

WEST DEER TOWNSHIP SUPERVISORS MEETING



April 19, 2017

6:00 p.m./Public Hearing: McIntyre Heights PRD

6:30 p.m./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
April 19, 2017

6:00 pm: Public Hearing: McIntyre Heights PRD Conditional Use
6:30 pm: Regular Business Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Registered Comments from the Public**
5. **Comments from the Public**
6. **Accept minutes**
7. **Monthly Financial Report**
 - A. **Finance Officer's Report**
 - B. **List of Bills**
 - C. **Utilities & Payroll**
 - D. **Tax Refunds**
8. **Police Chief's Report**
9. **Building Inspector/Code Enforcement Officer's Report**
10. **Report from the Parks and Recreation Board**
11. **Engineer's Report**
12. **Site Plan: Greystone Fields – Barn Venue**
13. **Plan Review: Forbes Planning Module**
14. **Ordinance No. 417: Advertising and Bidding Ordinance**
15. **Hire Part Time Police Officer**
16. **Request for Extension: Catanese property**
17. **Set public hearing: Transfer of Liquor License**
18. **Timbering: Township Property**
19. **Resolution No. 2017-5: Allegheny Valley Joint Sewer Authority 537 Plan Creation**
20. **Resolution No. 2017-6: PennDOT Roadway Lighting Agreement (Culmerville Bridge)**
21. **Announcements(Clean-Up Day, Police Golf Outing & Electronic Collection Event)**
22. **Committee Reports**
23. **Old Business**
24. **New Business**
25. **Set Agenda: May 17, 2017**
26. **Comments from the Public**
27. **Adjournment**

1 Call to Order

2 Pledge of Allegiance

3 Roll Call - Mr. Mator . . .

REGISTERED COMMENTS FROM THE PUBLIC

- None

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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.

5

ACCEPT MINUTES

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

WHAT ACTION DOES THE BOARD WISH TO TAKE?

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

MOTION SECOND AYES NAYES

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

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West Deer Township
Board of Supervisors
15 March 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; Douglas Happel, representing Griffith, McCague, & Wallace; and Scott Shoup, representing Shoup Engineering.

PLEDGE OF ALLEGIANCE

Due to Chairman Fleming being absent – Vice Chairman DiSanti opened and welcomed everyone to the meeting.

Roll Call taken by Mr. Mator – Quorum present.

Vice Chairman DiSanti announced the Board did not hold an Executive Session.

REGISTERED COMMENTS FROM THE PUBLIC

- None

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.

- Adam Williams, Chief of West Deer Fire Company No. 2, thanked the Township for checking into storing their vehicles at the Public Works garage, and that he understood that it is not feasible. Chief Williams asked if they would be able to store at least the squad vehicle there, but Mr. Mator indicated he checked with Public Works Foreman John Yourish, and passed on that Mr. Yourish said he did not believe there was enough room at the garage, but that VFC #2 was welcome to look.

ACCEPT MINUTES

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to accept the minutes of February 15, 2017 meeting as presented. Motion carried unanimously 4-0.

MONTHLY FINANCIAL REPORT

Mrs. Nardis was not present at the meeting. The following Finance Officer's Report was submitted.

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
28 February 2017

I - GENERAL FUND:

	<u>February</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	263,520.21	933,232.77	15.24%
Expenditures	359,360.35	675,669.00	11.03%

Cash and Cash Equivalents:

Sweep Account	463,387.09	463,387.09
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II - SPECIAL REVENUE FUNDS**Cash and Cash Equivalents:****Street Light Fund:**

Sweep Account - Restricted	7,952.16
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Fire Tax Fund:

Sweep Account - Restricted	15,405.26
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State/Liquid Fuels Fund:

Sweep Account - Restricted	3,245.73
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26,603.15**Investments:****Operating Reserve Fund:**

Sweep Account - Reserved	704,397.89
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Capital Reserve Fund:

Sweep Account - Reserved	346,286.53
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1,050,684.42**III - CAPITAL PROJECT FUNDS:****Cash and Cash Equivalents:**

0.00

0.00**TOTAL CASH BALANCE 2/28/17****1,540,674.66**

Interest Earned February 2017	48.29
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	<u>2/1/2017</u>	<u>February</u>	<u>2/28/2017</u>
	<u>Debt Balance</u>	<u>Principal</u>	<u>Debt Balance</u>
		<u>Payment</u>	
Mars National - VFC #3	270,000.00	\$ 2,740.96	268,249.04

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

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

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

LIST OF BILLS

Best Wholesale Tire Co., Inc.....	944.59
Culverts, Inc.	8200.00
Emblem Enterprises, Inc.	598.00
George I. Reitz & Sons, Inc.	915.00
Griffith, McCague & Wallace, PA.....	1311.00
Hei-Way, LLC.....	1238.11
Jones, Gregg, Creehan & Gerace, LLP	998.86
Jordan Tax Service, Inc.	3106.98
Kress Tire.....	348.00
Krigger & Co.....	17.94
Mark C. Turnley.....	3000.00
Markl Supply.....	176.00
Michael's Auto Trim.....	575.00
MRM Workers' Comp Fund.....	26,694.99
National Road Utility Supply Inc.	90.57
North Eastern Uniforms & Equipment Inc.....	259.89
Office Depot.....	182.18
Shoup Engineering Inc.	4199.25
Staley Communications.....	172.47
Tristani Brothers, Inc.....	655.10
Walsh Equipment.....	6067.10
Wine Concrete Products, Inc.....	3366.30

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh 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 March 2017 to 19 April 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 February 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 February 2017. A copy of the report is on file at the Township. Questions/comments followed.

- Mr. Payne also reported on a request from the Catanese family for an extension to come into compliance for the issuance of their 2017 salvage yard license. Mr. Payne commented on a letter the Township received on a suspected leak of an underground storage tank at the site. An engineering study will be done on whether there was a spill or not. The request for an extension will be on next month's meeting agenda.
- Ms. Anna Marie Catanese was present at the meeting and elaborated.

- Upon being asked by Dr. DiSanti, Mr. Payne explained building permit fees and how those fees are calculated.

PARKS AND RECREATION BOARD REPORT

Chairwoman Mrs. Beverly Jordan was absent. No report submitted.

ENGINEER'S REPORT

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:

Projects

- 2017 Road Improvement Project – Bids for this project were opened on 14 March 2017. The bids were tabulated and presented to the Board of Supervisors for review and consideration at the meeting.
- Nike Site Closure/Shoring Project – Bids for this project were also opened on 14 March 2017. The bids were tabulated and presented to the Board of Supervisors for review and consideration at their 15 March 2017 meeting.
- Senior Center Wall – Tim Broge investigated the wall on 8 March 2017. Mr. Shoup met with Mr. Broge on 14 March 2017 and Mr. Shoup provided an update to the Board.

Development/Subdivision Reviews

- McIntyre Heights PRD – A review of this preliminary PRD Plan was performed and a review letter was issued to the Township on 23 February 2017.
- Forbes Event Barn – A sewage facilities planning module for a proposed holding tank was submitted for this development. Following Planning Commission consideration at their March 23, 2017 meeting, this item may be on the Board's Agenda at their April 19, 2017 meeting.

AWARD: 2017 ROAD IMPROVEMENT PROJECT CONTRACTS 17-01 AND 17-02

Plans, specifications, and bid documents were prepared by Shoup Engineering for the 2017 Road Improvement Project on various Township roads. The project was advertised and sealed bids were received until 1:30 p.m. on 14 March 2017 at which time they were opened and read aloud.

Contract 17-01 and 17-02 consist of: milling existing asphalt; paving with hot mix and cold mix asphalt binder and wearing courses; bituminous seal coating; base repair; constructing new asphalt wedge curbs; other related appurtenances and miscellaneous work on sixteen roads totaling approximately 31,000 feet in length. All Bidders must have PennDOT Prequalification Certificates for the work classifications contemplated by this project.

CONTRACT 17-01 – Hot Mix Asphalt

Base Bid: Benjamin Street, McClure Road (East Union to Overlook Place), Reaghard Drive, Magill Road, Ideal Avenue, Ridge Drive, Park Drive, Overlook Place, Cherry Lane and Christonia Road.

Alternate Bid 1: Deerton Street

Alternate Bid 2: Betty Lane

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALT. 1</u>	<u>ALT 2</u>
1) Shields Asphalt Paving	\$554,010.50	\$27,449.00	\$27,678.00
2) Youngblood Paving, Inc.	\$563,248.20	\$31,520.00	\$31,467.50
3) Tresco Paving Corp.	\$606,462.50	\$26,340.00	\$26,455.00
4) A. Liberoni, Inc.	\$623,157.60	\$25,356.30	\$24,598.70
5) El Grande Industries, Inc.	\$635,079.30	\$24,515.50	\$24,473.90
6) Mele & Mele & Sons, Inc.	\$687,115.70	\$34,681.85	\$33,869.83
7) Michael Facchiano Contracting	\$694,246.00	\$27,790.00	\$27,125.50

Total bid for Shields Asphalt Paving including Base, Alternate 1 and 2: \$609,137.50

Mr. Shoup commented on the bids received.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to award the 2017 Road Program Hot Mix Paving Contract 17-01 to Shields Asphalt Paving in the amount of \$554,010.50 for the Base Bid, \$27,449.00 for Alternate No. 1 and \$27,678.00 for Alternate No. 2. Motion carried unanimously 4-0.

CONTRACT 17-02 – Cold Mix Asphalt and Sealcoating

Base Bid: Trump Road and Lick Road – cold mix asphalt
Alternate Bid 1: Clendenning Road and McMorrان Road – seal coating work
Alternate Bid 2: Carl Lane – cold mix asphalt

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALT. 1</u>	<u>ALT 2</u>
1) Youngblood Paving, Inc.	\$269,318.50	\$33,240.00	\$25,711.00
2) Russell Standard Corp.	\$297,990.00	\$37,200.00	\$31,242.00

Total bid for Youngblood Paving including Base, Alternate 1 and 2: \$328,269.50

Mr. Shoup indicated the two projects total \$937,407.00. Mr. Shoup pointed out the Township budgeted one million dollars for the project.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to award the 2017 Road Program Cold Mix Paving Contract 17-02 to Youngblood Paving, Inc., in the amount of \$269,318.50 for the Base Bid, \$33,240.00 for Alternate No. 1 and \$25,711.00 for Alternate No. 2. Motion carried unanimously 4-0.

AWARD: NIKE SITE SHORING/CLOSURE PROJECT **CONTRACT 17-03**

Plans, specifications and bid documents were prepared by Shoup Engineering for the Nike Site Park Shoring/Closure Project. The project was advertised and sealed bids were received until 1:30 p.m. on 14 March 2017 at which time they were opened and read aloud.

Contract 17-03 – The project consists of installing reinforced concrete and sealing off various shafts and stairwells into underground chambers at the community park.

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) DeFrank Development	\$23,763.00
2) Martino, Inc.	\$28,000.00
3) Satira Construction, Inc.	\$44,239.00
4) Santamaria Landscape Contracting Inc.	\$55,215.00

Mr. Shoup explained the bids and the project. Mr. Shoup recommended the Board award the contract to DeFrank Development subject to Mr. Shoup checking their references.

After some discussion, MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to award the Nike Site Park Shoring/Closure Contract 17-03 to DeFrank Development in the amount of \$23,763.00 subject to the Township Engineer's verification of references. Motion carried unanimously 4-0.

Mr. Mator stated for the record that though he has faith in Mr. Shoup's expertise and understands the extreme cost of fully shoring the silos, he had concerns about the long-term stability of the underground silos if they are shored in the recommended way. Mr. Shoup replied that he understood Mr. Mator's concerns, but that the existing structure was stable and should last generations. Furthermore, he stated, any failure would not be catastrophic, and the Township would have time to address and remediate the problem at that time.

UPDATE: SENIOR CITIZEN WALL REPAIR

Mr. Tim Broge investigated the wall on 8 March 2017, and Mr. Shoup met with Mr. Broge on 14 March 2017.

Mr. Shoup explained Mr. Broge dug outside the failing wall and discovered that the problem is being caused by part of a block wall that is below grade tipping inwards due to the soil and water from the adjacent ground. This, he said, is resulting in the above ground portion of the wall tipping outwards.

Mr. Shoup recommended a partial demolition and reconstruction of the wall. He said that Mr. Broge would rebuild the outer wall and fill that with concrete so there will be nowhere for the wall to push below grade – and above grade put some ties between the two walls.

Mr. Shoup stated that Mr. Broge anticipated the job would be around \$4,000 or less. Mr. Shoup therefore recommended the Board award the work to Mr. Broge not to exceed an amount slightly higher than that amount, or to authorize him to secure bids.

The Board discussed the matter and considered the repair as an emergency.

MOTION BY Supervisor Romig and SECONDED BY Supervisor Hollibaugh to award the Senior Citizen Wall to Broge Masonry Corporation in the amount not to exceed \$4,500.00 and under the supervision of the Township Engineer. Motion carried unanimously 4-0.

RESOLUTION NO.2017-3: VACANT PROPERTY

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-J-308 WOULD BE IN ACCORDANCE WITH THE COMPREHENSIVE PLAN OF THE MUNICIPALITY.

Property Location:

- Vacant property is located on Bryson Road behind the apartment building that is located on Mueller Street. The vacant lot will provide parking for the apartment building that currently does not provide any parking except for street parking that is one side of a single lane. Since this is for a business, the program requires a development plan with estimated costs before they approve the application.

Mr. Payne commented on the vacant property and the additional parking for the apartment building.

After some discussion, MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to adopt Resolution No. 2017-3 acknowledging that the acquisition and subsequent disposition of parcel with Lot and Block number of 1669-J-308 would be in accordance with the Comprehensive Plan of the municipality. Motion carried unanimously 4-0.

RESOLUTION NO. 2017-4: PLANNING MODULE - BANKS PLAN OF LOTS

RESOLUTION #2017-4 is a Resolution for the PA DEP Sewage Facilities Planning Module for the Banks Plan of Lots located at Spruce Street, Gibsonia, PA 15044.

The Board received a letter from Mr. Shoup indicating he has reviewed the Sewage Facilities Planning Module and found it to be satisfactory and recommends the Board adopt the resolution.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to adopt Resolution #2017-4 which is the Resolution for the PA DEP Sewage Facilities Planning Module for the Banks Plan of Lots. Motion carried unanimously 4-0.

SET PUBLIC HEARING: MCINTYRE HEIGHTS PRD CONDITIONAL USE

Applicant: Richland Holdings, LLC
 Location: McIntyre Road, Gibsonia, PA 15044 – 38.7 acres
 Zoned: R-2 Semi-Suburban Residential
 Request: To construct: patio homes (single family) plus duplex buildings.

Applicant is requesting a Conditional Use for a Planned Residential Development (PRD). Mr. Payne explained the McIntyre Heights Plan.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Romig to set the public hearing for the Conditional Use for a Planned Residential Development for the McIntyre Heights Plan for Wednesday, April 19, 2017 at 6:00 p.m. Motion carried unanimously 4-0.

ADVERTISEMENT OF ORDINANCE NO. 417: ADVERTISING AND BIDDING ORDINANCE

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER REPEALING AND REPLACING ORDINANCE NO. 135 AND ORDINANCE NO. 305 – AS CODIFIED IN CHAPTER 14 OF THE CODE OF THE TOWNSHIP OF WEST DEER – WHICH ESTABLISHES A SYSTEM OF COMPETITIVE BIDDING PURSUANT TO ARTICLE XII, SECTION C-1163 OF THE TOWNSHIP HOME RULE CHARTER.

The Board will consider adoption of the Ordinance at their 19 April 2017 meeting.

Last month, the Board tabled the advertisement and as discussed, revisions were made to the Ordinance.

Mr. Happel explained the revisions to the Ordinance's Competitive bidding section, which included provisions to more closely resemble the Second Class Code's competitive bidding process.

He also commented on the deletion of the exception section from the Ordinance because the exceptions to the bidding requirements are specifically set out in the Home Rule Charter and cannot be amended except by referendum.

MOTION BY Supervisor Guerre and SECONDED BY Supervisor Hollibaugh to authorize the advertisement of Ordinance No. 417 repealing and replacing Ordinance No. 135 and Ordinance No. 305 – as codified in Chapter 14 of the Code of the Township of West Deer – which establishes a system of

competitive bidding pursuant to Article XII, Section C-1163 of the Township Home Rule Charter. Motion carried unanimously 4-0.

RESIGNATION: PART TIME POLICE OFFICER

The Board is in receipt of a resignation letter dated 6 March 2017 from Donald B. Myers as a part time police officer – effective immediately. Vice Chairman DiSanti read the resignation letter – copy on file at the Township.

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to accept the resignation of Officer Donald B. Myers as a part time police officer for West Deer Township, effective immediately 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. Florentine – ABSENT - North Hills COG

OLD BUSINESS

- Dr. DiSanti questioned if the Township heard back from PennDOT in regard to the winter maintenance on Russellton Airport Road and Russellton-Creighton Road. Mr. Mator indicated he has not, but there was a scheduled maintenance meeting scheduled with PennDOT the following Monday. Mr. Mator pointed out he also discussed the maintenance of those roads with Senator Vulakovich when he met with him earlier in the month.
- Dr. DiSanti announced Clean Up Day in West Deer Township will be held April 29th at 9:00 a.m.

NEW BUSINESS

- Mr. Mator reported the Senior Center flooring installation will be completed the week of the meeting. He added that because it is a new floor and all of the furniture is therefore moved out of the main area, the Center asked if the Township would authorize the cleaning, sealing, and waxing of the floor.

Mr. Mator explained that the Board did not approve it as part of the flooring bid – the flooring company does not do that sort of work – but that Barbara Thompson, Senior Citizen Administrator, asked if the Township could have that done before moving the furniture back the following Monday. Mr. Mator stated he received three proposals: One for \$1,950.00, one for \$1,250.00, and a third for \$1,000.00.

Mr. Mator asked the Board if they have a problem with authorizing the \$1,000 given the short timeframe. The Board agreed to award the cleaning, sealing, and waxing of the Senior Center floor at a cost not to exceed \$1,000.00.

SET AGENDA: REGULAR BUSINESS MEETING

19 April 2017

6:00 p.m. – Public Hearing McIntyre Heights PRD

6:30 p.m. – 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. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities & Payroll
9. Police Chief's Report
10. Building Inspector/Code Enforcement Officer's Report
11. Report from the Parks & Recreation Board
12. Engineer's Report
13. Advertisement: Ordinance – Administrative Policies and Procedures
14. Purchase: Board iPads
15. Plan Review: Forbes Planning Module
16. Committee Reports
17. Old Business
18. New Business
19. Set Agenda: 17 May 2017
20. Comments from the Public
21. Adjournment

Items Added:

*Catanese Brothers Extension

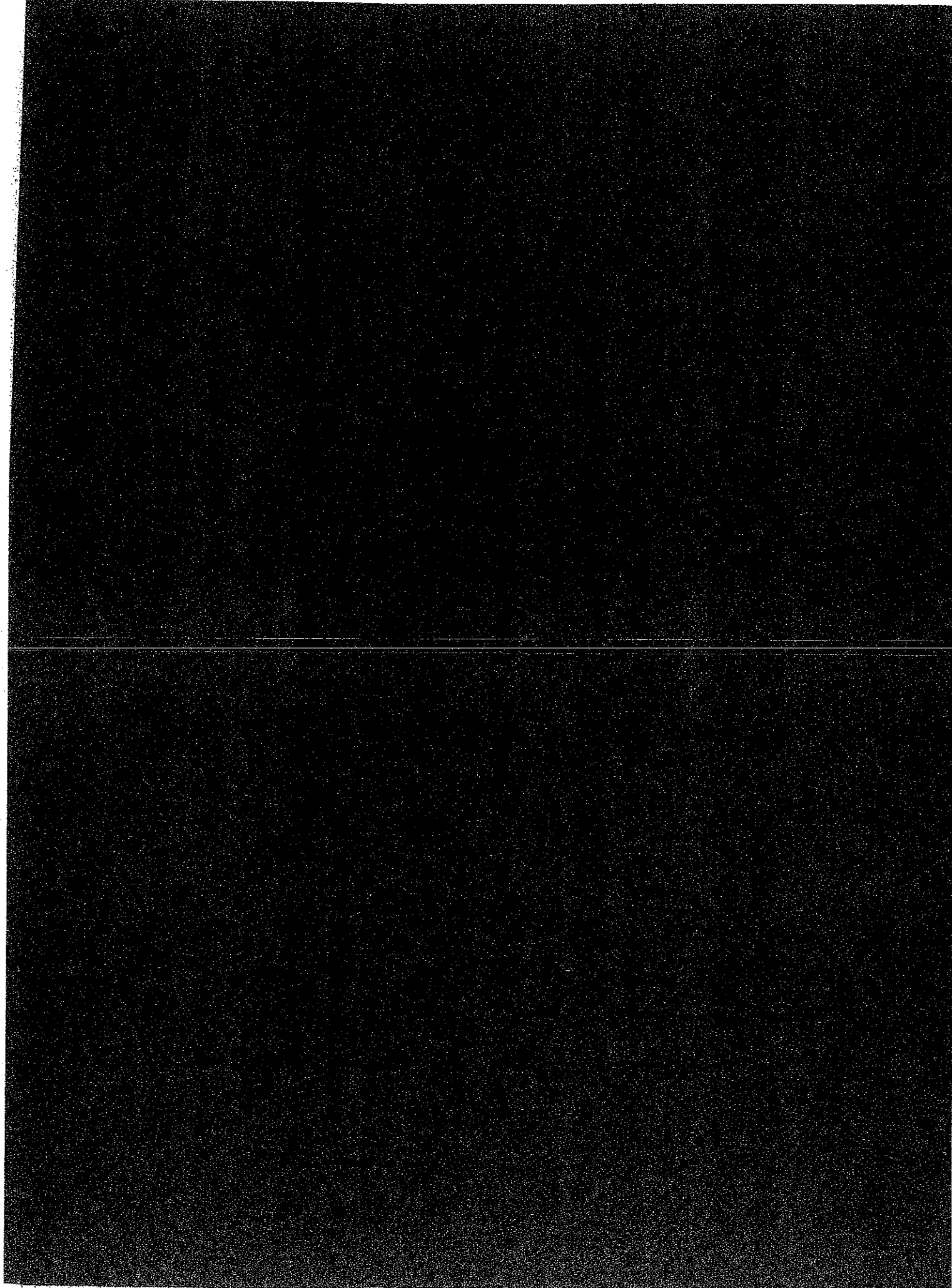
COMMENTS FROM THE PUBLIC

- None.

ADJOURNMENT

MOTION BY Supervisor Hollibaugh and SECONDED BY Supervisor Romig to adjourn the meeting at 7:50 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

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

7-A

TOWNSHIP OF WEST DEER
FINANCE OFFICER'S REPORT
March 31, 2017

I - GENERAL FUND:

	<u>March</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues	384,108.35	1,298,276.92	21.20%
Expenditures	257,414.33	922,363.81	15.06%

Cash and Cash Equivalents:

Sweep Account		<u>495,023.46</u>	
			<u>495,023.46</u>

II - SPECIAL REVENUE FUNDS

Cash and Cash Equivalents:

Street Light Fund:

Sweep Account - Restricted		16,160.58	
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Fire Tax Fund:

Sweep Account - Restricted		27,946.95	
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State/Liquid Fuels Fund:

Sweep Account - Restricted		<u>299,422.66</u>	
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343,530.19

Investments:

Operating Reserve Fund:

Sweep Account - Reserved		704,425.68	
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Capital Reserve Fund:

Sweep Account - Reserved		<u>346,286.73</u>	
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1,050,712.41

III - CAPITAL PROJECT FUNDS:

Cash and Cash Equivalents:

0.00

0.00

TOTAL CASH BALANCE 3/31/17

1,889,266.06

Interest Earned March 2017

213.56

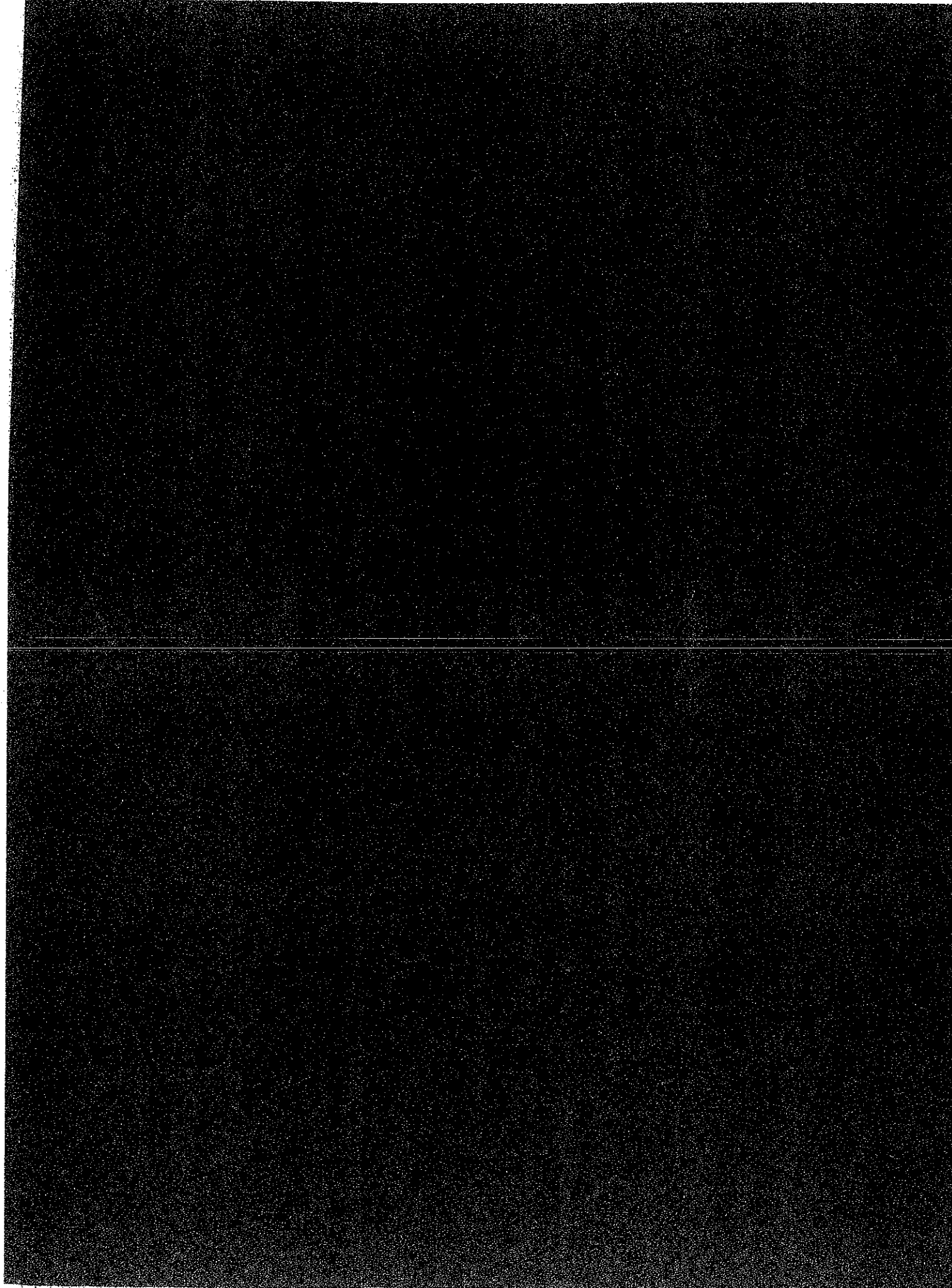
	<u>3/1/2017</u>		<u>March</u>		<u>3/31/2017</u>
	<u>Debt Balance</u>		<u>Principal</u>		<u>Debt Balance</u>
			<u>Payment</u>		
Mars National - VFC #3	268,249.04	\$	2,607.94		266,333.32

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

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

INTEREST EARNED - 2017

	<u>MARCH</u>	<u>YTD</u>
GENERAL FUND	\$19.99	\$62.25
STREET LIGHT FUND	\$0.35	\$1.46
FIRE TAX FUND	\$0.58	\$3.34
OPERATING RESERVE	\$27.79	\$83.82
STATE FUND	\$164.65	\$166.98
CAPITAL RESERVE	<u>\$0.20</u>	<u>\$0.55</u>
TOTAL INTEREST EARNED	<u>\$213.56</u>	<u>\$318.40</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

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

7-B

Due Dates: 04/15/2017 thru 04/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: AMERIKOHL AGGREGATES INC										
00338	AMERIKOHL TRANSPORT	430.611	21315	719.33			719.33			
	Road: Delivery of Li	0317	03/31/2017	04/15/2017	04/04/2017					
Name: AMERIKOHL TRANSPORT INC										
00553	BEST WHOLESALE TIRE	410.374	8554	291.00			291.00			
	Police:Car #39-Inspe	0317	03/03/2017	04/15/2017	04/10/2017					
00553	BEST WHOLESALE TIRE	410.374	8640	282.45			282.45			
	Police:Car #33-Inspe	0317	03/03/2017	04/15/2017	04/10/2017					
00553	BEST WHOLESALE TIRE	410.374	8772	336.35			336.35			
	Police:Car #36-Inspe	0317	03/06/2017	04/15/2017	04/10/2017					
00553	BEST WHOLESALE TIRE	410.374	8800	40.68			40.68			
	Police:Car #39-Inspe	0317	03/09/2017	04/15/2017	04/10/2017					
Name: BEST WHOLESALE TIRE CO, INC										
00511	CAMPBELL, DURRANT, B	404.314	59609	316.67			316.67			
	Gen: Professional se	0417	04/06/2017	04/15/2017	04/11/2017					
00511	CAMPBELL, DURRANT, B	404.314	59610	2353.19			2353.19			
	Gen: Professional se	0417	04/06/2017	04/15/2017	04/11/2017					
Name: CAMPBELL, DURRANT, BEATTV,										
00238	CULVERTS, INC	430.611	IN00121559	2800.00			2800.00			
	Road: Steel Type M F	0417	04/07/2017	04/15/2017	04/13/2017					
Name: CULVERTS, INC										
10315	GRIFFITH, MCGAGUE &	404.111	271508	1159.00			1159.00			
	Legal Services-Gener	0317	03/31/2017	04/15/2017	04/10/2017					
10315	GRIFFITH, MCGAGUE &	404.111	271509	462.00			462.00			
	Legal Services-Demo1	0317	03/31/2017	04/15/2017	04/10/2017					
10315	GRIFFITH, MCGAGUE &	404.111	271510	19.00			19.00			
	Legal Services-Rebec	0317	03/31/2017	04/15/2017	04/10/2017					

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

By Name
Cutoff as of: 12/31/9999

Time: 2:04 pm
Date: 04/13/2017
Page: 2

Due Dates: 04/15/2017 thru 04/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: GRIFFITH, MCCAGUE & WALLACE, PC										
00005	HEI-WAY, LLC	430.372	70320018	487.54				487.54		
	Road: Cold Patch	0317	03/21/2017	04/15/2017				03/23/2017		
00005	HEI-WAY, LLC	430.372	70322009	699.77				699.77		
	Road: Cold Patch	0317	03/23/2017	04/15/2017				03/24/2017		
00005	HEI-WAY, LLC	430.372	70328001	728.45				728.45		
	Road: Cold Patch	0317	03/29/2017	04/15/2017				03/30/2017		
00005	HEI-WAY, LLC	430.372	70330017	701.41				701.41		
	Road: Cold Patch	0317	03/31/2017	04/15/2017				04/04/2017		
00005	HEI-WAY, LLC	430.372	70403004	670.27				670.27		
	Road: Cold Patch	0417	04/04/2017	04/15/2017				04/05/2017		
Name: HEI-WAY, LLC										
00106	JORDAN TAX SERVICE,	403.140	3-17-149	600.00				600.00		
	Certifying for Liens	0317	03/17/2017	04/15/2017				03/29/2017		
00106	JORDAN TAX SERVICE,	403.140	3-C-#114	1271.49				1271.49		
	Delinquent R E Tax C	0317	03/17/2017	04/15/2017				03/20/2017		
00106	JORDAN TAX SERVICE,	403.140	3-C-#115	17.00				17.00		
	Municipal Claim-Demo	0317	03/17/2017	04/15/2017				03/20/2017		
Name: JORDAN TAX SERVICE, INC.										
00362	KRESS TIRE	410.374	9483-30	525.08				525.08		
	Police: CAR #32 TIRE	0317	03/23/2017	04/15/2017				04/10/2017		
00362	KRESS TIRE	454.374	9484-6	200.00				200.00		
	Park: Tractor TIRES	0317	03/24/2017	04/15/2017				03/24/2017		
Name: KRESS TIRE										
00481	MARK C TURNLEY	402.311	3/31/17	1000.00				1000.00		
	Progress Billing y/E	0317	03/31/2017	04/15/2017				04/04/2017		
Name: MARK C TURNLEY										
00542	MARKL SUPPLY	410.239	110265-0	2619.66				2619.66		
	POL:Ammunition	0317	03/21/2017	04/15/2017				03/28/2017		

By Name
Cutoff as of: 12/31/9999

Time: 2:04 pm
Date: 04/13/2017
Page: 3

Due Dates: 04/15/2017 thru 04/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	paid	Un-paid	Check#	Check Amt.
Name: MARKL SUPPLY										
00657	OFFICE DEPOT	410.210	911577052001	96.49				96.49		
	Police: Office Suppl	0317	03/08/2017	04/15/2017	03/28/2017					
00657	OFFICE DEPOT	406.210	914671056001	163.87				163.87		
	Office Supplies	0317	03/21/2017	04/15/2017	03/31/2017					
00657	OFFICE DEPOT	409.226	914671056001	24.69				24.69		
	Cleaning Supplies	0317	03/21/2017	04/15/2017	03/31/2017					
00657	OFFICE DEPOT	409.226	914671100001	59.99				59.99		
	Cleaning Supplies	0317	03/21/2017	04/15/2017	03/31/2017					
00657	OFFICE DEPOT	406.210	915979297001	277.12				277.12		
	Office Supplies	0317	03/24/2017	04/15/2017	03/31/2017					
00657	OFFICE DEPOT	406.210	915979650001	199.99				199.99		
	Office Supplies	0317	03/27/2017	04/15/2017	04/06/2017					
00657	OFFICE DEPOT	406.210	918043985001	59.99				59.99		
	Office Supplies	0417	04/03/2017	04/15/2017	04/13/2017					
00657	OFFICE DEPOT	409.226	918044114001	134.97				134.97		
	Cleaning Supplies	0417	04/04/2017	04/15/2017	04/13/2017					
Name: OFFICE DEPOT										
				1017.11				1017.11		
00830	SHOUP ENGINEERING IN	408.319	17-108	123.75				123.75		
	Engineering: Banks P	0317	03/31/2017	04/15/2017	04/05/2017					
00830	SHOUP ENGINEERING IN	408.319	17-109	99.00				99.00		
	Engineering: Forbes	0317	03/31/2017	04/15/2017	04/05/2017					
00830	SHOUP ENGINEERING IN	408.319	17-110	148.50				148.50		
	Engineering: Greysto	0317	03/31/2017	04/15/2017	04/05/2017					
00830	SHOUP ENGINEERING IN	408.319	17-111	123.75				123.75		
	Engineering: MCINTYR	0317	03/31/2017	04/15/2017	04/05/2017					
00830	SHOUP ENGINEERING IN	408.313	17-112	742.50				742.50		
	Engineering: Miscel11	0317	03/31/2017	04/15/2017	04/05/2017					
00830	SHOUP ENGINEERING IN	408.318	17-91	220.00				220.00		
	Engineering:MS4 Perm	0317	03/21/2017	04/15/2017	03/27/2017					

ACCOUNTS PAYABLE - UNPAID VOUCHER REGISTER

By Name
Cutoff as of: 12/31/9999

Time: 2:04 pm
Date: 04/13/2017
Page: 4

Due Dates: 04/15/2017 thru 04/15/2017

Vendor	Name/Desc	Acct#/Proj	Invoice#	Amount Due	Discount	Cancelled	Paid	Un-Paid	Check#	Check Amt.
Name: SHOUP ENGINEERING INC.										
00616	SIMTAC SERVICES	410.460	1022	912.50				912.50		
	Police:Simulated Fir	0317	03/01/2017	04/15/2017	03/28/2017					
				1457.50				1457.50		
Name: SIMTAC SERVICES										
00674	STALEY COMMUNICATION	410.328	86768	115.00				115.00		
	POL: Radio Equipment	0417	04/05/2017	04/15/2017	04/07/2017					
00674	STALEY COMMUNICATION	430.327	86769	57.47				57.47		
	Road: Radio Equipmen	0417	04/05/2017	04/15/2017	04/07/2017					
Name: STALEY COMMUNICATIONS										
00577	TOSHIBA FINANCIAL SE	406.261	66714700	377.75				377.75		
	Lease & maintenance	0417	04/02/2017	04/15/2017	04/10/2017					
00577	TOSHIBA FINANCIAL SE	410.261	66714700	239.75				239.75		
	Lease & maintenance	0417	04/02/2017	04/15/2017	04/10/2017					
Name: TOSHIBA FINANCIAL SERVICES										
00067	TRISTANI BROTHERS, I	430.374	170305	389.00				389.00		
	Road:Inspection-'14	0317	03/31/2017	04/15/2017	04/06/2017					
Name: TRISTANI BROTHERS, INC.										
00074	WALSH EQUIPMENT	430.611	P88196	6197.16				6197.16		
	Road:15"x20' Pipe/12	0317	03/13/2017	04/15/2017	03/16/2017					
Name: WALSH EQUIPMENT										
				6197.16				6197.16		

FINAL TOTALS:

30376.23

30376.23

C) UTILITIES & PAYROLL

WHAT ACTION DOES THE BOARD WISH TO TAKE?

I MOVE TO PAY UTILITIES AND PAYROLL FROM APRIL 20, 2017 TO MAY 17, 2017.

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

7-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 AN ASSESSMENT CHANGE BY ALLEGHENY COUNTY FOR THE YEAR 2016.

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

7-D

WEST DEER TOWNSHIP

Date: 03/31/17
Time: 09:42:42

REAL ESTATE TAX REFUNDS FOR BOARD APPROVAL
March 2017
Refunds Due to County Change Orders

Page: 1

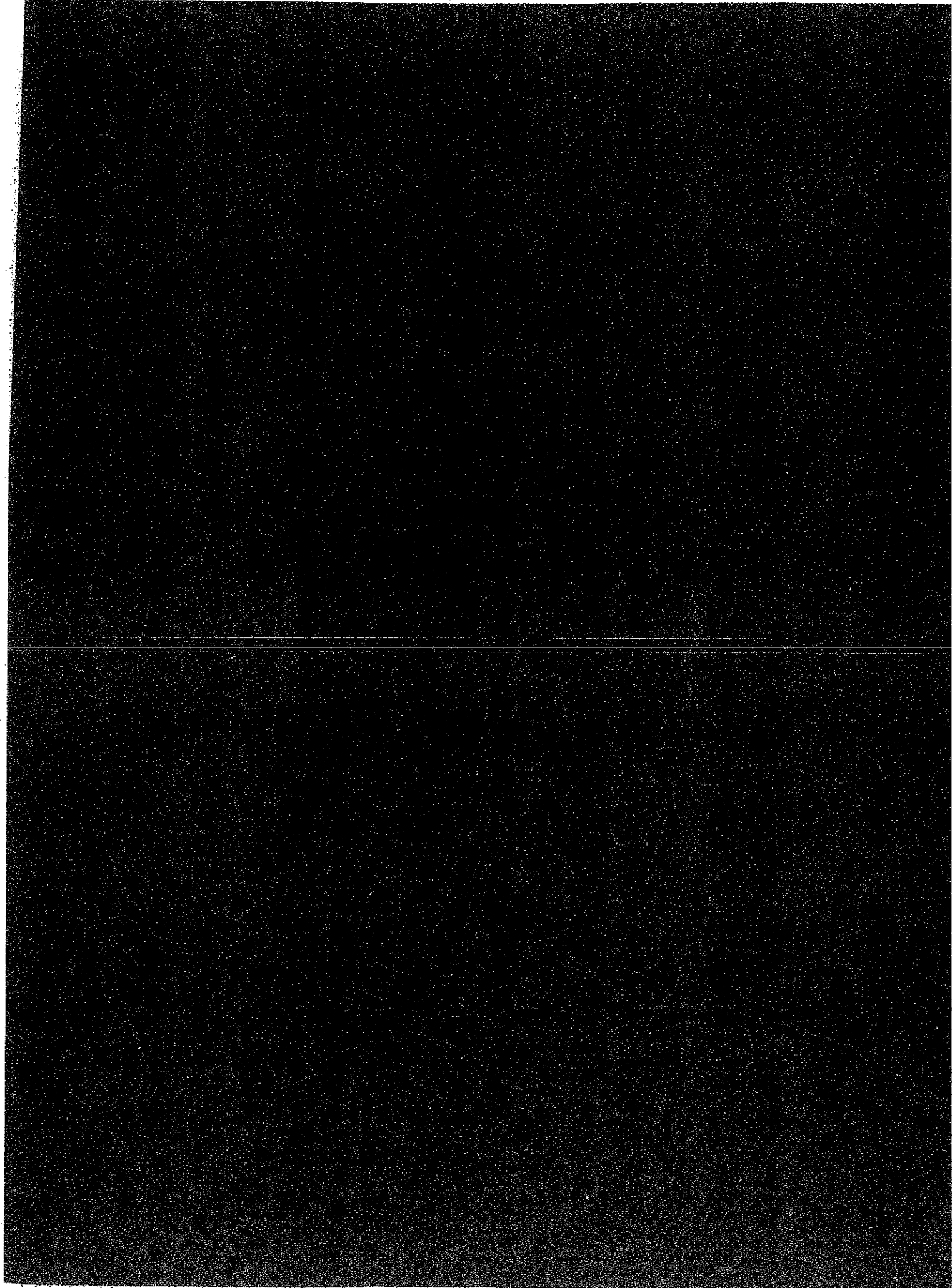
Payable to: PAHOLICH BENJAMIN E | HEATHER (W) Lot & Block 2013-S-10
3954 KAHN AVE TARENTUM CULMERVILLE
ALLISON PARK PA 15101

Refund of 19.70 due for tax year: 2016

Orig Value:	81,000 *	Orig Tax:	157.97
New Value:	17,500	New Tax:	<u>138.27</u>
Exoneration:	63,500	Refund:	19.70

* Multiple change orders apply to this property.

March 2017



POLICE CHIEF'S REPORT

SGT. BAILEY.....

8

OFFICER'S MONTHLY REPORT

TO: Jonathan D. Lape, Chief of Police
FROM: Pam Tedesco, Administrative Assistant
SUBJECT: OFFICER'S MONTHLY REPORT
DATE: March 8, 2017

Attached is the Officer's Monthly Report for March 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
MARCH 2017

	<u>CURRENT MONTH</u>	<u>PREVIOUS MONTH TO DATE</u>	<u>YEAR TO DATE</u>
REPORTABLE CALLS FOR SERVICE	51	95	146
CALLS FOR SERVICE/FIELD CONTACTS	300	611	911
ALL OTHER CALLS	450	916	1366
TOTALS CALLS FOR SERVICE	801	1622	2423

ARRESTS

ADULT	4	11	15
JUVENILE	1	0	1
TRAFFIC CITATIONS	32	22	54
NON TRAFFIC CITATIONS	0	3	3
PARKING CITATIONS	0	3	3
WARNINGS	9	2	11

PERSONNEL

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

VEHICLE REPORTS

TOTAL MILES TRAVELED	9856	19169	29025
GALLONS OF GASOLINE USED	820.6	1697	2517.6
REPAIRS/MAINTENANCE	1475.56	2350.24	3825.8

OVERTIME PAID

COURT (OFF DUTY)	6	5	11
PRELIMINARY HEARINGS	0	6	6
PRETRIAL	0	0	0
INVESTIGATIONS	2	24	26
ARRESTS	0	12	12
SPEED CHECKS	0	0	0
PRIVATE CONTRACTS	0	9	9
MISC. HOURS - FILLED SHIFTS	8	0	8
MISC. HOURS - ADMIN. HOURS	0	0	0
ALL OTHER MISC. HOURS - see below	0	0	0
TOTAL HOURS	16	56	72

OFFICERS MONTHLY REPORT
MARCH 2017

	2016 YEAR TO DATE	2017 YEAR TO DATE
REPORTABLE CALLS FOR SERVICE	157	146
CALLS FOR SERVICE/FIELD CONTACTS	800	911
ALL OTHER CALLS	1352	1366
TOTAL CALLS FOR SERVICE	2309	2423

ARRESTS

ADULT	17	15
JUVENILE	2	1
TRAFFIC CITATIONS	45	54
NON TRAFFIC CITATIONS	6	3
PARKING CITATIONS	0	3
WARNINGS	10	11

PERSONNEL

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

VEHICLE REPORTS

TOTAL MILES TRAVELED	29408	29025
GALLONS OF GASOLINE USED	2761.1	2517.6
REPAIRS/MAINTENANCE	3436.75	3825.8

OVERTIME

COURT (OFF DUTY)	35.5	11
PRELIMINARY HEARINGS	32	6
PRETRIAL	0	0
INVESTIGATIONS	37	26
ARRESTS	5	12
SPEED CHECKS	0	0
PRIVATE CONTRACTS	0	9
MISC. HOURS - FILLED SHIFTS	2	8
MISC. HOURS - ADMIN. HOURS	0	0
ALL OTHER MISC. HOURS	7.5	0
TOTAL HOURS	119	72

Points of Interest

Month of MARCH 2017

Budget as of MARCH – 20.34%

CHIEF JONATHAN LAPE –

March 14 - Attended Chief's – EMA meeting

March 21 - Attended Western Chiefs meeting

March 22 – March 25 – Attended PELRAS conference

March 27 - Attended a safety meeting at/with Rebecca Residence personnel

OFFICER EDWARD NEWMAN – K9 REPORT –

March 8 - K9 training in Butler

March 11 - attended a K9 life saver class

March 15 - assisted in a K9 search for Hampton High School

March 22 - K9 training in West Deer

March 25 - completed a K9 life saver class

Worked on the golf outing throughout the month

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

March 10 - training was held at the Hampton Township Police range and consisted of day and night qualifications on primary and secondary weapons

March 24 - training was held at the Berkley Hills VFD and at a vacant residence in McCandless Township. Mock warrant service write up and execution scenarios were conducted along with interior movement drills.

SCHOOL DISTRICT DETAILS –

Throughout the month of March – 30 – 8th grade DARE classes were taught and 30 – 5th grade DARE classes were taught

Officers attended school board meetings on March 14th and March 21st

SPECIAL DETAILS/MISCELLANEOUS DETAILS –

March 17 – roving DUI checkpoint – Ross Township

March 20 - Sgt. Bailey, John Yourish and Pam Tedesco met with the traffic engineer from Penn DOT to discuss various road conditions

March 21, 24, 27, 28, 31 – Aggressive Driving details were conducted

CORRESPONDENCE – see attached correspondence to the Pennsylvania Department of Transportation regarding various road conditions.



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

March 20, 2017

Mr. Michael Zimmerman, P.E., Assistant Highway Maintenance Manager
Pennsylvania Department of Transportation
Maintenance District 11-1
51 Fox Chapel Road
Pittsburgh, PA 15238

Dear Mr. Zimmerman:

I would like to thank you for taking the time to meet with us this morning to discuss the problems we're experiencing on state roads throughout our township. The following are issues we hope can be addressed by your department:

Mislabeled roads - per the map I recently sent to you relative to incorrect road names, we need to address this for road conditions, downed trees, water issues, etcetera.

Intersection of Bryson & Bairdford Roads - this matter needs to be addressed by Penn DOT and Allegheny County to determine who is responsible for a ditch line in this area. Continual extreme ice builds up at this intersection causing hazardous conditions

Mountainview Road - what is the projected completion of the erosion work at this location

Mountainview Road - the Route 910 end - catch basins need cleaned out and maintained on a regular basis

Intersection Saxonburg Blvd. and McClure Road - catch basin(s) need cleaned and maintained on a regular basis

Russellton Dorseyville Road - Penn DOT completed drainage on this road a few years ago which assisted in removing some of the water runoff, however, in the vicinity of Deerton Road, the runoff is extreme causing major ice buildups at this location causing hazardous conditions

Little Deer Creek Valley Road - erosion concerns north of 362 Little Deer Creek Road

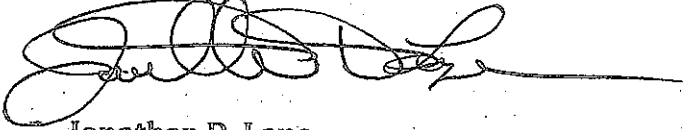
Little Deer Creek Valley Road - catch basins need cleaned and maintained from Benjamin Street up to Millerstown Culmerville Road

Page 2

Route 908 Extension (SR 1030) - per your correspondence of October 23, 2015, the 40 MPH speed signs were never posted from the intersection of Little Deer Creek Road to Beacom Road, see attached correspondence

These issues have been occurring for some time now and we hope that your department can take the necessary measures to remedy the problems.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan D. Lape", with a long horizontal line extending to the right.

Jonathan D. Lape
Chief of Police

JDL/PT

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

6-08)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

October 23, 2015

RECEIVED
NOV -4 2015
WEST DEER TOWNSHIP
POLICE

RECEIVED
NOV -4 2015
WEST DEER TOWNSHIP
POLICE

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

RE: Allegheny County
Township of West Deer
S.R. 1030 (Route 908 Extension/Millerstown Road)
Request for Speed Limit Information

Dear Chief Lape:

Thank you for your October 16, 2015 letter inquiring about the proper speed limit posting on S.R. 1030 (Route 908 Extension/Millerstown Road) in the Township of West Deer, Allegheny County.

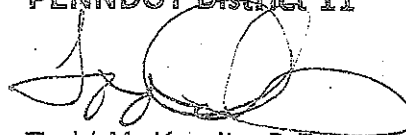
The Department's records indicate that the speed limit permit on S.R. 1030 (Route 908 Extension/Millerstown Road) is the following:

- 40 mph from Segment 0004/Offset 0000 – Segment 0020/Offset 0000
- 35 mph from Segment 0020/Offset 0000 – Segment 0050/Offset 2305

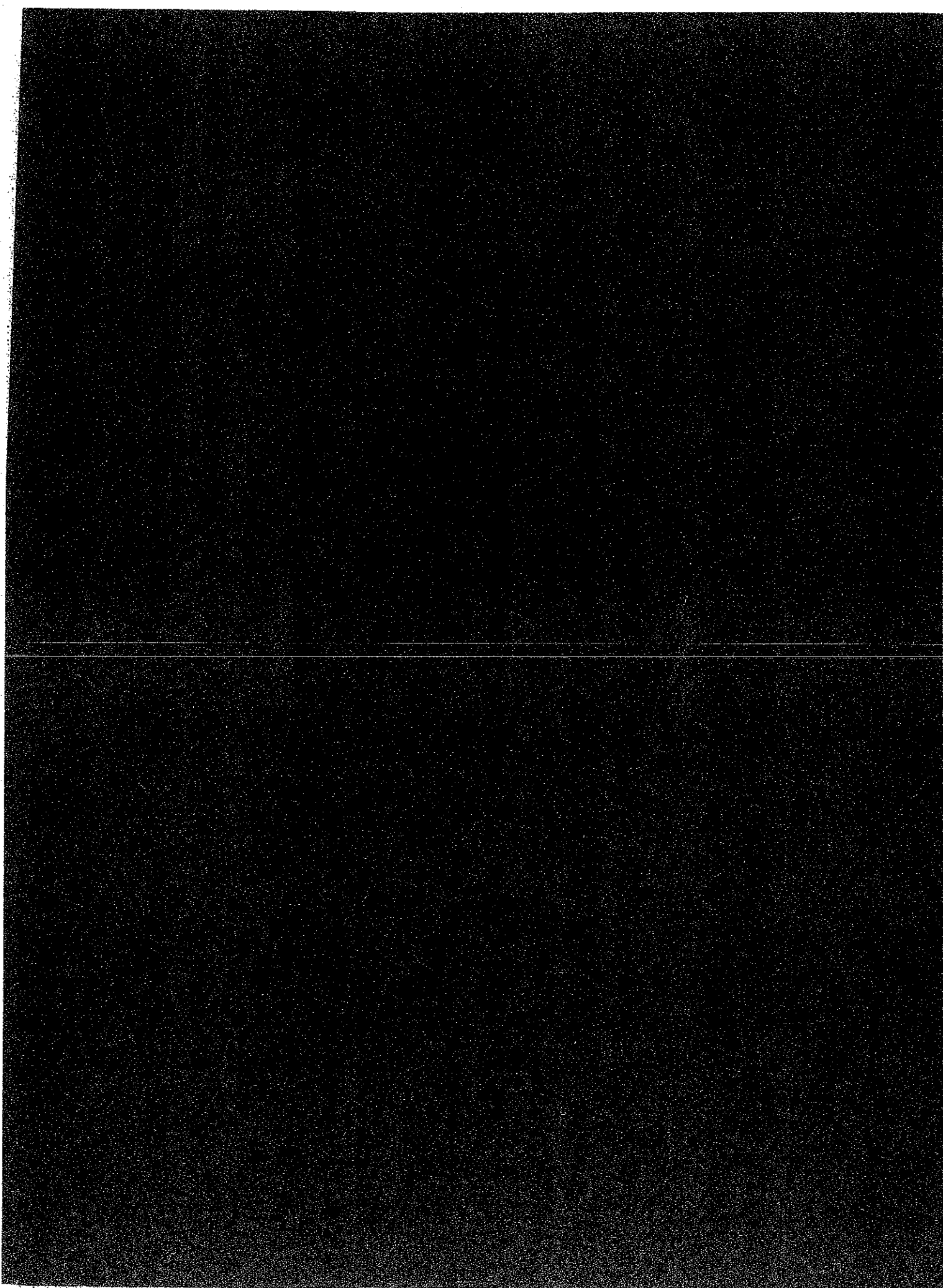
The 40 mph speed limit on S.R. 1030 is from the intersection with S.R. 1015 (Little Deer Creek Road) to approximately the intersection with Beacom Road. From Beacom Road north to Bull Creek Road, the Speed Limit Permit is 35 mph. PennDOT will review the existing 40 mph speed limit signs and we will install the necessary additional signs as soon as scheduling permits. The Township of West Deer is responsible for installing and maintaining the signs on the section of road with a 35 mph speed limit.

Your interest in our transportation system in Allegheny County is appreciated. Should you have any questions regarding this matter or require additional information, please contact Mrs. Kathryn Power, P.E., District Safety Manager at (412) 429-4966.

Sincerely,
PENNDOT District 11



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



BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER'S REPORT


MR. PAYNE.....

9

Code Enforcement

March 31, 2017

1. Issued 15 Occupancy Permits
2. Issued 16 Building Permits
3. Performed 41 site inspections
4. Planning commission recommended approval of McIntyre Heights PRD, Greystone Field's site plan, and the holding tank at 997 Deer Creek Road. These items will be discussed further later in the meeting.
5. No Zoning hearing board meeting was held.



William Payne
Code Enforcement Officer

West Deer Township
109 East Union Road
Cheswick, PA 15024

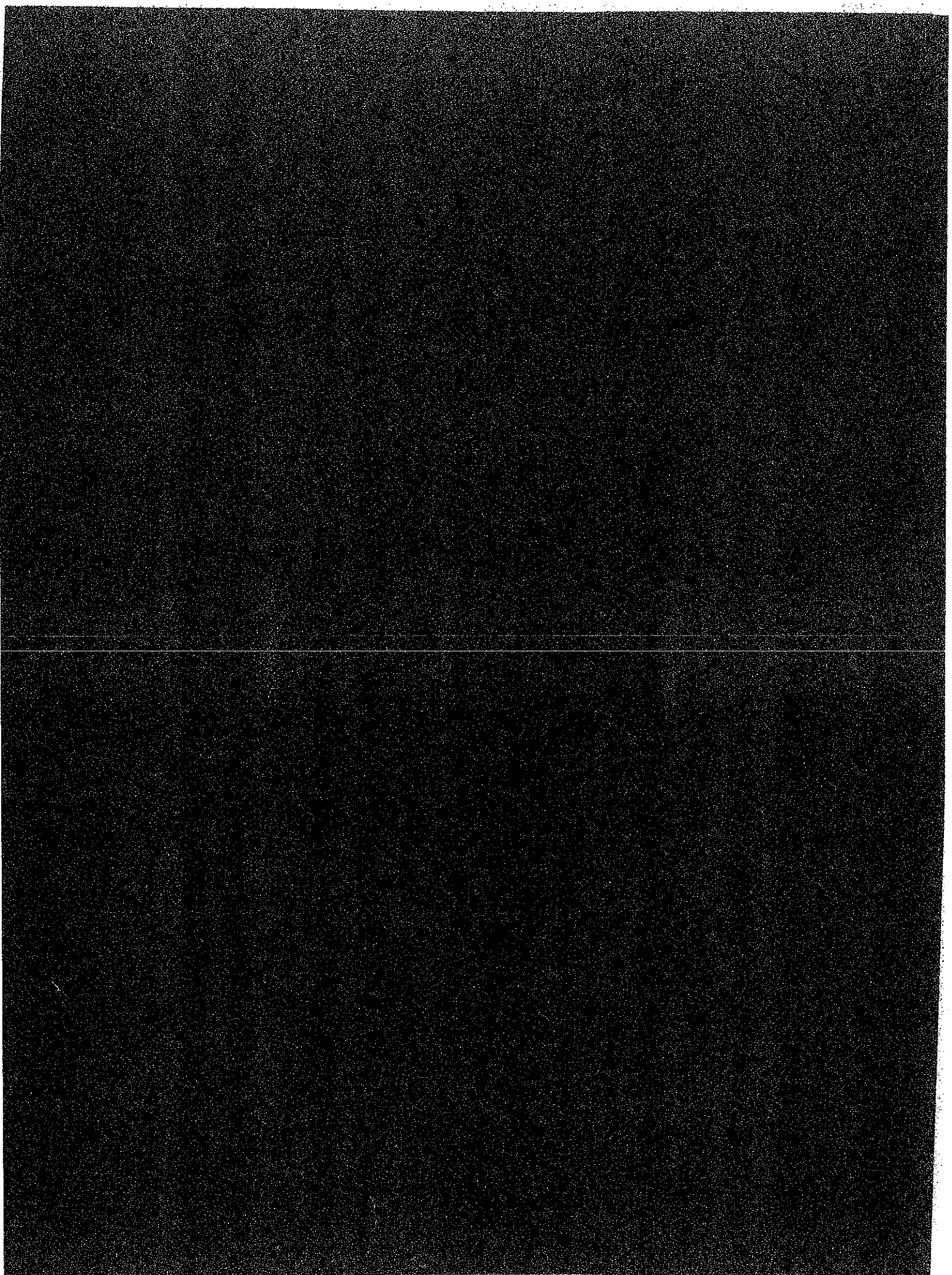
WD Permit Report
From 03/01/2017 To 04/01/2017

Building Permit Report

Permit Date	Permit Number	Permit Type	Parcel Owner	Legal Address	Parcel ID	Cost of Construction	Fee Collected
3/30/2017	P16-078	Single Family Dwelling	EDWARD & ELIZABETH GRZYWNA	323 RIDGE VIEW CT.	1214-A-101	\$256,200.00	\$1,384.00
3/1/2017	P17-019	Deck	Ronald Grosick	1184 EISENHOWER DR	1218-L-51	\$9,843.00	\$65.00
3/2/2017	P17-020	Single Family Dwelling	Anthony Corcoran	4073 SANDY HILL RD	2382-R-326	\$155,000.00	\$655.80
3/3/2017	P17-021	Accessory Structure	DENNIS R & CAROL A SCANLON	319 QUAIL RIDGE CT	1356-S-146	\$6,800.00	\$50.00
3/6/2017	P17-022	Demolition	Eric & Katelyn Nicely	381 KAUFMAN RD	1837-M-348		\$40.00
3/7/2017	P17-023	Grading	ROBERT HAILS	601 STATE RTE 908 EXT	1513-E-305	\$600	\$50.00
3/7/2017	P17-024	Single Family Dwelling	PATRICK SHEPARD	48 QUIGLEY RD	1359-M-287	\$200,000.00	\$459.00
3/10/2017	P17-025	Accessory Structure	FRED & SANDRA HAPPE	⁹⁴ 156 LIBERTY ST	1838-P-138	\$200.00	\$5.00
3/13/2017	P17-026	Deck	BLUE SKY PROPERTIES LLC	3 PARK DR	1511-P-319	\$2,000.00	\$25.00
3/15/2017	P17-027	Other	TRIB REAL ESTATE CO.	202 FALCON LANE	1219-H-101	\$260,000.00	\$200.00
3/15/2017	P17-028	In Ground Pool	Shoff Farms H.O.A	113 LEX LANE	1214-A-100	\$40,000.00	\$64.00
3/17/2017	P17-029	Accessory Structure	TODD A & NANCY EICHENAUER	125 REAGHARD DR	1511-J-267	\$4,700.00	\$40.00
3/23/2017	P17-030	Deck	ELLIOTT & COURTNEY ROBINSON	4760 BAYFIELD RD	1214-N-148	\$6,000.00	\$45.00
3/29/2017	P17-031	Accessory Structure	TOWNSHIP OF WEST DEER	50 MAPLE AVE	1669-P-238		\$0.00
3/29/2017	P17-032	Accessory Structure	MELISSA M SCHMITZER	122 DONALDSON RD	2009-A-20		\$30.00
3/31/2017	P17-033	Accessory Structure	COLE & AMY MORETTI	358 DEER CREEK VALLEY RD	2013-R-033	\$20,000.00	\$115.00
Total:						\$961,343.00	\$3,227.80

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

DATE	PERMIT	LOT/BLDG	APPLICANT NAME	STREET ADDRESS	USE	NEW CONSTRUCTION
3/7/2017	O17-034	1838-N-184	JAMES & GENNA MAURO	229 SHOAF ST	Single Family Home	No
3/8/2017	O17-035	1507-H-266	OLIVIA ROBERTSON	4502 DAWN RD	Single Family Home	No
3/8/2017	O17-035	1508-S-220	Spedd, Inc.	50 OAK RD	Business	No
3/13/2017	O17-036	1511-E-346	JOSEPH & KRISTI MARTEUSZ	448 WEST STARZ RD	Single Family Home	No
3/13/2017	O17-037	1507-L-210	MARCO DEVELOPMENT MANAGEMENT, LLC	4358 GIBSONIA RD	Business	No
3/15/2017	O17-038	1360-H-379	ELIZABETH DIETRICH	210 East Union Road	Single Family Home	Yes
3/15/2017	O17-039	1669-S-021	JOEL & CAROL CATANZARO	103 OAKWOOD CIR	Single Family Home	No
3/16/2017	O17-040	1361-J-249	DAVID HAGMAIER	23 DEER PARK DR	Single Family Home	No
3/20/2017	O17-041	2195-J-024	CRAIG PLOTNICK / JENNIFER VANDERVELD	4772 BAKERSTOWN CULME	Single Family Home	No
3/20/2017	O17-042	2014-M-396	TAYLER HAAS	187 MILLERSTOWN CULMERVILLE RD	Single Family Home	No
3/21/2017	O17-043	1838-R-314	DENISE LONG	208 POLLOCK ST	Single Family Home	No
3/21/2017	O17-044	1508-A-51	RONALD & EILEEN JONES	256 HYTYRE FARMS DR	Duplex/Carriage House	No
3/27/2017	O17-045	1357-F-140	DANIEL & KAREN KLEMMENSEN	140 STEEPLECHASE	Quad	No
3/29/2017	O17-046	1839-E-302	SARAH BERGMAN	164 TARENTUM CULMERVILLE	Single Family Home	No
3/31/2017	O17-047	1669-S-37	DAN RYAN BUILDERS	893 Ashley Road	Single Family Home	Yes
Total Fees Collected by Month						
March - \$325.00						
Total Fees Collected						
Grand Total - \$325.00						



REPORT FROM THE PARKS AND RECREATION BOARD

MRS. JORDAN.....

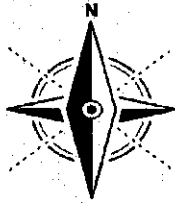
10

ENGINEER'S REPORT

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

MR. SHOUP.....

11



SHOUP ENGINEERING
FOR OVER 50 YEARS

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

MARCH 2017 ENGINEER'S REPORT
WEST DEER TOWNSHIP
Prepared April 14, 2017

VIA EMAIL

1. MEETING ATTENDANCE

Shoup Engineering attended and participated in the following meeting:

- Board of Supervisors Meeting – March 15, 2017
- Planning Commission – March 23, 2017

2. DEVELOPMENTS/PROJECTS

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

- 2017 Road Improvement Project – Contracts have been executed with Shields Asphalt Paving and Youngblood Paving. Shields Asphalt commenced milling operations on April 13, 2017 and will commence paving work during the week of April 17, 2017.
- Nike Site Closure/Shoring Project – A contract has been executed with DeFrank Development for this project and work is expected to begin soon.
- Benjamin Street Bridge Deck Replacement Project – An update will be provided at the Board of Supervisors meeting as to the schedule for this work.
- Senior Center Wall – Tim Broge will be performing the work on the Senior Center entrance wall soon.

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

- McIntyre Heights PRD - Reviews of this preliminary PRD Plan were performed and review letters were issued to the Township on February 23, 2017 and March 23, 2017.
- Greystone Fields – A review of this land development plan was performed and a review letter was issued to the Township on March 23, 2017.

Respectfully Submitted,

SHOUP ENGINEERING, INC.

Scott A. Shoup, P.E.
Township Engineer

GREYSTONE FIELDS – BARN VENUE SITE PLAN

THE PLANNING COMMISSION APPROVED THE GREYSTONE FIELDS – BARN VENUE SITE PLAN AT THEIR MARCH 23, 2017 MEETING.

THE SITE PLAN IS TO CONVERT A POLE BARN INTO A SEASONAL VENUE FOR INFORMAL EVENTS LOCATED AT 4085 SANDY HILL ROAD IN THE R – RURAL ESTATE ZONING DISTRICT.

THE PLANNING COMMISSION RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS:

1. Only one event, either at the “barn” or Greystone Fields.
2. This project is conditionally recommended for approval subject to review annually, if warranted, by the Township Zoning Officer.
3. Subject to formal written response to Shoup Engineering review letter dated March 23, 2017 (attached).

REVIEW LETTER FROM SHOUP ENGINEERING DATED APRIL 14, 2017 IS ATTACHED INDICATING HIS MARCH 23, 2017 REVIEW LETTER HAS BEEN ADEQUATELY ADDRESSED..

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE GREYSTONE FIELDS – BARN VENUE SITE PLAN AS PER THE PLANNING COMMISSION’S RECOMMENDATION WITH THE ABOVE LISTED CONDITIONS.

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

12



SHOUP ENGINEERING
FOR OVER 50 YEARS

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

Mr. Bill Payne
West Deer Township
109 East Union Road
Cheswick, PA 15024

Via email

Re: Greystone Fields - Barn Venue
Land Development Plan (Plans dated March 7 and March 14, 2017)

Dear Mr. Payne,

I have reviewed the above referenced land development plan located in the R Zoning District and have found that the comments contained in my March 23, 2017 review letter have been adequately addressed. I have no additional comments concerning the plan.

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

Sincerely,

SHOUP ENGINEERING INC.

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

cc: Daniel Mator, via email
Adam Alexandrunas, via email



West Deer Township Planning Commission
Meeting Report for March 23, 2017

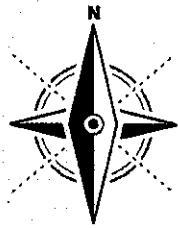
Project Name: Greystone Fields Seasonal Venue

Property Location: 4085 Sandy Hill Road
Zoned: R (Rural Estate)

Seeking approval for converting a pole barn into a seasonal venue for informal events.

Planning Commission voted to **RECOMMEND APPROVAL** with the following conditions:

1. Only one event, either at the "barn" or Greystone Fields.
2. This project is conditionally recommended for approval subject to review annually, if warranted, by the Township Zoning Officer.
3. Subject to formal written response to Shoup Engineering review letter dated March 23, 2017.



SHOUP ENGINEERING
FOR OVER 50 YEARS

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

March 23, 2017

Mr. Bill Payne
West Deer Township
109 East Union Road
Cheswick, PA 15024

Via email

Re: Graystone Fields - Barn Venue
Land Development Plan (Plans dated March 7 and March 14, 2017)

Dear Mr. Payne,

I have reviewed the above referenced land development plans located in the R Zoning District and the following comments should be considered:

1. Drawing sheet C-1 shows coverage of exterior lighting. Is this existing or proposed lighting? Is any new outdoor lighting proposed? If any lighting is proposed, the location, fixture type and height should be provided.
2. The uses of the other four existing structures should be identified.
3. Drawing sheet C-2 shows various tree and landscaping features. Are these existing or proposed? The types of trees and landscaping, whether existing or proposed should be identified on this drawing sheet.

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

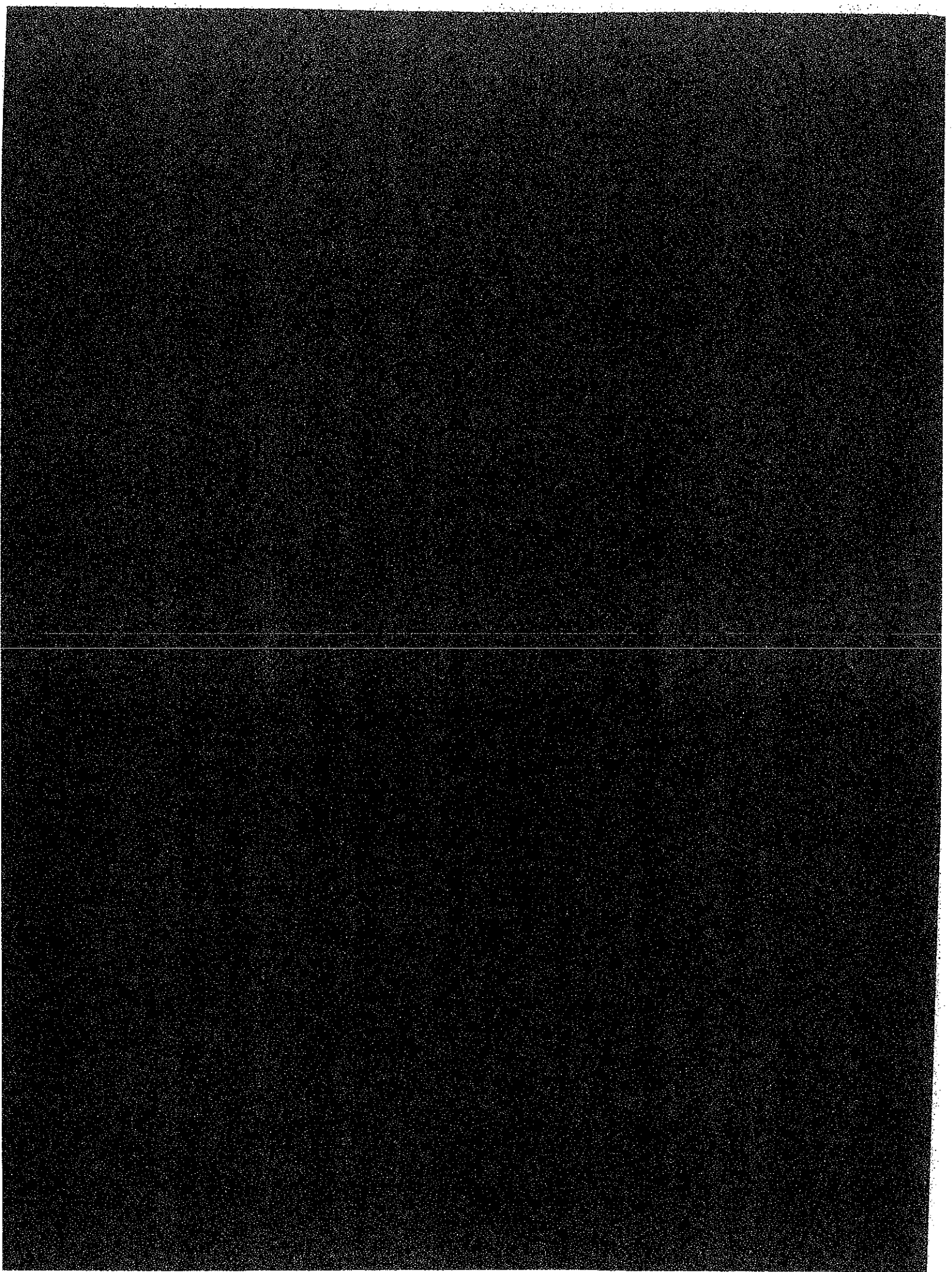
Sincerely,

SHOUP ENGINEERING INC.

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

Enclosure(s)

cc: Daniel Mator, via email
Alex Arundrunas, via email



PLAN REVIEW: FORBES PLANNING MODULE

THE TOWNSHIP RECEIVED THE DEP PLANNING MODULE / TRANSMITTAL LETTER FOR REVIEW FOR THE FORBES HOLDING TANK APPLICATION. THE APPLICANT IS SEEKING APPROVAL FROM DEP FOR THE SEWAGE FACILITIES PLANNING MODULE FOR TWO (2) 2,000 GALLON HOLDING TANKS TO SERVE A PROPOSED RENOVATED BARN TO BE USED FOR SPECIAL EVENTS LOCATED AT 997 DEER CREEK ROAD, GIBSONIA, PA 15044. R-RURAL ESTATE ZONING DISTRICT.

THE PLANNING COMMISSION REVIEWED THE APPLICATION AT THEIR MARCH 23, 2017 MEETING AND APPROVED THE COMPONENT 4A SEWAGE FACILITIES PLANNING MODULE WITH THE CONDITION THAT A COPY OF THE ANNUAL LAB ANALYSIS REPORT BE PROVIDED TO THE TOWNSHIP.

ATTACHED IS THE LETTER FROM MR. SHOUP DATED APRIL 14, 2017 INDICATING THE PLANNING MODULE APPLICATION HAS BEEN REVIEWED AND HAS BEEN FOUND TO BE COMPLETE.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE FORBES HOLDING TANK APPLICATION.

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

13



**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEP USE ONLY				
DEP CODE #	APS ID #	CLIENT ID #	SITE ID #	AUTH. ID #

TO: Pennsylvania DEP
Approving Agency (DEP or delegated local agency)

Date 2-21-2017

400 WATERFRONT DRIVE
PITTSBURGH, PA 15222

Dear Sir:

Attached please find a completed Sewage Facilities Planning Module prepared by Advanced Treatment, Inc.

Consultant

for Brandon Forbes

(Name)

(Title)

(Name)

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

Allegheny County

County.

(City, Borough, Township)

Check one

- (i) The Planning Module, as prepared and submitted by the applicant, is approved by the municipality as a proposed revision supplement for new land development to its "Official Sewage Facilities Plan", and is adopted for submission to the Department of Environmental Protection transmitted to the delegated local agency for approval in accordance with the requirements of Chapter 71 and the Sewage Facilities Act, OR
- (ii) The Planning Module will not be approved by the municipality as a proposed revision or supplement for new land development to its "Official Sewage Facilities Plan" because the project described therein is unacceptable for the reason(s) checked below.

Check Boxes

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

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

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

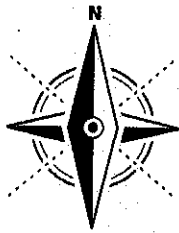
Daniel J. Mator, Jr.

Municipal Secretary (print)

Signature

Date

Note: Please remove and recycle the Instructions portion of the Sewage Facilities Planning Module prior to mailing the appropriate completed components and supporting documents to the approving agency.



SHOUP ENGINEERING
FOR OVER 50 YEARS

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

April 14, 2017

Mr. Bill Payne
West Deer Township
109 East Union Road
Cheswick, PA 15024

Via email

Re: Forbes Property (Starling Hall)
Sewage Facilities Planning Module

Dear Mr. Payne,

Brandon and Ariel Forbes have submitted a Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module to the Township for the above referenced project. The planning module proposes the use of 4,000 gallon holding tanks to service the project. Areas on the property have also been approved for on-lot sewage disposal systems which can serve as a backup or replacement of the holding tanks.

The planning module application has been reviewed and has been found to be complete. The Board of Supervisors will need to approve the planning module if that is their desire.

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

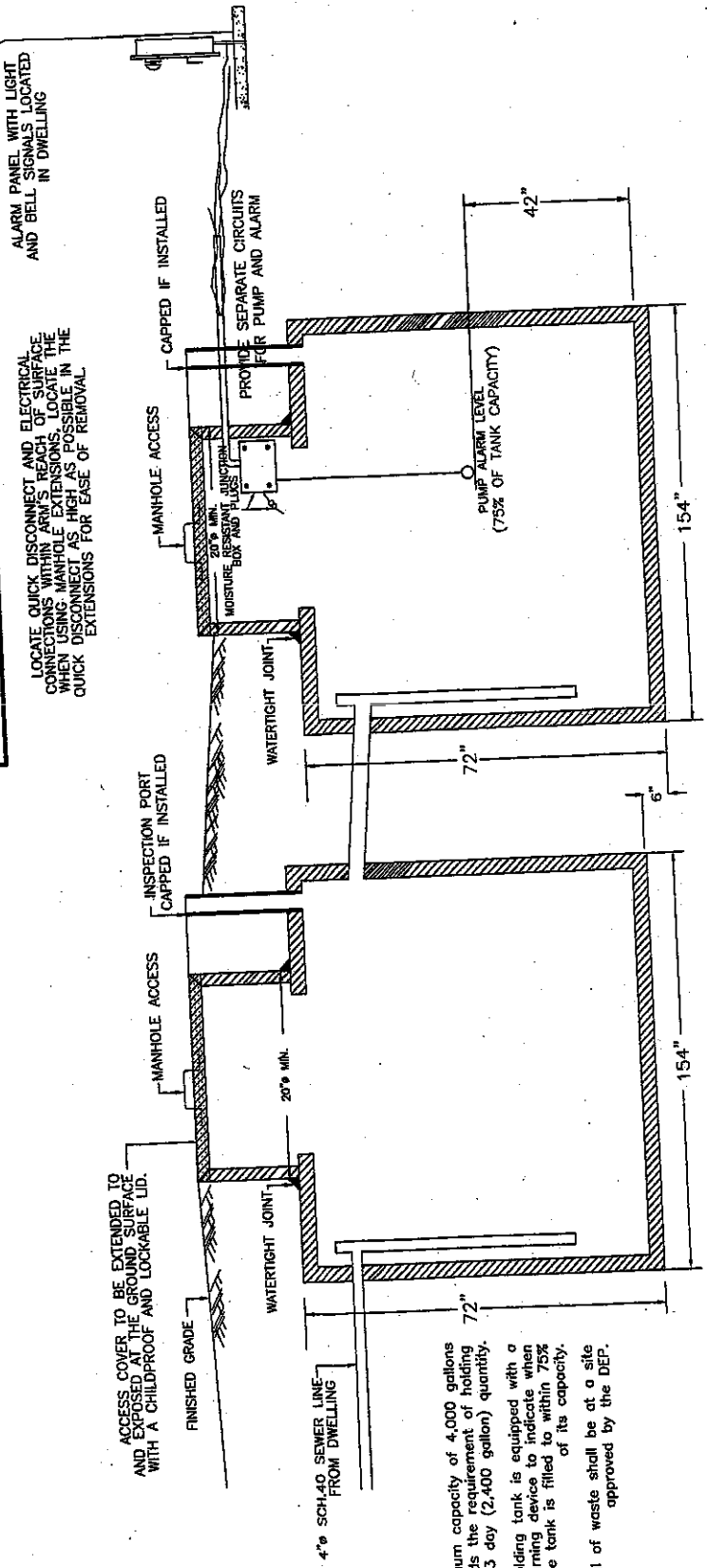
Sincerely,

SHOUP ENGINEERING INC.

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

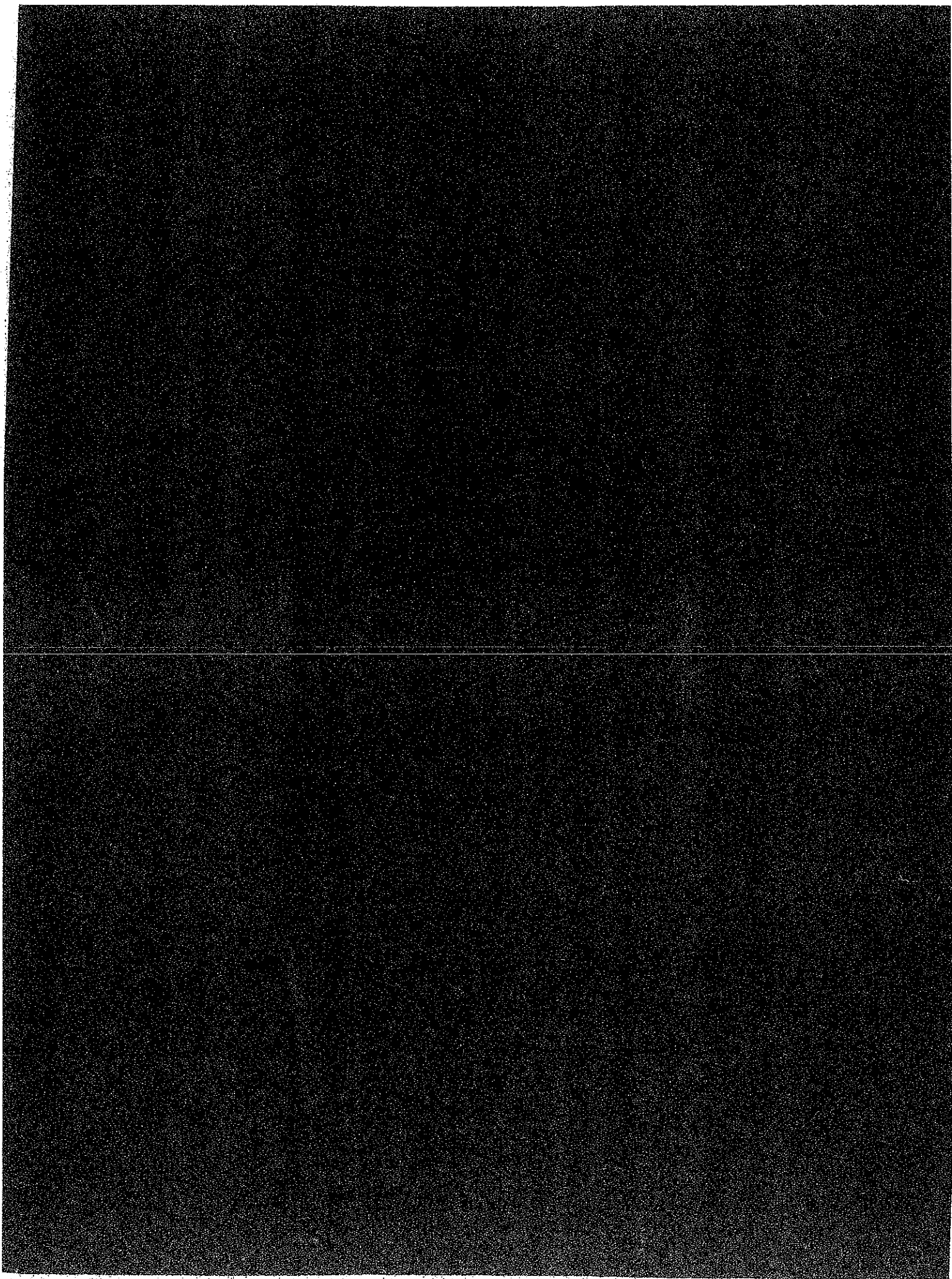
cc: Daniel Mator, via email

THE PROPERTY OWNER AND DEVELOPER BY ACCEPTING AND/OR CONSTRUCTING THIS SYSTEM INDEMNIFY AND HOLD HARMLESS ADVANCED TREATMENT, INC. FROM ANY LIABILITY RESULTING FROM ACTIVITIES COVERED BY INSTALLATION AND OPERATION OF THIS SYSTEM. ANY ADDITIONAL MODIFICATIONS OR ADDITIONAL EQUIPMENT THAT MAY BE NEEDED IS THE RESPONSIBILITY OF THE OWNER OF THE SYSTEM.



Minimum capacity of 4,000 gallons exceeds the requirement of holding a 3 day (2,400 gallon) quantity. The holding tank is equipped with a warning device to indicate when the tank is filled to within 75% of its capacity. Disposal of waste shall be at a site approved by the DEP.

4,000 GALLON HOLDING TANKS - TYPICAL INSTALLATION



ORDINANCE NO. 417 – ADVERTISING AND BIDDING ORDINANCE

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER REPEALING AND REPLACING ORDINANCE NO. 135 AND ORDINANCE NO. 305 – AS CODIFIED IN CHAPTER 14 OF THE CODE OF THE TOWNSHIP OF WEST DEER – WHICH ESTABLISHES A SYSTEM OF COMPETITIVE BIDDING PURSUANT TO ARTICLE XII, SECTION C-1163 OF THE TOWNSHIP HOME RULE CHARTER.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT ORDINANCE NO. 417 REPEALING AND REPLACING ORDINANCE NO. 135 AND ORDINANCE NO. 305 – AS CODIFIED IN CHAPTER 14 OF THE CODE OF THE TOWNSHIP.

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

14

OFFICIAL

WEST DEER TOWNSHIP
County of Allegheny
Commonwealth of Pennsylvania

ORDINANCE NO. 417

AN ORDINANCE OF THE TOWNSHIP OF WEST DEER REPEALING AND REPLACING ORDINANCE NO. 135 AND ORDINANCE NO. 305 – AS CODIFIED IN CHAPTER 14 OF THE CODE OF THE TOWNSHIP OF WEST DEER – WHICH ESTABLISHES A SYSTEM OF COMPETITIVE BIDDING PURSUANT TO ARTICLE XII, SECTION C-1163 OF THE TOWNSHIP HOME RULE CHARTER.

NOW, THEREFORE BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of West Deer, County of Allegheny, Commonwealth of Pennsylvania as follows:

§ 14-1. Purpose and Function

1. Purpose

The purpose of this Chapter shall be to establish a system of competitive bidding for the purchase of products, goods, and services in accordance with the Home Rule Charter of the Township of West Deer.

2. Objectives

The system of competitive bidding set forth herein is intended to achieve the following:

- a. Procurement of the highest quality supplies, materials, equipment and contractual services at the least amount of cost to the residents.
- b. Encouragement of open, competitive pricing.
- c. Encouragement of savings through bulk or quantity purchasing.
- d. Maintenance of lists of vendors and contractors.
- e. Assurance of vendor and contractor compliance with municipal specifications and contract terms and provisions.
- f. Administration of a system of stocking or warehousing of materials and supplies for day-to-day use.
- g. Encouragement of the purchase of goods made in West Deer Township, Pennsylvania, and/or the United States of America.

§ 14-2. Competitive Bidding

Except as otherwise set forth in Section C-1164 of the Home Rule Charter of the Township of West Deer, competitive bidding shall be required for all contracts for products, goods, and services in accordance with the following procedures and terms.

1. Contracts in Excess of the Base Amount

For contracts and purchases in an amount in excess of the base amount specified under 53 P.S. §68102(a) of the Second Class Township Code (as amended), the following shall apply:

- a. The Township Manager shall advertise and publish a notice for bids at least one time in at least one newspaper of general circulation in the Township. The advertisement shall be published not more than forty-five days – and no less than ten days – prior to the date of the opening of bids; provided, however, the advertisement may be published less than ten days prior to the date of the opening of bids where an expedited process is believed to be beneficial to the Township and such period is approved by the Board of Supervisors. The published notice for bids shall: contain full plans and specifications of the products, goods, or services to be purchased (or refer to the places where copies may be obtained); state the amount of any bond requirements; and state the date, time, and place of any meeting at which the Board of Supervisors – or an individual or committee appointed by the Board of Supervisors – will open and read the respective bids.
- b. The Township Manager shall announce the Township's notice for bids on the West Deer Township website not more than forty-five days prior to the date of the opening of bids. The announcement shall include the information set forth in the advertisement required above in §14-2(1)(a). Said website shall be generally operational and accessible to the public and to all interested bidders from the first posting until the deadline for submission of bids.
- c. At the discretion of the Township Manager, additional notice may be given in any publication or journal devoted to the dissemination of information about the products, goods, or services being sought by the Township.
- d. The Township Manager may further solicit bids from prospective bidders by mailing, delivering, or electronically transmitting copies of the specifications and forms and/or any other information which will acquaint them with the proposed purchase or contract.

2. Contracts Under the Base Amount

For contracts and purchases in an amount in excess of \$1,000.00 but less than the base amount specified in 53 P.S. §68102(a) of the Second Class Township Code (as amended), the following shall apply:

- a. The Township Manager shall request written or telephonic bids and/or price quotations from at least three qualified and responsible contractors.
- b. The Township Manager may, at his discretion, announce the Township's desire to receive bids on the West Deer Township website not more than forty-five days prior to the award of the contract. This announcement shall include a general description of the products, goods, or services to be purchased, a statement as to where the specifications and/or other information may be secured, and the dates, time, and place for submission of the bids. Said website shall be generally operational and accessible to the public and all interested bidders from the first posting until the deadline for submission of bids.
- c. At the discretion of the Township Manager, additional notice may be given in any publication or journal devoted to the dissemination of information about the products, goods, or services being sought by the Township.
- d. The Township Manager may further solicit bids from prospective bidders by mailing, delivering, or electronically transmitting copies of the specifications and forms and/or any other information which will acquaint them with the proposed purchase or contract.
- e. The Board of Supervisors may award a contract to the best responsible bidder notwithstanding the Township Manager's inability to obtain a total of three written or telephonic price quotations or bids, provided the Township Manager contacted and requested a price quotation or bid from a minimum of three responsible contractors.
- f. The Township Manager shall keep a written record of all qualified and responsible contractors contacted for price quotations or bids under this Section for a period prescribed by the Commonwealth of Pennsylvania General Records Retention and Disposition Schedule.

3. Specifications for Bidders

When bids are sought for the erection, construction, or alteration of any public building or facility, the Manager may – upon approval of the Board of Supervisors – have separate specifications prepared for any of the phases, parts, sections, or

internal or external systems of the work. When this occurs, separate bids may be required for each of those parts of the work, and the contract may be awarded to each of the best responsible bidders for each part and on a lowest total price basis.

4. Bid Security

When it is deemed necessary by the Board of Supervisors to protect the interests of the Township, bid security shall be required in an amount to be determined by the Board of Supervisors upon recommendation of the Township Manager. The amount of bid security required shall be set forth in the bid specifications. Bid security may be in the form of a certified check, cashier's check, or bid bond. If a bid bond is submitted, it must be in a form approved by the Township Manager.

5. Submission, Acceptance, and Opening of Bids

- a. All bids submitted must be received by the Township by the date and time and at the address specified in the public notice and/or advertisement. Any bids received after the stated time shall not be accepted.
- b. Sealed bids shall be sealed, shall be identified by their specific bids on the envelope, shall be submitted at the place of opening no later than the time stated in the public notice inviting bids, and shall be opened by the Township Manager or his or her designee in public at the time and place stated in the public notice. The Township will maintain the confidentiality of these bids until the date and time of the bid opening.

6. Award of Contracts

- a. Contract awards by the Board of Supervisors shall be made at an advertised public meeting.
- b. The following shall apply to the Board of Supervisor's award of contracts:
 - i. Awards shall be made to the best responsible bidder. In determining the best responsible bidder, the Board of Supervisors shall have the right – in addition to the amount of the bid – to take into consideration such other factors as:
 1. Delivery date
 2. Quality of prior performance
 3. Length of warranty
 4. Experience and/or technical expertise
 5. Financial condition of the bidder
 6. Such other factors as may be permitted by law
 - ii. The Board of Supervisors shall have the authority to waive minor irregularities.

- iii. The Board of Supervisors shall have the authority to accept or reject any and/or all bids, or to hold all bids for sixty days or until the next regular Board of Supervisors meeting.
- iv. If two or more of the bids received are for the same total dollar amount – and all other material factors such as quality, delivery date, etc. are equal – the Township Manager may break ties by requesting each of the equal low bidders to submit, in writing, their lowest and final bid. Said tiebreaking bids shall be opened and read in public, and each of the bidders shall be informed of the time and place of the opening. If the bids are still tied, either bidder may be chosen by the Board of Supervisors at their discretion.
- v. A tabulation of bids shall be made available for public inspection.

7. Disposition of Bid Deposits

- a. The Township shall return to the unsuccessful bidders any bid deposits submitted by them.
- b. A successful bidder shall forfeit any deposit made upon failure on their part to enter into a written contract with the Township within twenty calendar days after the awarding of the contract, unless an extended time is authorized, in writing, by the Township Manager.

8. Piecemeal Contracts and Purchases Restricted

It shall be prohibited for any officer or employee of the Township to purposely evade use of the procedures for competitive bidding by making a series of purchases or contracts, each under the minimum stated thresholds, or by making several simultaneous purchases or contracts, each below that minimum amount.

9. Performance Bonds

- a. To protect the interests of the Township, a performance bond – which shall be not less than 10% nor more than 100% of the contract amount – shall be required from the successful bidder before entering into a construction contract. The amount of the bond shall be stated in the bid specifications.
- b. The Township Manager shall establish the percent of the contract price required in the performance bond for purchase of materials, supplies and equipment. If the performance bond is not furnished within twenty days after the award of the contract, the award shall be void. Deliveries, accomplishments, and guarantees may be required in all cases of expenditure.

10. Bonds for the Protection of Labor and Materials

Any person entering into a contract with the Township for the construction, erection, installation, completion, alteration, or repair of or alteration to any public work or improvement whatsoever shall, before commencing work under the contract, execute and deliver to the Township, in addition to the performance bond, an additional bond in a sum not less than 50% and not more than 100%. This determination shall be prescribed by the Township Manager and conditioned for the prompt payment of all material furnished and labor supplied, or performed, in the prosecution of the work, whether or not the material or labor entered into becomes component parts of the work or improvement contemplated. This additional bond shall be deposited with and held by the Township for the use of any interested party. This bond shall provide that every person who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work and who has not been paid for it may sue in assumpsit on this additional bond, for his use, and prosecute the suit to final judgment for whatever sum may be justly due him, and have execution thereof. The Township shall not be liable for the payment of any costs or expenses of any suit.

11. Workers' Compensation

Every contract entered into by the Township which involves the construction or doing of any work involving the employment of labor shall contain a provision that the contractor shall accept, insofar as the work covered by that contract is concerned, the provisions of the Workers' Compensation Act of 1915, and its supplements and amendments, and that the contractor will insure his liability under that act or file with the Township a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Pennsylvania Department of Labor and Industry. Any contract executed in violation of this section shall be null and void.

12. Discrimination Prohibited

Any contract entered into by the Township for the construction, alteration, or repair of any public building or public work may contain provisions by which the contractor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract under it, no contractor or subcontractor and no person acting on behalf of the contractor or subcontractor shall, by reason of race, creed, sex, or color, discriminate against any person who is qualified and available to perform the work to which the employment relates. Violations of this provision by the contractor will constitute grounds for terminating the contract.

13. Competitive Electronic Auction Bidding

- a. Notwithstanding any other provision of this Section regarding the requirements for competitive bidding for purchases and contracts, if the Township determines that use of competitive electronic auction bidding is

in the Township's best interest, a contract for supplies and services – but not for construction or design professional services – may be entered into by competitive electronic auction bidding.

- b. An invitation for bids shall be issued and shall include a procurement description and all contractual terms, whenever practical, and conditions applicable to the procurement, including a notice that bids will be received in an electronic auction manner.
- c. Public notice and advertisement of the invitation for bids shall be given in the same manner as provided in §14-2(1) or other governing law.
- d. Bids shall be accepted electronically at the time and in the manner designated in the invitation for bids. During the auction, each bidder shall have the capability to view his/her bid rank or the low bid price. Bidders may reduce their bid prices during the auction. At the conclusion of the auction, the record of the bid prices received and the name of each bidder shall be open to public inspection.
- e. Contract awards by the Board of Supervisors shall be made at an advertised public meeting in the manner proscribed in §14-2(5).

§ 14-3. Emergency Purchases

In accordance with Section C-1164(5) of the Home Rule Charter of the Township of West Deer, in the event of an actual emergency and with notice being given to the Board of Supervisors, the Township Manager may directly purchase any products, goods, or services, of which the immediate procurement is essential to prevent that which might vitally affect the life, health, safety, and/or welfare of citizens.

After having made any emergency purchase as authorized by this section, the Township Manager shall record and file the emergency purchase, together with a report of the circumstances of the emergency.

§ 14-4. Cooperative Purchasing

In accordance with Section C-1164(6) of the Home Rule Charter of the Township of West Deer, the Township Manager, upon approval of the Board of Supervisors, shall have the authority to contract and/or join with other units of government, intergovernmental cooperatives, councils of governments, government purchasing associations, the commonwealth, or any other cooperative purchasing plan offering the benefits of cooperative purchasing to public entities when the best interests of the Township would be served.

§ 14-5. Effective date

All provisions of this ordinance and of the Code shall be in force and effect on and after 20 April 2017.

ORDAINED AND ENACTED this 19th day of April 2017.

ATTEST:

WEST DEER TOWNSHIP

Township Manager

Chairman of the Board of Supervisors

Approved as to Form:

Township Solicitor

DRAFT

CERTIFICATE

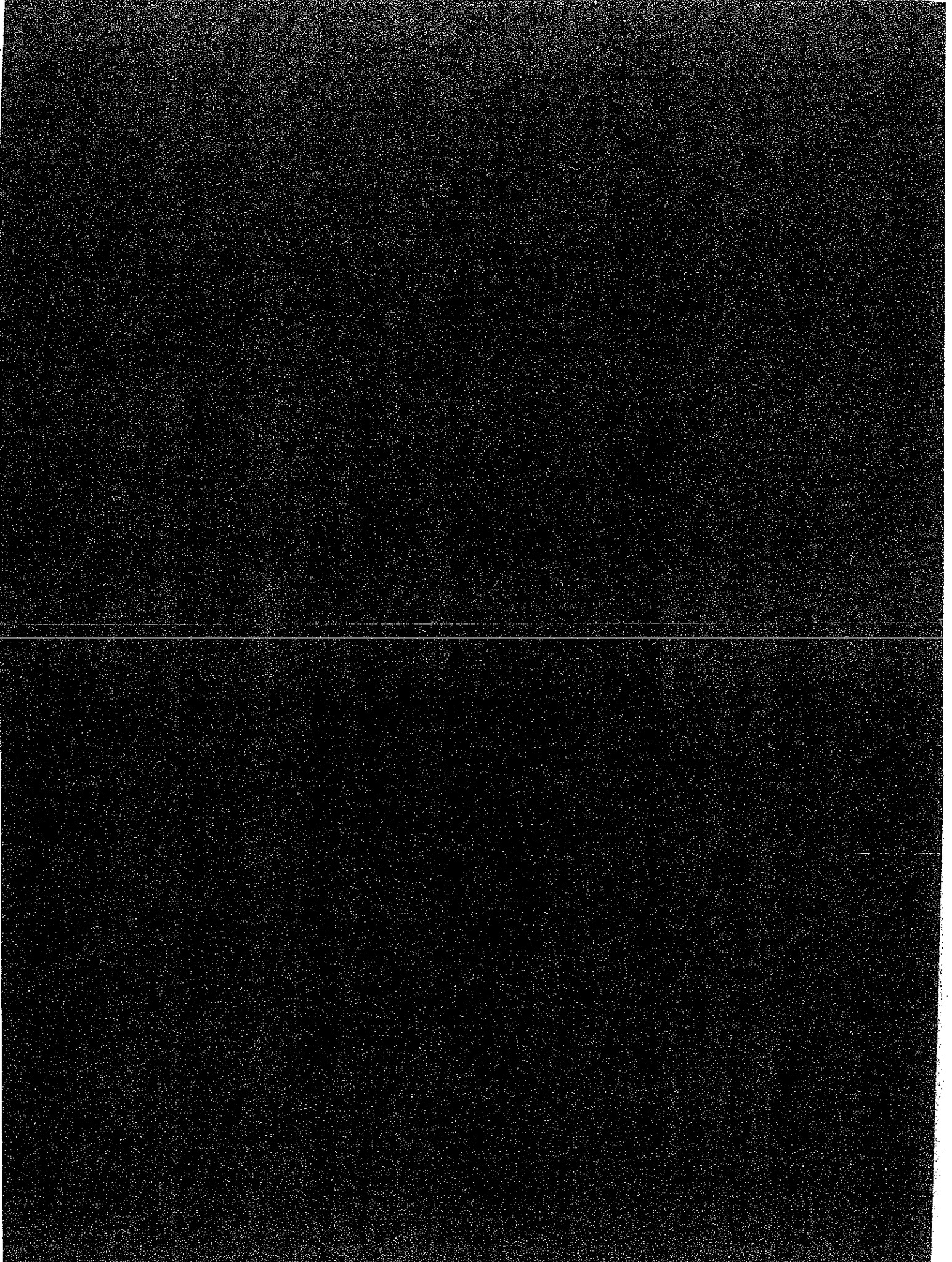
I, the undersigned, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted at a meeting of the Board of Supervisors of West Deer Township on 19 April 2017, and that at such meeting a quorum was present and acting throughout, after due notice to the members 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:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jeffrey D. Fleming, Chairman				
Richard W. DiSanti, Jr., Vice Chair				
Rick W. Florentine				
Leonard Guerre				
Shirley A. Hollibaugh				
Joyce A. Romig				
Gerry Vaerewyck				

WITNESS my hand and the seal of the Township on this 19th day of April 2017.

[SEAL]

By: _____
Daniel Mator
Township Manager



HIRE PART TIME POLICE OFFICER

THE BOARD RECEIVED THE ATTACHED MEMORANDUM FROM CHIEF LAPE RECOMMENDING THE HIRING OF THE FOLLOWING INDIVIDUAL FOR THE POSITION OF PART TIME POLICE OFFICER:

BRANDON KOZAR

BACKGROUND CHECK WAS PERFORMED AND HE IS A CURRENT PART TIME POLICE OFFICER WITH THE BOROUGH OF VERONA.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

AS PER THE RECOMMENDATION BY CHIEF LAPE, I MOVE TO HIRE BRANDON KOZAR AS A PART TIME POLICE OFFICER OF WEST DEER TOWNSHIP WITH THE CONDITION HE PROVIDES THE TOWNSHIP WITH A CURRENT PHYSIOLOGICAL EVALUATION REPORT AND A CURRENT CREDIT REPORT AS REQUIRED BY THE PENNSYLVANIA MUNICIPAL POLICE OFFICERS EDUCATION & TRAINING COMMISSION.

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

15

West Deer Twp. Police

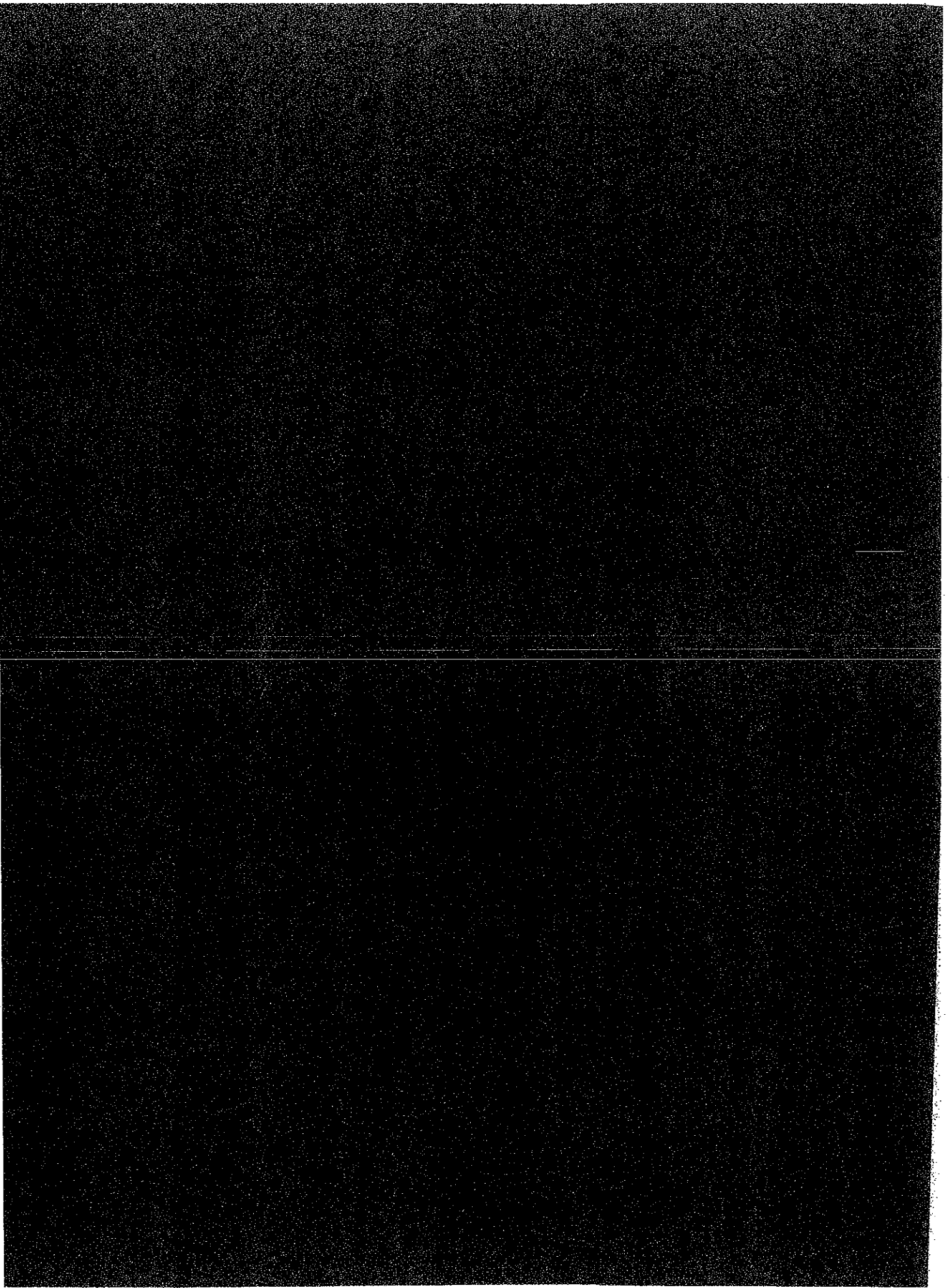
MEMO

To: Daniel Mator, Township Manager
From: Jonathan D. Lape, Chief of Police
Subject: Hiring of Part Time Police Officer
Date: April 13, 2017

Mr. Mator,

At the March 2017 meeting it was approved to advertise for the position of Part Time Police Officer. We received approximately eight applications. From the eight applicants four were selected for interviews. From the four, three individuals were asked to come back for a second interview.

My recommendation to the Board of Supervisors would be to hire Brandon Kozar as a Part Time Police Officer. Brandon is a resident of Richland Township. He is a graduate of Pine Richland High School, an eight year veteran of the United States Marine Corp and a graduate of Westmoreland County Community College Police Academy. A background check was performed on Mr. Kozar and nothing was found that would prevent Mr. Kozar from working with our department. Brandon is currently a part time officer with the Verona Borough Police Department. I would like to recommend to the Board of Supervisors to hire Brandon Kozar under the condition he provides us with a current physiological evaluation and a current credit report which are both required by the Pennsylvania Municipal Police Officers Education and Training Commission.



REQUEST FOR EXTENSION: CATANESE PROPERTY

MR. PAYNE.....

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

16

SET PUBLIC HEARING: TO CONSIDER INTER-MUNICIPAL TRANSFER OF RESTAURANT LIQUOR LICENSE

THE TOWNSHIP RECEIVED THE ATTACHED LETTER FROM CAPUTO & CAPUTO, P.C., REPRESENTING OLDE BARN DISPENSARY PUB & TAVERN, LLC, WHO IS SEEKING AN INTER-MUNICIPAL TRANSFER OF RESTAURANT LICENSE R-17074 FROM 1600 STONE MANSION ROAD, SEWICKLEY, PENNSYLVANIA (FRANKLIN PARK BOROUGH) TO THE LOCATION OF 4551 GIBSONIA ROAD, GIBSONIA, PA 15044 WITHIN WEST DEER TOWNSHIP.

PURSUANT TO SECTION 461(b.3) OF THE PENNSYLVANIA LIQUOR CODE, THE APPLICANT MUST FIRST GET THE APPROVAL OF WEST DEER TOWNSHIP BEFORE FILING AN APPLICATION WITH THE PENNSYLVANIA LIQUOR CONTROL BOARD ("PLCB") TO TRANSFER THE LIQUOR LICENSE FROM FRANKLIN PARK BOROUGH TO WEST DEER TOWNSHIP. THE LIQUOR CODE REQUIRES THE APPLICANT REQUEST A PUBLIC HEARING BEFORE THE GOVERNING BODY FOR THE PURPOSE OF TAKING PUBLIC COMMENTS ON THE PROPOSED TRANSFER.

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

WHAT ACTION DOES THE BOARD WISH TO TAKE:

I MOVE TO SET THE PUBLIC HEARING FOR THE INTER-MUNICIPAL TRANSFER OF PLCB LICENSE: R-17074:

WEDNESDAY, May 17, 2017 AT 6:00 P.M.

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

Caputo & Caputo, P.C.

Buhl Building, 5th Floor
204 Fifth Avenue
Pittsburgh, PA 15222
info@caputolawoffice.com

March 14, 2017

VIA E-MAIL TO WPAYNE@WESTDEERTOWNSHIP.COM

West Deer Township
109 East Union Road
Cheswick, PA 15024
ATTENTION: William Payne

**RE: Olde Barn Dispensary Pub & Tavern, LLC
Request for Inter-Municipal transfer of
PLCB license: R-17074**

Dear Mr. Payne:

We represent Olde Barn Dispensary Pub & Tavern, LLC, who is seeking an inter-municipal transfer of Restaurant Liquor License R-17074 from 1600 Stone Mansion Road, Sewickley, Pennsylvania 15143 (Franklin Park) to the location of 4551 Gibsonia Road, Gibsonia, Pennsylvania 15044 within West Deer Township.

Pursuant to Section 461(b.3) of the Pennsylvania Liquor Code, we must first get the approval of West Deer Township before filing an application with the Pennsylvania Liquor Control Board ("PLCB") to transfer the liquor license from Franklin Park to West Deer Township. The Liquor Code requires us to request a public hearing before the governing body of West Deer Township for the purpose of taking public comments on the proposed transfer.

I would appreciate if you could schedule the public hearing before the West Deer Township Board of Supervisors as soon as possible, and let me know the date, time and place of the public hearing. My client is anxious to begin the renovations to the property and to obtain approval from the PLCB of the license transfer. The process of transferring a liquor license with the PLCB takes approximately 8 to 12 weeks and the Resolution from the receiving municipality approving the transfer is required to be attached to the application for transfer.

Please also provide us with copies of all communications between the Township and our client. I enclose a sample Resolution in a form acceptable to the PLCB for your convenience. If you elect to use a different form of Resolution, please allow me to review it prior to signing as the PLCB has certain information it requires to be in the Resolution.

Pittsburgh: Buhl Building • 204 Fifth Avenue • 5th Floor • Pittsburgh, PA 15222 • 412.690.0300 • Fax 412.690.2350
Philadelphia: 2000 Market Street • 8th Floor • Philadelphia, PA 19103 • 267.773.7796 • Fax 412.690.2350

Caputo & Caputo, P.C.

West Deer Township

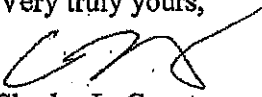
March 14, 2017

Page 2

The focus of my client's operation will be on providing a casual dining atmosphere where patrons can have a good meal or a drink. We will be pleased to answer any questions the Supervisors may have about the process or the proposed operation at the time of the public hearing. We are hopeful Olde Barn Dispensary Pub & Tavern, LLC will become a commercial success and a favorite dining spot for residents of West Deer Township.

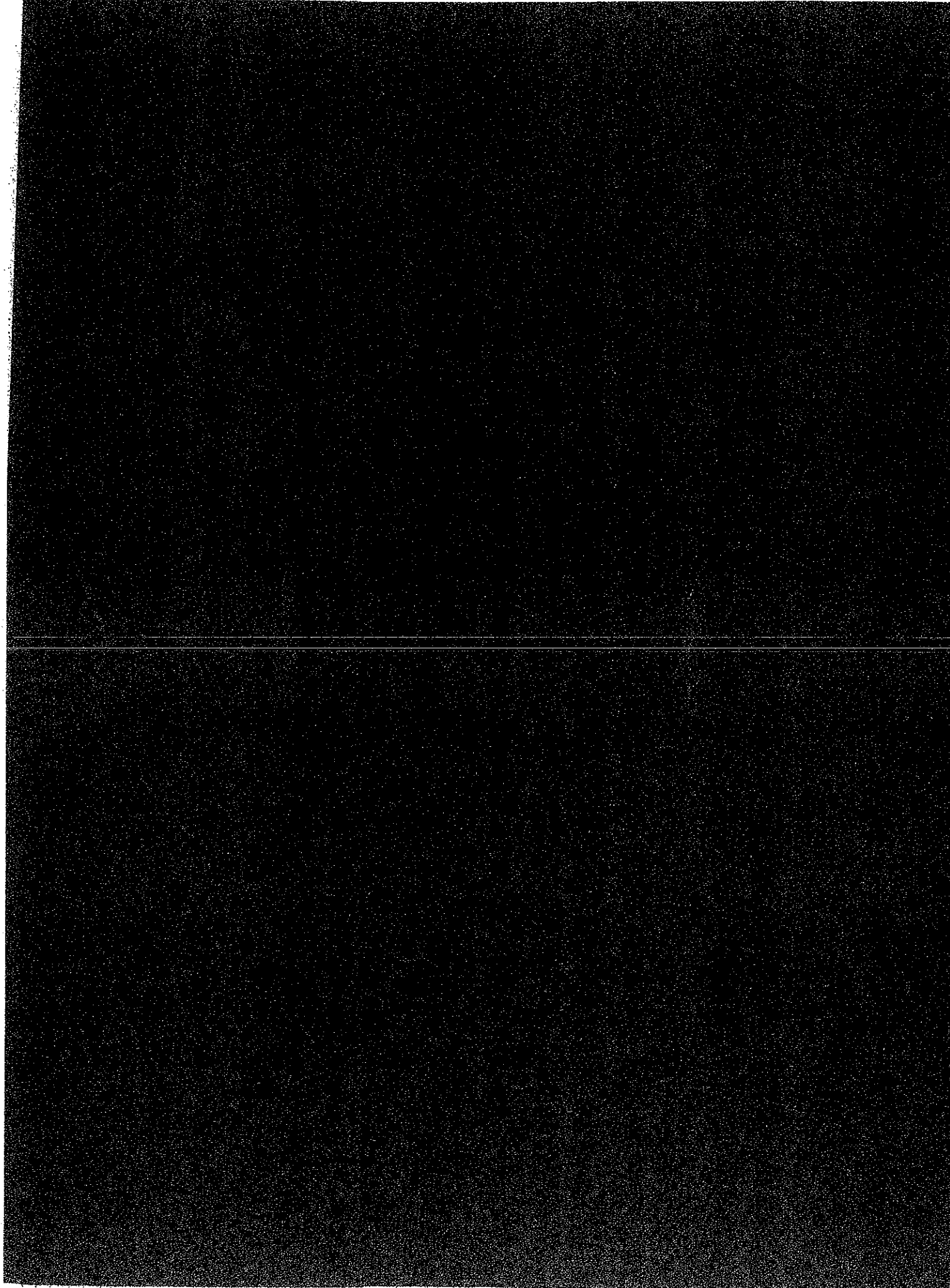
If you need any additional information, applications or filing fees, please contact me at (412) 325-0693 and I will see that you receive an immediate response.

Very truly yours,



Charles L. Caputo

Enclosure



TIMBERING: TOWNSHIP PROPERTY

THE TOWNSHIP RECEIVED THE ATTACHED LETTER FROM SELECT TIMBERING ABOUT TIMBERING THE TOWNSHIP PROPERTY LOCATED AT HEMPHILL AND BLANCHARD ROADS. LOT & BLOCK #2197-P-290 – APPROXIMATELY 57 ACRES.

THE OWNERS AT 71 NORRIS LANE WHICH ABUTS THE BACKSIDE OF THE TOWNSHIP PROPERTY, CONTACTED SELECT TIMBERING TO HAVE THEIR PROPERTY TIMBERED. UPON INSPECTION OF THEIR PROPERTY -- SELECT TIMBERING CONTACTED THE TOWNSHIP TO SEE IF THE TOWNSHIP ALSO WANTED THE TOWNSHIP PROPERTY TIMBERED AS WELL. MR. PAYNE INFORMED THEM THAT IT WOULD NEED TO BE DISCUSSED AT THE BOARD OF SUPERVISORS' MEETING. SELECT TIMBERING IS OFFERING AN AMOUNT OF \$27,000 FOR ALL TIMBER 16" AT CHEST HEIGHT OR BIGGER.

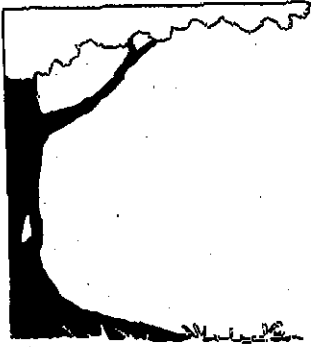
DISCUSSION.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO APPROVE / DISAPPROVE THE TIMBERING OF THE TOWNSHIP PROPERTY LOCATED AT BLANCHARD AND HEMPHILL ROADS.

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

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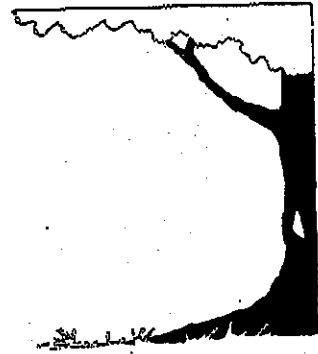


SELECT TIMBERING

Buyer of Standing Timber

Jake Miller
814-427-2803 ext. 1

731 Skarbek Rd., Punxsutawney, PA 15767



I, Jake Miller have done a timber evaluation on property situated in West Deer Township, Allegheny County on Blanchard & Hemphill Rd. Property owned by West Deer Township, Parcel ID# 2197-P-290, 57 acres in size.

The timber evaluation is not a clear cut. It is based on a selective cut. All trees that would be cut are 16" chest height and bigger. Select Timbering would use a Dozer to push in roads to access trees with skidder only in the steep areas. Select Timbering will be responsible to install water bars in the proper places to prevent erosion, as standard logging practices.

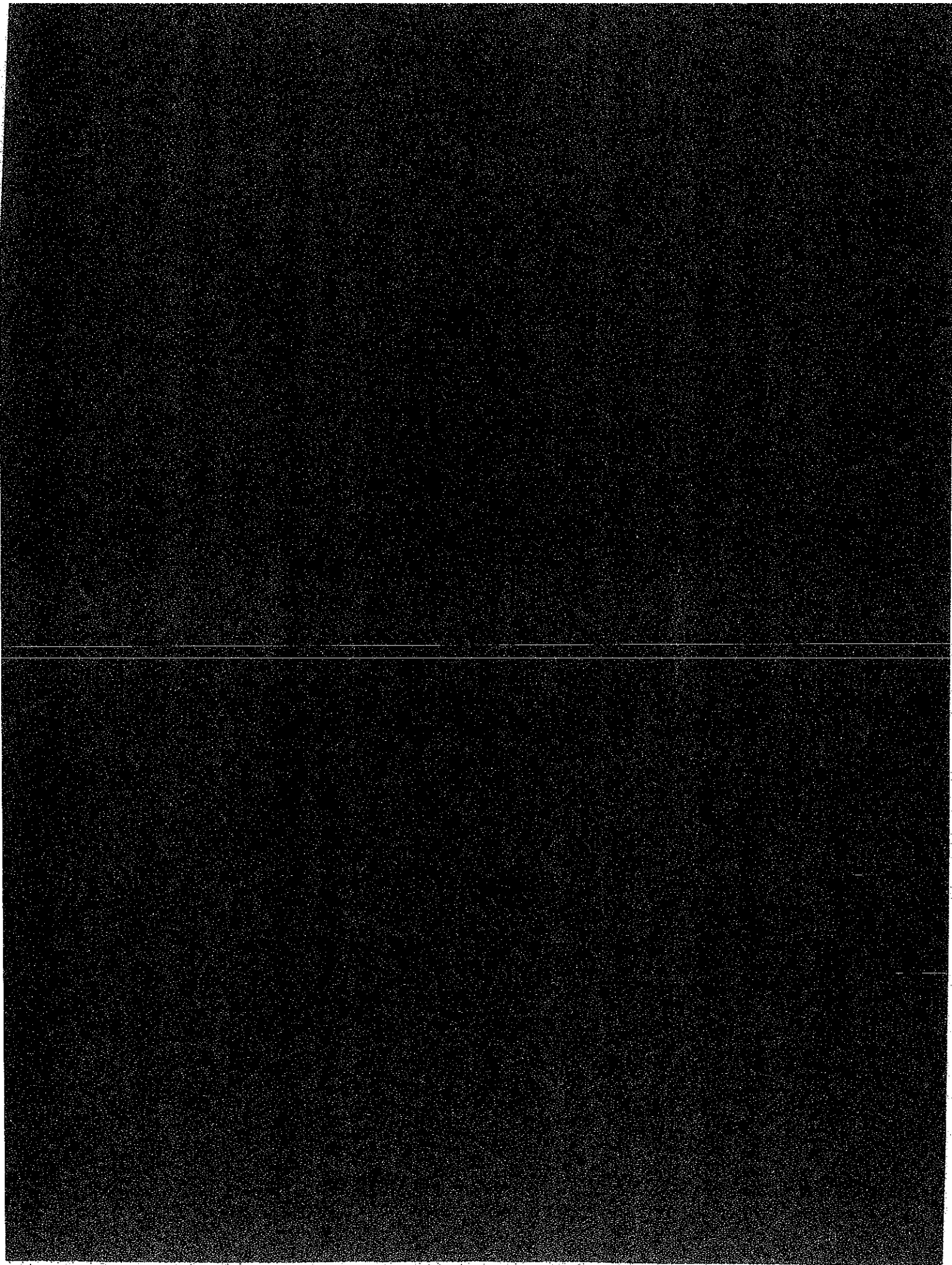
The only portion of the tree that will be removed from the property will be the portion that will be used at the sawmill. The remainder of the branches, bark, and saw chippings will remain onsite and will be placed in a fashion to promote wildlife habitat.

The practice of Select Timbering will also regenerate new seedlings on the wooded lot. Select Timbering is offering \$27,000.00 for the timber 16" chest height and bigger. Timber will be paid in full before harvesting begins.

Select Timbering will exit the property from Blanchard Road onto Millerstown, turn right go across Culmerville bridge, then right onto Saxonburg Blvd. Select Timbering will be responsible to bond Blanchard Rd.

Sincerely,

Jake J. Miller



RESOLUTION NO. 2017-5: DEER CREEK DRAINAGE BASIN AUTHORITY

THE TOWNSHIP RECEIVED A LETTER FROM THE SOLICITOR OF THE ALLEGHENY VALLEY JOINT SEWER AUTHORITY – THE AUTHORITY THAT WORKS WITH THE DEER CREEK DRAINAGE BASIN AUTHORITY TO HANDLE THE TOWNSHIP’S SANITARY SEWAGE – REQUESTING THE BOARD’S AUTHORIZATION TO ALLOW THE AUTHORITY TO PREPARE AN ACT 537 PLAN FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. THERE IS NO COST TO THE TOWNSHIP IN PREPARING THIS PLAN.

MR. SHOUP, MR. HAPPEL, AND MR. MATOR ALL CONCUR THAT THIS PLAN SHOULD BE CREATED, AND RECOMMEND ADOPTION OF THE RESOLUTION.

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-5, AUTHORIZING THE ALLEGHENY VALLEY JOINT SEWER AUTHORITY TO PREPARE AN ACT 537 PLAN ON WEST DEER TOWNSHIP’S BEHALF.

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

**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-5**

**A RESOLUTION AUTHORIZING THE ALLEGHENY VALLEY
JOINT SEWER AUTHORITY (AVJSA) TO PREPARE AN ACT
537 PLAN ON WEST DEER TOWNSHIP'S BEHALF.**

WHEREAS, the Pennsylvania Department of Environmental Protection ("DEP") has requested the Allegheny Valley Joint Sewer Authority ("Authority") to provide it with resolutions from municipalities serviced by the Authority authorizing the Authority to prepare an Act 537 Plan on their behalf.

NOW, THEREFORE, 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 and the West Deer Township Home Rule Charter, to authorize the Authority to prepare an Act 537 Plan on behalf of West Deer Township for submission to the DEP, provided that the substance and content of such Plan has been approved by West Deer Township.

ADOPTED this 19th day of April, 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

G·R·B·LAW

Goehring Rutter & Boehm

Straightforward Thinking.

► Pittsburgh Office

437 Grant Street
1424 Frick Building
Pittsburgh, PA 15219

Phone: 412-281-0587
Fax: 412-281-2971

► North Hills Office

Waterfront Corporate Park
2100 Georgetowne Drive
Suite 300
Sewickley, PA 15143

Phone: 724-935-4777
Fax: 724-935-4123

www.grblaw.com

MEMORANDUM

TO: Municipal Managers/Secretaries of:
Harmar Township, Springdale Township, Cheswick Borough,
Springdale Borough, Richland Township, Fox Chapel Borough,
Deer Creek Drainage Basin Authority

cc: Mike Henry, AVJSA Manager
John Mowry

FROM: Charles M. Means, Esquire

DATE: March 23, 2017

RE: Act 537 Plan Authorizing Resolution

I am the Solicitor for the Allegheny Valley Joint Sewage Authority (AVJSA).

As you may know, the Pennsylvania Department of Environmental Protection (DEP) has by letter dated February 15, 2017 (copy enclosed) requested that the AVJSA submit to DEP resolutions from the affected municipalities authorizing AVJSA to prepare an Act 537 Plan on their behalf.

Accordingly, I am providing to you a sample draft resolution in order to respond to DEP's request. I would ask that the resolution be placed before the governing bodies for approval, and that, once approved, a signed original of the resolution be sent directly to the AVJSA Manager, Mike Henry, with a copy to me and to John Mowry.

As you may also be aware, DEP has set a deadline for submission of the Act 537 Plan of April 1, 2018. To assist AVJSA in timely meeting this deadline, please return the signed Resolutions to Mr. Henry as soon as possible and no later than April 28, 2017.

Please feel free to direct any question you may have regarding this matter to me or to Mike Henry. Thank you for your cooperation in this matter.



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

SOUTHWEST REGIONAL OFFICE

February 15, 2017

Mike Henry
Allegheny Valley Joint Sewer Authority
2400 Freeport Rd,
Pittsburgh, PA 15238

Re: Administrative Completeness Review Letter-Plan of Study and Task/Activity Report
Act 537 Planning
Richland, Indiana, West Deer, Springdale and Harmar Township
Springdale, Fox Chapel and Cheswick Borough
Allegheny County

Dear Mr. Henry:

The Department of Environmental Protection (DEP) has received a Plan of Study and Task/Activity Report (TAR) for preparation of an Act 537 Official Plan Update, submitted by KLH Engineers, Inc. under a cover letter dated January 19, 2017. The TAR is incomplete, and we are unable to review and act upon the document as submitted. The following additional information is required:

Act 537 planning is a function of the municipality. Although a Municipal Authority may prepare an Act 537 Plan Update on the municipalities behalf, only the Municipality can authorize and adopt the 537 plan. You will need to provide resolutions from the affected municipalities authorizing the Allegheny Valley Joint Sewer Authority to prepare an Act 537 plan on their behalf. Also, a narrative and map of the planning area should be submitted to the Department. The narrative should provide an overview of the proposed sewage planning project. The narrative should also detail the approach/methodology which will be utilized to adequately address the major planning elements found in DEP's Act 537 Plan Content and Environmental Assessment Checklist (Appendix 1).

In order to avoid processing delays, please submit all requested items in a single submission. We are returning this submission back to you.

ALLEGHENY VALLEY JOINT
SEWAGE AUTHORITY

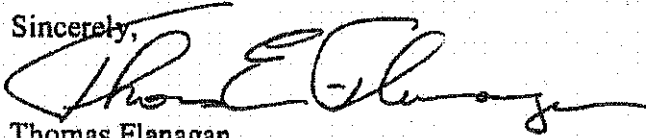
400 Waterfront Drive, Pittsburgh, PA 15222-4745

412-442-4000 | Fax 412-442-5885

www.dep.pa.gov

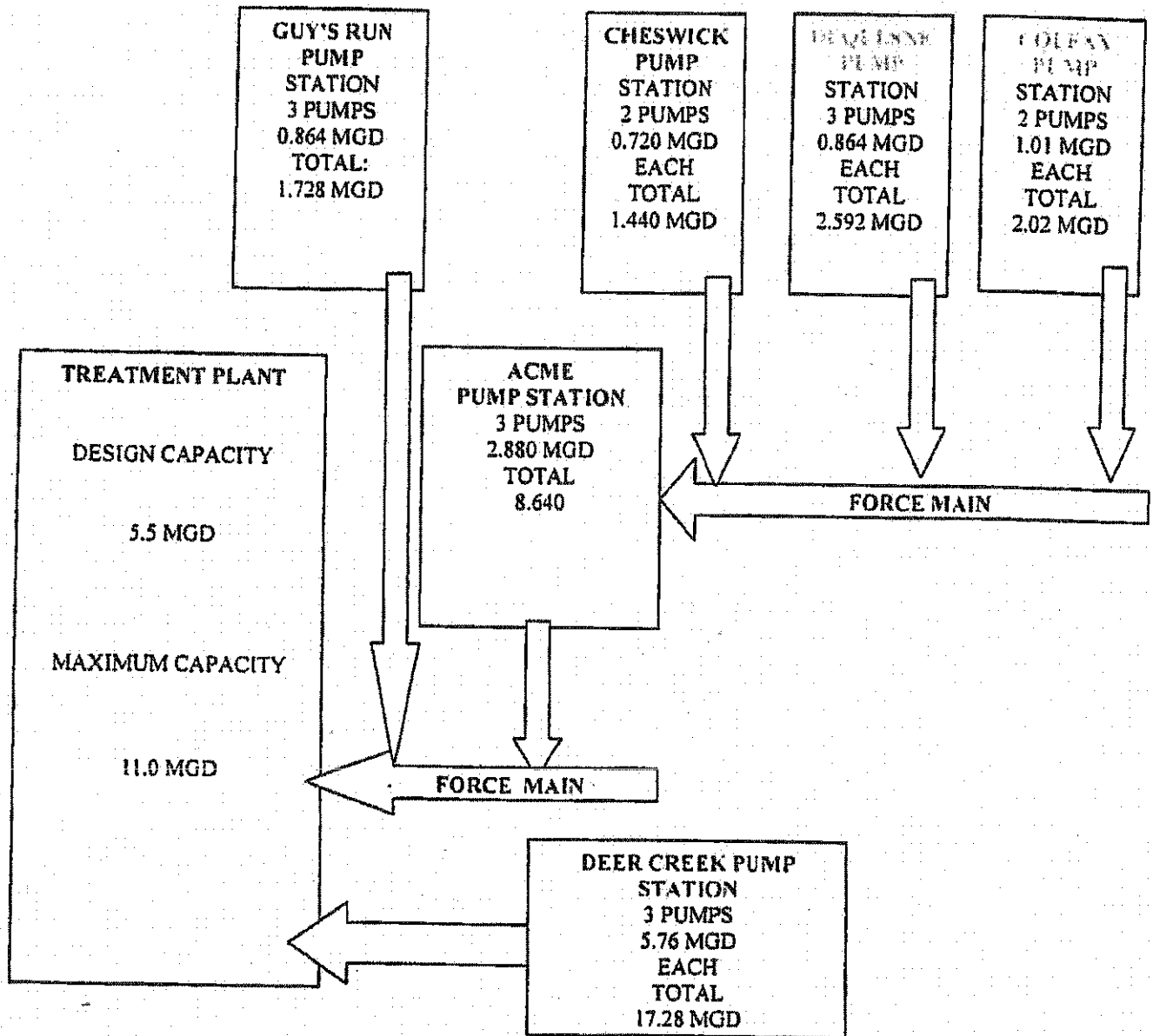
If you have any questions or concerns, please contact Thomas Flanagan at 412.442.4047 or thflanagan@pa.gov.

Sincerely,



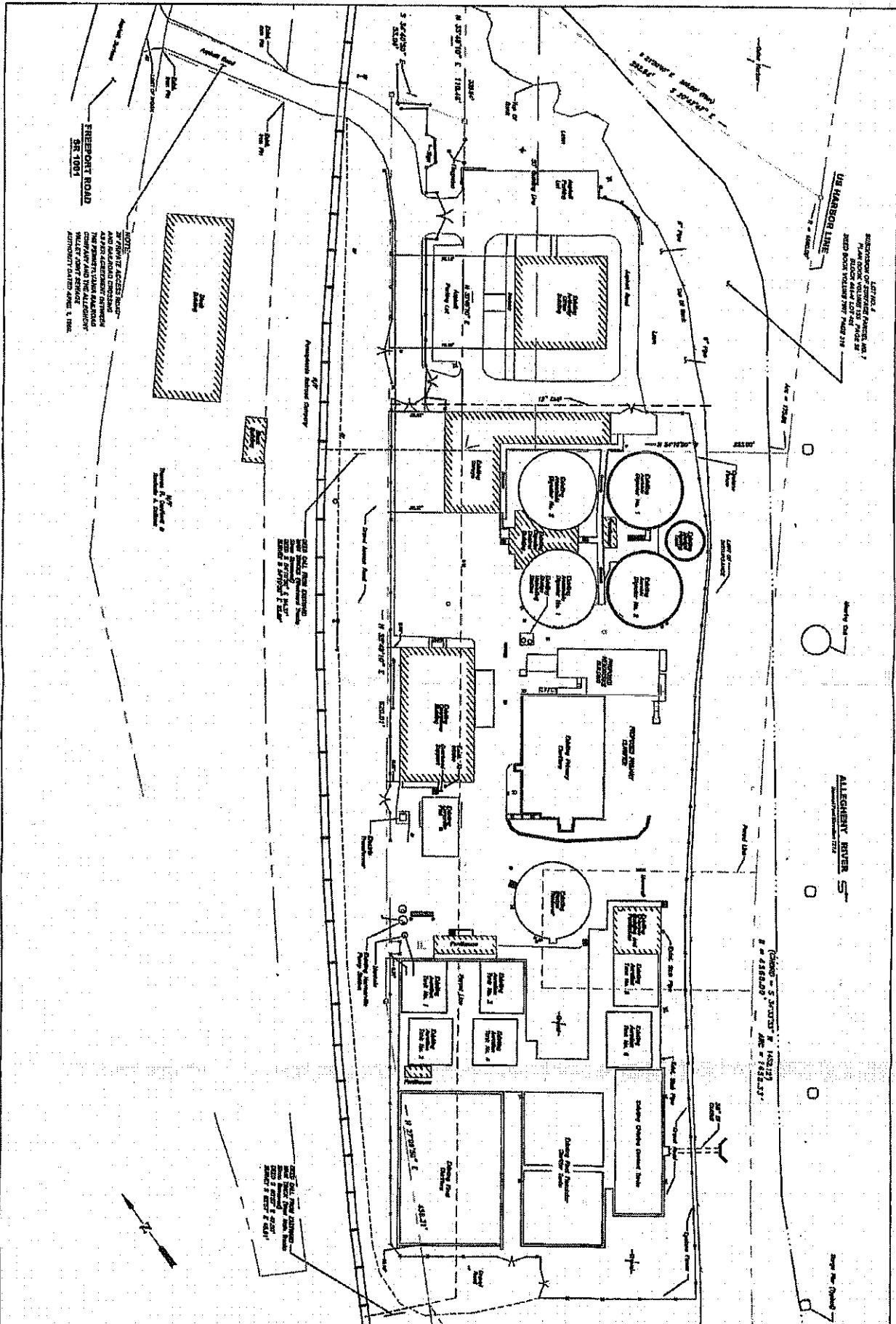
Thomas Flanagan
Sewage Planning Specialist Supervisor
Clean Water Program

cc: ACHD
KLH Engineers, Inc.
Ricland Township
Indiana Township
West Deer Township
Harmer Township
Springdale township
Springdale Borough
Fox Chapel Borough
Cheswick Borough



**ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY
PUMP STATION FLOW DIAGRAM WITH CAPACITIES**

FIGURE 1

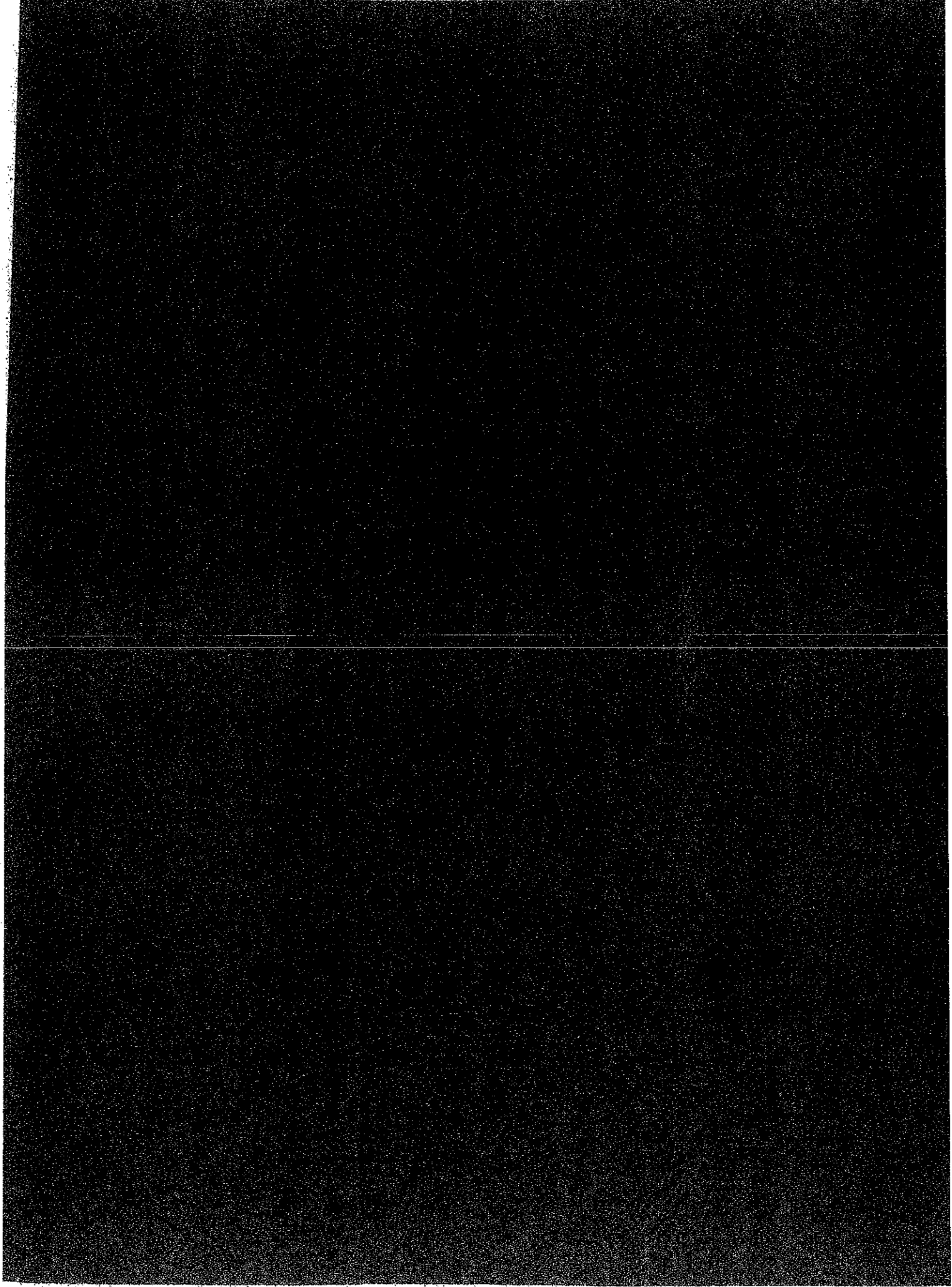


Scale: 1"=20'
 Date: July 2012
 Drawn By: MKC
 Checked By: DJH
 Approved By: JCM
 Drawing No: 120-77
 Sheet No: EX1
 of 1

**ALLEGHENY VALLEY
 JOINT SEWAGE AUTHORITY
 ALLEGHENY COUNTY, PENNSYLVANIA
 WASTE WATER TREATMENT PLANT**

KLH
 ENGINEERS, INC.
 6173 Combs Run Road
 Pittsburgh, PA 15206
 Phone: 412.494.0510
 Fax: 412.494.8425
 Info@klhengineers.com

Date	Revisions	Date	Revisions



RESOLUTION NO. 2017-6: PENNDOT ROADWAY LIGHTING AGREEMENT (CULMERVILLE BRIDGE)

IN AUGUST 2014 THE BOARD PASSED A RESOLUTION TO ENTER INTO A ROADWAY LIGHTING AGREEMENT WITH PENNDOT FOR THE LIGHT AT THE CULMERVILLE BRIDGE. PENNDOT REJECTED THE AGREEMENT BECAUSE THEY SAID THE CHAIRMAN LACKED THE AUTHORITY TO ENTER INTO SUCH AN AGREEMENT.

MR. MATOR...

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION NO. 2017-6, AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO ENTER INTO THE ATTACHED ROADWAY LIGHTING AGREEMENT NO. 118880 WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

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

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**TOWNSHIP OF WEST DEER
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NO. 2017-6**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
BOARD OF SUPERVISORS TO ENTER INTO THE ATTACHED
ROADWAY LIGHTING AGREEMENT NO. 118880 WITH THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Board of Supervisors of West Deer Township had previous agreed to enter into a Roadway Lighting Agreement with the Pennsylvania Department of Transportation ("PennDOT") at their 20 August 2014 Regular Business meeting; and

WHEREAS, PennDOT had refused to accept the signed and submitted agreement without proof that the Chairman of the Board of Supervisors had the authority to execute such an agreement; and

WHEREAS, PennDOT refused to accept the language from the West Deer Township Home Rule Charter, Section C-1161, which states "All contracts of the Township shall be approved by the Board, and... shall be in writing and shall be executed on behalf of the Township by the Chairman of the Board" as proof of authority;

NOW, THEREFORE, 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 and the West Deer Township Home Rule Charter, that the Chairman of the Board of Supervisors of West Deer Township is hereby authorized and directed to sign the attached Agreement No. 118880 on the Township's behalf and that the Township Manager be authorized and directed to attest the same.

ADOPTED this 19th day of April, 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

EXHIBIT A

I, Douglas I. Happel, Solicitor of the Township of West Deer, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at the Regular Business Meeting of the Board of Supervisors of West Deer Township, held the 19th day of April, 2017.

Date: _____

Douglas I. Happel, Solicitor

MUNICIPALITY: West Deer Township

AGREEMENT NO. 118880

FEDERAL ID NO. 256003437

S.R. 1028, SECTION A10

SAP VENDOR # 159336

MPMS# 27292

ROADWAY LIGHTING AGREEMENT

This Agreement is made this _____ day of _____, 2017, between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

a n d

West Deer Township, Allegheny County, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials ("Township").

Background

A. PennDOT has under its jurisdiction State Route ("SR") 1028, located in the Township of West Deer, Allegheny County.

B. PennDOT improved SR 1028, from Segment 0130, Offset 0502 to Segment 0130, Offset 1102, through roadway alterations or resurfacing.

C. The Township requested, and PennDOT agreed, that PennDOT should install an electrical roadway lighting system (the "Lighting System," as defined in this agreement) for the SR 1028 Culmerville bridge replacement over the tracks of the Canadian National Railway Company as part of its improvement project.

D. The Township agreed to accept ownership and all future maintenance responsibility for the Lighting System.

E. PennDOT, in reliance upon the Township's agreement to accept ownership and all future maintenance responsibility for the Lighting System, paid all costs of procuring, designing, and installing the Lighting System.

Now therefore, in consideration of these premises and the mutual promises contained in this Agreement, and with the intent to be legally bound, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are incorporated by reference as a material part of this Agreement.

2. **Definitions.**

a. *Agreement:* this agreement.

b. *Lighting Plan:* the drawings and specifications for the Lighting System (including Exhibit "B").

c. *Lighting System:* poles, arms, conduits, junction boxes, wires, cables, luminaires, controls and related equipment, at the places and positions and in the intensities shown on Exhibit "B".

3. **Scope of Work.**

a. **Installation.** PennDOT, by contract and with federal aid, if applicable, and without cost to the Township, furnished and installed the Lighting System.

b. Highway Occupancy Permit.

i. The Township agrees to apply for a highway occupancy permit ("HOP") in accordance with 67 Pa. Code Chapter 459 (relating to the occupancy of highways by utilities) for the Lighting System. PennDOT agrees the HOP will not be unreasonably withheld, and will be granted if the application is sufficient under the regulations.

ii. Upon completion of the construction of the Lighting System and the assumption of ownership, custody and control of it by the Township, this agreement shall be merged with the HOP, whereupon any terms, conditions or provisions of this agreement that have not yet been performed or whose performance continues after construction shall become terms, conditions, and provisions of the HOP.

iii. Any actions arising under the HOP shall be governed by the Administrative Agency Law, 2 Pa. C.S. Sections 501-508 and 701-704; 1 Pa. Code Chapters 31, 33 and 35, known as the General Rules of Administrative Practice and Procedure; and 67 Pa. Code Chapters 459 and 491.

c. Future Maintenance.

i. The Township, at its sole cost and expense, shall be responsible for all future Lighting System maintenance (including energizing, operating, and maintaining the Lighting System in a good state of repair so as not to constitute an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway).

ii. The Township shall provide work zone traffic control as needed to protect the safety of the traveling public during maintenance work.

iii. Maintenance shall include replacing all defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls and other components of the Lighting System.

iv. All work shall be in accordance with PennDOT's Publication 408.

v. The Township shall not replace the Lighting System or its essential components without first securing PennDOT approval, in accordance with the HOP and 67 Pa. Code Chapter 459.

vi. The Township is solely responsible for making all contractual arrangements with electric utilities and maintenance contractors, to ensure the performance of all services and supply of all materials as required under this Agreement.

vii. Any or all agreements into which the Township enters with the electrical utilities and maintenance contractors shall contain a clause prohibiting the use of the Lighting System for any purpose other than highway lighting.

viii. The parties agree that PennDOT shall have the right to repair, subject to reimbursement by the Township of the cost, any or all of the parts of the Lighting System not maintained in a good state of repair satisfactory to PennDOT.

4. **Transfer of Ownership.**

a. PennDOT shall notify the Township by letter that the Lighting System is installed and ready to operate and shall provide, by attachment, a copy of the executed ROADWAY LIGHTING AGREEMENT NO. 118880.

b. The Township shall assume ownership, custody and control of the Lighting System effective on the date of the notice letter.

c. All maintenance responsibilities under this Agreement shall be deemed to begin on the date of the notice letter.

5. **Resolution.** The Township shall pass a resolution agreeing to the terms of this Agreement substantially in the form of Exhibit "A."

6. **Warranties and Limitation of Liability.**

a. All materials and equipment furnished under this Agreement will be of good quality and will conform to applicable PennDOT regulations, policies, specifications, and generally accepted engineering and construction principles and practices.

b. PennDOT shall provide, and does hereby transfer and assign, all manufacturer and contractor warranties, to the extent permitted by those warranties and the law. PennDOT agrees to cooperate with the Township if the Township has reason to assert any rights in those warranties.

c. PENNDOT MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

d. The parties intend this Agreement to be an intergovernmental agreement pursuant to Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. §§ 1901-1913, subject to the immunity provisions of 62 Pa. C.S. § 1912.

e. Transfer of ownership and maintenance responsibility as described in this Agreement will also transfer all legal liability to the Township arising from the Lighting System (including any Lighting System defects).

f. The Township hereby agrees that to the fullest extent permitted by law, PennDOT shall not be liable to the Township for any special, indirect or consequential damages, whether caused by PennDOT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes (including costs of Lighting System repair or replacement and costs associated with loss of use of equipment). This Agreement shall constitute a covenant not to sue and release by the Township of all such claims against PennDOT.

g. Except as limited in this section, the parties shall not be prevented from asserting their contractual rights and remedies under this Agreement or the HOP.

7. **Required Commonwealth Provisions.** The Township shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Township:

a. The current version of the Contractor Integrity Provisions, which is attached and made part of this Agreement as Exhibit "C;"

b. The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which is attached and made part of this Agreement as Exhibit "D;"

c. The current version of the Commonwealth Contractor Responsibility Provisions, which is attached and made part of this Agreement as Exhibit "E"; and

d. The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached and made part of this Agreement as Exhibit "F".

8. **Offset Provision.** The Township agrees that the Commonwealth of Pennsylvania may set off the amount of any state tax liability or other obligation of the Township or its subsidiaries to the Commonwealth of Pennsylvania against any payments due the Township under any contract with the Commonwealth of Pennsylvania.

9. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Township shall comply with the clause entitled Contract Provisions - Right to Know Law, attached and made part of this Agreement as Exhibit "G". As used in this exhibit, the term "Contractor" refers to the Township.

10. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

11. **Indemnification.** The Township shall indemnify, save harmless and (if requested) defend the Commonwealth of Pennsylvania, PennDOT and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the performance of any of the work of energizing, operating, maintaining, repairing or replacing the Lighting System or any part of it, by the Township, its electric utility, contractor or their officers, agents and employees, whether the injuries or damages be due to the use of defective materials, defective workmanship or neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Township, its electric utilities, contractors or their officers, agents and employees during the performance of the work and during the effective period of this Agreement and the HOP.

12. **Liquid Fuels Funds to Secure Performance.** If the Township fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default in maintenance requirements, for a period of 45 days, the Township authorizes PennDOT to withhold so much of the Township's Liquid Fuels Tax Fund allocation as may be necessary to maintain the Lighting System or to reimburse PennDOT in full for all costs due or incurred under this Agreement and to apply withheld funds or a portion of them to remedy the default.

13. **Addresses.** All notices, consents, approvals or any other communications required or desired to be given under this agreement shall be deemed to have been duly delivered if sent to the addresses appearing below:

To Township:
West Deer Township
1219 Pin Oak Cove
Gibsonia, PA 15044-7839
Attention: Mr. Daniel J. Mator, Jr., Township Manager
FAX: _____
Email: dmator@westdeertownship.com

To PennDOT:
Pennsylvania Department of Transportation
Engineering District 11-0
45 Thoms Run Road
Bridgeville, PA 15017
Attention: District Executive
FAX: 412-429-5069
Email: hcessna@pa.gov

or to such other addresses as the parties may provide to each other from time to time.

14. **Effective Date.** This agreement shall not be effective until it has been executed and approved by all necessary Commonwealth officials as provided by law.

15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

16. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

19. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Township and PennDOT, or as constituting PennDOT as the representative or general agent of the Township for any purpose whatsoever.

20. **Assignment.** This Agreement may not be assigned by the Township, either in whole or in part, without PennDOT's written consent.

21. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

22. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided in this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

23. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

24. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of Page Intentionally Left Blank]

The parties have executed this Agreement the date first above written.

Attest/Witness:

West Deer Township

Title: DATE BY _____
Title: DATE

DO NOT WRITE BELOW THIS LINE—FOR COMMONWEALTH USE ONLY

Commonwealth of Pennsylvania
Department of Transportation

BY _____
District Executive Date

Approved as to legality
and form:

Funds Commitment Doc. No. _____
Certified Funds Available Under
SAP Program _____
SAP Cost Center _____
GL Account _____
Amount _____

By _____
For Chief Counsel Date

By _____
Deputy General Date
Counsel

By _____
for Comptroller Operations Date

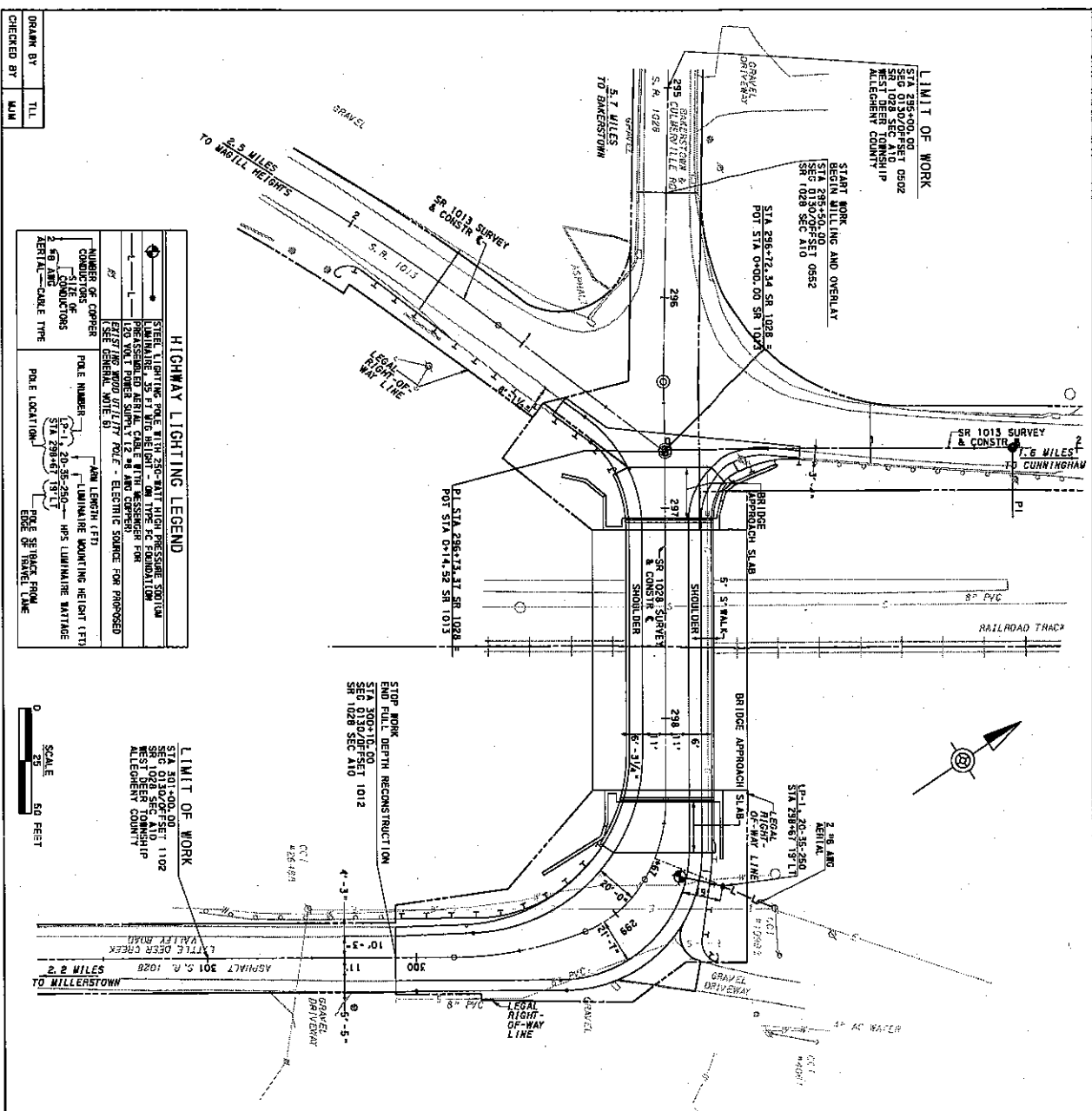
By _____
Deputy Attorney Date
General

Agreement No. _____ is split _____%, expenditure amount of \$ _____, for federal funds and _____%, expenditure amount of \$ _____, for state funds. The related federal assistance program name and number is _____; _____. The state program name and number is _____; _____. This paragraph does not affect the costs to the Township.

LIMIT OF WORK
 STA 295+00.00
 SEC 0130/09/01
 WEST DEER TOWNSHIP
 ALLEGHENY COUNTY

START WORK
 BEGIN MILLING AND OVERLAY
 STA 295+00.00
 SEC 0130/09/01
 SR 1028 SEC A10

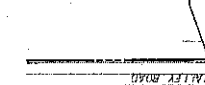
STA 296+72.34 SR 1028
 POT STA 0900.00 SR 1028



HIGHWAY LIGHTING LEGEND

STERE LIGHTING POLE WITH 250-WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION	250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION
250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION	250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION
250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION	250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION
250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION	250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION
250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION	250 WATT HIGH PRESSURE SODIUM LUMINAIRE, 35 FT WIRE HEIGHT - ON THE PC FOUNDATION

LIMIT OF WORK
 STA 300+10.00
 SEC 0130/09/01
 WEST DEER TOWNSHIP
 ALLEGHENY COUNTY



HIGHWAY LIGHTING GENERAL NOTES

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-0	ALLEGHENY	1028	A10	1 OF 2
PROJECT NUMBER	WEST DEER TOWNSHIP	DATE	BY	
REVISIONS				

- THE STANDARD SPECIFICATION FOR THE INSTALLATION OF HIGHWAY LIGHTING IS PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION AND ZONING ALL SUPPLEMENT'S AND SPECIAL PROVISIONS SHALL BE USED IN CONJUNCTION WITH THE STANDARD SPECIFICATION, LATEST EDITIONS.
- CONSTRUCTION DETAILS NOT SHOWN ON THE DRAWINGS SHALL CONFORM TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS.
- DO NOT SCALE DRAWINGS. UTILITY LOCATIONS ARE BASED ON EXISTING RECORDS. VERIFY UTILITY LOCATIONS AND ELEVATIONS BY FIELD SURVEY. VERIFY ALL GROUND ROGS AND GROUND WIRE AT THE SERVICE DISCONNECT LOCATION TO AVOID A MAINTAIN RESISTANCE TO EARTH GROUND OF 25 OHMS. INSTALL ADDITIONAL GROUND ROGS UNTIL THIS CONDITION IS MET. NO INSTALLATIONS AND RECORD RESULTS ON PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FORM 4225A AND SUBMIT TO THE INSPECTOR-IN-CHARGE FOR APPROVAL.
- CONDUIT SHALL BE PERMITTED TO BE INSTALLED IN LOCAL UNDERGROUND AND OVERHEAD UTILITY LINES PRIOR TO COMMENCEMENT OF THIS WORK. ALL DAMAGES INCURRED TO EXISTING UTILITY LINES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE OF 18 INCH CLEARANCE FROM ALL UNDERGROUND UTILITIES.
- PROVIDE LUMINAIRE WITH NEAR TRIEST-LOCK PHOTOELECTRIC CELL RECEPTACLE AND SHIELDING CAP.
- PROVIDE INDIVIDUAL FUSING FOR ALL LUMINAIRES.
- PROVIDE CATALOG CUTS OR SHOP DRAWINGS FOR ALL LIGHTING MATERIALS.
- PROVIDE PHOTOELECTRIC INFORMATION FOR THE SPECIFIC LUMINAIRE USED. CABLE SIZES SHOWN ARE FOR COPPER. IF ALUMINUM AERIAL CABLE IS USED, THE CONTRACTOR SHALL SUBMIT THE SIZE CALCULATIONS SHOWING A 5% MARGIN FROM THE ELECTRIC UTILITY SUPPLY LOCATION TO THE LUMINAIRE.
- WHEN ALUMINUM CONVENTIONAL LIGHTING POLE IS PROVIDED, PROVIDE WITH TRUSS TYPE BRACKET AND PROVIDE POLE THAT MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION STANDARD DRAWING DESIGN CALCULATIONS ARE REQUIRED PER PUBLICATION 408, SECTION 1101.
- PA ONE CALL TELEPHONE NUMBER IS 1-800-242-1176.

HIGHWAY LIGHTING SPECIAL REQUIREMENTS
 250-WATT HIGH PRESSURE SODIUM LUMINAIRE, 35' WIRE HEIGHT
 INCLUDED IN ITEM 0910-2828

PHOTOMETRIC SPECIFICATIONS

IN ADDITION TO THE REQUIREMENTS SET FORTH IN THE PROJECT PLANS, STANDARD DRAWINGS AND STANDARD SPECIFICATIONS, REQUIRE THAT LUMINAIRES, FOR EACH DRAWING, SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

1. THE LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

2. THE LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

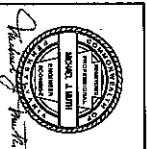
3. THE LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

4. THE LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

5. THE LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

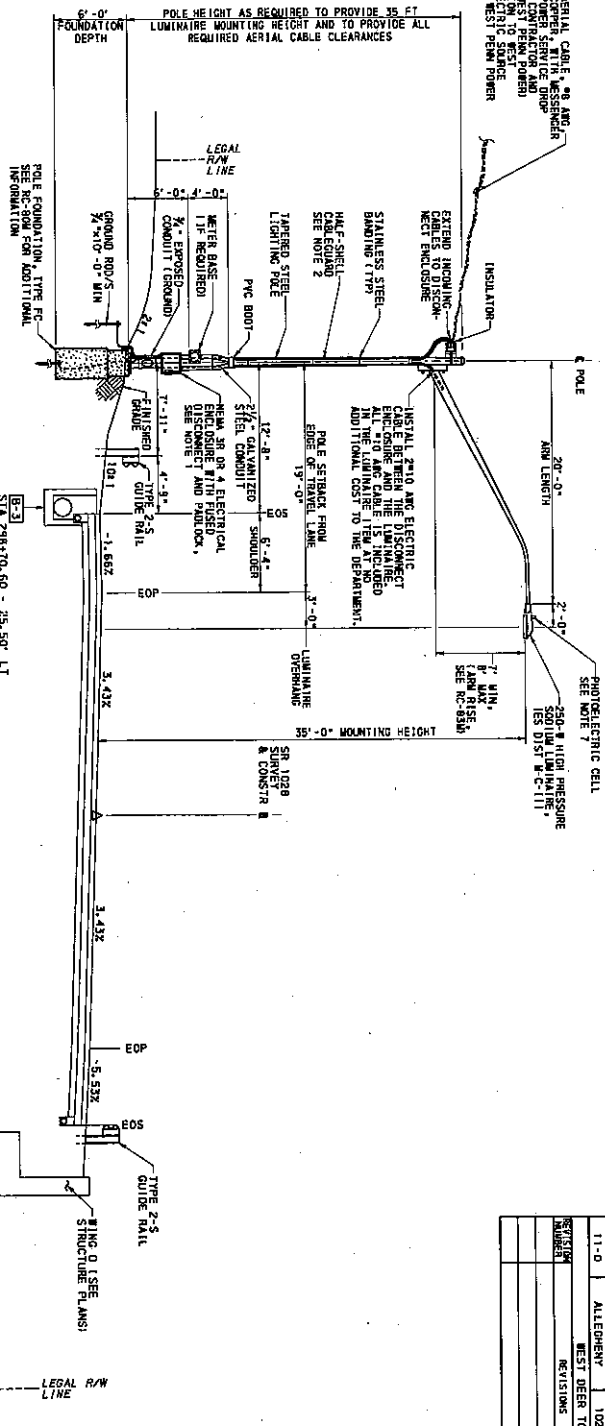
Exhibit "B"

HIGHWAY LIGHTING PLAN



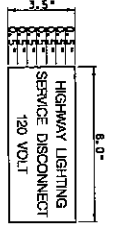
DESIGNED BY: TLL
 CHECKED BY: MAM

PREASSEMBLED AERIAL CABLE 48 AMPS
TO WEST PEAK POWER SERVICE DROP
FINISHED BY CONTRACTOR AND
FINAL CONNECTION TO WEST
PEAK POWER SERVICE TO BE MADE BY
WEST PEAK ELECTRIC SOURCE



NOTES

1. FURNISH AND INSTALL A SUITABLY-SIZED, ROUNDED, MEAN 3/8 OR A STAINLESS STEEL, LOCKABLE ENCLOSURE WITH INTERIOR ASSURED PROTECTION AND NOT REQUIRED FOR THE COMPLETE INSTALLATION OF THE ENCLOSURE, ENCLOSURE COMPONENTS, ENCLOSURE SUPPORT, METER BASE, STAINLESS STEEL BANDING, CONDUIT, CABLE GROUND, BROWNING AND ALL THE ABOVE POWER SUPPLY SYSTEM MODIFIED ITEM AT NO ADDITIONAL COST TO THE DEPARTMENT.
2. THE POWER SUPPLY LOCATION SHOWN ON THE PLAN SHALL BE COORDINATED WITH, AND APPROVED BY, WEST PEAK POWER BEFORE CONSTRUCTION. REVISE POWER SUPPLY AS DIRECTED BY WEST PEAK POWER.
3. LABEL THE SERVICE DISCONNECT ENCLOSURE DOOR USING HAND PLASTIC LABEL WITH 1/2" WHITE ENGRAVED LETTERING. SEE DETAIL B THIS SHEET FOR LABEL TEXT AND SIZE.
4. REFER TO PAVOY STANDARD DRAWING RC-348 FOR ADDITIONAL INFORMATION.
5. REFER TO PAVOY STANDARD DRAWING RC-348 FOR ADDITIONAL INFORMATION.
6. THE LUMINAIRE IS INCLUDED IN THE LUMINAIRE ITEM AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. EQUIP THE LUMINAIRE WITH INDIVIDUAL PHOTOELECTRIC CELL.



**DETAIL B
ENCLOSURE LABEL**
SEE NOTE 3

**DETAIL A
LIGHTING POLE WITH LUMINAIRE**
SR 1028, STA 298+67 TO 298+77
NOT TO SCALE

HIGHWAY LIGHTING - TABULATION OF QUANTITIES

ROUTE	STATION	DESCRIPTION	QUANTITY	UNIT	REMARKS
SR 1028	298+67 LT LP-1	LUMINAIRE IDENTIFICATION (FOR INFORMATION ONLY - TAG NOT REQUIRED)	1	EA	
		POLE FOUNDATION, TYPE FC	1	EA	
		STEEL LIGHTING POLE WITH 20-FOOT BRACKET ARM (35-FOOT MOUNTING HEIGHT) TYPE A	1	EA	
		1250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	1	EA	
		TESTING OF ENTIRE LIGHTING SYSTEM	1	LS	
		COMPLETE POWER SUPPLY SYSTEM, SERVICE DISCONNECT	1	EA	
		PREASSEMBLED AERIAL CABLE, 48 AMPS, 2 CONDUCTOR COPPER WITH MESSENGER	75	LF	
		POLE SETBACK FROM EDGE OF TRAVEL LANE	19	LF	
		LUMINAIRE DISTRIBUTION	19	LF	
		TOTALS			1

* INCLUDES EX. CABLE, SAG AND VERTICAL DROP TO DISCONNECT ENCLOSURE.

Exhibit "B"

HIGHWAY LIGHTING PLAN



DRAWN BY: TLL
CHECKED BY: MAH

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-0	ADAMS	1028	A10	2 OF 2
REVISIONS				
NO.	DATE	BY		

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit C

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit C

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT D

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

February 24, 2015

- 6.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

- 7.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- 8.** The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT G

Revised February 1, 2010

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT G

ANNOUNCEMENTS:

- **West Deer Community Spring Clean-Up Day**
The event will be held on **Saturday, April 29th**. Arrive at the Township Building at 9:00 a.m. for a 10:00 a.m. start.
The rain date will be **Sat., May 6.**

- **West Deer Police 6th Annual Golf Scramble**
Friday, May 5th at 9 a.m. at Pheasant Ridge Golf Club.
Benefits West Deer Township Police K9 Unit & DARE.

- **Televisions & Electronics Collection Event**
Saturday, May 13th from 9:00 a.m. to 1:00 p.m.
Pittsburgh Mills Parking Lot
(PA Resources Council expects to charge \$25/t.v.)

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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. Florentine

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OLD BUSINESS

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NEW BUSINESS

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**SET AGENDA / Regular Business Meeting
May 17, 2017**

6:00 p.m. – Public Hearing – Inter-Municipal Transfer of Liquor License

6:30 p.m. – 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. Accept Minutes
8. Monthly Financial Report
 - A. Finance Officer's Report
 - B. List of Bills
 - C. Utilities and Payroll
9. Police Chief's Report
10. Building Inspector/Code Enforcement Officer's Report
11. Report from the Parks & Recreation Board
12. Engineer's Report
13. Advertisement: Ordinance – Administrative Policies and Procedures
14. Authorize Advertisement: Sale of Police Vehicle
15. Purchase: Board iPads
16. Committee Reports
17. Old Business
18. New Business
19. Set Agenda: June 21, 2017
20. Comments from the Public
21. Adjournment

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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.

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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	—	—	—	—

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