on building and a pole sign near road; both will be internally illuminated; lit during operation hours. Mr. Shoup added comment (not listed in review letter) was that the Township may require a traffic study. Mr. Weinman assured that all items will be addressed but questioned the traffic study as PennDot (Oak Road is a State road) considers this project a "low volume user" and they never required any Dollar General stores to produce a study. Mr. Remley of Civil Environmental Consultants, has a traffic division and they would provide a report to the Township.

Mr. Remley presented the proposed buffering for the store. A total of 21 trees are proposed with 3 on the interior (near building) and the remaining trees on 3 sides of the perimeter. The back of the building and partial right side are buffered by natural resources. In between the trees, those that borders the Oak Rd. and Locust St., are shrubs creating two levels of buffers. Mr. Banks stated that the shrubs that are selected do not grow to the required 6 ft. height. Mr. Banks also stated that the project requires 10 shade trees vs. the 6 proposed as the granted variance was for

parking spaces and not the required tree amount. Need 6 shade trees (possibly 10) to shade the parking lot. Ms. Rojik commented that the low shrubs that are proposed could be planted on a raised berm to achieve the required height. Mr. Banks also suggested moving the Taxus (Yew shrub) to Oak Road as the deer will eat them towards the back side. Mr. Weinman stated that they will implement the suggestions into the plan and will increase the number of shade trees by swabbing out some of the ornamental trees to shade trees. Shrubs will be green year around. Mr. Banks also suggested a different type of magnolia than the one proposed in order to screen the neighbors better.

Mr. Schmidt questioned the generated truck traffic. Trucks will be coming up Oak Road. Mr. Schmidt concerned about the "blind" turn at Oak and Bairdford Roads. Mr. Shoup explained that a traffic study would address that intersection. Mr. Weinman stated that customers are within a 2 mile radius of the store. Considered by-pass traffic. Don't generate a lot of traffic. Store will have one large truck delivery per week (possibly receiving two trucks/week during Christmas). Majority of trucks are small (bread, pop trucks). All turns and truck access will be in boundary of the parking lot. All deliveries are made during operational hours.

Resident asked where the store would sit in relation to the road. Store will sit 4 feet below the road. Resident suggested that Dollar General not to skimp on landscaping. They do get water drainage so every tree would possibly help that situation. Traffic is horrendous and would appreciate any traffic control that the store could enforce.

Mr. Schmidt commented that the lens of lights should not extend below the case. Lens and case to be flush. Should not see the lens, for both light poles and wall packs. Store is proposing 8 to 10 wall packs that surround the building with shields. Pole lights are approximately 15 feet high. Pole lights will be turned off after business hours but security lights around building will be lit. Mr. Weinman assured that no lights will shine on neighbor's property.

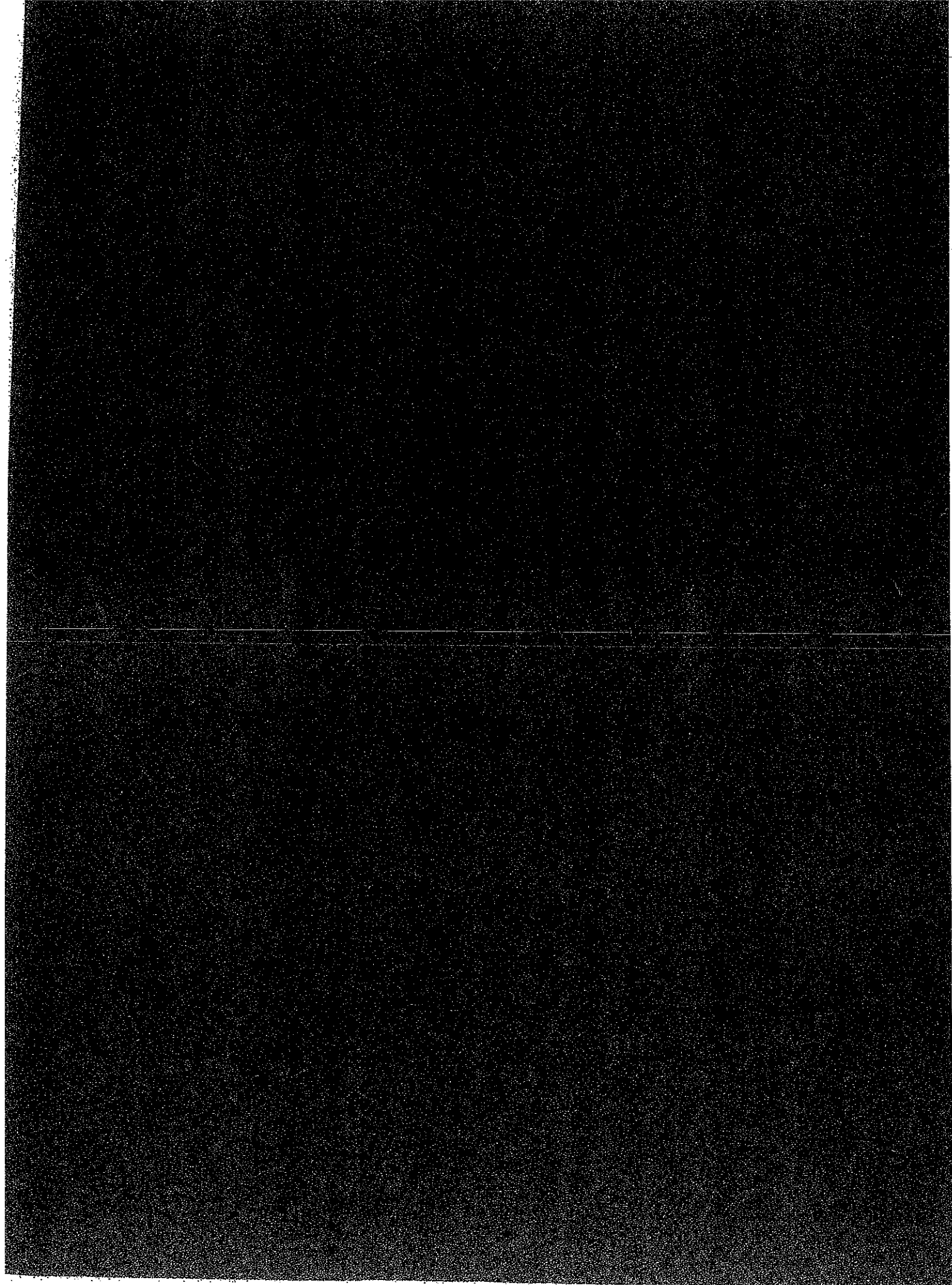
Mr. Shoup recommendation is that a traffic study would be worthwhile considering the intersection of Oak and Bairdford Roads are dangerous. Mr. Weinman will have their traffic engineer submit a 3-4 page report. Mr. Shoup stated that the scope of the study will be determined by the Township and himself.

First motion by Mr. Banks and second motion by Ms. Rojik to **TABLE** the land development site plan for the Gibsonia Dollar General due to applicant needs to:

1. Address all comments from Shoup's Engineering letter dated November 13, 2017 and concerns from the Planning Commission.
2. Show lighting plans and effects on neighbor's property.
3. Submit an updated landscaping plan

Voting was unanimous.

First motion by Ms. Rojik and second motion by Mr. Banks to **TABLE** the 2-lot subdivision to keep concurrent with the site plan. Voting was unanimous.



ENGINEER'S REPORT

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

MR. SHOUP.....

12



SHOUP ENGINEERING
FOR OVER 50 YEARS

329 Summerfield Drive, Baden PA 15005
Phone: 724-869-9560 Fax: 724-869-7434
shoupeng@comcast.net

NOVEMBER 2017 ENGINEER'S REPORT
WEST DEER TOWNSHIP
Prepared December 12, 2017

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meetings:

- Board of Supervisors Meeting – November 15, 2017
- Planning Commission Meeting – November 16, 2017

2. DEVELOPMENTS/PROJECTS

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

- AVJSA Act 537 Plan Update – I have attended multiple meetings regarding the Act 537 Plan Update. The proposed treatment plant expansion and pump station projects have been given a preliminary cost of \$58,000,000 based on conceptual plans. The Act 537 Plan should be presented to the Township at the beginning of 2018.
- Cedar Ridge Storm Sewers – Insight Pipe has completed the CCTV and cleaning work on this project. A separate contractor, Insituform, has reviewed the videos and confirms that most of the storm sewers can be rehabilitated using trenchless technology.
- EMS Building Subdivision – I have met with the Solicitor to review the subdivision required to formally create the parcel of land on which the EMS building sits upon. The subdivision will require a survey and plotting of approximately 17 acres of the School District property. The cost for preparation of the survey subdivision would be \$4,600.00.

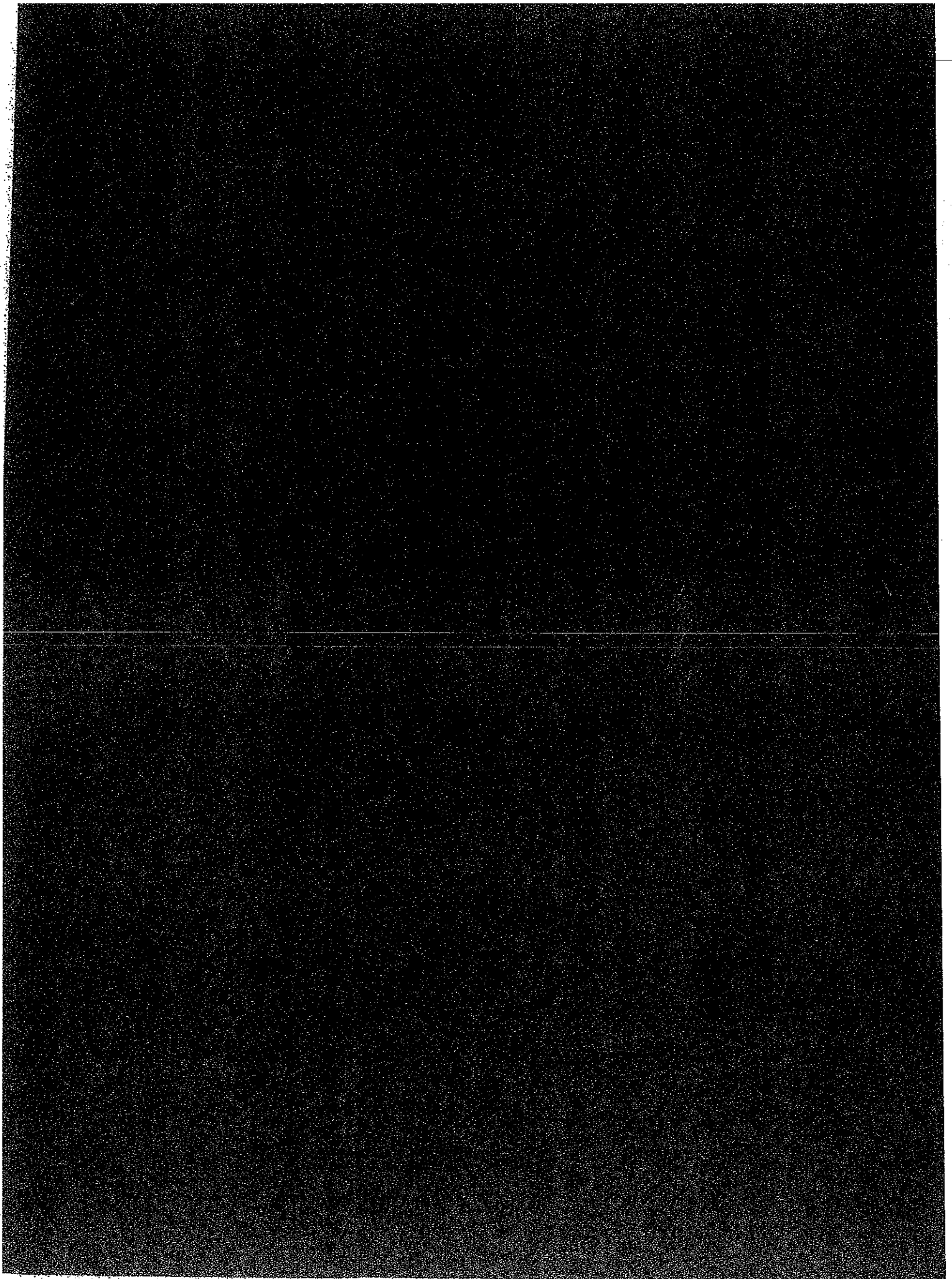
Development/Subdivision Reviews: The following subdivision and land development plan projects had been reviewed, and review letters were issued to the Township as noted:

- Oak Road Plan of Lots No. 2 – A review of this 2 Lot subdivision was performed, and a letter was issued to the Township on 11/13/17.
- Dollar General – A review of this land development plan was performed, and a letter was issued to the Township on 11/15/17.

Respectfully Submitted,

SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer



ADOPTION: ORDINANCE NO. 419 (ARTICLE III CHARTER REVISIONS)

ORDINANCE NO. 419

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA ADOPTING PROPOSED LANGUAGE, AMENDING SECTIONS C-1011, C-1013, AND C-1020 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER BY REDUCING THE NUMBER OF SUPERVISORS FROM SEVEN TO FIVE, AND POSSIBLY CREATING REPRESENTATIVE DISTRICTS FOR SUPERVISORS, AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS TWO REFERENDUM QUESTIONS TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 419 AS ADVERTISED AND PRESENTED.

	MOTION	SECOND	AYES	NAYES
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. FLEMING	___	___	___	___

13

OFFICIAL

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

ORDINANCE NO. 419

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING PROPOSED LANGUAGE AMENDING SECTIONS C-1011, C-1013, AND C-1020 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER BY REDUCING THE NUMBER OF SUPERVISORS FROM SEVEN TO FIVE, POSSIBLY CREATING REPRESENTATIVE DISTRICTS FOR SUPERVISORS, AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS TWO REFERENDUM QUESTIONS TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, regularly assembled, and IT IS HEREBY ORDAINED AND ENACTED by the authority of the same, that:

WHEREAS, the Board of Supervisors of West Deer Township has realized that the Home Rule Charter is in need of modernization; and

WHEREAS, the Board created a Charter Commission to review – and make recommendations regarding – the Home Rule Charter; and

WHEREAS, the Charter Commission has submitted its recommendations to the Board of Supervisors in concert with its charge.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, and it is hereby ordained and enacted by the authority of the aforesaid as follows:

SECTION 1. AMENDMENT

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1011 of the West Deer Township Home Rule Charter to reduce the number of supervisors from seven to five, to read in its entirety as follows:

Effective the first day of January 2020, there shall be a Township Board of Supervisors of five (5) members, elected by the qualified voters of the Township.

The West Deer Township Board of Supervisors also hereby initiates a referendum to give the voters a choice of whether to remain electing supervisors using an at-large system, or to change to a four-district with one at-large position system of election. If approved by the voters, Section C-1011 of the West Deer Township Home Rule Charter would be amended to add the following language (in **bold**):

Effective the first day of January 2020, there shall be a Township Board of Supervisors of five (5) members, elected by the qualified voters of the Township. Four (4) supervisors shall be elected by district, and one (1) shall be elected at-large.

Districts shall be established according to state law and in conjunction with the County Board of Elections and the Court of Common Pleas, and the time of election of the five supervisors shall be in accordance with the schedule set forth in Section C-1013.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1013 of the West Deer Township Home Rule Charter by restating it as follows:

The regular election of supervisors shall be held on the municipal election days as established by the laws of the Commonwealth of Pennsylvania.

The West Deer Township Board of Supervisors also hereby initiates a referendum to amend Section C-1013 of the West Deer Township Home Rule Charter to add the following language explaining the phasing-in of districting if the voters approve the four-district with one at-large position option (in **bold**):

The regular election of supervisors shall be held on the municipal election days as established by the laws of the Commonwealth of Pennsylvania.

During the 2019 election year, two supervisors shall be elected. One shall be elected from District One, and one from District Three. The three supervisors presently in office shall serve until the expiration of their terms as supervisors at-large.

During the 2021 election year, three supervisors shall be elected. One shall be elected from District Two, one from District Four, and one at-large.

Thereafter, all supervisors elected shall serve the standard four-year terms as stated in Section C-1012.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1020 of the West Deer Township Home Rule Charter signifying that – if the voters select the districting option – vacancies must be filled from the district in which they occur, to read in its entirety as follows:

If a vacancy arises in the office of supervisor for any reason, the remaining members of the Board shall, by majority vote, fill the vacancy by appointing a person possessing the qualifications of the office, and who either resides in the district from where the vacancy originates, or from the Township as a whole in the case of an at-large vacancy.

If the Board shall refuse, fail, neglect, or be unable for any reason whatsoever to fill such a vacancy within thirty-one (31) days after the vacancy occurs, then the Court of Common Pleas shall – upon petition of the Board or of any twenty-five (25) citizens of the township – fill the vacancy in such office using the parameters prescribed in the preceding paragraph of this Section.

SECTION 2. BALLOT QUESTION

The West Deer Township Board of Supervisors proposes that the first question to be submitted to the voters at the election shall substantially state in the following form:

“Shall the West Deer Township Home Rule Charter be amended to reduce the number of supervisors from seven to five members, and to establish four representative districts with one at-large position, effective the first day of January 2020?”

Yes or No

The West Deer Township Board of Supervisors proposes that the first question to be submitted to the voters at the election shall substantially state in the following form:

“Shall the West Deer Township Home Rule Charter be amended to reduce the number of supervisors from seven to five members with all supervisors to be elected at-large, effective the first day of January 2020?”

Yes or No

SECTION 3. CALLING FOR ELECTION

The West Deer Township Board of Supervisors has determined that approval of the electors of West Deer Township shall be obtained in the primary election on 15 May 2018 (presumably), in Allegheny County, Pennsylvania. Under the provisions of the Home Rule Charter and Option Plan Law (supra.), a certified copy of this Ordinance and the election questions shall be forwarded to the Allegheny County Board of Elections on or prior to the thirteenth (13th) Tuesday before the 2018 primary election so that the question may be placed on the ballot for the primary election.

SECTION 4. SEVERABILITY

It is the express intent of the West Deer Township Board of Supervisors that the provisions of this Ordinance are severable. If any section, subsection, sentence, clause, or phrase in this Ordinance shall be held to be illegal, invalid, or unconstitutional, the remaining provisions shall not be affected or impaired.

SECTION 5. REPEAL

Any ordinance or any part of any ordinance conflicting with the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective in accordance with the provisions of the West Deer Township Home Rule Charter.

ORDAINED AND ENACTED this 20th day of December 2017.

ATTEST:

WEST DEER TOWNSHIP

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

Approved as to Form:

Township Solicitor

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 20 December 2017, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes No Abstain Absent

Jeffrey D. Fleming, Chairperson

Richard DiSanti, Vice Chairperson

Rick W. Florentine

Leonard Guerre

Shirley Hollibaugh

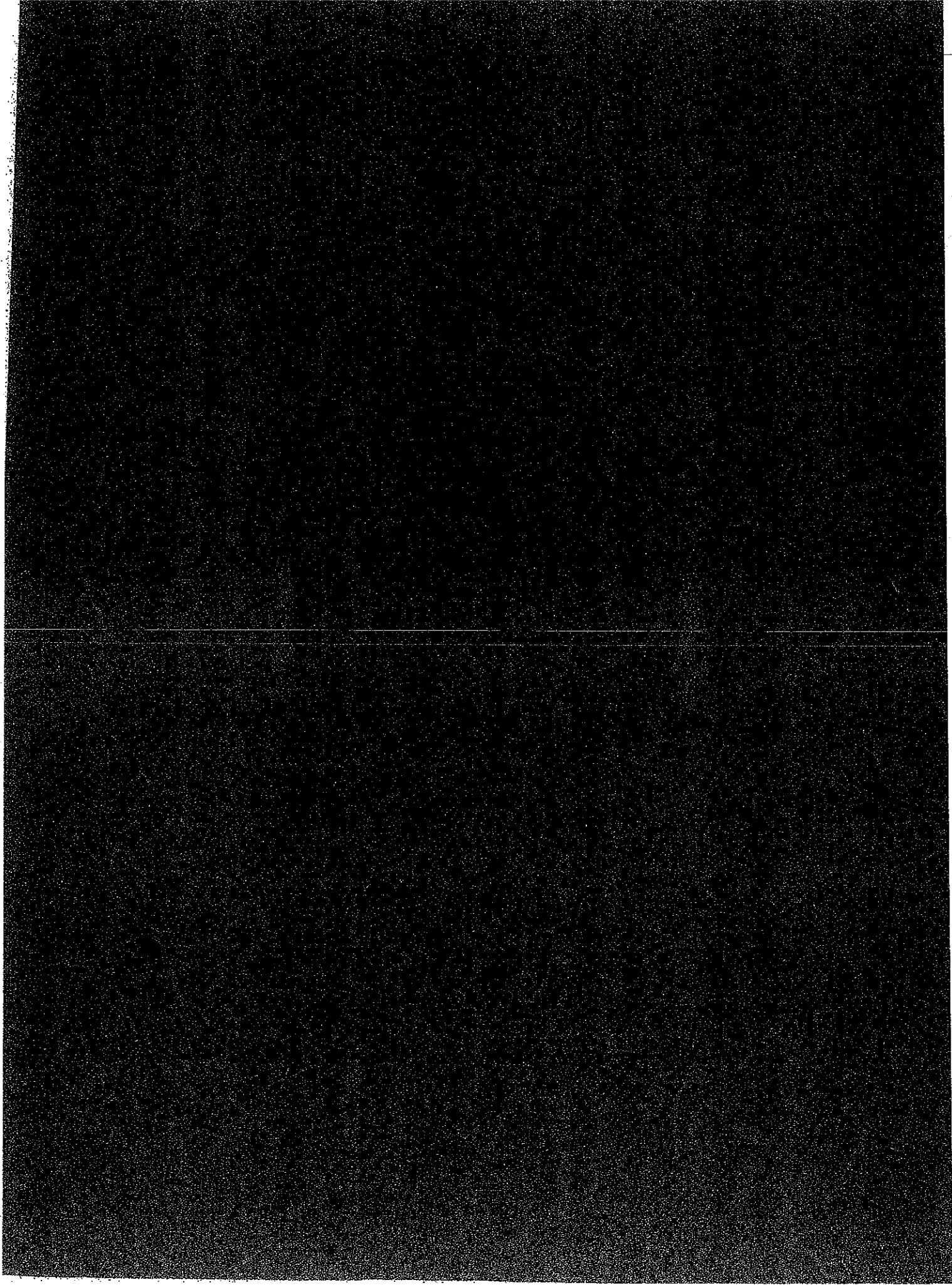
Joyce Romig

Gerry Vaerewyck

WITNESS my hand and the seal of the Township on this 20th day of December 2017.

[SEAL]

By: _____
Daniel Mator
Township Manager



ADOPTION: ORDINANCE NO. 420 (ARTICLE III CHARTER REVISIONS)

ORDINANCE NO. 420

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING PROPOSED LANGUAGE AMENDING SECTIONS C-1012, C-1015, C-1016, C-1017, C-1018, C-1019, AND C-1021 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER REMOVING TIME/DATE-SPECIFIC AND GENDER-BASED LANGUAGE, PERMITTING COMPENSATION FOR SUPERVISORS, RESTRICTING INDIVIDUAL SUPERVISOR AUTHORITY OVER DAY-TO-DAY OPERATIONS, AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS A REFERENDUM QUESTION TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 420 AS ADVERTISED AND PRESENTED.

	MOTION	SECOND	AYES	NAYES
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. FLEMING	___	___	___	___

14

OFFICIAL

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

ORDINANCE NO. 420

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING PROPOSED LANGUAGE AMENDING SECTIONS C-1012, C-1015, C-1016, C-1017, C-1018, C-1019, AND C-1021 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER REMOVING TIME/DATE-SPECIFIC AND GENDER-BASED LANGUAGE; PERMITTING COMPENSATION FOR SUPERVISORS; RESTRICTING INDIVIDUAL SUPERVISOR AUTHORITY OVER DAY-TO-DAY OPERATIONS; AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS A REFERENDUM QUESTION TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, regularly assembled, and IT IS HEREBY ORDAINED AND ENACTED by the authority of the same, that:

WHEREAS, the Board of Supervisors of West Deer Township has realized that the Home Rule Charter is in need of modernization; and

WHEREAS, the Board created a Charter Commission to review – and make recommendations regarding – the Home Rule Charter; and

WHEREAS, the Charter Commission has submitted its recommendations to the Board of Supervisors in concert with its charge.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, and it is hereby ordained and enacted by the authority of the aforesaid as follows:

SECTION 1. AMENDMENT

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1012 of the West Deer Township Home Rule Charter to be restated and read in its entirety as follows:

The terms of all Supervisors shall be four (4) years shall begin the first Monday of the year following their election.

Supervisors are not permitted to serve more than two (2) consecutive terms, but are not otherwise precluded from serving additional terms.

A partial term shall be construed as a whole term for the purpose of this section.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1015 of the West Deer Township Home Rule Charter permitting the compensation of elected officials to read in its entirety as follows:

Each supervisor shall receive compensation at the rate of fifty dollars (\$50) per month for their services. This rate may be changed by ordinance, provided that any ordinance increasing such compensation shall not become effective prior to the first day of the year following the subsequent election of supervisors.

Supervisors shall receive no other compensation – directly or indirectly – for the performance of their duties, nor receive pensions, insurance, or other forms of fringe benefits similar to those earned by regular township employees.

When authorized and approved by a majority of the Board, individual supervisors – not their family, friends, or otherwise – shall be entitled to reimbursement of actual travel and necessary expenses incurred through the course of performing their duty.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1016 of the West Deer Township Home Rule Charter to be restated and read in its entirety as follows:

A supervisor shall be a citizen of the United States, shall have been a resident of the Township for at least one (1) year prior to the date of their election, and shall be a registered voter.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1017 of the West Deer Township Home Rule Charter limiting individual supervisor interference in day-to-day operations and to read in its entirety as follows:

All authority of the Board of Supervisors shall be asserted only by the Board as a whole. No individual supervisor shall have any authority whatsoever unless such authority is specifically delegated by the Charter, or by the Board formally acting as a body.

Other than for the purposes of inquiry – or due to a vacancy in the office of Township Manager – the Board or any of its members shall deal with personnel solely through the Township Manager, and neither the Board nor any of its members shall give orders — publicly or privately — to any subordinate of the Manager.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1018 of the West Deer Township Home Rule Charter to be restated and read in its entirety as follows:

No supervisor shall hold any other compensated or uncompensated Township office or employment during the term for which they are elected to the Board, and no former supervisor shall hold any compensated Township office or employment – nor act as a paid consultant to the Township – until two (2) years after the expiration of the term for which they were elected to the Board.

In addition, no supervisor shall hold any compensated office or be employed by the County of Allegheny during their tenure as supervisor.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1019 of the West Deer Township Home Rule Charter to be restated and read in its entirety as follows:

A supervisor's position shall become vacant upon their death, resignation, or removal from office in any manner authorized by law or this Charter.

Whether elected or duly appointed to fill a vacancy in elective office, a township officer shall be removable from office only: by impeachment; by the Governor for reasonable cause after due notice and full hearing on the advice of two-thirds of the Senate; upon conviction of misbehavior in office; or of an infamous crime in accordance with the Constitution of Pennsylvania, or otherwise as may be permitted by law.

A supervisor position shall also become vacant for failure of an individual to assume such office after election thereto within forty-five (45) days after the commencement of the term thereof.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1021 of the West Deer Township Home Rule Charter permitting the Board of Supervisors to establish the time of the organization meeting and to read in its entirety as follows:

The Township Board of Supervisors shall organize on the first Monday of each January at a time formally established at the last Board of Supervisors meeting of December. If the first Monday is a legal holiday, the meeting shall take place on Tuesday instead. The Board shall elect one of their members as Chairperson and one as Vice Chair at this organizational meeting, and both shall hold such offices at the pleasure of the Board.

The Board may transact any further business it deems necessary or appropriate at the organizational meeting.

SECTION 2. BALLOT QUESTION

The West Deer Township Board of Supervisors proposes that the first question to be submitted to the voters at the election shall substantially state in the following form:

“Shall the West Deer Township Home Rule Charter be amended to: remove and/or replace time and date-specific language; replace gender-based language; permit compensation for supervisors; and restrict individual supervisor authority over day-to-day operations?”

Yes or No

SECTION 3. CALLING FOR ELECTION

The West Deer Township Board of Supervisors has determined that approval of the electors of West Deer Township shall be obtained in the primary election on 15 May 2018 (presumably), in Allegheny County, Pennsylvania. Under the provisions of the Home Rule Charter and Option Plan Law (supra.), a certified copy of this Ordinance and the election questions shall be forwarded to the Allegheny County Board of Elections on or prior to the thirteenth (13th) Tuesday before the 2018 primary election so that the question may be placed on the ballot for the primary election.

SECTION 4. SEVERABILITY

It is the express intent of the West Deer Township Board of Supervisors that the provisions of this Ordinance are severable. If any section, subsection, sentence, clause, or phrase in this Ordinance shall be held to be illegal, invalid, or unconstitutional, the remaining provisions shall not be affected or impaired.

SECTION 5. REPEAL

Any ordinance or any part of any ordinance conflicting with the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective in accordance with the provisions of the West Deer Township Home Rule Charter.

ORDAINED AND ENACTED this 20th day of December 2017.

ATTEST:

WEST DEER TOWNSHIP

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

Approved as to Form:

Township Solicitor

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 20 December 2017, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes No Abstain Absent

Jeffrey D. Fleming, Chairperson

Richard DiSanti, Vice Chairperson

Rick W. Florentine

Leonard Guerre

Shirley Hollibaugh

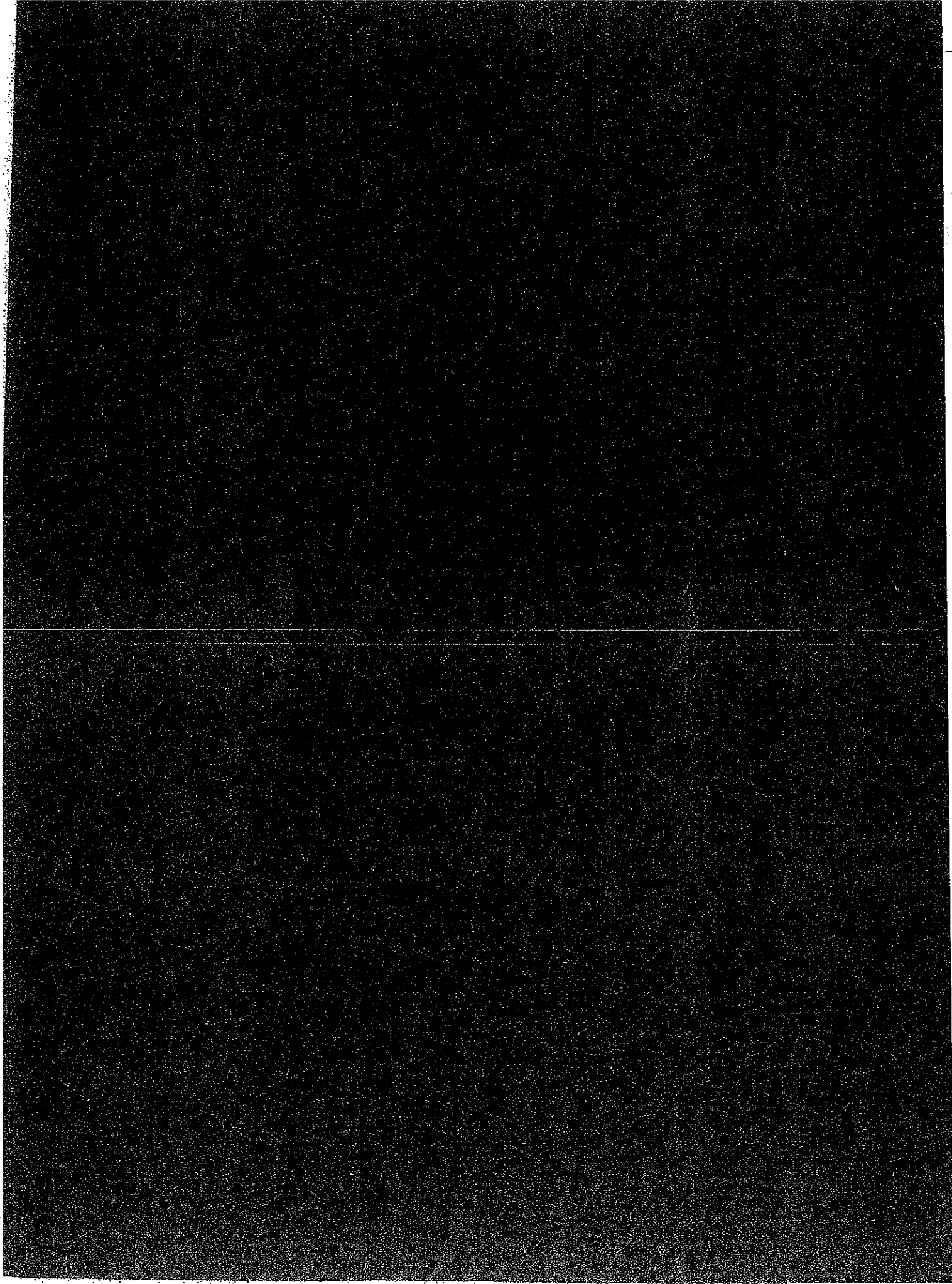
Joyce Romig

Gerry Vaerewyck

WITNESS my hand and the seal of the Township on this 20th day of December 2017.

[SEAL]

By: _____
Daniel Mator
Township Manager



ADOPTION: ORDINANCE NO. 421 (ARTICLE IV CHARTER REVISIONS)

ORDINANCE NO. 421

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING PROPOSED LANGUAGE, AMENDING SECTIONS C-1034, C-1035, AND C-1041 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER REMOVING GENDER-BASED LANGUAGE, ALLOWING FOR MODERN FORMS OF ELECTRONIC COMMUNICATION AND PUBLIC PARTICIPATION, MAKING TYPOGRAPHICAL CORRECTIONS, AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS A REFERENDUM QUESTION TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 421 AS ADVERTISED AND PRESENTED.

	MOTION	SECOND	AYES	NAYES
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLEMING	___	___	___	___

15

OFFICIAL

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

ORDINANCE NO. 421

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING PROPOSED LANGUAGE AMENDING SECTIONS C-1034, C-1035, AND C-1041 OF THE WEST DEER TOWNSHIP HOME RULE CHARTER REMOVING GENDER-BASED LANGUAGE; ALLOWING FOR MODERN FORMS OF ELECTRONIC COMMUNICATION AND PUBLIC PARTICIPATION; MAKING TYPOGRAPHICAL CORRECTIONS; AND RECOMMENDING SPECIFIC LANGUAGE REGARDING THE SAME TO BE PLACED ON THE 15 MAY 2018 (PRESUMABLY) PRIMARY ELECTION BALLOT AS A REFERENDUM QUESTION TO BE VOTED UPON BY THE ELECTORATE OF WEST DEER TOWNSHIP.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, regularly assembled, and IT IS HEREBY ORDAINED AND ENACTED by the authority of the same, that:

WHEREAS, the Board of Supervisors of West Deer Township has realized that the Home Rule Charter is in need of modernization; and

WHEREAS, the Board created a Charter Commission to review – and make recommendations regarding – the Home Rule Charter; and

WHEREAS, the Charter Commission has submitted its recommendations to the Board of Supervisors in concert with its charge.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of West Deer Township, and it is hereby ordained and enacted by the authority of the aforesaid as follows:

SECTION 1. AMENDMENT

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1034 of the West Deer Township Home Rule Charter incorporating modern technology methods into public participation, modernizing language, removing gender-specific language, and to read in its entirety as follows:

It shall be the duty of the Board to meet stately at least once a month. The Board may adjourn to a stated time for general business or for special business. If no quorum is present at a regular or adjourned meeting, a majority of those who do meet may agree upon another date for a meeting and may continue to so agree until the meeting is held.

Special meetings may be called by the Chairperson – or upon the request of a simple majority of the members of the Board – and must be communicated in a manner which can be audited (e.g., written or electronic communication). Members shall be given at least twenty-four (24) hours notice of such special meetings. The notice shall state whether it is for general or special purposes, and – if for special purposes – the notice shall contain a statement of the nature of the business to be considered.

Presence at a meeting constitutes waiver of notice.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1035 of the West Deer Township Home Rule Charter incorporating modern technologies into public openness and transparency, modernizing language, removing gender-specific language, and to read in its entirety as follows:

The Board shall make and preserve minutes and records of its proceedings. Copies of minutes and records of proceedings shall be open for public inspection at the Township building during regular hours, and minutes shall also be made accessible to the public electronically.

At least five (5) days prior to any regular meeting, the administration shall release an agenda of the regular meeting. In addition, within one week after a regular or special meeting, the administration shall release a summary of action taken at the meeting.

For the purposes of this section, releases may appear in any newspaper or other print or electronic publication – including the Township website – which is generally available to the residents of the Township and is published or updated at least once a month.

The meeting agenda may be adjusted at any time – including during the meeting itself – to include new items, but those new items must be recorded in the minutes, and no

formal action can be taken without prior public notice in accordance with all applicable laws.

Any emergency matters may be considered at special meetings upon twenty-four (24) hours' notice.

The West Deer Township Board of Supervisors hereby initiates a referendum to amend Section C-1041 of the West Deer Township Home Rule Charter enhancing citizens' right to be heard and modernizing language, and to read in its entirety as follows:

The Board shall provide reasonable opportunity for interested residents and taxpayers of the Township to address the Board on matters of general or special concern. This opportunity may be afforded the public either at the regular monthly Board meeting or at a special meeting set for this purpose.

Residents and taxpayers of the Township have the right to be a registered speaker at a regular business meeting and can do so by contacting the Township Manager a minimum of one week prior to the meeting and requesting to be placed on the agenda.

SECTION 2. BALLOT QUESTION

The West Deer Township Board of Supervisors proposes that the first question to be submitted to the voters at the election shall substantially state in the following form:

"Shall the West Deer Township Home Rule Charter be amended to: remove gender-based language; allow for modern forms of electronic communication and public participation; and make typographical corrections?"

Yes or No

SECTION 3. CALLING FOR ELECTION

The West Deer Township Board of Supervisors has determined that approval of the electors of West Deer Township shall be obtained in the primary election on 15 May 2018 (presumably), in Allegheny County, Pennsylvania. Under the provisions of the Home Rule Charter and Option Plan Law (supra.), a certified copy of this Ordinance and the election questions shall be forwarded to the Allegheny County Board of Elections on or prior to the thirteenth (13th) Tuesday before the 2018 primary election so that the question may be placed on the ballot for the primary election.

SECTION 4. SEVERABILITY

It is the express intent of the West Deer Township Board of Supervisors that the provisions of this Ordinance are severable. If any section, subsection, sentence, clause, or phrase in this Ordinance shall be held to be illegal, invalid, or unconstitutional, the remaining provisions shall not be affected or impaired.

SECTION 5. REPEAL

Any ordinance or any part of any ordinance conflicting with the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective in accordance with the provisions of the West Deer Township Home Rule Charter.

ORDAINED AND ENACTED this 20th day of December 2017.

ATTEST:

WEST DEER TOWNSHIP

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

Approved as to Form:

Township Solicitor

CERTIFICATE

I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 20 December 2017, and that at such meeting a quorum was present and acting throughout, after due notice to the members of the Board of Supervisors of West Deer Township and to the public and such meeting was at all times open to the public; that the Ordinance was duly recorded in the West Deer Township Minutes Book and that a summary thereof was published as required by law in a newspaper of general circulation in the Township. I further certify that the Township met the advance requirements of Act No. 1998-93 by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Supervisors; that the total number of members of the Board of Supervisors is seven; and the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

Yes No Abstain Absent

Jeffrey D. Fleming, Chairperson

Richard DiSanti, Vice Chairperson

Rick W. Florentine

Leonard Guerre

Shirley Hollibaugh

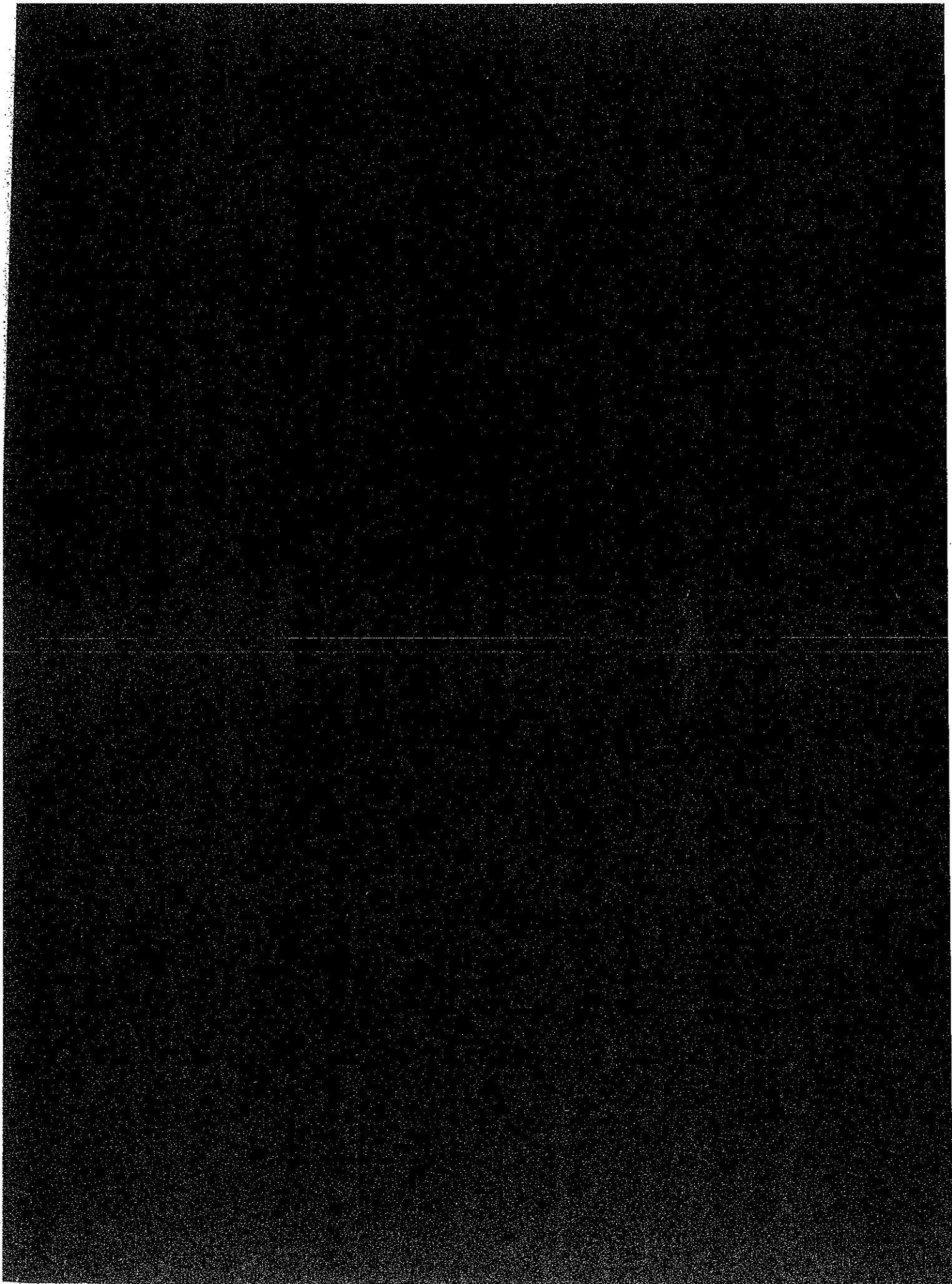
Joyce Romig

Gerry Vaerewyck

WITNESS my hand and the seal of the Township on this 20th day of December 2017.

[SEAL]

By: _____
Daniel Mator
Township Manager



RESOLUTION NO. 2017- 13: VACANT PROPERTY

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER ACKNOWLEDGING THAT THE ACQUISITION AND SUBSEQUENT DISPOSITION OF A PARCEL WITH LOT AND BLOCK NUMBER 1669-N-244 WOULD BE IN ACCORDANCE WITH THE COMPREHENSIVE PLAN OF THE MUNICIPALITY.

RESOLUTION ATTACHED.

PROPERTY LOCATION: BRYSON ROAD

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-13 ACKNOWLEDGING THAT THE ACQUISITION AND SUBSEQUENT DISPOSITION OF A PARCEL WITH LOT AND BLOCK NUMBER OF 1669-N-244 WOULD BE IN ACCORDANCE WITH THE COMPREHENSIVE PLAN OF THE MUNICIPALITY.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

13

WEST DEER TOWNSHIP
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2017-13

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER ACKNOWLEDGING THAT THE ACQUISITION AND SUBSEQUENT DISPOSITION OF PARCEL WITH LOT AND BLOCK NUMBER 1669-N-244 WOULD BE IN ACCORDANCE WITH THE COMPREHENSIVE PLAN OF THE MUNICIPALITY.

WHEREAS, the Township of West Deer, hereinafter referred to as "Municipality", in cooperation with the County of Allegheny and the Redevelopment Authority of Allegheny County are participating in the Allegheny County Vacant Property Program (Program); and

WHEREAS, certain properties have been submitted to the County for consideration under the Program known and identified as Lot and Block Number: 1669-N-244 and;

WHEREAS, under the Program the Municipality is required to review the property acquisition and propose disposition, and submit its approval to the County that said acquisition and proposal resale is in accordance with the Municipality's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the West Deer Township Board of Supervisors as follows:

1. That the above listed properties have been reviewed by the Municipality and it approves that its acquisition and subsequent disposition under the Program would be in accordance with the Comprehensive Plan of the Municipality.
2. That a certified copy of this Resolution should be forwarded to the County of Allegheny and the Redevelopment Authority.

RESOLVED this 20 day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Township Manager

Chairman, Board of Supervisors

CERTIFIED COPY

I, the undersigned, the duly appointed Manager of the Township of West Deer, Allegheny County, Pennsylvania (the "Township") hereby certify that: The foregoing is a true and correct copy of a Resolution of the Township Board of Supervisors (the "Supervisors") which was duly adopted by the Supervisors in a public session duly convened on December 20, 2017. The said Resolution has been duly recorded in the official Minutes of the Township of West Deer, Allegheny County, Pennsylvania. The said Resolution remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Supervisors of the Township complied with the requirements of the "Sunshine Act," Act of July 3, 1986, P.L. 388, No. 84 § 1 et seq. (65 P.S. § 271-286) as amended, relative to the adoption of the foregoing Resolution.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the Township, this 20 day of December, 2017.

(SEAL)

Daniel J. Mator, Jr.
Township Manager

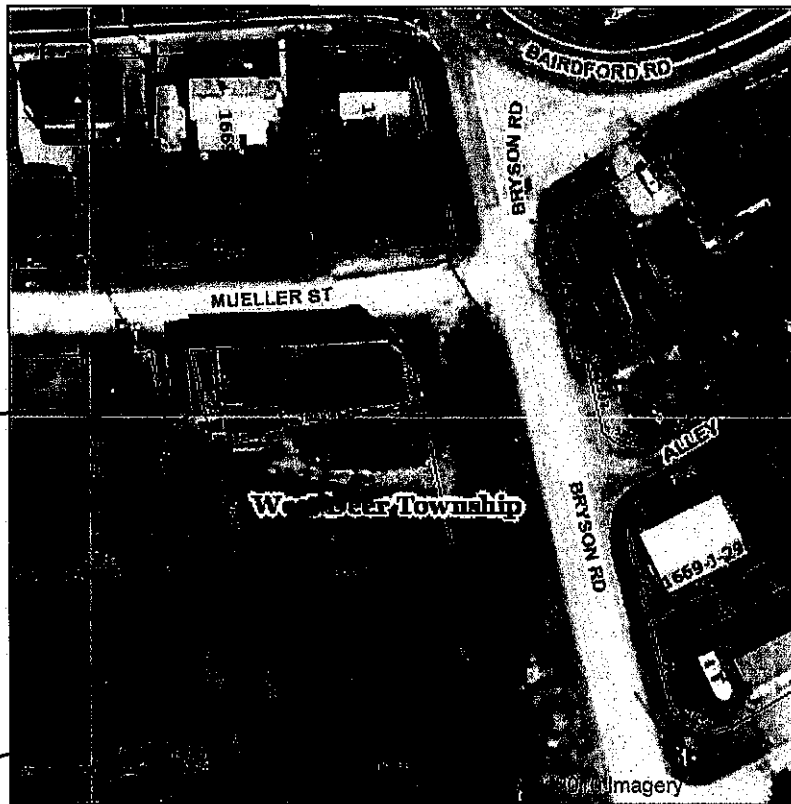
Parcel ID : 1669-N-00244-0000-00
Property Address : BRYSON RD
GIBSONIA, PA 15044

Municipality : 952 West Deer
Owner Name : MARTIN GEORGE E

Data displayed on this map is for informational purposes only. It is not survey accurate and is meant to only show a representation of property lines.

Print

Note: This button uses pop-ups. Please click help button for further printing instructions.



10 year Strategy

Indiana/West Deer Townships

4. Explore potential incentives for commercial/industrial development in designated areas. Years 1-3
 - a. Research federal and state funding resources to support create incentives.
 - b. Employ local tax abatement as appropriate.
5. Explore options for public transportation opportunities that would provide access to, at a minimum, the city of Pittsburgh (possible joint strategy). Years 4-7
 - a. Meet with the Port Authority of Allegheny County to discuss the opportunities and demand requirements for providing transit service to Indiana and West Deer Townships.
 - b. Conduct a feasibility assessment to determine the level of interest in transit service and the potential demand for services based on opportunities identified by the Port Authority.
 - c. Identify priority locations for transit stops and/or park-and-ride locations.
 - d. Identify improvements and associated permits required to support public transit.
6. Improve highway infrastructure to provide more and better accessibility (joint transportation plan). Years 4-7
7. Expand public water and sewer infrastructure to replace on-lot systems – especially in areas designated for growth (joint planning opportunity). Years 4-7
 - a. Work with public water and sewer providers in each township to determine capacity to accommodate projected growth beyond 2020.

HOUSING

As previously noted, the majority of developed land in Indiana Township is residential. The rural character of the township and the quality of the school district can make it an attractive place for families with children and one of the township's greatest strengths is the availability of land for potential development. Although the majority of homes are single-family owner-occupied, existing housing is available at a variety of price-points that are affordable for all income levels, from starter homes to those priced for mid-range and upper income levels. However, based on information gathered from Advisory Committee members, many of the newer homes that are being built in the township are not affordable for the average household in Indiana Township.

The mix of age groups within a community is an important indicator in planning for future housing. As seen in the "Existing Conditions" section of the Joint Comprehensive Plan, the

Indiana/West Deer Townships

population in Indiana Township is aging, and the population between the ages of 25 and 54 is steadily declining. A community with an aging population that is not attracting new, younger residents can expect and plan for the following:

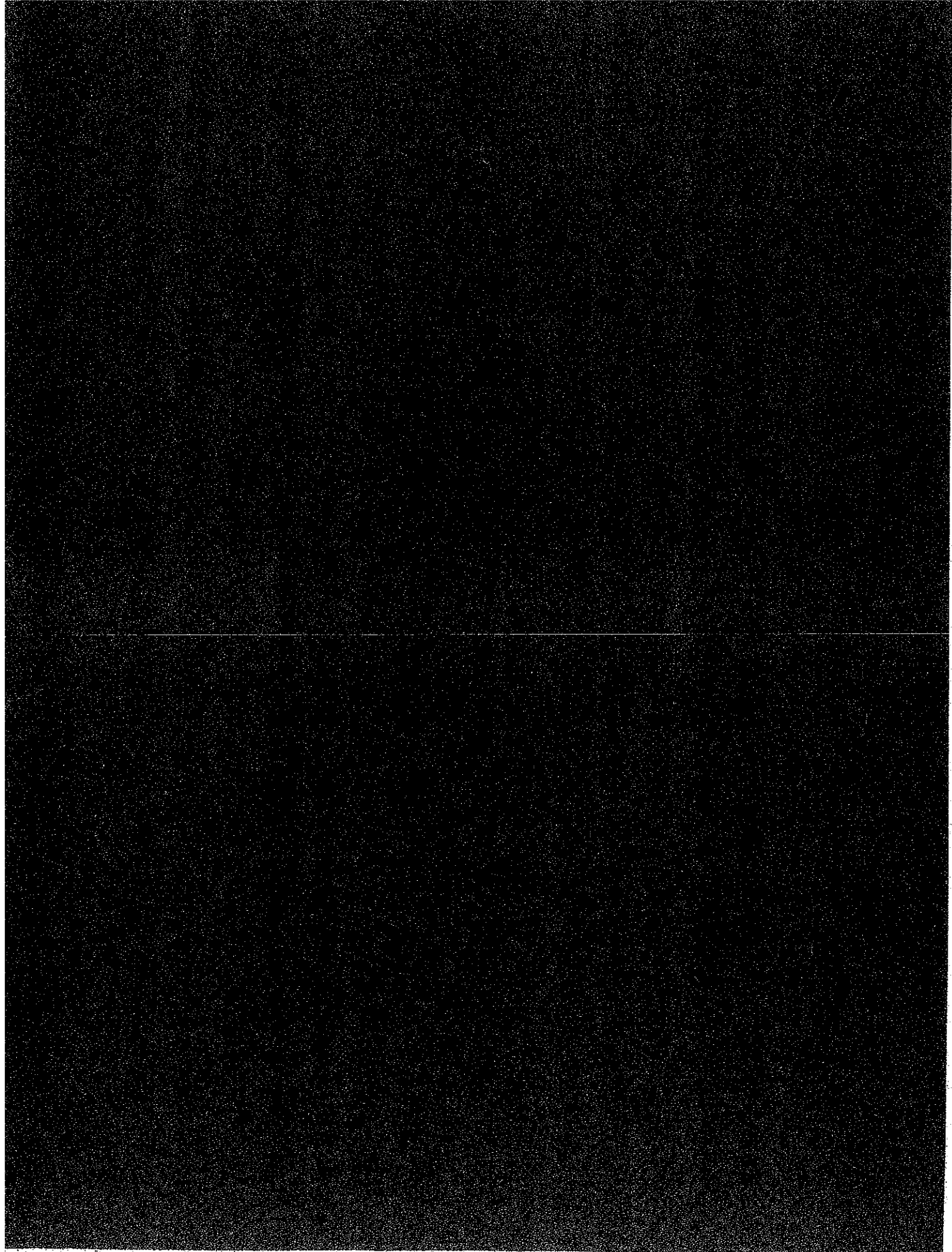
- Lower birth rates and higher death rates, which will lead to decreases in population
- An increase in housing vacancies as the population decreases
- A smaller workforce, which can make the area less attractive to new businesses
- A decrease in tax revenue as property assessment values and earned income decrease

As in Indiana Township, residential is the primary land use in West Deer Township, and one of its strengths is the abundance of developable land. The majority of housing in the township is single-family owner-occupied, with a variety of price-points that are affordable for all income levels. As previously noted, one of the township's weaknesses is the lack of commercial development. As in Indiana Township, West Deer Township is also experiencing a steady decline in the population between the ages of 25 and 54.

Indiana and West Deer Townships' strategies over the next 10 years for providing adequate housing for its current and future residents include the following:

1. Encourage (Indiana Township) or maintain (West Deer Township) greater diversity in new housing development – both in types of housing and in price points that are affordable to all income levels. Years 1-3
 - a. Allow for areas with higher density to support affordable housing.
 - b. Employ inclusionary zoning to require a minimum number of affordable units in new housing developments.
2. Explore options and incentives for the acquisition and demolition of blighted properties. Years 1-3
 - a. Research federal state and county funding sources for acquisition and/or demolition of blighted properties.
 - b. Seek assistance from Allegheny County Redevelopment Authority (or other appropriate county agency) for property acquisition if needed.
3. Review current codes governing property maintenance and implement a code enforcement process to mitigate the potential of future blight. Years 1-3

Although residents of Indiana Township have convenient access to over four million square feet of retail amenities outside the township, there is a lack of neighborhood-scale commercial development in the township. In addition, there is a lack of land available with zoning that allows for commercial development, and many residents living in existing residential



ADOPTION: RESOLUTION NO. 2017-14 (SECRETARIAL UNION AGREEMENT)

ATTACHED IS RESOLUTION NO. 2017-14, WHICH RATIFIES THE NEGOTIATED AGREEMENT BETWEEN THE TEAMSTERS LOCAL 205 UNION (SECRETARIAL) AND THE TOWNSHIP. THIS AGREEMENT IS EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020.

WHAT ACTION DOES THE BOARD WITH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-14 RATIFYING THE TEAMSTERS LOCAL 205 (SECRETARIAL UNION) AGREEMENT EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020, AND TO AUTHORIZE ITS EXECUTION BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS AND THE TOWNSHIP MANAGER.

	MOTION	SECOND	AYES	NAYES
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

17

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-14**

**A RESOLUTION RATIFYING THE NEGOTIATED AGREEMENT BETWEEN THE TEAMSTERS
LOCAL 205 SECRETARIAL UNION AND WEST DEER TOWNSHIP, EFFECTIVE 1 JANUARY
2018 THROUGH 31 DECEMBER 2020.**

BE IT RESOLVED by the Board of Supervisors of the Township of West Deer, County of Allegheny, Commonwealth of Pennsylvania, and in accordance with the authority granted by the Laws of the Commonwealth of Pennsylvania, being but not limited to the applicable provisions of the Second Class Township Code and the West Deer Township Home Rule Charter, as follows:

Section 1: The Board of Supervisors of West Deer Township, with the Township Manager and negotiating committee acting as its agents, negotiated in good faith with the Secretarial Union representatives.

Section 2: Through mutual effort, respect, and professionalism, a tentative agreement was reached.

Section 3: The provisions of that tentative agreement are as follow:

1. Three-year term
2. Wage increases following the Police Union arbitration award of:
 - a. 2.75% in 2018
 - b. 2.75% in 2019
 - c. 2.5% in 2020
3. A one-time signing bonus of \$1,750 for each current employee
4. Healthcare contribution increases following the Police Union arbitration award of:
 - a. 2018- 6% of the premium + 7% of the premium increase over the 2017 rate
 - b. 2019- 7% of the premium + 7% of the cumulative premium increase over the 2017 rate
 - c. 2020- 7% of the premium + 7% of the cumulative premium increase over the 2017 rate
5. Vacation day cap increased to five weeks as per the Police Union arbitration award
6. New hire pay tiers increased to six weeks as per the Police Union arbitration award
7. Longevity pay increased to \$800 per year for all current employees hired before 1 January 2010, payable the first paycheck of December

of each year. In the case of retirement, this pay will be paid post-retirement if the employee retires after the anniversary date of their hiring.

8. The \$4,500 life insurance provision will be eliminated
9. The employees shall submit notice to the Township of their intent to retire as soon as is practicable. If the employee submits notice no less than four months prior to the date of actual retirement, then the employee shall receive a post-retirement bonus of \$1,000. Ten (10) business days after the submission of the notice of intent to retire, the employee's retirement will become irrevocable.
10. Sick leave for all new hires and employees hired after 1 January 2010 will be reduced to ten days per year, able to accumulate to 90 days, with no annual buyback
 - a. Sick days will be bought-back at a rate of 75% upon retirement
 - b. For the purpose of the retirement benefit calculation, only days accumulated during the averaging period will be used
11. Non-substantive language of the agreement will be clarified for mutual benefit between the three unions and the Township sometime in 2018.

Section 4: The members of the Union have signed the agreement, thus demonstrating their intent to enter into a formal agreement with the Township, and the Board of Supervisors – through this action of ratifying the agreement – agrees to do the same.

ADOPTED this 20th day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

AGREEMENT BETWEEN

WEST DEER TOWNSHIP

and

**TEAMSTERS LOCAL UNION NO. 205
SERVICE PERSONNEL AND EMPLOYEES OF
THE DAIRY INDUSTRY,**

January 1, 2018 through December 31, 2020

Table of Contents

ARTICLE NO. 1 - RECOGNITION 1

ARTICLE NO. 2 - UNION SECURITY 1

ARTICLE NO. 3 - DUES CHECK-OFF 2

ARTICLE NO. 4 - MANAGEMENT RIGHTS 2

ARTICLE NO. 5 - JOB CLASSIFICATION AND WAGE RATES 3

ARTICLE NO. 6 - WORKWEEK AND HOUR REGULATIONS 5

ARTICLE NO. 7 - SENIORITY 6

ARTICLE NO. 8 - HOLIDAYS 7

ARTICLE NO. 9 - VACATIONS 8

ARTICLE NO. 10 - GRIEVANCES AND STRIKES 9

ARTICLE NO. 11 - SUSPENSION AND DISCHARGE 10

ARTICLE NO. 12 - JOB STEWARDS 12

ARTICLE NO. 13 - BEREAVEMENT PAY 12

ARTICLE NO. 14 - HEALTH AND WELFARE PROGRAM 13

ARTICLE NO. 15 - PENSION PROGRAM 14

ARTICLE NO. 16 - SICK LEAVE 14

ARTICLE NO. 17 - UNEMPLOYMENT COMPENSATION 15

ARTICLE NO. 18 - OTHER BENEFITS 15

ARTICLE NO. 19 - NON-DISCRIMINATION 16

ARTICLE NO. 20 - JURY DUTY 16

ARTICLE NO. 21 - PROTECTION OF RIGHTS 17

ARTICLE NO. 22 - GENERAL PROVISIONS 17

ARTICLE NO. 23 - SEPARABILITY AND SAVINGS CLAUSE 18

ARTICLE NO. 24 - LIE DETECTOR TEST 19

ARTICLE NO. 25 - EFFECTIVE DATE 19

AGREEMENT

MADE AND ENTERED into this 18th day of October 2017, by and between WEST DEER TOWNSHIP (hereinafter referred to as the "Employer") and SERVICE PERSONNEL AND EMPLOYEES OF THE DAIRY INDUSTRY, TEAMSTERS LOCAL UNION NO. 205, of White Oak, Pennsylvania, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE NO. 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all full-time and regular part-time, white-collar, non-professional employees including, but not limited to, office clerical, and excluding professional employees, management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act. PERA-R-91-50-W.

ARTICLE NO. 2 - UNION SECURITY

All present employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall have the choice to join the Local Union, as per Act 195.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith notify such person of their right to join the Local Union.

All present employees who are members of the Union at the time this Agreement is executed, and those who voluntarily become members of the Union after the date of this Agreement shall maintain their membership in the Union for the duration of this Agreement as a condition of their employment, except that any such employee or employees may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

Each non-member in the bargaining unit represented by the Union shall be required to pay a fair share of the fee as provided by Act 399 of 1993.

The Township and the Union agree to comply with all provisions of said law.

The Union agrees to extend to all non-members the opportunity to join the Union. If any legal action is brought against the Township as a result of any actions it is required to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of the Township at the Union's expense and through counsel selected by the Union. The Township agrees to give the Union immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case.

The Union agrees in any actions of defendant, to indemnify and hold the Township harmless for any monetary damages the Township may be liable for as a consequence of its compliance with this Article.

The Township agrees to deduct a fair share fee monthly from all employees in the bargaining unit who are not members of the Union.

Authorization for non-members to deduct fair share fee shall not be required. The amount that should be deducted shall be certified to the Township by the Union.

The Union agrees to defend, indemnify, and save the Employer harmless from any and all claims, suits, or other forms of liability arising out of, or by reason of, action taken by the Employer under the provisions of this Article.

ARTICLE NO. 3 - DUES CHECK-OFF

The Employer agrees to deduct from the wages of all employees covered by this Agreement on the first pay of each month, the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions within ten (10) days after the pay day on which they are deducted. Written authorization from the employee in compliance with all of the requirements of the Public Employee Relations Act shall be furnished to the Employer. No deduction shall be made which is prohibited by applicable law.

The Union agrees to defend, indemnify, and save the Employer harmless from any and all claims, suits, or other forms of liability arising out of a deduction of money for Union dues, initiation fees, or uniform assessment under this Article.

ARTICLE NO. 4 - MANAGEMENT RIGHTS

The functions and responsibilities of Management are retained and vested exclusively in the Employer except as otherwise specifically abridged or modified by the express provisions of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy plus those necessitated by the unique nature of providing services to residents of the Township.

The Employer reserves the right to establish, revise and administer policies and procedures, training, operations, services, and maintenance; to hire, to promote, to evaluate, to transfer, furlough, and recall employees to work; to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees, their hours of work and duties to be performed by them; to maintain the efficiency and effectiveness of employees; to establish, expand, reduce, appoint, combine, and consolidate, or abolish any job classification, department, operation, or service; to determine staffing patterns and ratios and areas worked; to introduce new equipment and supplies; to determine schedules and assignment of employees to those

schedules; to control and regulate the use of facilities, supplies, equipment, and other property of the Township; to determine the number, location, and operation of divisions, departments, and other units of the Township; to subcontract for work, provided such subcontracting does not result in the layoff or elimination of bargaining unit employees, to determine the assignment of work, the qualifications required, and the size and composition of the work force including the number of positions; to make or change Employer rules, regulations, policies, and practices as the Employer in its sole discretion deems appropriate, and otherwise to help the Township attain and maintain full operating efficiency and effectiveness, and direct the work force; to assign and transfer employees to other departments or jobs, as Township operating needs may require.

Nothing herein contained is to be considered to mean that any employee or group of employees has inherent rights to a particular task or job, nor is their work restricted to a particular task or job. Job duties and descriptions shall be as determined by the Township. The Union, for itself and on behalf of all employees, agrees to cooperate with the Township to attain and maintain maximum productivity and full efficiency. It is understood and agreed that employees shall comply with Township rules, regulations, and policies now in force – or as hereafter revised or adopted – and that employees will be required to perform all duties assigned.

When the Township adopts, repeals or revises a personnel rule, regulation, or policy applicable to employees covered by this Agreement, notice of the change will be provided to the employees and to the Union.

It shall not be contrary to this Agreement for a supervisor to fill in when an employee is unexpectedly absent, or to perform incidental bargaining unit work.

Nothing in this Agreement shall be interpreted to restrict the right of the Township to contract for services of independent contractors or to hire seasonal employees to perform bargaining unit work, so long as such contracting or subcontracting or seasonal employment is not for the purpose of causing the lay-off or elimination of bargaining unit employees. Independent contractors and seasonal employees employed under this provision shall not be subject to the terms and conditions of this Agreement. Seasonal employment shall be defined as the period between May 1 and August 31 of each year.

ARTICLE NO. 5 - JOB CLASSIFICATION AND WAGE RATES

The following are the job classifications of the employees covered by this Agreement and their wage rates:

	2018	2019	2020	Agreement Signing Bonus
Administrative Assistant	\$24.19	\$24.85	\$25.47	\$1,750
Administrative Assistant (Police Department)	\$21.91	\$22.51	\$23.07	\$1,750
Part-Time Zoning Assistant	\$17.07	\$17.54	\$17.98	\$1,750

A. It is understood that no compensation or wages agreed to in this Agreement shall be construed as other than a minimum and no maximum wage shall be set for any classification or employee.

B. New Employees

All new employees shall be considered probationary employees for a period of one (1) year from the beginning of their employment, during which time they shall have no seniority and no rights to holiday pay, bereavement pay, or jury duty pay.

During the one year period of probation, the employee shall be entitled to hospitalization, surgical and major medical programs after completing ninety (90) consecutive calendar days of employment, of which the probationary employee has worked a full schedule of work days.

New Employees shall be paid under a six-tier "percent of prevailing rate" which shall be effective for all employees hired after 1 January 2017 as follows:

- Starting Rate 65%
- At completion of probation 80%
- At completion of two years 85%
- At completion of three years 90%
- At completion of four years 95%
- At completion of five years 100%

A new employee may be summarily dismissed during the probationary period at the sole discretion of the Employer. If the employee is retained beyond the one-year probationary period, they shall immediately thereafter be classified as a regular employee and their seniority shall commence as of the date of their original employment.

Probationary employees shall otherwise enjoy and be bound by all of the other provisions of this Agreement.

C. Longevity Bonus

Beginning in 2018, each employee hired prior to 1 January 2017 shall receive longevity pay of \$800, payable the first paycheck of December each year of the agreement.

For the purposes of retirement eligibility, this pay will be paid as a post-retirement benefit, provided the employee retires after the anniversary date of their hiring.

D. Retirement Bonus

The employees shall submit notice to the Township of their intent to retire as soon as is

practicable. If the employee submits notice no less than four months prior to the date of actual retirement, then the employee shall receive a post-retirement bonus of \$1,000.

Ten (10) business days after the submission of the notice of intent to retire, the employee's retirement will become irrevocable.

A one-time window will be created for any employee choosing to retire between 1 January 2018 and 28 February 2018. During that period, the post-retirement retirement bonus will be \$2,000 instead of the aforementioned \$1,000, and the four-month requirement shall be deemed satisfied if any employee submits notice of retirement prior to the actual 18 October 2017 adoption of the agreement and retires in the aforementioned window.

ARTICLE NO. 6 - WORKWEEK AND HOUR REGULATIONS

A. The regular workweek for all office clerical employees covered by this Agreement shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The Administrative Assistant shall work from 8:00 a.m. to 4:00 p.m. and the Administrative Assistant to the Police Department shall work from 7:00 a.m. to 3:00 p.m., except Thursdays which shall be 12:00 p.m. to 8:00 p.m. A regular workday shall consist of eight (8) consecutive hours of work inclusive of a one-half (1/2) hour lunch period. A split shift shall not be permitted at any time.

B. Time and one-half (1-1/2x) will be paid for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek. Double-time (2x) will be paid for all work on Sundays and Holidays for an employee. There will be no pyramiding of overtime payments under this Agreement.

In accordance with Township policy, overtime shall only be authorized by the Township Manager or Chairman of the Board of Supervisors.

C. The payroll period shall commence on Tuesday at midnight (12:00 a.m.) and shall conclude the following Monday at midnight (12:00 a.m.). The payroll shall be bi-weekly on Fridays. Any changes must be approved by the Bargaining Unit.

D. A regular schedule of workdays and working hours for all employees shall be posted. The scheduled workweek shall be Sunday through Saturday midnight. Such schedule shall not be changed unless at least forty-eight (48) hours notice of such change is given to the employee or employees involved.

E. Any employee who is called back to work after completing their regular day's work shall be guaranteed two and one-half (2-1/2) hours work at time and one-half (1-1/2). In accordance with Township policy, "call backs" shall only be authorized by the Township Manager or Chairman of the Board of Supervisors.

- F. Any employee who is assigned to work in a higher paid job classification shall receive the rate of pay for such higher paid job classification for the hours he so works. However, if an employee is temporarily assigned to work in a lower paid job classification, he shall nevertheless be paid his regular rate of pay. This provision will only apply after an employee has assumed the duties for a period of more than one (1) week.
- G. No employee shall be justified or warranted, without valid reason, to refuse to work overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitates the performance of such overtime work.
- H. Any regular full-time employee who reports to work as scheduled shall be guaranteed at least four (4) hours work and/or pay for such day.

ARTICLE NO. 7 - SENIORITY

- A. Seniority is based on length of continuous service the employee has with the Employer. Seniority shall be accumulated during absence due to illness, layoff or permitted leave of absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

The Employer agrees to bid all jobs. All Township employees shall be given the opportunity to bid and, if no one bids, the Township may hire whomever they wish.

- B. In all cases of layoffs, Township-wide seniority shall prevail, i.e., the last person hired is the first person to be laid off. The determination of the ability of any employee to perform the available work shall rest with the Employer, subject to the grievance procedure in this Agreement.
- C. All new employees shall be considered probationary employees for a period of one (1) year from the beginning of their employment, during which time they shall have no seniority and no rights to holiday pay, insurance benefits, bereavement pay or jury duty pay, but they shall otherwise enjoy and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said one (1) year period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the one (1) year probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his original employment and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.
- D. In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of twelve (12) consecutive working days. The senior employee bidding for such job shall have the first opportunity to qualify for such

job. Although the Union recognizes that the employee with the greatest seniority bidding for the job may not be capable of performing such job, the Employer agrees that it will give the employee with the greatest seniority bidding for such job first consideration for same. However, the determination of the ability of any employee to perform such job shall rest with the Employer.

- E. The Employer agrees to supply the Union, within one (1) week after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement and their length of service with the Employer and in the department in which they are employed in departmental seniority order. Such lists shall be kept up to date by notice to the Union of all employees who are listed, laid off, discharge, hired or rehired.
- F. In temporary transfers, seniority shall prevail with the understanding that the employee with the least seniority who has the ability to perform such job must accept such assignment if employees with more seniority refuse such assignment.
- G. Seniority shall be broken for any of the following reasons: an employee quits or resigns; an employee is discharged for cause; or an employee is laid off for a period longer than twenty-four (24) consecutive months unless they are disabled due to injury on the job.
- H. The Employer shall notify the Union of any contemplated layoffs and the cause therefore.
- I. The employee has the right to turn down a temporary job, but must return to work when a full-time position is offered.

ARTICLE NO. 8 - HOLIDAYS

- A. The Employer shall grant to all employees thirteen (13) holidays with full pay. However, the part-time employee shall only be granted full pay for holidays that fall on their normal workday.

The holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Veteran's Day	Two (2) Personal Days

- B. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

- C. All employees shall receive eight (8) hours of straight time pay for no work performed on each of the above-enumerated holidays.
- D. When one of the above-enumerated holidays falls on an employee's scheduled day off, such employee shall nevertheless be paid for such holiday.
- E. If a holiday occurs within the forty (40) hour scheduled work week, such holiday, whether worked or not, shall be considered as hours worked for the purpose of determining weekly overtime. Holiday pay for no work performed shall be paid at the employee's straight time hourly rate.
- F. Any employee who is required to work on any of the above enumerated holidays during the normal regular scheduled work week shall be paid one and one-half (1-1/2) times his regular hourly rate of pay plus holiday pay.
- G. Personal days must be taken by the employees before the last day of December of each year of the contract.

ARTICLE NO. 9 - VACATIONS

All regular full-time employees covered under this Agreement shall be eligible for paid vacations based on service in the previous year in accordance with the following schedule:

Length of Service	Amount of Vacation Time
0 to 1 year	No Vacation
1 to 5 years	Two weeks
6 to 10 years	Three weeks
11 to 15 years	Four weeks
16 to 20 years	Five weeks
20+ years	One additional day for each year of service

All regular full-time employees hired after 1 January 2018 are capped at five (5) weeks paid vacation.

Part-time employee vacation scheduling shall be pro-rated based on the number of hours worked in the previous calendar year.

A week's vacation shall consist of five (5) working days or forty (40) hours, paid at the employee's straight time hourly rate. All weeks may be split if the employee desires.

Employees shall select their vacation period in order of their seniority during the approved vacation period, which shall be January of each year, and will be posted by the Employer.

Employees will be required to take time off for their vacation. In the event extenuating circumstances justify recalling an employee from vacation to work, approval must be received from both the employee and the Union before such employee may be recalled to work from vacation. If an employee is called back to work from his vacation, he shall be permitted to elect to take equal time off with pay at his regular hourly rate at a later day mutually agreeable by and between Employer and employee.

All employees shall select their vacations from the entire calendar year except that no two (2) employees in the same department are to be on vacation at the same time. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee.

If a holiday occurs during an employee's vacation period, such employee shall get an additional day's pay for the holiday.

Layoffs or absence due to illness not exceeding ninety (90) days shall not limit or abridge the employee's right to vacation pay pro-rated in accordance with the number of completed months worked in the credit year.

It is recognized that vacations are based on past service. Hence, when any employee has completed a year of service in accordance with his anniversary date of hire, they shall be deemed to have earned their vacation and pay, even though they did not take vacation nor receive vacation pay at that time. Further, if their employment is terminated prior to their anniversary date of hire, they shall also receive vacation pay prorated in accordance with the number of months they worked since the last anniversary date of their employment to the date of termination.

Pro-rated vacation will only apply to employees who have at least one (1) year of service and are not terminated for just cause.

ARTICLE NO. 10 - GRIEVANCES AND STRIKES

- A. General Statement: All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by employees or lockouts by the Employer during the term of this Agreement.
- B. Grievance Procedure: Should there be any disputes or difference between the Employer and the Union or between the Employer and any of its employees, such grievances shall be reduced to writing within five (5) working days from the date of the alleged occurrence and submitted to the other party. The following procedure shall then be pursued to adjust same.

Step One: The Union Steward and the Grievant shall take up the complaint or grievance

with the employee's immediate supervisor or the Department Head. Such effort shall be made within five (5) working days from the date the grievance is first presented.

Step Two: In the event no agreement is reached at the First Step within the said five (5) working days, the Union's full time Officer or Business Agent and the Township Manager shall meet and attempt to settle the grievance. The parties so designated shall meet and attempt to adjust the grievance within five (5) days from the date the grievance is presented to them.

Step Three: If the grievance is not settled in Step Two, a Union full time officer or Business Agent will notify the Township Manager in writing of the Union's desire to hold a meeting with the Board of Supervisors. Such meeting shall be held within ten (10) days from the date, of such request, and the Board of Supervisors shall notify the Union of its decision within five (5) days after the meeting is held.

Step Four: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days after the decision in Step Three. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within five (5) working days, then the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one (1) name from the list until but one (1) name remains. The Employer and the Union shall alternate in striking the first name from such lists during the term of this Agreement.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify the terms of this Agreement.

The expense of the impartial arbitrator selected, the hearing room and the transcript of the testimony if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. The fees paid to the arbitrator shall be based on the schedule established by the Federal Mediation and Conciliation Service.

ARTICLE NO. 11 - SUSPENSION AND DISCHARGE

- A. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Township must immediately notify the employee in writing of his discharge or suspension and the reason therefore.

Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office, within one (1) working day from the time of the discharge or suspension.

- B. In respect to discharge or suspension, the Employer must give at least two (2) warning notices of the specific complaint against such employee, one oral and one written, and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.
- C. Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

The following illustrates the kind of serious offenses for which an employee may be discharged immediately:

1. Drunkenness, being under the influence of, or drinking alcoholic beverages during working hours or using or being under the influence of drugs during working hours.
2. Theft or dishonesty.
3. Any unprovoked physical assault on any employee or supervisor.
4. Any misconduct indicating an intentional disregard of Township property.
5. Engaging in any stoppage of work.

The following illustrates the kind of minor offenses for which an employee may be disciplined:

1. The use of obscene words or gestures toward any employee, supervisor (which shall not, however, cover jesting among employees or supervisors), or residents
 2. Submittal of false reports
 3. Failure to submit a report to the Township with regard to work completed or time worked within five (5) consecutive working days when requested to do so by the Township Manager.
- D. A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension and/or return to his home terminal whichever is later.
 - E. Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article No. 10 - Grievances and Strikes, within ten (10) days after the above notice of appeal is given to the Employer.

ARTICLE NO. 12 - JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE NO. 13 - BEREAVEMENT PAY

- A. Employees shall be permitted up to and including four (4) consecutive days absence with pay in the event of a death in the employee's immediate family, or in the event of a death in their spouse's immediate family.
- B. In the event of death of an employee's aunt, uncle, or first cousin, the employee will be granted up to two (2) days off with pay for their absence.
- C. If the leave days include a scheduled day (or days) off, no compensation shall be made for those days.
- D. Payment for bereavement leave shall be at the employee's basic straight time.

ARTICLE NO. 14 - HEALTH AND WELFARE PROGRAM

A. Health Insurance

a. The Employer shall provide healthcare insurance to each full-time Employee and their eligible dependents.

b. Healthcare contributions made by the employees during this contract shall be as follow:

2018: 6% of the premium plus 7% of the premium increase over the 2017 rate

2019: 7% of the premium plus 7% of the cumulative premium increase over the 2017 rate

2020: 7% of the premium plus 7% of the cumulative premium increase over the 2017 rate

c. Any Employee who opts out of the health insurance benefit shall receive \$300.00 per month in lieu of benefits.

d. Once during the term of this agreement, the Township may change plans and/or carriers to "comparable" coverage. "Comparable" coverage shall mean comprehensively equivalent to the existing plan. When the Township decides to change the plan or carrier, it will provide the Union with details of both the current plan and the new comparable plan. If the union does not agree that the plan or carrier selected by the Township is comparable, it will so state, in writing, to the Township within fourteen (14) calendar days of the plan and/or provider being presented to the union by the Township – or such longer period as mutually agreed to by the parties in writing – identifying the reasons. In that event, the Township may not unilaterally implement the proposed new plan and/or carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this "comparable" issue shall be issued within forty-five (45) calendar days of the union's written notice contesting that the plan selected by the Township is "comparable" and shall be final and binding and will determine if the Township is authorized to implement the new plan or provider.

e. Retired Employees Participation

Any retiring employee may continue to participate in the current healthcare program given they fully reimburse the Township the monthly premium – with no service fees added – for a period not to exceed five years from the date of retirement unless an extended duration is authorized by the Township.

B. Life Insurance

All full-time employees shall receive the following life insurance benefits:

Life Insurance during employment	\$40,000.00
Accidental Death/Dismemberment Insurance	\$40,000.00

ARTICLE NO. 15 - PENSION PROGRAM

- A. For the duration of this Agreement, each full-time Employee shall contribute 5% of their salary to the West Deer Township Non-Uniformed Employees Pension Plan.
- B. All full-time Employees shall be eligible for full pension at 20 years of service and 55 years of age.
- C. Surviving Spouse Benefits - The Township agrees to provide all participating Employees with Surviving Spouse Benefits in lieu of any other benefit payable upon or by reason of the death of an Employee under the pension plan.

ARTICLE NO. 16 - SICK LEAVE

It is understood by the Employer, Union, and employees that sick leave is a benefit earned by service and is available when and if needed and shall not be a "right of taking" such as vacation.

Any abuse of sick leave shall be just cause for immediate discharge.

- A. Full-time employees hired prior to 1 January 2000 are entitled to fourteen (14) sick days per year. Sick leave may be accumulated from year-to-year up to a maximum of one-hundred (100) days for the purposes of disability pay.

All sick days accumulated over one hundred (100) shall be bought out at the rate of 50% at the end of the year. Such payment shall be made by a separate check issued by the Township, and shall be made no later than December 15th of each year of the contract.

Upon retirement, the full bank shall be bought at 75% of the current rate.

- B. Full-time employees hired after 1 January 2000 are entitled to ten (10) sick days per year. Sick leave may be accumulated from year to year up to a maximum of ninety (90) days for the purposes of disability pay. All sick days accumulated over ninety (90) will not accumulate or be bought out.

Upon retirement, the full bank shall be bought at 75% of the current rate.

- C. Part-Time employees shall receive pro-rated sick days based on the number of hours worked in the previous calendar year. It is further understood that part-time sick days will not accumulate or be bought out.
- D. In cases of industrial injury entitling an employee to Workmen's Compensation insurance payments, the employee shall receive his full disability benefit payment, plus each portion

of his earned sick leave pay as shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay.

- E. Sick leave shall be granted when an employee is required to be absent from work because of illness of the employee or necessary medical or dental attention that cannot be scheduled during non-working hours.
- F. Employees shall notify the Chief Administrative Officer before the beginning of the work shift that they will be on sick leave. Failure to call the Chief Administrative Officer before the shift shall result in loss of sick pay and appropriate disciplinary action.
- G. Eligibility

In order to be eligible for sick leave, an employee must have completed the service requirements as specified.

An employee who does not work the full previous year or who is not on paid vacation or sick leave for the full previous year shall have his sick leave prorated and an employee who does not work more than 520 hours in any year shall not be entitled to sick leave the following year.

Employees on unpaid sick leave, leave of absence, who resigned after giving less than ten (10) working days prior notice, probationary employees and employees terminated for just cause, shall not be eligible for sick leave benefits.

- H. Employees who are on sick leave for more than three (3) consecutive work days shall be required to submit a doctor's certificate attesting to their fitness to return to work. The Employer may require a doctor's certificate after one (1) day's sick leave.

ARTICLE NO. 17 - UNEMPLOYMENT COMPENSATION

The Township agrees to make the required contributions to the Unemployment Compensation Fund of the Commonwealth of Pennsylvania to cover all employees under this Agreement for benefits under the Unemployment Compensation Law.

ARTICLE NO. 18 - OTHER BENEFITS

The following is a list of past practices applicable to the bargaining unit:

1. Coffee in lunch room.
2. Twelve o'clock dismissal Christmas Eve and New Years Eve (unless emergency arises). Township Manager to keep any employee beyond noon if there is necessary and proper business purpose to be performed beyond that time.

3. Permitting of jeans or shorts to be worn on Fridays throughout the year (presentable).
4. The use of a township vehicle in order to conduct Township business (bank/post office).
5. Seminars when Township approves attendance (parking, lunch, mileage).
6. Lunch schedule will remain the same but switching will be permitted as long as phones are covered.
7. One employee will remain in the lunch room to answer Township phones between the time of 12:00pm - 12:30pm during regular scheduled work days.

ARTICLE NO. 19 - NON-DISCRIMINATION

In accordance with applicable law, the Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, or age nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, pregnancy, or age.

The Township agrees that there will be no discrimination by the Township or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

The "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

ARTICLE NO. 20 - JURY DUTY

Any employee who has been called for jury duty shall be compensated by the Employer that amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty. If an employee serves on jury duty five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, employee shall receive the overtime rate of pay. An employee excused from jury duty shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such service.

When an employee receives notice that he is to report for jury duty, he shall notify his supervisor immediately.

An employee on jury duty shall be considered the same as being at work.

ARTICLE NO. 21 - PROTECTION OF RIGHTS

A. Picket Lines

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action nor shall such employee be permanently replaced in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and; including primary picket lines at the Employer's places of business.

B. Struck Goods

It shall not be violation of this Agreement and not be a cause for discharge or disciplinary action nor shall such employee be permanently replaced if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE NO. 22 - GENERAL PROVISIONS

- A.** Proper rest rooms are to be kept clean and all facilities are to be kept in good working condition.
- B.** The Employer agrees it will not hold any of its employees who are required to collect money on behalf of the Employer responsible for any monies that are lost as a result of a hold-up or theft. Any and all thefts and hold-ups must be reported to the proper authorities for follow-up.
- C.** The Employer agrees it will not assign any unit work to non-bargaining unit employees or supervisors. This does not restrict the Employer from hiring seasonal, temporary employees to perform non-bargaining unit work.
- D.** If substantial changes are made in the regular job duties or requirements of any job, either the Union or the Employer may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in this Agreement.
- E.** The present bargaining unit employees who presently reside outside of the Township shall not be required to move into the Township. They shall be grand fathered if any ordinance is passed by future Board's action.
- F.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the

amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis or all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE NO. 23 - SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice versa.
- B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.
- C. If any part of the aforesaid Agreement between the parties cannot be put into effect because of applicable legislation, Executive Order, or regulations dealing with wage and price stabilization, then such provisions or any part thereof, including retroactive requirements thereof, shall become effective at such time, in such amounts and for such periods, retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extension thereof.
- D. The parties agree to use their best efforts to secure approval from the appropriate Boards, Commissions or Agencies designated or appointed by the President of the United States or, his designee for all wage increases and other increased benefits agreed upon between the parties and set forth in this written Agreement. Such best efforts include appearing and participating in all necessary and appropriate hearings, joining in petitions and signing documents as may be necessary to secure such approval.

ARTICLE NO. 24 - LIE DETECTOR TEST

The Township shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE NO. 25 - EFFECTIVE DATE

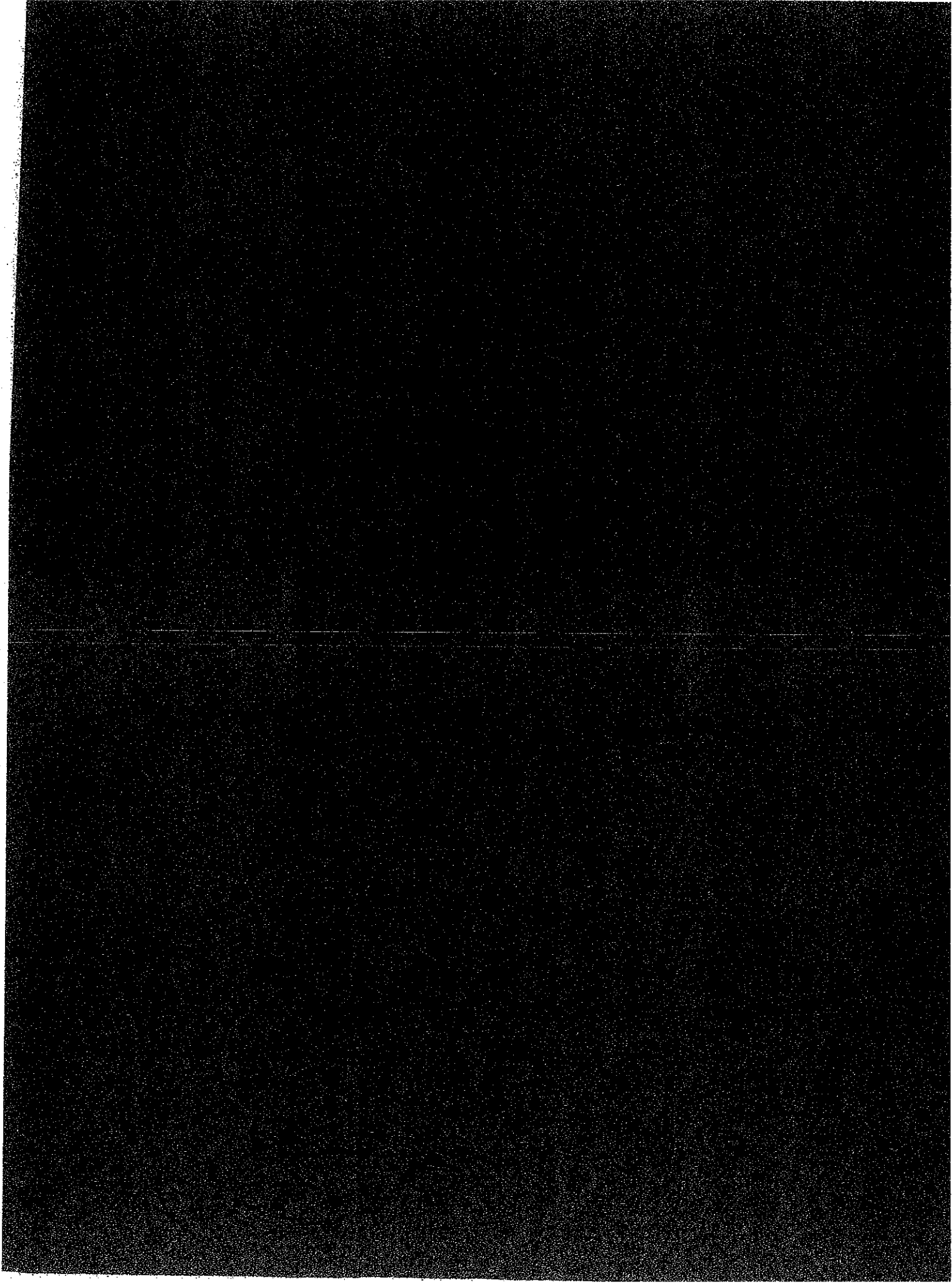
This Agreement shall go into effect the 1st day of January 2018 and shall continue in full force and effect until December 31, 2020. It is further agreed that, on the request of either party hereto, the parties will meet at such time or times after 20 June 2020 for the purpose of negotiating a new agreement to be effective 1 January 2021. The purpose of such early meeting is in order to enable the parties to comply with the provisions of the Public Employee Law of the Commonwealth of Pennsylvania.

LOCAL 205 TEAMSTERS

WEST DEER TOWNSHIP

By _____

By _____



ADOPTION: RESOLUTION NO. 2017-15 (POLICE UNION AGREEMENT)

ATTACHED IS RESOLUTION NO. 2017-15, WHICH RATIFIES THE ARBITRATED AGREEMENT BETWEEN THE TEAMSTERS LOCAL 249 UNION (POLICE UNION) AND THE TOWNSHIP. THIS AGREEMENT IS EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

WHAT ACTION DOES THE BOARD WITH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-15 RATIFYING THE TEAMSTERS LOCAL 249 (POLICE UNION) AGREEMENT EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2020, AND TO AUTHORIZE ITS EXECUTION BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS AND THE TOWNSHIP MANAGER.

	MOTION	SECOND	AYES	NAYES
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLEMING	___	___	___	___

18

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-15**

**A RESOLUTION RATIFYING THE NEGOTIATED AGREEMENT BETWEEN THE TEAMSTERS
LOCAL 249 POLICE UNION AND WEST DEER TOWNSHIP, EFFECTIVE 1 JANUARY 2017
THROUGH 31 DECEMBER 2020.**

BE IT RESOLVED by the Board of Supervisors of the Township of West Deer, County of Allegheny, Commonwealth of Pennsylvania, and in accordance with the authority granted by the Laws of the Commonwealth of Pennsylvania, being but not limited to the applicable provisions of the Second Class Township Code and the West Deer Township Home Rule Charter, as follows:

Section 1: The Board of Supervisors of West Deer Township, with the Township Manager and negotiating committee acting as its agents, negotiated in good faith with the Police Union representatives.

Section 2: Though both sides showed mutual effort, respect, and professionalism, an agreement could not be reached. The matter was therefore arbitrated and a decision issued.

Section 3: The provisions of that award are as follow:

1. Four-year term
2. Wage increases of:
 - a. 3% in 2017
 - b. 2.75% in 2018
 - c. 2.75% in 2019
 - d. 2.5% in 2020
3. Healthcare contribution of:
 - a. 2017- 5% of the premium
 - b. 2018- 6% of the premium + 7% of the premium increase over the 2017 rate
 - c. 2019- 7% of the premium + 7% of the cumulative premium increase over the 2017 rate
 - d. 2020- 7% of the premium + 7% of the cumulative premium increase over the 2017 rate
4. Vacation day cap increased to five weeks
5. Bereavement pay clarification to include the death of a spouse's grandparents.

6. Sick leave clarification that sick pay buyback upon retirement is a post-retirement benefit, and only the days earned during the measuring period can be used toward the retirement calculation.

Section 4: The members of the Union have signed the agreement, thus demonstrating their intent to enter into a formal agreement with the Township, and the Board of Supervisors – through this action of ratifying the agreement – agrees to do the same.

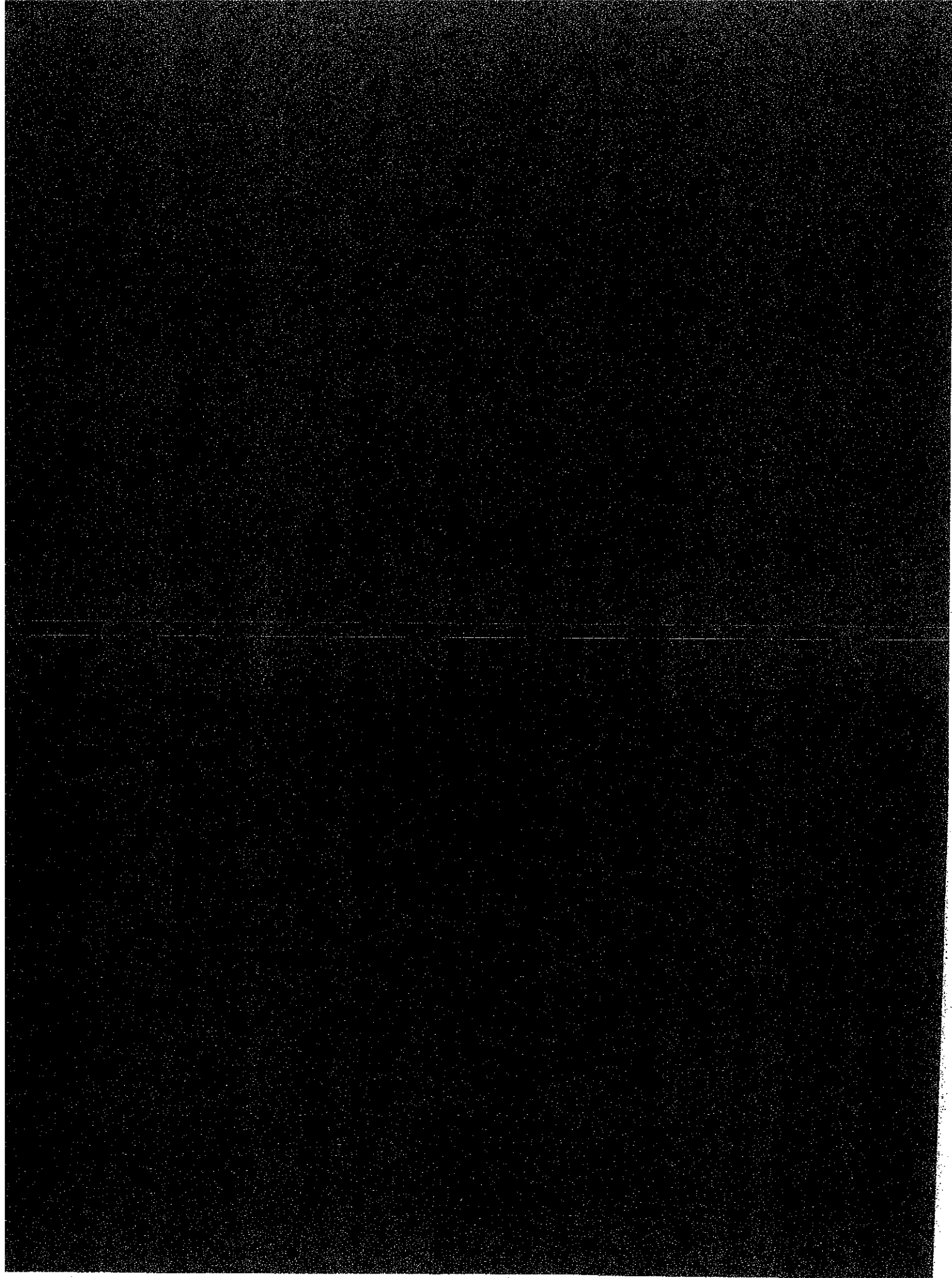
ADOPTED this 20th day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors



ADOPTION: RESOLUTION NO. 2017-16 (HIRE PUBLIC WORKS LABORER)

WITH THE RETIREMENT OF GARY PARRISH LOOMING, THE TOWNSHIP ADVERTISED AND INTERVIEWED FOR THE POSITION OF PUBLIC WORKS LABORER.

RESOLUTION NO. 2017-16

A RESOLUTION HIRING ANDREW ZEIS AS A FULL-TIME EMPLOYEE OF WEST DEER TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE 1 JANUARY 2018.

RESOLUTION ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-16 HIRING ANDREW ZEIS AS A FULL-TIME EMPLOYEE OF WEST DEER TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE JANUARY 1, 2018, PENDING THE SUCCESSFUL COMPLETION OF A PHYSICAL AND DRUG TESTING.

	MOTION	SECOND	AYES	NAYES
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MR. FLEMING	___	___	___	___

19

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-16**

A RESOLUTION HIRING ANDREW ZEIS AS A FULL-TIME EMPLOYEE OF WEST DEER
TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE 1 JANUARY
2018.

WHEREAS, the Township requires a full complement of a full-time Public Works crew to provide adequate services to the residents of the Township; and

WHEREAS, the Township has actual and anticipated vacancies due to the retirement of Public Works employees; and

WHEREAS, the Township has advertised for the position and gone through multiple rounds of interviews with potential candidates; and

WHEREAS, Andrew Zeis stood out to the Public Works Foreman and the Township Manager as a favored candidate; and

WHEREAS, Mr. Andrew Zeis agrees to the terms of employment as entailed in the standing Agreement between the Township of West Deer and Local 668 of the Service Employees International Union, realizes this offer is contingent upon his successfully passing and physical and drug test, and is willing to begin employment on 1 January 2018;

NOW, THEREFORE, West Deer Township does hereby formally hire Andrew Zeis as a full-time employee and appoints him a Laborer of the Public Works Department of West Deer Township with an effective start date of 1 January 2018, and in adherence with the union agreement currently in force.

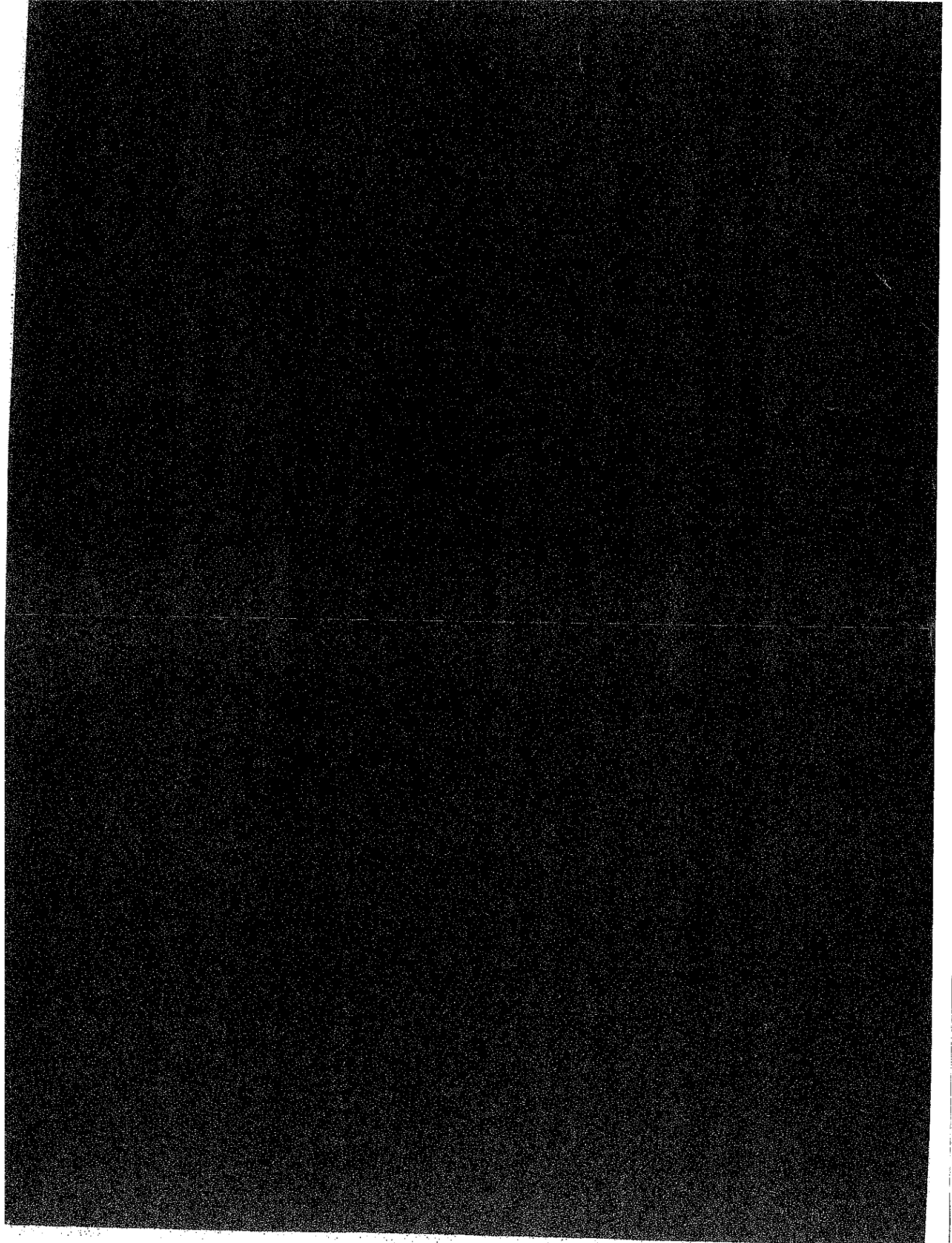
ADOPTED this 20th day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors



ADOPTION: RESOLUTION NO. 2017-17 (HIRE PUBLIC WORKS LABORER)

WITH THE PENDING RETIREMENT OF OTHER PUBLIC WORKS EMPLOYEES IN THE NEAR FUTURE, AND WITH THE DEMONSTRATED NEED TO EXPAND THE PUBLIC WORKS CREW TO PROVIDE ADDITIONAL SERVICE TO RESIDENTS, THE PUBLIC WORKS COMMITTEE, PUBLIC WORKS FOREMAN, AND TOWNSHIP MANAGER RECOMMENDED THE HIRING OF A SECOND PUBLIC WORKS LABORER.

INDIVIDUAL CANDIDATES FOR THIS SECOND POSITION WERE DISCUSSED IN EXECUTIVE SESSION.

RESOLUTION NO. 2017-17

A RESOLUTION HIRING _____ AS A FULL-TIME EMPLOYEE OF WEST DEER TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE 1 JANUARY 2018.

RESOLUTION ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-17 HIRING _____ AS A FULL-TIME EMPLOYEE OF WEST DEER TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE JANUARY 1, 2018, PENDING THE SUCCESSFUL COMPLETION OF A PHYSICAL AND DRUG TESTING.

	MOTION	SECOND	AYES	NAYES
MR. GUERRE	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. FLEMING	___	___	___	___

20

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-17**

A RESOLUTION HIRING _____ AS A FULL-TIME EMPLOYEE OF WEST DEER
TOWNSHIP AND APPOINTING HIM A PUBLIC WORKS LABORER EFFECTIVE 1 JANUARY
2018.

WHEREAS, the Township requires a full complement of a full-time Public Works crew to provide adequate services to the residents of the Township; and

WHEREAS, the Township has actual and anticipated vacancies due to the retirement of Public Works employees; and

WHEREAS, the Township has advertised for the position and gone through multiple rounds of interviews with potential candidates; and

WHEREAS, _____ stood out to the Public Works Foreman and the Township Manager as a favored candidate; and

WHEREAS, Mr. _____ agrees to the terms of employment as entailed in the standing Agreement between the Township of West Deer and Local 668 of the Service Employees International Union, realizes this offer is contingent upon his successfully passing and physical and drug test, and is willing to begin employment on 1 January 2018;

NOW, THEREFORE, West Deer Township does hereby formally hire _____ as a full-time employee and appoints him a Laborer of the Public Works Department of West Deer Township with an effective start date of 1 January 2018, and in adherence with the union agreement currently in force.

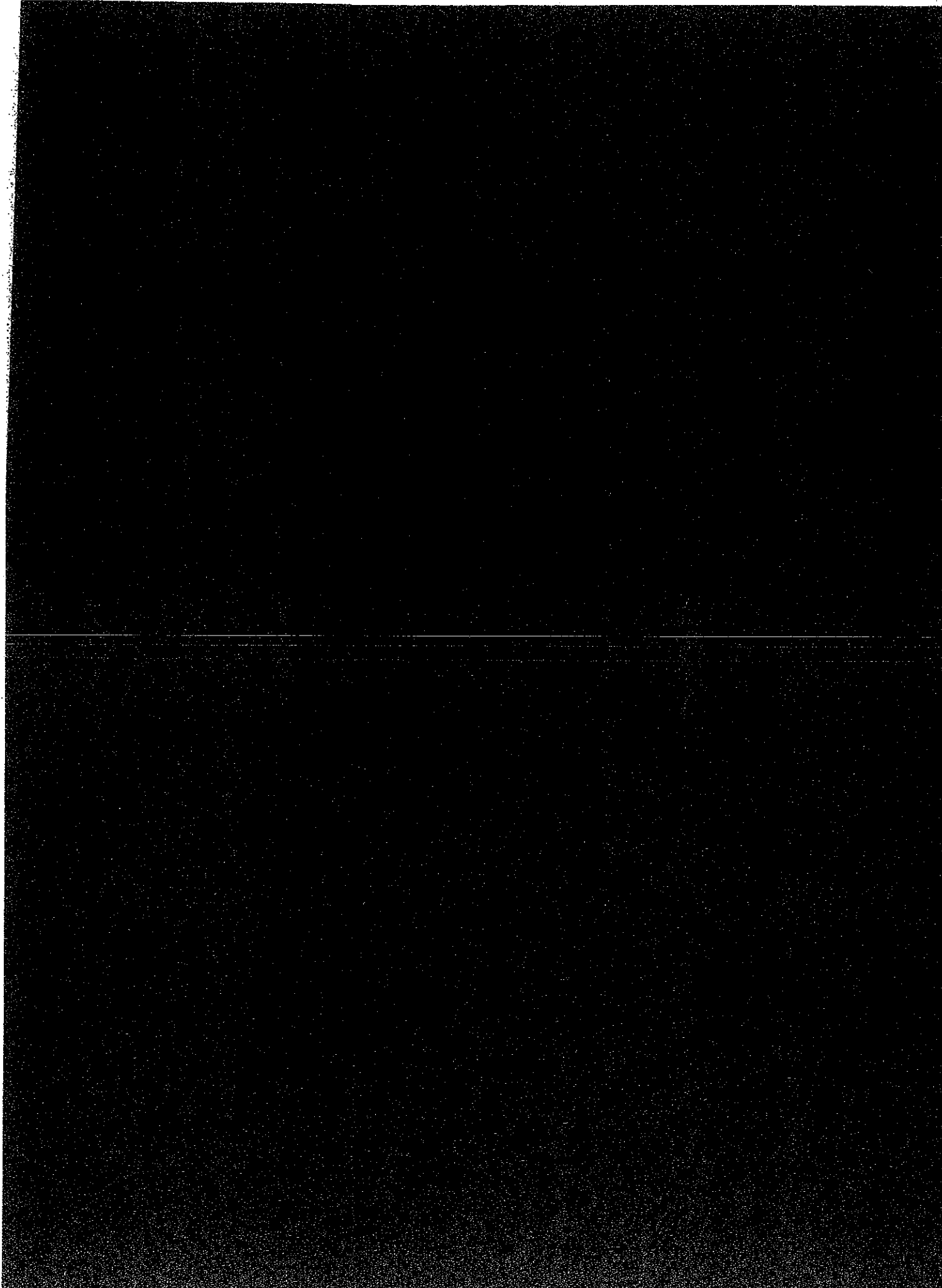
ADOPTED this 20th day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors



ADOPTION: RESOLUTION NO. 2017-18 (ACCEPT FIRE ROSTERS FOR EIT CREDITS)

AS PER ORDINANCE NO. 418 – WHICH ESTABLISHED AN EIT CREDIT FOR FIRE AND EMS VOLUNTEERS – A NOTARIZED ROSTER MUST BE SUBMITTED TO, AND REVIEWED BY THE TOWNSHIP MANAGER, THEN ACCEPTED BY THE BOARD OF SUPERVISORS

RESOLUTION NO. 2017-18

A RESOLUTION APPROVING THE VOLUNTEERS THAT APPEAR ON THE NOTARIZED LISTS SUBMITTED BY THE FIRE CHIEFS AND VERIFIED BY THE TOWNSHIP MANAGER.

RESOLUTION ATTACHED.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-18 APPROVING THE VOLUNTEERS THAT APPEAR ON THE NOTARIZED LISTS SUBMITTED BY THE FIRE CHIEFS AND VERIFIED BY THE TOWNSHIP MANAGER.

	MOTION	SECOND	AYES	NAYES
DR. DISANTI	—	—	—	—
MRS. ROMIG	—	—	—	—
MR. FLORENTINE	—	—	—	—
MR. VAEREWYCK	—	—	—	—
MRS. HOLLIBAUGH	—	—	—	—
MR. GUERRE	—	—	—	—
MR. FLEMING	—	—	—	—

21

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-18**

A RESOLUTION APPROVING THE VOLUNTEERS WHO APPEAR ON THE NOTARIZED LISTS
SUBMITTED BY THEIR RESPECTIVE FIRE CHIEFS FOR THE 2017 TAX YEAR, AND WHO HAVE
BEEN VERIFIED BY THE TOWNSHIP MANAGER.

WHEREAS, the Township adopted Ordinance No. 418 to provide volunteer firefighters and EMS personnel an earned income tax credit if eligible; and

WHEREAS, the Ordinance specifies the procedure to determine eligibility; and

WHEREAS, the final step of determining eligibility is to have the Board of Supervisors approve the volunteers who appear on a notarized roster of eligible members as presented by the respective fire chiefs/supervisors, and who have been verified by the Township Manager;

NOW, THEREFORE, the Board of Supervisors of West Deer Township does hereby formally approve the volunteers who appear on the notarized lists submitted by the respective fire chiefs for the 2017 tax year, and who have been verified by the Township Manager.

ADOPTED this 20th day of December, 2017 by the Board of Supervisors of the Township of West Deer.

ATTEST:

TOWNSHIP OF WEST DEER

Daniel J. Mator, Jr.
Township Manager

Jeffrey D. Fleming, Chairman
Board of Supervisors

2017

Act 172 Certified
Volunteer Fire Fighters
and Emergency Medical Technicians



Client Services Division

Name	Municipality	PSD Code
	West Deer Township	710303
Name	Station	Date Certified
Kevin Adamik	West Deer #1	12/5/17
Mary Ellen Adamik	West Deer #1	12/5/17
Tracy Adamik	West Deer #1	12/5/17
Gory Borsuk	West Deer #1	12/5/17
Steve Brennan	West Deer #1	12/5/17
Mark Carroll	West Deer #1	12/5/17
Thomas DeMartini	West Deer #1	12/5/17
Trevor Elza	West Deer #1	12/5/17
Anthony Jackson	West Deer #1	12/5/17
Ralph Jackson	West Deer #1	12/5/17
Daniel McAtee	West Deer #1	12/5/17
Josh Mitchell	West Deer #1	12/5/17
Bernadette Mundy	West Deer #1	12/5/17
Luke Raynovich	West Deer #1	12/5/17
Zachary Raynovich	West Deer #1	12/13/17
Christopher Reiher	West Deer #1	12/5/17
William Shipeck	West Deer #1	12/5/17
Joseph Trocki	West Deer #1	12/5/17
Robin Trocki	West Deer #1	12/5/17
Thomas Trocki	West Deer #1	12/5/17
Melvin Wick	West Deer #1	12/5/17
William Yanicko	West Deer #1	12/5/17

2017

Act 172 Certified
Volunteer Fire Fighters
and Emergency Medical Technicians



Client Services Division

		Municipality	PSD Code
		West Deer Township	710303
Name	Station	Date Certified	
Marissa Bailey	West Deer #2	11/11/17	
Anthony Creaturo	West Deer #2	11/11/17	
Don Gerlach	West Deer #2	11/11/17	
Victor Gillner	West Deer #2	11/11/17	
Brian Levec	West Deer #2	11/11/17	
Frank McCorkle	West Deer #2	11/11/17	
Steve McCorkle	West Deer #2	11/11/17	
Jon Moore	West Deer #2	11/11/17	
Daryl Morrison	West Deer #2	11/11/17	
Tim Scholze	West Deer #2	11/11/17	
Adam Williams	West Deer #2	11/11/17	

2017

Act 172 Certified
Volunteer Fire Fighters
and Emergency Medical Technicians



Client Services Division

Name	Station	Date Certified
Jason Cannon	West Deer #3	11/29/17
William T. Cendrowski, Jr.	West Deer #3	12/1/17
Bryan A. Downs	West Deer #3	11/25/17
David Eversole	West Deer #3	11/25/17
Lisa Eversole	West Deer #3	11/25/17
Julie Eyerman	West Deer #3	11/25/17
James W. Feil IV	West Deer #3	12/1/17
Kriston Fitton	West Deer #3	12/1/17
Alex Gall	West Deer #3	11/25/17
Dale E. Horn	West Deer #3	11/25/17
Ashley Lovich	West Deer #3	11/25/17
Dustin Lovich	West Deer #3	11/25/17
Kelly Malena	West Deer #3	11/25/17
Victoria McCosby	West Deer #3	11/25/17
Jay R. McMahill	West Deer #3	12/4/17
Edward J. Newman	West Deer #3	11/25/17
Michael Nolan	West Deer #3	12/4/17
Dale A. Renner	West Deer #3	11/25/17
Jeffrey S. Ross	West Deer #3	11/29/17
Bethany Schleboth	West Deer #3	12/1/17
Kevin H. Spath	West Deer #3	11/25/17
Amber Stadelmaier	West Deer #3	11/30/17
Eric Stadelmaier	West Deer #3	11/30/17
Christie Weber	West Deer #3	11/29/17
Deborah Wiegand	West Deer #3	11/25/17
Josh Wiegand	West Deer #3	11/25/17
Tyler Yeager	West Deer #3	12/13/17
Megan Zellhart	West Deer #3	11/27/17

2017

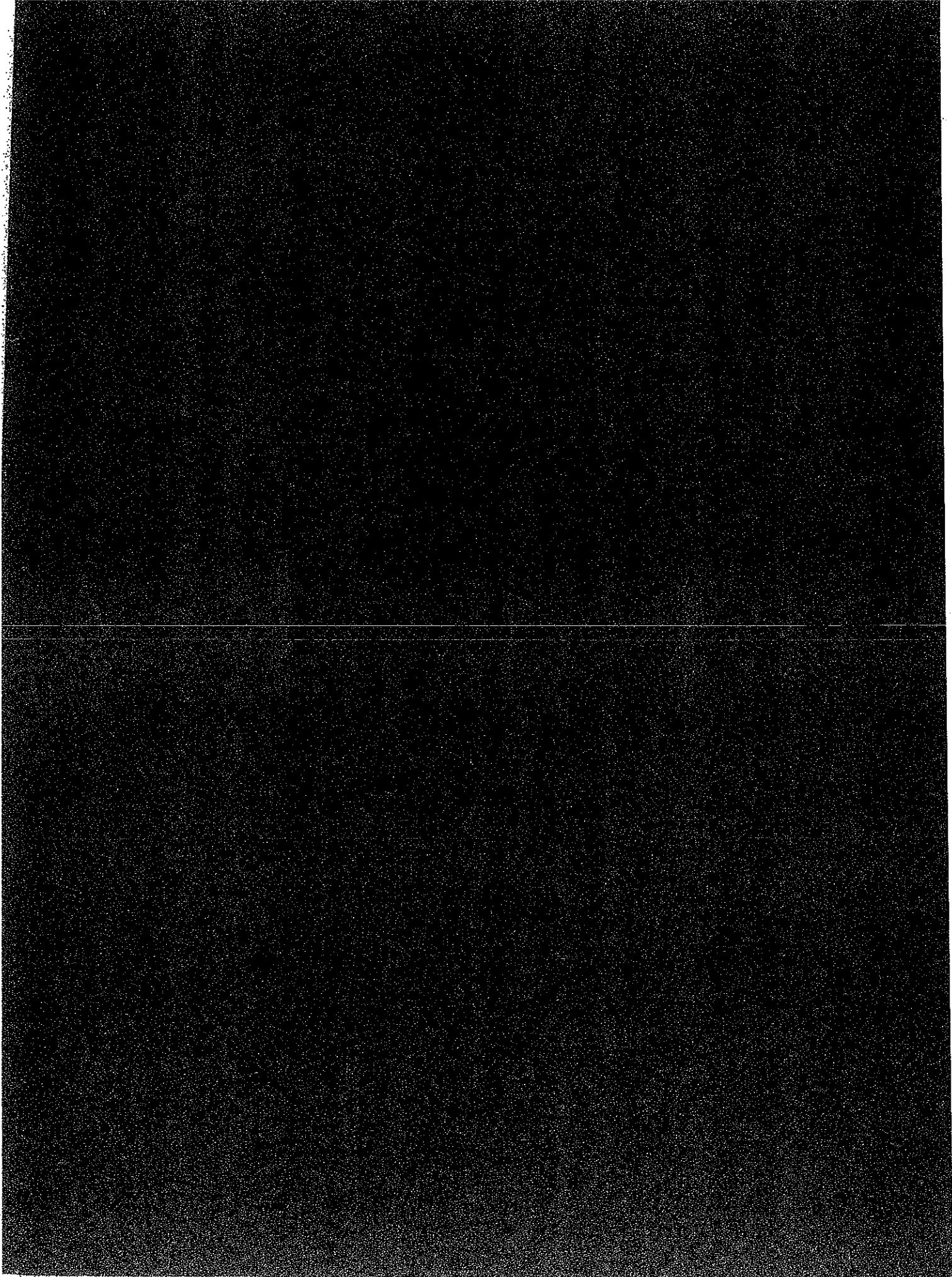
Act 172 Certified
Volunteer Fire Fighters
and Emergency Medical Technicians



Client Services Division

Name	Station	Date Certified
Brian Ondras	North Hampton VFD	12/1/17

Municipality	PSD Code
West Deer Township	710303



ACCEPTANCE: GARY PARRISH RETIREMENT

PUBLIC WORKS EMPLOYEE GARY PARRISH SUBMITTED A LETTER TO THE TOWNSHIP ANNOUNCING HIS RETIREMENT EFFECTIVE JANUARY 5, 2018.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT GARY PARRISH'S RETIREMENT FROM THE WEST DEER TOWNSHIP PUBLIC WORKS DEPARTMENT, EFFECTIVE JANUARY 5, 2018.

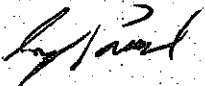
	MOTION	SECOND	AYES	NAYES
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLEMING	___	___	___	___

18 October 2017

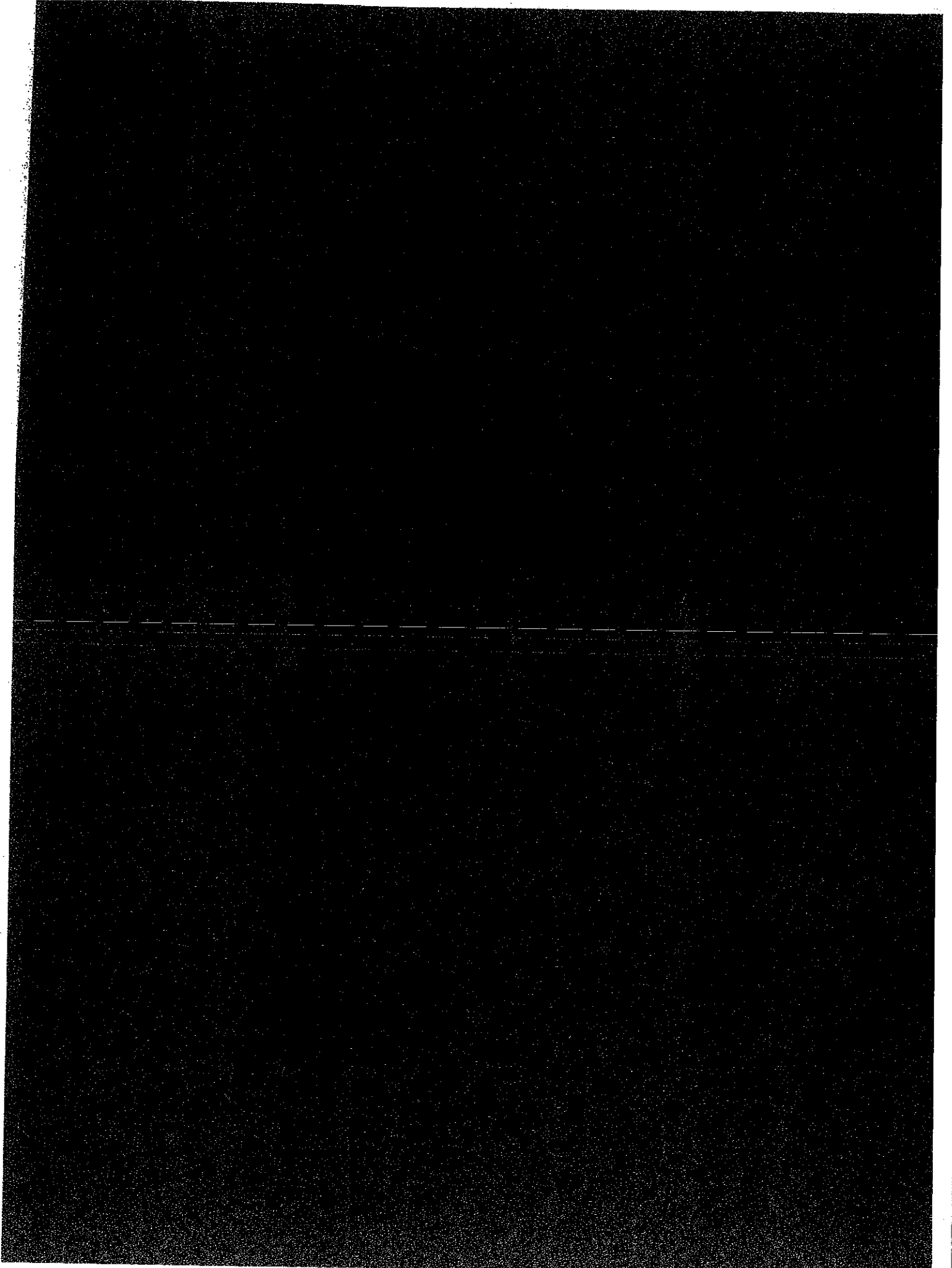
Mr. Mator:

I am hereby submitting my notice that I will formally retire 5 January 2018.

Thank you.

A handwritten signature in black ink, appearing to read "Gary Parrish", written in a cursive style.

Gary Parrish



ACCEPTANCE: PARKS & REC BOARD MEMBER RESIGNATION

THE BOARD IS IN RECEIPT OF THE ATTACHED RESIGNATION LETTER DATED NOVEMBER 28, 2017 FROM BEVERLY JORDAN AS A MEMBER OF THE WEST DEER PARKS & RECREATION BOARD.

MRS. JORDAN WAS ELECTED A TOWNSHIP SUPERVISOR AND WILL BEGIN HER TERM IN JANUARY.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACCEPT THE RESIGNATION OF BEVERLY JORDAN AS A MEMBER OF THE PARKS & RECREATION BOARD EFFECTIVE DECEMBER 31, 2017.

	MOTION	SECOND	AYES	NAYES
MR. GUERRE	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLORENTINE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. FLEMING	___	___	___	___

23

**Beverly Jordan
4811 Bayfield Road
Allison Park, PA 15101
412.721.8855**

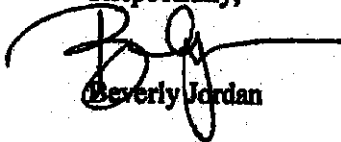
November 28, 2017

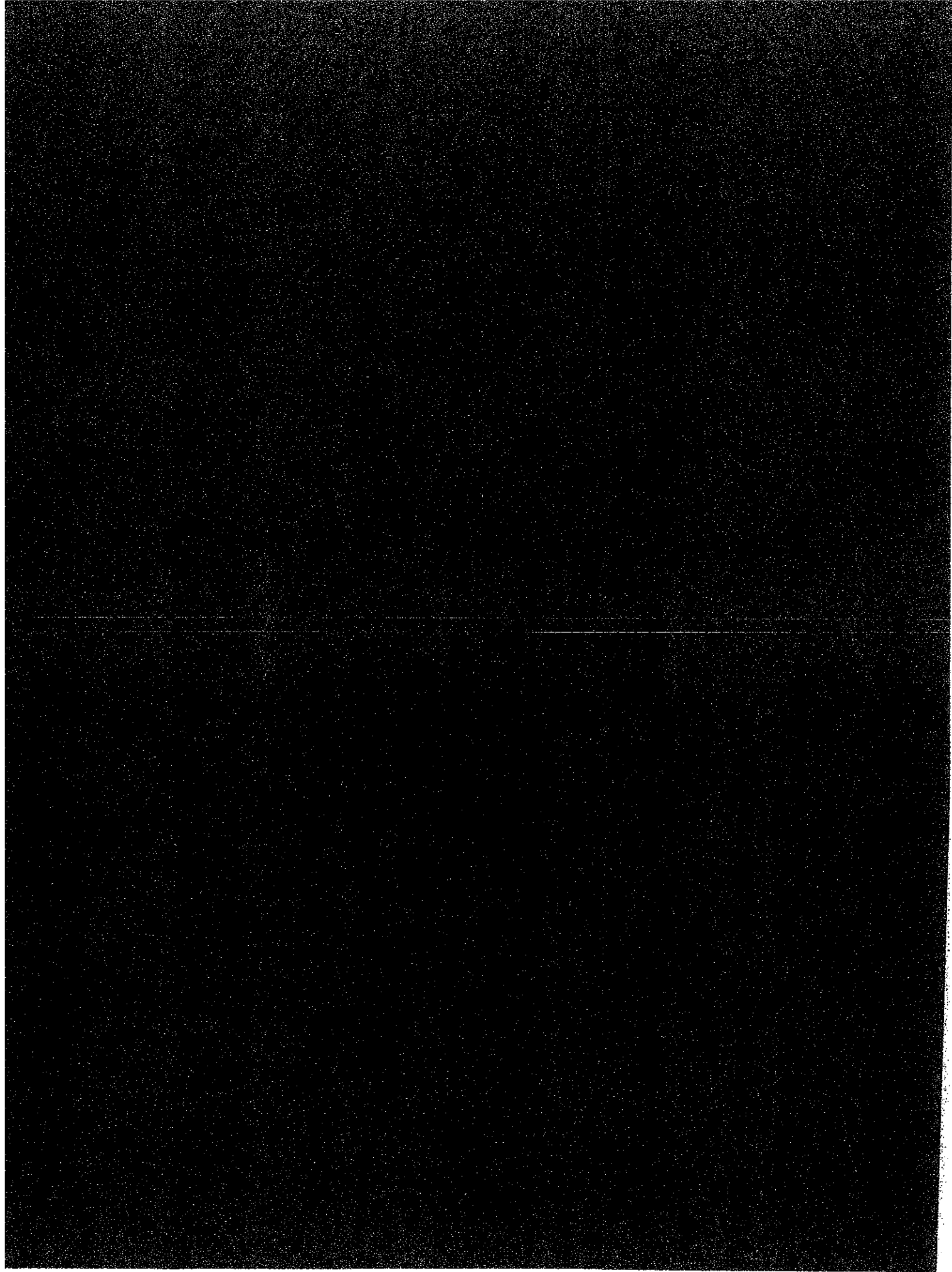
**West Deer Township
109 East Union Road
Cheswick, PA 15024
Attn: Board of Supervisors
VIA EMAIL**

Dear West Deer Township Board of Supervisors,

Kindly accept this letter as my resignation from the position as Chairwoman for the West Deer Parks and Recreation board. This resignation will take effect on December 31, 2017.

Respectfully,


Beverly Jordan



ACKNOWLEDGEMENT OF UNSAFE STRUCTURES: 71 NORRIS LANE

- NOTICE OF UNSAFE STRUCTURES
- PROPERTY LOCATED AT 71 NORRIS LANE IN TARENTUM
- LOT/BLOCK #2013-D-349
- DEED BOOK 11498, PAGE 10

TWO STRUCTURES WERE INSPECTED BY WILLIAM PAYNE, CODE ENFORCEMENT OFFICER AND DETERMINED – PURSUANT TO TOWNSHIP ORDINANCE 172 – THAT THE HOUSE LOCATED THEREON IS IN A DANGEROUS CONDITION AND CONSTITUTES A PUBLIC NUISANCE. SPECIFICALLY, THE HOUSE IS IN VIOLATION OF ARTICLE VI OF THE ALLEGHENY HEALTH DEPARTMENT RULES AND REGULATIONS, AND THE MANUFACTURED HOME IS AN ILLEGAL STRUCTURE PER WEST DEER ZONING ORDINANCE NO. 394 AND PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

(SEE ATTACHED LETTER LISTING VIOLATIONS)

THE BOARD TABLED THIS ITEM AT THEIR OCTOBER 18, 2017 MEETING.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ACKNOWLEDGE THE STRUCTURES LOCATED AT 71 NORRIS LANE, TARENTUM, PA 15084, AS BEING UNSAFE STRUCTURES.

MOTION SECOND AYES NAYES

MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. FLEMING	___	___	___	___

24

West Deer



TOWNSHIP
ALLEGHENY COUNTY PA

Chairman of the Board
Jeffrey D. Fleming

Vice-Chairman of the Board
Richard W. DiSanti, Jr.

Township Manager
Daniel J. Mator, Jr.

September 5, 2017

Lisa Darrah
1222 Pin Oak Ct
Gibsonia Pa 15044

RE: 71 Norris Lane

An inspection was performed on your property located at 71 Norris Lane on August 14th 2017. Per Allegheny County Health Department (ACHD) Article VI, section 615A:

When a Director determines that a dwelling is unfit for human habitation, the Director shall give notice to the owner to repair or alter the dwelling. An "Unfit for Human Habitation" notice is issued when a dwelling unit has one (1) Class 1, or two (2) Class 2 and one (1) Class 3, or one (1) Class 2 and three (3) Class 3, or five (5) Class 3 violations. The notice and service that a dwelling is unfit for human habitation shall be made in accordance with Section 607.

In accordance with this Article, there were several violations found to be present, and because of the condition of the property it has been classified as "Unfit for Human Habitation" by the definition stated above.

The violations are broken down into classes of violations that impact the severity of a dwelling being unfit for human habitation.

The property located at 71 Norris Lane in Tarentum Pa currently has:

- (3) Class 1 Violation
- (2) Class 2 Violations
- (18) Class 3 Violations
- (5) Class 4 Violations

The specific list of violations attached includes, but is not limited to, the ones that I have identified to be present on the property. They need to be corrected within **30 days** to avoid citations being filed at the local Magistrate. Fines can be up to \$300 per day per offense. The Township also has the right to correct the violations or remove the structure at the owner's expense.

You have a right to appeal my decision in accordance with Allegheny County Health Department Article XI.

Sincerely,

William Payne
Code Enforcement Officer
West Deer Township

Received By: _____

(Name)

(Date)

Class 1 Violations

1. **There appears to be no heat in the structure, home is almost entirely gutted.**
Section 615B.1.1.4 No Heat: The majority of habitable rooms and bathrooms are at sixty (60) degrees Fahrenheit or below measured in accordance with procedures outlined in Section 629F.
2. **Large section of foundation is collapsed and appears to be failing in several other locations. (Photos 9, 53, 54, 55, 56, 57, 58, 60, 61, 62, and 63)**
Section 615B.1.1.5 Severe Structural Deficiencies: Obvious recent movement in foundation, bearing walls, roof or flooring with a significant risk of caving or collapse.
3. **Water pipes at removed/disconnected to water supply. (Photos 58 and 60)**
Section 615B.1.1.8 No Water: Supplied to dwelling unit.

Class 2 Violations

1. **Upstairs bathroom toilet is inoperable, feces in toilet. (Photo 42)**
Section 615B.2.2.2 Missing or Inoperable Sanitary Facilities: Dwelling unit, light housekeeping unit or rooming unit lacks access to operating toilet.
2. **Electric lines appear to be removed from a large portion of structure including wall outlets, and main service panel. The meter socket was also removed. (Photos 7, 47, 48, 51, 61, and 64)**
Section 615B2.2.7Discontinued Gas or Electrical Service: Gas or electricity shut off to the dwelling due to a service malfunction or unpaid bills in the name of the owner or a bill whose charged include areas serviced beyond the control of a single tenant.

Class 3 Violations

1. **Bathtub/shower is inoperable. (Photos 44 and 45)**
Section 615B.3.3.9 Defective Plumbing: Direct cross-connection; broken, obstructed, or leaking waterline causing major structural damage (falling plaster, foundation movement, etc.); an inoperable required fixture; required fixture lacks hot or cold running water; presence of defective toilet or water heater; water heater improperly installed; dwelling lacks operating bathtub/shower or lavatory sinks; dwelling unit or rooming house common kitchen lacks kitchen sink.
2. **Bathroom sink is inoperable. (Photo 41)**
Section 615B.3.3.9 Defective Plumbing: Direct cross-connection; broken, obstructed, or leaking waterline causing major structural damage (falling plaster, foundation movement, etc.); an inoperable required fixture; required fixture lacks hot or cold running water; presence of defective toilet or water heater; water heater improperly installed; dwelling lacks operating bathtub/shower or lavatory sinks; dwelling unit or rooming house common kitchen lacks kitchen sink.
3. **Main water supply is leaking and causing foundation to deteriorate. (Photo 60)**
Section 615B.3.3.9 Defective Plumbing: Direct cross-connection; broken, obstructed, or leaking waterline causing major structural damage (falling plaster, foundation movement, etc.); an inoperable required fixture; required fixture lacks hot or cold running water; presence of defective toilet or water heater; water heater improperly installed; dwelling lacks operating bathtub/shower or lavatory sinks; dwelling unit or rooming house common kitchen lacks kitchen sink.
4. **Active bee colony in 1st floor ceiling cavity. (Photos 15, 16, 17, 27, 28, 29, 30, 31, 32, 49, and 50)**
Section 615B3.3.13: Major Pest Vector Problem: Evidence of a major rodent or other pest vector infestation within the structure.
5. **Kitchen sink (required fixture) is missing. (Photo 14)**

Section 615B.3.3.9 Defective Plumbing: Direct cross-connection; broken, obstructed, or leaking waterline causing major structural damage (falling plaster, foundation movement, etc.); an inoperable required fixture; required fixture lacks hot or cold running water; presence of defective toilet or water heater; water heater improperly installed; dwelling lacks operating bathtub/shower or lavatory sinks; dwelling unit or rooming house common kitchen lacks kitchen sink.

6. Large sections of drywall are missing. (Photos 10, 18, 19, 51, and 52)

Section 615B.3.3.11 Structural Defects: Missing, loose, weak, rotted or unevenly spaced stair treads; missing handrails on stairs three (3) or more steps; missing banisters or balustrades farther than three and one-half (3 ½) inches apart on porches, balconies or decks which are thirty (30) or more inches above ground; one (1) square foot or more of the floor area will not safely bear the weight of an occupant; appurtenance, porch, balcony sagging or pulling away; missing or rotted column or support; missing or broken floor boards in areas accessible to an occupant; ceiling or wall surfaces sagging, broken, loose or falling of four (4) square feet or more in area; leaking roof with the presence of water damage.

7. Front entry door window is broken. (Photo 8)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

8. Broken window next to entry door on driveway side.

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

9. Broken window in front entryway on left side. (Photo 12)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

10. Broken window in right rear of home from driveway entry. (Photo 20 and 24)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

11. Broken window on 2nd floor above bee colony. (Photo 27)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

12. Broken window in bedroom of 2nd floor opposite side of room with bee colony. (Photo 38)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

13. Broken window in bedroom on 2nd floor with red window trim. (Photo 37)

Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.

14. **Broken window in room on same side of bathroom on 2nd floor. (Photo 39)**
Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.
15. **Broken bathroom window on 2nd floor. (Photo 43)**
Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.
16. **Broken window on 1st floor in front of bee colony. (Photos 49 and 50)**
Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.
17. **Various holes in foundation. (Photos 53, 54, 55, 57, 58, 60, 61, 62, and 63)**
Section 615B.3.12 Defects and Openings: Missing exterior door or window; hole through foundation, exterior wall or structure that is four (4) inches or more in diameter; air infiltration through gaps, broken or missing window glass or spaces around window sashes or one-half (1/2) inch or more during the heating season.
18. **Bathroom door is missing. (Photo 40)**
Section 615B.3.3.14 Inadequate Bathroom: Dwelling unit lacks private bathroom; rooming house or light housekeeping shared bathroom only accessible through rooming unit or light housekeeping unit; inadequate number of bathroom fixtures in rooming house or boarding home.

Class 4 violations

1. **Unrestricted plant growth in excess of 10 inches around dwelling unit. (Photos 1, 2, 5, 7, 53, and 54)**
Section 651E Rodent and Pest Vector Control: Maintenance – Any premises determined by the Director to be a nuisance by reason of unrestricted plant growth shall be maintained so as to restrict such growth to ten (10) inches or less. In single family dwellings, the occupant shall be responsible for compliance with this section.
2. **Demolition and house debris is piled in the front yard. (Photos 1, 2, 3, and 4)**
Section 650E Rodent and Pest Vector Control: Protection- No person or municipality shall maintain a premise so as to cause the development of nuisance pest vectors.
3. **Demolition and house debris is piled in the front yard. (Photos 1, 2, 3, and 4)**
Section 653 Refuse: Facilities Required- Every dwelling unit shall be supplied by the occupant with adequate refuse storage facilities, except that in the case of multiple dwellings and rooming houses, the owner or operator shall be responsible for supplying such facilities. Refuse storage facilities shall be made of metal or equivalent material, shall be water tight and provided with tight covers which shall be kept securely closed at all times. The type and location of refuse storage and disposal facilities shall be subject to approval by the Director and meet the standards set forth in Article VIII.
4. **Demolition and house debris is piled in the front yard. (Photos 1, 2, 3, and 4)**
Section 654 Refuse: Responsibility for Proper Storage and Disposal- The occupant of every dwelling unit shall be responsible for the storage of garbage, refuse and rubbish in a clean and sanitary manner in accordance with the provisions of this Article and in compliance with any other Rules and Regulations of the County. IN the case of multiple dwellings and rooming houses, the owner or operator shall be responsible for maintaining the shared refuse storage facilities in a clean and sanitary manner.
5. **Demolition and house debris is piled in the front yard. (Photos 1, 2, 3, and 4)**

Section 657 General Sanitation: Owner Responsibility for Shared or Public Areas –
Every occupant of a dwelling unit, light housekeeping unit or rooming unit shall keep that part of the dwelling and premise which they occupy and control in a clean and sanitary condition, free from any accumulation of dirt, refuse, debris or other matter.

To resolve these violations:

Class 1 violations

1. Provide an operational furnace or heating source for the structure.
2. Repair or replace the foundation where needed.
3. Provide an operational clean potable water source for the structure.

Class 2 violations

1. Provide operational toilet that meets ACHD Plumbing division standards.
2. Provide fully operational electrical service to structure with updated electrical inspection.

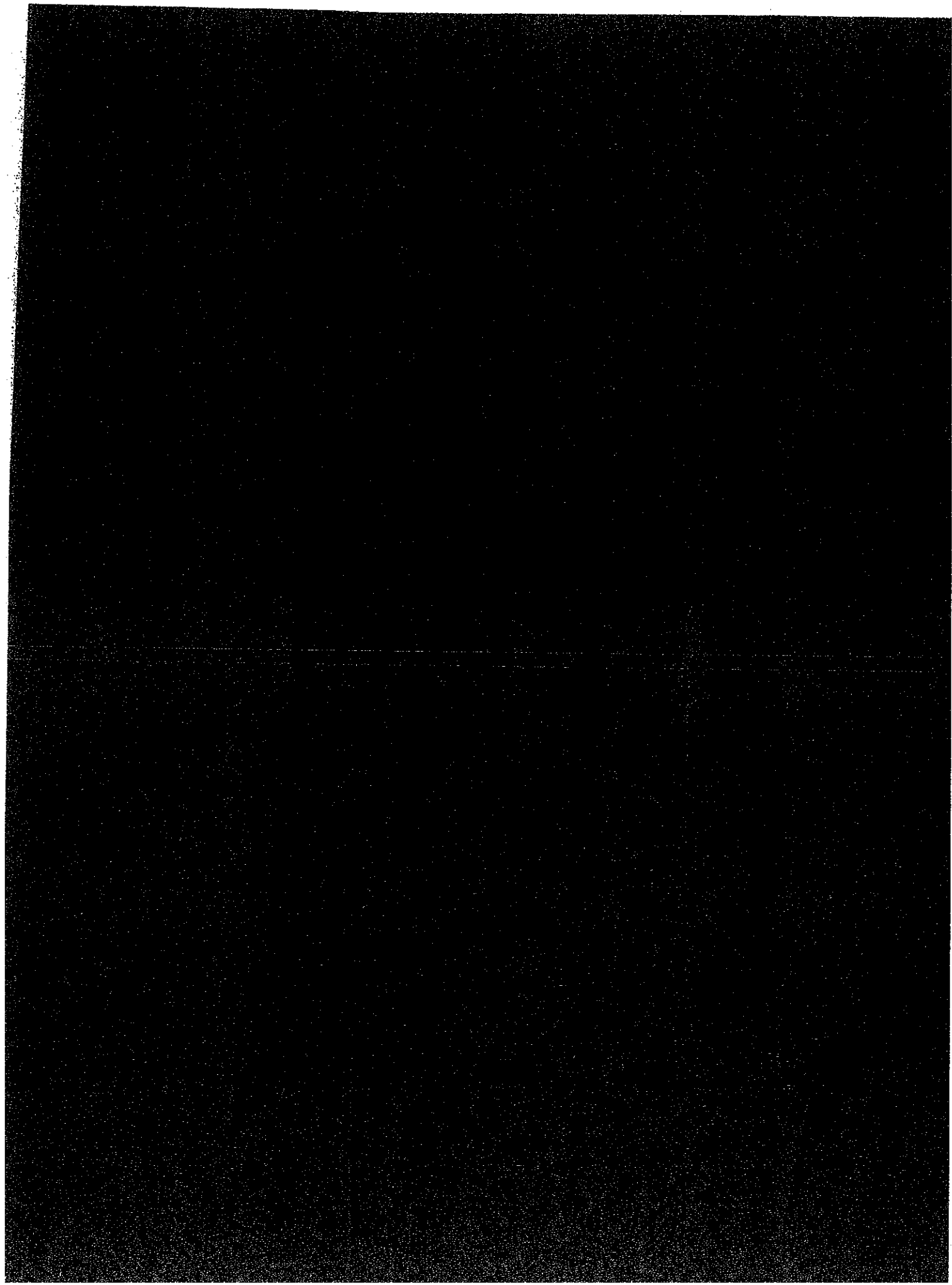
Class 3 violations

1. Provide operational bathtub/shower that meets ACHD Plumbing division standards.
2. Provide operational sink that meets ACHD Plumbing division standards.
3. Repair main water supply line leak.
4. Remove active bee colony.
5. Provide operational kitchen sink that meets ACHD Plumbing division standards.
6. Replace large sections of missing drywall.
7. Replace entry door glass insert or replace door.
8. Repair window glass or replace window.
9. Repair window glass or replace window.
10. Repair window glass or replace window.
11. Repair window glass or replace window.
12. Repair window glass or replace window.
13. Repair window glass or replace window.
14. Repair window glass or replace window.
15. Repair window glass or replace window.
16. Repair window glass or replace window.
17. Repair holes in foundation.
18. Repair/replace bathroom door to ensure privacy.

Class 4 violations

1. Cut grass around dwelling unit.
2. Remove debris in front yard.
3. Remove debris in front yard.
4. Remove debris in front yard.
5. Remove debris in front yard.

If you no longer wish to save the structure you can avoid mentioned repairs by applying for a demolition permit and removing the structure completely and removing the debris in the front yard.



ADVERTISEMENT: BIDS FOR DEMOLITION AT 71 NORRIS LANE

RELATED TO THE SAME STRUCTURES, MR. PAYNE IS RECOMMENDING DEMOLITION. THIS WILL REQUIRE BIDS TO BE ADVERTISED.

MR. PAYNE...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE BIDS FOR THE DEMOLITION OF TWO STRUCTURES ON THE PROPERTY LOCATED AT 71 NORRIS LANE, TARENTUM, PA 15084

	MOTION	SECOND	AYES	NAYES
DR. DISANTI	---	---	---	---
MR. FLORENTINE	---	---	---	---
MR. GUERRE	---	---	---	---
MRS. HOLLIBAUGH	---	---	---	---
MRS. ROMIG	---	---	---	---
MR. VAEREWYCK	---	---	---	---
MR. FLEMING	---	---	---	---

25

ADVERTISEMENT: CEDAR RIDGE STORM SEWER LINING

AS HAS BEEN DISCUSSED IN THE PAST FEW MONTHS, SOME STORMWATER LINES IN THE CEDAR RIDGE PLAN WILL NEED LINED AND/OR REPLACED.

MR. SHOUP.....

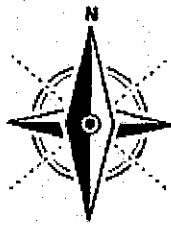
(SEE ATTACHED LETTER).....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO AUTHORIZE MR. SHOUP TO PREPARE THE DOCUMENTS AND ADVERTISE FOR BIDS FOR THE STORM SEWER REHABILITATION/REPLACEMENT IN THE CEDAR RIDGE PLAN OF LOTS.

	MOTION	SECOND	AYES	NAYES
MR. FLORENTINE	___	___	___	___
MR. GUERRE	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. ROMIG	___	___	___	___
MR. VAEREWYCK	___	___	___	___
DR. DISANTI	___	___	___	___
MR. FLEMING	___	___	___	___

26



SHOUP ENGINEERING
FOR OVER 50 YEARS

329 Summerfield Drive, Baden PA 15005
Phone: 724-869-9560 Fax: 724-869-7434
shoupeng@comcast.net

December 15, 2017

Mr. Daniel Mator
West Deer Township
109 East Union Road
Cheswick, PA 15024

Re: Cedar Ridge Plan Storm Sewer Rehabilitation

Dear Mr. Mator,

I have reviewed the Closed Circuit Television Videos (CCTV) and consulted with a trenchless technology contractor regarding the CCTV work. We both concur that the vast majority of corrugated metal storm sewers in the Cedar Ridge Plan can be rehabilitated using Cured in Place Pipe (CIPP) lining. Those sewers which are not candidates for CIPP will be replaced with conventional excavation.

A total of approximately 4,540 feet of storm sewer, ranging from 15 inches to 30 inches in diameter, is envisioned for work under this project.

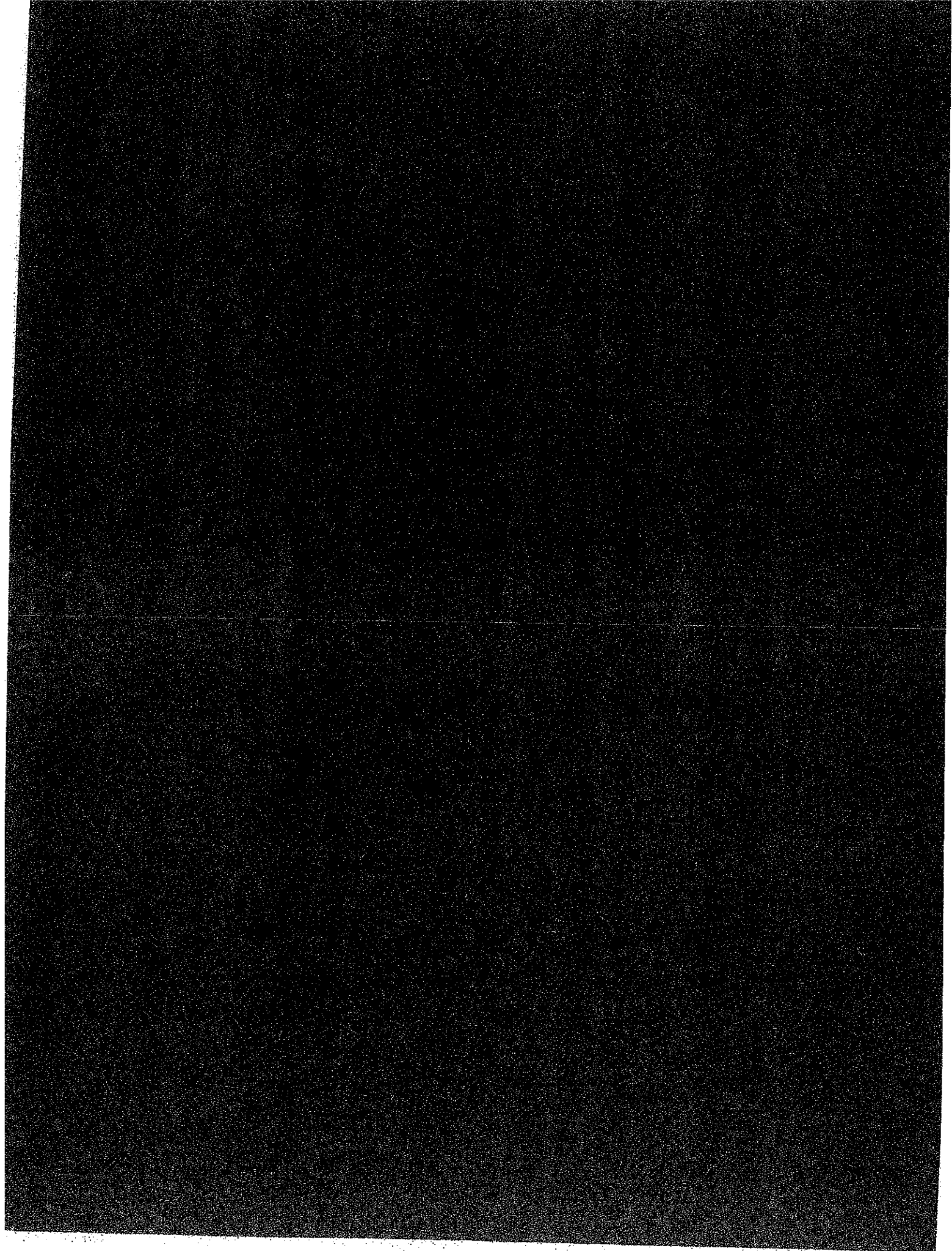
If you should have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

SHOUP ENGINEERING INC.

Scott A. Shoup, P.E., P.L.S.

cc: Cathy Sopko



COMMITTEE REPORTS

Engineering & Public Works Committee

Chairman – Mr. Florentine

Financial, Legal & Human Resources Committee

Chairman – Dr. DiSanti

EMS Oversight Committee

Chairman – Mr. Vaerewyck

North Hills COG Report:

Mr. Guerre

OLD BUSINESS

28

NEW BUSINESS

SET AGENDA / Tuesday, January 2, 2018
8:00 p.m. Reorganization Meeting

- Magistrate Swan will swear-in new Board members.
- Town Flyer will take pictures of the 2018 Board of Supervisors.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Nominate and Elect Chairperson for the Year 2018
5. Nominate and Elect Vice Chairperson for the Year 2018
6. Appoint Township Auditor
7. Furnish Bonds
8. Re-establish Robert's Rules of Order
9. Depository for funds
10. Facsimile Signature
11. Set Monthly Meeting Date and Time
12. Appoint Delegate and Alternate (NHCOCG)
13. Appoint Delegate and Alternate (Allegheny County Association of Township Officials)
14. Appoint Delegate and Alternates (EIT Tax Committee)
15. Conferences
16. 2017 Board appointments
 - A - Planning Commission - 2
 - B - Zoning Hearing Board - 1
 - C - Parks & Recreation - 2
 - D - Deer Creek Drainage Basin Authority - 1
17. Set Agenda: January 17, 2018
18. Adjournment

30

COMMENTS FROM THE PUBLIC

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

ADJOURNMENT

I MOVE TO ADJOURN AT _____ P.M.

	MOTION	SECOND	AYES	NAYES
MRS. ROMIG	---	---	---	---
MR. GUERRE	---	---	---	---
MR. VAEREWYCK	---	---	---	---
MRS. HOLLIBAUGH	---	---	---	---
DR. DISANTI	---	---	---	---
MR. FLORENTINE	---	---	---	---
MR. FLEMING	---	---	---	---