

**ADOPTION: RESOLUTION NO. 2021-19 (29 DEER HOLLOW LANE SEWAGE PLANNING MODULE)**

RESOLUTION NO. 2021-19

RESOLUTION 2021-19 APPROVES THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE DEER HOLLOW LANE SINGLE RESIDENCE SEWAGE TREATMENT PLANT PLAN LOCATED AT 29 DEER HOLLOW ROAD, TARENTUM, PA IN THE R-2 SEMI-SUBURBAN RESIDENTIAL ZONING DISTRICT.

(SEE ATTACHED)

MR. SHOUP REVIEWED THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION PLANNING MODULE DOCUMENTS AND FOUND THE PLANNING MODULE TO BE IN PROPER ORDER. MR. SHOUP THEREFORE RECOMMENDED THAT IT BE APPROVED BY THE TOWNSHIP BY RESOLUTION.

MR. SHOUP.....

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2021-19 APPROVING THE PA DEP SEWAGE FACILITIES PLANNING MODULE FOR THE 29 DEER HOLLOW LANE SEWAGE PLANNING MODULE PLAN.

MOTION SECOND AYES NAYES

MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. KARPUZI	___	___	___	___

**Continued on next page.....**

I MOVE TO AUTHORIZE THE CHAIRMAN TO SIGN ON BEHALF OF THE WEST DEER TOWNSHIP THE ESCROW AND SRSTP MAINTENANCE AGREEMENTS BETWEEN THE TOWNSHIP AND MR. AND MRS. JOSHUA BOGGS AS PRESENTED.

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. FORBES	___	___	___	___
MR. KARPUI	___	___	___	___

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution No# 2021-19

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of West Deer Township  
(TOWNSHIP) (BOROUGH) (CITY), Allegheny County COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Josh Boggs has proposed the development of a parcel of land identified as  
land developer

29 Deer Hollow Lane, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision  
proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). Single residence sewage treatment plant

**WHEREAS**, West Deer Township finds that the subdivision described in the attached  
municipality  
Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of West Deer Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, West Deer Township  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # \_\_\_\_\_, adopted, June 16, 2021.

Municipal Address:

West Deer Township

109 East Union Road

Cheswick, PA 15024

Telephone 724-265-3680

Seal of  
Governing Body

**TRANSMITTAL LETTER  
 FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)

Date 4-20-2021

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Advanced Treatment, Inc.

Consultant \_\_\_\_\_ for Josh Boggs  
(Title) (Name)

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

Allegheny County County.  
(City, Borough, Township)

**Check one**

(i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed  revision  supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is  adopted for submission to DEP  transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

(ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

**Check Boxes**

- Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- Other (attach additional sheet giving specifics).

*Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.*

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

**Daniel J. Mator, Jr.**

*Municipal Secretary (print)*

*Signature*

*Date*

# **ADVANCED TREATMENT, INC.**

3013 WHITE PINE DRIVE GIBSONIA, PA 15044

Phone (724)935-0425 Fax (724)935-0426

e-mail: delacio.john@gmail.com

April 29, 2021

West Deer Township Municipal Building  
109 East Union Road  
Cheswick, PA 15024

Dear Sirs,

Enclosed is the DEP Planning Module application for review and approval for the Boggs property single residence sewage treatment plant. The 400 GPD system is being proposed to serve an existing three-bedroom dwelling at 29 Deer Hollow Lane. Since the attached forms must be dated on or after than **May 20, 2021**, the township may want to consider adopting the resolution at the next township meeting with the stipulation that the attached resolution and forms not be signed and dated until **May 20, 2021**, to assure no written comments are received within the allotted 30 days of the downstream notifications or public notifications that were sent out April 20, 2021. This will allow timely processing of the sewage abatement permitting process by addressing the resolution at the soonest scheduled township meeting and avoid delays in waiting for follow up township meetings.

- 1) Sign, date and check the appropriate boxes under the Municipal Action section of the attached DEP "**CHECKLIST**" form.
- 2) The form titled "**Resolution for Plan Revision**" must be signed and sealed by the Township.
- 3) Sign, print and date the bottom of the "**Transmittal Letter**".
- 4) An "**Inspection Agreement**" that allows for annual inspections and sampling of the proposed system must be included and signed by the Township, owner and inspector. The DEP requires the Township to acknowledge this agreement by signing the bottom of the enclosed agreement provided by an experienced inspector.
- 5) **Section Q**, page 6, of the enclosed "**Component 3s**" must be completed and signed by the Municipality.

The property applicant, Mr. Boggs can be reached at 724-594-3554.

Should you require additional information, please call me at the above number. **Please return two COMPLETED, original copies of the entire package to us to review and we will submit the package to DEP.**

Sincerely,  
John B. DeLacio

cc: Josh Boggs  
29 Deer Hollow Lane  
Tarentum, PA 15084



## CHECKLIST

The individual completing the component should use the checklist below to assure that all items are included in the module package.

### Small Flow Treatment Facilities

- Complete Component 3s form and attachments.
- USGS 7.5-minute topographic map with all planned and/or installed SFTFs plotted.
- Documentation required by the part of Section E appropriate to the project.
- Project description narrative.
- Documentation of chosen sewage management method (if applicable).
- Alternative analysis narrative.
- NA  Copy of public notification (if applicable).
- Plot plan.
- Site Investigation and Percolation Test reports for all soil profile examinations and percolation tests.
- PNDI "Project Planning & Environmental Review Form" (request DEP search) or "Project Environmental Review Receipt" (self completed search) and all appropriate documentation for the form submitted.
- NA  Completed Component 4 Planning Agency Review for each existing planning agency and/or health department (if applicable). (Planning Agency Comments are not required for repair proposals.)
- NA  Permeability information (if applicable).
- NA  Preliminary hydrogeology (if applicable).
- NA  Detailed hydrogeology (if applicable).

### Municipal Action

The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist. If the planning module is not complete, the municipality must inform the applicant of the deficiencies.

- Component 3s, with attachments.
- NA  Component 4, Planning Agency Comments (if applicable), with responses to any comments. Planning Agency Comments are not required in repair situations.
- NA  Proof of public notification (if applicable), any comments generated as a result of the public notice and responses to these comments.
- Adoption resolution.
- Transmittal Letter.

\_\_\_\_\_  
Signature of Municipal Official

\_\_\_\_\_  
Date Submitted/ Determined Complete

**INSPECTION AGREEMENT  
SINGLE RESIDENCE SEWAGE TREATMENT PLANT**

THIS AGREEMENT, made this 19 th. day of April, 2021, in duplicate, by and between Josh Boggs, owner (hereinafter referred to as "Owner")., of 29 Deer Hollow Lane, for a three-bedroom single family dwelling in West Deer Township, Allegheny County and Biehl Septic Maintenance acting as a subcontractor (hereinafter referred to as "Inspector"); and West Deer Township, (hereinafter referred to as "Township" or Municipality").

WHEREAS, the municipality holds the owner responsible for operating and maintaining the system in accordance with the items listed below,

WHEREAS, Owner's presently owns, either equitably or legally, real property situated on at 29 Deer Hollow Lane in West Deer Township, Allegheny County, Pennsylvania; and,

WHEREAS, Owner's real property described above has a wastewater disposal system consisting of a "single residence sewage treatment plant with a stream discharge" (hereinafter referred to as the "system"), with installed and operating or to be installed and operated on said real property; and,

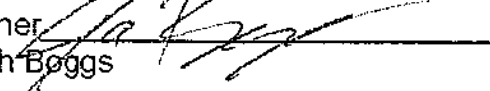
WHEREAS, Owner has requested the inspector to conduct the DEP required annual inspection of the system using the Inspector, and Inspector has agreed to be so upon the terms and conditions set forth herein beginning one year after the installation.

NOW THEREFORE, for and in consideration of the covenants contained here, the parties hereto agree as follows:

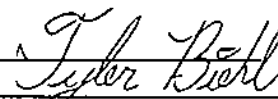
1. Owner agrees to permit the Inspector access to any entry upon the aforementioned real property to conduct routine inspections of the system, as set forth herein.
2. The Inspector shall conduct one (1) inspection per year, to include:
  - A. The operating status of the alarms and pumps.
  - B. The structural integrity of the all tanks, chlorine contact tank or uv unit, and all electrical connections.
  - C. Inspection of the aerobic unit or COCO filters for proper operation.
  - D. Operational effectiveness of the chlorine contact unit or UV Unit.
  - E. Inspection of the outfall for plugging and erosion.

3. At the time of the annual inspection, the Inspector shall sample the effluent for fecal coliform. Samples should be taken near the outlet of the chlorine contact tank or UV Unit and submitted to an approved Pennsylvania laboratory for analysis. The costs of the laboratory analysis will be at the Owner's expense, and are in addition to the standard inspection fee.
4. Verify that all tanks have been pumped every three years.
5. Results of the inspections should be submitted by the Inspector on the "Annual Maintenance Report" form to DEP and to the local Municipality by September 30 of each year.
6. The inspections shall be conducted during July through and September of each year during this agreement.
7. The Owner shall pay to the Inspector the sum of \$250.00 for each inspection made by the Inspector pursuant to this agreement, plus expenses for laboratory analyses, which sums shall be paid by the Owner to the Municipality within thirty (30) days of Owner's receipt of a billing statement.
8. This agreement shall be for a period of one (1) year from the date of installation, and shall automatically renew from year to year thereafter with the above inspector or equivalent Inspector. OWNER agrees to continue this agreement or transfer it to any future owners of the system for as long as this system is in operation.

This writing continues the complete and final agreement between the above-named parties, and becomes a legal bound contract when signed in the appropriate space provided below.

Owner:   
Josh Boggs

By: \_\_\_\_\_  
Township representative

By:   
Inspector: \_\_\_\_\_



## ANNUAL MAINTENANCE PROGRAM AND WARRANTY ACTIVATION FORM

Dear Customer,

Congratulations on your acquisition of a Premier Tech Aqua (PTA) treatment system! To activate your warranty, please complete and return this document to PTA. This document will also confirm your registration to our Annual Maintenance Program, which comes with a System Start-up Maintenance included in the purchase price of the system (in territories where this service is available, see Maintenance Program section on back for more details). As required by the local regulation in effect, your registration to the maintenance program must be renewed every year. A local service contractor will perform the annual maintenance of your system. Please do not hesitate to contact us at 1 800 632-6356 or write to us at pta@premiertech.com if you have any questions.

Customer's name: \_\_\_\_\_

Address of installation: \_\_\_\_\_

Number	Street	
City	Province	Postal Code

Mailing address: \_\_\_\_\_

Number	Street	
City	Province	Postal Code

Telephone: \_\_\_\_\_

Home Work

Preferred means of communication:  Mail  E-mail: \_\_\_\_\_

Language:  French  English

Models	Quantity	Installation date	Serial number
<input type="checkbox"/> Ecoflo® Biofilter	_____	_____	_____
<input type="checkbox"/> FDI	_____	_____	_____
<input type="checkbox"/> Sand Filter	_____	_____	_____
<input type="checkbox"/> DpEC Self-Cleaning	_____	_____	_____
<input type="checkbox"/> DiUV Self-Cleaning	_____	_____	_____
<input type="checkbox"/> DiUV Classic	_____	_____	_____

Residence type:  Principal  Secondary

Installation type:  New construction  Repair of existing system

If waterfront:  Lake  River  Ocean

Please indicate if your property is not accessible by car, and, if so, by which means of transportation you will make available to have the maintenance visit done by a Premier Tech Service Representative:  Boat  4X4  Air: \_\_\_\_\_  None

The section below is to be completed in the presence of the local service contractor performing the start-up maintenance on the treatment system (in territories where this service is available, see Maintenance Program section on back for more details)

I confirm that the maintenance partner explained the following to me:

- The content of the Owner's Manual,
- The functioning of my treatment system and all its internal components,
- The terms and conditions of the PTA Annual Maintenance Program and my obligations as a homeowner,
- The best practices regarding the use of my Ecoflo® as well as important instructions and guidelines about distances to be respected around the system and weight surcharges I must avoid placing near or on the treatment unit.

I confirm that the service contractor provided or had me sign the following:

- The PTA Annual Maintenance Program and Warranty Activation Form
- The PTA Maintenance Program flyer

Work order: \_\_\_\_\_

Equipment number: \_\_\_\_\_

- I was present during the Start-up Maintenance
- I have already completed this form online.

Initials: \_\_\_\_\_

Soil test performed by: \_\_\_\_\_  
Company's name

Plans designed by: \_\_\_\_\_  
Company's name

Installer: \_\_\_\_\_  
Company's name

Start-up Maintenance performed by: \_\_\_\_\_  
Company's name

Signed In: \_\_\_\_\_ this \_\_\_\_\_  
City Date

PREMIER TECH TECHNOLOGIES LTD

Represented by:



NICOLAS ROBITAILLE  
Senior Director Operations

I declare having read the information contained in the Owner's Manual as well as the PTA Maintenance Program and Agreement Terms & Conditions on back of this document, I understand this information, the scope of these conditions and my responsibilities as user of an onsite treatment system and I agree to adhere and annually renew the Annual Maintenance Program of PTA as required by the local regulation in effect.

Owner's signature

**IMPORTANT REMINDER**

According to certain regulations in effect, this document must be sent to your municipality as proof of registration with the Premier Tech Aqua Maintenance Program. Please inquire with your municipality.



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## TERMS & CONDITIONS

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### OBLIGATIONS OF PREMIER TECH

1. Premier Tech agrees, after all applicable fees have been paid by the User, to perform the maintenance services of the Treatment Systems and other components identified on the front of this document (hereinafter referred to as "Treatment Systems") installed on the property of the User for a period of one (1) year as required by the regulation in effect. Please refer to the Maintenance section of the Owner's Manual for more details regarding what is included and excluded in the maintenance service of your Treatment System.
2. The maintenance of the Treatment System must be performed by Premier Tech, a representative of Premier Tech or a qualified third party.
3. The price of the annual maintenance Agreement must be paid to Premier Tech by the User and renewed annually by the User. These costs cover the services detailed in the Owner's Manual. This amount does not include the cost of purchase, installation, replacement or any repair required on a Treatment System not covered by the manufacturer as per the terms of the Warranty Certificate of the system inside the Owner's Manual.

For more information about the maintenance of your Treatment System, please consult the Owner's Manual or contact us at 1 800 632-8356. One of our Customer Service representatives will be happy to assist you. Premier Tech and the User acknowledge that this Agreement is related to the purchase of a Treatment System by the User and that it is only valid if such a purchase was made.

### OBLIGATIONS OF USER

4. The User agrees to provide a duly completed and signed copy of this Agreement to Premier Tech in order for the annual maintenance to be performed on the Treatment System and the warranty to be honored by Premier Tech. A valid maintenance Agreement being an essential condition to the validity of the warranty of the Treatment System (please refer to section 4 of the Certificate of Warranty of the Owner's Manual).
5. When local regulation in effect require it, the User agrees to provide a duly complete and signed copy of this Agreement to the municipality where the Treatment System was installed (please validate if this is necessary with your municipality).
6. The User agrees to grant access to the installed Treatment System to Premier Tech, a representative of Premier Tech or a duly authorized third party in order for the maintenance to be properly completed. The lids of the Treatment System shall at all times remain accessible and free of any encumbrance. Additional fees will be charged to the User if the annual maintenance must be postponed to a later date if Premier Tech, a representative of Premier Tech or a qualified third party cannot access the Treatment System to perform the maintenance as planned.
7. Should the access of the User's premises not be practicable for vehicles, the User agrees to provide to Premier Tech, a representative of Premier Tech or a qualified third party with reasonable and practicable access so that the services detailed in this Agreement can be performed.
8. The User acknowledges receipt of a copy of the Treatment System Owner's Manual from Premier Tech or the installer of the Treatment System. The User acknowledges having read and understood this document and agrees to comply with the directions and guidelines contained in the Owner's Manual regarding the use of the Treatment System.
9. The User hereby agrees to keep the Owner's Manual, the Annual Maintenance Program and Warranty Activation Form, the Warranty Certificate and the Proof of Maintenance provided annually by Premier Tech, a representative of Premier Tech or a qualified third party. The User also agrees to provide all these documents, to any subsequent purchaser of the premises so that the new User may benefit from the PTA Maintenance Program, enjoy the protections offered by all Premier Tech warranties and be informed of the terms and conditions of the Warranty Certificate and of the obligations of the User of an onsite treatment system.
10. The User agrees to make no changes in the use or function of the building serviced by the purchased Treatment System, nor any modification to the system's installation as originally specified and approved by the municipality under applicable laws and regulations. Any change or modification shall only be made if pre-authorized jointly by the municipality and Premier Tech. Any change or modification without prior authorization from Premier Tech will void the warranty of the Treatment System.

### GOVERNING LAWS AND JURISDICTION

#### 11. For Canadian customers:

- 11.1 The present Agreement shall be interpreted and governed in accordance with the laws applicable in the Province of Quebec, Canada.
- 11.2 Parties agree to elect the courts of the district of Kamouraska (Province of Quebec, Canada) exclusively as the proper forum for the hearing of any claim or legal proceedings in connection with the present Agreement.

#### 12. For U.S. customers:

- 12.1 This Agreement shall be governed by the laws in effect in the State in which this Agreement has been entered into.
- 12.2 The Parties agree, in respect to any claim or legal proceedings for any purpose whatsoever in connection with this Agreement, to elect the county of Bucks County (Pennsylvania) as the proper forum for the hearing of any claim or legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the requirements of the law.
- 12.3 For Arkansas, California, Florida, New Jersey, North Carolina, Ohio, Virginia and Washington, please validate the requirement of the local regulation in effect with your municipality to find out more about the responsibility of the homeowner regarding the maintenance of a wastewater treatment system for an isolated dwelling.

### MAINTENANCE PROGRAM (START-UP MAINTENANCE AND ANNUAL VISIT)

Depending on the territories, the purchase price of the Ecoflo® Biofilter may include one of the two following maintenance services:

1. The costs of the Start-up Maintenance of the system for which a local service partner will visit the property within 90 days of the activation of the Ecoflo® Biofilter to explain the functioning of the septic system, its annual maintenance program and perform a visual inspection to verify that:
  - a) the tipping bucket and distribution plates are properly in place
  - b) the electrical equipment (if applicable) has been hooked-up
  - c) guidelines regarding distances around the system and surcharges to avoid placing on the unit have been respectedor
2. The costs of the first annual maintenance which will be performed by the local service partner during the year following the purchase of the system.

Contact the PTA Customer Service at 1 800 632-8356 for more details or if you have any questions.

#### IMPORTANT

The system's Start-Up Maintenance Visit consist of a visual inspection limited to the products manufactured or sold by Premier Tech Aqua and it excludes any validation of the proper installation or functioning of the treatment system.

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1, avenue Premier, Rivière-du-Loup (Québec) G5R 6C1, CANADA  
☎ 1 800 632-6356 / 418 867-8883 ☎ 418 862-6642  
✉ pta@premiertech.com ✉ premiertechnaqua.com

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Code No.:	_____
<input type="checkbox"/> New System	<input checked="" type="checkbox"/> Repair

## SEWAGE FACILITIES PLANNING MODULE

### Component 3s. Small Flow Treatment Facilities (SFTF)

*(Return completed module package to appropriate municipality)*

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

This Component is used to satisfy the sewage facilities planning requirements for projects proposing the use of Small Flow Treatment Facilities (SFTF). An SFTF is an individual or community sewerage system designed to adequately treat sewage flows not greater than 2,000 gallons per day (gpd) for final disposal using a stream discharge or other disposal methods approved by DEP.

If the SFTF is proposed as a repair to an existing malfunctioning sewage system, complete Component 3s Sections A through H, J, N, P, Q and R. (In HQ/EV watersheds, Section O must also be completed.)

All other SFTF proposals must complete sections A through J and N through R. Sections K, L and M must be completed if indicated by DEP or if justified by preliminary test results.

**A. PROJECT INFORMATION AND QUALIFICATION** (See Section A of instructions)

1. Project Name Boggs Property
2. Brief Project Description Installation of a 400 GPD single residence sewage treatment plant to serve an existing three bedroom dwelling
3. Qualification

Answer the following questions. Check all answers that apply.

- |    |                                     |                          |   |
|----|-------------------------------------|--------------------------|---|
|    | Yes                                 | No                       |   |
| a. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is the SFTF proposed to serve a new residential dwelling(s) or commercial facility which will generate domestic wastewater not containing industrial waste and which will generate a total sewage flow of no more than 2,000 gallons per day (gpd)?   |
|    |                                     |                          | or  |
|    |                                     |                          | Is the SFTF proposed to repair a malfunctioning sewage system generating no more than 2,000 gpd?  |
| b. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are "Site Investigation and Percolation Test Report" forms attached to this module that document sufficient testing was performed to establish that the soils on this property are unsuitable for installation of any type of individual or community onlot disposal system (other than an Individual Residence Spray Irrigation System (IRSIS))? |
| c. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is the proposed discharge into a stream that is NOT classified as a High Quality (HQ) or Exceptional Value (EV) in Title 25 PA Code Chapter 93?   |
|    | <input type="checkbox"/>            | n/a                      | n/a may only be chosen if the proposed SFTF will not discharge to a surface water body. Please see the discussion of treatment and disposal options in Section H of the instructions for more information.  |

In general, if the answer to any of the above questions is "No," the SFTF cannot be used at this site. However, under Title 25 Pa. Code Chapter 95, discharge to streams classified as HQ or EV can be justified in certain repair situations. Please refer to the instructions attached to this component or contact the DEP regional office for more information.

**B. CLIENT (MUNICIPALITY) INFORMATION** (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
West Deer	Allegheny	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
French	Judi			Administrative Assistant
Additional Individual Last Name	First Name	MI	Suffix	Title
Municipality Mailing Address Line 1	Mailing Address Line 2			
109 East Union Road				
Address Last Line -- City	State	ZIP+4		
Cheswick	PA	15024		
Phone + Ext.	FAX (optional)	E-mail (optional)		
724-265-3680		info@westdeertownship.com		

**C. SITE INFORMATION** (See Section C of instructions)**Site (Land Development or Project) Name**

Boggs Application				
Site Location Line 1	Site Location Line 2			
29 Deer Hollow Lane				
Site Location Last Line -- City	State	ZIP+4	Latitude	Longitude
Tarentum	PA	15084	40-36-11.99	79-48-53.86
Detailed Written Directions to Site From Russelton PA take Little Deer Creek Valley Road north 1/2 miles to right onto Creighton Russelton Road. Go 1.2 miles to right onto Russelton Road. Go 0.5 miles to right onto Deer Hollow Lane. Go 600 feet to 29 Deer Hollow Lane on left.				
Description of Site Moderately sloped residential parcel				

**Site Contact (Developer/Owner) Josh Boggs**

Last Name	First Name	MI	Suffix	Phone	Ext.
Boggs	Josh			724-594-3554	
Site Contact Title	Site Contact Firm (if none, leave blank)				
Owner					
FAX	E-mail				
	boggsjosh116@gmail.com				
Mailing Address Line 1	Mailing Address Line 2				
29 Deer Hollow Lane					
Mailing Address Last Line -- City	State	ZIP+4			
Tarentum	PA	15084			

**D. PROJECT CONSULTANT INFORMATION** (See Section D of instructions)

Last Name	First Name	MI	Suffix
DeLacio	John		
Title	Consulting Firm Name		
President	Advanced Treatment, Inc.		
Mailing Address Line 1	Mailing Address Line 2		
3013 White Pine Drive			
Address Last Line -- City	State	ZIP+4	Country
Gibsonia	Pa	15044	USA
E-mail	Phone	Ext.	FAX
delacio.john@gmail.com	724-935-0425		724-935-0426

**E. AVAILABILITY OF DRINKING WATER SUPPLY**

The Project will be provided with drinking water from the following source: (Check appropriate box)

- Individual wells or cisterns.
- A proposed public water supply.
- An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Fawn Frazer Water Authority

**F. PROJECT NARRATIVE (See Section F of instructions)**

- A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

**G. GENERAL SITE SUITABILITY AND PROPOSED WASTEWATER DISPOSAL FACILITIES**

(See Section G of instructions)

**1. PLOT PLAN**

The following information is to be submitted on a plot plan of the proposed subdivision.

- |  |  |
|--|--|
| a. Location of all soil profiles and percolation tests.                            | j. Surface waters.   |
| b. Slope at each test area.  | k. Wetlands – from National Wetland Inventory Mapping and USDA Hydric Soils Mapping.             |
| c. Soil types and boundaries.  |  |
| d. Location of proposed treatment units and discharge point.                       | l. Floodplain or floodprone area soils, floodways (Federal Flood Insurance Mapping).             |
| e. Existing and proposed streets, roadways, access roads, etc.                     |  |
| f. Lot lines and lot sizes.  | m. Designated open space areas.  |
| g. Existing and proposed rights-of-way.  | n. Remaining acreage under the same ownership and contiguous lots.                               |
| h. Existing and proposed drinking water supplies for proposed and contiguous lots. | o. Existing onlot or sewerage systems; pipelines, transmission lines, etc., in-use or abandoned. |
| i. Existing buildings.   | p. Prime agricultural land.  |
|  | q. Orientation to North.   |

**2. RESIDUAL TRACT PLANNING WAIVER REQUEST**

A waiver from sewage facilities planning  is,  is not requested for the residual land tract associated with this project. (See Sections N and Q, Component 4 and instructions for additional information.)

**3. SOCIAL OR ECONOMIC JUSTIFICATION**

Yes No

- Will the proposed project result in a new or increased discharge into special protection waters as identified in Chapter 93? If yes, attach the Social or Economic Justification (SEJ) required by Section 93.4c.

4. WETLAND PROTECTION

Yes No

- a.   Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
- b.   Are there any construction activities (encroachments or obstructions) proposed in, along or through the wetlands? If yes, identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Title 25 Pa. Code Chapter 105. Identify any project impacts on HQ or EV streams and address impacts of the permitting requirements of said encroachments on the project.

5. PRIMARY AGRICULTURAL LAND PROTECTION

Yes No

- a.   Will your project involve the disturbance of any prime agricultural lands? If yes, indicate any alternatives to this disturbance that were considered and the reasons they were not deemed feasible. Identify any primary or secondary impacts of the project on the Commonwealth's prime agricultural lands. Evaluate alternatives to avoid or mitigate undesirable impacts. The selected sewage facilities plan must be consistent with local measures in place to protect prime agricultural lands.

6. HISTORIC PRESERVATION ACT

Yes No

- Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance (012-0700-001) *Implementation of the PA State History Code* (available on-line at DEP's website at [www.dep.state.pa.us](http://www.dep.state.pa.us), select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice (CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

**H. TREATMENT AND DISPOSAL OPTIONS** (See Section H of instructions)

Check the appropriate box and supply the required information.

- 1. Spray irrigation or other land application is proposed and the requirements of Section H.1. of the planning module instructions are attached.
- 2. A discharge to a dry stream channel is proposed and the requirements of Section H.2. of the planning module instructions are attached.
- 3. A discharge to a perennial surface waterbody is proposed and the requirements of Section H.3. of the planning module instructions are attached.

**I. ALTERNATIVE ANALYSIS** (See Section I of instructions)

- An alternative analysis has been prepared as described in Section I of the attached instructions and is attached to this component.

The applicant may wish to include additional factors beyond those required to support the SFTF alternative.

Complete the following sections (K, L and/or M) only if marked . If none are marked, go directly to Section N.

**PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES**

Check one:

- The Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.
- A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at [www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us) , and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials JBD

**PERMEABILITY**

- The information required in Section K of the instructions is attached.

**PRELIMINARY GEOLOGICAL**

- The information required in Section L of the instructions is attached.

**DETAILED HYDROGEOLOGICAL STUDY**

- The information required in Section M of the instructions is attached.

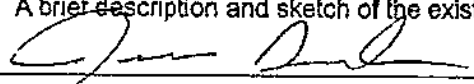
**SEWAGE ENFORCEMENT OFFICER ACTION**

1. I have confirmed the information relating to the general suitability for onlot sewage disposal contained in this component. Confirmation of this information was based upon on-site verification of soil tests, general site conditions and other generally available soils information. The proposed development site:

- Is not suitable for onlot disposal. (See my attached comments regarding this determination).
- Cannot be evaluated for suitability because of insufficient soils testing.

2. Residual Tract Facilities (For use only when there is an existing onlot disposal system on the residual tract)

- I have inspected the lot on which the existing building and existing onlot disposal system is located and have concluded, based on soils mapping or soils evaluation, permit information or site inspection that the long-term sewage disposal needs of this site and the building currently served can be met. (Required)
- I further acknowledge that no violations of the Sewage Facilities Act are known to me or have become apparent as a result of my site inspection. No inferences regarding future performance of the existing onlot disposal system should be drawn from this acknowledgement. (Required)
- A brief description and sketch of the existing system and site is attached. (Optional)

  
Signature of Certified Sewage Enforcement Officer having jurisdiction  
in municipality where development is proposed

3784  
Certification #

4/29/21  
Date

**O. PUBLIC NOTIFICATION** (See Section O of Instructions)

- NA  Attached is a copy of the public notice, all comments received as a result of the notice and the municipal response to these comments.
- No comments were received. A copy of the public notice is attached.

**P. FALSE SWEARING STATEMENT** (See Section P of Instructions)

I verify that the statements made in this Sewage Facilities Planning Module are true and correct to the best of my knowledge, information and belief. I understand that false statements in this document is subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

John DeLacio  
 Name (Print)  
 President  
 Title  
 724-935-0425  
 Telephone Number

  
 Signature  
 3013 White Pine Drive, Gibsonia, PA 15044  
 Address

**Q. MUNICIPAL ACTION** (For completion by the municipality, see Section Q of instructions)

This section is to be completed by the municipality in assurance of long term operation and maintenance responsibilities and/or if a waiver of the planning requirements has been requested for the residual tract of the subdivision.

1. Sewage Management
  - Yes No
  - a.   Is a sewage management ordinance that will address this proposal already in effect?
  - b. If yes, what is the identification number and the effective date of the ordinance?  
 \_\_\_\_\_
  - c. If no, the appropriate documentation describing and confirming the sewage management method to be used must be attached (see Section Q of the instructions).
  - d. If sewage management is not proposed, explain why (see Section Q of the instructions for cases where sewage management may not be required).  
 \_\_\_\_\_

2.  A waiver of the planning requirements for the residual tract of this subdivision has been requested and a copy of the appropriate deed, plot plan or deed notice is attached.

The municipality acknowledges acceptance of this proposal and requests a waiver of the sewage facilities planning requirements for the residual tract designated on the subdivision plot plan. Our municipal officials accept full responsibility now and in the future to identify any violation of this waiver and to submit to the approving agency any required sewage facilities planning for the designated residual tract should a violation occur or construction of a new sewage-generating structure on the residual tract of the subdivision be proposed. We understand that such planning information may require municipal officials to be responsible for soil testing and other environmental assessments for the residual tract in the future.

Chairperson or Secretary of Governing Body	Signature	Date
Municipality Name		
Address	Address	
	(Area Code) Telephone No. ( )	



**R. PLANNING MODULE REVIEW FEE (See Section R of instructions)**

The Sewage Facilities Act establishes a fee for DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor OR the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. Check the appropriate box.

- I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.
- I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of \$\_\_\_\_\_ payable to "Commonwealth of PA, DEP." Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP may return my check or money order and send me an invoice for the correct amount. I understand DEP's review will NOT begin until I have submitted the correct fee.
- I request to be exempt from the DEP planning module review fee because this planning module creates only one new lot and is the only lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption request.

County Recorder of Deeds for \_\_\_\_\_ County, Pennsylvania  
 Deed Volume \_\_\_\_\_ Book Number \_\_\_\_\_  
 Page Number \_\_\_\_\_ Date Recorded \_\_\_\_\_

- I request to be exempt from the DEP planning module review fee because this planning module is proposed to repair a malfunctioning onlot sewage disposal system.

Formula:

A new surface or sub-surface discharge of 2000 gpd or less will use:

# \_\_\_\_\_ Lots (or EDUs) X \$35.00 = \$ \_\_\_\_\_

The fee is based upon:

- The number of lots created or number of EDUs, whichever is greater.
- An EDU is equal to a sewage flow of 400 gallons per day.
- For other than single-family residential projects, EDUs are calculated using projected population figures.

**STOP - CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 THREE WORKING DAYS NOTICE  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776

**Boggs Application 400 GPD Single Residence Sewage Treatment Plant  
COMPONENT 3S - SECTION H2, G4 & G5**

**H2-**The attached topo map shows the property boundaries and point of discharge. The first named downstream watercourse is Little Deer Creek (TSF). The quantity of discharge is 400 GPD. The quality of discharge will be as stated in the design manual for small flow treatment facilities and as indicated by NSF testing and approval to meet the following standards:

Monthly average	
CBOD(5)	10
Total Suspended Solids	10
Fecal Coliform Bacteria	200/100 ml
pH	6.0 to 9.0

There should be no seasonal variations in the flow since the dwelling will be occupied by the same family members throughout the year.

**G4 & G5-**There are no hydric soils listed in the Web Soils Survey website, and there are no prime agricultural soils designated on the parcel and no farming or agricultural activities taking place. All areas where construction will take place are maintained lawn areas. All disturbed areas will be restored to original site conditions and seeded.

There are no water wells within 200 feet of the drainage swale between the point of discharge and perennial conditions.

Engineers Report & Project Narrative  
Boggs Application  
West Deer Township, Allegheny County  
March 27, 2021

The attached application is a proposal to install a 400 GPD single residence sewage treatment plant to be located at 29 Deer Hollow Lane in West Deer Township, Allegheny County. The existing property contains a three-bedroom dwelling with a mal functioning on lot sewage system. The property is owned by Joshua Boggs. The discharge will be into an existing drainage channel located on the property which flows to Little Deer Creek, a TSF creek.

The system capacity will be equivalent to 1 EDU. The parcel owned by Mr. Boggs is 1.39 acres. Total land disturbance will be less than 1/8 acre. No structures or buildings will be demolished. Fawn-Frazer Water Authority provides water to this and adjacent homes in the area.

The proposed sewage disposal method is a single residence sewage treatment plant. It is designed for a flow of 400 GPD. From the existing dwelling the sewage will flow to a new 1,000-gallon concrete dual compartment septic tank then through a Premier Tech EC7-500-C-P coco filter tank with an integrated UV unit. From here the treated effluent will flow to the point of discharge which is an existing privately owned concrete storm sewer inlet located on the Boggs property.

Although public water serves the applicants dwelling and surrounding homes, there is one dwelling with a water well located approximately 250 feet from the drainage channel between the point of discharge and perennial conditions. Adjacent properties are residential sites with on lot sewage systems. All existing and proposed drinking water uses will be protected and the effluent should not create a public health hazard or nuisance as long as long as the owner properly maintains the sewage system according to accepted practices and follows all requirements that might be outlined in maintenance agreements that will be in effect. Required monitoring documents will assure that the proposed sewage system is capable of producing an effluent suitable for discharge without polluting surface waters and/or groundwater.

The sewage flow is directed through the components of the system so that the treated effluent from the outfall pipe is generally a trickle. The effluent infiltrates into the channel bottom during dry periods not far from the point of discharge.

The only excavations will be for the tanks (10 ft. wide by 35 ft. long by 6 ft. deep). No trees or vegetation will be removed or destroyed during the sewage system installation. If water is encountered in any excavation and pumping is required, the pumped water will be pumped through a water filter bag to a vegetated area.

Seeding and mulching rates will be as follows: Formula B-Perennial ryegrass-Red Fescus-Kentucky Bluegrass:% live seed = 98%: Application Rate = 102 lbs./Acres: Fertilization Rate = 10-20-20: Fertilization Application Rate = 678 lbs./Acres: Liming Rate = 1.94 lbs./Acres: Mulch Type = Straw: mulching Rate = 2.9 Tons/Acres.

Component 3S, Section F Summary:

1. Total Lots = 1, no remaining acreage. This is not a subdivision.
2. 1 EDU.
3. Projected Flow = 400 GPD.
4. One SRSTP serving one dwelling.
5. 1.39 Acres owned/developed.
6. Remaining acreage = 0.00

Alternative Report  
Boggs Property  
West Deer Township, Allegheny County  
April 22, 2021

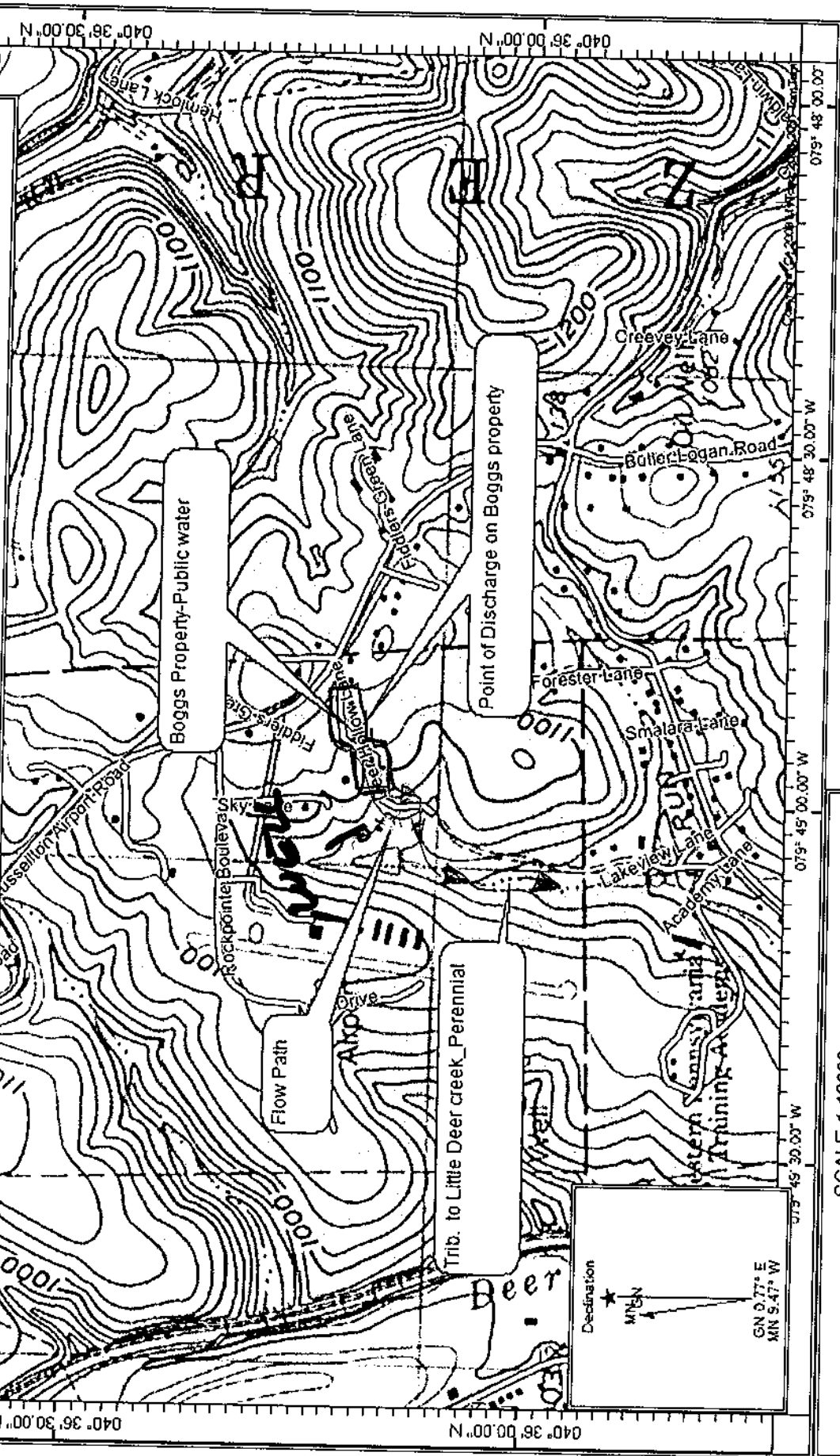
1. The proposed sewage disposal method is a single residence sewage treatment plant. It is designed for a flow of 400 GPD. From the existing dwelling the sewage will flow to a new 1,000-gallon concrete dual compartment septic tank then through a Premier Tech EC7-500-C-P coco filter tank with an integrated UV unit. From here the treated effluent will flow to the point of discharge located on the Boggs property.
2. There is not a method of sewage disposal identified by the municipality's Official Sewage Plan.
3. The SRSTP was chosen as there is not sufficient area with suitable soils for a spray irrigation system and the soils were identified by the Township's sewage enforcement officer as not supportive of any other acceptable type of on lot sewage system due to a limiting zone less than 10 inches.
4. Spray Irrigation, drip irrigation, AB, Eljen, sand mound or a standard in ground system cannot be located on this parcel due to poor soil conditions and/or steep slopes and a limiting zone less than 10 inches.
5. No other existing sewage problems in the area of the proposal are described in the municipality's Official Sewage Plan.
6. There are no proposed replacement sewage disposal systems planned. The owner acknowledges that the SRSTP will be abandoned if and when an ultimate replacement such as municipal sewer line is installed at or near the owner's property.
7. All adjacent land uses are residential, and since no public sewage is available, it is assumed that on lot systems located to the north, east south and west of this parcel serve those land uses.

Map Name: NEW KENSINGTON WEST (PA)  
Print Date: 04/20/21

Scale: 1 inch = 1,000 ft.

Map Center: 040° 36' 11.99" N 079° 48' 53.86" W

Horizontal Datum: NAD27



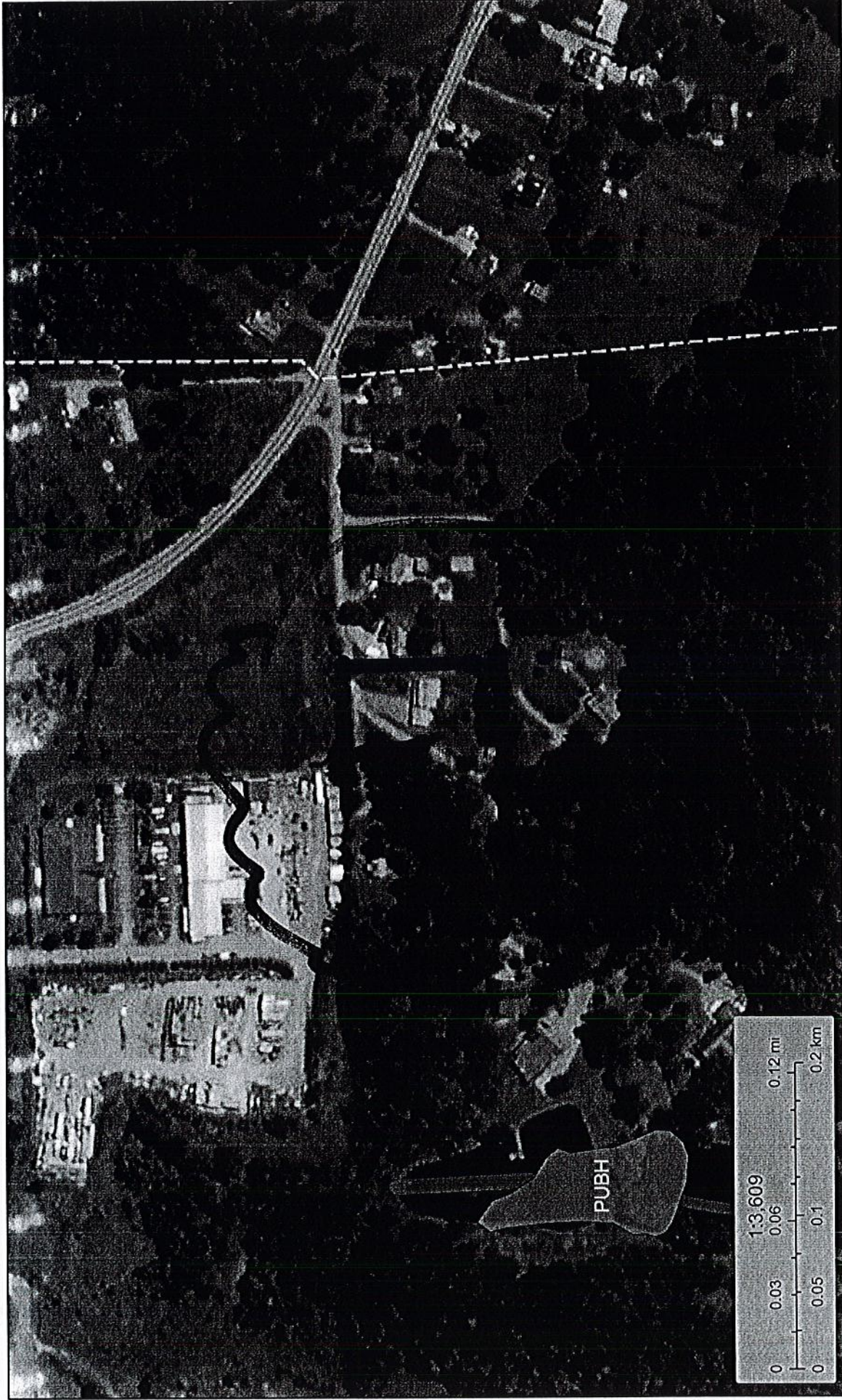
Boggs Property  
West Deer Township  
Allegheny County



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Boggs property



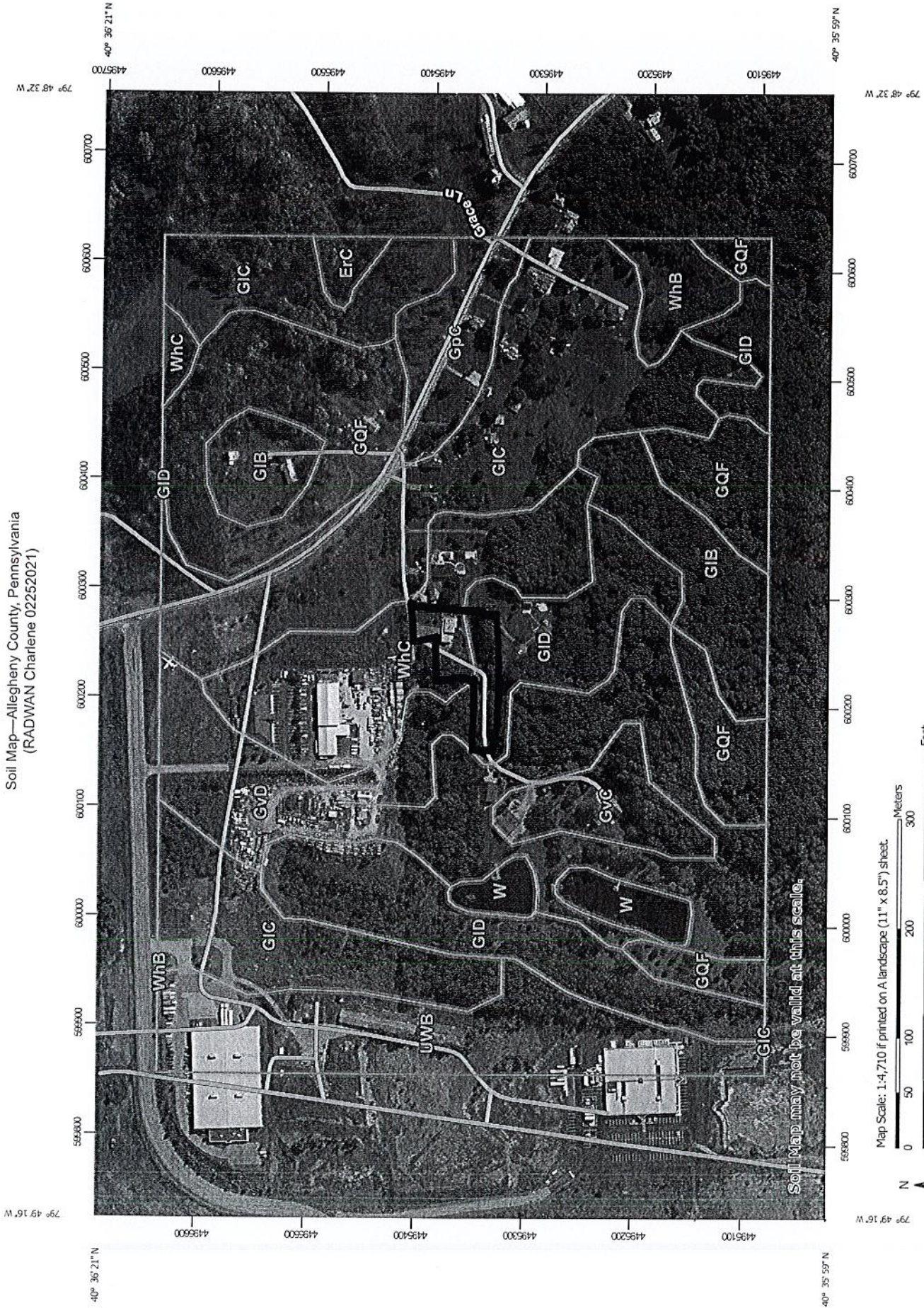
April 20, 2021

### Wetlands

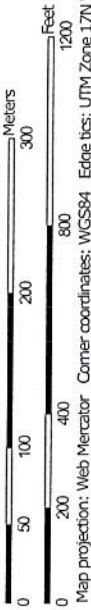
-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Soil Map—Allegheny County, Pennsylvania  
(RADWAN Charlene 02252021)



Map Scale: 1:4,710 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

## MAP LEGEND

	Area of Interest (AOI)		Soil Map Unit Polygons		Spoil Area
	Area of Interest (AOI)		Soil Map Unit Lines		Stony Spot
	Soils		Soil Map Unit Points		Very Stony Spot
	Special Point Features		Blowout		Wet Spot
	Blowout		Closed Depression		Ollier
	Borrow Pit		Gravel Pit		Special Line Features
	Clay Spot		Gravelly Spot		Streams and Canals
	Closed Depression		Landfill		Transportation
	Gravel Pit		Lava Flow		Rails
	Gravelly Spot		Marsh or swamp		Interstate Highways
	Landfill		Mine or Quarry		US Routes
	Lava Flow		Miscellaneous Water		Major Roads
	Marsh or swamp		Perennial Water		Local Roads
	Mine or Quarry		Rock Outcrop		Background
	Miscellaneous Water		Saline Spot		Aerial Photography
	Perennial Water		Sandy Spot		
	Rock Outcrop		Severely Eroded Spot		
	Saline Spot		Sinkhole		
	Sandy Spot		Slide or Slip		
	Severely Eroded Spot		Sodic Spot		

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Allegheny County, Pennsylvania  
Survey Area Data: Version 16, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 27, 2011—Sep 23, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



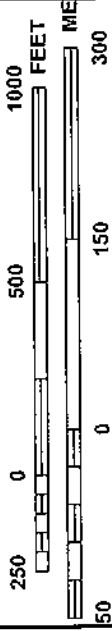
## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
ErC	Ernest silt loam, 8 to 15 percent slopes	0.7	0.6%
GIB	Gilpin silt loam, 3 to 8 percent slopes	6.4	6.1%
GIC	Gilpin silt loam, 8 to 15 percent slopes	26.1	24.7%
GID	Gilpin silt loam, 15 to 25 percent slopes	14.6	13.8%
GpC	Gilpin-Upshur complex, 8 to 15 percent slopes	3.5	3.3%
GQF	Gilpin-Upshur complex, very steep	13.9	13.1%
GvC	Guernsey-Vandergrift silt loams, 8 to 15 percent slopes	2.9	2.8%
GvD	Guernsey-Vandergrift silt loams, 15 to 25 percent slopes	14.9	14.1%
UWB	Urban land-Wharton complex, gently sloping	9.4	8.9%
W	Water	2.0	1.9%
WhB	Wharton silt loam, 3 to 8 percent slopes	1.9	1.8%
WhC	Wharton silt loam, 8 to 15 percent slopes	9.5	9.0%
<b>Totals for Area of Interest</b>		<b>105.8</b>	<b>100.0%</b>

National Flood Insurance Program at 1-800-638-6620.



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0227H

FIRM FLOOD INSURANCE RATE MAP ALLEGHENY COUNTY, PENNSYLVANIA (ALL JURISDICTIONS)

PANEL 227 OF 558

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

Table with columns: COMMUNITY, NUMBER, PANEL, SUFFIX. Rows: FRASER, INDIANA, WEST OBER.

Notice to User: The Map Number shown below should be used when placing map orders...



MAP NUMBER 42003C0227H

MAP REVISED SEPTEMBER 26, 2014

Federal Emergency Management Agency



44-95-0000 N

This is an official FIRMSets showing a portion of the above-referenced flood map created from the MSC FIRMSets Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block...

**DEP/PHMC POLICIES AND PROCEDURES  
IMPLEMENTATION OF THE HISTORY CODE  
LIST OF EXEMPTIONS  
May 2006**

These DEP Permits are Exempt	Unless these qualifying conditions apply
<p><b>FOR ALL BUREAUS</b></p> <p style="text-align: center;"><b>NOVE</b></p>	<p>Permitted activities which may affect Historic Resources on the National Register of Historic Places are not exempt regardless of size.</p>
<p><b>A. BUREAU OF AIR QUALITY</b></p> <p>Air Quality Plan</p> <p>Air Quality Operating Permit</p>	<p>Exempt unless more than 10 acres of earth disturbance.</p>
<p><b>B. BUREAU OF WASTE MANAGEMENT</b></p> <p>Projects which do not involve earth disturbance</p> <p>Facilities operating under permit-by-rule provisions</p>	
<p><b>C. BUREAU OF RADIATION PROTECTION</b></p> <p>Naturally Occurring and Accelerator Produced Radioactive Materials (NARM) Licenses</p>	
<p><b>D. BUREAU OF OIL AND GAS MANAGEMENT</b></p> <p>Individual Well Permits (normally only ½ to 1½ acre in size)</p> <p>DEP contracts for plugging wells</p> <p>Well registration</p> <p>Pillar Permits</p> <p>Underground Injection Control Permit</p> <p>NGPA Gas Well Classification Determinations</p> <p>Clean Streams Law Part II Permits for disposal wells and treatment facilities</p>	<p>Exempt unless more than 10 acres of earth disturbance.</p>

**DEP/PHMC POLICIES AND PROCEDURES  
IMPLEMENTATION OF THE HISTORY CODE  
LIST OF EXEMPTIONS  
May 2006**

These DEP Permits are Exempt	Unless these qualifying conditions apply
<b>FOR ALL WATER MANAGEMENT BUREAUS</b>	The following Water Management permits are exempt unless the project also requires a NPDES Individual Permit for Storm Water Discharges Associated with Construction Activities (NPDES Construction Permit) <u>and</u> the earth disturbance is greater than 10 acres.
<b>E. BUREAU OF WATERSHED MANAGEMENT</b> <ul style="list-style-type: none"> <li>I. Division of Waterways, Wetlands and Stormwater Management                             <ul style="list-style-type: none"> <li>1. Chapter 105 Emergency Permit</li> <li>2. Chapter 105 General Permit</li> <li>3. NPDES General Permit for Storm Water Discharges Associated with Construction Activities (NPDES Construction Permit)</li> <li>4. NPDES Individual Permit for Storm Water Discharges Associated with Construction Activities (NPDES Construction Permit)</li> </ul> </li> <li>II. Division of Water Use Planning                             <ul style="list-style-type: none"> <li>1. Water Allocation Permit</li> </ul> </li> <li>III. Division of Conservation Districts and Nutrient Management                             <ul style="list-style-type: none"> <li>1. CAFOs</li> </ul> </li> </ul>	<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;">                     Exempt unless more than 10 acres of earth disturbance.                 </div>
<b>F. BUREAU OF WATER STANDARDS AND FACILITY REGULATION</b> <ul style="list-style-type: none"> <li>I. Division of Planning and Permits                             <ul style="list-style-type: none"> <li>1. National Pollutant Discharge Elimination System (NPDES) Permit for Sewage Discharge</li> <li>2. Water Quality Management (Permit - Sewage Treatment Plants, Pump Stations or Sewer Extensions)</li> <li>3. General National Pollutant Discharge Elimination System (NPDES) Permits</li> <li>4. National Pollutant Discharge Elimination System (NPDES) Permit for Industrial Wastewater</li> <li>5. General Water Quality Management Permits.</li> <li>6. Water Quality Management Permit (Industrial Wastewater)</li> </ul> </li> </ul>	

These DEP Permits are Exempt	Unless these qualifying conditions apply
<p>7. Planning Approval Under the Sewage Facilities Act</p> <ul style="list-style-type: none"> <li>a. Component 1 – Exception to the Requirement to Revise the Official Plan</li> <li>b. Component 2 – Individual and Community Onlot Disposal of Sewage</li> <li>c. Component 3 – Sewage Collection and Treatment Facilities</li> <li>d. Component 3s – Small Flow Treatment Facilities</li> <li>e. Exemption from Sewage Facilities Planning</li> </ul> <p>II. Division of Operations Monitoring and Training</p> <ul style="list-style-type: none"> <li>1. Public Water Supply Permits that do not involve any earth moving activity</li> <li>2. Public Water Supply Permits for wells</li> <li>3. Other Public Water Supply Permits</li> </ul>	<p>Exempt unless more than 10 acres of each disturbance.</p> <p>Exempt unless more than 10 acres of earth disturbance.</p> <p>Exempt unless more than 10 acres of earth disturbance.</p> <p>Exempt unless more than 10 acres of earth disturbance.</p>
<p><b>G. BUREAU OF WATERWAYS ENGINEERING</b></p> <p>I. Division of Dam Safety</p> <ul style="list-style-type: none"> <li>1. Limited Power Permit – Major Water Power Project</li> </ul>	
<p><b>H. BUREAU OF MINING AND RECLAMATION</b></p> <p>Permit Renewals/Transfers</p> <p>Permits for Small Non-Coal Mining (<math>\leq 2,000</math> tons per year)</p> <p>Permits for Non-Coal Mining <math>&lt; 10,000</math> tons per year</p> <p>Coal/Non-Coal Exploration Notices</p> <p>Deep Mine Provisions</p> <p>Bonding authorizations within an approved Surface Mining Permit</p> <p>Strip mine reclamation using on-site previously disturbed material</p> <p>Portals without permanent linings or facings</p> <p>Exploratory drilling or well drilling</p> <p>Abandoned mine refuse pile grading or fire extinguishment</p> <p>Drainage control work in previously disturbed areas</p>	

## 1. PROJECT INFORMATION

Project Name: **Boggs Property**

Date of Review: **4/20/2021 01:14:35 PM**

Project Category: **Waste Transfer, Treatment, and Disposal, Liquid waste/Effluent, Wastewater treatment plant (construction, expansion or modification)**

Project Area: **1.60 acres**

County(s): **Allegheny**

Township/Municipality(s): **WEST DEER TOWNSHIP**

ZIP Code:

Quadrangle Name(s): **NEW KENSINGTON WEST**

Watersheds HUC 8: **Lower Allegheny**

Watersheds HUC 12: **Deer Creek**

Decimal Degrees: **40.603039, -79.815233**

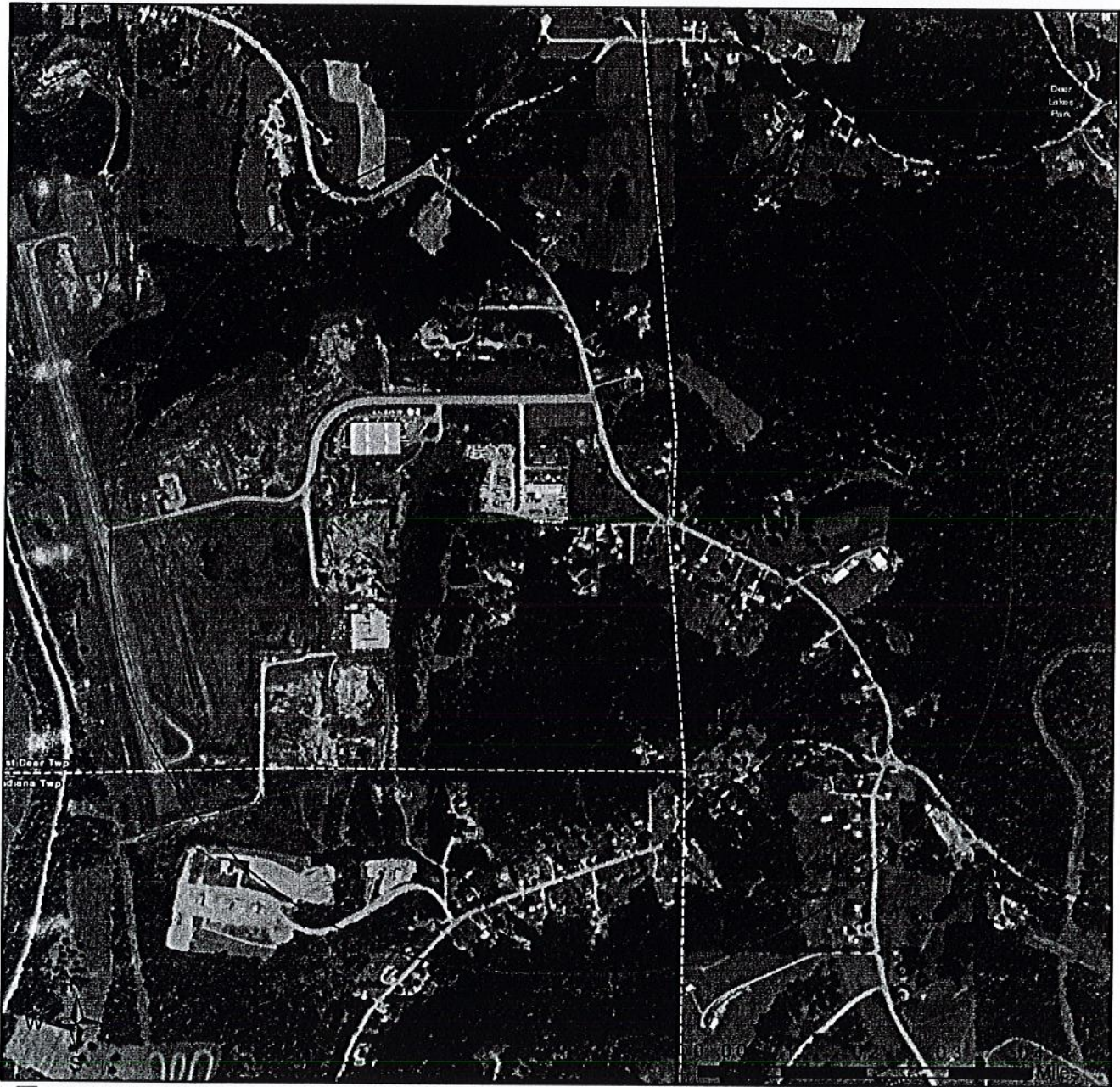
Degrees Minutes Seconds: **40° 36' 10.9408" N, 79° 48' 54.8401" W**

## 2. SEARCH RESULTS

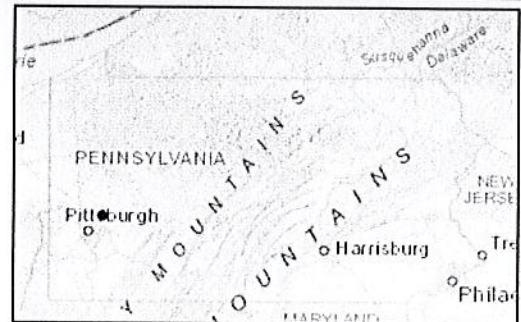
Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

## Boggs Property

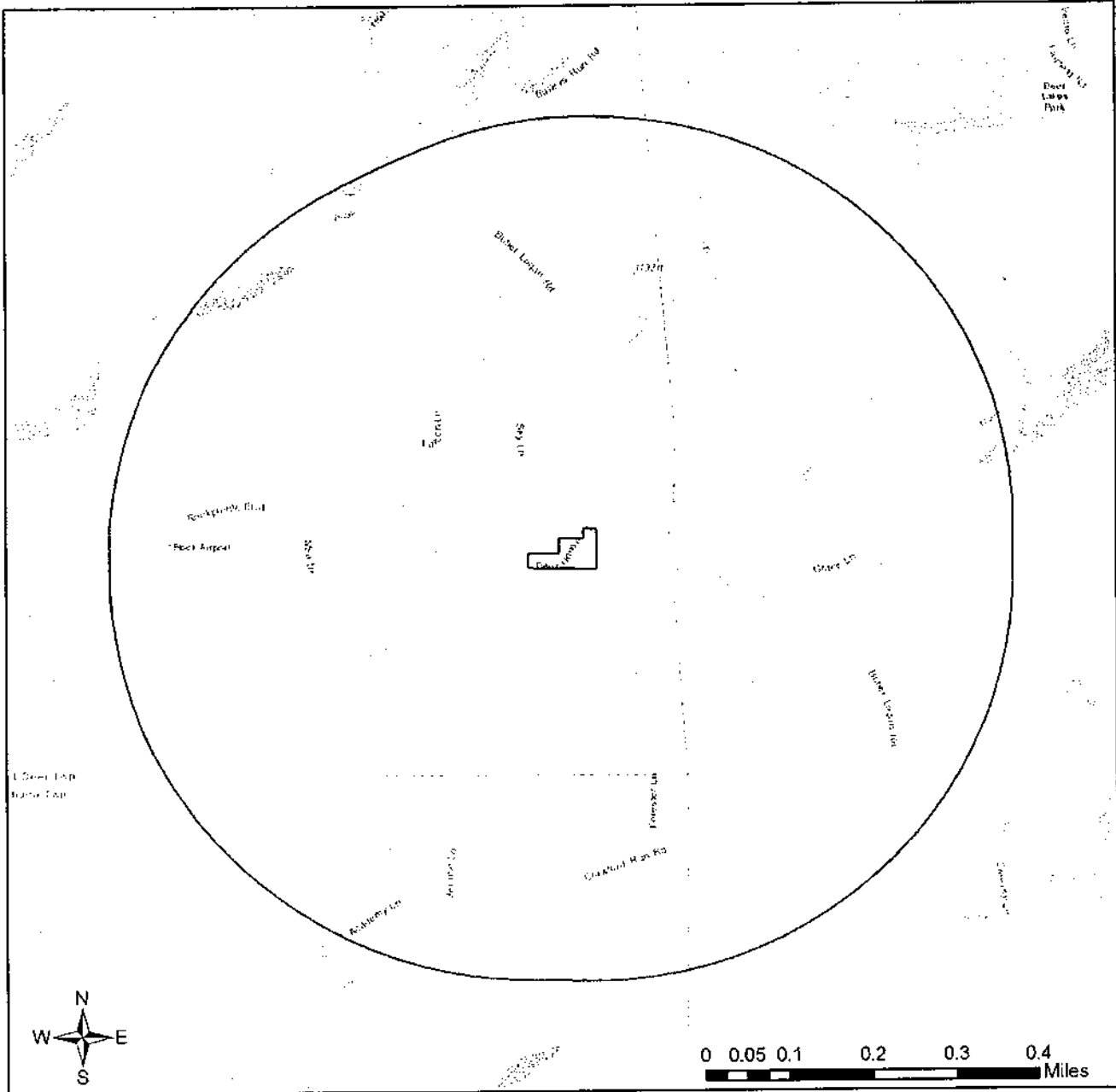


- Project Boundary
- Buffered Project Boundary

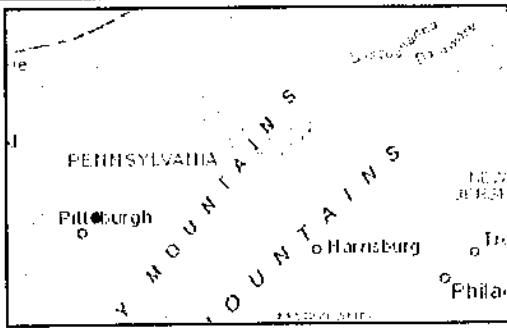


Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community  
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China

# Boggs Property



- Project Boundary
- Buffered Project Boundary



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

## 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

## 6. AGENCY CONTACT INFORMATION

**PA Department of Conservation and Natural Resources**  
Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

**PA Fish and Boat Commission**  
Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

**U.S. Fish and Wildlife Service**  
Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
Email: [IR1\\_ESPenn@fws.gov](mailto:IR1_ESPenn@fws.gov)  
NO Faxes Please

**PA Game Commission**  
Bureau of Wildlife Habitat Management  
Division of Environmental Planning and Habitat Protection  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

## 7. PROJECT CONTACT INFORMATION

Name: JOHN DELACIO  
Company/Business Name: ADVANCED TREATMENT INC.  
Address: 3013 WHITE PINE DRIVE  
City, State, Zip: GIBSONIA PA 15044  
Phone: (724) 935-0425 Fax: ( )  
Email: DELACIO, JOHN@GMAIL.COM

## 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

John Delacio  
applicant/project proponent signature

4/20/2021  
date

1220-E-103

1220-J-293

26

1220-J-279

1220-J

1220-J-323

29

1212-J-314

17

1220-J-316

1050

64

1219-M-48

56

1219-M-30

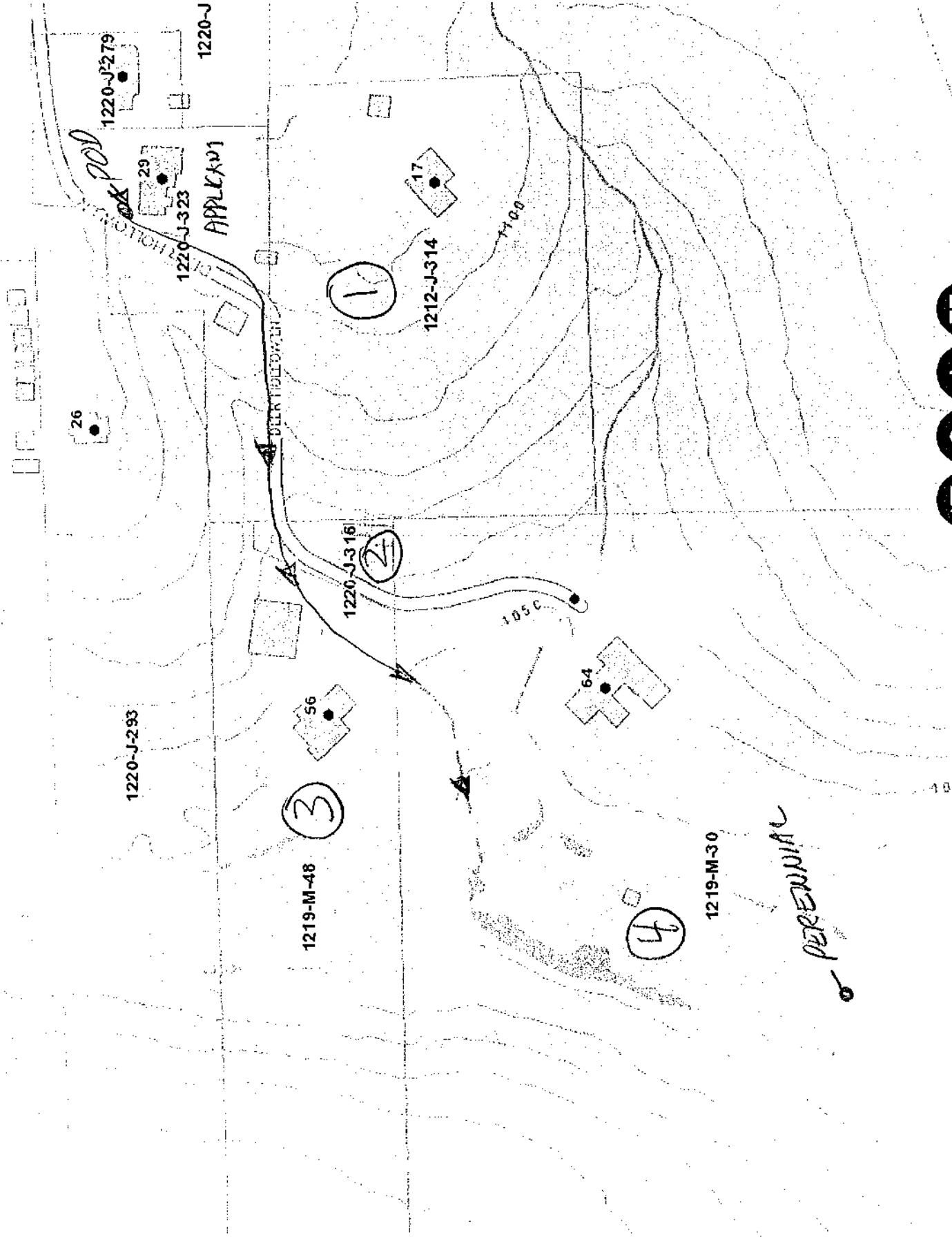
PERENNIAL

1

2

3

4



Parcel ID : 1220-J-00323-0000-00  
Property Address : 29 DEER HOLLOW LN  
TARENTUM, PA 15084

Municipality : 952 West Deer  
Owner Name : BOGGS JOSHUA M & SARAH M (W)

APPLICANT

School District :	Deer Lakes	Neighborhood Code :	95203
Tax Code :	Taxable	Owner Code :	Regular
Class :	Residential	Recording Date :	12/18/2020
Use Code :	SINGLE FAMILY	Sale Date :	12/15/2020
Homestead :	No	Sale Price :	\$150,000
Farmstead :	No	Deed Book :	18270
Clean And Green	No	Deed Page :	528
Other Abatement :	No	Lot Area :	1.3940 Acres

2021 Full Base Year Market Value

2021 County Assessed Value

Land Value	\$25,100	Land Value	\$25,100
Building Value	\$103,400	Building Value	\$103,400
Total Value	\$128,500	Total Value	\$128,500

2020 Full Base Year Market Value

2020 County Assessed Value

Land Value	\$25,100	Land Value	\$25,100
Building Value	\$103,400	Building Value	\$85,400
Total Value	\$128,500	Total Value	\$110,500

Address Information

Owner Mailing : 29 DEER HOLLOW LN  
TARENTUM, PA 15084-

Parcel ID : 1212-J-00314-0000-00  
 Property Address : 17 DEER HOLLOW LN  
 TARENTUM, PA 15084

Municipality : 952 West Deer  
 Owner Name : MAHOLIC ROBERT L & MARY ANN (W)



School District :	Deer Lakes	Neighborhood Code :	95203
Tax Code :	Taxable	Owner Code :	Regular
Class :	Residential	Recording Date :	
Use Code :	SINGLE FAMILY	Sale Date :	4/22/1985
Homestead :	Yes	Sale Price :	\$0
Farmstead :	No	Deed Book :	7064
Clean And Green	No	Deed Page :	497
Other Abatement :	No	Lot Area :	3.9700 Acres

2021 Full Base Year Market Value

2021 County Assessed Value

Land Value	\$35,400	Land Value	\$35,400
Building Value	\$139,100	Building Value	\$121,100
Total Value	\$174,500	Total Value	\$156,500

2020 Full Base Year Market Value

2020 County Assessed Value

Land Value	\$35,400	Land Value	\$35,400
Building Value	\$139,100	Building Value	\$121,100
Total Value	\$174,500	Total Value	\$156,500

Address Information

Owner Mailing : 17 DEER HOLLOW LN  
 TARENTUM, PA 15084-2800

# **ADVANCED TREATMENT, INC.**

3013 WHITE PINE DRIVE GIBSONIA, PA 15044

Phone (724)935-0425

Fax(724)935-0426

Date: April 20, 2021

Re: Josh Boggs  
29 Deer Hollow Lane  
Tarentum, PA 15084

Robert & Mary Ann Maholic  
17 Deer Hollow Lane  
Tarentum, PA 15084

This letter is to inform you that Josh Boggs is attempting to repair the existing mal functioning on-lot sewage system located on his property at 29 Deer Hollow Lane in West Deer Township, Allegheny County Pennsylvania.

To repair the system, M. Boggs is applying with the DEP for a permit to install a single residence sewage treatment package on his property which will discharge treated, odorless effluent into an existing drainage channel on his property.

Since the existing drainage channel eventually passes through, or in front of your property along the road, on its way to a tributary to Little Deer Creek, we are required to notify you of Mr. Boggs's intent to make this repair. No persons, equipment or activity will take place on your property. All work takes place on the Boggs's property only.

The system consists of two or three treatment tanks with UV or chlorination disinfection to be located on the owner's property. The proposed system is required by state law to be inspected AND sampled once per year by an independent contractor to ensure long term compliance.

Generally, the treated effluent from the outfall pipe is usually a trickle. The effluent infiltrates into the channel bottoms during dry periods. Required monitoring documents that these systems are capable of producing an effluent suitable for discharge without polluting surface waters and/or groundwater.

If you have questions, please provide written comments within 30 days to West Deer Township Municipal Building, 109 East Union Road, Cheswick, PA 15024, or call me at the above number if you have general questions.

Thank You  
John DeLacio  
Advanced Treatment, Inc.



April 26, 2021

Dear john delacio:

The following is in response to your request for proof of delivery on your item with the tracking number: 7019 2970 0000 4122 6347.

**Item Details**

**Status:** Delivered, Left with Individual  
**Status Date / Time:** April 23, 2021, 10:48 am  
**Location:** TARENTUM, PA 15084  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
 Return Receipt Electronic

**Shipment Details**

**Weight:** 1.0oz

**Recipient Signature**

Signature of Recipient:	<table border="1"> <tr><th colspan="2">Delivery Section</th></tr> <tr> <td>Signature</td> <td><i>Robert Maholic</i></td> </tr> <tr> <td>Print Name</td> <td>Robert Maholic</td> </tr> </table>	Delivery Section		Signature	<i>Robert Maholic</i>	Print Name	Robert Maholic
	Delivery Section						
Signature	<i>Robert Maholic</i>						
Print Name	Robert Maholic						
Address of Recipient:	<table border="1"> <tr><td>City</td><td></td></tr> <tr><td>State</td><td></td></tr> <tr><td>Zip</td><td></td></tr> </table>	City		State		Zip	
City							
State							
Zip							

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
 United States Postal Service®  
 475 L'Enfant Plaza SW  
 Washington, D.C. 20260-0004

7019 2970 0000 4122 6347

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Tarentum, PA 15084

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$5.90

0426  
13  
Postmark Here  
04/20/2021  
Bingo

Sent To: Robert & Mary Ann Maholic  
 Street and Apt. No., or PO Box No.: 17 Deer Hollow Lane  
 City, State, and ZIP+4®: Tarentum, PA 15084

Parcel ID : 1220-J-00316-0000-00  
 Property Address : DEER HOLLOW LN  
 TARENTUM, PA 15084

Municipality : 952 West Deer  
 Owner Name : HRABAK GARY



School District :	Deer Lakes	Neighborhood Code :	95203
Tax Code :	Taxable	Owner Code :	Regular
Class :	Residential	Recording Date :	
Use Code :	RES AUX BUILDING (NO HOUSE)	Sale Date :	9/27/1978
Homestead :	No	Sale Price :	\$3,600
Farmstead :	No	Deed Book :	
Clean And Green	No	Deed Page :	
Other Abatement :	No	Lot Area :	8,543 SQFT

2021 Full Base Year Market Value

2021 County Assessed Value

Land Value	\$10,300	Land Value	\$10,300
Building Value	\$1,800	Building Value	\$1,800
Total Value	\$12,100	Total Value	\$12,100

2020 Full Base Year Market Value

2020 County Assessed Value

Land Value	\$10,300	Land Value	\$10,300
Building Value	\$1,800	Building Value	\$1,800
Total Value	\$12,100	Total Value	\$12,100

Address Information

Owner Mailing : 64 DEER HOLLOW RD  
 TARENTUM, PA 15084-2810



# **ADVANCED TREATMENT, INC.**

3013 WHITE PINE DRIVE GIBSONIA, PA 15044

Phone (724)935-0425

Fax(724)935-0426

Date: April 20, 2021

Re: Josh Boggs  
29 Deer Hollow Lane  
Tarentum, PA 15084

Gary Hrabak  
64 Deer Hollow Lane  
Tarentum, PA 15084

This letter is to inform you that Josh Boggs is attempting to repair the existing mal functioning on-lot sewage system located on his property at 29 Deer Hollow Lane in West Deer Township, Allegheny County Pennsylvania.

To repair the system, M. Boggs is applying with the DEP for a permit to install a single residence sewage treatment package on his property which will discharge treated, odorless effluent into an existing drainage channel on his property.

Since the existing drainage channel eventually passes through, or in front of your property along the road, on its way to a tributary to Little Deer Creek, we are required to notify you of Mr. Boggs's intent to make this repair. No persons, equipment or activity will take place on your property. All work takes place on the Boggs's property only.

The system consists of two or three treatment tanks with UV or chlorination disinfection to be located on the owner's property. The proposed system is required by state law to be inspected AND sampled once per year by an independent contractor to ensure long term compliance.

Generally, the treated effluent from the outfall pipe is usually a trickle. The effluent infiltrates into the channel bottoms during dry periods. Required monitoring documents that these systems are capable of producing an effluent suitable for discharge without polluting surface waters and/or groundwater.

If you have questions, please provide written comments within 30 days to West Deer Township Municipal Building, 109 East Union Road, Cheswick, PA 15024, or call me at the above number if you have general questions.

Thank You  
John DeLacio  
Advanced Treatment, Inc.



April 27, 2021

Dear john delacio:

The following is in response to your request for proof of delivery on your item with the tracking number: 7019 2970 0000 4122 6330.

**Item Details**

Status: Delivered  
 Status Date / Time: April 27, 2021, 12:24 pm  
 Location: TARENTUM, PA 15084  
 Postal Product: First-Class Mail<sup>®</sup>  
 Extra Services: Certified Mail<sup>™</sup>  
 Return Receipt Electronic

**Shipment Details**

Weight: 1.0oz

**Recipient Signature**

Signature of Recipient: *[Handwritten Signature]*  
 Address of Recipient: *[Handwritten Address]*  
 64 DEER HOLLOW LN  
 TARENTUM, PA 15084-2810

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Sincerely,  
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 Washington, D.C. 20260-0004

7019 2970 0000 4122 6330

**U.S. Postal Service<sup>™</sup>**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Tarentum, PA 15084

**OFFICIAL USE**

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$5.90

Postmark Here: 0426 13 04/20/2021

Sent To: Gary Hratak  
 Street and Apt. No. or PO Box No.: 64 Deer Hollow Lane

Parcel ID : 1219-M-00048-0000-00  
Property Address : 56 DEER HOLLOW LN  
TARENTUM, PA 15084

Municipality : 952 West Deer  
Owner Name : DISANTI RICHARD W JR & ELIZABETH  
B (W)

3

School District :	Deer Lakes	Neighborhood Code :	95203
Tax Code :	Taxable	Owner Code :	Regular
Class :	Residential	Recording Date :	
Use Code :	SINGLE FAMILY	Sale Date :	
Homestead :	Yes	Sale Price :	\$0
Farmstead :	No	Deed Book :	
Clean And Green	No	Deed Page :	
Other Abatement :	No	Lot Area :	3.4240 Acres

2021 Full Base Year Market Value

2021 County Assessed Value

Land Value	\$33,200	Land Value	\$33,200
Building Value	\$111,800	Building Value	\$93,800
Total Value	\$145,000	Total Value	\$127,000

2020 Full Base Year Market Value

2020 County Assessed Value

Land Value	\$33,200	Land Value	\$33,200
Building Value	\$111,800	Building Value	\$93,800
Total Value	\$145,000	Total Value	\$127,000

Address Information

Owner Mailing : 56 DEER HOLLOW LN  
TARENTUM, PA 15084-2810

# ADVANCED TREATMENT, INC.

3013 WHITE PINE DRIVE GIBSONIA, PA 15044

Phone (724)935-0425

Fax(724)935-0426

Date: April 20, 2021

Re: Josh Boggs  
29 Deer Hollow Lane  
Tarentum, PA 15084

Richard & Elizabeth Disanti  
56 Deer Hollow Lane  
Tarentum, PA 15084

This letter is to inform you that Josh Boggs is attempting to repair the existing mal functioning on-lot sewage system located on his property at 29 Deer Hollow Lane in West Deer Township, Allegheny County Pennsylvania.

To repair the system, M. Boggs is applying with the DEP for a permit to install a single residence sewage treatment package on his property which will discharge treated, odorless effluent into an existing drainage channel on his property.

Since the existing drainage channel eventually passes through, or in front of your property along the road, on its way to a tributary to Little Deer Creek, we are required to notify you of Mr. Boggs's intent to make this repair. No persons, equipment or activity will take place on your property. All work takes place on the Boggs's property only.

The system consists of two or three treatment tanks with UV or chlorination disinfection to be located on the owner's property. The proposed system is required by state law to be inspected AND sampled once per year by an independent contractor to ensure long term compliance.

Generally, the treated effluent from the outfall pipe is usually a trickle. The effluent infiltrates into the channel bottoms during dry periods. Required monitoring documents that these systems are capable of producing an effluent suitable for discharge without polluting surface waters and/or groundwater.

If you have questions, please provide written comments within 30 days to West Deer Township Municipal Building, 109 East Union Road, Cheswick, PA 15024, or call me at the above number if you have general questions.

Thank You  
John DeLacio  
Advanced Treatment, Inc.



April 26, 2021

Dear john delacio:

The following is in response to your request for proof of delivery on your item with the tracking number: 7020 1810 0001 2216 9356.

**Item Details**

Status: Delivered, Left with Individual  
 Status Date / Time: April 24, 2021, 10:50 am  
 Location: TARENTUM, PA 15084  
 Postal Product: First-Class Mail®  
 Extra Services: Certified Mail™  
 Return Receipt Electronic

**Shipment Details**

Weight: 1.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Sincerely,  
 United States Postal Service®  
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 Washington, D.C. 20260-0004

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Tarentum, PA 15084

7020 1810 0001 2216 9356

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$5.90

Sent To: Richard & Elizabeth Bisanti  
 Street and Apt. No., or PO Box No.: 56 Deer Hollow Lane  
 City, State, ZIP+4®: Tarentum, PA 15084

Postmark Here: 04/20/2021

Parcel ID : 1219-M-00030-0000-00  
Property Address : 64 DEER HOLLOW LN  
TARENTUM, PA 15084

Municipality : 952 West Deer  
Owner Name : HRABAK GARY L BRENDA L (W)



School District :	Deer Lakes	Neighborhood Code :	95203
Tax Code :	Taxable	Owner Code :	Regular
Class :	Agricultural	Recording Date :	12/23/2002
Use Code :	GENERAL FARM	Sale Date :	12/23/2002
Homestead :	Yes	Sale Price :	\$1
Farmstead :	No	Deed Book :	11534
Clean And Green	No	Deed Page :	444
Other Abatement :	No	Lot Area :	23.2180 Acres

2021 Full Base Year Market Value

2021 County Assessed Value

Land Value	\$91,000	Land Value	\$91,000
Building Value	\$157,000	Building Value	\$139,000
Total Value	\$248,000	Total Value	\$230,000

2020 Full Base Year Market Value

2020 County Assessed Value

Land Value	\$91,000	Land Value	\$91,000
Building Value	\$157,000	Building Value	\$139,000
Total Value	\$248,000	Total Value	\$230,000

Address Information

Owner Mailing : 64 DEER HOLLOW LN  
TARENTUM , PA 15084-2810

# **ADVANCED TREATMENT, INC.**

3013 WHITE PINE DRIVE GIBSONIA, PA 15044

Phone (724)935-0425

Fax(724)935-0426

Date: April 20, 2021

Re: Josh Boggs  
29 Deer Hollow Lane  
Tarentum, PA 15084

Gary & Brenda Hrabak  
64 Deer Hollow Lane  
Tarentum, PA 15084

This letter is to inform you that Josh Boggs is attempting to repair the existing mal functioning on-lot sewage system located on his property at 29 Deer Hollow Lane in West Deer Township, Allegheny County Pennsylvania.

To repair the system, M. Boggs is applying with the DEP for a permit to install a single residence sewage treatment package on his property which will discharge treated, odorless effluent into an existing drainage channel on his property.

Since the existing drainage channel eventually passes through, or in front of your property along the road, on its way to a tributary to Little Deer Creek, we are required to notify you of Mr. Boggs's intent to make this repair. No persons, equipment or activity will take place on your property. All work takes place on the Boggs's property only.

The system consists of two or three treatment tanks with UV or chlorination disinfection to be located on the owner's property. The proposed system is required by state law to be inspected AND sampled once per year by an independent contractor to ensure long term compliance.

Generally, the treated effluent from the outfall pipe is usually a trickle. The effluent infiltrates into the channel bottoms during dry periods. Required monitoring documents that these systems are capable of producing an effluent suitable for discharge without polluting surface waters and/or groundwater.

If you have questions, please provide written comments within 30 days to West Deer Township Municipal Building, 109 East Union Road, Cheswick, PA 15024, or call me at the above number if you have general questions.

Thank You  
John DeLacio  
Advanced Treatment, Inc.



April 27, 2021

Dear John Delacio:

The following is in response to your request for proof of delivery on your item with the tracking number: 7020 1810 0001 2216 9349.

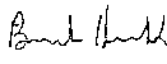
**Item Details**

Status:	Delivered
Status Date / Time:	April 27, 2021, 12:24 pm
Location:	TARENTUM, PA 15084
Postal Product:	First-Class Mail <sup>®</sup>
Extra Services:	Certified Mail <sup>™</sup> Return Receipt Electronic

**Shipment Details**

Weight: 1.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	Brenda Hrabak 64 DEER HOLLOW LN TARENTUM, PA 15084-2810

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service<sup>®</sup> for your mailing needs. If you require additional assistance, please contact your local Post Office<sup>™</sup> or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service<sup>®</sup>  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

7020 1810 0001 2216 9349

<b>U.S. Postal Service<sup>™</sup></b>	
<b>CERTIFIED MAIL<sup>®</sup> RECEIPT</b>	
<i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> <sup>®</sup>	
Tarentum, PA 15084	
<b>POSTAL USE</b>	
Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$3.90
0426 13 Postmark Here 04/20/2021 Boag	
Sent To: Gary & Brenda Hrabak	
Street and Apt. No., or P.O. Box No. 64 Deer Hollow Lane	
City, State, ZIP+4 <sup>®</sup> Tarentum, PA 15084	



January 21, 2021

Charlene Radwan  
235 Reibold Road  
Renfrew, PA 16053

**RE: PERMIT DENIAL - APPLICATION NO. Z-202250  
29 DEER HOLLOW LANE, WEST DEER TOWNSHIP**

Dear Ms. Radwan:

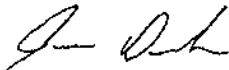
Your permit application for the subject sewage disposal system is hereby denied, pursuant to the Act of January 24, 1966, P.L. 1535, No. 537, as amended, 35 P.S. 750.1 et seq. ("Sewage Facilities Act"), and the rules and regulations promulgated thereunder, Title 25, Pennsylvania Code, Chapters 71, 72, and 73.

Due to poor soil conditions and steep slopes, the above referenced site does not qualify for the installation of a conventional on-lot sewage disposal system. An option available to you is to contact a Professional Soil Scientist for additional soil testing for an Alternate Technology System approved by the Pennsylvania Department of Environmental Protection (DEP).

Please be advised that unless you possess a valid permit from the Allegheny County Health Department, it is unlawful to install, construct, award a contract for construction, alter, repair or connect to a sewage disposal system, or to construct, request construction bids for, install or occupy any building or structure for which a sewage disposal system is to be installed as required by Section 7 of the Pennsylvania Sewage Facilities Act, January 24, 1966 P.L. 1535, No. 537, as amended, 35 P.S. 750.1 et seq.

Should you have any questions, please contact this office at 412-578-8054.

Sincerely,



Jason Dansak  
Sewage Enforcement Officer No. 03784

JD/ge  
Enclosure

cc: PA Department of Environmental Protection  
West Deer Township

## Soil Solutionz

March 11, 2021

Charlene Radwan  
234 Reibold Rd.  
Renfrew, PA 16053

RE: Site Assessment & Morphological Evaluation  
29 Deer Hollow Lane, Tarentum, PA 15084  
West Deer Township, Allegheny County

On February 25, 2021 a Site Assessment and Morphological Evaluation were performed at the property referenced above in an attempt to site an alternate technology absorption area to repair an existing on-lot sewage disposal system. The existing on-lot sewage disposal system discharged tracing dye onto the ground surface and/or into the waters of the Commonwealth during an inspector's dye test.



The soil conditions at your proposed residential absorption area location were characterized by a Professional Soil Scientist as per the Commonwealth of Pennsylvania, Pennsylvania Code Title 25. Environmental Protection, as defined in Chapter 73, Section 73.1.

A soils testing *agreement* was provided to you via email and text days prior to the soils testing appointment. The soils testing *agreement* was signed on site at the time of the appointment. The property lines were not marked prior to the site/soil assessment as per signed *agreement*. Copies of maps of the parcels to be tested were not provided as per the *agreement* that was emailed and texted to you prior to the site appointment. The general landscape was a back yard of a single family residential structure. The air temperature was 45 degrees Fahrenheit. A light covering of snow was on the ground. The local municipal Sewage Enforcement Officer pits and flags were visible on site. Horse Shoe Pits were located directly downgradient from two of the SEO's pits which were flagged on site. As the property lines were not marked prior to the site assessment resulting in a limited area readily identifiable as the property owners to perform soils testing. Two (2) soil pits were evaluated. Pits CX1 and CX2 were unsuitable due limiting zones less than ten (10) inches to indication of a seasonal high water table as identified by redoximorphic features. Thus, the pits did not have the depth of *suitable* soil required for the installation of a conventional or alternate technology on-lot sewage disposal system absorption area.

## Soil Solutionz

Please contact your Sewage Enforcement Officer (SEO) in regards to obtaining a permit for a holding tank. Also, discuss with your SEO the possibility and process of obtaining the necessary permits from the Department of Environmental Protection (DEP) to install a Small Flow Treatment Facility (SFTF).

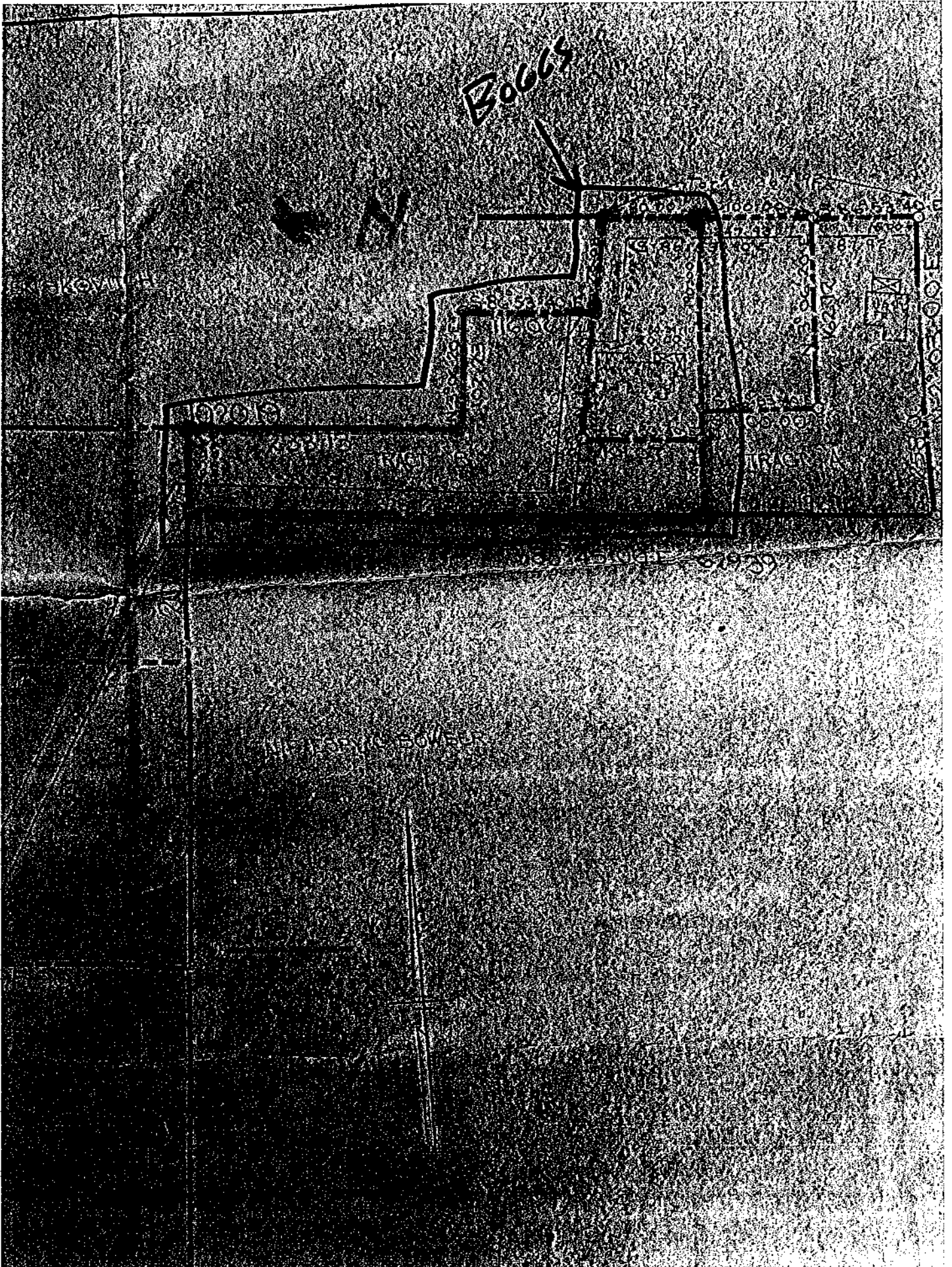
Respectfully,

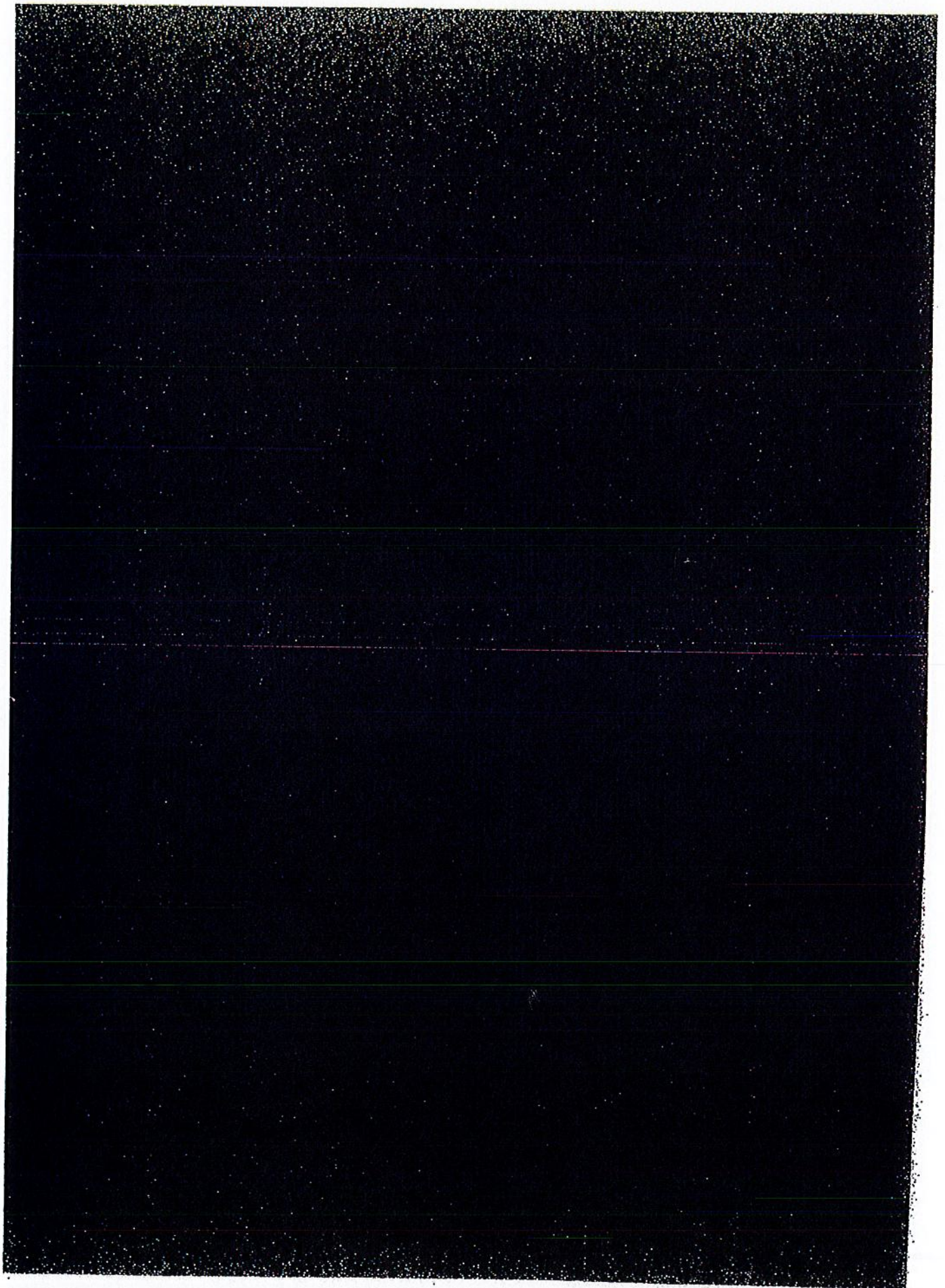
Signature: *Colleen Berg*

Colleen Martin Berg

\*\*\*Colleen Martin Berg dba Soil Solutionz

Cell	724-651-6311
email	soilsolutionz@gmail.com





# Escrow Agreement

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among Sarah M. Boggs and Joshua M. Boggs, wife and husband, residing in Allegheny County, Pennsylvania (hereinafter called "Landowners") and TOWNSHIP OF WEST DEER, (hereinafter called the "Township");

WHEREAS, the Landowners own a parcel of land in the Township with an address of 29 Deer Hollow Lane, Tarentum, Allegheny County, Pennsylvania, 15084, being designated as part of Block and Lot 1220-J-323 by the Department of Real Estate of Allegheny County, Pennsylvania (the "Property"); and

WHEREAS, the Landowners desire to improve the Property and in connection therewith, to install a single residence sewage treatment plant ("SRSTP"); and

WHEREAS, pursuant to an SRSTP Maintenance Agreement (the "Maintenance Agreement") entered into by and between the Landowners and the Township, the Landowners have agreed to establish an escrow account for the benefit of the Township as security for the performance of the obligations under the Maintenance Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The foregoing preamble clauses are incorporated herein by reference thereto, and this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

2. Contemporaneously with the execution and delivery of this Agreement, Landowners shall deposit a check in the amount of Three Thousand Dollars (\$3,000) into a non-interest bearing escrow account ("Escrow Account") with a financial institution selected and/or designated by the Township (the "Financial Institution).

3. In the event of a malfunction of the SRSTP system or a default under the Maintenance Agreement which continues after five (5) days' written notice from the Township to the Landowners forwarded by certified mail, the Township is hereby

authorized to direct the Financial Institution in writing to liquidate, in whole or in part, the Escrow Account and to pay over to the Township so much of the proceeds of the Escrow Account as the Township certifies to the Financial Institution are needed to remedy the malfunction or default, including any expenses of the Township, including but not limited to the cost of any professional services and/or hourly wages and benefit costs of Township employees engaged in correcting the SRSTP malfunction. The Financial Institution is hereby authorized to rely on the written direction and certification of the Township signed by the Chairperson of the Board of Supervisors and/or the Township Manager or his designee. The monies held in escrow shall always be equal to \$3,000.00 and, if the Township is required to draw down part or all of the Escrow Account, the Landowners shall deposit with the Financial Institution sufficient funds to bring back the escrow amount again to the sum of \$3,000.00.

4. In the event that the Landowners sell the Property, Landowners shall be responsible for ensuring that any new owners are aware of their obligations under this Agreement to maintain the Escrow Account in the amount of Three Thousand Dollars (\$3,000.00).

5. Neither the Township nor the Financial Institution shall be liable for any damages, or have any obligations other than the duties prescribed herein in carrying out or executing the purposes and intent of this Agreement; provided, however, that nothing herein contained shall relieve the Financial Institution from liability arising out of its own willful misconduct or gross negligence. The Financial Institution's duties and obligations under this Agreement shall be entirely administrative and not discretionary. The Financial Institution shall not be liable to any party hereto or to any third party as a result of any action or omission taken or made by the Financial Institution in good faith.

6. Landowners hereby indemnify the Township and the Financial Institution, hold harmless and save the Township and the Financial Institution, and shall reimburse the Township and the Financial Institution from, against and for, any and all liabilities, costs, fees and expenses (including reasonable attorneys' fees) that the Township and the Financial Institution, respectively, may suffer or incur by reason of its execution and performance of this Agreement. In the event any legal questions arise concerning the Financial Institution's duties and obligations hereunder, the Financial Institution may consult with its counsel and



rely without liability upon written opinions given to it by such counsel.

7. The Township and the Financial Institution shall be protected in acting upon any written notice, request, waiver, consent authorization, or other paper or document which the Township and the Financial Institution, in good faith, believes to be genuine and what it purports to be.

8. In the event that there shall be any disagreement between any of the parties to this Agreement, or between them or either of any of them and any other person, resulting in adverse claims or demands being made in connection with this Agreement, or in the event that the Financial Institution, in good faith, shall be in doubt as to what action it should take hereunder, the Financial Institution may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists; and in any such event, the Financial Institution shall not be or become liable in any way or to any person for its failure or refusal to act, and the Financial Institution shall be entitled to continue to so refrain from acting until the dispute is resolved by the parties involved.

9. In the event that the Maintenance Agreement is terminated by Landowners and the Township, as certified in writing to the Financial Institution from the Township, or if all funds are withdrawn from the escrow account and are not replenished by Landowners after ten (10) days' written notice from the Township with a copy to the Financial Institution, this Agreement shall terminate and any monies remaining in escrow shall be payable to: (i) Landowners if this Agreement is terminated by mutual consent; or (ii) the Township if Landowners fail to replenish the funds in escrow.

10. The fee, if any, and expenses of the Financial Institution shall be paid by the Landowners. Further, if there are any penalties payable to the Financial Institution to liquidate any business savings account or any other similar account, said penalties shall be payable by Landowners from the proceeds. The Township shall have no obligation under this Agreement to pay the fees and expenses of the Financial Institution.

11. The parties hereto specifically acknowledge and agree that this Agreement is intended to benefit the Township and the Financial Institution and both the Township and the Financial Institution are entitled to rely upon the terms and provisions hereof. Further, the Landowners acknowledge and agree that the Township would not otherwise enter into

the Maintenance Agreement and the Financial Institution would not be a party to the required Escrow Account, without the execution of this Agreement, and the creation of the Escrow Account by the Landowners,

12. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page of this Agreement or any delivery contemplated hereby by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

*Signatures appear on next page*

**WITNESS** the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound hereby, with the further intention that this Agreement is and shall constitute and have the effect of a sealed instrument according to the laws of the Commonwealth of Pennsylvania.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Township Manager

LANDOWNERS:

\_\_\_\_\_  
Sarah M. Boggs

\_\_\_\_\_  
Joshua M. Boggs

TOWNSHIP OF WEST DEER:

\_\_\_\_\_  
Chairman, Board of Supervisors

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared Sarah M. Boggs and Joshua M. Boggs, wife and husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared Arlind Karpuzi, who acknowledged himself to be the Chairman of the Board of Supervisors of the Township of West Deer, and that he, as such Chairman of the Board of Supervisors, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

CONSENT OF FINANCIAL INSTITUTION

\_\_\_\_\_ (the "Financial Institution")  
hereby consents to, and agrees to be bound by, the terms and provisions of the foregoing  
Escrow Agreement.

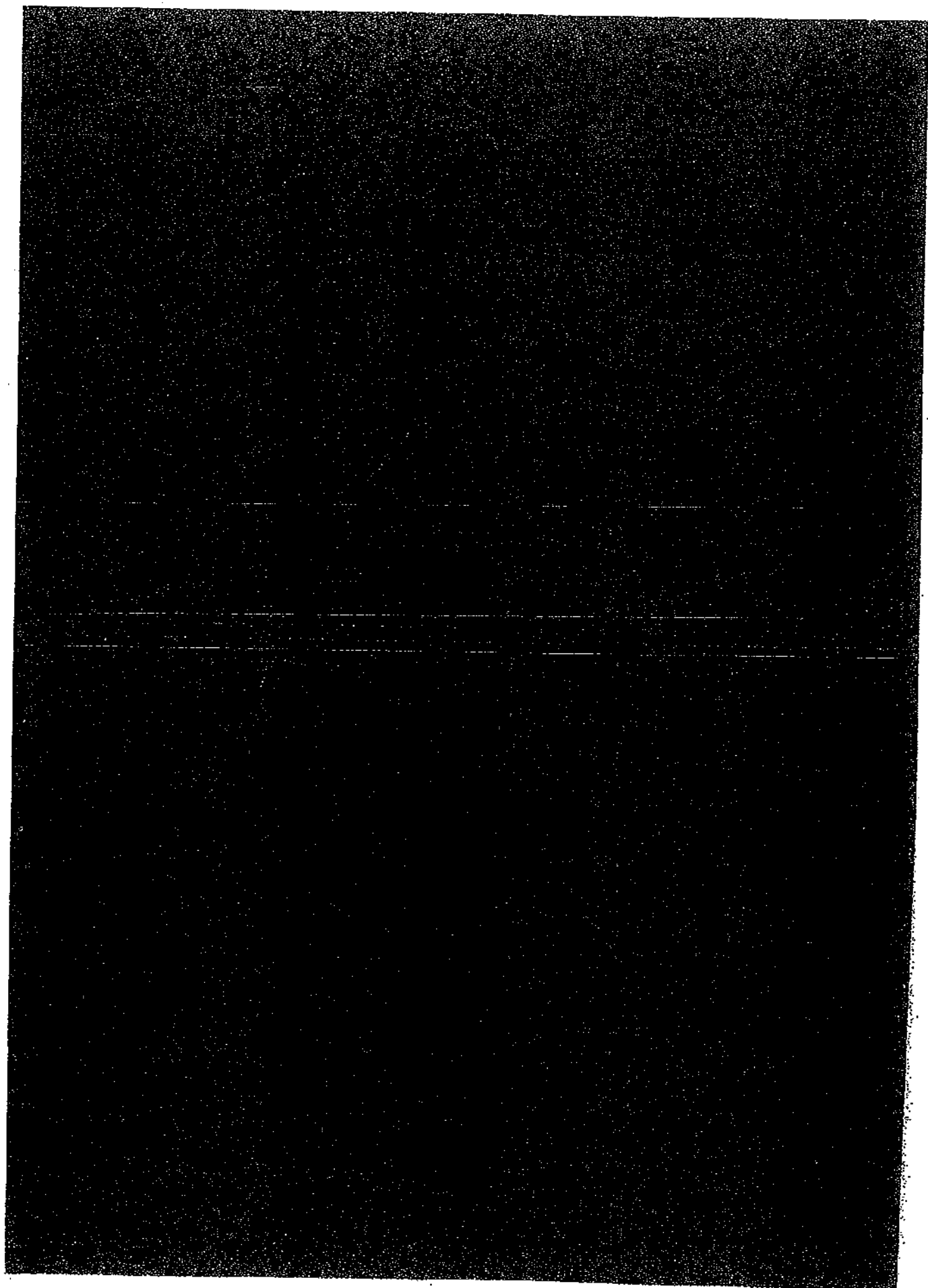
(NAME OF FINANCIAL INSTITUTION)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# SRSTP Maintenance Agreement

## SRSTP MAINTENANCE AGREEMENT

This SRSTP MAINTENANCE AGREEMENT (this "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Sarah M. Boggs and Joshua M. Boggs, wife and husband (the "Landowners"), individuals residing in Allegheny County, Pennsylvania, and the TOWNSHIP OF WEST DEER, a Home Rule Charter municipality situate in Allegheny County, Pennsylvania (the "Township");

WHEREAS, the Landowners own a parcel of land in the Township with an address of 29 Deer Hollow Lane, Tarentum, Allegheny County, Pennsylvania, 15084, being designated as part of Block and Lot 1220-J-323 by the Department of Real Estate of Allegheny County, Pennsylvania (the "Property"); and

WHEREAS, the Landowners desire to improve the Property and in connection therewith, to install a single residence sewage treatment plant ("SRSTP"); and

WHEREAS, the SRSTP may be approved by the Township, the Allegheny County Health Department ("ACHD") and the Pennsylvania Department of Environmental Protection ("DEP") if the Landowners agree to obtain all applicable permits, maintain the SRSTP so long as they own the Property, and establish an escrow account sufficient to cover the cost of future operation and maintenance of the SRSTP, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing preamble clauses are incorporated by reference thereto, and this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.



2. Landowners hereby agree to maintain the SRSTP in proper operating condition to the most current standards prescribed by the Township, ACHD and/or DEP for the life of the SRSTP system or any replacement system.

3. In furtherance of the obligation set forth in paragraph (2) hereof, Landowners agree:

(a) To enter into and maintain annually a sampling and maintenance agreement with a contractor/service provider knowledgeable and proficient in the treatment of a SRSTP. The contractor/service provider and the form of the agreement shall first be approved by the Township prior to the execution of any agreement satisfying this requirement.

(b) To obtain and keep current any and all necessary permits from the ACHD and DEP, and to annually submit to the DEP the required "Annual Maintenance Report (AMR) for Small Flow Treatment Facilities."

(c) To create and fund an escrow account in the amount of Three Thousand Dollars (\$3,000.00) to cover the cost to the Township of correcting any SRSTP system malfunction which is not corrected by the Landowners within (10) days, following written notice of the malfunction from the Township or ACHD. Said escrow account shall be subject to an agreement which shall be in form and substance satisfactory to the Township and shall be renewed or continued annually for the life of the SRSTP system or any replacement thereof. The amount of the escrow account shall be maintained at \$3,000.00 for the life of the SRSTP system or any replacement thereof. In the event the ACHD or DEP does not initially approve the SRSTP, the Township will agree to release the escrow account.

(d) To extend to the Township a right of entry to investigate or inspect the SRSTP in the event of a suspected malfunction, and if the Township is forced to repair or replace the SRSTP using funds from the escrow account in the event that the Landowners fail to correct a malfunction. The Township shall provide Landowners with twenty-four (24) hours' notice prior to

entry upon Landowners' Property. In the event of an emergency as reasonably determined by the Township, the Township shall be permitted immediate entry upon Landowners' Property to remediate the emergency.

(e) Following installation, the Landowners and their successors and assigns shall maintain and pay for the electric service to power the SRSTP system. Further, any incidents creating liability due to the improper maintenance and care of said SRSTP system, including following the Township's entry on the Property, shall be the sole and total responsibility of the Landowners and the Landowners hereby indemnify and hold harmless the Township and its representatives from any citations, claims or causes of action emanating from improper maintenance and care thereof.

4. If the Landowners fail to maintain the SRSTP, or fail to enter into a sampling and maintenance agreement, each as required in this Agreement, or fail to provide and maintain the escrow account as herein required, the Township is hereby authorized to revoke the Occupancy Permit issued for the Property and prohibit further use of the Property as a residence until the defaults hereunder have been remedied. The Landowners also understand that they may further be cited by the Township, ACHD, or DEP for any failure or malfunctioning of the SRSTP.

5. This Agreement constitutes a covenant running with the land and shall be binding upon the parties hereto and their respective heirs, devisees, executors, administrators, successors or assigns, and all deeds relating to the Property shall be made subject to the terms and conditions of this Agreement. This Agreement shall be recorded by the Township, with recording costs to be paid by the Landowners, and shall continue in full force and effect so long as an SRSTP system is used at the Property. Further, this Agreement may not be terminated by the parties hereto without the prior written consent of ACHD.

6. Landowners, for themselves, their heirs, devisees, executors, administrators, successors and assigns, hereby agree that any change in occupancy of the Property shall require the

issuance of a new Occupancy Permit by the Township. A new Occupancy Permit will only be issued by the Township if the new occupants agree in writing to be bound by the terms and conditions of this Agreement. In the event of the Landowners' sale of the Property, upon receipt of such a recorded deed naming the new occupants/buyers, the Township, provided there is no default hereunder, will release Landowners from further obligation hereunder. It shall be the responsibility of the Landowners and any subsequent new occupants/buyers of the Property to ensure that before, during, and following any sale of the Property, the escrow account held by the Township is maintained.

7. Landowners hereby agree to pay all costs and expenses of the Township, including attorneys' fees, incurred by the Township in enforcing the provisions hereof or otherwise incurred in relation to this Agreement, including any maintenance or repair expenses incurred with respect to the SRSTP not covered by the escrow account. Landowners agree to deposit with the Township herewith the amount of \$1,000.00 (the "Cost Deposit") to be used by the Township to pay any such costs and expenses. Township agrees to refund any portion of the Cost Deposit not paid out within one (1) year of the date hereof. Landowners recognize that the costs paid by Township may exceed \$1,000.00 and agree to reimburse promptly any costs that are not covered by the Cost Deposit.

8. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page of this Agreement or any delivery contemplated hereby by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Signatures appear on next page

WITNESS the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
intending to be legally bound hereby, with the further intention that this Agreement is and shall  
constitute and have the effect of a sealed instrument according to the laws of the Commonwealth of  
Pennsylvania.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Township Manager

LANDOWNERS:

\_\_\_\_\_  
Sarah M. Boggs

\_\_\_\_\_  
Joshua M. Boggs

TOWNSHIP OF WEST DEER:

\_\_\_\_\_  
Chairman, Board of Supervisors

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA      )  
  ) SS:  
COUNTY OF ALLEGHENY                   )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared Sarah M. Boggs and Joshua M. Boggs, wife and husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

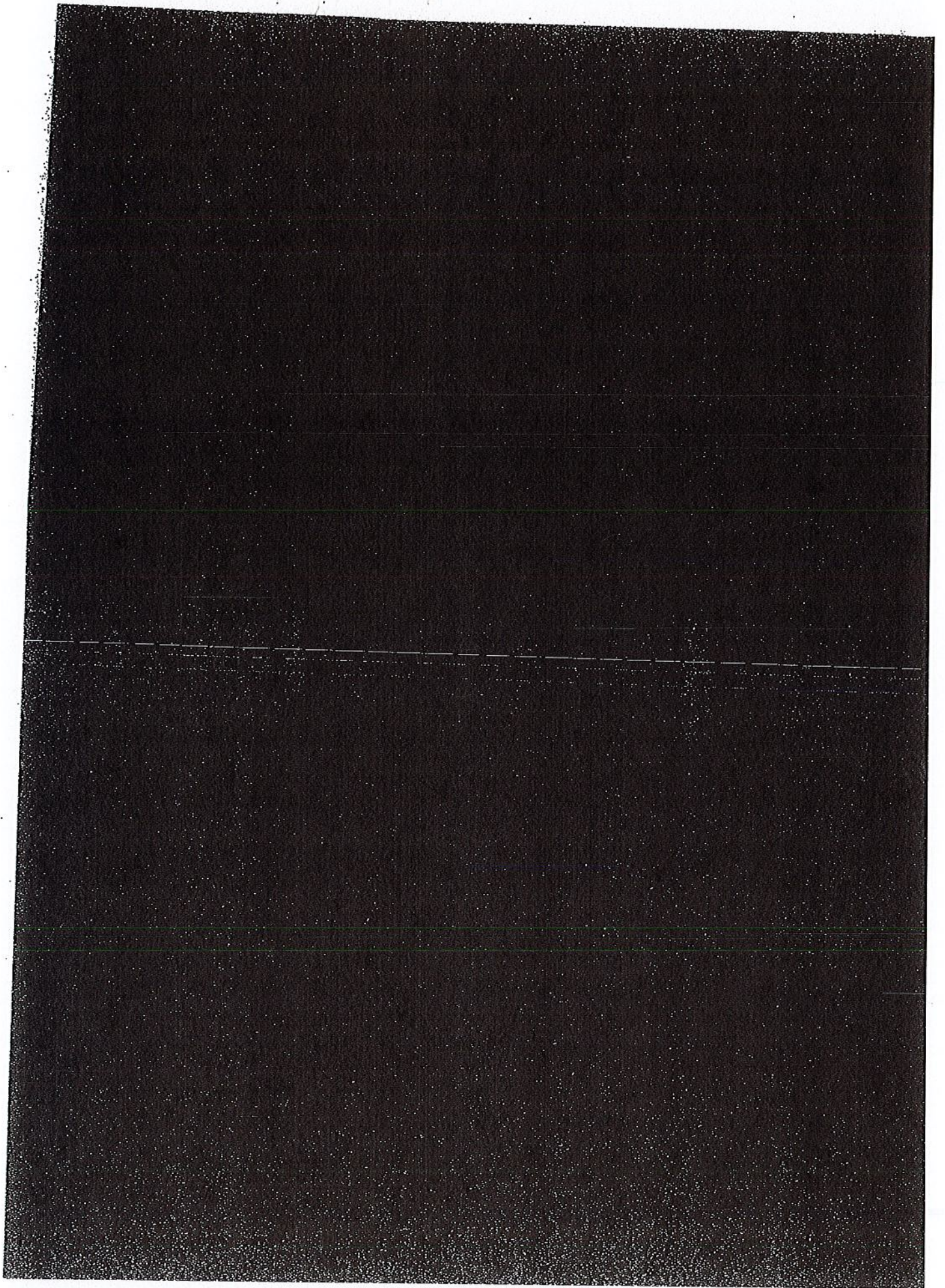
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA      )  
  ) SS:  
COUNTY OF ALLEGHENY                   )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared Arlind Karpuzi, who acknowledged himself to be the Chairman of the Board of Supervisors of the Township of West Deer, and that he, as such Chairman of the Board of Supervisors, executed the foregoing instrument for the purposes therein contained.

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

Notary Public



**ADOPTION: RESOLUTION NO. 2021-20 (MISCHEN EASEMENT)**

RESOLUTION NO. 2021-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PERMANENT MAINTENANCE AND RIPARIAN BUFFER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH GRANTORS, THOMAS O. MISCHEN, LINDA L. MISCHEN, AND DAVID L. MISCHEN.

(SEE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2021-20 APPROVING AND AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH GRANTORS, THOMAS O. MISCHEN, LINDA L. MISCHEN, AND DAVID L. MISCHEN.

MOTION SECOND AYES NAYES

MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MR. KARPUI	___	___	___	___

**TOWNSHIP OF WEST DEER  
ALLEGHENY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2021-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PERMANENT MAINTENANCE AND RIPARIAN BUFFER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH GRANTORS, THOMAS O. MISCHEN, LINDA L. MISCHEN, AND DAVID L. MISCHEN**

**WHEREAS**, the Board of Supervisors of the Township of West Deer has determined that approving and authorizing the execution of the Agreement for Permanent Maintenance and Riparian Buffer Easement and Temporary Construction Easement ("Easement") in substantially the form attached hereto as **Exhibit A** will further the health, safety, and welfare of the current and future residents of the Township.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the Township of West Deer, that, the Board hereby approves and authorizes the execution of the Easement in substantially the form attached hereto as **Exhibit A**.

**RESOLVED** this 18<sup>th</sup> day of August 2021 by the Board of Supervisors of the Township of West Deer.

Attest:

Township of West Deer

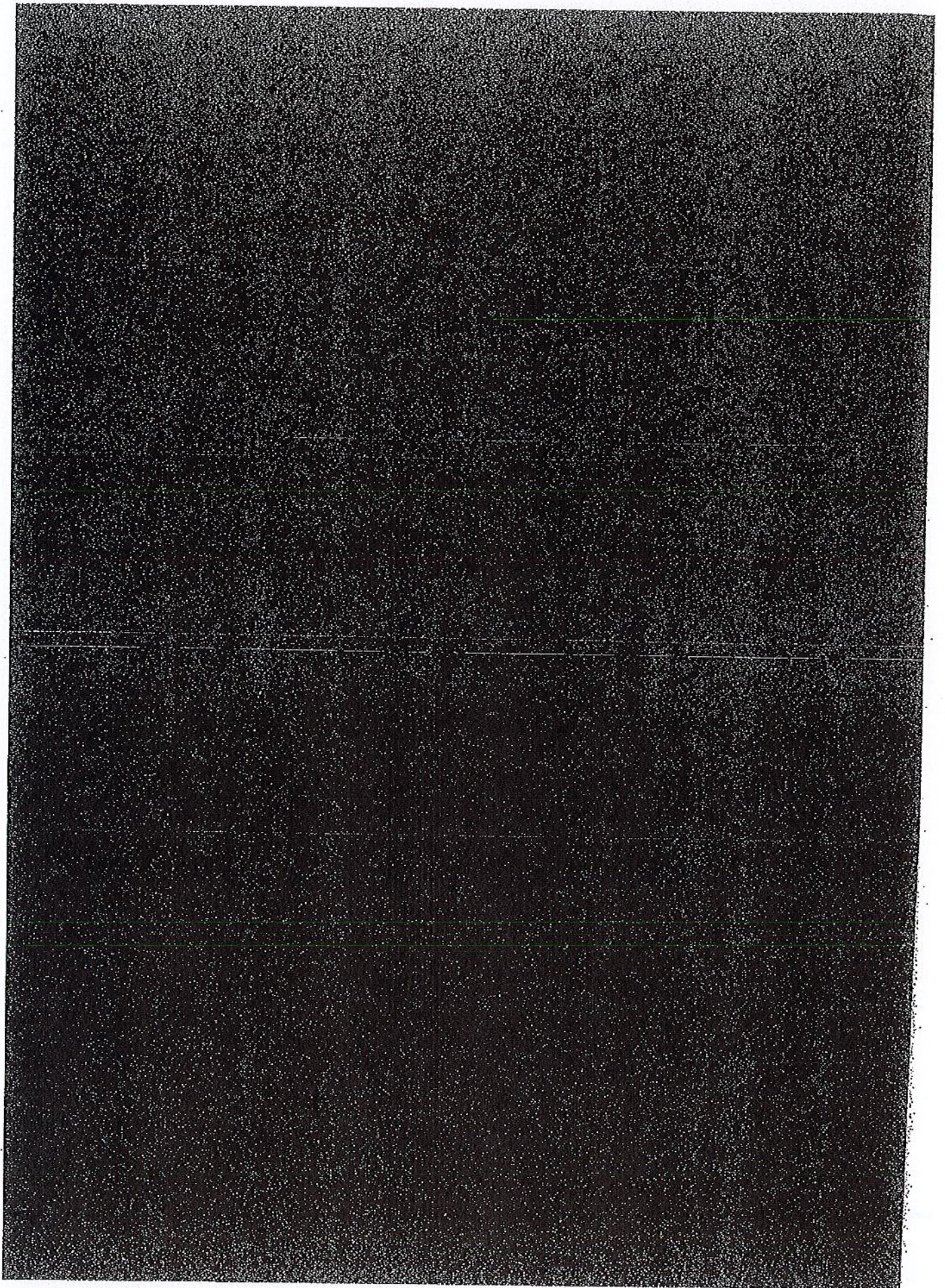
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Daniel J. Mator, Jr., Township Manager

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Arlind Karpuzi, Chairperson  
Board of Supervisors





**ADOPTION: RESOLUTION NO. 2021-21 (TURNER EASEMENT)**

RESOLUTION NO. 2021-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PERMANENT MAINTENANCE AND RIPARIAN BUFFER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH GRANTORS, DAVID M. TURNER, AND ANITA M. TURNER.

(SEE ATTACHED)

WHAT ACTION DOES THE BOARD WISH TO TAKE.

I MOVE TO ADOPT RESOLUTION 2021-21 APPROVING AND AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH GRANTORS, DAVID M. TURNER AND ANITA M. TURNER.

MOTION SECOND AYES NAYES

DR. MANN	___	___	___	___
MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
MR. KARPUZI	___	___	___	___

**TOWNSHIP OF WEST DEER  
ALLEGHENY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2021-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WEST DEER, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PERMANENT MAINTENANCE AND RIPARIAN BUFFER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH GRANTORS, DAVID M. TURNER, AND ANITA M. TURNER**

**WHEREAS**, the Board of Supervisors of the Township of West Deer has determined that approving and authorizing the execution of the Agreement for Permanent Maintenance and Riparian Buffer Easement and Temporary Construction Easement ("Easement") in substantially the form attached hereto as **Exhibit A** will further the health, safety, and welfare of the current and future residents of the Township.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the Township of West Deer, that, the Board hereby approves and authorizes the execution of the Easement in substantially the form attached hereto as **Exhibit A**.

**RESOLVED** this 18<sup>th</sup> day of August 2021 by the Board of Supervisors of the Township of West Deer.

Attest:

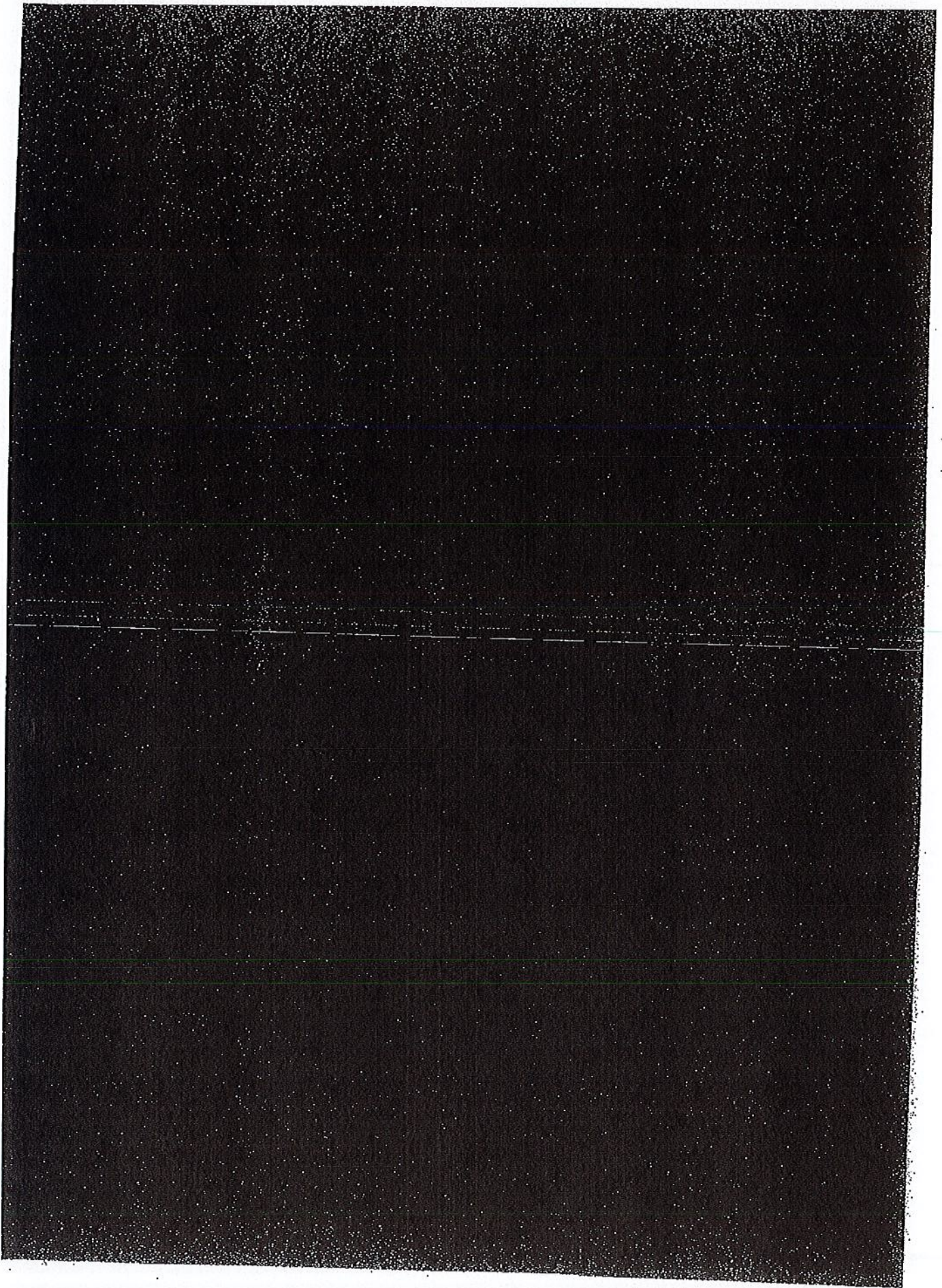
Township of West Deer

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Daniel J. Mator, Jr., Township Manager

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Arlind Karpuzi, Chairman,  
Board of Supervisors



**AWARD: DAWSON RUN STREAMBANK RESTORATION PROJECT**

AS PART OF THE TOWNSHIP'S MS4 STORMWATER PROGRAM, THE BOARD OF SUPERVISORS BUDGETED FUNDS FOR STREAMBANK RESTORATION. THE DAWSON RUN STREAMBANK RESTORATION PROJECT IS LOCATED ON OAK ROAD.

SEALED BIDS WERE RECEIVED AND OPENED ON AUGUST 11, 2021 AT 2:00 PM.

THE FOLLOWING BIDS WERE RECEIVED:

- 1) Sure Shot Excavating.....\$38,612.19
- 2) Environmental Remediation Contractor.....\$65,000.00
- 3) Grahamboys LLC dba Graham Construction.....\$89,690.00

MR. SHOUP...

I MOVE TO AWARD THE DAWSON RUN STREAMBANK RESTORATION PROJECT TO SURE SHOT EXCAVATING IN THE AMOUNT OF \$38,612.19 FOR THE OAK ROAD PROJECT.

MOTION SECOND AYES NAYES

MR. FORBES	___	___	___	___
MRS. HOLLIBAUGH	___	___	___	___
MRS. JORDAN	___	___	___	___
DR. MANN	___	___	___	___
MR. KARPUZI	___	___	___	___

**AWARD: WEST BRANCH OF DEER CREEK STREAMBANK RESTORATION PROJECT**

AS PART OF THE TOWNSHIP'S MS4 STORMWATER PROGRAM, THE BOARD OF SUPERVISORS BUDGETED FUNDS FOR STREAMBANK RESTORATION. THE WEST BRANCH OF DEER CREEK STREAMBANK RESTORATION PROJECT IS LOCATED ON MCINTYRE ROAD. THE PROJECT INVOLVES 203 FEET OF WORK (41.3%) IN RICHLAND TOWNSHIP AND 289 FEET OF WORK (58.7%) IN WEST DEER TOWNSHIP.

SEALED BIDS WERE RECEIVED BY RICHLAND TOWNSHIP AND OPENED ON AUGUST 11, 2021 AT 1:00 PM.

THE FOLLOWING BIDS WERE RECEIVED:

- 4) Sure Shot Excavating.....\$59,612.19
- 5) Environmental Remediation Contractor.....\$109,100.00
- 6) Grahamboys LLC dba Graham Construction.....\$130,969.00

THE SPLIT OF THE COST AMONGST THE TOWNSHIPS IS AS FOLLOWS:

RICHLAND TOWNSHIP .....41.3%.....\$24,619.83  
WEST DEER TOWNSHIP.....58.7%.....\$34,992.36

RICHLAND TOWNSHIP WILL BE THE CONTRACTING PARTY FOR THE WORK. WEST DEER TOWNSHIP WILL THEREFORE NEED TO PAY RICHLAND TOWNSHIP FOR THEIR SHARE OF THE PROJECT.

MR. SHOUP...

I MOVE TO PAY RICHLAND TOWNSHIP THE WEST DEER TOWNSHIP PORTION OF \$34,992.36 FOR THE WEST BRANCH OF DEER CREEK STREAMBANK RESTORATION PROJECT ON MCINTYRE ROAD.

**Continued on next page.....**

MOTION SECOND AYES NAYES

MRS. HOLLIBAUGH	—	—	—	—
MRS. JORDAN	—	—	—	—
DR. MANN	—	—	—	—
MR. FORBES	—	—	—	—
MR. KARPUZI	—	—	—	—

**DISCUSSION: VETERAN BANNERS**

MR. MATOR...

MOTION SECOND AYES NAYES

MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MR. KARPUZI	_____	_____	_____	_____



**OLD BUSINESS**

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**NEW BUSINESS**

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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.

**ADJOURNMENT**

I MOVE TO ADJOURN AT \_\_\_\_\_ P.M.

MOTION SECOND AYES NAYES

MR. FORBES	_____	_____	_____	_____
MRS. HOLLIBAUGH	_____	_____	_____	_____
MRS. JORDAN	_____	_____	_____	_____
DR. MANN	_____	_____	_____	_____
MR. KARPUZI	_____	_____	_____	_____