

## COUNCIL MEETING AGENDA

Monday, May 8, 2023 – 7:00PM

- I. Call to Order
- II. Reflection and Pledge of Allegiance
- III. Roll Call: M. Heckmann, J. Maloney, R. Astor, N. Kovach, W. Oates, M. Randazzo, D. Swisher, D. Baumgarten, E. O'Malley, K. Stringent, D. Biondo, K. Truver, P. Vietmeier.
- IV. Approval of Minutes – **April 24, 2023**
- V. Public Comments Agenda Items Only
- VI. Bid Openings - **Motion to award of the Liquid Fuels Fund Roadway Improvement Program (Contract No. 23-R01) in the base bid amount of \$174,495 to Mele and Mele and Sons, Inc. in accordance with the LSSE Bid Report letter dated May 5, 2023.**

**Motion to award of the Capital Fund Roadway Improvement Program (Contract No. 23-R02) in the base bid amount of \$278,436.50 to Mele and Mele and Sons, Inc., Change Order No. 1 in the amount of \$17,295 (Police Department Parking Lot), Change Order No. 2 in the amount of \$14,591 (Library Side Parking Lot), Change Order No. 3 in the amount of \$106,832.50 (981 Castle Shannon Boulevard Parking lot) and Change Order No. 4 in the amount \$268,489 (Lower/Rear Hamilton Parking Lot Access drive) in an aggregate amount of \$685,644.**

**Motion to reject bid received for Contract No. 23-PK6 (Lower Hamilton Park – Group 2 Park Paving) in accordance with the LSSE Bid Report letter dated May 5, 2023.**

- VII. Public Hearings
- VIII. Civil Service Commission
- IX. Real Estate Tax Collector – **April 2023 Report; Year to Date Report**
- X. Council Committee Reports
  - A. Public Relations/Communications
  - B. Buildings & Grounds/Public Works
  - C. Public Safety/Fire
  - D. Finance – **April 2023 Report**
  - E. Community Activities/Planning & Codes – **Permits; Violations**
  - F. Library
  - G. MRTSA
  - H. Associations
    - i. South Hills Area Council of Governments (SHACOG)
    - ii. Allegheny County Borough's Association/Allegheny League of Municipalities (ACBA/ALOM)
  - I. Police Pension - **Motion to accept the Police Pension Plan Financial Statements Dated December 31, 2022, as prepared by Girard**
  - J. Non-Uniformed Pension - **Motion to accept the Non-Uniformed Pension Plan Financial Statements Dated December 31, 2022, as prepared by Girard; Non-Uniformed Defined Contribution Pension Plan - Motion to accept the Non-Uniformed Defined Contribution Pension Plan Financial Statements Dated December 31, 2022, as prepared by Girard.**
- XI. Manager's Report - **Motion to accept the resignation of Borough Clerk Ms. Cheryl Salera.**

**Motion to declare a Sanitary Sewer Emergency as it relates to the need for Emergency Sanitary Sewer Repairs at and around 1320 Hamilton Road.**

**Motion to approve expenditures in the amount of \$84,150.00 to Soli Construction, Inc. for Emergency Sanitary Sewer Repairs at and around 1320 Hamilton Road.**

**Motion to appoint Council Member Nancy Kovach as the Voting Delegate for the purpose of electing Officers of the Pennsylvania State Association of Boroughs 2023 annual conference.**

**Motion to award the RACP Funded Streetscape (Phase II) Design Services to KU Resources, Inc. in the amount of \$149,320.00.**

**Motion to authorization a donation in the amount of \$3,000.00 to the Castle Shannon Youth Association for the 2023 Golf Outing.**

**Motion to Allow the Appropriate Borough Officials to Enter into an Agreement with the Castle Shannon Revitalization Corporation to allow for the installation of two (2) charge point electric vehicle charges at the James Street Parking Lot at a Borough cost of approximately \$16,000 dollars plus the annual cost of electricity.**

- XII. MS4
- XIII. Mayor's Report – Proclamation National Police Week May 15-21, 2023
- XIV. Planning Commission
- XV. Solicitor's Report
- XVI. Keystone Oaks
- XVII. Public Comment Period – Any Open Items
- XVIII. Other Business
- XIX. Adjournment

**CASTLE SHANNON BOROUGH  
MINUTES OF REGULAR MEETING**

April 24, 2023

The following elected officials were present: M. Heckmann, J. Maloney; R. Astor; N. Kovach; B. Oates, M. Randazzo; D. Swisher; D. Baumgarten. Tax Collector E. O'Malley was absent. The following appointed officials were present: K. Truver, Police Chief; P. Vietmeier, Codes Official; D. Biondo, Solicitor. Borough Manager K. Stringent was absent.

**Minutes:** The minutes of the April 10, 2023 council meeting were presented. Ms. Randazzo motioned to approve the minutes. Mr. Maloney seconded; all in favor; motion carried.

**Public Comment – Agenda Items:** No comments were received; therefore, the public comment section was closed.

**Bid Openings:** Mr. Heckmann presented the results of the bid for the Lower Hamilton Park Infrastructure and Retaining Walls project. Ms. Kovach motioned to award the bid of Contract No. 23-PK4 Group 2 Parks – Lower Hamilton Park Infrastructure and Retaining Walls to Dragun Contracting and Landscape Design, LLC for \$1,163,930.00. Mr. Oates seconded; all in favor; motion carried.

**Council Committee Reports**

**Public Relations/Communications** – Mr. Heckmann was happy to introduce the new Main Street website that has been launched. This is a resource to our business community and will provide a resource for news and events. A new retail campaign has started with Main Street Castle Shannon window signs. Council encourages residents to always support our local businesses. Mr. Heckmann commended borough staff for their work on the website.

**Building & Grounds/Public Works** – Mr. Maloney reported on an emergency sanitary sewer situation on Hamilton Road.

The public works crew has been cutting grass and cartways and working on park maintenance.

**Public Safety/Fire:** Mr. Astor reported that the Castle Shannon Volunteer Fire Department responded to sixteen calls in April. Ten calls were in the borough. One response was in Baldwin Township, with five mutual aid calls.

Chief Truver presented Resolution #729 – revising the fees for the application and issuance of a license for a transient retail business including door-to-door solicitors, peddlers, and all other transient retail businesses. Ms. Kovach motioned to adopt Resolution #729. Mr. Swisher seconded; all in favor; motion carried.

Officer Michael Kalas has submitted his resignation. Ms. Randazzo motioned to accept the resignation with regret. Mr. Astor seconded; all in favor; motion carried. Officer Kalas is leaving in good standing and was an exemplary officer.

Chief Truver presented a Memorandum of Understanding between the borough and Keystone Oaks School District. In compliance with the School Code, the renewal for this is every two years. Mr. Maloney motioned to authorize the appropriate officials to execute the MOU for Keystone Oaks School District. Ms. Randazzo seconded; all in favor; motion carried.

Chief Truver reported that Pennsylvania Law Enforcement Accreditation Assessors will be visiting the police department this week for a final review.

**Finance:** Mr. Swisher reviewed the check register for April 14<sup>th</sup> and questioned a lawn mower expenditure. Mr. Swisher also reviewed the check register for April 21<sup>st</sup> and questioned the invoice for insurance.

Ms. Kovach questioned whether an invoice by Charles Christ for streetscape photos and videos was for the website. Mr. Heckmann answered yes for the construction footage downtown that will be posted on the borough's You-Tube channel and borough website.

**Community Activities/Planning and Codes** – Mr. Heckmann thanked the volunteers and staff that attended the Saw Mill Run Spring Stream Clean-up on April 22<sup>nd</sup>. Mr. Astor stated that the event was sparsely attended, but a solid group of people working together accomplished the goal. Mr. Astor added that the creek is continuously improving from this effort.

Mr. Vietmeier stated that Michael Moog, Codes Enforcement Officer, started last week.

**Library** – Ms. Randazzo announced that National Library Week is April 23<sup>rd</sup> to April 29<sup>th</sup> and welcomed Heather Myrah, Library Director, and Donna Phillips, President of the Board of Trustees, to tonight's meeting. Ms. Randazzo thanked Ms. Myrah and Ms. Phillips for their contributions to the library. The theme for National Library Week is "There's More to the Story". Ms. Randazzo added that the borough is so blessed to have such a strong library. Strong communities are about strong libraries and literacy.

Ms. Myrah announced that The Annual Tiny Art Exhibition is April 25<sup>th</sup> from 6:30 pm to 7:30 pm.

The library is hosting a pop-up event at Myrtle Parklet on April 26<sup>th</sup> from 4:30 pm to 6:00 pm with games, activities, and book give-a-ways.

Friends of the Library Book Sale made \$1,800 in sales.

A fundraising event is planned at The Walnut Grill in Bethel Park on April 26<sup>th</sup>. Presenting the flyer from the website will allow 20% of sales to be donated to the library.

**ALOM** – Ms. Kovach and Mr. Astor attended the ALOM Spring Conference. Ms. Kovach gave an in-depth report on the legislative panel discussion regarding: local use of radar legislation, an emergency response team from Western Pennsylvania, an urban search and rescue bill, reinstatement of civic classes in Pennsylvania history in Pennsylvania schools, recruitment incentives for police and fire fighters, a gift ban for law makers, gun safety, landside legislation, approval of digital advertising, encouragement for local governments to invest in Electronic Vehicle (EV) chargers, and ways to address unfunded mandates.

Ms. Kovach was pleased to announce that Castle Shannon Borough has been once again designated as a banner community by the Allegheny League of Municipalities.

Ms. Kovach attended a session at the ALOM Conference on Animal Welfare and Control Solutions for Municipal Leaders and asked Mr. Vietmeier if the borough's chicken ordinance contained a manure disposal clause. Mr. Vietmeier will check the ordinance.

**SHACOG** – Mr. Oates attended the Board of Directors meeting in South Fayette. Mark Patrick spoke regarding the creation of a redevelopment authority.

Mr. Heckmann noted that Ms. Stringent is an active participant in CONNECT (communities connected to the City of Pittsburgh), and the members are considering establishing a grant writing authority.

**Manager:** Mr. Heckmann presented a design services proposal by KU Resources for the RACP Funded Streetscape Phase II and discussed the scope of the project. A second proposal was received from Lennon, Smith, Souleret Engineering. Mr. Swisher questioned the bid price from Lennon, Smith, Souleret. Mr. Heckmann noted it was approximately \$3,000 less than the proposal from KU Resources, but KU has an active permit with PennDOT which will reduce their cost. Mr. Swisher believes that continuity of the project is not a valid reason to retain KU Resources. Mr. Maloney motioned to table the agenda item until both proposals have been reviewed by council. Mr. Oates seconded; all in favor; motion carried.

Mr. Heckmann presented Resolution #730 for a plan revision for new land development related to Hamilton Park renovations. Ms. Randazzo motioned to adopt Resolution #730. Mr. Oates seconded; all in favor; motion carried.

**Mayor's Report:** Mayor Baumgarten read a proclamation for National Library Week 2023 whereas libraries have long served as trusted institutions - often the heart of their cities, towns, and schools. The library offers equipment and professional staff support to utilize technology, programs and services; and the library is a resource for people of all ages, interests, and backgrounds. America is celebrating National Library Week including April 25<sup>th</sup> as National Library Workers' Day and the immeasurable contributions made by library workers; April 26<sup>th</sup> as National Outreach Day showing library services are not limited to their physical location; and April 27<sup>th</sup> as Take Action for Libraries Day encouraging community support for libraries.

Mayor Baumgarten asked Chief Truver to briefly explain accreditation for the police department. Chief Truver stated that there are 160 standards that are national best practices for law

enforcement agencies. The Pennsylvania Law Enforcement Accreditation Commission has assessors to review the policy manual, practices, policies and procedures to ensure accreditation standards are being met. The assessors will also talk to the officers and review the vehicles and equipment. Accreditation Manager Lt. David Lane has been working on this for many months. The department has an accreditation project team. Lexipol is the policy manual and is in accreditation services. Mayor Baumgarten added that the accreditation process started many years ago with Former Police Chief Harold Lane, and this is quite an accomplishment and honor for the borough and police department.

**Public Comment:** Paul Salvayon, President of the Castle Shannon Revitalization Corporation – stated that he sent an email to Borough Manager Katie Stringent on an alternative energy grant for EV chargers. Mr. Salvayon continued stating that the grant opportunity would be for \$500,000 with a 20% project match for EV chargers for the James Street parking lot, the library, the fire department, the municipal center, the parks, and public works garage. Mr. Salvayon had asked for CSRC to be added to this evening's agenda for a discussion on this grant opportunity since the grant application is due the end of May. Ms. Stringent replied that she would not be at the April 24<sup>th</sup> meeting and would defer the request to the May 8<sup>th</sup> meeting. Mr. Salvayon presented copies to council of the following email received from Mr. Heckmann regarding the borough's relationship with the CSRC:

Hey Paul,

I hope you are well. Katie mentioned to me today that you've made a request to meet with her and Council members related to CSRC and Borough matters. While I won't speak for my Council colleagues who can certainly make time for such meetings if they choose, I'd like to outline my position on our organizational relationship and future meetings that consume Borough staff time.

To my knowledge, you've met with Katie four times in the past few months as well as some meetings with Krista as well. While some of the topics discussed in these meetings may include some hope at shared opportunities between our organizations, not much meaningful progress has been made. This, I suspect, is because of a hard truth that must be addressed - the health, credibility and capacity of the CSRC remain problematic.

Myself, staff, and other Council members are concerned by the health of your organization, and despite what has been suggested, our concerns have nothing to do with a "bias" against you or your organization.

The Borough has funded the CSRC and its initiatives to the tune of well over \$500,000 since its inception. We're in the midst of a more quantitative assessment of this figure, but just consider the years of salary for a Mainstreet Manager from Barry forward, the streetscape match money paid exclusively by the taxpayers, and the hundreds of hours of complimentary police, public works and administrative staff time to enable your many events, fundraisers, bookkeeping, minutes-taking, mailers and more.

The investment the Borough has made in your organization since its inception has been immense, greater than any of our other non-profit partners over a similar time horizon. Any claim to bias against supporting you simply falls flat.

A fairer statement someone could make is that Council is paying far more attention to the relationship between the CSRC and the Borough as it relates to good governance, organizational capacity, budget allocations, and shared vision and goals for the community.

On this point, I'll mention what seem to be plainly observable truths about the current state of your organization and its relationship with the Borough:

- The CSRC has no website, no mission or vision of substance, and has been judged by the prevailing mainstreet accrediting organization in the state to be problematic on many levels (you can read the many annual reports from the PA Downtown Center to verify this, as I have). If statewide leaders in this sector do not have faith in the CSRC's operations, that alone would be cause to question continued collaboration.
- The CSRC has neglected to keep records in a way that encourages openness with the public or the Borough as its primary funder. You do not post minutes publicly nor your bylaws, and to my knowledge you have not published an operating budget or furnished any meaningful reporting on progress, impact or metrics to the Borough in any year since my joining Council (this was also a chronic issue in your PDC reviews). Non-profit best practices dictate that an organization provide open and frequent reports (qualitative and quantitative) to their funders to keep and grow trust between them. This simply does not occur with your organization.
- Current and former Board members of the CSRC do not seem to understand the ethical responsibilities they should be mindful of as members of both the CSRC Board and Borough Council. I'm aware that the CSRC was originally formed with a tax designation that assumes a relationship and shared representation between our organizations. That said, proper conduct in the interest of public trust is expected in order to maintain that relationship, and there remain a number of instances where respecting the best practices of ethics and governance has been lacking.
- There is an unfortunate history of CSRC leadership creating "us vs them" dynamics with downtown business owners and constituents as it relates to the Borough. Your insistence at a recent Council meeting that we should be collaborating better feels bereft of recent context where downtown policy matters that should have been collaborative became rhetorical battlegrounds between us. I have and continue to welcome healthy disagreement between Council and the community, but I don't go out of my way to work with people or organizations who seem to favor unhealthy dialogue.

In the end, a realistic judgment needs to be made as to whether it makes sense to collaborate formally with an organization lacking judgment, formality, controls, respect for public service, financial stability, and a true spirit of collaboration.

If you wish to look at other organizations that the Borough does productively partner with and fund from which your organization can learn from, I would focus on the CSVFD and the Castle Shannon Youth Association. Both organizations have shown what a healthy, fruitful relationship with the Borough can look like AND are committed to openness and respectful conduct on achieving shared goals.

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In summary, please be advised that:

- We truly wish the CSRC would find its purpose, secure its own capacity, identify sustainable funding, operate with good governance and find a truly collaborative spirit for us to work with you. All other non-profit partners we work with and financially support have these things in place, so there should be no mistaking this encouragement as being unfair or uniquely asked of your organization. We expect it of all of our non-profit partners, as the public's trust demands us to do.
- Katie and Borough staff generally will not be consuming their time with CSRC initiatives or meetings until those aforementioned items are addressed. While your organization, like any other or any constituent, can ask Council to entertain requests in the future, I will personally be taking the position that until the CSRC conforms to a healthier, more capable set of organizational norms, our collaborative efforts should be minimal.

Again, we look forward to a day where your Board and perhaps your personal leadership of the organization can address these concerns.

Have a good weekend,  
Mark

Mr. Salvayon stated that CSRC was created in 2009 by borough council. The current solicitor supplied the bylaws and articles of incorporation. The IRS determination letter lists the CSRC as a Type 1 supporting organization. The CSRC's sole beneficiary is Castle Shannon Borough. Any grants, funds or activities undertaken are to solely benefit Castle Shannon. As part of that, the IRS determines that there are organizational relationships. The IRS relationship requires CSRC to raise money through grants and donations for Castle Shannon Borough's benefit. The IRS control tests require that no single members benefit from CSRC; therefore, there are no members on borough council that are self-fulfilling. The IRS relationship tests requires Castle Shannon Borough to operate, supervise and control CSRC. Mr. Heckmann disagreed and stated that the CSRC is an independent supporting organization. Mr. Salvayon disagreed and stated that the IRS letter is the reason that CSRC has been subservient to Castle Shannon from the beginning and why Castle Shannon was controlling all the records, minutes and mailings for many years.

Mr. Salvayon continued stating that the CSRC has to file their taxes differently from most non-profits due to the way the IRS designates the organization. Mr. Salvayon believes Castle Shannon should pay for the accountant and should be providing more services and working better with CSRC. This is the reason why Mr. Salvayon has been meeting with borough officials - to find ways to work together.

Mr. Salvayon discussed a cooperation agreement between the CSRC and borough drafted in 2019 regarding the main street manager position. Mr. Salvayon stated the new main street website would have been another great project that CSRC could have worked on instead of using tax payer money. Doing things unilaterally without CSRC's help is causing losses of being able to get grant funding through Keystone Communities through CSRC. Mr. Salvayon affirmed that borough representatives and main street manager should be meeting with CSRC to assist them, and the organizations should be working together for grants opportunities.

Mr. Salvayon stated that the other non-profit organizations (CSYA and CSVFD) do not have current meeting minutes posted on their websites. CSRC does not currently have a bona fide website. A website was designed in 2017, and a vendor was paid to redesign the website after that time; however, the project was not completed. The CSRC Facebook page has over 1,000 followers and likes which Mr. Salvayon believes is a more meaningful way to post information on the business district and information about the organization, community, and events.



Regarding events, Mr. Salvayon noted that in prior years the CSRC sponsored a golf outing (with borough staff assistance) that was their main funding source for community events. Mr. Salvayon added that the borough has taken away the partnership for this event.

Mr. Salvayon had commented on Mr. Heckmann's emailed statement that "The Borough has funded the CSRC and its initiatives to the tune of well over \$500,000 since its inception." Mr. Heckmann presented itemized information on the conference screen that indicates the borough has expended over \$1,298,000 that the tax payers of Castle Shannon have paid for CSRC/revitalization activities, which include the recently completed streetscape grant match and engineering fees. Mr. Salvayon reiterated that Castle Shannon Revitalization Corporation was started by borough council to provide a non-profit source of revenue for events like community day. Mr. Heckmann questioned - what revenue has CSRC brought to the borough. Mr. Salvayon answered the grant funding for Phase I of streetscape. Mr. Heckmann questioned how much CSRC has paid towards the matching funds. Mr. Salvayon replied he did not know the amount of the match requirement. Again, Mr. Heckmann noted the information displayed on the viewing screen that was paid by borough taxpayers.

Mr. Heckmann stated that council decides how finances should be properly allocated based on the quality of the partner, regardless of tax designation or who founded the organization. An organization must operate consistently in a way that conforms to non-profit best practices and shows there is trust in how public dollars are being spent that validate and quantify for council that the impact is warranted. Council is not obligated even if the organization is subservient.

Mr. Salvayon addressed an expense listed of \$14,820 spent on the CSRC's website and asked how much the borough has spent on their flashy new main street website. Bethany Kovach, CSRC Board Member, admits that funds have been spent on their website, but added that all of the borough's financial contributions have benefitted the community. Ms. Kovach noted that the cost of funding the match for the streetscape was not money given directly to the CSRC. These are things being done for the benefit of the community. Ms. Kovach added that the cost of the main street manager salary in 2022 did not benefit the CSRC.

Mr. Salvayon stated that when CSRC representatives met with the Pennsylvania Downtown Center representatives it was determined that the main street manager was a 60/40 relationship with the borough. Mr. Heckmann stated that the borough paid 100% for this employee position, and the employee's capacity was to be a 60/40 split. Ms. N. Kovach mentioned that the borough and CSRC needed this employee to get the grant. Mr. Heckmann stated that the borough paid for the grant writer and paid the salaries through reimbursements to the CSRC.

Ms. Kovach stated that when Mr. Warhold identified the downtown area as a blighted area, the previous council agreed to form the CSRC as a non-profit organization. Mr. Heckmann stated that council is not questioning the origin of the organization but questioning forward thinking. Mr. Heckmann agreed that council authorized the listed expenses. Mr. Heckmann pointed out that the organization (CSRC) is being judged upon what the impact and ultimate effectiveness of caretaking of the public's dollar.

Mr. Salvayon questioned who is judging the CSRC. Mr. Heckmann replied that every time council votes to make an allocation, council members are making a judgement as to what is the efficacy of the relationship – the merit of the relationship. Ms. B. Kovach added that what revitalization has done is effective and benefitted the borough. Mr. Heckmann questioned, what has CSRC done when the borough has paid for it all; what expenditures CSRC has made. Ms. B. Kovach answered she is not saying that she paid for anything; however, the borough benefitted from the expenditures. Mr. Heckmann stated that his argument is that \$1.3 million has been invested in the organization and revitalization; and the impacts, some of which has been positive, are because of the investment made by taxpayers. Mr. Salvayon added that the borough enjoyed the benefits of the CSRC non-profit status to accomplish some of the goals, such as businesses donating time and money for Community Day that could be used as a tax write off. Mr. Heckmann noted that this benefit could be enjoyed through any non-profit organization, not necessarily CSRC. Mr. Salvayon debated why would the borough support another organization that is not a 100% beneficiary to the borough. Mr. Heckmann stated that the organization chosen last year for Community Day, the Castle Shannon Youth Association, is an organization that has done far more to demonstrate that they are an effectively run organization.

Mr. Salvayon related that Mr. Heckmann noted that the CSYA has a website that is up to date. Mr. Salvayon stated that the meeting minutes and budget on this website has not been updated since 2019. As a tax payer, I cannot go to this website to find out how much time and money is being invested in the borough fields.

Mr. Heckmann stated that the borough could go through the bylaws to determine how well the CSRC has attended to their rules of operation. Mr. Salvayon responded he does not have the bylaws with him. Mr. Heckmann continued saying the argument is that the borough has expended a great deal of money into the organization, and he stands by every clause in his aforementioned email, which is that some council members do not feel that they are getting a great return on the investment. Council decides which partners it uses to accomplish its goals. Mr. Heckmann reiterated from his email that he would like CSRC to find its vision, how to staff itself effectively, and how to identify dedicated funding streams. The other non-profit organizations have done this.

Mr. Heckmann questioned why the CSRC is so special that these deficiencies should be ignored. Ms. N. Kovach asked that why is the CSRC so not special that they cannot have the same attention given to the other organizations. Mr. Heckmann noted the \$1.3 million in expenditures for revitalization over the past decade that has not been provided to other organizations. Mr. Heckmann added that the only beneficiary that may have received more would be the library through tax revenue. Neither the fire department nor CSYA have received that amount of borough funding in the last decade. Mr. Salvayon stated that the funding is directly invested in the borough, the downtown business district, and Community Day for the tax payers' benefit.

Ms. B. Kovach stated that the borough's expenditures have benefitted the community, and she believes both groups can benefit from a partnership. Ms. B. Kovach added that the CSRC has new leadership.

Mr. Salvayon stated that he is waiting for an approval on an agreement with the borough on the soldier banners delineating each organization's responsibilities. Mr. Heckmann replied that the borough continues to leverage staff to cover for a lack of capability on the CSRC's part to follow through on the soldier banner program. CSRC representatives continue to call borough staff about this program.

Sarah Bride introduced herself as the CSRC representative in charge of the soldier banner program. Ms. Bride stated that her grandfather fought in the Vietnam War and voluntarily served twice in the Marines. Ms. Bride is a federal employee for the Department of Defense and a reservist for the Air Force, and the soldier banner the program is near and dear to her. Ms. Bridge stated the program is a disaster, and she has taken many hours to try to organize the program, i.e., coordinate banners, orders, and replacements. Ms. Bride is asking for the CSRC and the borough to work together to find ways for the CSRC to assist the borough.

Mr. Heckmann said the ask is that CSRC demonstrates that they are a capable partner going forward. Mr. Heckmann referred to the organization's lack of mission statement, minutes of meetings and bylaws, operating budget and reporting of progress or impact, annual reports, etc. These are chronic deficiency issues identified in the Pennsylvania Downtown Center reviews. Operating with good governance, having controls in place, and standards for ethics for people in the organization are possibly more important than having public minutes.

Mr. Heckmann stated that he has the CSRC archives of minutes that have been shared with the borough and noted that there are swaths of meeting minutes missing. Mr. Salvayon answered that this was before his involvement with the CSRC, and the main street manager was an employee of the borough. Mr. Heckmann noted that Article 8 of the CSRC bylaws state that the corporation shall keep complete books and records and keep minutes of proceedings. Mr. Salvayon related he has a box in his basement with CSRC records that he is willing to provide to the borough.

Mr. Salvayon stated that in order to have a strategic plan, CSRC needs to have all members of the organization and members of the community working together. Mr. Heckmann replied that the CSRC is its own organization and does not need council members for a strategic planning session. Mr. Salvayon stated that the CSRC benefits Castle Shannon Borough, and council is almost 100% involved in everything they do. It was noted that Ms. N. Kovach is a board member for the CSRC and a borough council member. Ms. Randazzo was a member in the founding days of the organization. Mr. Salvayon stated that the current bylaws allow up to 15 members and will be amended to allow other members in the group.

Mr. Heckmann said that CSRC members are asking for a partnership, however some council members would like to see them function on their own. The other two non-profit organizations discussed can do their business independently.

Ms. B. Kovach stated that in the instance of the EV chargers, CSRC can apply for the grant; however, they would need borough approval for use of the charger sites on borough property. Just as the CSYA uses the borough fields, this is a partnership that could be worked on. For

street events, the CSRC would need assistance from the police and public works. These events work better when partnering together.

Ms. N. Kovach discussed a prior request from the CSRC to work together to install EV chargers. Borough representatives requested more information. The CSRC provided more information, however the project did not proceed. Mr. Heckmann replied that submitting information for a project is not an automatic approval. Ms. B. Kovach and Mr. Salvayon discussed the possibility of the EV chargers with local business owners who were very excited about the project and are looking for ways to increase their business. There is a new grant opportunity that is much larger than the original proposal. CSRC representatives would like to meet with Ms. Stringent on this project. Ms. B. Kovach stated that the CSRC wants to move forward with opportunities for the borough and that cannot be accomplished without meeting with borough officials. Mr. Heckmann noted that this proposal could be presented to council at their next meeting.

Mr. Heckmann advised that borough administration will continue to share appropriate social media posts from the CSRC and continue to forward calls for the soldier banners to the CSRC.

Annie Shaw, Glen Shannon Drive – asked if the borough has an external audit firm. Mr. Heckmann answered yes – Hosack, Specht, Muetzel & Wood. She also asked if council met in executive session this evening. Mr. Heckmann answered no. She also asked, when was the last time council met in executive session. Mr. Heckmann responded that although he did not know the last time, council would be meeting in executive session after tonight's meeting on a personnel issue. Ms. Shaw asked if the borough has a capital project plan internally and for how many years. Mr. Heckmann answered that the borough is in the midst of creating a capital inventory that will have at least a five-year outlook and will be a public document when available.

Ms. Shaw stated that although the borough is not violating the Sunshine Act, she believes the borough is skirting it and not acting in the spirit of the Sunshine Act. Ms. Shaw asked for more transparency. As a member of the school board, Ms. Shaw is very proud of the openness of the school district's meetings, working sessions, and public meetings. All their motions are written out with amounts, and she would like to see the borough agendas reflect this. Council agreed that the agenda could contain wording for motions or discussions.

Mr. Heckmann closed the public comment section.

#### **Other Business:**

Ms. Randazzo asked Ms. Shaw if there are any plans moving forward with security for the elementary schools. Ms. Shaw stated that Dr. Stropka published a recent statement, and she will forward this to Ms. Randazzo. Ms. Shaw said it would be very difficult to have security installed in the short scheme of things for this year. Ms. Randazzo believes that both organizations could do better with transparency.

Mr. Swisher referenced a resident's concern at the April 10<sup>th</sup> meeting regarding water ponding on Poplar Avenue. Mr. Heckmann replied that the borough engineers were asked to assess the area for appropriateness for an addendum to the scope of the road repair.

Mr. Heckmann announced that council will meet in executive session on a personnel matter.

Mr. Swisher motioned to adjourn. Mr. Oates seconded; all in favor; motion carried.

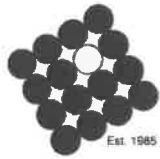
Approved as presented this 8th day of May 2023.

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Katie M. Stringent  
Borough Manager

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Mark J. Heckmann  
Council President



# LSSE

Civil Engineers and Surveyors

HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA

**MANAGING PRINCIPALS**

Kevin A. Brett, P.E.  
Ned Mitrovich, P.E.  
Jason E. Stanton, P.E.

May 5, 2023

S. O. No. 253-2023

**VIA EMAIL ONLY**  
**(kstringent@csboro.org)**

Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Contract No. 23-R01 (Liquid Fuels)**  
**2023 Roadway Improvement Program**  
**Bid Report**

Dear Ms. Stringent:

In accordance with the Advertisement, sealed bids for the subject contract were received through the Quest Construction Data Network (QuestCDN) until 11:00 AM on May 3, 2023. The bids received were opened and read aloud. There was one addendum issued for this contract.

Prior to the bid opening, three Contractors requested proposal bid forms. Bid proposals were received from two Contractors for Contract No. 23-R01 (Liquid Fuels) – 2023 Roadway Improvement Program with bid amounts as follows:

Contractor	Base Bid Amount
Mele & Mele & Sons Inc.	\$174,495.00
Independent Enterprises Inc.	\$194,700.00

Base Bid: Broadway Avenue (3127 Broadway to 6<sup>th</sup> Street)  
Highland Villa Road (1456 Highland Villa to Whitehall Border)  
Magnolia Drive (Highland Villa Road to McRoberts Road)

Per the Instructions to Bidders, bid bond companies were checked and all are listed on the U.S. Treasury Circular 570.

In accordance with Section B.3 of the Instructions to Bidders, using the bid quantities and contractors bid unit prices, each bid was checked for mathematical errors in extension and addition. No errors in extension or addition were discovered. The enclosed bid tabulation presents a listing of the item descriptions and Unit Price Bid for

**OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio**

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200	150 Pleasant Drive, Suite 204 Aliquippa, PA 15001 (412) 264-4400 Fax: (412) 264-1200	10560 Walnut Street Albion, PA 16401 (814) 756-4384 Fax: (814) 756-5638	4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057 Fax: (412) 264-1200	5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661
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Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
May 5, 2023  
Page 2

each item for all bids received. As presented above and in the bid tabulation, Mele & Mele & Sons Inc. is the apparent low bidder for Contract No. 23-R02 (Liquid Fuels) – 2023 Roadway Improvement Program. A copy of Mele & Mele & Sons Inc.'s bid proposal acknowledgement is enclosed herewith.

Based on the bids submitted, we suggest award of the Base Bid of Contract No. 23-R01 (Liquid Fuels) – 2023 Roadway Improvement Program to Mele & Mele & Sons Inc. as low bidder in the amount of \$174,495.00, subject to Mele & Mele & Sons Inc. obtaining the required insurance certificates, performance bond, and payment bond, and review and approval of same by the Borough Solicitor prior to execution of the Agreement by the Borough.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,



Jason E. Stanton, P.E.

JES/als

Enclosures

cc/enc: Dennis Biondo, Solicitor – (drbiondo@aol.com)

Bob

Castle Shannon Borough Roadway Improvement Program (Liquid Fuels) (#8446871)  
 Owner: Castle Shannon Borough  
 Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ  
 05/03/2023 11:00 AM EDT

Item Code	Item Description	UofM	Quantity	Mele & Mele & Sons Inc.		Independent Enterprises, Inc.	
				Unit Price	Extension	Unit Price	Extension
<b>BASE BID</b>							
1	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	3800	\$5.00	\$19,000.00	\$5.00	\$19,000.00
2	2 1/2" Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALs, PG 64-22, Section 413	TONS	600	\$104.50	\$62,700.00	\$115.00	\$69,000.00
3	1 1/2" Depth, Superpave WMA Wearing Course, 9.5mm, 0 to 0.3 million Design ESALs, PG 64-22, SRL-H, Section 413	SY	3800	\$10.00	\$38,000.00	\$10.25	\$38,950.00
4	Base Repair Including 10" Unclassified Excavation, Class IV Fabric, Installation Of 4" Bituminous Millings And 6" Depth Superpave Wma Base Course, 25mm, 0 To 0.3 Million Design Esals, Pg 64-22, Sectio	SY	600	\$46.00	\$27,600.00	\$70.00	\$42,000.00
5	3' Minimum Width Keyway Milling	LF	250	\$2.00	\$500.00	\$2.00	\$500.00
6	Bituminous Wedge Curb Spot Repair	LF	300	\$3.00	\$900.00	\$5.00	\$1,500.00
7	Adjust Inlet to Grade including Reparging Interior	EA	6	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00
8	Adjust Manholes to Grade	EA	1	\$750.00	\$750.00	\$250.00	\$250.00
9	Maintenance and Protection of Traffic during Construction as per PennDOT Publication 213 and the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)	LS	1	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00
10	Restoration of Lawn Areas (3' Avg. Width)	LF	2500	\$2.00	\$5,000.00	\$3.00	\$7,500.00
11A	Linestriping - 6" Single Solid White 'Vascar' (Thermoplastic)	LF	50	\$6.10	\$305.00	\$10.00	\$500.00
11B	Linestriping - 24" Solid White Stop Bar (Thermoplastic)	LF	3	\$230.00	\$690.00	\$500.00	\$1,500.00
12	Remove And Replace Sign And Breakaway Post - Stop Or Speed Limit	EA	6	\$650.00	\$3,900.00	\$500.00	\$3,000.00
13	Remove And Replace Sign And Breakaway Post - Guide or Warning	EA	1	\$650.00	\$650.00	\$500.00	\$500.00
<b>BASE BID TOTAL:</b>				<b>\$174,495.00</b>		<b>\$194,700.00</b>	

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PROPOSAL ACKNOWLEDGEMENT

TO: BOROUGH OF CASTLE SHANNON  
3310 MCROBERTS ROAD  
CASTLE SHANNON, PENNSYLVANIA, 15234-2711

FOR: CONTRACT NO. 23-R01  
2023 ROADWAY IMPROVEMENT PROGRAM  
(LIQUID FUELS)

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities and utilities for, to perform all work necessary or incidental to the construction of CONTRACT NO. 23-R01 – 2023 ROADWAY IMPROVEMENT PROGRAM (LIQUID FUELS), complete in every respect, in strict accordance with the Contract Documents including the Advertisement, Instructions for Bidders, Proposal, General Conditions, Special Conditions, Supplemental General Conditions, Contract, Bonds, Technical Specifications, Erosion Control Plan, Standard Drawings and Construction Drawings, all of which are considered part of this Contract, and which are on file in the office of the BOROUGH OF CASTLE SHANNON, 3310 McRoberts Road, Castle Shannon, Pennsylvania 15234-2711, and in the office of LENNON, SMITH, SOULERET ENGINEERING, INC.; 846 Fourth Avenue; Coraopolis, Pennsylvania 15108-1522, and any future changes therein as provided in the Contract and project specifications, and to perform all other obligations imposed by the Contract for the prices named in the BID WORKSHEET submitted via the QuestCDN bid submission referenced to herein as part of this Proposal Acknowledgement as "BID WORKSHEET." The BID WORKSHEET is considered part and parcel of this Proposal Acknowledgement and as referred to in the complete contract documents.

It is understood that the estimated quantities of the various Unit Price Items listed in the BID WORKSHEET are only approximate and are so listed only as a basis upon which the Owner may evaluate bids, and the undersigned bidder further agrees that if the final quantities of the unit price times tabulated above are greater or less than the estimated quantities, he will accept additions to, or deductions from the "Total Price Bid" as awarded, basing these additions or deductions upon the unit prices shown previously in the BID WORKSHEET. These additions or deductions will be accepted by the bidder regardless of the amount of the variations from the estimated quantities, which as stated above, are only approximate and are only for the use of the Owner.

The presentation in the BID WORKSHEET that are obviously unbalanced, may be sufficient cause for rejection of the entire Proposal, whether or not such Proposal is the lowest submitted.

The presentation in the BID WORKSHEET that are obviously unbalanced, may be sufficient cause for rejection of the entire Proposal, whether or not such Proposal is the lowest submitted.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the General Conditions.

This Document and all papers required by it and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM NO. <u>One</u>	DATE: <u>April 25, 2023</u>
ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____

The undersigned bidder hereby represents as follows:

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the Owner is personally interested, directly or indirectly in the Proposal and the accompanying Contract or the compensation to be paid hereunder;

(c) that this Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair, and without collusion or fraud;

(d) that should the Owner notify the undersigned of its intention to award a contract to the undersigned based on this Proposal, including any combination of alterations, additions, deductions, or omissions, indicated or authorized by the BID WORKSHEET or the Instructions to Bidders, the undersigned will furnish properly executed bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Supplemental General Conditions, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Proposal Security accompanying this Proposal, not as a penalty but as liquidated damages;

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(f) accompanying this Proposal is a (Certified Check/Bid Bond) in the amount of 10% of Bid payable to the BOROUGH OF CASTLE SHANNON which, it is agreed, shall be retained as liquidated damages by the Owner, if the undersigned fails to execute the Contract and furnish bonds as specified within ten (10) calendar days after notification to do so;

(g) to complete the work under this Contract will require approximately FORTY FIVE (45) calendar days from the date of written Notice to Proceed. If all work is not completed on time, including clean-up, liquidated damages will be assessed at the rate of \$885.00 per additional calendar day. **Work to tentatively begin on June 15, 2023 and be completed by July 30, 2023.** Liquidated damages will be assessed at the rate of \$500.00 per calendar day if a roadway is milled and does not have a final WMA Superpave wearing course within ten (10) calendar days. Additionally, Work Zone Liquidated Damages will be assessed at the rate of \$1,000.00 per 24-hour period for failure to comply with Maintenance and Protection of Traffic requirements. Liquidated damages are not a penalty;

(h) in submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities in the bidding;

(i) that this bid may not be withdrawn for a period of ninety (90) calendar days from the opening thereof; and

(j) CONTRACTOR'S CERTIFICATION

a. The undersigned Contractor does hereby certify to the following:

b. First, this Certification is for the benefit of the Owner, the Engineer, and the Engineer's Consultants.

c. Second, Contractor acknowledges that: (1) the Engineer's obligations are to the Owner and that, in performing such obligations, the Engineer may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them; (2) the Contractor has an independent duty and responsibility to review the Contract Documents prepared by the Engineer as to Constructability (meaning the difficulty) cost and time to build the Project as designed); and, therefore (3) the Contractor represents, certifies and warrants to the Owner, the Engineer and the Engineer's Consultants that:

i. The Contractor has its own in-house engineers and/or staff expertise who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its

Bob

subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or

- ii. The Contractor has engaged independent Engineers and/or experts who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or
  - iii. The Contractor has decided to forego any such review by any Engineer or expert and has accepted the risk that the difficulty, cost and time required to complete the Project as designed may be greater than its bid or any submitted cost estimate, budget or schedule for the Project, and therefore
- d. Contractor acknowledges that the Drawings and Specifications are intended only to depict and describe the intent of the completed Project. Contractor represents that it is qualified to construct the Project as depicted in the Contract Documents and to determine its own means, methods, techniques, sequences and procedures. To the extent that means, methods, techniques, sequences and procedures are identified in the Contract Documents, Contractor is required to independently evaluate those means, methods, techniques, sequences and procedures for the purpose of determining whether the means, methods, techniques, sequences and procedures depicted or described in the Contract Documents are adequate to construct the Project. Contractor further represents that it has based its bid upon its own determination of the means, methods, techniques, sequences and procedures required to construct the Project.
- e. Submission of a bid and/or Execution of the Contract by the Contractor is a representation that the Contractor has carefully reviewed and thoroughly examined and evaluated the Contract Documents to determine whether the Contractor needs clarification of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine its bid and that it has requested any needed clarification prior to submitting its bid. Contractor represents that it has the knowledge, skill and expertise to perform the Work; that it understands that it must make reasonable inferences to determine portions of the Work not shown in the Contract Documents that would be required for a proper and

complete project, and it has included all costs for such inferences in its bid; and, that Contractor is not relying on representations from the Contract Documents for the purpose of determining the means, methods, sequences or procedures of performing the Work.

- f. The Contractor, on behalf of itself and all of its subcontractors and sub-subcontractors) does hereby waive the right to make any claim against the Owner, the Engineer or any of the Engineer's Consultants for this Project (whether such claim is based on breach of contract, breach of warranty, misrepresentation, negligence or other tort or any other legal doctrine) for any alleged increased difficulty, cost or delay in completion of the Project due to any alleged misrepresentation, error or omission in the Contract Documents, and
- g. The Contractor agrees to indemnify and hold harmless the Owner, Engineer and all of the Engineer's Consultants from any and all claims brought by any subcontractor or anyone else working on the Project under the Contractors Agreement with the Owner for any and all attorneys fees and costs incurred by the Owner, the Engineer or any of the Engineer's Consultants in defending any Contractor or subcontractor claim for increased costs based on any alleged misrepresentation, error or omission in the Contract Documents, and that this indemnity includes any damages any of them are required to pay to such Contractor or subcontractor for alleged increased costs of construction or delay in completion of the Project), and
- h. Contractor acknowledges the right of any such Engineer or Engineer's Consultant to bring suit directly against the Contractor to recover or enforce this indemnity obligation, and
- i. Contractor also certifies that it shall secure similar certifications from each of its Subcontractors for the Project waiving their rights to recover against the Owner or the Engineer or any of the Engineer's Consultants for increased costs of construction or delay in construction due to any alleged misrepresentation, error or omission in the Contract Documents. Should the Contractor fail to secure any such waiver, then that failure shall be deemed a material breach of this Contractor Certification and the measure of damages recoverable by the Owner, the Engineer or any of the Engineer's Consultants for this breach shall be all attorneys fees and costs expended in defending any such claim as well as any damages awarded against any of them because of such a claim.

- j. Contractor also certifies that for utility line contracts (e.g. sanitary sewers, waterlines, and storm sewers) this certification applies to changes to horizontal and/or vertical alignment of the lines installed as may be necessitated by field conditions and/or other utility conflicts.

(k) PRICE ADJUSTMENT OF BITUMINOUS MATERIALS

- a. This Contract does contain an escalator clause for the Price Adjustment of Bituminous Materials as per PennDOT Specifications Form 408, Current Edition, Section 110.04. If the bituminous material incorporates RAP or RAS in the mix design, the bituminous price adjustment will only be calculated on the virgin asphalt present in the mix based on the actual mix design. The Base Price Index (IB) will be calculated using the month in which the project is advertised. The Contractor will be responsible for completing all applicable PennDOT CS-1PA Price Adjustment of Bituminous Materials calculation forms. Contractor shall submit CS-1PA forms with all payment requests that include items with bituminous material, regardless if the form calculates an increase, a rebate or no price adjustment.

Dated: May 3, 2023

ATTEST:

*Denise DePalma*  
Secretary/Assistant Secretary

Mele & Mele & Sons Inc

Corporation-Contractor

*[Signature]*  
President-Vice President

CEO

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Individual-Contractor

(Seal)

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, t/d/b/a \_\_\_\_\_, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_ (SEAL)  
Notary Public

My commission expires:

\*\*\*\*\*

WITNESS:

	_____ (Seal) Partnership-Contractor
	By _____ (Seal) Partner
	By _____ (Seal) Partner

BUSINESS ADDRESS OF BIDDER One Mele Place  
Braddock PA 15104

TELEPHONE NUMBER: 412-351-1234

NAME OF CONTACT PERSON: Anthony W. Mele

*BOLO*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Mele & Mele & Sons, Inc.  
\_\_\_\_\_ as Principal  
and Travelers Casualty and Surety Company of America \_\_\_\_\_ of  
the City of Hartford \_\_\_\_\_, State of Connecticut \_\_\_\_\_, a corporation  
existing under the laws and the State of Connecticut \_\_\_\_\_, and authorized to  
transact business in the Commonwealth of Pennsylvania \_\_\_\_\_, as Surety, are held  
and firmly bound unto the BOROUGH OF CASTLE SHANNON; 3310 McRoberts  
Road, Castle Shannon, Pennsylvania 15234 hereinafter called the Obligee, in the sum of  
Ten Percent of Amount Bid  
\_\_\_\_\_  
\_\_\_\_\_ (\$ 10% \_\_\_\_\_),  
lawful money of the United States of America, for payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the accompanying Proposal or Bid dated May 3 \_\_\_\_\_, 2023 \_\_\_\_\_,  
for CONTRACT NO. 23-R01 – 2023 ROADWAY IMPROVEMENT PROGRAM  
(LIQUID FUELS).

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon  
due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds  
with good and sufficient surety as may be required by the Contract Documents, and  
**furnishes** the Obligee proper evidence of effectiveness of insurance coverage,  
respectively, within the time, in the forms and in the amounts as appropriate, required by  
the Contract Documents, **and enters into a Contract with the Obligee in accordance  
with the Contract Documents**, then this Bond shall be void; otherwise, the Bond shall  
be and shall remain in full force and effect.

**The Principal and Surety hereby stipulates and agrees that if the Principal fails to  
perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee  
as fixed, liquidated damages.**

**The Surety for value received, hereby stipulates and agrees that the obligations of  
said Surety and its bond shall be in no way impaired or affected by any extension of**

BOY



time within the owner may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 3rd day of May, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

Mele & Mele & Sons, Inc.  
Name of Bidder, Corporation,  
Firm or Individual

WITNESS: Denise Delabna

By [Signature]  
Title CEO

BUSINESS ADDRESS OF BIDDER:

One Mele Place

Braddock, PA 15104

ATTEST: Patti K. Lindsey  
Patti K. Lindsey, Witness

Travelers Casualty and Surety Company of America  
[Signature]  
Surety

Josephine M. Streyle  
Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Josephine M Streyle** of **PITTSBURGH Pennsylvania**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of May, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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NON-COLLUSION AFFIDAVIT

Contract/Bid No. 23-01

State of Pennsylvania :  
: S.S.  
County of Allegheny :

I state that I am CEO (Title) of Mele & Mele & Sons Inc. (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

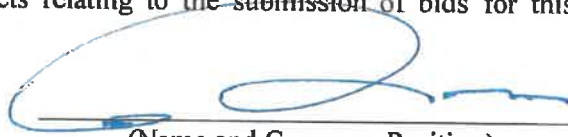
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Mele & Mele & Sons Inc. (Name of My Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Mele & Mele & Sons Inc. (Name of My Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Borough of Castle Shannon (Name of Public

BO14

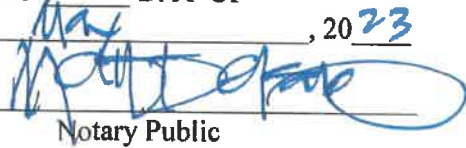
Entity) in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Borough of Castle Shannon  
(Name of Public Entity) of the true facts relating to the submission of bids for this Contract(s).



(Name and Company Position)

Anthony W. Mele, CEO

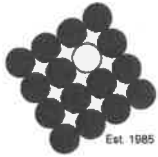
SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 3 DAY OF

May, 2023  
  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Mark DeFabio, Notary Public  
Allegheny County  
My commission expires February 3, 2025  
Commission number 1213379  
Member, Pennsylvania Association of Notaries

My Commission Expires: 2/3/25

BOIS



# LSSE

Civil Engineers and Surveyors

HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA

**MANAGING PRINCIPALS**

Kevin A. Brett, P.E.  
Ned Mitrovich, P.E.  
Jason E. Stanton, P.E.

May 5, 2023

S. O. No. 253-2023

**VIA EMAIL ONLY**  
(kstringent@csboro.org)

Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Contract No. 23-R02 (Capital Fund)**  
**2023 Roadway Improvement Program**  
**Bid Report**

Dear Ms. Stringent:

In accordance with the Advertisement, sealed bids for the subject contract were received through the Quest Construction Data Network (QuestCDN) until 11:00 AM on May 3, 2023. The bids received were opened and read aloud. There was one addendum issued for this contract.

Prior to the bid opening, three Contractors requested proposal bid forms. Bid proposals were received from two Contractors for Contract No. 23-R02 (Capital Fund) – 2023 Roadway Improvement Program with bid amounts as follows:

Contractor	Base Bid Amount
Mele & Mele & Sons Inc.	\$278,436.50
Independent Enterprises Inc.	\$313,324.00

Base Bid: Maplewood Drive (Columbia Drive to O'Brien Field)  
Lindenwood Drive (House No. 905 to Columbia Drive)  
Waverly Street (Dead End to Dead End)

Per the Instructions to Bidders, bid bond companies were checked and all are listed on the U.S. Treasury Circular 570.

**OFFICES IN:** Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200	150 Pleasant Drive, Suite 204 Aliquippa, PA 15001 (412) 264-4400 Fax: (412) 264-1200	10560 Walnut Street Albion, PA 16401 (814) 756-4384 Fax: (814) 756-5638	4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057 Fax: (412) 264-1200	5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661
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2014

Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
May 5, 2023  
Page 2

In accordance with Section B.3 of the Instructions to Bidders, using the bid quantities and contractors bid unit prices, each bid was checked for mathematical errors in extension and addition. No errors in extension or addition were discovered. The enclosed bid tabulation presents a listing of the item descriptions and Unit Price Bid for each item for all bids received. As presented above and in the bid tabulation, Mele & Mele & Sons Inc. is the apparent low bidder for Contract No. 23-R02 (Capital Fund) – 2023 Roadway Improvement Program.

A copy of Mele & Mele & Sons Inc.'s bid proposal acknowledgement is enclosed herewith.

In accordance with Paragraph B.2.1 in the Instructions to Bidders cited below and utilizing the unit prices submitted by Mele & Mele and Sons Inc., we've evaluated the costs associated with a potential change order associated the items identified in the following table.

*B.2.1 Owner's Changes: The Owner reserves the right to increase or diminish any or all of the Quantities of Work or to omit any of them as it may deem necessary; and any such increase or decrease of the quantities given for any of the items shall not be considered as sufficient ground for granting an increase in the unit price bid.*

Change Order No.	Change Order Number	Change Order Amount
1	Police Department Parking Lot	\$17,295.00
2	Library Side Parking Lot	\$14,591.00
3	981 Castle Shannon Boulevard Parking Lot	\$106,832.50
4	Lower/Rear Hamilton Park Access Drive and Parking Lots	\$268,489.00

Based on the bids submitted, we suggest award of the Base Bid of Contract No. 23-R02 (Capital Fund) – 2023 Roadway Improvement Program to Mele & Mele & Sons Inc. as low bidder in the Base Bid amount of \$278,436.50 and Change Order Nos. 1 through 4 in an aggregate amount of \$685,644.00, subject to Mele & Mele & Sons Inc. obtaining the required insurance certificates, performance bond, and payment bond, and review and approval of same by the Borough Solicitor prior to execution of the Agreement by the Borough.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,



Jason E. Stanton, P.E.

JES/als

Enclosures

cc/enc: Dennis Biondo, Solicitor – (drbiondo@aol.com)

3017

Castle Shannon Borough - 2023 Roadway Improvement Program (Capital Fund) (#8446870)  
 Owner: Castle Shannon Borough  
 Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ  
 05/03/2023 11:00 AM EDT

Item Code	Item Description	UofM	Quantity	Mele & Mele & Sons Inc.		Independent Enterprises, Inc.	
				Unit Price	Extension	Unit Price	Extension
<b>BASE BID</b>							
1	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	5700	\$3.50	\$19,950.00	\$4.82	\$27,474.00
2	2 1/2" Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALs, PG 64-22, Section 413	TONS	900	\$104.00	\$93,600.00	\$102.12	\$91,908.00
3	1 1/2" Depth, Superpave WMA Wearing Course, 9.5mm, 0 to 0.3 million Design ESALs, PG 64-22, SRL-H, Section 413	SY	5700	\$10.50	\$59,850.00	\$9.81	\$55,917.00
4	Base Repair Including 10" Unclassified Excavation, Class Iv Fabric, Installation Of 4" Bituminous Millings And 6" Depth Superpave Wma Base Course, 25mm, 0 To 0.3 Million Design Esals, Pg 64-22, Sectio	SY	900	\$46.00	\$41,400.00	\$70.00	\$63,000.00
5	3' Minimum Width Keyway Milling	LF	300	\$2.00	\$600.00	\$2.00	\$600.00
6	Bituminous Wedge Curb Spot Repair	LF	300	\$3.00	\$900.00	\$10.00	\$3,000.00
7	Adjust Inlet to Grade including Reparging Interior	EA	6	\$1,000.00	\$6,000.00	\$2,500.00	\$15,000.00
8	Remove Existing Grate And Install Type 'M' Bicycle Safe Grate	EA	3	\$1,850.00	\$5,550.00	\$500.00	\$1,500.00
9	Adjust Manholes to Grade	EA	3	\$750.00	\$2,250.00	\$250.00	\$750.00
10	Adjust Valve Boxes to Grade	EA	2	\$75.00	\$150.00	\$100.00	\$200.00
11	Install Type 'M' Inlet, Standard Box (Or Type 4 Or Type 5 Box, As Required), Variable Depth, 8" Cast Iron Frame And Bicycle Safe Grate	EA	1	\$6,250.00	\$6,250.00	\$6,000.00	\$6,000.00
12	Maintenance and Protection of Traffic during Construction as per PennDOT Publication 213 and the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)	LS	1	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
13	Restoration of Lawn Areas (3' Avg. Width)	LF	3700	\$2.17	\$8,029.00	\$3.00	\$11,100.00
14	15" Corrugated Polyethylene Pipe	LF	100	\$145.00	\$14,500.00	\$200.00	\$20,000.00
15A	Linestriping - 6" Single Solid White 'Vascar' (Thermoplastic)	LF	75	\$6.10	\$457.50	\$10.00	\$750.00
15B	Linestriping - 24" Solid White Stop Bar (Thermoplastic)	EA	5	\$230.00	\$1,150.00	\$325.00	\$1,625.00
16	Remove And Replace Sign And Breakaway Post - Stop Or Speed Limit	EA	8	\$650.00	\$5,200.00	\$500.00	\$4,000.00
17	Remove And Replace Sign And Breakaway Post - Guide Or Warning	EA	4	\$650.00	\$2,600.00	\$500.00	\$2,000.00
<b>BASE BID TOTAL:</b>				<b>\$278,436.50</b>		<b>\$313,324.00</b>	

12018

PROPOSAL ACKNOWLEDGEMENT

TO: BOROUGH OF CASTLE SHANNON  
3310 MCROBERTS ROAD  
CASTLE SHANNON, PENNSYLVANIA, 15234-2711

FOR: CONTRACT NO. 23-R02  
2023 ROADWAY IMPROVEMENT PROGRAM  
(CAPITAL FUND)

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities and utilities for, to perform all work necessary or incidental to the construction of CONTRACT NO. 23-R02 – 2023 ROADWAY IMPROVEMENT PROGRAM (CAPITAL FUND), complete in every respect, in strict accordance with the Contract Documents including the Advertisement, Instructions for Bidders, Proposal, General Conditions, Special Conditions, Supplemental General Conditions, Contract, Bonds, Technical Specifications, Erosion Control Plan, Standard Drawings and Construction Drawings, all of which are considered part of this Contract, and which are on file in the office of the BOROUGH OF CASTLE SHANNON, 3310 McRoberts Road, Castle Shannon, Pennsylvania 15234-2711, and in the office of LENNON, SMITH, SOULERET ENGINEERING, INC.; 846 Fourth Avenue; Coraopolis, Pennsylvania 15108-1522, and any future changes therein as provided in the Contract and project specifications, and to perform all other obligations imposed by the Contract for the prices named in the BID WORKSHEET submitted via the QuestCDN bid submission referenced to herein as part of this Proposal Acknowledgement as "BID WORKSHEET." The BID WORKSHEET is considered part and parcel of this Proposal Acknowledgement and as referred to in the complete contract documents.

It is understood that the estimated quantities of the various Unit Price Items listed in the BID WORKSHEET are only approximate and are so listed only as a basis upon which the Owner may evaluate bids, and the undersigned bidder further agrees that if the final quantities of the unit price times tabulated above are greater or less than the estimated quantities, he will accept additions to, or deductions from the "Total Price Bid" as awarded, basing these additions or deductions upon the unit prices shown previously in the BID WORKSHEET. These additions or deductions will be accepted by the bidder regardless of the amount of the variations from the estimated quantities, which as stated above, are only approximate and are only for the use of the Owner.



Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the General Conditions.

This Document and all papers required by it and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM NO. <u>One</u>	DATE: <u>April 25, 2023</u>
ADDENDUM NO. <u>      </u>	DATE: <u>                                  </u>
ADDENDUM NO. <u>      </u>	DATE: <u>                                  </u>
ADDENDUM NO. <u>      </u>	DATE: <u>                                  </u>

The undersigned bidder hereby represents as follows:

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the Owner is personally interested, directly or indirectly in the Proposal and the accompanying Contract or the compensation to be paid hereunder;

(c) that this Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair, and without collusion or fraud;

(d) that should the Owner notify the undersigned of its intention to award a contract to the undersigned based on this Proposal, including any combination of alterations, additions, deductions, or omissions, indicated or authorized by the BID WORKSHEET or the Instructions to Bidders, the undersigned will furnish properly executed bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Supplemental General Conditions, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Proposal Security accompanying this Proposal, not as a penalty but as liquidated damages;

(e) that he intends to be legally bound by the terms of this instrument;

*B020*

(e) that he intends to be legally bound by the terms of this instrument;

(f) accompanying this Proposal is a (Certified Check/Bid Bond) in the amount of 10% of Bid payable to the BOROUGH OF CASTLE SHANNON which, it is agreed, shall be retained as liquidated damages by the Owner, if the undersigned fails to execute the Contract and furnish bonds as specified within ten (10) calendar days after notification to do so;

(g) to complete the work under this Contract will require approximately FOURTY FIVE (15) calendar days from the date of written Notice to Proceed. If all work is not completed on time, including clean-up, liquidated damages will be assessed at the rate of \$885.00 per additional calendar day. **Work to tentatively begin on June 15, 2023 and be completed by July 30, 2023.** Liquidated damages will be assessed at the rate of \$500.00 per calendar day if a roadway is milled and does not have a final WMA Superpave wearing course within ten (10) calendar days. Additionally, Work Zone Liquidated Damages will be assessed at the rate of \$1,000.00 per 24-hour period for failure to comply with Maintenance and Protection of Traffic requirements. Liquidated damages are not a penalty;

(h) in submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities in the bidding;

(i) that this bid may not be withdrawn for a period of ninety (90) calendar days from the opening thereof; and

(j) CONTRACTOR's CERTIFICATION

- a. The undersigned Contractor does hereby certify to the following:
- b. First, this Certification is for the benefit of the Owner, the Engineer, and the Engineer's Consultants.
- c. Second, Contractor acknowledges that: (1) the Engineer's obligations are to the Owner and that, in performing such obligations, the Engineer may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them; (2) the Contractor has an independent duty and responsibility to review the Contract Documents prepared by the Engineer as to Constructability (meaning the difficulty) cost and time to build the Project as designed); and, therefore (3) the Contractor represents, certifies and warrants to the Owner, the Engineer and the Engineer's Consultants that:

- i. The Contractor has its own in-house engineers and/or staff expertise who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or
  - ii. The Contractor has engaged independent Engineers and/or experts who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or
  - iii. The Contractor has decided to forego any such review by any Engineer or expert and has accepted the risk that the difficulty, cost and time required to complete the Project as designed may be greater than its bid or any submitted cost estimate, budget or schedule for the Project, and therefore
- d. Contractor acknowledges that the Drawings and Specifications are intended only to depict and describe the intent of the completed Project. Contractor represents that it is qualified to construct the Project as depicted in the Contract Documents and to determine its own means, methods, techniques, sequences and procedures. To the extent that means, methods, techniques, sequences and procedures are identified in the Contract Documents, Contractor is required to independently evaluate those means, methods, techniques, sequences and procedures for the purpose of determining whether the means, methods, techniques, sequences and procedures depicted or described in the Contract Documents are adequate to construct the Project. Contractor further represents that it has based its bid upon its own determination of the means, methods, techniques, sequences and procedures required to construct the Project.
- e. Submission of a bid and/or Execution of the Contract by the Contractor is a representation that the Contractor has carefully reviewed and thoroughly examined and evaluated the Contract Documents to determine whether the Contractor needs clarification of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine its bid and that it has requested any needed clarification prior to submitting its bid. Contractor represents that it has the knowledge, skill and expertise

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to perform the Work; that it understands that it must make reasonable inferences to determine portions of the Work not shown in the Contract Documents that would be required for a proper and complete project, and it has included all costs for such inferences in its bid; and, that Contractor is not relying on representations from the Contract Documents for the purpose of determining the means, methods, sequences or procedures of performing the Work.

- f. The Contractor, on behalf of itself and all of its subcontractors and sub-subcontractors) does hereby waive the right to make any claim against the Owner, the Engineer or any of the Engineer's Consultants for this Project (whether such claim is based on breach of contract, breach of warranty, misrepresentation, negligence or other tort or any other legal doctrine) for any alleged increased difficulty, cost or delay in completion of the Project due to any alleged misrepresentation, error or omission in the Contract Documents, and
- g. The Contractor agrees to indemnify and hold harmless the Owner, Engineer and all of the Engineer's Consultants from any and all claims brought by any subcontractor or anyone else working on the Project under the Contractors Agreement with the Owner for any and all attorneys fees and costs incurred by the Owner, the Engineer or any of the Engineer's Consultants in defending any Contractor or subcontractor claim for increased costs based on any alleged misrepresentation, error or omission in the Contract Documents, and that this indemnity includes any damages any of them are required to pay to such Contractor or subcontractor for alleged increased costs of construction or delay in completion of the Project), and
- h. Contractor acknowledges the right of any such Engineer or Engineer's Consultant to bring suit directly against the Contractor to recover or enforce this indemnity obligation, and
- i. Contractor also certifies that it shall secure similar certifications from each of its Subcontractors for the Project waiving their rights to recover against the Owner or the Engineer or any of the Engineer's Consultants for increased costs of construction or delay in construction due to any alleged misrepresentation, error or omission in the Contract Documents. Should the Contractor fail to secure any such waiver, then that failure shall be deemed a material breach of this Contractor Certification and the measure of damages recoverable by the Owner, the Engineer or any of the Engineer's

Boed 3

Consultants for this breach shall be all attorneys fees and costs expended in defending any such claim as well as any damages awarded against any of them because of such a claim.

- j. Contractor also certifies that for utility line contracts (e.g. sanitary sewers, waterlines, and storm sewers) this certification applies to changes to horizontal and/or vertical alignment of the lines installed as may be necessitated by field conditions and/or other utility conflicts.

(k) PRICE ADJUSTMENT OF BITUMINOUS MATERIALS

- a. This Contract does contain an escalator clause for the Price Adjustment of Bituminous Materials as per PennDOT Specifications Form 408, Current Edition, Section 110.04. If the bituminous material incorporates RAP or RAS in the mix design, the bituminous price adjustment will only be calculated on the virgin asphalt present in the mix based on the actual mix design. The Base Price Index (IB) will be calculated using the month in which the project is advertised. The Contractor will be responsible for completing all applicable PennDOT CS-1PA Price Adjustment of Bituminous Materials calculation forms. Contractor shall submit CS-1PA forms with all payment requests that include items with bituminous material, regardless if the form calculates an increase, a rebate or no price adjustment.

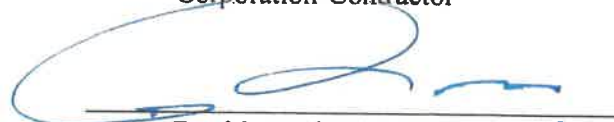
Dated: May 3, 2023

ATTEST:

  
Secretary/Assistant Secretary

Mele & Mele & Sons Inc

Corporation-Contractor

  
President-Vice President CEO

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Individual-Contractor (Seal)

B024

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF \_\_\_\_\_  
:

On this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public,  
the undersigned officer, personally appeared \_\_\_\_\_,  
t/d/b/a \_\_\_\_\_, known to me (or  
satisfactorily proven to be the person whose name is subscribed to the within instrument,  
and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires:

\*\*\*\*\*

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
By Partnership-Contractor (Seal)  
Partner  
By Partner (Seal)  
Partner

BUSINESS ADDRESS OF BIDDER \_\_\_\_\_  
One Mele Place  
Braddock PA 15104

TELEPHONE NUMBER: \_\_\_\_\_  
412-351-1234

NAME OF CONTACT PERSON: \_\_\_\_\_  
Anthony W. Mele

B025

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Mele & Mele & Sons, Inc.  
\_\_\_\_\_ as Principal  
and Travelers Casualty and Surety Company of America \_\_\_\_\_ of  
the City of Hartford \_\_\_\_\_, State of Connecticut \_\_\_\_\_, a corporation  
existing under the laws and the State of Connecticut \_\_\_\_\_, and authorized to  
transact business in the Commonwealth of Pennsylvania \_\_\_\_\_, as Surety, are held  
and firmly bound unto the BOROUGH OF CASTLE SHANNON; 3310 McRoberts  
Road, Castle Shannon, Pennsylvania 15234 hereinafter called the Obligee, in the sum of  
Ten Percent of Amount Bid  
\_\_\_\_\_ (\$ 10% \_\_\_\_\_),

lawful money of the United States of America, for payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the accompanying Proposal or Bid dated May 3 \_\_\_\_\_, 2023 \_\_\_\_\_,  
for CONTRACT NO. 23-R02 – 2023 ROADWAY IMPROVEMENT PROGRAM  
(CAPITAL FUND).

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon  
due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds  
with good and sufficient surety as may be required by the Contract Documents, and  
**furnishes** the Obligee proper evidence of effectiveness of insurance coverage,  
respectively, within the time, in the forms and in the amounts as appropriate, required by  
the Contract Documents, **and enters into a Contract with the Obligee in accordance  
with the Contract Documents**, then this Bond shall be void; otherwise, the Bond shall  
be and shall remain in full force and effect.

**The Principal and Surety hereby stipulates and agrees that if the Principal fails to  
perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee  
as fixed, liquidated damages.**

**The Surety for value received, hereby stipulates and agrees that the obligations of  
said Surety and its bond shall be in no way impaired or affected by any extension of**

Book

time within the owner may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 3rd day of May, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

Mele & Mele & Sons, inc.  
Name of Bidder, Corporation,  
Firm or Individual

WITNESS: *Renise DePalma*

By *[Signature]*  
Title CEO

BUSINESS ADDRESS OF BIDDER:

One Mele Place  
Braddock, PA 15104

ATTEST:

*Patti K. Lindsey*  
Patti K. Lindsey, Witness

Travelers Casualty and Surety Company of America  
*[Signature]*  
Surety

Josephine M. Streyle  
Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

3027





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Josephine M Streyle** of **PITTSBURGH Pennsylvania**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

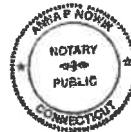
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **May**, **2023**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

*BO28*

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 23-R02

State of Pennsylvania :  
 : S.S.  
County of Allegheny :

I state that I am CEO (Title) of Mele & Mele & Sons Inc. (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

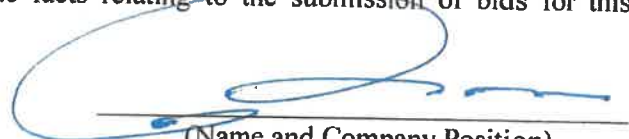
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Mele & Mele & Sons Inc. (Name of My Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Mele & Mele & Sons Inc. (Name of My Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Borough of Castle Shannon (Name of Public

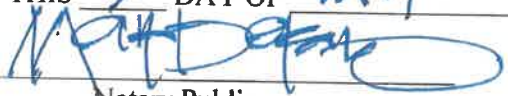
3029

Entity) in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Borough of Castle Shannon  
(Name of Public Entity) of the true facts relating to the submission of bids for this Contract(s).

  
(Name and Company Position)

Anthony W. Mele, CEO

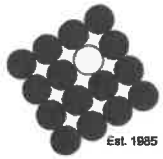
SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 3rd DAY OF May, 2023

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Mark DeFabio, Notary Public  
Allegheny County  
My commission expires February 3, 2025  
Commission number 1213379  
Member, Pennsylvania Association of Notaries

My Commission Expires: 2/3/25

B030



# LSSE

Civil Engineers and Surveyors

HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA

**MANAGING PRINCIPALS**

Kevin A. Brett, P.E.  
Ned Mitrovich, P.E.  
Jason E. Stanton, P.E.

May 5, 2023

S. O. No. 253-108

**VIA EMAIL ONLY**  
**(kstringent@csboro.org)**

Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Contract No. 23-PK6 (Park Paving)**  
**2023 Roadway Improvement Program**  
**Bid Report**

Dear Ms. Stringent:

In accordance with the Advertisement, sealed bids for the subject contract were received through the Quest Construction Data Network (QuestCDN) until 11:00 AM on May 3, 2023. The bid received was opened and read aloud. There were two addenda issued for this contract.

Prior to the bid opening, two Contractors requested proposal bid forms. A bid proposal was received from one Contractor for Contract No. 23-PK6 (Park Paving) – 2023 Roadway Improvement Program with bid amounts as follows:

Contractor	Base Bid Amount	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3
Independent Enterprises, Inc.	\$537,850.00	\$20,000.00	\$245,000.00	\$434,500.00

Base Bid: Police Parking; Library Parking; Lower Hamilton Parking/Access Drive  
Add Alternate No. 1: Acrylic Color Coating for Hamilton Courts  
Add Alternate No. 2: Vitte's Parking Lot  
Add Alternate No. 3: Lower Hamilton Park Trails and Courts

Per the Instructions to Bidders, bid bond companies were checked and all are listed on the U.S. Treasury Circular 570.

**OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio**

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200	150 Pleasant Drive, Suite 204 Aliquippa, PA 15001 (412) 264-4400 Fax: (412) 264-1200	10560 Walnut Street Albion, PA 16401 (814) 756-4384 Fax: (814) 756-5638	4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057 Fax: (412) 264-1200	5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661
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2031

Ms. Katie Stringent, Borough Manager  
Borough of Castle Shannon  
May 5, 2023  
Page 2

In accordance with Section B.3 of the Instructions to Bidders, using the bid quantities and contractors bid unit prices, the bid was checked for mathematical errors in extension and addition. No errors in extension or addition were discovered. The enclosed bid tabulation presents a listing of the item descriptions and Unit Price Bid for each item for the bid received. As presented above and in the bid tabulation, Independent Enterprises, Inc. is the apparent low bidder for Contract No. 23-PK6 (Park Paving).

A copy of Independent Enterprises, Inc.'s bid proposal acknowledgement is enclosed herewith.

Based on the bid submitted, we suggest rejecting the bid received.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,



Jason E. Stanton, P.E.

JES/als

Enclosures

cc/enc: Dennis Biondo, Solicitor (drbiondo@aol.com)

B032

Contract No. 23-PK6 - Lower Hamilton Park - Group 2 Parks Paving (#8446873)

Owner: Castle Shannon Borough

Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ

05/03/2023 11:00 AM EDT

				Independent Enterprises, Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
<b>BASE BID</b>					<b>\$537,850.00</b>
1A	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	2,500	\$10.00	\$25,000.00
1B	Demolition And Off-site Disposal Of Existing Bituminous Pavement, Including Backfill And Installation Of 4" Topsoil And Seed	SY	200	\$50.00	\$10,000.00
2	6" PennDOT 2A Limestone Subbase Including Preparation Of Subgrade And Installation Of Class IV Fabric	SY	1,600	\$25.00	\$40,000.00
3	Variable Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALs, PG 64-22, Section 413	TONS	650	\$150.00	\$97,500.00
4A	1-1/2" Depth, Superpave WMA Wearing Course, 9.5mm, 0 to 0.3 million Design ESALs, PG 64-22, SRL-H, Section 413	SY	4,100	\$18.00	\$73,800.00
5A	Base Repair Including 10" Unclassified Excavation, Class IV Fabric, Installation Of 4" Bituminous Millings And 6" Depth Superpave WMA Base Course, 25mm, 0 To 0.3 Million Design ESALS, Pg 64-22	SY	400	\$120.00	\$48,000.00
5B	Weak Subgrade Repair Including 12" Unclassified Excavation, Class IV Fabric, Installation of 12" Bituminous Millings or PennDOT 2A/AASHTO No. 1 Limestone	SY	250	\$100.00	\$25,000.00
6	3' Minimum Width Keyway Milling	LF	200	\$5.00	\$1,000.00
7A	Bituminous Wedge Curb	LF	1,900	\$5.00	\$9,500.00
7B	Plain Cement Concrete Curb (18" Deep) Including Excavation, Backfill And Lawn Restoration	LF	100	\$140.00	\$14,000.00
8	Guardrail - Type 31-S Strong Post including Terminal End Sections	LF	425	\$120.00	\$51,000.00
9A	Concrete Sidewalk (4" Depth), Reinforced Including Demolition, Excavation, 4" AASHTO No. 57 Aggregate Subbase	SF	900	\$40.00	\$36,000.00
9B	Concrete Sidewalk With Integral Curb, Reinforced, Including Demolition, Excavation, 4" AASHTO No 57 Aggregate Subbase	SF	850	\$50.00	\$42,500.00
9C	Concrete Dumpster Pad (8" Depth) with Integral Crub, Reinforced including Demolition, Excavation, 6" AASHTO No. 57 Aggregate Subbase	SF	300	\$80.00	\$24,000.00
10A	Linestriping - 4" Single Solid White (Thermoplastic)	LF	1,400	\$10.00	\$14,000.00
10B	Linestriping - 4" Single Solid Blue (Thermoplastic)	LF	425	\$10.00	\$4,250.00
10C	Linestriping - ADA Parking Symbol (Blue Thermoplastic)	EA	5	\$1,000.00	\$5,000.00
11A	Signage - Handicap Parking	EA	4	\$750.00	\$3,000.00
11B	Signage - Stop Sign	EA	1	\$750.00	\$750.00
12	Concrete Wheel Stops	EA	3	\$350.00	\$1,050.00
13	Bollard	EA	8	\$1,500.00	\$12,000.00
14	Detectable Warning Surface	LS	1	\$500.00	\$500.00

2033

Contract No. 23-PK6 - Lower Hamilton Park - Group 2 Parks Paving (#8446873)  
 Owner: Castle Shannon Borough  
 Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ  
 05/03/2023 11:00 AM EDT

					Independent Enterprises, Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
<b>ADD ALTERNATE NO. 1 - ACRYLIC COLOR COATING</b>					<b>\$20,000.00</b>	
10G	Cost Difference to Install Acrylic Color Coating System including Linestriping in Lieu of Bid Item Nos. 10D and 10E	LS	1	\$20,000.00	\$20,000.00	
<b>ADD ALTERNATE NO. 2 - VITTE'S PARKING LOT</b>					<b>\$245,000.00</b>	
1A	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	1,350	\$15.00	\$20,250.00	
2	6" Limestone Subbase Including Preparation of Subgrade and Installation of Class IV	SY	700	\$30.00	\$21,000.00	
3	Variable Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALS, PG 64-22, Section 413	TONS	375	\$160.00	\$60,000.00	
4A	1-1/2" Depth, Superpave WMA Wearing Course, 9.5mm, 0 to 0.3 million Design ESALS, PG 64-22, SRL-H, Section 413	SY	2,000	\$25.00	\$50,000.00	
5A	Base Repair Including 10" Unclassified Excavation, Class IV Fabric, Installation Of 4" Bituminous Millings And 6" Depth Superpave WMA Base Course, 25mm, 0 To 0.3 Million Design ESALS, Pg 64-22	SY	200	\$120.00	\$24,000.00	
6	3' Minimum Width Keyway Milling	LF	50	\$10.00	\$500.00	
10A	Linestriping - 4" Single Solid White (Thermoplastic)	LF	750	\$10.00	\$7,500.00	
10B	Linestriping - 4" Single Solid Blue (Thermoplastic)	LF	350	\$10.00	\$3,500.00	
10C	Linestriping - ADA Parking Symbol (Blue Thermoplastic)	LF	5	\$10,000.00	\$50,000.00	
10F	Linestriping - 6" Yellow Gore (Thermoplastic)	LF	450	\$10.00	\$4,500.00	
11A	Signage - Handicap Parking	EA	5	\$750.00	\$3,750.00	
<b>ADD ALTERNATE NO. 3 - LOWER HAMILTON TRAIL AND COURTS</b>					<b>\$434,500.00</b>	
1A	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	2,000	\$15.00	\$30,000.00	
1B	Demolition And Off-site Disposal Of Existing Bituminous Pavement, Including Backfill And Installation Of 4" Topsoil And Seed	SY	700	\$50.00	\$35,000.00	
2	6" PennDOT 2A Limestone Subbase Including Preparation Of Subgrade And Installation Of Class IV Fabric	SY	2,000	\$30.00	\$60,000.00	
3	Variable Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALS, PG 64-22, Section 413	TONS	550	\$150.00	\$82,500.00	
4A	1-1/2" Depth, Superpave WMA Wearing Course, 9.5mm, 0 to 0.3 million Design ESALS, PG 64-22, SRL-H, Section 413	SY	1,500	\$30.00	\$45,000.00	
4B	1" Depth, Superpave WMA Wearing Course, 6.33mm, 0 To 0.3 Million Design ESALS, PG 76-22, SRL-H, Section 412	SY	2,200	\$30.00	\$66,000.00	
5A	Base Repair Including 10" Unclassified Excavation, Class IV Fabric, Installation Of 4" Bituminous Millings And 6" Depth Superpave WMA Base Course, 25mm, 0 To 0.3 Million Design ESALS, Pg 64-22	SY	150	\$120.00	\$18,000.00	
5B	Weak Subgrade Repair Including 12" Unclassified Excavation, Class IV Fabric, Installation of 12" Bituminous Millings or PennDOT 2A/AASHTO No. 1 Limestone	SY	150	\$120.00	\$18,000.00	
9A	Concrete Sidewalk (4" Depth), Reinforced Including Demolition, Excavation, 4" AASHTO No. 57 Aggregate Subbase	SF	1,500	\$40.00	\$60,000.00	
10D	Linestriping - Basketball Court Linestriping (Type II)	LS	1	\$10,000.00	\$10,000.00	
10E	Linestriping - Tennis and Pickle Ball Courts (Type II)	LS	1	\$10,000.00	\$10,000.00	

B034

PROPOSAL ACKNOWLEDGEMENT

TO: BOROUGH OF CASTLE SHANNON  
3310 MCROBERTS ROAD  
CASTLE SHANNON, PENNSYLVANIA, 15234-2711

FOR: CONTRACT NO. 23-PK6  
PAVING IMPROVEMENTS  
LOWER HAMILTON PARK – GROUP 2 PARKS

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities and utilities for, to perform all work necessary or incidental to the construction of CONTRACT NO. 23-PK6 – PAVING IMPROVEMENTS (LOWER HAMILTON PARK – GROUP 2 PARKS), complete in every respect, in strict accordance with the Contract Documents including the Advertisement, Instructions for Bidders, Proposal, General Conditions, Special Conditions, Supplemental General Conditions, Contract, Bonds, Technical Specifications, Erosion Control Plan, Standard Drawings and Construction Drawings, all of which are considered part of this Contract, and which are on file in the office of the BOROUGH OF CASTLE SHANNON, 3310 McRoberts Road, Castle Shannon, Pennsylvania 15234-2711, and in the office of LENNON, SMITH, SOULERET ENGINEERING, INC., 846 Fourth Avenue, Coraopolis, Pennsylvania 15108-1522, and any future changes therein as provided in the Contract and project specifications, and to perform all other obligations imposed by the Contract for the prices named in the BID WORKSHEET submitted via the QuestCDN bid submission referenced to herein as part of this Proposal Acknowledgement as "BID WORKSHEET." The BID WORKSHEET is considered part and parcel of this Proposal Acknowledgement and as referred to in the complete contract documents.

It is understood that the estimated quantities of the various Unit Price Items listed in the BID WORKSHEET are only approximate and are so listed only as a basis upon which the Owner may evaluate bids, and the undersigned bidder further agrees that if the final quantities of the unit price times tabulated above are greater or less than the estimated quantities, he will accept additions to, or deductions from the "Total Price Bid" as awarded, basing these additions or deductions upon the unit prices shown previously in the BID WORKSHEET. These additions or deductions will be accepted by the bidder regardless of the amount of the variations from the estimated quantities, which as stated above, are only approximate and are only for the use of the Owner.

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6  
LOWER HAMILTON PARK (GROUP 2 PARKS)  
PAVING IMPROVEMENTS

C-1

PROPOSAL (10/2020)

B035



The presentation in the BID WORKSHEET that are obviously unbalanced, may be sufficient cause for rejection of the entire Proposal, whether or not such Proposal is the lowest submitted.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the General Conditions.

This Document and all papers required by it and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM NO. <u>1</u>	DATE: <u>04/19/2023</u>
ADDENDUM NO. <u>2</u>	DATE: <u>05/01/2023</u>
ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____

The undersigned bidder hereby represents as follows:

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the Owner is personally interested, directly or indirectly in the Proposal and the accompanying Contract or the compensation to be paid hereunder;

(c) that this Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair, and without collusion or fraud;

(d) that should the Owner notify the undersigned of its intention to award a contract to the undersigned based on this Proposal, including any combination of alterations, additions, deductions, or omissions, indicated or authorized by the BID WORKSHEET or the Instructions to Bidders, the undersigned will furnish properly executed bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Supplemental General Conditions, and that upon failure, neglect or refusal to do so,

B036

he shall forfeit to the Owner the Proposal Security accompanying this Proposal, not as a penalty but as liquidated damages;

(e) that he intends to be legally bound by the terms of this instrument;

(f) accompanying this Proposal is a (Certified Check/Bid Bond) in the amount of 10% of Bid payable to the BOROUGH OF CASTLE SHANNON which, it is agreed, shall be retained as liquidated damages by the Owner, if the undersigned fails to execute the Contract and furnish bonds as specified within ten (10) calendar days after notification to do so;

(g) to complete the work under this Contract will require approximately SIXTY (60) calendar days from the date of written Notice to Proceed. If all work is not completed on time, including clean-up, liquidated damages will be assessed at the rate of \$885.00 per additional calendar day. **Work to tentatively begin on June 15, 2023 and be completed by August 14, 2023.** Liquidated damages will be assessed at the rate of \$500.00 per calendar day if a roadway is milled and does not have a final WMA Super-pave wearing course within ten (10) calendar days. Additionally, Work Zone Liquidated Damages will be assessed at the rate of \$1,000.00 per 24-hour period for failure to comply with Maintenance and Protection of Traffic requirements. Liquidated damages are not a penalty;

(h) in submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities in the bidding;

(i) that this bid may not be withdrawn for a period of ninety (90) calendar days from the opening thereof; and

(j) **CONTRACTOR'S CERTIFICATION**

- a. The undersigned Contractor does hereby certify to the following:
- b. First, this Certification is for the benefit of the Owner, the Engineer, and the Engineer's Consultants.
- c. Second, Contractor acknowledges that: (1) the Engineer's obligations are to the Owner and that, in performing such obligations, the Engineer may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them; (2) the Contractor has an independent duty and responsibility to review the Contract Documents prepared by the Engineer as to Constructability (meaning the difficulty) cost and time to build the Project as designed); and, therefore (3) the Contractor represents,

certifies and warrants to the Owner, the Engineer and the Engineer's Consultants that:

- i. The Contractor has its own in-house engineers and/or staff expertise who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or
  - ii. The Contractor has engaged independent Engineers and/or experts who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or
  - iii. The Contractor has decided to forego any such review by any Engineer or expert and has accepted the risk that the difficulty, cost and time required to complete the Project as designed may be greater than its bid or any submitted cost estimate, budget or schedule for the Project, and therefore
- d. Contractor acknowledges that the Drawings and Specifications are intended only to depict and describe the intent of the completed Project. Contractor represents that it is qualified to construct the Project as depicted in the Contract Documents and to determine its own means, methods, techniques, sequences and procedures. To the extent that means, methods, techniques, sequences and procedures are identified in the Contract Documents, Contractor is required to independently evaluate those means, methods, techniques, sequences and procedures for the purpose of determining whether the means, methods, techniques, sequences and procedures depicted or described in the Contract Documents are adequate to construct the Project. Contractor further represents that it has based its bid upon its own determination of the means, methods, techniques, sequences and procedures required to construct the Project.
- e. Submission of a bid and/or Execution of the Contract by the Contractor is a representation that the Contractor has carefully reviewed and thoroughly examined and evaluated the Contract Documents to determine whether the Contractor needs clarification

of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine its bid and that it has requested any needed clarification prior to submitting its bid. Contractor represents that it has the knowledge, skill and expertise to perform the Work; that it understands that it must make reasonable inferences to determine portions of the Work not shown in the Contract Documents that would be required for a proper and complete project, and it has included all costs for such inferences in its bid; and, that Contractor is not relying on representations from the Contract Documents for the purpose of determining the means, methods, sequences or procedures of performing the Work.

- f. The Contractor, on behalf of itself and all of its subcontractors and sub-subcontractors) does hereby waive the right to make any claim against the Owner, the Engineer or any of the Engineer's Consultants for this Project (whether such claim is based on breach of contract, breach of warranty, misrepresentation, negligence or other tort or any other legal doctrine) for any alleged increased difficulty, cost or delay in completion of the Project due to any alleged misrepresentation, error or omission in the Contract Documents, and
- g. The Contractor agrees to indemnify and hold harmless the Owner, Engineer and all of the Engineer's Consultants from any and all claims brought by any subcontractor or anyone else working on the Project under the Contractors Agreement with the Owner for any and all attorneys fees and costs incurred by the Owner, the Engineer or any of the Engineer's Consultants in defending any Contractor or subcontractor claim for increased costs based on any alleged misrepresentation, error or omission in the Contract Documents, and that this indemnity includes any damages any of them are required to pay to such Contractor or subcontractor for alleged increased costs of construction or delay in completion of the Project), and
- h. Contractor acknowledges the right of any such Engineer or Engineer's Consultant to bring suit directly against the Contractor to recover or enforce this indemnity obligation, and
- i. Contractor also certifies that it shall secure similar certifications from each of its Subcontractors for the Project waiving their rights to recover against the Owner or the Engineer or any of the Engineer's Consultants for increased costs of construction or delay

in construction due to any alleged misrepresentation, error or omission in the Contract Documents. Should the Contractor fail to secure any such waiver, then that failure shall be deemed a material breach of this Contractor Certification and the measure of damages recoverable by the Owner, the Engineer or any of the Engineer's Consultants for this breach shall be all attorneys fees and costs expended in defending any such claim as well as any damages awarded against any of them because of such a claim.

j. Contractor also certifies that for utility line contracts (e.g. sanitary sewers, waterlines, and storm sewers) this certification applies to changes to horizontal and/or vertical alignment of the lines installed as may be necessitated by field conditions and/or other utility conflicts.

(k) PRICE ADJUSTMENT OF BITUMINOUS MATERIALS

a. This Contract does contain an escalator clause for the Price Adjustment of Bituminous Materials as per PennDOT Specifications Form 408, Current Edition, Section 110.04. If the bituminous material incorporates RAP or RAS in the mix design, the bituminous price adjustment will only be calculated on the virgin asphalt present in the mix based on the actual mix design. The Base Price Index (IB) will be calculated using the month in which the project is advertised. The Contractor will be responsible for completing all applicable PennDOT CS-1PA Price Adjustment of Bituminous Materials calculation forms. Contractor shall submit CS-1PA forms with all payment requests that include items with bituminous material, regardless if the form calculates an increase, a rebate or no price adjustment.

Dated: May 3, 2023

ATTEST:

  
Secretary Assistant Secretary  
James G. Cargnoni, Secretary

  
Independent Enterprises, Inc.  
Corporation-Contractor

  
President-Vice President  
Jack S. Cargnoni, President

B040

WITNESS:

\_\_\_\_\_  
Individual-Contractor (Seal)

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, t/d/b/a \_\_\_\_\_, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires:

\*\*\*\*\*

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_ Partnership-Contractor (Seal)  
By \_\_\_\_\_ Partner (Seal)  
By \_\_\_\_\_ Partner (Seal)

BUSINESS ADDRESS  
OF BIDDER

5020 Thoms Run Road  
Oakdale, PA 15071

TELEPHONE NUMBER:

412 221 3435

NAME OF CONTACT PERSON:

Jack S. Cargnoni, President

CASTLE SHANNON BOROUGH - CONTRACT NO. 23-PK6  
LOWER HAMILTON PARK (GROUP 2 PARKS)  
PAVING IMPROVEMENTS

C-7

PROPOSAL (10/2020)

B041

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal  
and \_\_\_\_\_ of  
the City of \_\_\_\_\_, State of \_\_\_\_\_, a corporation  
existing under the laws and the State of \_\_\_\_\_, and authorized to  
transact business in \_\_\_\_\_, as Surety, are held  
and firmly bound unto the BOROUGH OF CASTLE SHANNON; 3310 McRoberts  
Road, Castle Shannon, Pennsylvania 15234 hereinafter called the Obligee, in the sum of  
\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_),  
lawful money of the United States of America, for payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the accompanying Proposal or Bid dated \_\_\_\_\_, 20\_\_\_\_,  
for CONTRACT NO. 23-PK6 – PAVING IMPROVEMENTS (LOWER HAMILTON  
PARK – GROUP 2 PARKS).

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon  
due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds  
with good and sufficient surety as may be required by the Contract Documents, and  
**furnishes** the Obligee proper evidence of effectiveness of insurance coverage,  
respectively, within the time, in the forms and in the amounts as appropriate, required by  
the Contract Documents, and **enters into a Contract with the Obligee in accordance  
with the Contract Documents**, then this Bond shall be void; otherwise, the Bond shall  
be and shall remain in full force and effect.

The Principal and Surety hereby stipulates and agrees that if the Principal fails to  
**perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee  
as fixed, liquidated damages.**

The Surety for value received, hereby stipulates and agrees that the obligations of  
said Surety and its bond shall be in no way impaired or affected by any extension of

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6  
LOWER HAMILTON PARK (GROUP 2 PARKS)  
PAVING IMPROVEMENTS

C-8

PROPOSAL (10/2020)

B042

time within the owner may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
Name of Bidder, Corporation,  
Firm or Individual

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

BUSINESS ADDRESS OF BIDDER:

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

12043



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Independent Enterprises, Inc.  
5020 Thoms Run Road, Oakdale, PA 15071 as Principal  
and Arch Insurance Company of  
the City of Philadelphia, State of Pennsylvania, a corporation  
existing under the laws and the State of Missouri, and authorized to  
transact business in Pennsylvania, as Surety, are held  
and firmly bound unto the BOROUGH OF CASTLE SHANNON; 3310 McRoberts  
Road, Castle Shannon, Pennsylvania 15234 hereinafter called the Obligee, in the sum of  
Ten Percent of Amount Bid

(\$ 10%),  
lawful money of the United States of America, for payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the accompanying Proposal or Bid dated May 3, 2023,  
for CONTRACT NO. 23-PK6 – PAVING IMPROVEMENTS (LOWER HAMILTON  
PARK – GROUP 2 PARKS).

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon  
due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds  
with good and sufficient surety as may be required by the Contract Documents, and  
furnishes the Obligee proper evidence of effectiveness of insurance coverage,  
respectively, within the time, in the forms and in the amounts as appropriate, required by  
the Contract Documents, and enters into a Contract with the Obligee in accordance  
with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall  
be and shall remain in full force and effect.

The Principal and Surety hereby stipulates and agrees that if the Principal fails to  
perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee  
as fixed, liquidated damages.

The Surety for value received, hereby stipulates and agrees that the obligations of  
said Surety and its bond shall be in no way impaired or affected by any extension of

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6  
LOWER HAMILTON PARK (GROUP 2 PARKS)  
PAVING IMPROVEMENTS

C-8

PROPOSAL (10/2020)

B044

time within the owner may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 3rd day of May, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

Independent Enterprises, Inc.  
Name of Bidder, Corporation,  
Firm or Individual

WITNESS:

James G. Cargnoni  
James G. Cargnoni, Secretary

By Jack S. Cargnoni  
Title Jack S. Cargnoni, President

BUSINESS ADDRESS OF BIDDER:

5020 Thoms Run Road  
Oakdale, PA 15071

ATTEST:

Kimberly Burton  
Kimberly Burton, Witness

Arch Insurance Company  
Three Parkway, Suite 1500, Philadelphia, PA 19102  
Surety

Vincent Giorgio Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BOAS

## CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

Arch Insurance Company

organized and existing under the laws of the State of Missouri and licensed to do business in the State of Pennsylvania certifies and agrees, that if contract for Contract No. 23-PK6 - Paving Improvements (Lower Hamilton Park - Group 2 Parks)

for Borough of Castle Shannon

is awarded to Independent Enterprises, Inc. the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 3rd day of May, 2023.

Arch Insurance Company

  
\_\_\_\_\_  
Vincent Giorgio, Attorney-in-Fact

Boys



COMMONWEALTH OF PENNSYLVANIA  
INSURANCE DEPARTMENT

# CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2023

**ARCH INSURANCE COMPANY**

**NAIC NO. 11150**

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Accident and Health 40 P.S. s 382(c)(2)

Auto Liability 40 P.S. s 382(c)(11)

Boiler and Machinery 40 P.S. s 382(c)(5)

Burglary and Theft 40 P.S. s 382(c)(6)

Credit 40 P.S. s 382(c)(7)

Elevator 40 P.S. s 382(c)(9)

Fidelity and Surety 40 P.S. s 382(c)(1)

Glass 40 P.S. s 382(c)(3)

Inland Marine and Physical Damage 40 P.S. s 382(b)(2)

Livestock 40 P.S. s 382(c)(10)

Mine and Machinery 40 P.S. s 382(c)(12)

Ocean Marine 40 P.S. s 382(b)(3)

Other Liability 40 P.S. s 382(c)(4)

Personal Property Floater 40 P.S. s 382(c)(13)

Property and Allied Lines 40 P.S. s 382(b)(1)

Water Damage 40 P.S. s 382(c)(8)

Workers Compensation 40 P.S. s 382(c)(14)

FOR THE YEAR ENDING MARCH 31, 2024 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

Michael Humphreys  
ACTING INSURANCE COMMISSIONER

BO47

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

John R. Waite, Jr., Vincent Giorgio and William L. Rushton of Lansdale, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of March, 2023.

Attested and Certified

Regan A. Shulman, Secretary

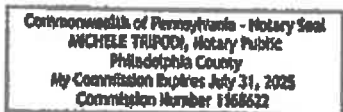


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 6, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of May, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which this power is attached.

BOA8

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 23-PK6

State of Pennsylvania :  
: S.S.  
County of Allegheny :

I state that I am President (Title) of Independent Enterprises, Inc. (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Independent Enterprises, Inc. (Name of My Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Independent Enterprises, Inc. (Name of My Firm) understands and acknowledges that the above representations are material and important,

B049

and will be relied on by Borough of Castle Shannon (Name of Public Entity) in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Borough of Castle Shannon (Name of Public Entity) of the true facts relating to the submission of bids for this Contract(s).

[Signature]  
(Name and Company Position)  
Jack S. Cargnoni, President

SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 3 DAY OF May, 2023

[Signature]  
Notary Public

My Commission Expires: July 27, 2024

Commonwealth of Pennsylvania - Notary Seal  
JONATHAN WILLIAM HOFFMAN - Notary Public  
Allegheny County  
My Commission Expires Jul 27, 2024  
Commission Number 1367864

CASTLE SHANNON BOROUGH - CONTRACT NO. 23-PK6  
LOWER HAMILTON PARK (GROUP 2 PARKS)  
PAVING IMPROVEMENTS

C-11

PROPOSAL (10/2020)

BOSO

**TAXING DISTRICT: CASTLE SHANNON BOROUGH**  
**TAX COLLECTOR'S REPORT TO TAXING DISTRICTS**  
**PREPARED ON: 05/03/2023 FOR TAX YEAR 2023**  
**FOR THE PERIOD: 04/01/2023 TO 04/30/2023**

<u>A. COLLECTIONS</u>	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
Balance Collectable	2,519,539.54	.00	.00
Additions: During the Period	.00	.00	.00
Deductions: Credits during the Period	.00	.00	.00
Total Collectable	2,519,539.54	.00	.00
LESS: Face Collected for the Period	1,992,456.78	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<b><u>BALANCE COLLECTABLE - END OF PERIOD</u></b>	<b><u>527,082.76</u></b>	<b><u>.00</u></b>	<b><u>.00</u></b>

**B. RECONCILIATION OF CASH COLLECTED**

Face Amount of Collections	1,992,456.78	.00	.00
Plus: Penalties	54.06	.00	.00
Less: Discounts	39,339.32	.00	.00
Total Cash Collected per Column	1,953,171.52	.00	.00

**TOTAL CASH COLLECTED**

**1,953,171.52**

**C. PAYMENT OF TAXES**

Amount Remitted During the Period (SEE ATTACHED SCHEDULE)	1,953,171.52
Amount Paid with this Report Applicable to this Reporting Period	.00

**TOTAL REMITTED THIS PERIOD**

**1,953,171.52**

List Other Credit Adjustments (SEE ATTACHED SCHEDULE) .00

Interest Earnings (if applicable) .00

<u>TAXING DISTRICT USE (OPTIONAL)</u>	
Carryover from Previous Period \$	_____
Amount Collected this Period \$	_____
Less Amount Paid this Period \$	_____
Ending Balance \$	_____

 _____ <b>Tax Collector</b>	_____ <b>5-3-23</b> <b>Date</b>
--	---------------------------------------

I verify this is a complete and accurate reporting of the balance collectable, taxes collected and remitted for the period.

Received by (taxing district): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

I acknowledge the receipt of this report.

TC1



**TAXING DISTRICT: CASTLE SHANNON BOROUGH**  
**TAX COLLECTOR'S REPORT TO TAXING DISTRICTS**  
**PREPARED ON: 05/03/2023 FOR TAX YEAR 2023**  
**FOR THE PERIOD: 04/01/2023 TO 04/30/2023**

**SUPPORTING SCHEDULE FOR PAYMENT OF TAXES**

DEPOSIT DATE	REAL ESTATE COLLECTED	PER CAPITA COLLECTED	TOTAL COLLECTED
04/05/2023	50,177.67	.00	50,177.67
04/05/2023	42,245.20	.00	42,245.20
04/05/2023	39,337.80	.00	39,337.80
04/08/2023	35,027.03	.00	35,027.03
04/08/2023	95,842.89	.00	95,842.89
04/10/2023	50,807.85	.00	50,807.85
04/10/2023	94,007.51	.00	94,007.51
04/12/2023	64,763.93	.00	64,763.93
04/12/2023	169,975.52	.00	169,975.52
04/12/2023	47,323.26	.00	47,323.26
04/14/2023	66,800.29	.00	66,800.29
04/14/2023	70,049.85	.00	70,049.85
04/14/2023	49,071.38	.00	49,071.38
04/14/2023	86,772.76	.00	86,772.76
04/15/2023	88,579.30	.00	88,579.30
04/15/2023	240,767.69	.00	240,767.69
04/15/2023	72,137.73	.00	72,137.73
04/15/2023	72,129.07	.00	72,129.07
04/15/2023	56,403.45	.00	56,403.45
04/15/2023	65,020.59	.00	65,020.59
04/15/2023	52,223.24	.00	52,223.24
04/15/2023	61,424.00	.00	61,424.00
04/15/2023	91,728.50	.00	91,728.50
04/15/2023	93,146.05	.00	93,146.05
04/28/2023	45,585.06	.00	45,585.06
04/30/2023	51,823.90	.00	51,823.90
<b>** TOTAL:</b>	<b>1,953,171.52</b>	<b>.00</b>	<b>1,953,171.52</b>

Tca

TAXING DISTRICT: CASTLE SHANNON BOROUGH  
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS  
PREPARED ON: 05/03/2023 FOR TAX YEAR 2023  
FOR THE PERIOD: 04/01/2023 TO 04/30/2023

SUPPORTING SCHEDULE FOR ASSESSMENT ADJUSTMENTS

PARCEL NO.	OWNER NAME	DATE	NET CHANGE VALUATION	NET TAX CHANGE
* TOTAL ADDITIONS:	0		0	.00
* TOTAL DELETIONS:	0		0	.00
* TOTAL EXONERATIONS*:	0		0	.00
** TOTAL CREDITS:				.00
** TOTAL EXEMPTION ADJUSTMENTS:				.00

TC3

**TAXING DISTRICT: CASTLE SHANNON BOROUGH**  
**TAX COLLECTOR'S REPORT TO TAXING DISTRICTS**  
**PREPARED ON: 05/03/2023 FOR TAX YEAR 2023**  
**FOR THE PERIOD: 01/01/2023 TO 04/30/2023**

<u>A. COLLECTIONS</u>	<u>REAL ESTATE</u>	<u>INTERIM/OTHER</u>	<u>PER CAPITA</u>
Balance Collectable	4,067,670.95	.00	.00
Additions: During the Period	.00	.00	.00
Deductions: Credits during the Period	.00	.00	.00
Total Collectable	4,067,670.95	.00	.00
LESS: Face Collected for the Period	3,540,588.19	.00	.00
LESS: Deletions from the List	.00	.00	.00
LESS: Exonerations	.00	.00	.00
LESS: Liens/Non-Lienable Installments	.00	.00	.00
<b><u>BALANCE COLLECTABLE - END OF PERIOD</u></b>	<b><u>527,082.76</u></b>	<b><u>.00</u></b>	<b><u>.00</u></b>

<u>B. RECONCILIATION OF CASH COLLECTED</u>			
Face Amount of Collections	3,540,588.19	.00	.00
Plus: Penalties	54.06	.00	.00
Less: Discounts	70,513.14	.00	.00
Total Cash Collected per Column	3,470,129.11	.00	.00
<b><u>TOTAL CASH COLLECTED</u></b>			<b>3,470,129.11</b>

<u>C. PAYMENT OF TAXES</u>			
Amount Remitted During the Period (SEE ATTACHED SCHEDULE)			3,470,129.11
Amount Paid with this Report Applicable to this Reporting Period			.00
<b><u>TOTAL REMITTED THIS PERIOD</u></b>			<b>3,470,129.11</b>

List Other Credit Adjustments (SEE ATTACHED SCHEDULE) .00

Interest Earnings (if applicable) .00

<u>TAXING DISTRICT USE (OPTIONAL)</u>	
Carryover from Previous Period \$	_____
Amount Collected this Period \$	_____
Less Amount Paid this Period \$	_____
Ending Balance \$	_____

  
 \_\_\_\_\_  
 Tax Collector 5/3/23  
 Date

I verify this is a complete and accurate reporting of the balance collectable, taxes collected and remitted for the period.

Received by (taxing district): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

I acknowledge the receipt of this report.

TCA

**TAXING DISTRICT: CASTLE SHANNON BOROUGH**  
**TAX COLLECTOR'S REPORT TO TAXING DISTRICTS**  
**PREPARED ON: 05/03/2023 FOR TAX YEAR 2023**  
**FOR THE PERIOD: 01/01/2023 TO 04/30/2023**

**SUPPORTING SCHEDULE FOR PAYMENT OF TAXES**

DEPOSIT DATE	REAL ESTATE COLLECTED	PER CAPITA COLLECTED	TOTAL COLLECTED
02/22/2023	37,027.39	.00	37,027.39
02/24/2023	45,173.55	.00	45,173.55
02/24/2023	72,975.11	.00	72,975.11
02/24/2023	69,217.67	.00	69,217.67
02/28/2023	27,599.72	.00	27,599.72
03/01/2023	21,914.78	.00	21,914.78
03/01/2023	144,981.59	.00	144,981.59
03/01/2023	116,508.90	.00	116,508.90
03/03/2023	40,135.91	.00	40,135.91
03/04/2023	45,080.08	.00	45,080.08
03/07/2023	48,527.88	.00	48,527.88
03/08/2023	52,417.28	.00	52,417.28
03/11/2023	110,972.76	.00	110,972.76
03/16/2023	56,195.10	.00	56,195.10
03/16/2023	38,242.61	.00	38,242.61
03/20/2023	77,438.49	.00	77,438.49
03/22/2023	34,190.15	.00	34,190.15
03/22/2023	38,685.88	.00	38,685.88
03/24/2023	79,667.08	.00	79,667.08
03/29/2023	22,762.96	.00	22,762.96
03/31/2023	55,437.23	.00	55,437.23
03/31/2023	228,470.07	.00	228,470.07
03/31/2023	53,335.40	.00	53,335.40
04/05/2023	50,177.67	.00	50,177.67
04/05/2023	42,245.20	.00	42,245.20
04/05/2023	39,337.80	.00	39,337.80
04/08/2023	35,027.03	.00	35,027.03
04/08/2023	95,842.89	.00	95,842.89
04/10/2023	50,807.85	.00	50,807.85
04/10/2023	94,007.51	.00	94,007.51
04/12/2023	64,763.93	.00	64,763.93
04/12/2023	169,975.52	.00	169,975.52
04/12/2023	47,323.26	.00	47,323.26
04/14/2023	66,800.29	.00	66,800.29
04/14/2023	70,049.85	.00	70,049.85
04/14/2023	49,071.38	.00	49,071.38
04/14/2023	86,772.76	.00	86,772.76
04/15/2023	88,579.30	.00	88,579.30
04/15/2023	240,767.69	.00	240,767.69
04/15/2023	72,137.73	.00	72,137.73
04/15/2023	72,129.07	.00	72,129.07
04/15/2023	56,403.45	.00	56,403.45
04/15/2023	65,020.59	.00	65,020.59
04/15/2023	52,223.24	.00	52,223.24

TC5

TAXING DISTRICT: CASTLE SHANNON BOROUGH  
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS  
PREPARED ON: 05/03/2023 FOR TAX YEAR 2023  
FOR THE PERIOD: 01/01/2023 TO 04/30/2023

SUPPORTING SCHEDULE FOR PAYMENT OF TAXES

DEPOSIT DATE	REAL ESTATE COLLECTED	PER CAPITA COLLECTED	TOTAL COLLECTED
04/15/2023	61,424.00	.00	61,424.00
04/15/2023	91,728.50	.00	91,728.50
04/15/2023	93,146.05	.00	93,146.05
04/28/2023	45,585.06	.00	45,585.06
04/30/2023	51,823.90	.00	51,823.90
<b>** TOTAL:</b>	<b>3,470,129.11</b>	<b>.00</b>	<b>3,470,129.11</b>

TC4

TAXING DISTRICT: CASTLE SHANNON BOROUGH  
TAX COLLECTOR'S REPORT TO TAXING DISTRICTS  
PREPARED ON: 05/03/2023 FOR TAX YEAR 2023  
FOR THE PERIOD: 01/01/2023 TO 04/30/2023

SUPPORTING SCHEDULE FOR ASSESSMENT ADJUSTMENTS

PARCEL NO.	OWNER NAME	DATE	NET CHANGE VALUATION	NET TAX CHANGE
* TOTAL ADDITIONS:	0		0	.00
* TOTAL DELETIONS:	0		0	.00
* TOTAL EXONERATIONS*:	0		0	.00
** TOTAL CREDITS:				.00
** TOTAL EXEMPTION ADJUSTMENTS:				.00

TCT

Revenue Account Range: 01-00-000-000 to 36-99-999-999 Include Non-Anticipated: Yes Year To Date As Of: 04/30/23  
 Expend Account Range: 01-00-000-000 to 36-99-999-999 Include Non-Budget: Yes Current Period: 04/01/23 to 04/30/23  
 Print Zero YTD Activity: No Prior Year As Of: 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-00-301-100	Real Estate Taxes-Current Year	2,098,010.45	3,107,199.14	880,181.44	1,312,752.91	0.00	1,794,446.23-	42
01-00-301-500	Real Estate Taxes-Liened	42,510.54	120,000.00	8,717.69	11,820.38	0.00	108,179.62-	10
	<b>301 REAL ESTATE TAXES</b>	<b>2,140,520.99</b>	<b>3,227,199.14</b>	<b>888,899.13</b>	<b>1,324,573.29</b>	<b>0.00</b>	<b>1,902,625.85-</b>	<b>41</b>
01-00-310-100	Real Estate Transfer Taxes	37,629.65	120,000.00	12,307.22	37,230.16	0.00	82,769.84-	31
01-00-310-210	Earned Income Taxes-Current	98,444.19	1,200,000.00	37,467.36	101,182.09	0.00	1,098,817.91-	8
01-00-310-230	Earned Income Taxes-Delinquent	267.21	15,000.00	147.69-	212.37-	0.00	15,212.37-	1-
01-00-310-510	Local Services Tax	23,555.77-	85,000.00	0.00	7,176.59	0.00	77,823.41-	8
01-00-310-520	Local Services Tax - Prior Year	0.00	8,000.00	0.00	0.00	0.00	8,000.00-	0
01-00-310-530	Local Services Tax - Delinquent	13.13	500.00	0.00	3.25	0.00	496.75-	1
01-00-310-700	Mechanical Device Tax	12,525.00	14,000.00	0.00	15,100.00	0.00	1,100.00	108
	<b>310 ACT 511 TAXES</b>	<b>125,323.41</b>	<b>1,442,500.00</b>	<b>49,626.89</b>	<b>160,479.72</b>	<b>0.00</b>	<b>1,282,020.28-</b>	<b>11</b>
01-00-321-800	Cable Television Franchise	0.00	160,000.00	0.00	1,719.02-	0.00	161,719.02-	1-
01-00-322-820	STREET ENCROACHMENTS	5,035.00	6,000.00	310.00	8,915.00	0.00	2,915.00	149
01-00-331-100	District Attorney Fines	3,590.30	25,000.00	993.95	2,891.56	0.00	22,108.44-	12
01-00-331-110	District Justice Fines	10,506.16	40,000.00	5,714.28	13,083.02	0.00	26,916.98-	33
01-00-331-120	PennDot Fines	0.00	4,000.00	0.00	0.00	0.00	4,000.00-	0
	<b>331 FINES</b>	<b>14,096.46</b>	<b>69,000.00</b>	<b>6,708.23</b>	<b>15,974.58</b>	<b>0.00</b>	<b>53,025.42-</b>	<b>23</b>
01-00-341-000	INTEREST EARNINGS CHECKING	57.02	600.00	100.93	238.69	0.00	361.31-	40
01-00-341-100	INTEREST EARNINGS PLGIT	3.93	50.00	0.02	0.08	0.00	49.92-	0
	<b>341 INTEREST EARNINGS CHECKING</b>	<b>60.95</b>	<b>650.00</b>	<b>100.95</b>	<b>238.77</b>	<b>0.00</b>	<b>411.23-</b>	<b>37</b>
01-00-355-010	Public Utility Realty Tax	0.00	4,600.00	0.00	0.00	0.00	4,600.00-	0
01-00-355-011	Act 13	0.00	1,500.00	0.00	0.00	0.00	1,500.00-	0
01-00-355-044	County Sales & Use Tax	95,985.42	355,000.00	33,157.75	110,552.09	0.00	244,447.91-	31
01-00-355-080	Beverage Licenses	0.00	2,650.00	0.00	0.00	0.00	2,650.00-	0
01-00-355-120	Foreign Casualty Ins Premium	0.00	195,000.00	0.00	0.00	0.00	195,000.00-	0
01-00-355-130	Foreign Fire Ins Premium	0.00	45,000.00	0.00	0.00	0.00	45,000.00-	0

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	355 STATE SHARED REVENUE	95,985.42	603,750.00	33,157.75	110,552.09	0.00	493,197.91-	18
01-00-361-310	Planning Commission Fees	0.00	500.00	0.00	0.00	0.00	500.00-	0
01-00-361-340	Zoning Hearing Board Fees	2,000.00	2,000.00	0.00	273.85	0.00	1,726.15-	14
01-00-361-500	Sale of Publications	904.50	2,500.00	210.00	525.00	0.00	1,975.00-	21
	361 GENERAL GOVERNMENT	2,904.50	5,000.00	210.00	798.85	0.00	4,201.15-	16
01-00-362-011	Federally Forfeited Property	0.00	60,000.00	0.00	0.00	0.00	60,000.00-	0
01-00-362-100	Police Services	20,630.00	60,000.00	40,334.85	100,608.32	0.00	40,608.32	168
01-00-362-101	Keystone Oaks School Guards	13,866.51	43,755.00	4,445.58	15,491.90	0.00	28,263.10-	35
01-00-362-410	Building Permits	23,318.50	75,000.00	6,661.50	22,486.66	0.00	52,513.34-	30
01-00-362-500	Police/Fire False Alarms	100.00	1,000.00	0.00	200.00	0.00	800.00-	20
	362 PUBLIC SAFETY	57,915.01	239,755.00	51,441.93	138,786.88	0.00	100,968.12-	58
01-00-363-210	Parking Fines	1,930.00	6,000.00	280.00	1,315.00	0.00	4,685.00-	22
01-00-363-510	Penndot Snow Contract	0.00	15,000.00	0.00	0.00	0.00	15,000.00-	0
	363 HIGHWAY AND STREETS	1,930.00	21,000.00	280.00	1,315.00	0.00	19,685.00-	6
01-00-365-500	ANIMAL CONTROL	7.50	100.00	15.25	20.25	0.00	79.75-	20
01-00-367-000	CULTURE-RECREATION	0.00	2,000.00	0.00	0.00	0.00	2,000.00-	0
01-00-367-300	Park Fees	12,500.00	8,000.00	300.00	4,105.00	0.00	3,895.00-	51
	367 CULTURE-RECREATION	12,500.00	10,000.00	300.00	4,105.00	0.00	5,895.00-	41
01-00-380-000	MISCELLANEOUS REVENUES	100.01	3,500.00	70.00	1,729.82	0.00	1,770.18-	49
01-00-380-100	Surplus Vehicle Sale	14,700.00	40,000.00	0.00	33,901.00	0.00	6,099.00-	85
01-00-380-101	Tax Certifications/Duplicates	5,572.00	15,000.00	2,686.00	4,524.00	0.00	10,476.00-	30
01-00-380-300	Memorial/Community Day Donations	175.00	13,000.00	0.00	0.00	0.00	13,000.00-	0
01-00-380-351	Baldwin Twp/workers Comp	0.00	4,500.00	0.00	0.00	0.00	4,500.00-	0
01-00-380-400	Health Insurance Contribution	4,688.52	13,000.00	662.53	5,386.38	0.00	7,613.62-	41
01-00-380-500	Flexible Spending Account	1,034.28-	7,000.00	165.46	745.39	0.00	6,254.61-	11
	380 MISCELLANEOUS REVENUES	24,201.25	96,000.00	3,583.99	46,286.59	0.00	49,713.41-	48
01-00-383-160	Fire Insurance/Demolition Escrow	0.00	0.00	43,471.33	43,471.33	0.00	43,471.33	0



Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-00-383-500	ICE CASTLE-ANNUAL ASSESSMENT	0.00	20,000.00	0.00	0.00	0.00	20,000.00-	0
	383 Total	0.00	20,000.00	43,471.33	43,471.33	0.00	23,471.33	217
01-00-392-362	Transfer from Sanitary Sewer Fund	0.00	150,000.00	0.00	150,000.00	0.00	0.00	100
01-00-399-000	FUND BALANCE FORWARD	1,008,601.52	1,039,170.13	0.00	800,101.90	0.00	239,068.23-	77
	00 Total	3,489,082.01	7,090,124.27	1,078,105.45	2,803,900.23	0.00	4,286,224.04-	40
01-99-999-999	Cancel Revenue Account	2,662.41	0.00	0.00	0.00	0.00	0.00	0
	01 GENERAL FUND EXPENDITUR Revenue Total	3,491,744.42	7,090,124.27	1,078,105.45	2,803,900.23	0.00	4,286,224.04-	40

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-000-000	GENERAL FUND EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-400-000	LEGISLATIVE BODY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-400-111	Council Salary	4,374.93	17,500.00	1,458.31	4,374.93	0.00	13,125.07	25
01-00-400-112	Mayor Salary	624.99	2,500.00	208.33	624.99	0.00	1,875.01	25
01-00-400-158	Life Insurance	76.80	480.00	38.40	153.60	0.00	326.40	32
01-00-400-210	Office Supplies	0.00	100.00	81.96	81.96	0.00	18.04	82
01-00-400-320	Communication	11,838.35	1,000.00	5,440.79	5,440.79	0.00	4,440.79-	544
01-00-400-324	Telephone	233.37	720.00	58.47	239.88	0.00	480.12	33
01-00-400-420	Dues & Memberships	575.00	2,000.00	0.00	700.00	0.00	1,300.00	35
01-00-400-460	Meetings & Conferences	780.47	6,000.00	859.47	2,501.99	0.00	3,498.01	42
	400 LEGISLATIVE BODY	18,503.91	30,300.00	8,145.73	14,118.14	0.00	16,181.86	47
01-00-401-000	EXECUTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-401-121	Salary	29,815.42	96,900.00	7,453.84	29,815.36	0.00	67,084.64	31
01-00-401-122	Pension Contribution	2,046.17	7,650.00	588.46	2,353.84	0.00	5,296.16	31
01-00-401-152	Dental Insurance	186.50	480.00	63.42	272.62	0.00	207.38	57
01-00-401-155	Optical Insurance	44.75	140.00	16.28	40.70	0.00	99.30	29
01-00-401-156	Health/Hospital Insurance	1,391.48	4,453.00	0.00	1,110.42	0.00	3,342.58	25
01-00-401-158	Life Insurance	183.90	1,100.00	91.95	367.80	0.00	732.20	33
01-00-401-420	Dues & Memberships	300.00	1,500.00	0.00	35.00	0.00	1,465.00	2
01-00-401-460	Meetings & Conferences	696.28	3,000.00	937.61	1,530.44	0.00	1,469.56	51
	401 EXECUTIVE	34,664.50	115,223.00	9,151.56	35,526.18	0.00	79,696.82	31

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	BaLance	% Expd
01-00-402-000	FINANCIAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-402-311	Auditor Services	2,500.00	21,000.00	0.00	2,800.00	0.00	18,200.00	13
01-00-403-000	TAX COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-403-114	Real Estate-Current Fees	2,523.61	8,140.00	625.76	2,503.04	0.00	5,636.96	31
01-00-403-115	Real Estate-Delinquent Fees	2,700.54	5,000.00	0.00	4,104.47	0.00	895.53	82
01-00-403-116	Tax Certification/Duplicate Fees	5,124.00	15,000.00	848.00	2,506.00	0.00	12,494.00	17
01-00-403-158	Life Insurance	9.60	60.00	4.80	19.20	0.00	40.80	32
01-00-403-210	Office Supplies	1,509.28	2,000.00	44.37	1,105.32	0.00	894.68	55
01-00-403-212	Tax Duplicates	2,095.65	2,200.00	0.00	2,073.55	0.00	126.45	94
01-00-403-316	Software Services	1,200.00	1,500.00	0.00	1,200.00	0.00	300.00	80
01-00-403-317	wage Tax Collection	349.73	500.00	0.00	0.00	0.00	500.00	0
01-00-403-353	Bonds	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-403-400	Real Estate-Lien Collection	8,887.59	24,000.00	1,093.33	6,655.15	0.00	17,344.85	28
01-00-403-460	Meetings & Conferences	60.00	100.00	0.00	0.00	0.00	100.00	0
01-00-403-500	Tax Refunds	1,250.34	1,500.00	0.00	0.00	0.00	1,500.00	0
01-00-403-501	Act 77 Refunds	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
	403 TAX COLLECTION	25,710.34	66,000.00	2,616.26	20,166.73	0.00	45,833.27	31
01-00-404-000	LAW	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-404-314	Labor Counsel Services	20,339.22	35,000.00	248.50	7,763.61	0.00	27,236.39	22
01-00-404-316	Solicitor Retainer	1,125.00	4,500.00	375.00	1,500.00	0.00	3,000.00	33
01-00-404-317	Solicitor Services	2,686.00	15,000.00	1,037.00	2,966.50	0.00	12,033.50	20
	404 LAW	24,150.22	54,500.00	1,660.50	12,230.11	0.00	42,269.89	22
01-00-405-000	CLERK/SECRETARY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-405-141	Assistant Manager	22,000.00	66,300.00	5,100.00	22,400.00	0.00	43,900.00	34
01-00-405-142	Accounts Payable Clerk	12,349.60	45,000.00	3,461.54	13,846.16	0.00	31,153.84	31
01-00-405-143	Secretary/Part-time wages	4,307.47	16,640.00	2,304.00	9,187.68	0.00	7,452.32	55
01-00-405-144	Keystone Community Coordinator	14,725.52	0.00	0.00	0.00	0.00	0.00	0
01-00-405-156	Health/Hospital Insurance	16,951.36	25,500.00	314.32	7,142.41	0.00	18,357.59	28
01-00-405-158	Life Insurance	311.92	1,600.00	108.91	435.64	0.00	1,164.36	27
01-00-405-210	Office Supplies	86.76	1,000.00	76.72	1,181.06	0.00	181.06	118
01-00-405-212	Forms	879.89	1,500.00	160.00	833.70	0.00	666.30	56
01-00-405-325	Postage	803.23	2,000.00	762.20	1,744.10	0.00	255.90	87
01-00-405-341	Advertising	173.60	2,000.00	579.15	1,525.35	0.00	474.65	76
01-00-405-420	Meetings & Conferences	325.00	500.00	0.00	411.85	0.00	88.15	82

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	405 CLERK/SECRETARY	72,914.35	162,040.00	12,866.84	58,707.95	0.00	103,332.05	36
01-00-406-000	PERSONNEL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-406-100	Employee Hiring Costs	84.00	500.00	22.00	22.00	0.00	478.00	4
01-00-406-159	Asst Mgmt-ICMA	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
01-00-406-160	Pension/Retirement	0.00	207,238.00	351.96	2,167.98	0.00	205,070.02	1
01-00-406-161	F I C A	31,217.83	105,000.00	8,370.28	35,133.43	0.00	69,866.57	33
01-00-406-163	Ambulance Subscriptions	80.00	150.00	0.00	0.00	0.00	150.00	0
01-00-406-164	Employer FSA Contributions	1,531.44	5,000.00	386.46	1,831.35	0.00	3,168.65	37
01-00-406-316	Payroll Service	4,530.55	14,500.00	1,113.33	5,871.48	0.00	8,628.52	40
01-00-406-350	Insurance & Bonding	28,998.05	100,683.00	33,953.75	35,882.47	0.00	64,800.53	36
01-00-406-354	Workers Compensation	69,729.00	125,000.00	10,898.22	46,025.61	0.00	78,974.39	37
	406 PERSONNEL ADMINISTRATION	136,170.87	560,071.00	55,096.00	126,934.32	0.00	433,136.68	23
01-00-407-000	DATA PROCESSING	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-407-201	Computer Supplies	0.00	100.00	0.00	0.00	0.00	100.00	0
01-00-407-202	Copier Supplies	178.51	500.00	0.00	0.00	0.00	500.00	0
01-00-407-203	Website Maintenance	96.17	500.00	15.00	81.17	0.00	418.83	16
01-00-407-316	Software Services	1,275.00	4,000.00	0.00	0.00	0.00	4,000.00	0
01-00-407-374	Computer Maintenance Agreement	5,294.00	18,000.00	1,348.00	6,179.50	0.00	11,820.50	34
01-00-407-375	Copier Maintenance Agreement	1,263.06	4,000.00	442.63	1,674.28	0.00	2,325.72	42
01-00-407-377	Printer Maintenance	0.00	250.00	0.00	0.00	0.00	250.00	0
01-00-407-452	Contracted Services	192.00	648.00	0.00	50.95	0.00	597.05	8
01-00-407-700	Computer/Fax	2,122.85	350.00	27.54	82.62	0.00	267.38	24
	407 DATA PROCESSING	10,421.59	28,348.00	1,833.17	8,068.52	0.00	20,279.48	28
01-00-408-000	ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-408-316	Engineer Service Fees	267.49	25,000.00	3,064.25	10,717.48	0.00	14,282.52	43
01-00-409-000	GENERAL GOVERNMENT BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-409-141	Custodian Wages	2,102.30	8,000.00	499.87	2,104.86	0.00	5,895.14	26
01-00-409-220	Operating Supplies	850.45	4,000.00	1,776.24	3,652.26	0.00	347.74	91
01-00-409-260	Small Tools & Minor Equipment	507.70	800.00	0.00	0.00	0.00	800.00	0
01-00-409-321	Telephone	1,597.11	8,000.00	625.03	3,804.76	0.00	4,195.24	48
01-00-409-325	Internet Fees	0.00	650.00	0.00	0.00	0.00	650.00	0
01-00-409-361	Electricity	5,564.42	28,000.00	2,624.95	7,958.40	0.00	20,041.60	28
01-00-409-362	Gas	8,074.46	13,500.00	1,388.81	4,019.44	0.00	9,480.56	30

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-409-364	Sewage	435.22	1,200.00	6.45	358.23	0.00	841.77	30
01-00-409-366	Water	673.56	2,100.00	268.73	831.46	0.00	1,268.54	40
01-00-409-373	Repairs to Building	8,275.72	25,750.00	3,392.43	9,864.95	0.00	15,885.05	38
01-00-409-376	Landscaping Materials	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-00-409-377	Heating System Maintenance	0.00	2,100.00	0.00	0.00	0.00	2,100.00	0
01-00-409-452	Contracted Services	6,319.81	22,000.00	4,077.80	8,792.84	0.00	13,207.16	40
01-00-409-453	Furniture & Equipment	0.00	10,000.00	0.00	33.98	0.00	9,966.02	0
	<b>409 GENERAL GOVERNMENT BUILDINGS</b>	<b>34,400.75</b>	<b>127,100.00</b>	<b>14,660.31</b>	<b>41,421.18</b>	<b>0.00</b>	<b>85,678.82</b>	<b>33</b>
01-00-410-000	POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-410-122	Chief's Salary	44,613.43	145,173.00	11,167.04	44,668.16	0.00	100,504.84	31
01-00-410-123	Lieutenant's Wages	69,287.16	231,067.00	17,774.32	70,996.96	0.00	160,070.04	31
01-00-410-131	Sargeant's Wages	124,675.76	436,164.00	33,346.08	131,223.00	0.00	304,941.00	30
01-00-410-132	Patrolman's Wages	213,122.46	637,985.00	54,583.56	218,537.33	0.00	419,447.67	34
01-00-410-140	Parking Enforcement Officer	4,242.00	14,661.00	995.52	4,151.96	0.00	10,509.04	28
01-00-410-141	Clerk's Wages	13,845.60	46,670.00	3,587.20	14,318.40	0.00	32,351.60	31
01-00-410-142	School Guard Wages	24,266.06	86,776.00	5,456.64	22,737.09	0.00	64,038.91	26
01-00-410-152	Dental Insurance	5,117.96	18,000.00	2,386.80	5,967.00	0.00	12,033.00	33
01-00-410-155	Optical Insurance	1,037.63	3,600.00	512.82	1,282.05	0.00	2,317.95	36
01-00-410-156	Health/Hospital Insurance	61,983.72	216,000.00	0.00	51,816.21	0.00	164,183.79	24
01-00-410-158	Life Insurance	1,504.02	15,600.00	752.01	3,008.04	0.00	12,591.96	19
01-00-410-160	Pension/Retirement	0.00	353,613.00	0.00	0.00	0.00	353,613.00	0
01-00-410-161	Chief's Pension	5,747.77	21,800.00	1,675.06	6,700.24	0.00	15,099.76	31
01-00-410-163	Ambulance Subscriptions	0.00	80.00	0.00	0.00	0.00	80.00	0
01-00-410-179	Court Time	3,772.46	30,000.00	1,927.89	6,061.06	0.00	23,938.94	20
01-00-410-182	Longevity	18,241.89	63,800.00	4,185.88	16,891.23	0.00	46,908.77	26
01-00-410-183	Overtime	15,475.07	85,000.00	2,628.39	11,471.97	0.00	73,528.03	14
01-00-410-187	Special Detail	27,032.98	70,000.00	22,641.73	83,731.19	0.00	13,731.19	120
01-00-410-188	Holiday Pay	0.00	52,000.00	0.00	0.00	0.00	52,000.00	0
01-00-410-189	Vacation Buy Back	185.00	12,000.00	0.00	0.00	0.00	12,000.00	0
01-00-410-190	Sick Days Buy Back	450.00	42,000.00	0.00	6,675.00	0.00	35,325.00	16
01-00-410-191	Uniform Allowance/Police	18,556.91	19,000.00	205.18	14,239.90	0.00	4,760.10	75
01-00-410-192	Uniform Allowance/School Guard	0.00	2,800.00	46.99	414.55	0.00	2,385.45	15
01-00-410-210	Office Supplies	1,546.19	5,000.00	161.78	1,042.62	0.00	3,957.38	21
01-00-410-212	Forms	561.28	400.00	0.00	0.00	0.00	400.00	0
01-00-410-213	Minor Equipment	1,380.69	8,000.00	600.70	782.68	0.00	7,217.32	10
01-00-410-220	Operating Supplies	2,392.36	7,000.00	1,391.48	4,594.30	0.00	2,405.70	66
01-00-410-231	Vehicle Fuel	9,239.30	35,000.00	3,506.26	9,209.30	0.00	25,790.70	26
01-00-410-239	Tires	0.00	3,000.00	0.00	648.00	0.00	2,352.00	22

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-410-240	Other Operating Supplies/D.A.R	0.00	3,000.00	0.00	160.29	0.00	2,839.71	5
01-00-410-316	Software Services	30,395.42	94,712.70	5,148.02	29,119.55	0.00	65,593.15	31
01-00-410-321	Telephone	834.56	7,000.00	171.34	1,580.48	0.00	5,419.52	23
01-00-410-322	MDT Air Cards	960.42	4,000.00	320.10	960.26	0.00	3,039.74	24
01-00-410-324	Mobile Phone	562.72	2,030.85	41.85	399.10	0.00	1,631.75	20
01-00-410-325	Postage	173.77	700.00	0.00	45.40	0.00	654.60	6
01-00-410-326	Court Parking	67.00	150.00	0.00	45.00	0.00	105.00	30
01-00-410-327	Police Radio Maintenance	381.00	2,000.00	0.00	497.83	0.00	1,502.17	25
01-00-410-328	Police Radio Installation	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
01-00-410-374	Vehicle Repair/Parts	5,492.70	30,000.00	1,523.52	5,506.39	0.00	24,493.61	18
01-00-410-375	Speed Control Equipment	90.90	2,500.00	0.00	646.14	0.00	1,853.86	26
01-00-410-377	Copier Maintenance	1,058.65	3,500.00	272.00	816.00	0.00	2,684.00	23
01-00-410-420	Dues	1,105.00	3,000.00	350.00	745.00	0.00	2,255.00	25
01-00-410-452	Animal Control Service	428.70	35,000.00	0.00	924.00	0.00	34,076.00	3
01-00-410-453	Contracted Services	2,550.00	3,000.00	120.00	480.00	0.00	2,520.00	16
01-00-410-460	Meetings and Conferences	1,329.99	4,500.00	2,317.33	2,585.26	0.00	1,914.74	57
01-00-410-461	Officer Training	5,101.38	14,000.00	302.88	5,492.36	0.00	8,507.64	39
01-00-410-462	Education Reimbursement	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-410-542	Community Programs	72.84	2,000.00	0.00	0.00	0.00	2,000.00	0
01-00-410-742	Computer	749.00	16,000.00	1,718.40	2,634.40	0.00	13,365.60	16
01-00-410-743	Computer Maintenance	5,100.00	18,000.00	1,200.00	3,600.00	0.00	14,400.00	20
01-00-410-744	MDT-Lap Tops	0.00	14,000.00	0.00	0.00	0.00	14,000.00	0
01-00-410-747	Speed Monitor Maintenance	926.68	4,500.00	0.00	640.00	0.00	3,860.00	14
01-00-410-748	K-9 Expense	2,100.90	5,000.00	10,313.46	13,586.11	0.00	8,586.11-	272
01-00-410-749	K-9 Handler	980.00	3,500.00	245.00	735.00	0.00	2,765.00	21
01-00-410-752	Truck Inspection	950.00	1,000.00	174.55	174.55	0.00	825.45	17
01-00-410-753	AED Maintenance	725.00	3,000.00	0.00	715.20	0.00	2,284.80	24
01-00-410-754	Asset Forfeiture Purchases	41,645.00	60,000.00	0.00	0.00	0.00	60,000.00	0
	<b>410 POLICE</b>	<b>772,059.33</b>	<b>3,007,282.55</b>	<b>193,751.78</b>	<b>803,256.56</b>	<b>0.00</b>	<b>2,204,025.99</b>	<b>27</b>
01-00-411-000	FIRE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-411-163	VFD Relief Assoc.	0.00	44,000.00	0.00	0.00	0.00	44,000.00	0
01-00-411-363	Hydrant Service	6,958.43	28,000.00	2,415.70	7,172.59	0.00	20,827.41	26
01-00-411-383	Fire Department Warehouse Lease	0.00	40,000.00	1,110.67-	0.66	0.00	39,999.34	0
01-00-411-550	Fire Department Donation	0.00	75,000.00	75,000.00	81,666.66	0.00	6,666.66-	109
	<b>411 FIRE</b>	<b>6,958.43</b>	<b>187,000.00</b>	<b>76,305.03</b>	<b>88,839.91</b>	<b>0.00</b>	<b>98,160.09</b>	<b>48</b>
01-00-412-530	Ambulance/Rescue Assessment	132,428.00	128,000.00	0.00	124,761.48	0.00	3,238.52	97

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-412-531	EM Equipment/Training	3,504.65	3,500.00	0.00	400.00	0.00	3,100.00	11
	412 Total	135,932.65	131,500.00	0.00	125,161.48	0.00	6,338.52	95
01-00-413-000	PROTECTIVE INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-413-130	Building Official wages	16,819.78	61,405.00	5,044.97	20,024.02	0.00	41,380.98	33
01-00-413-131	Building Official	2,352.25	0.00	0.00	0.00	0.00	0.00	0
01-00-413-134	Building & Codes Assistant	0.00	48,000.00	637.50	11,160.64	0.00	36,839.36	23
01-00-413-143	Secretary Wages	11,819.20	45,000.00	3,462.40	13,723.60	0.00	31,276.40	30
01-00-413-152	Dental Insurance	0.00	2,760.00	193.92	775.68	0.00	1,984.32	28
01-00-413-155	Optical Insurance	0.00	552.00	405.84	283.74	0.00	835.74	51
01-00-413-156	Hospital Insurance	4,573.76	32,400.00	0.00	7,142.07	0.00	25,257.93	22
01-00-413-158	Life Insurance	88.68	800.00	44.34	283.68	0.00	516.32	35
01-00-413-163	Ambulance Subscriptions	0.00	80.00	0.00	0.00	0.00	80.00	0
01-00-413-210	Office Supplies	55.56	300.00	130.01	220.56	0.00	79.44	74
01-00-413-212	Forms	18.00	150.00	22.50	72.00	0.00	78.00	48
01-00-413-220	Operating Supplies	1,082.69	2,400.00	0.00	143.46	0.00	2,256.54	6
01-00-413-324	Mobile Phone	246.38	1,600.00	124.23	372.69	0.00	1,227.31	23
01-00-413-325	Postage	134.44	1,000.00	0.00	179.00	0.00	821.00	18
01-00-413-374	Vehicle Repairs	542.77	1,000.00	0.00	588.00	0.00	412.00	59
01-00-413-375	Fuel	308.33	1,500.00	143.58	529.69	0.00	970.31	35
01-00-413-420	Dues	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
01-00-413-452	Contracted Outside Services	6,763.20	50,000.00	996.59	2,632.53	0.00	47,367.47	5
01-00-413-460	Meetings & Conferences	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
	413 PROTECTIVE INSPECTION	44,805.04	253,147.00	10,394.20	57,563.88	0.00	195,583.12	23
01-00-414-000	PLANNING & ZONING	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-414-212	Forms	112.86	500.00	0.00	0.00	0.00	500.00	0
01-00-414-314	Special Legal Services	0.00	2,000.00	157.00	157.00	0.00	1,843.00	8
01-00-414-341	Advertising	617.70	1,500.00	0.00	83.70	0.00	1,416.30	6
01-00-414-420	Dues	744.00	800.00	0.00	852.00	0.00	52.00	106
01-00-414-500	Refunds	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
	414 PLANNING & ZONING	1,474.56	6,300.00	157.00	1,092.70	0.00	5,207.30	17
01-00-427-000	SOLID WASTE COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-427-450	Garbage Hauling	105,014.88	500,000.00	29,509.59	97,737.38	0.00	402,262.62	20
01-00-427-451	Recycling Collection	14,069.71	50,000.00	4,692.08	15,048.62	0.00	34,951.38	30
01-00-427-452	Leaf Collection	0.00	13,000.00	0.00	0.00	0.00	13,000.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-427-453	Fire Dept. Site Glass Pickup	1,077.60	5,000.00	400.00	1,150.00	0.00	3,850.00	23
	427 SOLID WASTE COLLECTION	120,162.19	568,000.00	34,601.67	113,936.00	0.00	454,064.00	20
01-00-430-000	HIGHWAY MAINTENANCE-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-430-142	Driver's Wages	99,721.32	460,000.00	35,228.80	140,387.60	0.00	319,612.40	31
01-00-430-143	Part-time Seasonal Workers	0.00	12,000.00	0.00	1,500.00	0.00	10,500.00	12
01-00-430-152	Dental Insurance	2,737.68	9,000.00	1,357.44	3,393.60	0.00	5,606.40	38
01-00-430-155	Optical Insurance	536.64	1,700.00	284.90	712.25	0.00	987.75	42
01-00-430-156	Health/Hospital Insurance	26,018.96	82,000.00	0.00	22,803.84	0.00	59,196.16	28
01-00-430-158	Life Insurance	541.10	4,000.00	313.60	1,254.40	0.00	2,745.60	31
01-00-430-163	Ambulance Subscription	0.00	300.00	0.00	80.00	0.00	220.00	27
01-00-430-182	Longevity	1,305.00	5,000.00	405.00	1,215.00	0.00	3,785.00	24
01-00-430-183	Overtime	27,683.14	5,000.00	532.11	10,044.84	0.00	5,044.84	201
01-00-430-190	Sick Time Bonus	0.00	2,800.00	0.00	1,500.00	0.00	4,300.00	54
01-00-430-210	Office Supplies	0.00	100.00	0.00	13.00	0.00	87.00	13
01-00-430-220	Operating Supplies	615.14	7,013.38	655.50	5,501.35	0.00	1,512.03	78
01-00-430-231	Gasoline	886.79	6,756.02	274.94	1,044.35	0.00	5,711.67	15
01-00-430-232	Diesel Fuel	6,032.63	12,000.00	1,171.02	3,726.91	0.00	8,273.09	31
01-00-430-238	Clothing & Uniforms	2,505.49	7,500.00	307.66	4,249.60	0.00	3,250.40	57
01-00-430-239	Tires	46.00	6,500.00	0.00	15.07	0.00	6,484.93	0
01-00-430-251	Vehicle Repair/Maintenance	7,109.64	15,000.00	1,112.78	7,883.67	0.00	7,116.33	53
01-00-430-260	Small Tools & Equipment	1,449.69	7,092.00	3,670.79	4,926.82	0.00	2,165.18	69
01-00-430-321	Telephone	1,448.40	4,500.00	234.47	947.92	0.00	3,552.08	21
01-00-430-324	Mobile Phone	126.67	550.00	42.11	126.33	0.00	423.67	23
01-00-430-327	Radio Equipment Maintenance	885.01	1,000.00	0.00	958.00	0.00	42.00	96
01-00-430-361	Electricity	530.39	2,414.63	196.76	780.50	0.00	1,634.13	32
01-00-430-362	Gas	3,284.03	5,848.70	670.12	2,351.00	0.00	3,497.70	40
01-00-430-364	Sewage Charges	210.35	600.00	0.00	211.63	0.00	388.37	35
01-00-430-366	Water	261.71	720.00	0.00	0.00	0.00	720.00	0
01-00-430-373	Building Repair	0.00	3,500.00	246.37	2,062.37	0.00	1,437.63	59
01-00-430-374	Equipment Repair	6,566.54	20,000.00	0.00	2,323.57	0.00	17,676.43	12
01-00-430-453	Contracted Tree Removal	0.00	5,000.00	0.00	2,000.00	0.00	3,000.00	40
01-00-430-454	PA One Call Service	54.31	600.00	0.00	24.64	0.00	575.36	4
01-00-430-460	Meetings & Conferences	530.00	1,500.00	135.00	455.00	0.00	1,045.00	30
	430 HIGHWAY MAINTENANCE-GENERAL	191,086.63	689,994.73	46,839.37	219,493.26	0.00	470,501.47	32
01-00-432-000	HIGHWAY MAINTENANCE-SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-432-221	Calcium Chloride	980.00	1,000.00	0.00	0.00	0.00	1,000.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-433-000	HIGHWAY MAINTENANCE-SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-433-220	Signs	2,590.00	20,203.87	0.00	2,178.12	0.00	18,025.75	11
01-00-433-361	Electricity	1,024.10	3,800.00	247.52	975.15	0.00	2,824.85	26
01-00-433-374	Equipment Repair	260.00	2,000.00	0.00	630.00	0.00	1,370.00	32
01-00-433-376	Crosswalk Paint	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
	433 HIGHWAY MAINTENANCE-SIDEWALKS	3,874.10	46,003.87	247.52	3,783.27	0.00	42,220.60	8
01-00-435-000	HWY MAINTENANCE-STREETScape	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-435-251	Decorative St. Light Repair	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-435-253	Brick Repair and Replacement	0.00	5,000.00	0.00	994.04	0.00	4,005.96	20
01-00-435-255	Banner/Flag Repair and Replacement	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0
01-00-435-258	Landscaping/Planting	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-435-259	Street Furniture Maintenance	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-435-260	Curb and Line Painting	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
	435 HWY MAINTENANCE-STREETScape	0.00	33,000.00	0.00	994.04	0.00	32,005.96	3
01-00-436-000	HWY MAINTENANCE-STORM SEWERS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-436-374	Storm Sewer Repair	112.50	35,000.00	0.00	5,300.00	0.00	29,700.00	15
01-00-438-000	HWY MAINTENANCE-HWYS & BRIDGES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-438-220	Operating Supplies	0.00	2,000.00	300.00	300.00	0.00	1,700.00	15
01-00-438-221	Cold Patch	853.44	4,000.00	0.00	0.00	0.00	4,000.00	0
	438 HWY MAINTENANCE-HWYS & BRIDGES	853.44	6,000.00	300.00	300.00	0.00	5,700.00	5
01-00-451-000	CULTURE & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-451-200	Decorative St. Banners	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0
01-00-451-300	Entertainment Services	0.00	8,000.00	0.00	226.00	0.00	7,774.00	3
01-00-451-450	Rec. Share - Dormont Pool	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
	451 CULTURE & RECREATION	0.00	18,000.00	0.00	226.00	0.00	17,774.00	1
01-00-454-000	PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-454-120	Department Wages	0.00	10,780.00	0.00	0.00	0.00	10,780.00	0
01-00-454-142	Security Officer	350.00	2,100.00	350.00	350.00	0.00	1,750.00	17
01-00-454-220	Operating Supplies	999.16	6,500.00	84.28	84.28	0.00	6,415.72	1
01-00-454-221	Recreation Program	49.18	2,000.00	21.38	21.38	0.00	1,978.62	1



Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-454-252	Repair Material	20.78	1,000.00	0.00	96.43	0.00	903.57	10
01-00-454-260	Minor Equipment	0.00	500.00	75.71	75.71	0.00	424.29	15
01-00-454-361	Electricity	243.94	1,500.00	80.91	327.18	0.00	1,172.82	22
01-00-454-364	Sewage	0.00	600.00	0.00	0.00	0.00	600.00	0
01-00-454-366	Water	118.63	1,600.00	0.00	0.00	0.00	1,600.00	0
01-00-454-373	Repairs to Building	0.00	5,000.00	862.43	862.43	0.00	4,137.57	17
01-00-454-374	Park Maintenance	1,053.50	3,000.00	131.90	720.65	0.00	2,279.35	24
01-00-454-375	Tree Removal	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
01-00-454-376	Landscaping	4,132.94	7,500.00	1,696.61	1,696.61	0.00	5,803.39	23
01-00-454-500	Refunds	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
	454 PARKS	6,968.13	49,080.00	3,303.22	4,234.67	0.00	44,845.33	9
01-00-455-000	TREES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-455-700	Street Tree Maintenance	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-00-455-701	Tree Planting Program	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
	455 TREES	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0
01-00-457-000	CIVIL & MILITARY CELEBRATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-457-540	Civic Group Contributions	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0
01-00-457-543	Memorial Day	6,371.20	2,000.00	0.00	0.00	0.00	2,000.00	0
01-00-457-546	Community Day	0.00	22,000.00	0.00	0.00	0.00	22,000.00	0
	457 CIVIL & MILITARY CELEBRATIONS	6,371.20	54,000.00	0.00	0.00	0.00	54,000.00	0
01-00-463-000	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-463-112	Department Wages	0.00	48,824.00	3,755.70	15,022.80	0.00	33,801.20	31
01-00-463-196	Health/Hospital Insurance	0.00	6,132.00	79.70	1,729.43	0.00	4,402.57	28
01-00-463-198	Life Insurance	0.00	630.00	52.20	208.80	0.00	421.20	33
01-00-463-248	Development Supplies	0.00	2,000.00	169.37	226.36	0.00	1,773.64	11
01-00-463-310	Professional Services	0.00	25,000.00	3,320.00	4,220.00	0.00	20,780.00	17
01-00-463-341	Advertising	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-00-463-420	Dues & Memberships	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-00-463-453	Website Maintenance	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-00-463-454	Community Events	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-00-463-460	Meetings & Conferences	0.00	1,500.00	0.00	40.00	0.00	1,460.00	3
	463 ECONOMIC DEVELOPMENT	0.00	93,586.00	7,376.97	21,447.39	0.00	72,138.61	23

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-00-481-000	INTERGOVERNMENTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-481-510	Shacog/Dues	0.00	10,000.00	0.00	800.00	0.00	9,200.00	8
01-00-492-000	INTERFUND OPERATING TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-00-492-210	Transfer to Emp/Ret Sinking	50,000.00	100,000.00	10,000.00	45,000.00	0.00	55,000.00	45
01-00-492-221	Transfer to Capital Reserve Fund	0.00	150,000.00	0.00	0.00	0.00	150,000.00	0
	492 INTERFUND OPERATING TRANSFERS	50,000.00	250,000.00	10,000.00	45,000.00	0.00	205,000.00	18
	00 GENERAL FUND EXPENDITURES	<u>1,701,342.22</u>	<u>6,645,976.15</u>	<u>492,371.38</u>	<u>1,822,119.77</u>	<u>0.00</u>	<u>4,823,856.38</u>	<u>27</u>
	01 GENERAL FUND EXPENDITUR Expend Total	1,701,342.22	6,645,976.15	492,371.38	1,822,119.77	0.00	4,823,856.38	27

01 GENERAL FUND EXPENDITURES

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	3,491,744.42	1,078,105.45	2,803,900.23
Expended:	<u>1,701,342.22</u>	<u>492,371.38</u>	<u>1,822,119.77</u>
Net Income:	1,790,402.20	585,734.07	981,780.46

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
02-00-301-100	Real Estate Taxes-Current	46,566.90	112,000.00	30,818.03	46,473.63	0.00	65,526.37-	41
02-00-301-500	Real Estate Taxes-Liened	1,848.29	4,500.00	346.81	470.24	0.00	4,029.76-	10
	301 REAL ESTATE TAXES	48,415.19	116,500.00	31,164.84	46,943.87	0.00	69,556.13-	40
02-00-399-000	FUND BALANCE FORWARD	58,478.23	71,907.17	0.00	48,781.19	0.00	23,125.98-	68
	00 Total	106,893.42	188,407.17	31,164.84	95,725.06	0.00	92,682.11-	51
	02 STREET LIGHTING FUND Revenue Total	106,893.42	188,407.17	31,164.84	95,725.06	0.00	92,682.11-	51

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
02-00-000-000	STREET LIGHTING FUND	0.00	0.00	0.00	0.00	0.00	0.00	0
02-00-403-500	Tax Refunds	0.00	150.00	0.00	0.00	0.00	150.00	0
02-00-434-000	STREET LIGHTING EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0
02-00-434-361	Electricity	29,689.62	114,000.00	9,977.00	29,841.77	0.00	84,158.23	26
02-00-434-362	LED Conversion	0.00	45,000.00	0.00	0.00	0.00	45,000.00	0
	434 STREET LIGHTING EXPENDITURES	29,689.62	159,000.00	9,977.00	29,841.77	0.00	129,158.23	19
	00 STREET LIGHTING FUND	29,689.62	159,150.00	9,977.00	29,841.77	0.00	129,308.23	19
	02 STREET LIGHTING FUND Expend Total	29,689.62	159,150.00	9,977.00	29,841.77	0.00	129,308.23	19

02 STREET LIGHTING FUND

	Prior	Current	YTD
Revenues:	106,893.42	31,164.84	95,725.06
Expended:	29,689.62	9,977.00	29,841.77
Net Income:	77,203.80	21,187.84	65,883.29

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
08-00-341-000	Interest Earnings	237.14	1,150.00	347.53	1,423.63	0.00	273.63	124
08-00-341-001	PLGIT Interest	64.06	0.00	2,187.90	9,081.65	0.00	9,081.65	0
	341 Interest Earnings	301.20	1,150.00	2,535.43	10,505.28	0.00	9,355.28	124
08-00-351-010	COVID 19-ARPA	0.00	535,356.22	0.00	0.00	0.00	535,356.22-	0
08-00-354-100	ALCOSAN Grow Grant	300,000.00-	0.00	0.00	0.00	0.00	0.00	0
08-00-354-110	South McCully Sewer Repairs	96,000.00-	0.00	0.00	0.00	0.00	0.00	0
	354 STATE CAPITAL/OPERATING GRANTS	396,000.00-	0.00	0.00	0.00	0.00	0.00	0
08-00-364-110	Sewage Tap-in Fee	0.00	15,000.00	0.00	0.00	0.00	15,000.00-	0
08-00-364-111	Dye Test Fees	1,800.00	7,000.00	200.00	950.00	0.00	6,050.00-	14
08-00-364-121	Delinquent Sewage Collections	101,921.01	225,000.00	466.22	28,881.59	0.00	196,118.41-	13
08-00-364-123	Sewage Billing Collections	271,612.50	2,200,000.00	231,450.42	358,571.39	0.00	1,841,428.61-	16
08-00-364-600	Alcosan Billing Refund	10,380.96	11,000.00	0.00	11,003.70	0.00	3.70	100
	364 SANITATION	385,714.47	2,458,000.00	232,116.64	399,406.68	0.00	2,058,593.32-	16
08-00-399-000	Fund Balance Forward	3,750,951.15	3,925,103.81	0.00	3,878,232.07	0.00	46,871.74-	99
	00 Total	3,740,966.82	6,919,610.03	234,652.07	4,288,144.03	0.00	2,631,466.00-	62
	08 SANITARY SEWER FUND Revenue Total	3,740,966.82	6,919,610.03	234,652.07	4,288,144.03	0.00	2,631,466.00-	62

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
08-00-429-000	WASTEWATER COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00	0
08-00-429-220	Operating Supplies	1,170.23	3,000.00	40.03	120.05	0.00	2,879.95	4
08-00-429-231	Gasoline	272.21	1,000.00	291.70	666.30	0.00	333.70	67
08-00-429-238	Clothing & Uniforms	39.99	200.00	0.00	0.00	0.00	200.00	0
08-00-429-250	Vehicle Repair Supplies	341.44	1,000.00	0.00	1,438.20	0.00	438.20-	144
08-00-429-260	Small Tools & Equipment	0.00	150.00	0.00	173.99	0.00	23.99-	116
08-00-429-302	Line Cleaning & CCTV Inspect	5,298.51	15,000.00	0.00	4,110.58	0.00	10,889.42	27
08-00-429-306	Structural Repairs	19,434.69-	325,000.00	3,718.94	10,242.35-	0.00	335,242.35	3-
08-00-429-314	EPA SSO Flow Monitoring	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0
08-00-429-315	Flow Monitoring Equipment	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
08-00-429-316	Engineering Fees	45,882.04	90,000.00	13,273.44	43,020.66	0.00	46,979.34	48
08-00-429-361	Electricity	356.98	1,000.00	58.72	172.94	0.00	827.06	17

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
08-00-429-364	Alcosan Charges	156,988.10	2,132,576.00	0.00	170,257.70	0.00	1,962,318.30	8
08-00-429-365	PAWC Shutoff Charges	0.00	500.00	0.00	0.00	0.00	500.00	0
08-00-429-366	Sewage Billing	4,647.01	33,700.00	0.00	592.71	0.00	33,107.29	2
08-00-429-374	Sewer Repair	4,500.00	15,000.00	0.00	7,237.20	0.00	7,762.80	48
08-00-429-452	Contract Sewer Repair	0.00	13,000.00	0.00	9,207.60	0.00	3,792.40	71
08-00-429-453	Pump Station Maintenance	0.00	10,000.00	0.00	1,365.77	0.00	8,634.23	14
08-00-429-460	Meetings & Conferences	0.00	100.00	0.00	0.00	0.00	100.00	0
08-00-429-500	Customer Refunds	790.19	1,000.00	0.00	0.00	0.00	1,000.00	0
08-00-429-700	Jetter & Chassis	320,942.36	320,568.00	0.00	3,183.03	0.00	317,384.97	1
08-00-429-701	Sewer Camera Repairs	1,748.00	3,000.00	0.00	2,500.00	0.00	500.00	83
	<b>429 WASTEWATER COLLECTION</b>	<b>521,961.99</b>	<b>2,997,294.00</b>	<b>17,382.83</b>	<b>233,804.38</b>	<b>0.00</b>	<b>2,763,489.62</b>	<b>8</b>
08-00-430-701	F550 Upfit	0.00	52,000.00	0.00	51,511.00	0.00	489.00	99
08-00-492-000	INTERFUND OPERATING TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0
08-00-492-180	Transfer to Capital Projects	0.00	500,000.00	0.00	0.00	0.00	500,000.00	0
08-00-492-181	Transfer to General Fund	0.00	150,000.00	0.00	150,000.00	0.00	0.00	100
08-00-492-182	Transfer to Debt Service	0.00	150,000.00	0.00	0.00	0.00	150,000.00	0
08-00-492-183	Transfer to Capital Reserve Fund	0.00	400,000.00	0.00	0.00	0.00	400,000.00	0
	<b>492 INTERFUND OPERATING TRANSFERS</b>	<b>0.00</b>	<b>1,200,000.00</b>	<b>0.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>1,050,000.00</b>	<b>12</b>
	<b>00 SANITARY SEWER FUND</b>	<b>521,961.99</b>	<b>4,249,294.00</b>	<b>17,382.83</b>	<b>435,315.38</b>	<b>0.00</b>	<b>3,813,978.62</b>	<b>10</b>
	<b>08 SANITARY SEWER FUND Expend Total</b>	<b>521,961.99</b>	<b>4,249,294.00</b>	<b>17,382.83</b>	<b>435,315.38</b>	<b>0.00</b>	<b>3,813,978.62</b>	<b>10</b>

08 SANITARY SEWER FUND

	Prior	Current	YTD
Revenues:	3,740,966.82	234,652.07	4,288,144.03
Expended:	521,961.99	17,382.83	435,315.38
Net Income:	3,219,004.83	217,269.24	3,852,828.65



Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
18-00-407-120	Zoning Audit	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0
18-00-407-711	IT Support	2,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0
18-00-407-712	Document Management	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0
	407 DATA PROCESSING	2,000.00	105,000.00	0.00	0.00	0.00	105,000.00	0
18-00-408-316	Engineer Service Fees	6,130.21	170,000.00	102,849.58-	18,672.66-	0.00	188,672.66	11-
18-00-409-000	GOVERNMENT BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-409-373	Repairs to Government Building	4,200.00	25,000.00	0.00	0.00	0.00	25,000.00	0
18-00-410-000	POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-410-742	Computer Infrastructure	0.00	14,000.00	0.00	16,636.21	0.00	2,636.21-	119
18-00-410-747	Bulletproof Vest Replacement	0.00	18,200.00	0.00	0.00	0.00	18,200.00	0
	410 POLICE	0.00	32,200.00	0.00	16,636.21	0.00	15,563.79	52
18-00-413-000	PROTECTIVE INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-413-700	Video Camera	0.00	12,000.00	0.00	1,340.00	0.00	10,660.00	11
18-00-413-701	Conservatorship Program	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
	413 PROTECTIVE INSPECTION	0.00	32,000.00	0.00	1,340.00	0.00	30,660.00	4
18-00-430-000	HWY MAINTENANCE-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-430-260	Small Tools & Equipment	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
18-00-430-701	Truck Purchase	0.00	65,000.00	0.00	79,119.00	0.00	14,119.00-	122
	430 HWY MAINTENANCE-GENERAL	0.00	80,000.00	0.00	79,119.00	0.00	881.00	99
18-00-435-000	HWY MAINTENANCE-SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-435-313	Engineer Service Fees	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
18-00-435-341	Advertising	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
18-00-435-452	Contract Services	0.00	50,000.00	16,862.75	16,862.75	0.00	33,137.25	34
	435 HWY MAINTENANCE-SIDEWALKS	0.00	56,000.00	16,862.75	16,862.75	0.00	39,137.25	30
18-00-436-000	HWY MAINTENANCE-STORM SEWERS	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-436-313	Engineering Fees	5,134.96	35,000.00	1,696.70	3,613.85	0.00	31,386.15	10
18-00-436-341	Advertising	0.00	4,000.00	0.00	399.90	0.00	3,600.10	10
18-00-436-452	Contracted Services-May St.	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
18-00-436-453	Killarney Inlets	1,144.00-	0.00	0.00	0.00	0.00	0.00	0
18-00-436-460	Saw Mill Run PRP	0.00	124,900.00	0.00	0.00	0.00	124,900.00	0
	436 HWY MAINTENANCE-STORM SEWERS	3,990.96	403,900.00	1,696.70	4,013.75	0.00	399,886.25	1
18-00-438-000	HWY MAINTENANCE-HWYS & BRIDGES	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-438-200	Yard Restoration	9,470.70	4,000.00	0.00	0.00	0.00	4,000.00	0
18-00-438-313	Engineering Services	1,056.75	16,000.00	1,307.31	1,307.31	0.00	14,692.69	8
18-00-438-341	Advertising	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
18-00-438-452	Contract Paving	1,457.85	250,000.00	0.00	0.00	0.00	250,000.00	0
18-00-438-453	Guide Rail Installation/Repair	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
18-00-438-603	PennDot/Street Scape Match	97,218.98	0.00	75,453.23-	358,387.33-	0.00	358,387.33	0
18-00-438-604	RACP Match	0.00	771,428.00	0.00	0.00	0.00	771,428.00	0
	438 HWY MAINTENANCE-HWYS & BRIDGES	109,204.28	1,058,428.00	74,145.92-	357,080.02-	0.00	1,415,508.02	34-
18-00-454-000	PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-454-313	Engineering Fees	0.00	1,323,000.00	133,985.44	133,985.44	0.00	1,189,014.56	10
18-00-454-611	Playground Equipment	0.00	5,000.00	0.00	1,457.50	0.00	3,542.50	29
18-00-454-612	Park Equipment	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
18-00-454-613	Field Maintenance	0.00	10,000.00	16,700.00	16,700.00	0.00	6,700.00-	167
18-00-454-616	Park Master Plan Improvements	0.00	3,195,000.00	0.00	83,085.00	0.00	3,111,915.00	3
18-00-454-620	Veterans Memorial Park	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
18-00-454-621	Borough Wide Trail Improvements	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
18-00-454-624	DCED Greenways, Trails & Rec. Match	0.00	32,000.00	0.00	0.00	0.00	32,000.00	0
	454 PARKS	0.00	4,587,500.00	150,685.44	235,227.94	0.00	4,352,272.06	5
18-00-470-000	CAPITAL PROJECTS DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-472-100	Debt Interest	3,038.41	6,000.00	0.00	0.00	0.00	6,000.00	0
18-00-480-000	MAIN STREET	0.00	0.00	0.00	0.00	0.00	0.00	0
18-00-480-100	Professional Services	0.00	25,000.00	0.00	332.50	0.00	24,667.50	1
18-00-480-530	Community Revitalization	40.00	0.00	0.00	0.00	0.00	0.00	0
18-00-480-531	Wayfinding Study	1,375.00	0.00	412.50	2,475.00	0.00	2,475.00-	0
18-00-480-532	Wayfinding Installation	0.00	245,000.00	0.00	0.00	0.00	245,000.00	0
	480 MAIN STREET	1,415.00	270,000.00	412.50	2,807.50	0.00	267,192.50	1
	00 CAPITAL PROJECTS	129,978.86	6,826,428.00	7,338.11-	19,745.53-	0.00	6,846,173.53	0-



Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
18 CAPITAL PROJECTS	Expend Total	129,978.86	6,826,428.00	7,338.11-	19,745.53-	0.00	6,846,173.53	0-

18 CAPITAL PROJECTS

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	419,224.52	68,656.22	626,045.96
Expended:	<u>129,978.86</u>	<u>7,338.11-</u>	<u>19,745.53-</u>
Net Income:	289,245.66	75,994.33	645,791.49

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
21-00-392-010	Transfer from General Fund	50,000.00	100,000.00	10,000.00	45,000.00	0.00	55,000.00-	45
21-00-399-000	Fund Balance Forward	2,236.55	7,840.34	0.00	611.53	0.00	7,228.81-	8
	00 Total	<u>52,236.55</u>	<u>107,840.34</u>	<u>10,000.00</u>	<u>45,611.53</u>	<u>0.00</u>	<u>62,228.81-</u>	<u>42</u>
	21 SINKING FUND Revenue Total	52,236.55	107,840.34	10,000.00	45,611.53	0.00	62,228.81-	42

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
21-00-000-000	SINKING FUND	0.00	0.00	0.00	0.00	0.00	0.00	0
21-00-406-000	PERSONNEL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
21-00-406-150	H R A	33,280.22	85,000.00	9,474.12	40,155.82	0.00	44,844.18	47
21-00-406-152	Hospitalization-Yonek	1,418.16	0.00	0.00	1,227.48	0.00	1,227.48-	0
	406 PERSONNEL ADMINISTRATION	<u>34,698.38</u>	<u>85,000.00</u>	<u>9,474.12</u>	<u>41,383.30</u>	<u>0.00</u>	<u>43,616.70</u>	<u>49</u>
	00 SINKING FUND	<u>34,698.38</u>	<u>85,000.00</u>	<u>9,474.12</u>	<u>41,383.30</u>	<u>0.00</u>	<u>43,616.70</u>	<u>49</u>
	21 SINKING FUND Expend Total	34,698.38	85,000.00	9,474.12	41,383.30	0.00	43,616.70	49

21 SINKING FUND

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	52,236.55	10,000.00	45,611.53
Expended:	<u>34,698.38</u>	<u>9,474.12</u>	<u>41,383.30</u>
Net Income:	17,538.17	525.88	4,228.23

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
22-00-301-100	Real Estate Taxes-Current	229,659.49	568,742.89	161,094.22	242,930.29	0.00	325,812.60-	43
22-00-301-500	Real Estate Taxes-Liened	7,577.96	7,000.00	1,424.24	1,931.14	0.00	5,068.86-	28
	301 REAL ESTATE TAXES	237,237.45	575,742.89	162,518.46	244,861.43	0.00	330,881.46-	43
22-00-341-000	Interest Earnings	1,229.55	100,000.00	33,463.94	127,466.41	0.00	27,466.41	127
22-00-392-221	Transfer from Sewer Fund	0.00	150,000.00	0.00	0.00	0.00	150,000.00-	0
22-00-393-100	General Oblig. Bond Proceeds	9,608,221.68	0.00	0.00	0.00	0.00	0.00	0
22-00-399-000	Fund Balance Forward	38,334.36	8,827,118.30	0.00	8,870,764.78	0.00	43,646.48	100
	00 Total	9,885,023.04	9,652,861.19	195,982.40	9,243,092.62	0.00	409,768.57-	96
	22 SINKING FUND/BOND Revenue Total	9,885,023.04	9,652,861.19	195,982.40	9,243,092.62	0.00	409,768.57-	96

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
22-00-000-000	SINKING FUND/BOND	0.00	0.00	0.00	0.00	0.00	0.00	0
22-00-403-500	Real Estate Tax Refunds	0.00	200.00	0.00	0.00	0.00	200.00	0
22-00-471-100	Debt Principal	0.00	402,643.75	0.00	0.00	0.00	402,643.75	0
22-00-472-100	Debt Interest	50,142.05	260,706.25	132,325.00	132,325.00	0.00	128,381.25	51
22-00-475-000	Fiscal Agent Fees	750.00	750.00	0.00	2,250.00	0.00	1,500.00-	300
22-00-492-351	Transfer to Capital Fund	0.00	5,504,428.00	0.00	186,501.58	0.00	5,317,926.42	3
	00 SINKING FUND/BOND	50,892.05	6,168,728.00	132,325.00	321,076.58	0.00	5,847,651.42	5
	22 SINKING FUND/BOND Expend Total	50,892.05	6,168,728.00	132,325.00	321,076.58	0.00	5,847,651.42	5

22 SINKING FUND/BOND

	Prior	Current	YTD
Revenues:	9,885,023.04	195,982.40	9,243,092.62
Expended:	50,892.05	132,325.00	321,076.58
Net Income:	9,834,130.99	63,657.40	8,922,016.04

May 2, 2023  
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Castle Shannon Borough  
APRIL 2023

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
30-00-392-010	Transfer from General Fund	0.00	150,000.00	0.00	0.00	0.00	150,000.00-	0
30-00-392-011	Transfer from Sewer Fund	0.00	400,000.00	0.00	0.00	0.00	400,000.00-	0
	392 Total	0.00	550,000.00	0.00	0.00	0.00	550,000.00-	0
	00 Total	0.00	550,000.00	0.00	0.00	0.00	550,000.00-	0
	30 Fund 30 Revenue Total	0.00	550,000.00	0.00	0.00	0.00	550,000.00-	0

30 Fund

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	0.00	0.00	0.00
Expended:	0.00	0.00	0.00
Net Income:	0.00	0.00	0.00

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
35-00-341-000	Interest Earnings	49.55	1,500.00	912.40	1,902.95	0.00	402.95	127
35-00-355-050	Motor Vehicle Fuel Taxes	222,429.30	226,606.00	0.00	231,058.17	0.00	4,452.17	102
35-00-399-000	Fund Balance Forward	229,099.41	201,750.52	0.00	6,308.75	0.00	195,441.77-	3
	00 Total	<u>451,578.26</u>	<u>429,856.52</u>	<u>912.40</u>	<u>239,269.87</u>	<u>0.00</u>	<u>190,586.65-</u>	<u>56</u>
	35 LIQUID FUEL FUND Revenue Total	<u>451,578.26</u>	<u>429,856.52</u>	<u>912.40</u>	<u>239,269.87</u>	<u>0.00</u>	<u>190,586.65-</u>	<u>56</u>

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
35-00-000-000	LIQUID FUEL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0
35-00-430-000	LIQUID FUEL PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0
35-00-430-741	Salt, Etc.	82,202.18	105,000.00	0.00	0.00	0.00	105,000.00	0
35-00-438-000	HWY MAINTENANCE-HWY REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0
35-00-438-313	Engineering Fees	1,270.26	18,000.00	2,166.20	2,166.20	0.00	15,833.80	12
35-00-438-341	Advertising	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
35-00-438-452	Contract Paving	17,399.49	200,000.00	0.00	0.00	0.00	200,000.00	0
	438 HWY MAINTENANCE-HWY REPAIRS	<u>18,669.75</u>	<u>219,000.00</u>	<u>2,166.20</u>	<u>2,166.20</u>	<u>0.00</u>	<u>216,833.80</u>	<u>1</u>
	00 LIQUID FUEL FUND	<u>100,871.93</u>	<u>324,000.00</u>	<u>2,166.20</u>	<u>2,166.20</u>	<u>0.00</u>	<u>321,833.80</u>	<u>1</u>
	35 LIQUID FUEL FUND Expend Total	<u>100,871.93</u>	<u>324,000.00</u>	<u>2,166.20</u>	<u>2,166.20</u>	<u>0.00</u>	<u>321,833.80</u>	<u>1</u>

35 LIQUID FUEL FUND

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	<u>451,578.26</u>	<u>912.40</u>	<u>239,269.87</u>
Expended:	<u>100,871.93</u>	<u>2,166.20</u>	<u>2,166.20</u>
Net Income:	<u>350,706.33</u>	<u>1,253.80-</u>	<u>237,103.67</u>

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
36-00-301-100	Real Estate Taxes-Current	41,451.60	110,000.00	27,432.71	41,368.56	0.00	68,631.44-	38
36-00-301-500	Real Estate Taxes-Liened	2,464.38	6,000.00	317.91	431.06	0.00	5,568.94-	7
	301 REAL ESTATE TAXES	43,915.98	116,000.00	27,750.62	41,799.62	0.00	74,200.38-	36
36-00-331-200	Library Fines	9.35	200.00	0.00	135.71	0.00	64.29-	68
36-00-341-000	Interest Earnings	13.10	50.00	16.76	59.15	0.00	9.15	118
36-00-354-070	State Aid	31,048.00	36,400.00	0.00	36,399.00	0.00	1.00-	100
36-00-354-071	Table Game Revenue	1,653.00	4,700.00	0.00	1,502.00	0.00	3,198.00-	32
	354 Total	32,701.00	41,100.00	0.00	37,901.00	0.00	3,199.00-	92
36-00-357-036	A R A D	21,768.00	80,050.00	6,004.00	59,254.13	0.00	20,795.87-	74
36-00-380-000	Miscellaneous	35.00	500.00	16.55	73.54	0.00	426.46-	15
36-00-387-000	Contributions & Donations	1,155.09	15,000.00	864.29	1,247.36	0.00	13,752.64-	8
36-00-387-100	Fundraising Proceeds	83.40	1,000.00	97.42	215.84	0.00	784.16-	22
36-00-387-300	Computer Fees Revenue	149.65	500.00	24.05	203.40	0.00	296.60-	41
	387 Contributions & Donations	1,388.14	16,500.00	985.76	1,666.60	0.00	14,833.40-	10
36-00-399-000	Fund Balance Forward	133,167.40	100,453.40	0.00	98,339.79	0.00	2,113.61-	98
	00 Total	232,997.97	354,853.40	34,773.69	239,229.54	0.00	115,623.86-	67
	36 LIBRARY FUND Revenue Total	232,997.97	354,853.40	34,773.69	239,229.54	0.00	115,623.86-	67

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
36-00-456-000	LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0
36-00-456-130	Library Director	17,944.56	58,319.00	4,553.44	18,247.41	0.00	40,071.59	31
36-00-456-133	Children's Librarian-ARAD	11,076.96	40,000.00	3,076.94	12,307.76	0.00	27,692.24	31
36-00-456-134	Clerical	12,480.00	41,371.00	3,182.40	12,729.60	0.00	28,641.40	31
36-00-456-140	Library Assistants	7,042.96	25,600.00	1,931.97	6,686.30	0.00	18,913.70	26
36-00-456-141	Programming Part-Time	0.00	7,800.00	900.00	1,800.00	0.00	6,000.00	23
36-00-456-142	Janitorial	1,580.88	6,802.00	392.40	1,612.36	0.00	5,189.64	24
36-00-456-156	Health Insurance	5,238.52	15,435.00	239.10	4,456.41	0.00	10,978.59	29

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
36-00-456-158	Life Insurance	283.92	1,700.00	141.96	709.80	0.00	990.20	42
36-00-456-161	F I C A	3,817.25	13,000.00	1,069.13	4,065.09	0.00	8,934.91	31
36-00-456-210	Office Supplies	640.66	1,500.00	46.66	144.34	0.00	1,355.66	10
36-00-456-220	Computer Supplies	196.63	1,500.00	0.00	137.55	0.00	1,362.45	9
36-00-456-222	Library Supplies	995.72	2,000.00	0.00	528.59	0.00	1,471.41	26
36-00-456-226	Janitorial Supplies	373.00	1,250.00	71.30	346.50	0.00	903.50	28
36-00-456-247	Adult Reference Books	5,839.75	16,000.00	830.09	4,699.19	0.00	11,300.81	29
36-00-456-248	Periodicals	751.00	1,200.00	54.99	630.39	0.00	569.61	53
36-00-456-252	Audio Material	1,798.68	5,659.00	44.07	5,631.83	0.00	27.17	100
36-00-456-253	Children's Books	1,214.93	4,500.00	884.08	1,466.20	0.00	3,033.80	33
36-00-456-254	DVD	1,659.78	4,000.00	310.50	1,428.04	0.00	2,571.96	36
36-00-456-321	Telephone	549.30	1,800.00	194.86	1,338.97	0.00	461.03	74
36-00-456-325	Postage	0.00	200.00	0.00	0.00	0.00	200.00	0
36-00-456-354	Workers Compensation	208.25	417.00	40.66	111.00	0.00	306.00	27
36-00-456-360	Utilities	0.00	361.46	0.00	0.00	0.00	361.46	0
36-00-456-420	Dues & Memberships	325.00	550.00	325.00	499.00	0.00	51.00	91
36-00-456-451	Contracted Services	0.00	900.00	0.00	0.00	0.00	900.00	0
36-00-456-453	Furniture & Equipment	1,050.74	3,500.00	250.36	1,509.81	0.00	1,990.19	43
36-00-456-460	Training & Conferences	36.40	500.00	0.00	59.73	0.00	440.27	12
36-00-456-462	Public Relations/Programs	1,873.02	6,000.00	367.95	2,311.55	0.00	3,688.45	39
36-00-456-463	Children's Programs	583.53	4,000.00	76.46	857.28	0.00	3,142.72	21
36-00-456-745	EIN Leasing-ARAD	3,545.90	7,044.00	0.00	3,963.97	0.00	3,080.03	56
36-00-456-746	Other Operating Expenditures	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0
	456 LIBRARY	81,107.34	332,908.46	18,984.32	88,278.67	0.00	244,629.79	27
	00 LIBRARY FUND	81,107.34	332,908.46	18,984.32	88,278.67	0.00	244,629.79	27
	36 LIBRARY FUND Expend Total	81,107.34	332,908.46	18,984.32	88,278.67	0.00	244,629.79	27

36 LIBRARY FUND

	Prior	Current	YTD
Revenues:	232,997.97	34,773.69	239,229.54
Expended:	81,107.34	18,984.32	88,278.67
Net Income:	151,890.63	15,789.37	150,950.87

Grand Totals

Prior	Current	YTD
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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Revenues:	<u>18,380,665.00</u>	<u>1,654,247.07</u>	<u>17,581,018.84</u>				
	Expended:	<u>2,650,542.39</u>	<u>675,342.74</u>	<u>2,720,436.14</u>				
	Net Income:	15,730,122.61	978,904.33	14,860,582.70				

# PERMITS

From: 4/1/2023 To: 4/30/2023

Castle Shannon Borough  
3310 McRoberts Road  
Castle Shannon, PA 15234  
412.885.9200 Ext 105

P4C1



No.	BIU	Date	Applicant	Address	Owner	Permit Type	Description	Const. Cost	Fee	Lot Block
15493	<input type="checkbox"/>	4/3/2023	ALEXIS DEWAINE	500 HOODRIDGE DR #706	LOBOS MANAGEMENT	OCC - RES			\$50.00	191-J-280
15494	<input type="checkbox"/>	4/4/2023	JIM DEFRANCESCO	3739 LIBRARY RD	THREE CTR. INDEPENDENT OIL	SIGN	PORTABLE SIGN		\$175.00	250-C-120
15495	<input type="checkbox"/>	4/4/2023	SHAWN GUY	1036 FRANCIS RD	DAVID C BORMAN	OCC - COND			\$50.00	250-N-240
15496	<input type="checkbox"/>	4/11/2023	MAURA BOSTON	850 BALDWIN ST #234	VERN RIDGE LP	OCC - RES			\$50.00	250-A-72
15497	<input type="checkbox"/>	4/11/2023	THOMAS DAVIDSON	500 HOODRIDGE DR #505	LOBOS MANAGEMENT	OCC - COND			\$50.00	191-J-280
15498	<input type="checkbox"/>	4/11/2023	DEBORAH LEONARD	3744 WILLOW AVE STOREFRONT	ABBY & KEVIN KIRKLAND	SIGN	PORTABLE SIGN		\$50.00	191-R-105
15499	<input type="checkbox"/>	4/11/2023	ALEH ZIAZETKA	3825 REBECCA ST	ALEH ZIAZETKA	BUILDING	ALTERATION	\$1,500.00	\$102.00	250-G-90
15500	<input type="checkbox"/>	4/12/2023	DELTA RAILROAD CONSTRUCTION	3924 WILLOW AVE	RICHARD F & JEANNE M WELCH	STREET OPENING			\$70.00	250-A-108
15501	<input type="checkbox"/>	4/13/2023	JENNIFER BUCKI	3136 MCROBERTS RD	BERNARD W KILLMEYER	OCC - RES			\$50.00	190-H-334
15502	<input checked="" type="checkbox"/>	4/17/2023	PALMETTO SOLAR	928 LOCUST AVE	JEFFREY V & DONELLE M MAYAUSKY MAYAUSKY	BUILDING	SOLAR PANELS	\$11,000.00	\$314.50	191-R-18
15503	<input type="checkbox"/>	4/18/2023	SHIRLEY LYLE	3111 MAY ST	SHIRLEY LYLE	BUILDING	PARKING PAD	\$1,500.00	\$35.00	190-G-266
15504	<input type="checkbox"/>	4/18/2023	GREG BRANDWENE	4136 LIBRARY RD B1	4136 LIBRARY RD INVESTORS LP	PORTABLE SIGN	PORTABLE SIGN		\$50.00	250-J-32
15505	<input type="checkbox"/>	4/19/2023	SUMBWANYAMBE KANGWANDA	1002 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15506	<input type="checkbox"/>	4/19/2023	PADAM KHADKA	1004 VERMONT AVE #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15507	<input type="checkbox"/>	4/19/2023	RHIANNON CARROZZI	1007 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15508	<input type="checkbox"/>	4/19/2023	MIQUEL TORRES	1008 VERMONT AVE #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15509	<input type="checkbox"/>	4/19/2023	MARVIN FERRER	1013 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES				251-M-100
15510	<input type="checkbox"/>	4/19/2023	OMAR LARA	1013 VERMONT AVE #4	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15511	<input type="checkbox"/>	4/19/2023	LEDONG CHEN	1033 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15512	<input type="checkbox"/>	4/19/2023	JOANNE DUMM	850 BALDWIN ST #123	VERN RIDGE LP	OCC - RES			\$50.00	250-A-72
15513	<input type="checkbox"/>	4/20/2023	VICTORIA LYNNE RUTH	3616 ELM AVE	MICHAEL D FOGLIA	OCC - RES			\$50.00	191-S-67
15514	<input type="checkbox"/>	4/20/2023	VICTORIA LYNNE RUTH	3612 ELM AVE VACANT LOT	MICHAEL D FOGLIA	OCC - RES				191-S-66
15515	<input type="checkbox"/>	4/20/2023	VICTORIA LYNNE RUTH	3620 ELM AVE VACANT LOT	MICHAEL D FOGLIA	OCC - RES				191-S-69
15516	<input type="checkbox"/>	4/20/2023	DENNIS D BROWN	122 SAXONWALD LN	KELSEY MCQUAIL BROWN	OCC - COND			\$50.00	190-P-300-6
15517	<input type="checkbox"/>	4/21/2023	BREANNA LEWIS	1007 VERMONT AVE #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15518	<input type="checkbox"/>	4/21/2023	DIEGO GUAJE	4006 GREENRIDGE RD #8	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100

P+C2

No.	BIU	Date	Applicant	Address	Owner	Permit Type	Description	Const. Cost	Fee	Lot Block
15519	<input type="checkbox"/>	4/21/2023	RILEY PAPSON	3390 COLUMBIA DR	REGIS C JR EIBEN	OCC - COND			\$50.00	191-D-104
15520	<input type="checkbox"/>	4/21/2023	ASHLEE M FLEMING	4009 GREENRIDGE RD #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15521	<input type="checkbox"/>	4/21/2023	RIVER WHITE	4015 GREENRIDGE RD #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15522	<input type="checkbox"/>	4/21/2023	OSAMA ELFEKY	4100 GREENRIDGE RD #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15523	<input type="checkbox"/>	4/21/2023	JAMES DEVOST	4106 GREENRIDGE RD #4	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15524	<input type="checkbox"/>	4/21/2023	DAVID JUAREZ	4108 GREENRIDGE RD #8	FIFTH ALVERN ASSOCIATES	OCC - RES				251-M-100
15525	<input type="checkbox"/>	4/21/2023	CHRISTINE TOMASELLO	1015 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15526	<input type="checkbox"/>	4/21/2023	CHRISTIAN SIFINSKI	4009 GREENRIDGE RD #4	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15527	<input checked="" type="checkbox"/>	4/24/2023	PALMETTO SOLAR	3344 MARY PL	KENNETH L & CATHLEEN A (W) PAWLOWSKI	BUILDING	SOLAR PANELS	\$12,150.00	\$314.50	249-C-143
15528	<input type="checkbox"/>	4/24/2023	RALPH LUICK	1211 SHADY RUN AVE	JOHN W & KAREN FRANKFORT	OCC - RES			\$50.00	250-C-32
15529	<input type="checkbox"/>	4/25/2023	ZACHARY MORLEY	1482 BLOSSOM HILL RD	DAUGHERTY HAHN LLC	OCC - RES			\$50.00	250-M-32
15530	<input type="checkbox"/>	4/25/2023	MICHELE BUEHL	3853 WILLOW AVE 3855 WILLOW AVE	BLUE LIONS LLC	BUILDING	SHED	\$500.00	\$25.00	250-B-62
15531	<input checked="" type="checkbox"/>	4/27/2023	ST ANNE'S RC CHURCH	400 HOODRIDGE DR	ST. ANNE RC CHURCH	BUILDING	ALTERATION	\$1,211,475.00	\$34,106.50	192-S-90-0-1
15532	<input type="checkbox"/>	4/28/2023	QUENTIN CAMPBELL	4000 GREENRIDGE RD #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15533	<input type="checkbox"/>	4/28/2023	RICHARD SIMMONS	4007 GREENRIDGE RD #1	FIFTH ALVERN ASSOCIATES	OCC - COND			\$50.00	251-M-100
15534	<input type="checkbox"/>	4/28/2023	WILLIAM CARVER	4009 GREENRIDGE RD #2	FIFTH ALVERN ASSOCIATES	EXCAVATION			\$50.00	251-M-100
15535	<input type="checkbox"/>	4/28/2023	ADRIAN ARTUNDUAGA	4104 GREENRIDGE RD #3	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15536	<input type="checkbox"/>	4/28/2023	SURAJ NEPAL	849 SLEEPY HOLLOW RD APT. E	HOWARD & JAN ENGELBERG	OCC - COND			\$50.00	250-M-100
15537	<input type="checkbox"/>	4/28/2023	EMILY LAYNE	957 BOCKSTOCE AVE A102	HLH ASSOCIATES	OCC - RES			\$50.00	191-P-56
15538	<input type="checkbox"/>	4/28/2023	LOGAN ORELLI	957 BOCKSTOCE AVE C203	HLH ASSOCIATES	OCC - COND			\$50.00	191-P-56
15539	<input type="checkbox"/>	4/28/2023	ANDREW WHITT	903 VERMONT AVE #1	HOWARD & JAN ENGELBERG	OCC - COND			\$50.00	251-M-100
15540	<input type="checkbox"/>	4/28/2023	LAXI MAJI	904 VERMONT AVE #4	FIFTH ALVERN ASSOCIATES	OCC - COND			\$50.00	251-M-100
15541	<input type="checkbox"/>	4/28/2023	SAVANNAH THOMPSON	1003 VERMONT AVE #4	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15542	<input type="checkbox"/>	4/28/2023	KIRK FAIR	1005 VERMONT AVE #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15543	<input type="checkbox"/>	4/28/2023	LOUIS DAVID BLAU	1022 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$100.00	251-M-100
15544	<input type="checkbox"/>	4/28/2023	ABDULLA SALMAN	1022 VERMONT AVE #3	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15545	<input type="checkbox"/>	4/28/2023	BRETT MARTIN	1024 VERMONT AVE #2	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15546	<input type="checkbox"/>	4/28/2023	DEIDRA LAWRENCE	1033 VERMONT AVE #1	FIFTH ALVERN ASSOCIATES	OCC - RES			\$50.00	251-M-100
15547	<input type="checkbox"/>	4/28/2023	JAMIE MALLOY	500 HOODRIDGE DR #408	LOBOS MANAGEMENT	OCC - COND			\$50.00	191-J-280
								<b>\$1,238,125.00</b>	<b>\$37,342.50</b>	

Street	No	Name	Violation- 2014	Date	Date to Correct	Corrected Date
259 McCully Road	1402	Wayne Less	did not comply with occupancy violations & parking on Grass	10/1/14	11/1/14	Regular & Certified
Street	No	Name	Violation- 2016	Date	Date to Correct	Corrected Date
284 Library Road	3301	Budget Transmission	remove banner, and clean-up debris in parking lot	12/29/16	1/5/17	
Street	No	Name	Violation- 2017	Date	Date to Correct	Corrected Date
226 Rolling Rock	914	Floyd Arbogast	Camper in the driveway	6/6/18	6/11/18	
Street	No	Name	Violation- 2019	Date	Date to Correct	Corrected Date
105 McRoberts Road	3141	Thomas A Moses	UCC hearing on the lack of progress to take out of Condemn	4/17/19	4/29/19	Regular & Certified
263 Shady Run Avenue	1226	Brian D Dudukovich	Storing Trailers on Grassy Area's	6/14/19	6/25/19	no show found guilty hearing on 4/24/23
336 Rolling Rock Road	914	Floyd L Arbogast	Unsanitary Conditions: Trailer, outside storage, Junk Vehicle	7/10/19	7/20/19	Regular & Certified
587 Oakdale Ave	910	Frank R Menardi	2nd notice for Rental Unit Registration	12/20/19	12/31/19	
Street	No	Name	Violation- 2020	Date	Date to Correct	Corrected Date
47 Grove Road	1293	Brian D Dudukovich	2nd Citation for no unit registration for 2019	1/31/20	waiting for court	no show found guilty Hearing on 4/24/23
48 Shady Run Avenue	1226-1230	Brian D Dudukovich	2nd Citation for no unit registration for 2019	1/31/20	waiting for court	no show found guilty hearing on 4/24/23
100 McCully Road	1402	Wayne A Less	Junk Vehicles in the back yard	2/20/20	4/5/20	Regular and Certified
106 Library Road	3840	Anthony Fazio	Land use violations	2/26/20	4/30/20	
123 Library Road	3301-3307	James Busch	storage of Junk Cars	3/11/20	5/30/20	Regular and Certified
164 Shady Run Avenue	1226	Brian Dudukovich	Bulk garbage, did not turn in 2019 & 2020 Rental Registratio	3/31/20	4/11/20	no show found guilty Hearing on 4/24/23
569 Lindenwood Drive	808	Ronald C & Janet R Sabatasso	no Occupancy Registration	9/29/20	10/4/20	
Street	No	Name	Violation- 2021	Date	Date to Correct	Corrected Date
8 Belleville Street	2997	Donald A Staab	Missing house numbers and dog feces in the yard	1/8/21	1/13/21	Sent violation 11/17/22
129 Grove Road	1301 apt 2	Robert Nagy	2nd notice for feeding the animals & \$25.00 ticket fine	2/23/21	2/24/21	Regular & Certified
213 Belleville Street	2909	Zachary Myles Diberadin	2 nd Garbage and cans at the curb, and storage of pallets in	4/9/21	4/14/21	Regular and Certified
314 Glen Shannon Dr	567	Kopila Thapa	Building a Roof over a deck with no permit	5/17/21	5/22/21	
344 Grove Road	1301	Robert Nagy	2nd time submitting citations feeding animals & infestation	5/27/21		waiting for hearings
347 Shady Run Avenue	1226-1230	Brian D Dudokovich	2nd time submitting Trailers, storage, unit Registration	5/27/21		no show found guilty hearing on 4/24/23
387 Grove Road	1301	Robert Nagy	another 2 citations for feeding Animals & Birds	6/10/21		waiting for hearings
531 Library Road	3603	Original Gyro	Sanitation issue in the back, blocking clear site exiting the lot	8/5/21	8/10/21	
548 Grove Road	1293	Brian D Dudokovich	3 citations unit registration and trailer on grassy area	8/13/21		no show found guilty hearing on 4/24/23
549 Grove Road	1301	Robert Nagy	2 citations feeding animals, Infestation of rodents	8/13/21		Waiting for hearing date
625 Grove Road	1293	Brain D Dudovovich	3 citations Parking on grass, Unit Registration	10/8/21		no show found guilty hearing on 4/24/23
673 Grove Road	1293	Brian D Dudukovich	Garbage 5 days before pick-up, no Occ. And no Registration	11/24/21	12/1/21	no show found guilty hearing on 4/24/23
683 Shady Run Avenue	1226	Brian D Dudokovich	Citation parking a trailer in mud	12/3/21		no show found guilty Hearing on 4/24/23
704 Grove Road	1301	Robert Nagy	3 more citations feeding animals, uninhabitable, infestation	12/17/21		3 more citation
705 Sleepy Hollow Road	900	Daharmishtha Lodaliya	operating a Mini Mart/Convenience store in a R-2 District	12/27/21	1/7/22	Regular & Certified
Street	No	Name	Violation- 2022	Date	Date to Correct	Corrected Date
109 Belleville Street	3111	Daniel Wilson	Installing a fence without a permit	2/11/22	2/21/22	hearing date 5/17/23
144 Library Road	3421	Jason Alan Roberts	Roof leaking inside Apt 2, No Sign permit, or unit registration	3/7/22	3/18/22	Regular and Certified
148 Grove Road	1301 apt 2	Robert Nagy	another 2 citations for feeding animals and birds, rodents	3/10/22		
149 Belleville Street	3111	Daniel Wilson	2nd notice Installing a fence without a permit	3/15/22	3/26/22	hearing date 5/17/23

163	Belleville Street	2909	Christopher Schmitt	2011 Carry-on Trailer and ATV in the front of the house	3/28/22	3/30/22	Regular and Certified was received 6/11/22
164	Grove Road	1301	Robert Nagy	2 more citations	3/30/22		
168	Library Road	3757	Pele Castle Shannon LLC Dustin Jo	Landslide between 3755&3757 along Fountain Road	4/1/22	4/11/22	regular and certified
178	Prospect Ave	1220	Retred LLC	Installed gravel and no permit for a parking pad	4/12/22	4/17/22	issued 2 more waiting for a hearing date
197	Sleepy Hollow Road	921	Lobos Management	no Occupancy for new tenants, unit registration, on grass	5/5/22	5/15/22	Regular and Certified
273	Prospect Ave	1220	Retred LLC Ashish Shah	2nd Notice gravel on street, no pad permit & Occ+Unit Reg.	5/24/22	6/3/22	issued 2 more waiting for a hearing date
322	Belleville Street	2909	Christopher Schmitt	2nd notice for trailer, 311 app High Grass	6/9/22	6/14/22	Regular and Certified was received 6/11/22
327	Willow Ave	3762	William D Nedzesky	High Grass and no Unit Registration	6/10/22	6/15/22	just the grass was cut 7/11/2022
340	Cooke Drive	781 Apt1	Stevenson Williams Management Dc	Uninhabitable; contains filth and contamination, mold Lack Ma	6/13/22	7/28/22	Regular and Certified
343	Cooke Drive	786 A	Schnabletier LLC	Garbage out , no Unit registration	6/15/22	6/22/22	
348	Killarney Drive	814	Neil J McKenzie	no Occupancy & Unit Registration	6/15/22	6/22/22	
349	Myrtle Ave.	3750	Pittsburgh Myanmar Christian Fellow	Needs a Grading Permit for the retaining wall for parking	6/15/22	6/25/22	
397	Killarney Drive	811	Jodi L Doyle	no Occupancy or Unit Registration	7/8/22	7/15/22	
424	Riehl Drive	740	Sarah Rappaport	Installed a fence with no permit	7/25/22	8/4/22	
430	Rosalia Ave	3521	Linda Ann Daube	High Grass and weeds, house needs repairs	7/27/22	10/25/22	
446	Library Road	3301 & 3307	James Busch Jr.	Banner Sign and abandoned Castrol sign, High Grass	7/28/22	8/2/22	
455	Belleville Street	3111	Daniel Wilson	1 Citation for no permit for a fence	7/29/22		hearing date 5/17/23
456	Prospect Ave	1220	Asif Shah	4 Citation parking pad, Rental Unit Reg, Occupancy, Gravel S	7/29/22		issued 2 more waiting for a hearing date
470	Library Road	3421	Jason Alan Roberts	2nd notice on violations from 3/7/22, weeds, no occupancy	8/3/22	8/10/22	Regular and Certified
473	Rosalia Ave	3521	Linda Daube	2nd notice for High Grass and Weeds	8/3/22	8/8/22	Regular and Certified
481	Lyndell Street	3707	Catherine & Clair Smith Brothers	Tarp in yard, no electric, chimney, porch foundation, vacant	8/4/22	9/4/22	Regular and Certified
490	Belleville Street	3111	Daniel Wilson	High Grass and weeds around the property	8/5/22	8/11/22	hearing date 5/17/23
535	Saint Anne Street	938	Marshall Gregory	Dog Feces disposal of rubbish, sanitation and means of egress	8/17/22	8/22/22	waiting for hearing date
546	Library Road	3505	Realty Income Trust 6	\$25.00 Ticket for high grass	8/19/22	8/24/22	Regular and Certified
569	May Street	2903	Soraya Zangeneh	High Grass and weeds	8/25/22	8/30/22	
597	Saint Anne Street	938	Marshall Gregory	2nd Notice for dog Feces disposal of rubbish, sanitation	8/31/22	9/5/22	waiting for hearing date
664	Prospect Ave	1220	Asif Retred LLC	Another 4 Citations submitted	9/15/22		issued 2 more Waiting for the hearing date
665	Saint Anne Street	938	Marshall Gregory	3 citations submitted	9/15/22		Waiting for the hearing date
677	Green Ct.	222	Andrew Sweiter	Re-occurrence of sanitation conditions & Rodents	9/20/22	9/21/22	
708	Park Avenue	918	H&P Partners LLC	Doing work without a permit and conditional occ. ran out	9/27/22	10/12/22	Regular and Certified
774	Middleboro Road	3564	Caley P Mangan	No gutter for proper drainage	10/18/22	10/28/22	
782	Edgewood Avenue	951	Steve/Sandy Huetter	2nd Notice for Husky running loose and a \$25.00 ticket	10/19/22	10/21/22	
816	Willow & Poplar	3633 to 3729	Bruce E Falgiani	Occupancy and Unit Registration need inspected	10/27/22	11/11/22	Hand Delivered
817	Broadway Ave	3215	Milton E & Dorothy Hamel Jr.	Tree causing damage porch roof	10/27/22	11/4/22	
831	Pine Avenue	971	Actech Cloud LLC SOLO	Garbage out too early for Thru, & Unit Registration	10/31/22	11/1/22	Regular and Certified
837	Rosalia Ave	3521	Linda Ann Daube	2nd notice for repairs not being completed on the property	11/1/22	11/30/22	Regular and Certified
865	Saint Anne Street	938	Marshall Gregory	4 more citation	11/7/22		waiting for hearings
868	Newport Drive	910	HTOWN2 LLC Robert Moses	Garbage out too early for pick-up No Unit registration & Violat	11/8/22	11/15/22	1/16/23
869	Cooke Drive	797 B	Joann Groman	No Occupancy and no Unit Registration	11/8/22	11/15/22	Regular and Certified
884	Broadway Ave	3215	Milton E & Dorothy Hamel Jr.	2nd notice for Rotted roof and tree causing damage	11/9/22	11/18/22	

892	Poplar Avenue	3617	Lawrence Luke Doyle	large tree with dead branches that poses a threat to the public	11/16/22	11/23/22	
902	Murrays Ln	289	Linnea Rae Ondick	2003 toyota with expired plate & Stickers	11/18/22	11/28/22	
909	Pine Avenue	958 Apt 2	Marco A & Martha Honores	Recycling out too early, no Occupancy for tenants, no Unit	11/21/22	11/26/22	Regular and Certified
915	Sleepy Hollow Road	967	Adam & Samantha Elliott	no Occupancy for the tenants	11/21/22	11/28/22	Unauthorized Business Regular and Certified
936	Poplar Avenue	3729	Laeth Abdrazq Mahmod	sidewalk is in disrepair way too long	11/28/22	12/28/22	waiting for American Water
941	Highland Villa Drive	1412	John Jay Thigpen II	Unsafe side Deck with no floorboards and railings	11/28/22	12/8/22	
942	Broadway Ave	3215	Milton E & Dorothy Hamel Jr.	3rd notice Rotted roof, broken gutter and tree causing damage	11/28/22	12/8/22	Regular and Certified
944	Poplar Avenue	3617	Lawrence Luke Doyle	2nd notice Large tree poses a threat to the public and Occupancy	11/28/22	12/8/22	Regular and Certified
954	Murrays Ln	289	Linnea Rae Ondick	2nd Notice 2003 Toyota and 2007 Ford with expired plates and stickers	11/29/22	12/9/22	Ford gone on 2/7/23
978	Middleboro Road	3564	Caley P Mangan	Junk Ford F-150 expired stickers	12/6/22	12/16/22	
1022	Lyndell Street	3800	Tania Wang	No Unit Registered	12/14/22	12/15/22	
1048	Library Road	3630	Russell Suprek Pittsburgh Sports Bar	No permit for the side wall sign	12/27/22	1/3/23	
	<b>Street</b>	<b>No</b>	<b>Name</b>	<b>Violation- 2023</b>	<b>Date</b>	<b>Date to Correct</b>	<b>Corrected Date</b>
113	Broadway Ave	3139	Sunset Capital Llc	Front porch block crumbling and needs repaired	1/24/23	2/7/23	
115	Castle Shannon Blvd	1106	Josephine McGonigle	Garbage out before 6:00 Pm, No Occ, & No Unit Registration	1/25/23	1/30/23	
121	Belleville Street	3101	Riva Ridge Real Estate Korbelt	Garbage can at the curb since Monday and No Occupancy	1/25/23	1/30/23	2/24/23
193	Shady Run Avenue	250-C-230	Brian Dudukovich	Cabinets and Garbage with a trailer on grass	2/9/23	2/16/23	Hearing on 4/24/23
194	Prospect Ave	1220	Ashesh Shan	Gravel and mud into the street a MS4 issue parked on Grass	2/10/23	2/14/23	Regular and Certified
195	Sleepy Hollow Road	967	Samantha and Adam Elliott	Unauthorized Home Base Business	2/10/23	2/20/23	Regular and Certified
203	Saint Anne Street	917-919	Barry T Langan	Trash left at the curb, no rental Unit and No Occupancy	2/14/23	2/19/23	
214	Thornwood Drive	1060	Jennifer L Thomas	Dumpster Bag at the curb well after 30 day's	2/16/23	2/23/23	
218	Nilden Avenue	3180	Mark L & Joyce L Shisler	Pontiac G6 plate expired and inoperable	2/21/23	3/3/23	4/18/23
219	Newport Drive	930	Frederick C & Carol H Boden	2006 Mitsubishi with an expired plate and inoperable	2/21/23	3/3/23	
230	Willow Avenue	3827	Debbie Schweiger	No Occupancy for Polished Nails Studio & Spa	2/23/23	2/28/23	Regular & Certified
234	Hamilton Road	1349	Joshua Bush	Dead trees out front that pose a threat to the road & Public	2/23/23	3/9/23	
235	Middleboro Road	3564	Caley P Mangan	Trash Bag ripped open on the front porch with animal waste from	2/23/23	2/26/23	4/24/23
242	Library Road	3611	Original Gyro	Unsafe equipment	3/3/23	4/3/23	
265	Steiger Street	4102	Matthew Stonebraker	Did not complete violations for Occupancy and rental	3/9/23	3/16/23	
307	Library Road	3630	Pittsburgh Sport Bar Russell Suprek	2nd Notice no permit for side wall sign & now a portable sign	3/29/23	4/5/23	Regular and Certified
317	Willow Avenue	3926	Barry T Langan	Garbage out before 6:00 Pm & no Occupancy & unit Registration	3/30/23	4/6/23	
319	Willow Avenue	3857	Blue Lions LLC Justin Tiano	Trailer behind building with junk and expired plate since 2020	3/31/23	4/7/23	
323	Willow Avenue	3855	John French	Feeding birds causing rodent problems and close to the creek	3/31/23	4/2/23	
327	Saint Anne Street	911	Richard P Fest	2nd Notice Grading/excavating in vacant lot with no permit	4/4/23	4/11/23	Regular and Certified
329	Home Avenue	3138	Jagpinder Singh	Bags piled on the front porch with no agent or local owner	4/11/23	4/16/23	5/2/23
341	Castle Shannon Blvd	1116	Raymond Lackner	Parapet, lintels, Windows Collapsing on the Southwestern side	4/14/23	Immediate	Regular & Certified 30 days just to get permits
345	Lindenwood Drive	812	Keala Kwai Wah Montervon	3rd Notice 2013 Toyota on grass next will be a citation	4/14/23	4/15/23	Regular and Certified
347	Sleepy Hollow Road	964	9624 Sleepy Hollow LLC	records show as vacant, no unit registration	4/17/23	4/18/23	
348	Castle Shannon Blvd	1003 R	Robert McClelland	Empty garbage can left at the curb 2 days after pick up	4/17/23	4/18/23	5/2/23
362	Trance Drive	1422	Sheena Morgan	2015 Chrysler parking on the grassy area in front yard	4/18/23	4/19/23	4/24/23
363	Oak Drive	1409	Kelsey Prough	2020 White Subaru parked on the grassy	4/18/23	4/19/23	4/24/23

364	Vermont Avenue	1000	Moti & Reena Thapa	2018 Gray Truck on the grass along lower Vermont Ave.	4/18/23	4/19/23	4/24/23
365	Middleboro Road	3675	Paula Hein	2000 White Toyota parked on the grass	4/18/23	4/19/23	4/24/23
366	Orr Drive	1439	Stanley J & Suzanne M Piotrowski	Blue Nissan Parking on the graaa	4/18/23	4/19/23	4/24/23
367	Elm Ave	3560	Charles Campbell	2004 Dodge truck on the mud/grass	4/18/23	4/19/23	4/24/23
368	Poplar Avenue	3534	Fred Bell	2009 White Ford Taurus parking on the grassin back yard	4/18/23	4/19/23	4/24/23
369	Sleepy Hollow Road	900	Shyam Ventures LLC Dharmishtha L	U-Haul trailer obstructing th veiw at Columbia and Sleepy Hol	4/19/23	4/21/23	4/24/23
370	Mary Place	3359	Donald J & Jacqueline A Redinger	Trailer parked on the grass Two (2) consecutive days	4/19/23	4/20/23	4/24/23
371	Willow Avenue	3855	John French	2nd Notice for feeding the birds causing rodent problems	4/19/23	4/21/23	Regular and Certified
372	Pine Avenue	905	Skylar Stewart PGH Property Group	No Occupancy, no unit registration parking on the grass	4/19/23	5/3/23	Regular and Certified
373	Library Road	3547	Skylar Stewart PGH Property Group	No Occupancy, no unit registration	4/19/23	5/3/23	Regular and Certified
374	Canal Street	4017	Robert Terek	2019 Chevy truck parking on the grass	4/20/23	4/21/23	4/24*23
375	Canal Street	4017	Leslie Egan	2014 Honda parking on the grass	4/20/23	4/21/23	4/24/23
376	Greenridge Road	4236	Imagine Inveasts & Consult, LLC	Garbage out before 6:00 Pm	4/20/23	4/21/23	5/2/23
383	Greenridge Road	4231	Thomas Wetzel	2021 Chevy pick-up parking on the grass	4/21/23	4/22/23	5/2/23
384	Library Road	3625	Jonathan Fitzpatrick Auto Glass Now	2nd Notice for Banner on the outside of the building	4/21/23	4/23/23	
385	Steiger Street	4128	Tracy A Winters	Black Toyota SUV parking on the grassy/mud area	4/24/23	4/25/23	5/1/23
386	Canal Street	4013	Lauren Neiport	2017 GMC isparking on the grass and mud	4/25/23	4/26/23	5/2/23
387	Chestnut Ave	923	Joshua L & Ingrid M Hendrickson	White Nissan Parking on the grass/mud area	4/25/23	4/26/23	5/1/23
388	Oak Drive	1431	The Gary & Barbara A Hudzik Revoc	Front yard rail fence falling apart 7 still siding falling of the sid	4/25/23	4/30/23	
389	Blossom Hill Rd.	1819	Robert E & Lynn M Miller	Garbage out before 6:00 Pm	4/25/23	4/26/23	5/1/23
390	Blossom Hill Rd.	1513	Nasta Properties LLC Richard Diclau	Trailer in the front yard	4/25/23	5/5/23	5/1/23
391	Connor Rd	1061	Matthew Templeton	Trailers parked in front of house	4/25/23	5/5/23	
392	Library Road	3630	Russell Suprek Pittsburgh Sports Ba	2 Citations for a side wall sign and a portable sign	4/25/23		wait for a Hearing Date
393	Blossom Hill Rd.	1458	Michael Knavish	Grass clippings blown into the street	4/26/23	4/27/23	5/2/23
394	Blossom Hill Rd.	1470	Pamela L & Andrew J Hunter	Unsafe pile of wall block on the side and porch crumbling	4/26/23	5/26/23	
395	Blossom Hill Rd.	1506	Robert E & Michele E Planitzer	High Grass and empty box in the front yard	4/26/23	5/1/23	5/2/23
396	Prospect Ave	1220	Ashesh Shah	2 citation for gravel in the street and and no parking pad	4/26/23		wait for a Hearing Date
397	Columbia Drive	3373	Craig F & Loretta D Kern	Garbage out before 6:00 Pm	4/26/23	4/27/23	5/1/23
398	Thornwood Drive	1060	Jennifer Thomas	2nd Notice for dumpster bags next time will be a citation	4/27/23	5/2/23	Regular and Certified
399	6th Street	1240	Stanley Darkowski	2012 Dodge truck on the grass and mud along Ridgeton	4/27/23	4/28/23	5/2/23
400	Library Road	3625	Auto Glass Now Jonathan Fitzpatrick	3rd notice for banners next time will be a citation	5/1/23	5/6/23	Regular and Certified
401	Oak Drive	1431	Gary S & Barbara A Hudzik	Wooden Fence Leaning and ready to fall into the neighbors	5/1/23	6/1/23	
402	Grove Road	1264	Steven A Rohall	Bamboo growing on the backyard hillside	5/1/23	6/6/23	
403	Grove Road	1266	Ngoc & Thanh Nguyen	Bamboo growing on the backyard hillside	5/1/23	6/1/23	
404	Saint Anne Street	911	Richard P Fest	Garbage cans left out days after collection	5/1/23	5/2/23	
405	Saint Anne Street	915	Robert E & Valerie Malley	Garbage cans left out days after collection	5/1/23	5/2/23	
406	Saint Anne Street	921	Manuel G Montero	Garbage cans left out days after collection	5/1/23	5/2/23	
407	Willow Avenue	4204	Joshua Richard Horn	Empty recycling container left at the curb days after collection	5/1/23	5/2/23	
408	Willow Avenue	4012	Pamela Carrozzi	Pile of tree branches in the private alleyway	5/2/23	5/17/23	
409	Milton Road	1022	Larry & Marla Worstell	Trailer parked on grass, and refrigerator in front of the house	5/2/23	5/12/23	

410	Connor Road	1013	John McGhee	2nd notice trailer in front of house, and building and scrape	5/2/23	5/12/23	
411	Sleepy Hollow Road	910	Leonard Santos	Cans in a open box at the curb since last week	5/2/23	5/3/23	
412	6th Street	1240	Andres Bautista-Nolasco	2008 Chevy Van in the mud along Ridgeton	5/2/23	5/3/23	
413	Killamey Drive	847	Daniel Mark Kohr	High Grass	5/2/23	5/7/23	
414	Killamey Drive	827	Sam Gardiner	High Grass	5/2/23	5/7/23	
415	Newport Drive	910	Darlene Rake	Uninspected Blue Ford Taurus parked on the grass	5/2/23	5/3/23	
416	Pine Avenue	971	Timothy & Svitlana Tomson	We have no unit registration or Occupancy and high grass	5/3/23	5/10/23	Regular and Certified
417	Thornwood Drive	1020	Harka Thapa	Garbage out before 6:00 Pm	5/3/23	5/4/23	
418	Greenridge Road	4224	Matthew James Ryan	High Grass and no visible house numbers	5/4/23	5/9/23	
419	Hastie Road	1043	Khang Nguyen	Garbage out before 6:00 Pm	5/4/23	5/4/23	
420	Hastie Road	1040	Barbara Weber	Garbage out before 6:00 Pm	5/4/23	5/4/23	
421	Hastie Road	1031	Sandra Steele	Garbage out before 6:00 Pm	5/4/23	5/4/23	
422	Baldwin Street	927	David A Palermo	High grass in the backyard	5/4/23	5/9/23	
423	Baldwin Street	925 apt 2	Ashlyn Hilderbrand	High grass in the backyard	5/4/23	5/9/23	
424	Baldwin Street	925 apt1	Spencer Eldridge	High grass in the backyard	5/4/23	5/9/23	
425	Corbett Drive	859	Jason C Chang	High Grass	5/4/23	5/9/23	
426	Frank Street	3800	Jennifer Daube	High Grass	5/4/23	5/9/23	
427	Ulrich Avenue	927	Oznut LLC	High Grass	5/4/23	5/9/23	
428	Ulrich Avenue	925	Christian Bell	High Grass	5/4/23	5/9/23	
429	Cooke Drive	789 B	Mark & Eva Shillingburg	High Grass	5/4/23	5/9/23	
430	Willow Avenue	4127	Zaphkhan Investments LLC	High Grass	5/4/23	5/9/23	
431	Willow Avenue	4122	Ibrahim Kimukin	High Grass and debris in the yard	5/4/23	5/9/23	
432	Willow Avenue	4102	NaNa Rei LLC	High Grass	5/4/23	5/9/23	
433	Willow Avenue	3918	Jason & Kayla Bailey	High Grass	5/4/23	5/9/23	
434	Castle Shannon Blvd	1011	Jason Jurich Golden CastleReal Est	Selling vehicles with out approval in a commercial area	5/4/23	5/11/23	
435	Poplar Avenue	3729	Laeth Abdrazq Mahmud	High Grass	5/4/23	5/9/23	
436	Poplar Avenue	3538	Kristy Heslet & Stephen Nickles	High Grass	5/4/23	5/9/23	
437	Lebanon Ave	931	Donald G & Patricia L Daube	High Grass	5/4/23	5/9/23	
438	Lebanon Ave	923	Allegheny County Housing Authority	High Grass	5/4/23	5/9/23	
439	Maple Avenue	953	James E Vidt Trustee	High Grass	5/4/23	5/9/23	
440	Sleepy Hollow Road	968	Asle Hall & Douglas Foster	High Grass	5/4/23	5/9/23	
441	Sleepy Hollow Road	964	9624 Sleepy Hollow LLC	High Grass	5/4/23	5/9/23	
442	Sleepy Hollow Road	963	Robert Lewis & Natasha	High Grass	5/4/23	5/9/23	
443	Sleepy Hollow Road	962	Janeen Buczynski & Tyler Patterson	High Grass	5/4/23	5/9/23	
444	Trance Drive	1429	Dorothea J Walter	Grass clippings blown in the street	5/4/23	5/9/23	
445	McRoberts Road	3490	KEQ Holdings LLC	It appears to have new tenan with out Occupancy	5/4/23	5/11/23	
446	McRoberts Road	3185	Robert J Peters Jr.	High Grass and Debris lying in the yard	5/4/23	5/9/23	
447	Greenridge Road	4100 apt#1	Osama Elfeky	overnight parking of bucket and utility truck on the street	5/5/23	5/12/23	





**CASTLE SHANNON BOROUGH**

**POLICE PENSION PLAN**

**Allegheny County**

**Financial Statements**

**December 31, 2022**



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### Legal Citations

Act 205 - Municipal Pension Plan Funding Standard and Recovery Act, act of December 18, 1984, P. L. 1005 no. 205, as amended, 53 P. S. 895.101, et. seq.

Act 600 - Police Pension Fund Act, act of May 29, 1956, P. L. (1955) 1804 no. 600, as amended, 53 P. S. 767, et. seq.



## Castle Shannon Borough Police Pension Plan

### Opening Statement

To the Governing Body of  
Castle Shannon Borough

This report is an accumulation of data reflecting the status and activity of the Castle Shannon Borough Police Pension Plan as of and for the year ended December 31, 2022. These financial statements have been prepared in accordance with the reporting requirements established by the Auditor General's Office of the Commonwealth of Pennsylvania. However, this report is not and should not be considered an Audit, Review, or Compilation Report within the meanings established by the American Institute of Certified Public Accountants.

The values contained herein were obtained from several different sources, including the 2022 Annual Investment Report, the 2021 Act 205 Actuarial Valuation Report, the Plan Document, prior Financial Statements, and the Records Update Survey that Castle Shannon Borough provided to us earlier this year. As a result, our combined efforts have produced this report. Consequently, this report is subject to our ability to verify data as it was provided to us.

We hope this report is viewed as another valuable resource and reference document to assist the Borough Council in fulfilling your fiduciary responsibilities to this pension plan in the areas of financial reporting and monitoring. Ultimately, these financial statements are the responsibility of the plan's management.

Sincerely,

*Girard Pension Services*

4600 Broadway | Allentown, PA 18104-3214 | 610.821.1331

## Castle Shannon Borough Police Pension Plan

### Statement of Fiduciary Net Position as of December 31, 2022

#### ASSETS

Cash and Other Assets	
Checking account	\$0
Savings account	0
Trust account	0
Prepaid pension benefits	33,736
Total Cash and Other Assets	33,736
Receivables	
State aid	0
Municipal contributions	0
Members' contributions	5,544
Interest and dividends	0
Total Receivables	5,544
Investments	
U.S. Government obligations	0
Municipal bonds	0
Corporate bonds and notes	0
Stocks	0
Mutual funds	
Equities	3,574,546
Fixed Income	2,367,437
Real Estate	0
Other	0
Master trust	0
Other investments	0
Total Investments	5,941,983
Assets, at Contract Value	
Group Annuity Contract	0
Guaranteed Investment Contracts (GIC)	0
Deposit Administration Contracts (DA)	0
Total Assets at Contract Value	0
Total Assets	\$5,981,263
<b>LIABILITIES</b>	
Payables	
Refunds payable	0
Accounts payable	0
Accrued expenses	0
Total Liabilities	\$0
NET POSITION RESTRICTED FOR PENSIONS	\$5,981,263

The Notes to the Financial Statements are an integral part of this report.

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**Castle Shannon Borough Police Pension Plan**

**Statement of Changes in Fiduciary Net Position  
for the Year Ended December 31, 2022**

**ADDITIONS**

Contributions	
State aid	\$124,331
Municipal contributions	188,762
Members' contributions	96,389
Total Contributions	409,482
Investment Income	
Net increase in fair value of investments	(1,261,785)
Interest income	0
Dividend income	0
Total Investment Income	(1,261,785)
Less investment expense	(37,415)
Net Investment Income	(1,299,200)
Other income	0
Total Additions	<b>(889,718)</b>

**DEDUCTIONS**

Benefits	391,583
DROP distributions	0
Refunds of members' contributions	0
Administrative expenses	0
Forfeiture refunded to municipality	0
Other expenses	0
Total Deductions	<b>391,583</b>

NET INCREASE (DECREASE) IN NET POSITION (1,281,301)

NET POSITION RESTRICTED FOR PENSONS

Beginning of Year	7,262,564
End of Year	<b>\$5,981,263</b>

The Notes to the Financial Statements are an integral part of this report.

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**Castle Shannon Borough Police Pension Plan**

**Notes to the Financial Statements**

1. Plan Description

A. General

The Castle Shannon Borough Pension Plan is a single-employer defined benefit pension plan that covers all full-time police officers of Castle Shannon Borough and which is controlled by the provisions of Ordinance No. 788-A, as amended, adopted pursuant to Act 600. The plan is governed by the Borough Council which is responsible for the management of plan assets. Borough Council has appointed the Pension Review Committee as the official body to which all related investment matters of the Fund are delegated. The Pension Review Committee consists of not more than 7 members, which shall consist the President of Council, Finance Committee Chairperson, Public Safety Committee Chairperson, Borough Manager, and the Borough Solicitor. The Borough Council has delegated the authority to manage certain plan assets to Girard Pension Services, LLC., with Nationwide Financial.

B. Plan Membership

At December 31, 2022, pension plan membership consisted of the following:

Active plan members.....	13
Inactive plan members or beneficiaries currently receiving benefits.....	10
Inactive plan members entitled to but not yet receiving benefits.....	0
Total .....	23

C. Benefit Provisions as of December 31, 2022

Eligibility Requirements:

Normal Retirement - Age 55 and 25 years of service.

Early Retirement - None

Vesting - None for the first 12 years of service; thereafter, 100%. If a member dies before the pension becomes vested, the surviving spouse or minor children shall receive repayment of the member's contributions, if any, plus interest.

Retirement Benefit: The monthly pension shall be 50% of the average monthly salary over the participant's last 36 months of employment, plus an incremental pension of \$100 per month for each year in excess of 25 years of service (maximum \$138).

Survivor Benefit: A pension benefit shall be automatically provided to a retired officer's spouse or to the spouse of an officer eligible to retire, equal to 50% of the eligible pension. If no spouse, or if spouse subsequently dies, the benefit shall apply to children under age 18, or if attending college, under or attaining age 23.

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## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

#### 1. Plan Description (continued)

##### C. Benefit Provisions (continued)

###### Disability Benefit:

Service-Related - The monthly disability pension benefit shall be calculated at 50% of the member's salary at the time the disability was incurred. Said pension shall be reduced by any benefits received for the same injuries under the Social Security Act.

Nonservice-Related - None

Postretirement Adjustments: A cost of living adjustment shall be provided to retired officers. Annual adjustment not to exceed the increase in the Consumer Price Index from year to year. Total adjustments not to exceed 30% of the retiree's original pension.

###### Other Benefits:

The Deferred Retirement Option Plan (DROP) provides an optional form of benefit to members of this plan who have met the age and service eligibility requirements to retire. Any eligible member may elect to participate in the DROP by retiring for pension purposes, and specifying a future termination date not less than one year nor more than three years from the effective date of the DROP election. The monthly pension benefit is calculated at the date of election and credited to a separate ledger account for the period of DROP participation along with interest at a rate earned by the Plan that shall be not less than 0% nor more than 4.5% per annum until DROP participation ends. Certain other provisions of the DROP are detailed in the ordinance.

Member Contributions: 6% on a post-tax basis, with interest credited at 5.5% per year.

##### D. Contributions

On December 18, 1984, Act 205 was passed into law, and is known as the "Municipal Pension Plan Funding Standard and Recovery Act". The act mandates actuarial funding standards, establishes a recovery program for financially distressed pension plans, and provides for the distribution of the tax on the premiums of foreign fire insurance companies.

The act requires minimum funding standards based on the most recent actuarial valuation report, including normal cost and administrative expense requirements and an amortization contribution of the unfunded actuarial accrued liability.

###### Funding Requirements

The plan's governing document provides the Borough with the authority to establish and amend contribution requirements. For the year ended December 31, 2022, active members were required to contribute 6% of monthly compensation on a post-tax basis to the plan, with interest credited to these contributions at 5.5% per year.

## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

1. Plan Description (continued)

D. Contributions (continued)

Funding Requirements (continued)

The pension plan may also receive an annual allocation from the General Municipal Pension System State Aid Program which must be used for pension plan funding. Any funding requirements in excess of members' contributions and state aid must be paid by the municipality in accordance with Act 205.

2. Summary of Significant Accounting Policies

A. Basis of Accounting

The plan's financial statements are prepared using the accrual basis of accounting. Municipal and members' contributions are recognized when due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

B. Valuation of Investments

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Investments that do not have an established market are reported at estimated fair value.

3. Investments

A. Investment Policy

The Pension Committee, with the assistance of Girard Pension Services, LLC., shall select the appropriate asset weighting percentage to be allocated to each specific asset class. Each asset class shall consist of a combination of investment options that have been made available to obtain the absolute investment objective of the fund. Investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

It is not expected that the Investment Policy Statement will change frequently. In particular, short term changes in the financial markets should not require an adjustment in the Investment Policy Statement. However, any changes to the asset allocation model will only be implemented in accordance with formal authorization and instructions given by the Pension Committee.



## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### A. Investment Policy (continued)

As of December 31, 2022, it shall be the policy of the Pension Committee to invest the fund's assets with the following allocations:

<u>Asset Class</u>	<u>Asset Weighting Range</u>	<u>Target Allocation</u>
Domestic Equity	45% - 55%	50%
International Equity	5% - 15%	10%
Fixed Income	32% - 42%	37%
Real Estate	0% - 0%	0%
Cash	1% - 5%	<u>3%</u>
Total		<u>100%</u>

The asset allocation range established by this investment policy represents a long term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside the policy range. These divergences should be of a short term nature and Girard Pension Services, LLC. will be responsible for rebalancing the assets and ensuring that the investment funds keep divergences as brief as possible.

##### B. Rate of Return

For the year ended December 31, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense was -18.14 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changes in amounts actually invested.

##### C. Fair Value Measurements

Generally accepted accounting principles in accordance with GASB Statement No. 72 define fair value, describe a framework for measuring fair value, and require disclosure about fair value measurements. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. The established framework includes a three-level hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the assets or liabilities fall within different levels of the hierarchy, the classification is based on the lowest level input that is significant to the fair value measurement of the asset or liability. Classification of assets and liabilities within the hierarchy considers the markets in which the assets and liabilities are traded and reliability and transparency of the assumptions used to determine fair value. The hierarchy requires the use of observable market data when available. The levels of the hierarchy and those investments included in each are as follows:

## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### C. Fair Value Measurements (continued)

Level 1 – Represented by quoted prices available in an active market. Level 1 securities include highly liquid government bonds, treasury securities, mortgage products and exchange traded equities and mutual funds.

Level 2 – Represented by assets and liabilities similar to Level 1 where quoted prices are not available, but are observable, either directly or indirectly through corroboration with observable market data, such as quoted prices for similar securities and quoted prices in inactive markets and estimated using pricing models or discounted cash flows. Level 2 securities would include U.S. agency securities, mortgage-backed agency securities, obligations of states, and political subdivisions and certain corporate, asset backed securities, swap agreements, and life insurance contracts.

Level 3 - Represented by financial instruments where there is limited activity or unobservable market prices and pricing models significant to determining the fair value measurement include the reporting entity's own assumptions about the market risk. Level 3 securities would include hedge funds, private equity securities, and those with internally developed values.

The following is a description of the valuation methodologies used for instruments measured at fair value on the statement of net position, as well as the general classifications of such instruments pursuant to the valuation hierarchy.

##### Mutual Funds

Mutual funds listed on a national market or exchange are purchased by Nationwide on a daily basis. Investors (the Borough) then purchase units of investments through Nationwide. These units are made up of a portion of the pools of mutual funds held by Nationwide. The unit value is determined by the price of the underlying mutual funds and other factors which are recalculated daily. These mutual funds as presented on the Statement of Plan Net Assets are accounted for at fair value on a recurring basis as of December 31, 2022 at Level 2.

#### 4. Deposit and Investment Risks

##### A. Credit Risk and Interest Rate Risk

The plan's deposits and investments are currently governed by Title 20 of the Pennsylvania Consolidated Statutes, Chapter 73, entitled the Probate, Estates, and Fiduciaries Code, Section 7302, Fiduciaries Investments, act of June 30, 1972. This act allows the trustees of the plan to invest in securities which a prudent person of discretion and intelligence, who is seeking a reasonable income and preservation of capital, would buy.

## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

#### 4. Deposit and Investment Risks (continued)

##### A. Credit Risk and Interest Rate Risk (continued)

This discretionary authority, known as the "Prudent Person Rule", permits the selection of a variety of investments, allowing for diversity in the degree of risk and liquidity. Finally, there were no deposit or investment transactions during the year that were in violation of this state statute or the policy of the plan.

Credit risk for deposits and investments is the risk that an issuer or other counterparty to an investment will not fulfill its financial obligations. Generally, obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

During the year and as of December 31, 2022, the plan held no deposits and, therefore, was not subject to custodial credit risk, interest rate risk, or foreign currency risk in this area.

The plan's investment policy contains a number of investment objectives including the desire to maximize long-term returns through a combination of income and capital appreciation using sound investment practices. These objectives are intended to be achieved through a well-diversified portfolio consisting entirely of mutual funds selected from among the various asset classes in accordance with recognized asset allocation theory. As for the credit risk, the plan generally invests in money market funds and bond mutual funds with credit quality ratings of at least "A" according to either the Moody's, Standard & Poor's, or Morningstar rating system with average maturities of five years or less; however, in cases where the yield spread adequately compensates for additional risk, other ratings can be purchased to achieve a higher yield performance. Finally, the plan does not invest in individual securities, commodities, futures contracts, private placements, repurchase and/or reverse repurchase agreements, securities lending transactions, or hedge funds.

During the year and at December 31, 2022, all of the plan's investments were in mutual funds under a custodial agreement with Nationwide Financial. These investments are covered by the Securities Investor Protection Corporation (SIPC). The SIPC does not protect against losses from the rise or fall in market value of the investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities customers.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Investments in external investment pools and in open-end mutual funds are not exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form. As a result, the investments held by the plan in open-end mutual funds and unallocated insurance contracts were not exposed to custodial credit risk or foreign currency risk.

**Castle Shannon Borough Police Pension Plan**

**Notes to the Financial Statements (continued)**

4. Deposit and Investment Risks (continued)

A. Credit Risk and Interest Rate Risk (continued)

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

At December 31, 2022, the credit risk and interest rate risk of the plan's investments in debt securities (specifically, bond mutual funds), as measured by Morningstar, were rated as follows:

Investment	Fair Value	Average Credit Quality	Avg Eff Duration/ Avg Eff Maturity
Federated Hermes Total Return	\$ 414,542	AA-	05.7/08.3 years
Guggenheim Total Return	414,175	A	06.8/12.6 years
Janus Henderson Multi-Sector	295,886	Not available	04.2/05.4 years
John Hancock Bond	414,268	A	06.1/09.4 years
Legg Mason BW Corporate Credit	236,131	B+	03.6/05.6 years
Principal Short Term Income	177,916	A+	01.9/03.0 years
Voya Intermediate Bond	414,519	A+	06.4/10.0 years
	<u>\$ 2,367,437</u>		

B. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. It is the policy of the plan that the investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the plan's overall portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

Except for any holdings in the specialty sectors, not more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation, and not more than 25% of stock valued at market may be held in any one industry category. Also, the fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. This does not apply to issues of the U.S. Treasury or other federal agencies.

At December 31, 2022, all of the plan's investments were held by Nationwide Financial.

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## Castle Shannon Borough Police Pension Plan

### Notes to the Financial Statements (continued)

5. Net Pension Liability

A. The components of the net pension liability at December 31, 2022 were as follows:

Total Pension Liability	\$ 8,730,705
Plan Fiduciary Net Position	<u>(5,981,263)</u>
Net Pension Liability	\$ 2,749,442
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	68.51%

B. Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2022, using the following actuarial assumptions:

Inflation	3.00 percent
Salary increases	4.50 percent, including inflation
Investment rate of return	7.50 percent, net of pension plan investment expense, including inflation
Cost-of-living adjustments	3.00 percent

Mortality rates were based on the PUBS-2010 Table projected to 2026 using Scale MP-2020 for Males or Females, as appropriate, termination rates were based on Scale W65, and disability rates were based on the DI378 Table for Males or Females, as appropriate.

The actuarial assumptions used in the December 31, 2022 valuation were based on the same assumptions as the actuarial experience study as of January 1, 2021.

C. Long Term Expected Rate of Return

The long term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2022 (see Note 3A) are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>	<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic Equity		International Equity	8.97%
Large Cap	7.60%	Emerging Markets Equity	10.93%
Medium Cap Growth	8.29%	Fixed Income	
Medium Cap Value	8.29%	Domestic	3.16%
Small Cap	9.15%	International/High Yield	3.88%
Real Estate	8.07%	Cash	2.01%

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**Castle Shannon Borough Police Pension Plan**

**Notes to the Financial Statements (continued)**

5. Net Pension Liability (continued)

D. Discount Rate

The discount rate used to measure the total pension liability was 7.50. This discount rate is based on the long-term expected rate of return on pension plan investments that are expected to be used to finance the payment of benefits. The plan's fiduciary net position is projected to be sufficient to make projected benefit payments and the plan assets are expected to be invested using a strategy to achieve that return. The employer must meet the funding requirements of Act 205 on an annual basis or be subject to an interest penalty as required. Act 205 requires full funding of the entry age normal cost plus plan expenses, as well as amortization of the unfunded liability to ultimately achieve a 100% funded status.

E. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability, calculated using the discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate.

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Total pension liability	\$ 9,865,464	\$ 8,730,705	\$ 7,785,869
Plan fiduciary net position	<u>(5,981,263)</u>	<u>(5,981,263)</u>	<u>(5,981,263)</u>
Net pension liability	\$ 3,884,201	\$ 2,749,442	\$ 1,804,606

6. Prepaid Pension Benefits

Funds for the January 2023 benefit payment were withdrawn from the plan late in December 2022, but the payment was not issued to plan retirees until after year end. Consistent with prior years, a prepaid benefit for the January 2023 payment has been included on page 2.

7. Deferred Retirement Option Plan

On April 25, 2011, the Borough enacted Ordinance No. 881 which created a Deferred Retirement Option Plan (DROP) for all full-time police officers of the Borough. As of December 31, 2022, there were no eligible plan members participating in the DROP program. Under the terms of the Ordinance, a participant is considered retired for pension purposes. The monthly pension benefit is calculated and credited to a separate ledger account, with interest. Upon a participant's termination of employment, the participant's accumulated balance is paid in a manner as prescribed by the plan document.

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**Castle Shannon Borough Police Pension Plan**  
**Schedules of Required Supplementary Information**

**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**

	2022	2021	2020	2019	2018
<b>Total pension liability</b>					
Service cost	\$ 186,576	\$ 178,542	\$ 146,070	\$ 139,780	\$ 132,294
Interest	622,779	593,172	501,396	478,850	499,925
Changes in benefit terms	-	-	-	-	-
Differences between expected and actual experience	-	487,398	-	(592,377)	-
Changes in assumptions	-	409,495	-	-	-
Benefit payments, including refunds of contributions	(391,583)	(378,404)	(327,901)	(320,694)	(335,984)
<b>Net change in total pension liability</b>	<b>417,772</b>	<b>1,290,203</b>	<b>319,565</b>	<b>294,441</b>	<b>296,235</b>
<b>Total pension liability – Beginning</b>	<b>\$8,312,933</b>	<b>7,022,730</b>	<b>6,703,165</b>	<b>6,997,606</b>	<b>6,701,371</b>
<b>Total pension liability – Ending (a)</b>	<b>\$8,730,705</b>	<b>\$8,312,933</b>	<b>\$7,022,730</b>	<b>\$6,703,165</b>	<b>\$6,997,606</b>
<b>Plan fiduciary net position</b>					
Contributions – State Aid	\$ 124,331	\$ 124,729	\$ 128,020	\$ 133,133	\$ 121,794
Contributions – Employer	188,762	186,190	187,551	179,813	118,284
Contributions – Employee	96,389	91,539	87,885	94,045	83,619
Net investment income	(1,299,200)	673,406	884,807	874,906	(338,359)
Benefit payments, including refunds of contributions	(391,583)	(378,404)	(327,901)	(320,694)	(335,984)
Administrative expenses	-	-	-	-	-
Other	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>(1,281,301)</b>	<b>697,460</b>	<b>960,362</b>	<b>961,203</b>	<b>350,646</b>
<b>Plan fiduciary net position – Beginning</b>	<b>7,262,564</b>	<b>6,565,104</b>	<b>5,604,742</b>	<b>4,643,539</b>	<b>4,994,185</b>
<b>Plan fiduciary net position – Ending (b)</b>	<b>\$5,981,263</b>	<b>\$7,262,564</b>	<b>\$6,565,104</b>	<b>\$5,604,742</b>	<b>\$4,643,539</b>
<b>Net pension liability – Ending (a) – (b)</b>	<b>\$2,749,442</b>	<b>\$1,050,369</b>	<b>\$ 457,626</b>	<b>\$1,098,423</b>	<b>\$2,354,067</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	68.51%	87.36%	93.48%	83.61%	66.36%
<b>Covered payroll <sup>1</sup></b>	\$1,393,620	\$1,341,534	\$1,428,476	\$1,365,167	\$1,270,094
<b>Net pension liability as a percentage of covered-employee payroll</b>	197.29%	78.30%	32.04%	80.46%	185.35%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

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**Castle Shannon Borough Police Pension Plan**  
**Schedules of Required Supplementary Information**

**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**  
**(continued)**

	2017	2016	2015	2014
<b>Total pension liability</b>				
Service cost	\$ 126,597	\$ 103,029	\$ 98,357	\$ 102,810
Interest	484,658	481,603	461,424	445,190
Changes in benefit terms	-	-	-	-
Differences between expected and actual experience	(97,487)	-	63,654	-
Changes in assumptions	134,658	-	165,956	-
Benefit payments, including refunds of contributions	(490,775)	(304,219)	(303,954)	(464,381)
<b>Net change in total pension liability</b>	<b>157,651</b>	<b>280,413</b>	<b>485,437</b>	<b>83,619</b>
<b>Total pension liability – Beginning</b>	<b>6,543,720</b>	<b>6,263,307</b>	<b>5,777,870</b>	<b>5,694,251</b>
<b>Total pension liability – Ending (a)</b>	<b>\$6,701,371</b>	<b>\$6,543,720</b>	<b>\$6,263,307</b>	<b>\$5,777,870</b>
<b>Plan fiduciary net position</b>				
Contributions – State Aid	\$ 110,118	\$ 153,113	\$ 133,308	\$ 120,397
Contributions – Employer	124,808	22,677	43,435	36,871
Contributions – Employee	79,208	72,787	67,345	61,929
Net investment income	621,099	263,858	(57,507)	175,827
Benefit payments, including refunds of contributions	(490,775)	(304,219)	(303,954)	(464,381)
Administrative expenses	-	-	-	-
Other	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>444,458</b>	<b>208,216</b>	<b>(117,373)</b>	<b>(69,357)</b>
<b>Plan fiduciary net position – Beginning</b>	<b>4,549,727</b>	<b>4,341,511</b>	<b>4,458,884</b>	<b>4,528,241</b>
<b>Plan fiduciary net position – Ending (b)</b>	<b>\$4,994,185</b>	<b>\$4,549,727</b>	<b>\$4,341,511</b>	<b>\$4,458,884</b>
<b>Net pension liability – Ending (a) – (b)</b>	<b>\$1,707,186</b>	<b>\$1,993,993</b>	<b>\$1,921,796</b>	<b>\$1,318,986</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	74.52%	69.53%	69.32%	77.17%
<b>Covered payroll <sup>1</sup></b>	<b>\$1,131,195</b>	<b>\$1,036,345</b>	<b>\$1,056,022</b>	<b>\$ 954,032</b>
<b>Net pension liability as a percentage of covered-employee payroll</b>	150.92%	192.41%	181.98%	138.25%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

Refer to the Notes to the Required Supplementary Information following the Schedules of Required Supplementary Information.

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**Castle Shannon Borough Police Pension Plan**  
**Schedules of Required Supplementary Information**

**SCHEDULE OF CONTRIBUTIONS**

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 313,093	\$ 310,919	\$ 315,571	\$ 312,946	\$ 240,078	\$ 234,926	\$ 175,790	\$ 176,743	\$ 157,268
Contributions in relation to the actuarially determined contribution	313,093	310,919	315,571	312,946	240,078	234,926	175,790	176,743	157,268
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll <sup>1</sup>	\$1,393,620	\$1,341,534	\$1,428,476	\$1,365,167	\$1,270,094	\$1,131,195	\$1,036,345	\$1,056,022	\$ 954,032
Contributions as a percentage of covered-employee payroll	22.47%	23.18%	22.09%	22.92%	18.90%	20.77%	16.96%	16.74%	16.48%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

Refer to the Notes to the Required Supplementary Information following the Schedules of Required Supplementary Information.

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## Castle Shannon Borough Police Pension Plan

### Notes to the Required Supplementary Information

Actuarially determined contribution rates are calculated based on the plan's most recent available Act 205 actuarial valuation report. The January 1, 2019 actuarial valuation report was utilized for the 2022 and 2021 Minimum Municipal Obligation calculations. The January 1, 2017 actuarial valuation report was utilized for the 2020 Minimum Municipal Obligation calculation. The following actuarial methods and assumptions were used to determine contribution rates.

Actuarial valuation date	01/01/2021	01/01/2019	01/01/2017
Actuarial cost method	Entry age	Entry age	Entry age
Amortization method	Level dollar	Level dollar	Level dollar
Remaining amortization period	7 years	10 years	12 years
Asset valuation method	Market	Market	Market
Salary increases	4.50%	4.50%	4.50%
Investment rate of return net of pension plan expenses including inflation	7.50%	7.50%	7.50%
Disability rates	DI378	DI378	DI378
Termination rates	W65	W65	W65
Mortality	* PUBS-2010	RP2000	RP2000
Retirement age	55	55	55
Cost-of-living adjustments	3.0%	3.0%	3.0%

\* - PUBS-2010 Table projected to 2026 using Scale MP-2020

Changes in Benefit Terms: There were no changes in benefit terms.

Changes in Assumptions: The mortality assumption used in the January 1, 2021 actuarial valuation was changed to the PUBS-2010 Table projected to 2026 using Scale MP-2020 to reflect an update in expectation for retired life mortality.



**CASTLE SHANNON BOROUGH  
NON-UNIFORMED DEFINED BENEFIT PENSION PLAN**

**Allegheny County  
Financial Statements  
December 31, 2022**



NUPI

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### Legal Citations

Act 205 - Municipal Pension Plan Funding Standard and Recovery Act, act of December 18, 1984, P. L. 1005 no. 205, as amended, 53 P. S. 895.101, et. seq.

Act 581 - Borough Code, act of February 1, 1996, P. L. 1656 no. 581, as amended, 53 P. S. 46131, et. seq.

NUPA



**Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan**  
**Opening Statement**

To the Governing Body of  
Castle Shannon Borough

This report is an accumulation of data reflecting the status and activity of the Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan as of and for the year ended December 31, 2022. These financial statements have been prepared in accordance with the reporting requirements established by the Auditor General's Office of the Commonwealth of Pennsylvania. However, this report is not and should not be considered an Audit, Review, or Compilation Report within the meanings established by the American Institute of Certified Public Accountants.

The values contained herein were obtained from several different sources, including the 2022 Annual Investment Report, the 2021 Act 205 Actuarial Valuation Report, the Plan Document, prior Financial Statements, and the Records Update Survey that Castle Shannon Borough provided to us earlier this year. As a result, our combined efforts have produced this report. Consequently, this report is subject to our ability to verify data as it was provided to us.

We hope this report is viewed as another valuable resource and reference document to assist the Borough Council in fulfilling your fiduciary responsibilities to this pension plan in the areas of financial reporting and monitoring. Ultimately, these financial statements are the responsibility of the plan's management.

Sincerely,

*Girard Pension Services*

4600 Broadway | Allentown, PA 18104-3214 | 610.821.1331

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**Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan**

**Statement of Fiduciary Net Position  
as of December 31, 2022**

**ASSETS**

Cash and Other Assets	
Checking account	\$0
Savings account	0
Trust account	0
Prepaid pension benefits	14,676
Total Cash and Other Assets	<u>14,676</u>
Receivables	
State aid	0
Municipal contributions	0
Members' contributions	1,442
Interest and dividends	0
Total Receivables	<u>1,442</u>
Investments	
U.S. Government obligations	0
Municipal bonds	0
Corporate bonds and notes	0
Stocks	0
Mutual funds	
Equities	822,554
Fixed Income	642,602
Real Estate	0
Other	0
Master trust	0
Other investments	0
Total Investments	<u>1,465,156</u>
Assets, at Contract Value	
Group Annuity Contract	0
Guaranteed Investment Contracts (GIC)	0
Deposit Administration Contracts (DA)	0
Total Assets at Contract Value	<u>0</u>
Total Assets	<b>\$1,481,274</b>
<b>LIABILITIES</b>	
Payables	
Refunds payable	0
Accounts payable	0
Accrued expenses	0
Total Liabilities	<u>\$0</u>
<b>NET POSITION RESTRICTED FOR PENSIONS</b>	<b>\$1,481,274</b>

The Notes to the Financial Statements are an integral part of this report.

**Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan**

**Statement of Changes in Fiduciary Net Position  
for the Year Ended December 31, 2022**

**ADDITIONS**

Contributions	
State aid	\$67,346
Municipal contributions	81,816
Members' contributions	32,593
Total Contributions	<u>181,755</u>
Investment Income	
Net increase in fair value of investments	(304,526)
Interest income	0
Dividend income	0
Total Investment Income	<u>(304,526)</u>
Less investment expense	(9,071)
Net Investment Income	<u>(313,597)</u>
Other income	<u>0</u>
Total Additions	<b>(131,842)</b>

**DEDUCTIONS**

Benefits	162,636
DROP distributions	15,568
Refunds of members' contributions	0
Administrative expenses	0
Forfeiture refunded to municipality	0
Other expenses	0
Total Deductions	<u>178,204</u>

NET INCREASE (DECREASE) IN NET POSITION (310,046)

NET POSITION RESTRICTED FOR PENSONS

Beginning of Year	1,791,320
End of Year	<b>\$1,481,274</b>

The Notes to the Financial Statements are an integral part of this report.

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# Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

## Notes to the Financial Statements

### 1. Plan Description

#### A. General

The Castle Shannon Borough Pension Plan is a single-employer defined benefit pension plan that covers all full-time non-uniformed employees hired prior to or on May 9, 2022 of Castle Shannon Borough and which is controlled by the provisions of Ordinance No. 877, as amended, adopted pursuant to Act 581. The plan is governed by the Borough Council which is responsible for the management of plan assets. Borough Council has appointed the Pension Committee as the official body to which all related investment matters of the Fund are delegated. The Pension Committee consists of 6 members; the Borough Manager and Assistant Manager, one representative from both the Public Works and Library, one retiree and one Borough Council member. The Borough Council has delegated the authority to manage certain plan assets to Girard Pension Services, LLC., with Nationwide Financial as custodian.

#### B. Plan Membership

At December 31, 2022, pension plan membership consisted of the following:

Active plan members.....	12
Inactive plan members or beneficiaries currently receiving benefits.....	13
Inactive plan members entitled to but not yet receiving benefits.....	<u>2</u>
Total .....	27

#### C. Benefit Provisions as of December 31, 2022

##### Eligibility Requirements:

Normal Retirement - Age 60 and 5 years of service.

Early Retirement - Generally, 20 or more years of service, actuarially reduced for each year prior to age 60.

Vesting - None for the first 5 years of service; thereafter, 100%.

Retirement Benefit: The monthly pension shall be 1.4% for each year of service times the average monthly salary over the participant's last 48 months of employment.

Survivor Benefit: If eligible to retire at time of death, beneficiary receives the present value of the accrued benefit. At retirement, the participant may select a survivor benefit.

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## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

#### 1. Plan Description (continued)

##### C. Benefit Provisions (continued)

###### Disability Benefit:

Service-Related - The monthly disability pension benefit shall equal 50% of the member's salary at the time the disability was incurred. Said pension shall be reduced by any available Workers' Compensation benefits received for the same injuries.

Nonservice-Related - Upon attainment of ten years of service, a monthly disability pension benefit is provided to a member who is certified to be unable to engage in any gainful employment equal to 30% of the member's salary at the time the disability was incurred.

Postretirement Adjustments: A cost of living adjustment may be provided to retired members. Annual adjustment not to exceed the increase in the Consumer Price Index from year to year. Total adjustments not to exceed 30% of the retiree's original pension.

###### Other Benefits:

###### Non-Intervening Military Service Credit

The Deferred Retirement Option Plan (DROP) provides an optional form of benefit to members of this plan who have met the age and service eligibility requirements to retire. Any eligible member may elect to participate in the DROP by retiring for pension purposes, and specifying a future termination date not less than one year nor more than three years from the effective date of the DROP election. The monthly pension benefit is calculated at the date of election and credited to a separate ledger account for the period of DROP participation along with interest at a rate earned by the Plan that shall be not less than 0% nor more than 4.5% per annum until DROP participation ends. Certain other provisions of the DROP are detailed in the ordinance.

Member Contributions: 4.25% on a post-tax basis, with interest credited at 6% per year.

##### D. Contributions

On December 18, 1984, Act 205 was passed into law, and is known as the "Municipal Pension Plan Funding Standard and Recovery Act". The act mandates actuarial funding standards, establishes a recovery program for financially distressed pension plans, and provides for the distribution of the tax on the premiums of foreign fire insurance companies.

The act requires minimum funding standards based on the most recent actuarial valuation report, including normal cost and administrative expense requirements and an amortization contribution of the unfunded actuarial accrued liability.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

1. Plan Description (continued)

D. Contributions (continued)

Funding Requirements

The plan's governing document provides the Borough with the authority to establish and amend contribution requirements. For the year ended December 31, 2022, active members were required to contribute 4.25% of monthly compensation on a post-tax basis to the plan, with interest credited to these contributions at 6% per year.

The pension plan may also receive an annual allocation from the General Municipal Pension System State Aid Program which must be used for pension plan funding. Any funding requirements in excess of members' contributions and state aid must be paid by the municipality in accordance with Act 205.

2. Summary of Significant Accounting Policies

A. Basis of Accounting

The plan's financial statements are prepared using the accrual basis of accounting. Municipal and members' contributions are recognized when due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

B. Valuation of Investments

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Investments that do not have an established market are reported at estimated fair value.

3. Investments

A. Investment Policy

The Pension Committee, with the assistance of Girard Pension Services, LLC., shall select the appropriate asset weighting percentage to be allocated to each specific asset class. Each asset class shall consist of a combination of investment options that have been made available to obtain the absolute investment objective of the fund. Investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

It is not expected that the Investment Policy Statement will change frequently. In particular, short term changes in the financial markets should not require an adjustment in the Investment Policy Statement. However, any changes to the asset allocation model will only be implemented in accordance with formal authorization and instructions given by the Pension Committee.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### A. Investment Policy (continued)

As of December 31, 2022, it shall be the policy of the Pension Committee to invest the fund's assets with the following allocations:

<u>Asset Class</u>	<u>Asset Weighting Range</u>	<u>Target Allocation</u>
Domestic Equity	40% - 50%	45%
International Equity	5% - 15%	10%
Fixed Income	37% - 47%	42%
Real Estate	0% - 10%	0%
Cash	1% - 10%	<u>3%</u>
Total		<u>100%</u>

The asset allocation range established by this investment policy represents a long term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside the policy range. These divergences should be of a short term nature and Girard Pension Services, LLC. will be responsible for rebalancing the assets and ensuring that the investment funds keep divergences as brief as possible.

##### B. Rate of Return

For the year ended December 31, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense was -17.95 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changes in amounts actually invested.

##### C. Fair Value Measurements

Generally accepted accounting principles in accordance with GASB Statement No. 72 define fair value, describe a framework for measuring fair value, and require disclosure about fair value measurements. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. The established framework includes a three-level hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the assets or liabilities fall within different levels of the hierarchy, the classification is based on the lowest level input that is significant to the fair value measurement of the asset or liability. Classification of assets and liabilities within the hierarchy considers the markets in which the assets and liabilities are traded and reliability and transparency of the assumptions used to determine fair value. The hierarchy requires the use of observable market data when available. The levels of the hierarchy and those investments included in each are as follows:

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### C. Fair Value Measurements (continued)

Level 1 - Represented by quoted prices available in an active market. Level 1 securities include highly liquid government bonds, treasury securities, mortgage products and exchange traded equities and mutual funds.

Level 2 - Represented by assets and liabilities similar to Level 1 where quoted prices are not available, but are observable, either directly or indirectly through corroboration with observable market data, such as quoted prices for similar securities and quoted prices in inactive markets and estimated using pricing models or discounted cash flows. Level 2 securities would include U.S. agency securities, mortgage-backed agency securities, obligations of states, and political subdivisions and certain corporate, asset backed securities, swap agreements, and life insurance contracts.

Level 3 - Represented by financial instruments where there is limited activity or unobservable market prices and pricing models significant to determining the fair value measurement include the reporting entity's own assumptions about the market risk. Level 3 securities would include hedge funds, private equity securities, and those with internally developed values.

The following is a description of the valuation methodologies used for instruments measured at fair value on the statement of net position, as well as the general classifications of such instruments pursuant to the valuation hierarchy.

##### Mutual Funds

Mutual funds listed on a national market or exchange are purchased by Nationwide on a daily basis. Investors (the Borough) then purchase units of investments through Nationwide. These units are made up of a portion of the pools of mutual funds held by Nationwide. The unit value is determined by the price of the underlying mutual funds and other factors which are recalculated daily. These mutual funds as presented on the Statement of Plan Net Assets are accounted for at fair value on a recurring basis as of December 31, 2022 at Level 2.

#### 4. Deposit and Investment Risks

##### A. Credit Risk and Interest Rate Risk

The plan's deposits and investments are currently governed by Title 20 of the Pennsylvania Consolidated Statutes, Chapter 73, entitled the Probate, Estates, and Fiduciaries Code, Section 7302, Fiduciaries Investments, act of June 30, 1972. This act allows the trustees of the plan to invest in securities which a prudent person of discretion and intelligence, who is seeking a reasonable income and preservation of capital, would buy.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

#### 4. Deposit and Investment Risks (continued)

##### A. Credit Risk and Interest Rate Risk (continued)

This discretionary authority, known as the "Prudent Person Rule", permits the selection of a variety of investments, allowing for diversity in the degree of risk and liquidity. Finally, there were no deposit or investment transactions during the year that were in violation of this state statute or the policy of the plan.

Credit risk for deposits and investments is the risk that an issuer or other counterparty to an investment will not fulfill its financial obligations. Generally, obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

During the year and as of December 31, 2022, the plan held no deposits and, therefore, was not subject to custodial credit risk, interest rate risk, or foreign currency risk in this area.

The plan's investment policy contains a number of investment objectives including the desire to maximize long-term returns through a combination of income and capital appreciation using sound investment practices. These objectives are intended to be achieved through a well-diversified portfolio consisting entirely of mutual funds selected from among the various asset classes in accordance with recognized asset allocation theory. As for the credit risk, the plan generally invests in money market funds and bond mutual funds with credit quality ratings of at least "A" according to either the Moody's, Standard & Poor's, or Morningstar rating system with average maturities of five years or less; however, in cases where the yield spread adequately compensates for additional risk, other ratings can be purchased to achieve a higher yield performance. Finally, the plan does not invest in individual securities, commodities, futures contracts, private placements, repurchase and/or reverse repurchase agreements, securities lending transactions, or hedge funds.

During the year and at December 31, 2022, all of the plan's investments were in mutual funds under a custodial agreement with Nationwide Financial. These investments are covered by the Securities Investor Protection Corporation (SIPC). The SIPC does not protect against losses from the rise or fall in market value of the investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities customers.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Investments in external investment pools and in open-end mutual funds are not exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form. As a result, the investments held by the plan in open-end mutual funds and unallocated insurance contracts were not exposed to custodial credit risk or foreign currency risk.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

#### 4. Deposit and Investment Risks (continued)

##### A. Credit Risk and Interest Rate Risk (continued)

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

At December 31, 2022, the credit risk and interest rate risk of the plan's investments in debt securities (specifically, bond mutual funds), as measured by Morningstar, were rated as follows:

Investment	Fair Value	Average Credit Quality	Avg Eff Duration/ Avg Eff Maturity
Federated Hermes Total Return	\$ 102,301	AA-	05.7/08.3 years
Guggenheim Total Return	116,808	A	06.8/12.6 years
Janus Henderson Multi-Sector	87,608	Not available	04.2/05.4 years
John Hancock Bond	102,239	A	06.1/09.4 years
Legg Mason BW Corporate Credit	72,826	B+	03.6/05.6 years
Principal Short Term Income	43,905	A+	01.9/03.0 years
Voya Intermediate Bond	116,915	A+	06.4/10.0 years
	<u>\$ 642,602</u>		

##### B. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. It is the policy of the plan that the investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the plan's overall portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

Except for any holdings in the specialty sectors, not more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation, and not more than 25% of stock valued at market may be held in any one industry category. Also, the fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. This does not apply to issues of the U.S. Treasury or other federal agencies.

At December 31, 2022, all of the plan's investments were held by Nationwide Financial.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

5. Net Pension Liability

A. The components of the net pension liability at December 31, 2022 were as follows:

Total Pension Liability	\$ 2,698,380
Plan Fiduciary Net Position	<u>(1,481,274)</u>
Net Pension Liability	\$ 1,217,106
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	54.89%

B. Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2022, using the following actuarial assumptions:

Inflation	3.00 percent
Salary increases	4.25 percent, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation
Cost-of-living adjustments	None

Mortality rates were based on the PUBG-2010 Table projected to 2026 using Scale MP-2020 for Males or Females, as appropriate, termination rates were based on the Scale T1 Table, and disability rates were based on the DI378 Table for Males or Females, as appropriate.

The actuarial assumptions used in the December 31, 2022 valuation were based on the same assumptions as the actuarial experience study as of January 1, 2021.

C. Long Term Expected Rate of Return

The long term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2022 (see Note 3A) are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>	<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic Equity		International Equity	8.97%
Large Cap	7.60%	Emerging Markets Equity	10.93%
Medium Cap Growth	8.29%	Fixed Income	
Medium Cap Value	8.29%	Domestic	3.16%
Small Cap	9.15%	International/High Yield	3.88%
Real Estate	8.07%	Cash	2.01%

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## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Financial Statements (continued)

5. Net Pension Liability (continued)

D. Discount Rate

The discount rate used to measure the total pension liability was 7.25 percent. This discount rate is based on the long-term expected rate of return on pension plan investments that are expected to be used to finance the payment of benefits. The plan's fiduciary net position is projected to be sufficient to make projected benefit payments and the plan assets are expected to be invested using a strategy to achieve that return. The employer must meet the funding requirements of Act 205 on an annual basis or be subject to an interest penalty as required. Act 205 requires full funding of the entry age normal cost plus plan expenses, as well as amortization of the unfunded liability to ultimately achieve a 100% funded status.

E. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability, calculated using the discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate.

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Total pension liability	\$ 2,972,191	\$ 2,698,380	\$ 2,464,831
Plan fiduciary net position	<u>(1,481,274)</u>	<u>(1,481,274)</u>	<u>(1,481,274)</u>
Net pension liability	\$ 1,490,917	\$ 1,217,106	\$ 983,557

6. Prepaid Pension Benefits

Funds for the January 2023 benefit payment were withdrawn from the plan late in December 2022, but the payment was not issued to plan retirees until after year end. Consistent with prior years, a prepaid benefit for the January 2023 payment has been included on page 2.

7. Deferred Retirement Option Plan

On July 28, 2015, the Borough enacted Ordinance No. 895 which created a Deferred Retirement Option Plan (DROP) for all full-time non-uniformed employees of the Borough. As of December 31, 2022, there were two eligible plan members participating in the DROP program. Under the terms of the Ordinance, the participants are considered retired for pension purposes. The monthly pension benefits were calculated and credited to separate ledger accounts, with interest. The balance in the ledger accounts at December 31 was \$14,802 and \$6,064 with the same amounts added during the year. Upon a participant's termination of employment, the participant's accumulated balance was paid in a manner as prescribed by the plan document. On July 29, 2022, one eligible plan member exited the DROP program and received their DROP account balance. Prior to the DROP payout date, \$4,838 was added to his DROP account.

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## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Schedules of Required Supplementary Information

#### SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

	2022	2021	2020	2019	2018
<b>Total pension liability</b>					
Service cost	\$ 85,224	\$ 81,750	\$ 56,927	\$ 54,476	\$ 62,371
Interest	188,431	183,666	153,570	147,962	140,423
Changes in benefit terms	-	51,804	-	27,025	-
Differences between expected and actual experience	-	173,307	-	37,084	-
Changes in assumptions	-	203,137	-	-	-
Benefit payments, incl. refunds of contributions	(178,204)	(228,119)	(127,563)	(132,685)	(184,292)
<b>Net change in total pension liability</b>	<b>95,451</b>	<b>465,545</b>	<b>82,934</b>	<b>133,862</b>	<b>18,502</b>
<b>Total pension liability – Beginning</b>	<b>\$2,602,929</b>	<b>2,137,384</b>	<b>2,054,450</b>	<b>1,920,588</b>	<b>1,902,086</b>
<b>Total pension liability – Ending (a)</b>	<b>\$2,698,380</b>	<b>\$2,602,929</b>	<b>\$2,137,384</b>	<b>\$2,054,450</b>	<b>\$1,920,588</b>
<b>Plan fiduciary net position</b>					
Contributions – State Aid	\$ 67,346	\$ 67,162	\$ 68,934	\$ 71,687	\$ 65,581
Contributions – Employer	81,816	79,068	29,400	34,428	1,151
Contributions – Employee	32,593	30,984	33,454	29,438	27,425
Net investment income	(313,597)	151,114	200,982	218,020	(99,184)
Benefit payments, including refunds of contributions	(178,204)	(228,119)	(127,563)	(125,862)	(184,292)
Administrative expenses	-	-	-	(6,823)	-
Other	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>(310,046)</b>	<b>100,209</b>	<b>205,207</b>	<b>220,888</b>	<b>(189,318)</b>
<b>Plan fiduciary net position – Beginning</b>	<b>1,791,320</b>	<b>1,691,111</b>	<b>1,485,904</b>	<b>1,265,016</b>	<b>1,454,335</b>
<b>Plan fiduciary net position – Ending (b)</b>	<b>\$1,481,274</b>	<b>\$1,791,320</b>	<b>\$1,691,111</b>	<b>\$1,485,904</b>	<b>\$1,265,016</b>
<b>Net pension liability – Ending (a) – (b)</b>	<b>\$1,217,106</b>	<b>\$ 811,609</b>	<b>\$ 446,273</b>	<b>\$ 568,546</b>	<b>\$ 655,572</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	54.89%	68.82%	79.12%	72.33%	65.87%
<b>Covered payroll <sup>1</sup></b>	<b>\$ 835,957</b>	<b>\$ 752,640</b>	<b>\$ 776,624</b>	<b>\$ 816,586</b>	<b>\$ 658,746</b>
<b>Net pension liability as a percentage of covered-employee payroll</b>	145.59%	107.83%	57.46%	69.62%	99.52%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Schedules of Required Supplementary Information

#### SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS (continued)

	2017	2016	2015	2014
<b>Total pension liability</b>				
Service cost	\$ 59,685	\$ 56,040	\$ 53,499	\$ 45,612
Interest	139,650	136,118	128,816	121,644
Changes in benefit terms	816	-	1,658	-
Differences between expected and actual experience	21,217	-	53,532	-
Changes in assumptions	32,241	-	28,180	-
Benefit payments, incl. refunds of contributions	(199,133)	(89,743)	(91,529)	(142,314)
<b>Net change in total pension liability</b>	<b>54,476</b>	<b>102,415</b>	<b>174,156</b>	<b>24,942</b>
<b>Total pension liability – Beginning</b>	<b>1,847,610</b>	<b>1,745,195</b>	<b>1,571,039</b>	<b>1,546,097</b>
<b>Total pension liability – Ending (a)</b>	<b><u>\$1,902,086</u></b>	<b><u>\$1,847,610</u></b>	<b><u>\$1,745,195</u></b>	<b><u>\$1,571,039</u></b>
<b>Plan fiduciary net position</b>				
Contributions – State Aid	\$ 59,647	\$ -	\$ -	\$ 19,019
Contributions – Employer	7,924	51,236	50,612	-
Contributions – Employee	25,063	24,232	24,103	24,693
Net investment income	168,977	67,639	(48,970)	26,527
Benefit payments, including refunds of contributions	(199,133)	(89,743)	(91,529)	(142,314)
Administrative expenses	-	-	-	-
Other	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>62,478</b>	<b>53,364</b>	<b>(65,784)</b>	<b>(72,075)</b>
<b>Plan fiduciary net position – Beginning</b>	<b>1,391,857</b>	<b>1,338,493</b>	<b>1,404,277</b>	<b>1,476,352</b>
<b>Plan fiduciary net position – Ending (b)</b>	<b><u>\$1,454,335</u></b>	<b><u>\$1,391,857</u></b>	<b><u>\$1,338,493</u></b>	<b><u>\$1,404,277</u></b>
<b>Net pension liability – Ending (a) – (b)</b>	<b><u>\$ 447,751</u></b>	<b><u>\$ 455,753</u></b>	<b><u>\$ 406,702</u></b>	<b><u>\$ 166,762</u></b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	76.46%	75.33%	76.70%	89.39%
<b>Covered payroll <sup>1</sup></b>	\$ 676,094	\$ 666,810	\$ 647,315	\$ 714,247
<b>Net pension liability as a percentage of covered-employee payroll</b>	66.23%	68.35%	62.83%	23.35%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

Refer to the Notes to the Required Supplementary Information following the Schedules of Required Supplementary Information.

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**Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan**  
**Schedules of Required Supplementary Information**

**SCHEDULE OF CONTRIBUTIONS**

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 149,162	\$ 146,230	\$ 98,334	\$ 106,115	\$ 66,732	\$ 67,571	\$ 51,236	\$ 50,612	\$ 19,019
Contributions in relation to the actuarially determined contribution	149,162	146,230	98,334	106,115	66,732	67,571	51,236	50,612	19,019
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll <sup>1</sup>	\$ 835,957	\$ 752,640	\$ 776,624	\$ 816,586	\$ 658,746	\$ 676,094	\$ 666,810	\$ 647,315	\$ 714,247
Contributions as a percentage of covered-employee payroll	17.84%	19.43%	12.66%	12.99%	10.13%	9.99%	7.68%	7.82%	2.66%

<sup>1</sup> Covered Payroll is based on the payroll used to develop the Minimum Municipal Obligation (MMO) for that respective year.

Refer to the Notes to the Required Supplementary Information following the Schedules of Required Supplementary Information.

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## Castle Shannon Borough Non-Uniformed Defined Benefit Pension Plan

### Notes to the Required Supplementary Information

Actuarially determined contribution rates are calculated based on the plan's most recent available Act 205 actuarial valuation report. The January 1, 2019 actuarial valuation report was utilized for the 2022 and 2021 Minimum Municipal Obligation calculations. The January 1, 2017 actuarial valuation report was utilized for the 2020 Minimum Municipal Obligation calculation. The following actuarial methods and assumptions were used to determine contribution rates.

Actuarial valuation date	01/01/2021	01/01/2019	01/01/2017
Actuarial cost method	Entry age	Entry age	Entry age
Amortization method	Level dollar	Level dollar	Level dollar
Remaining amortization period	8 years	8 years	11 years
Asset valuation method	Market	Market	Market
Salary increases	4.25%	4.50%	4.50%
Investment rate of return net of pension plan expenses including inflation	7.25%	7.50%	7.50%
Disability rates	DI378	DI378	DI378
Termination rates	SCALET1	SCALET1	SCALET1
Mortality	* PUBG-2010	RP2000	RP2000
Retirement age	60	60	60
Cost-of-living adjustments	None	None	None

\* - PUBG-2010 Table projected to 2026 using Scale MP-2020

Changes in Benefit Terms: There were no changes in benefit terms.

Changes in Assumptions: The salary projection used in the January 1, 2021 actuarial valuation was changed to 4.25% to reflect an update in salary increases, and the investment rate of return used in the January 1, 2021 actuarial valuation was changed to 7.25% to more closely estimate future experience. The mortality assumption used in the January 1, 2021 actuarial valuation was changed to the PUBG-2010 Table projected to 2026 using Scale MP-2020 to reflect an update in expectation for retired life mortality.



**CASTLE SHANNON BOROUGH  
NON-UNIFORMED DEFINED CONTRIBUTION PENSION PLAN**

**Allegheny County  
Financial Statements  
December 31, 2022**



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### Legal Citations

Act 205 - Municipal Pension Plan Funding Standard and Recovery Act, act of December 18, 1984, P. L. 1005 no. 205, as amended, 53 P. S. 895.101, et. seq.

Act 581 - Borough Code, act of February 1, 1996, P. L. 1656 no. 581, as amended, 53 P. S. 46131, et. seq.

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**Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan  
Opening Statement**

To the Governing Body of  
Castle Shannon Borough

This report is an accumulation of data reflecting the status and activity of the Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan as of and for the year ended December 31, 2022. These financial statements have been prepared in accordance with the reporting requirements established by the Auditor General's Office of the Commonwealth of Pennsylvania. However, this report is not and should not be considered an Audit, Review, or Compilation Report within the meanings established by the American Institute of Certified Public Accountants.

The values contained herein were obtained from several different sources, including the 2022 Annual Investment Report, the Plan Document, and the Records Update Survey that Castle Shannon Borough provided to us earlier this year. As a result, our combined efforts have produced this report. Consequently, this report is subject to our ability to verify data as it was provided to us.

We hope this report is viewed as another valuable resource and reference document to assist the Borough Council in fulfilling your fiduciary responsibilities to this pension plan in the areas of financial reporting and monitoring. Ultimately, these financial statements are the responsibility of the plan's management.

Sincerely,

*Girard Pension Services*

4600 Broadway | Allentown, PA 18104-3214 | 610.821.1331

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**Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan**

**Statement of Fiduciary Net Position  
as of December 31, 2022**

**ASSETS**

Cash and Other Assets	
Checking account	\$0
Savings account	0
Trust account	0
Prepaid pension benefits	0
Total Cash and Other Assets	<u>0</u>
Receivables	
State aid	0
Municipal contributions	249
Members' contributions	0
Interest and dividends	0
Total Receivables	<u>249</u>
Investments	
U.S. Government obligations	0
Municipal bonds	0
Corporate bonds and notes	0
Stocks	0
Mutual funds	
Equities	1,565
Fixed Income	1,222
Real Estate	0
Other	0
Master trust	0
Other investments	0
Total Investments	<u>2,787</u>
Assets, at Contract Value	
Group Annuity Contract	0
Guaranteed Investment Contracts (GIC)	0
Deposit Administration Contracts (DA)	0
Total Assets at Contract Value	<u>0</u>
Total Assets	<b>\$3,036</b>
<b>LIABILITIES</b>	
Payables	
Refunds payable	0
Accounts payable	0
Accrued expenses	0
Total Liabilities	<u>\$0</u>
<b>NET POSITION RESTRICTED FOR PENSIONS</b>	<b>\$3,036</b>

The Notes to the Financial Statements are an integral part of this report.



**Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan**

**Statement of Changes in Fiduciary Net Position  
for the Year Ended December 31, 2022**

**ADDITIONS**

Contributions	
State aid	\$0
Municipal contributions	2,948
Members' contributions	0
Total Contributions	<u>2,948</u>
Investment Income	
Net increase in fair value of investments	91
Interest income	0
Dividend income	0
Total Investment Income	<u>91</u>
Less investment expense	<u>(3)</u>
Net Investment Income	88
Other income	<u>0</u>
Total Additions	<b>3,036</b>

**DEDUCTIONS**

Benefits	0
Refunds of members' contributions	0
Administrative expenses	0
Forfeiture refunded to municipality	0
Forfeiture reallocated to municipal contributions	0
Other expenses	0
Total Deductions	<u>0</u>

NET INCREASE (DECREASE) IN NET POSITION 3,036

**NET POSITION RESTRICTED FOR PENSONS**

Beginning of Year	0
End of Year	<b>\$3,036</b>

The Notes to the Financial Statements are an integral part of this report.

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# Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

## Notes to the Financial Statements

### 1. Plan Description

#### A. General

The Castle Shannon Borough Pension Plan is a single-employer defined contribution pension plan that covers all full-time non-uniformed employees hired after May 9, 2022 of Castle Shannon Borough and which is controlled by the provisions of Ordinance No. 877, as amended, adopted pursuant to Act 581. The plan is governed by the Borough Council which is responsible for the management of plan assets. Borough Council has appointed the Pension Committee as the official body to which all related investment matters of the Fund are delegated. The Pension Committee consists of 6 members; the Borough Manager and Assistant Manager, one representative from both the Public Works and Library, one retiree and one Borough Council member. The Borough Council has delegated the authority to manage certain plan assets to Girard Pension Services, LLC., with Nationwide Financial as custodian.

#### B. Plan Membership

At December 31, 2022, pension plan membership consisted of the following:

Active plan members.....	3
Inactive plan members or beneficiaries currently receiving benefits.....	0
Inactive plan members entitled to but not yet receiving benefits.....	0
Total .....	3

#### C. Benefit Provisions as of December 31, 2022

##### Eligibility Requirements:

Membership – The first date on which an Employee commences employment as an Employee regularly scheduled to work thirty-five (35) or more hours per week.

Normal Retirement - Age 60.

Vesting - Plan participants are immediately 100% vested in their account balance.

Retirement Benefit: The fair market value of the participant's account at the time of retirement, adjusted according to the vesting schedule.

Survivor Benefit: The fair market value of the participant's account at the time of death payable to the participant's designated beneficiary.

Disability Benefit: None

Other Benefits: None

Member Contributions: None

# Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

## Notes to the Financial Statements (continued)

### 1. Plan Description (continued)

#### D. Contributions

On December 18, 1984, Act 205 was passed into law, and is known as the "Municipal Pension Plan Funding Standard and Recovery Act". The act mandates actuarial funding standards, establishes a recovery program for financially distressed pension plans, and provides for the distribution of the tax on the premiums of foreign fire insurance companies.

The act requires minimum funding standards based on the most recent actuarial valuation report, including normal cost and administrative expense requirements and an amortization contribution of the unfunded actuarial accrued liability.

#### Funding Requirements

The plan's governing document provides the Borough with the authority to establish and amend contribution requirements. For the year ended December 31, 2022, active members were not required to contribute to the plan. The municipality is required to contribute five percent (5%) of each participant's total compensation.

The pension plan may also receive an annual allocation from the General Municipal Pension System State Aid Program which must be used for pension plan funding. Any funding requirements in excess of members' contributions and state aid must be paid by the municipality in accordance with Act 205.

### 2. Summary of Significant Accounting Policies

#### A. Basis of Accounting

The plan's financial statements are prepared using the accrual basis of accounting. Municipal and members' contributions are recognized when due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

#### B. Valuation of Investments

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Investments that do not have an established market are reported at estimated fair value.

## Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments

##### A. Investment Policy

The Pension Committee, with the assistance of Girard Pension Services, LLC., shall select the appropriate asset weighting percentage to be allocated to each specific asset class. Each asset class shall consist of a combination of investment options that have been made available to obtain the absolute investment objective of the fund. Investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

It is not expected that the Investment Policy Statement will change frequently. In particular, short term changes in the financial markets should not require an adjustment in the Investment Policy Statement. However, any changes to the asset allocation model will only be implemented in accordance with formal authorization and instructions given by the Pension Committee.

As of December 31, 2022, it shall be the policy of the Pension Committee to invest the fund's assets with the following allocations:

<u>Asset Class</u>	<u>Asset Weighting Range</u>	<u>Target Allocation</u>
Domestic Equity	40% - 50%	45%
International Equity	5% - 15%	10%
Fixed Income	37% - 47%	42%
Real Estate	0% - 10%	0%
Cash	1% - 10%	<u>3%</u>
Total		<u>100%</u>

The asset allocation range established by this investment policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside the policy range. These divergences should be of a short-term nature and Girard Pension Services, LLC. will be responsible for rebalancing the assets and ensuring that the investment funds keep divergences as brief as possible.

##### B. Rate of Return

For the year ended December 31, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense was -17.95 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changes in amounts actually invested.

## Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### C. Fair Value Measurements

Generally accepted accounting principles in accordance with GASB Statement No. 72 define fair value, describe a framework for measuring fair value, and require disclosure about fair value measurements. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. The established framework includes a three-level hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the assets or liabilities fall within different levels of the hierarchy, the classification is based on the lowest level input that is significant to the fair value measurement of the asset or liability. Classification of assets and liabilities within the hierarchy considers the markets in which the assets and liabilities are traded and reliability and transparency of the assumptions used to determine fair value. The hierarchy requires the use of observable market data when available. The levels of the hierarchy and those investments included in each are as follows:

Level 1 - Represented by quoted prices available in an active market. Level 1 securities include highly liquid government bonds, treasury securities, mortgage products and exchange traded equities and mutual funds.

Level 2 - Represented by assets and liabilities similar to Level 1 where quoted prices are not available, but are observable, either directly or indirectly through corroboration with observable market data, such as quoted prices for similar securities and quoted prices in inactive markets and estimated using pricing models or discounted cash flows. Level 2 securities would include U.S. agency securities, mortgage-backed agency securities, obligations of states, and political subdivisions and certain corporate, asset backed securities, swap agreements, and life insurance contracts.

Level 3 - Represented by financial instruments where there is limited activity or unobservable market prices and pricing models significant to determining the fair value measurement include the reporting entity's own assumptions about the market risk. Level 3 securities would include hedge funds, private equity securities, and those with internally developed values.

The following is a description of the valuation methodologies used for instruments measured at fair value on the statement of net position, as well as the general classifications of such instruments pursuant to the valuation hierarchy.

## Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

### Notes to the Financial Statements (continued)

#### 3. Investments (continued)

##### C. Fair Value Measurements (continued)

###### Mutual Funds

Mutual funds listed on a national market or exchange are purchased by Nationwide on a daily basis. Investors (the Borough) then purchase units of investments through Nationwide. These units are made up of a portion of the pools of mutual funds held by Nationwide. The unit value is determined by the price of the underlying mutual funds and other factors which are recalculated daily. These mutual funds as presented on the Statement of Plan Net Assets are accounted for at fair value on a recurring basis as of December 31, 2022 at Level 2.

#### 4. Deposit and Investment Risks

##### A. Credit Risk and Interest Rate Risk

The plan's deposits and investments are currently governed by Title 20 of the Pennsylvania Consolidated Statutes, Chapter 73, entitled the Probate, Estates, and Fiduciaries Code, Section 7302, Fiduciaries Investments, act of June 30, 1972. This act allows the trustees of the plan to invest in securities which a prudent person of discretion and intelligence, who is seeking a reasonable income and preservation of capital, would buy. This discretionary authority, known as the "Prudent Person Rule", permits the selection of a variety of investments, allowing for diversity in the degree of risk and liquidity. Finally, there were no deposit or investment transactions during the year that were in violation of this state statute or the policy of the plan.

Credit risk for deposits and investments is the risk that an issuer or other counterparty to an investment will not fulfill its financial obligations. Generally, obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

During the year and as of December 31, 2022, the plan held no deposits and, therefore, was not subject to custodial credit risk, interest rate risk, or foreign currency risk in this area.

The plan's investment policy contains a number of investment objectives including the desire to maximize long-term returns through a combination of income and capital appreciation using sound investment practices. These objectives are intended to be achieved through a well-diversified portfolio consisting entirely of mutual funds selected from among the various asset classes in accordance with recognized asset allocation theory. As for the credit risk, the plan generally invests in money market funds and bond mutual funds with credit quality ratings of at least "A" according to either the Moody's, Standard & Poor's, or Morningstar rating system with average maturities of five years or less; however, in cases where the yield spread adequately compensates for additional risk, other ratings can be purchased to achieve a higher yield performance. Finally, the plan does not invest in individual securities, commodities, futures contracts, private placements, repurchase and/or reverse repurchase agreements, securities lending transactions, or hedge funds.

## Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

### Notes to the Financial Statements (continued)

#### 4. Deposit and Investment Risks

##### A. Credit Risk and Interest Rate Risk (continued)

During the year and at December 31, 2022, all of the plan's investments were in mutual funds under a custodial agreement with Nationwide Financial. These investments are covered by the Securities Investor Protection Corporation (SIPC). The SIPC does not protect against losses from the rise or fall in market value of the investment. It does, however, provide important protections against certain losses if a SIPC member fails financially and is unable to meet obligations to its securities customers.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Investments in external investment pools and in open-end mutual funds are not exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form. As a result, the investments held by the plan in open-end mutual funds and unallocated insurance contracts were not exposed to custodial credit risk or foreign currency risk.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

At December 31, 2022, the credit risk and interest rate risk of the plan's investments in debt securities (specifically, bond mutual funds), as measured by Morningstar, were rated as follows:

Investment	Fair Value	Average Credit Quality	Avg Eff Duration/ Avg Eff Maturity
Federated Hermes Total Return	\$ 195	AA-	05.7/08.3 years
Guggenheim Total Return	222	A	06.8/12.6 years
Janus Henderson Multi-Sector	167	Not available	04.2/05.4 years
John Hancock Bond	194	A	06.1/09.4 years
Legg Mason BW Corporate Credit	139	B+	03.6/05.6 years
Principal Short Term Income	83	A+	01.9/03.0 years
Voya Intermediate Bond	222	A+	06.4/10.0 years
	<u>\$ 1,222</u>		

## Castle Shannon Borough Non-Uniformed Defined Contribution Pension Plan

### Notes to the Financial Statements (continued)

#### 4. Deposit and Investment Risks (continued)

##### B. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. It is the policy of the plan that the investments shall be diversified with the intent to minimize the risk of large investment losses. Consequently, the plan's overall portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in investment funds specializing in individual issues, issuers, countries, governments or industries.

Except for any holdings in the specialty sectors, not more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation, and not more than 25% of stock valued at market may be held in any one industry category. Also, the fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. This does not apply to issues of the U.S. Treasury or other federal agencies.

At December 31, 2022, all of the plan's investments were held by Nationwide Financial.



Katie Stringent,

I am informing you of my resignation from Castle Shannon Borough. My last day will be May 12, 2023. It has been my sincerest pleasure to work here for 5 years +. Everyone here has been nothing but warm, welcoming and helpful from the start. I will treasure my time here. I wish everyone only the best!

  
Cheryl Salera

MR 1

# CASTLE SHANNON BOROUGH

## Complaints/Requests

Name: Nick Mastandrea

Address: 1330 Hamilton

Phone:

Subject: Raw Sewage in Storm Trench

At the Stream Clean up on Sat 4/22, Nick reported to Bob Ausman that raw sewage was present in the trench behind his property.

Received by: Bob

Date: 4/22/23

Completed By: Bob/Lori

Date: 4/25/23

On April 24<sup>th</sup>, Bob field viewed the area and found raw sewage pumping into a drainage swale at 1320 Hamilton Road due to land erosion exposing over 20' of sewer pipe. Bob called Soli Construction who also field viewed the area late Monday.

Soli determined that the sewer line needed moved 4' from the bank and required a new manhole installation. On April 25<sup>th</sup>, a temporary sewer line was installed to stop the flow of sewage into the swale. Soli Construction submitted a quote of \$84,150 for emergency sewer line replacement. The quote was reviewed by Lori, Jason Stanton, and Mark Heckmann and approved on an emergency basis.

MR 2

## Lori Miller

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**From:** Mark Heckmann <markheckmann@gmail.com>  
**Sent:** Tuesday, April 25, 2023 2:53 PM  
**To:** Lori Miller  
**Subject:** Re: FW: Castle Shannon Hamilton Road Quote - Sanitary Sewer Emergency Repair

Okay, let's proceed.

Mark

On Tue, Apr 25, 2023 at 2:52 PM Lori Miller <[lmiller@csboro.org](mailto:lmiller@csboro.org)> wrote:

Jason's response to the emergency sewer work.

Lori

---

**From:** Jason Stanton <[jstanton@lsse.com](mailto:jstanton@lsse.com)>  
**Sent:** Tuesday, April 25, 2023 2:02 PM  
**To:** Lori Miller <[lmiller@csboro.org](mailto:lmiller@csboro.org)>  
**Cc:** Katie Stringent <[kstringent@csboro.org](mailto:kstringent@csboro.org)>; Marco Marino <[mmarino@lsse.com](mailto:mmarino@lsse.com)>; Jacob Bajek <[jbajek@lsse.com](mailto:jbajek@lsse.com)>  
**Subject:** Castle Shannon Hamilton Road Quote - Sanitary Sewer Emergency Repair

Lori,

I hope this email finds you well.

In summary, we've reviewed the estimate dated April 25, 2023 from Soli Construction related to the sanitary sewer repair to the rear of Hamilton Drive.

We concur that the conditions encountered are of an emergency replacement nature requiring replacement of a 250 foot long section of sanitary sewer that has been structurally compromised, currently taking on surface water runoff with periodic discharge to the drainage swale to the rear of the properties.

If you have any questions or require additional information, please do not hesitate to call.

Regards,

Jason E. Stanton, P.E.

Managing Principal



846 Fourth Avenue

Coraopolis, PA 15108

(412) 264-4400

[www.lsse.com](http://www.lsse.com)

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**From:** Lori Miller <[lmiller@csboro.org](mailto:lmiller@csboro.org)>  
**Sent:** Tuesday, April 25, 2023 12:57 PM  
**To:** Jason Stanton <[jstanton@lsse.com](mailto:jstanton@lsse.com)>  
**Subject:** [EXTERNAL] FW: Castle Shannon Hamilton Road Quote

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's full email address and know the content is safe.

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**From:** Bob Ausman <[hossman1219@gmail.com](mailto:hossman1219@gmail.com)>  
**Sent:** Tuesday, April 25, 2023 11:44 AM  
**To:** Lori Miller <[lmiller@csboro.org](mailto:lmiller@csboro.org)>  
**Subject:** Fwd: Castle Shannon Hamilton Road Quote

MR 4

Sent from my iPhone

Begin forwarded message:

**From:** [soliconstruction@comcast.net](mailto:soliconstruction@comcast.net)  
**Date:** April 25, 2023 at 11:28:09 AM EDT  
**To:** [hossman1219@gmail.com](mailto:hossman1219@gmail.com)  
**Subject:** Castle Shannon Hamilton Road Quote

Good Afternoon,

Please find the attached quote for emergency sewer repair on Hamilton Road.

Thank you,

Teresa Brush

Office Manager

Soli Construction Inc.

120 Tropiano Lane

Irwin PA 15642

Phone 724-744-3337

Fax 724-744-2943

Email – [Soliconstruction@comcast.net](mailto:Soliconstruction@comcast.net)

Soli Construction Inc

Estimate

120 Tropiano Lane  
 Irwin, PA 15642

Date	Estimate #
4/25/2023	23

Name / Address
CASTLE SHANNON BOROUGH 3310 MCROBERTS ROAD CASTLE SHANNON, PA 15234

Project

Description	Qty	Rate	Total
CASTLE SHANNON- HAMILTON ROAD EMERGENCY SEWER REPAIR			
EXCAVATE AND INSTALL NEW SANITARY SEWER AND ONE MANHOLE AND TIE INTO EXISTING MANHOLES.			
8" SDR 35 SEWER PIPE/LF	250	225.00	56,250.00
INSTALL NEW MANHOLE/EA	1	7,500.00	7,500.00
RECONNECT LATERALS/EA	4	600.00	2,400.00
CONNECT TO EXISTING MANHOLES/EA	2	750.00	1,500.00
PRE CCTV TO LOCATE EXISTING LATERALS		1,500.00	1,500.00
RESTORATION- REMOVE ACCESS DIRT AND DEBRIS- TOP SOIL AND SEED		15,000.00	15,000.00
		<b>Total</b>	\$84,150.00

*MR 6*

# VOTING DELEGATES - Deadline May 19, 2023

Each member borough in good standing with the Association shall appoint a Voting Delegate for the purpose of electing the Officers of the Association and voting on proposed resolutions and policies.

Borough council **must approve** the individual appointed to serve as the Voting Delegate as well as an Alternate Delegate (in case the primary appointment cannot participate in the election and voting during the annual conference). Per the PSAB Constitution, these names must be provided to the PSAB Executive Director by May 19, 2023.

The election of Officers will be held Tuesday, June 6 between 9 a.m. and 2 p.m. and voting on proposed resolutions and policies will occur during the Closing Business Meeting on Wednesday, June 7. These two activities help to shape the leadership and policy platform of the Association. Participation in this process is an essential role that borough officials play in guiding the future of PSAB.

ALL VOTING DELEGATES MUST BE REGISTERED TO ATTEND THE ANNUAL CONFERENCE.

Borough of: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Signature of the Borough Secretary, Manager, or President of Council)

Date: \_\_\_\_\_

Borough Address: \_\_\_\_\_

Borough Email: \_\_\_\_\_

OUR VOTING DELEGATE WILL BE: \_\_\_\_\_  
(Name) (Title)

OUR ALTERNATE WILL BE: \_\_\_\_\_  
(If Applicable) (Name) (Title)

**The Voting Delegate form must be returned no later than Friday, May 19, 2023.** You can return this form in any of the following 3 ways -

**Mail:** PSAB, 2941 North Front Street  
 Harrisburg, PA 17110

**Fax:** 717-236-8164

**Email:** mmiller@boroughs.org



*mmr 7*



REVISED March 24, 2023

Ms. Katie Stringent  
Borough Manager  
Castle Shannon Borough  
3310 McRoberts Road  
Castle Shannon, PA 15234  
Via email: [kstringent@csboro.org](mailto:kstringent@csboro.org)

Subject: **RACP Funded Streetscape ('Phase Two') Design Services Proposal  
Transit Station Improvements and Accessibility Path Initiatives ('Streetscape')  
Castle Shannon Borough, Pennsylvania**

Dear Katie:

KU Resources, Inc. (KU Resources), along with WNA Engineering (WNA), our electrical engineer, and Traffic Engineers Trans Associates (TA), appreciates being considered to provide design services for the design and construction inspection of Phase Two of the Castle Shannon Streetscape. We hereby present Castle Shannon Borough (the Borough) with the following proposal to provide Project Engineering Services for this phase of the Castle Shannon Streetscape Project (Project) as requested.

We understand that the borough has received additional streetscape funding from the PA Redevelopment Assistance Capital Program (RACP). The proposed Phase Two design would be consistent with the first phase of the project to maintain continuity throughout the Borough. As required by the nature of the project, we have included coordination with other entities that may have an impact on the project. We have also included assistance by KU Resources' Community Economic Development team for ongoing assistance with the municipality in coordination of the RACP funding and administration.

We have prepared the following scope of work and fee based upon our current understanding of the Project objectives, our project discussions with Borough representatives, the Opinions of Probable Construction Costs that we have coordinated with the Borough, our long-term relationship with the Borough and the Project, and our team's experience with similar streetscape and PennDOT projects. The following is our detailed assessment of the scope and the resultant fees thereof.

## SCOPE OF WORK

### TASK 1.0 TOPOGRAPHIC SURVEY (*this work has been completed*)

1. KU Resources will conduct a new Existing Conditions and Topographic Survey of the project areas at Castle Shannon Boulevard (north and south side of the road), from Myrtle Avenue to the entrance of the Shop-N-Save including the east side of the entrance to the Ice Castle. Note that Park Avenue has already been surveyed previously. The following services will be performed and will be used to develop the project Bidding Documents.
  - a. Use conventional survey practices to locate physical features on the subject premises, including but not limited to, buildings, roads, driveways, signs, fences, walls, utility poles, fire hydrants, limits of wooded areas, trees six inches (6") dia. or larger, manholes, inlets and drainage structures, visible underground utility structures, and other visible and accessible improvements and natural features.
  - b. Place a PA One-Call for the proposed site to obtain a list of utilities that have existing facilities within and adjacent to the project site.
  - c. Show spot elevations expressed to the nearest hundredth of a foot (0.01') on hard surfaces and nearest tenth of a foot (0.1') on soft surfaces, where appropriate.

MR. S



- d. Show spot elevations at street intersections and along curbs, sidewalks, and edges of paving grade.
- e. Obtain finished floor elevations for each structure near the right-of-way.
- f. Horizontal control will be based on magnetic north on state plane coordinate system.
- g. Establish permanent benchmarks on the site. The benchmarks will be shown on the plan and will include the description and elevation to the nearest hundredth of a foot (0.01') along with the location. Elevations will be tied to the National Geodetic Vertical Datum of 1988 (NGVD88).
- h. The plan will be prepared in AutoCAD 2019, or newer, format.

### **TASK 2.0 RACP ADMINISTRATION AND COMPLETENESS SERVICES**

1. KU Resources' Community Economic Development Dept. manager, Mark Patrick, will continue to assist the Borough with the administration of the RACP Funding. As requested, Mark will take the lead in coordinating the funding administration. He has assembled the following scope after coordination with the funding consultant:
  - a. Pre-Contract Services (15 hours estimated)
    - i. Meetings/Interactions with Office of the Budget Consultant (Dave Williamson)
    - ii. Gathering Submission of Required Documents
    - iii. Special Conditions Preparation and Submission
    - iv. Consulting as needed with Castle Shannon
  - b. RACP Compliance Services During Construction (30 hours estimated)
    - i. Verify receipt of match and interim funding, monitor the bidding and contract award process, review project costs, cash flow and schedule.
    - ii. Competitive Bidding Requirements under the Pennsylvania Capital Facilities Debt Enabling Act
    - iii. Pennsylvania Steel Products Procurement Act
    - iv. Pennsylvania Trade Practices Act
    - v. Pennsylvania Public Works Contractors' Bond Law
    - vi. Pennsylvania Prevailing Wage Act
  - c. RACP Grant Closeout Services (10 hours estimated)

### **TASK 3.0 DEVELOP BIDDING DOCUMENTS**

1. KU Resources will develop Bidding Documents using the existing Construction Drawings, new Construction Drawings, and new surveys per the recent discussions with Borough to establish project limits and construction costs. Bidding Documents will be similar in character and organization to the Phase One Bidding Documents.
2. It is understood that since this project is being coordinated with PennDOT via an existing Highway Occupancy Permit (HOP), not via their online ECMS system, that the Construction Drawings will not need to be formatted into standard PennDOT drawing format.
3. KU Resources will oversee, review, and coordinate subconsultants' design work within the overall Bidding Documents.
4. We will develop Project Specifications as follows that will be similar to the Project Manual used for Phase One:
  - a. Front End Documents, Division One Specifications, General Conditions, and Contract Forms that were previously reviewed and approved by the Borough's solicitor.
  - b. Technical Specifications as required for bidding.



#### **TASK 4.0 ELECTRICAL ENGINEERING and SITE LIGHTING DESIGN**

1. Electrical engineering services will include design for an electrical service and power distribution for streetscape lighting. Services to be provided by WNA Engineering for this project include the following:
  - a. Code investigation for proposed work
  - b. Determine project electrical requirements.
  - c. Coordination with site civil engineer and electric company as required for new electrical service.
  - d. Develop lighting circuitry including photometric design for review by the municipality.
  - e. Provide specifications on the electrical drawings, and sealed Permit and Construction Drawings to meet PA UCC suitable for bidding.
  - f. ComCheck Energy Compliance report for Electrical/Lighting Equipment
  - g. The electrical drawings will also show the empty conduits for the surveillance phone systems (in the same trench as the light conduits) as coordinated with the Borough and the Borough's security consultant. Design of phone wires/conductors, phone system design and installation etc., are by others and are not in this contract. Coordination of the phone system layout will be by KU Resources, who will coordinate the plan edits with the project electrical engineer.  
NOTE: Any electrical review fees are by others if applicable.
  
2. Services to be provided during the Design process, Bidding, and Construction Administration:
  - a. Telephonic and email coordination communications during the design process
  - b. Attend (3) design team meetings, in Pittsburgh, PA or nearby, for scope detail definition, coordination.
  - c. Answer questions electronically during bidding
  - d. Shop drawing review
  - e. (3) site meetings during construction / answer questions during construction
  - f. Provide one punch list and report

#### **TASK 5.0 TRANSPORTATION ENGINEERING -TRAFFIC CONTROL PLAN (TCP)**

1. The TCP scope of work will be coordinated by TA, KU Resources' transportation engineering subconsultant and was developed based upon conversations with KU Resources, the Borough, the provided TCP limits sketch, and TA's experience with similar projects.
2. The TCP will address the protection and operation of vehicular (including construction and private vehicles) and pedestrian traffic within the project area during construction. The plans will be presented on 22" x 34" sheets and will be in accordance with PennDOT Publication 213, Temporary Traffic Control Guidelines.
3. The Castle Shannon Boulevard improvements will be addressed by the TCP, as it is understood that a TCP will not be required for the work at Park Avenue.
4. TA will work with the Borough to discuss acceptable means of construction and potential closures/detours. It is not anticipated that a vehicular detour would be needed along Castle Shannon Boulevard or Park Avenue; however, the lane arrangements and lane widths may be altered along Castle Shannon Boulevard.
5. Pedestrian detours will be utilized while a portion of the sidewalk is under construction. TA anticipates the detours to be the alternate side of the street and will phase the construction in a manner that does not close both sidewalks along Castle Shannon Boulevard. No closures of the PRT station access or coordination with PRT is anticipated.
6. The TCP will identify any required temporary on-street parking removal, relocated loading zones, crosswalk closures, and pedestrian detours. The TCP will also specify working hours and any restrictions to short-term sidewalk/lane closures, as needed. Construction gates, barriers, channelizing devices, and the appropriate temporary signage/pavement markings will be shown on the plans.

7. The TCP, once completed, will be submitted to the Borough for review. Once reviewed by the Borough, it is not anticipated that any additional reviews will occur. If PennDOT reviews and comments are to be addressed, those can be completed under a supplemental proposal.
8. TA will be available to meet with the Borough to discuss the plans and any comments they may have. TA will revise the plans to address all the comments received. For the purposes of this proposal, it is assumed one meeting will be needed and one round of comments will be addressed.
9. Once plans are approved, a final set of plans will be submitted for construction. A public meeting is not anticipated by this proposal.
10. TA will be available throughout the project to provide construction consultation services. For the purposes of this proposal, TA assumes two (2) field meetings for a total of 4 person hours. Additional meetings can be attended under a supplemental proposal.

#### **TASK 6.0 PROJECT COORDINATION WITH OUTSIDE ENTITIES**

1. KU Resources will coordinate the progress on the streetscape Bidding Documents with PennDOT, as required, as Castle Shannon is a state-maintained roadway that is expected to be improved. We will review the current HOP with them to review this phase of the project and confirm any additional bidding requirements. Since the scope of service required for this effort cannot be determined at this time, we have allocated (10) twenty hours of a senior project manager to complete this work. If the work is expected to exceed this allocation, we will coordinate with the Borough for additional services at the hourly rate for the staff assigned to this project.
2. KU Resources will coordinate the progress on the streetscape Bidding Documents with the Castle Shannon Police Chief and the Borough's surveillance camera vendor to coordinate the location new cameras, conduits, and junction boxes within the streetscape improvements. It is understood that the pulling of conductors, camera installation, final power, and/or communication connections are by the vendor and are not in this scope service. Since the scope of service required for this effort cannot be determined at this time, we have allocated (20) twenty hours of a senior project manager to complete this work. If the work is expected to exceed this allocation, we will coordinate with the Borough for additional services at the hourly rate for the staff assigned to this project.

#### **TASK 7.0 BIDDING SERVICES**

1. KU Resources will develop the Advertisement to Bid/Invitation to Bidders and prepare the Bidding Documents for Bidding. We will provide electronic copies of Bidding Documents to interested bidders at our direct cost.
2. We will advertise the project for bidding; two (2) days advertising was provided for Phase 1 and is what has been estimated for this phase. The cost for advertising will be a direct expense charge to the Borough. We have estimated the advertising cost at \$3,000.00, which is included in the fees herein.
3. We will attend and coordinate (1) one Pre-Bid Meeting at the Borough including a project walk-through.
4. KU Resources we will receive the bids, tabulate the bids, and assist the Borough with the vetting and selection of a contractor to perform the work in accordance with the Bidding Documents.
5. KU Resources will create and coordinate an Owner-Contractor Contract for Construction as required by the Borough and/or PennDOT. Any contract will be subject to review and revisions by the Borough solicitor.

#### **TASK 8.0 CONSTRUCTION ADMINISTRATION SERVICES**

1. KU Resources will review shop drawings and submittals, checking for conformance with the design concept of the project and compliance with the information given required in the Bidding Documents.

2. KU Resources will coordinate Contractor Request for Information with the Contractor and the Borough as required.
3. KU Resources will review, revise, reject, and/or approve Change Order Requests, Payment Applications, and Certificates of Completion received from the Contractor.
3. We have estimated that the construction schedule will be a 6-month duration; therefore, we have accounted for a 6-month duration for our Construction Administration services. KU Resources will attend a Job Conference at the project site every weeks (25 meetings total) to review work in progress with the Contractor, Construction Inspection Services, and Borough. If the Contractor's construction schedule is in excess of 6 months, (or if the actual work duration exceeds 6 months) we will coordinate with the Borough for additional services at the hourly rate for the staff assigned to this project.

#### **TASK 9.0 MEETINGS AND CONSULTATIONS**

1. KU Resources will attend unforeseen meetings, conference calls, online meetings, etc. pertinent to the Project in addition to meetings listed herein. Meetings under this task include, but are not limited to, Borough meetings, consultant meetings for coordination of work, meetings with state/county/local governmental agencies to secure/confirm design review and approval, meetings with Allegheny County Conservation District, etc., and any other relevant meetings necessary to secure the overall completion of the project. Due to the variable nature of this task, KU Resources has budgeted \$2,500.00 for this task. Should expenditures approach the established budget, KU Resources will notify the Borough prior to exceeding the budgeted amount.

#### **TASK 10.0 CONSTRUCTION INSPECTION SERVICES**

1. Since the RACP funding source does not require a third-party construction inspector, KU Resources' in-house Construction Support Services Dept. will provide construction inspection services, based on the assumed 6-month construction duration. If the construction duration exceeds this, we will coordinate with the Borough for additional services at the daily rate for the staff assigned to this project if required. We will provide the following:
  - a. Five (5) days on site, spread out through the estimated construction duration, for a certified American Concrete Institute (ACI) concrete technician who will collect concrete sample cylinders for testing by a local laboratory to provide concrete strength test breaks at 7- and 28-day breaks. Test results will be provided to KU Resources' Project Manager for review, who will share the information with the Borough as required.
  - b. Field test will include concrete slump and temperature and air content and will be documented and reviewed by the Project Manager.
  - c. An estimated 60 concrete test cylinders will be collected for lab testing.
  - d. The technician will also be APNGA Portable Nuclear Gauge certified to inspect and test the compaction of subgrade and compacted aggregate bases. Compaction testing will coincide with the days that the concrete tests are collected.

#### **EXPENSES**

In consideration of the services performed by KU Resources and our consultants in accordance with this Agreement, these services shall be provided on a lump-sum basis with a cost of one-hundred twenty-nine thousand three hundred and twenty dollars (**\$149,320.00**). Reimbursable expenses are included in these fees.

**FEE CHART**


TOPOGRAPHIC SURVEY	\$ 8,580.00
GRANT FUNDING SUPPORT and ASSISTANCE	\$ 10,300.00
DEVELOP BIDDING DOCUMENTS	\$ 40,000.00
ELECTRICAL ENGINEERING	\$ 28,270.00
TRANSPORTATION ENGINEERING	\$ 8,000.00
COORDINATION WITH OUTSIDE ENTITIES	\$ 5,670.00
BIDDING SERVICES (including Advertising Allowance)	\$ 10,000.00
CONSTRUCTION ADMINISTRATION SERVICES	\$ 26,000.00
CONSTRUCTION INSPECTION SERVICES	\$ 10,000.00
MEETINGS AND CONSULTATIONS	\$ 2,500.00
<b>TOTAL FEE:</b>	<b>\$149,320.00</b>

The work outlined in this proposal, as well as any requested additional work not included in the present scope, will be in accordance with the attached KU Resources' attached Terms and Conditions.

KU Resources and our consultants appreciate the opportunity to submit this proposal for your review and consideration. We look forward to continuing to work with the Borough to realize this ongoing exciting project. If this Proposal is acceptable, please sign where indicated below and return one executed copy for our file (email is acceptable) and retain one for your records. Note that upon execution of this agreement, the original Phase Two Streetscape Contract (date August 10,2020) will be voided, and this revised agreement will take precedence. A follow up letter from KU Resources will confirm the cancellation of the original contract and will coordinate the amount of unused fees with the Borough.

Should you require additional information, please do not hesitate to contact me.

Respectfully submitted,



David H. Hohman, PLA, ASLA, LEED AP  
Senior Project Manager/Senior Landscape Architect  
Cell: 412-352-2938

DHH/cak

Attachment

REQUESTED AND AUTHORIZED BY:

**Castle Shannon Borough**

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

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

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

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

**KU RESOURCES, INC.  
GENERAL TERMS AND CONDITIONS FOR SERVICES**

The terms and conditions set forth below govern all work or services requested by CLIENT as described and set forth in the Proposal of KU Resources, Inc. ("Company") attached hereto, and the Purchase Order issued by CLIENT or Agreement between Company and CLIENT ("Agreement"). The provisions of said Proposal or Agreement govern the scope of services to be performed, including the time schedule, compensation, and any other special terms. The terms and conditions contained herein shall apply unless expressly stated to the contrary or inconsistent with said Proposal or Agreement.

**1. COMPENSATION**

Unless otherwise stated in the Proposal or Agreement, CLIENT agrees to compensate Company in accordance with Company's published rate schedules in effect on the date when the services are performed. Copies of the schedules currently in effect are attached hereto. Company's rate schedules are revised periodically. Company's published labor rates will apply to all full-time, part-time and temporary employees or independent contractors used by Company to perform such services.

**2. INVOICES AND PAYMENT**

Invoices normally will be submitted monthly and payment is due within thirty (30) days of the invoice. Subcontractor billings will be billed as received and payable upon presentation. Payment of invoices shall be in U.S. dollars.

CLIENT shall notify Company within thirty (30) days of receipt of invoice of any charges associated with the invoice that CLIENT disputes and contends that CLIENT does not owe to Company. If CLIENT so notifies Company, and if only a portion of the invoice is disputed, CLIENT shall pay the undisputed portion within thirty (30) days or such portion shall be deemed delinquent. Any charges disputed by CLIENT in good faith will not be deemed delinquent. However, should Company have to resort to legal action to collect disputed charges and Company is successful in such action, then Company will be entitled to collect interest at the rate of 1-1/2% per month on the collected disputed charges beginning thirty (30) days after receipt by CLIENT of the invoice first containing the collected disputed charge.

CLIENT may be charged interest at the rate of 1-1/2% per month on the unpaid balance on all delinquent invoices.

In the event that CLIENT terminates or suspends Company's services or work prior to completion, CLIENT shall pay, upon demand by Company, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent.

All costs and expenses, including outside legal fees and Company's technical and legal personnel costs, reasonably incurred by Company to successfully collect charges associated with delinquent invoices or which are in dispute between CLIENT and Company, shall be paid by CLIENT. CLIENT shall also pay Company's legal costs and expenses related to any other lawsuit between CLIENT and Company regarding these terms and conditions in which the Company is ultimately successful.

Company reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days written notice to CLIENT, in the event CLIENT fails to pay Company's invoices to CLIENT when due and payable under this Agreement or if, in the Company's opinion, CLIENT's financial condition or other circumstances do not warrant Company's continuing performance of its work or services hereunder.

**3. INDEPENDENT CONTRACTOR**

Company shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of CLIENT.

**4. COMPANY'S LIMITED WARRANTY**

The sole and exclusive warranty which Company makes with respect to the services to be provided in the performance of the work is that they shall be performed in accordance with generally accepted professional practices and CLIENT'S standards and specifications to the extent disclosed to and accepted by Company.

Claims for defects, deficiencies, errors or omissions or any other claims of CLIENT must be made in writing no later than one hundred eighty (180) days after completion of the work and within thirty (30)

days of CLIENT'S discovery of the alleged defect, deficiency, error or omission or other claim. In the event Company's performance of the work, or any portion thereof, fails to conform with the above stated limited warranty, the Company shall, at its discretion and its expense, proceed expeditiously to reperform the nonconforming work, or upon the mutual agreement of the parties, refund the amount of compensation paid to Company for such nonconforming work. In no event shall Company be required to bear the cost of gaining access in order to perform its warranty obligations.

Company's liability for nonconforming work shall be limited to the correction of such nonconforming work as provided herein to the extent of the contract price and shall be subject to the provisions of Section 7 below. Correction of any defect of nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all such liabilities of Company whether the claims of CLIENT are based on contract, in tort (including negligence or strict liability) or otherwise with respect to or arising out of the work.

The foregoing warranties are exclusive and in lieu of all other warranties and, except as set forth above, Company makes no warranty, expressed or implied, in fact or in law, and no other warranty of any kind, whether statutory, written, oral, expressed or implied (including warranties of fitness for a particular purpose or merchantability) shall apply to the work. The remedies provided above are CLIENT'S exclusive remedies for any failure of Company to comply with its obligations.

#### **5. CLIENT WARRANTY**

CLIENT warrants that: it will provide to Company all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; it will provide all licenses and permits required of it in order for Company to perform the work; that all work which it performs shall be performed in accordance with generally accepted professional practices; and it has title to or will provide right of entry or access to all property necessary to perform the work.

#### **6. INDEMNITY**

Subject to the limitations of Section 7 below, Company agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, claims, suits and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (I) Company's breach of warranties or other provisions hereunder or (ii) negligence or willful misconduct on the part of Company in performing services hereunder.

CLIENT agrees to indemnify and hold harmless Company (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, claims, suits and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligent or willful misconduct of Company; or (ii) any breach by Company of any warranties hereunder.

#### **7. LIMITATION OF LIABILITY**

Company, its officers, agents, or employees, or its subcontractors, shall not be liable to CLIENT for any indirect, special, incidental or consequential losses, damages, or expenses whatsoever, including, but not limited to personal injury, loss of use or non-operation of any CLIENT'S plant or property, loss of profits, costs to repair or replace any of CLIENT'S property, loss of use of or damage to the property of a third party, increased expenses of operations, penalties, fines, clean up costs or decline in value of stock caused by or resulting from the performance or nonperformance of the services or work, or the use of any resultant report, data, or other information.

Company's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, Company's negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Company. This provision limiting Company's liability shall survive the termination, cancellation or expiration of any contract and the completion of services thereunder. Any legal costs arising three (3) years after completion of Company's services to defend third party claims made against Company in connection with such services will be paid in full by CLIENT.

#### **8. CONFIDENTIALITY**

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, inventions and/or computer programs, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with work or services performed under this Agreement, and shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall it be interpreted as preventing either Company or CLIENT from disclosing and/or using said information or data: (i) when the information or data is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information or data is generally available to the public without the receiving party's fault; or (iii) where the information or data is obtained or acquired in good faith at any time by the receiving party from a third party who has the right to disclose such information or data; or (iv) where a written release is obtained by the receiving party from the transmitting party; or (v) as required by law.

#### **9. FORCE MAJEURE**

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts or omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay.

The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected, and the anticipated length of time during which performance will be prevented or delayed, and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within CLIENT'S discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed.

Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of CLIENT.

#### **10. NOTICE**

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, facsimile, wire, or mail, to the address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.



**11. ASSIGNMENT/SUBCONTRACT**

Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto except as herein otherwise provided. Company shall have the right to subcontract any portion of the work. Subject to the foregoing limitation, the Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

**12. ESTIMATES**

To the extent the work requires Company to prepare estimates (for example, estimates for the cost of construction, financing, acquisition of land or rights-of-way), such estimates shall be prepared in accordance with good engineering practice and procedure. However, Company has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Company does not guarantee the accuracy of such cost estimates as compared to actual costs or contractors' bids.

**13. MODIFICATION**

In the event modifications and/or changes are requested by CLIENT after services have been performed, which modifications and/or changes are through no fault of Company, or in the event additional work not covered by the Agreement is requested by CLIENT, Company shall have the right to review such requests and notify CLIENT of the effect on price, schedule or any other obligations assumed by Company under this Agreement. Subject to the availability of required resources and on a schedule compatible with Company's other schedules and commitments, Company shall initiate work on any such changes.

**14. DELAYED AGREEMENTS AND INFORMATION**

The performance by Company of its obligations under this Agreement depends upon CLIENT performing its obligations in a timely manner and cooperating with Company to the extent reasonably required for completion of the work.

Delays by CLIENT in providing information or approvals or performing its obligations set forth in this Agreement may result in an appropriate adjustment of contract price and schedule.

**15. CONSTRUCTION PHASE**

To the extent the work is related to or shall be followed by construction work not performed by Company, Company shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with the contract documents.

**16. REPORTS, DOCUMENTS, AND INFORMATION**

All field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Company in performance of the work shall remain the property of Company. If required as part of the work, Company shall prepare a written report addressing the items contained in the work including the test results. Such report shall be the property of CLIENT. Company shall be entitled to retain three (3) copies of such report for its internal use and reference. All drawings and documents produced under the terms of this Agreement are the property of Company, and cannot be used for any reason other than their intended purposes.

**17. LIMITED USE OF REPORT**

Any report prepared as part of the work will be prepared solely for the use of CLIENT. Third parties are not to rely upon the report, unless both Company and CLIENT consent in writing to such reliance.

**18. SAMPLE MANAGEMENT**

Ownership of all samples obtained by Company from the project site is maintained by CLIENT. Company will store such samples in a professional manner in a secure area for the period of time necessary to complete the project. Upon completion of the project, Company will return any unused samples or portions thereof to CLIENT or, at Company's option, dispose of the samples in a lawful manner and bill CLIENT for all costs related thereto. Company will normally store samples for thirty (30) days.

**19. RECOGNITION OF RISK**

CLIENT recognizes and accepts that the work to be undertaken by Company may involve unknown conditions and hazards and that the results of Company's services cannot be guaranteed. CLIENT further recognizes that environmental, geologic, hydrological, and geotechnical conditions can and may vary from those encountered by Company at the times and locations where it obtained data and information, and that limitations on available data results in some uncertainty with respect to the interpretation of these conditions, despite the use of due professional care by Company. CLIENT recognizes that the performance of services hereunder or the implementation of recommendations made by Company may unavoidably alter the existing site conditions and affect the environment in the area being studied.

**20. CONTAMINATED MATERIAL**

It is understood and agreed that Company is not, and has no responsibility as, a generator, operator, owner, treater, storer, or disposer of pre-existing substances or wastes found or identified at work sites. Company shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Company has or had title to such materials.

CLIENT will indemnify and hold harmless Company from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Company as a generator, operator, storer, treater, owner, or disposer of pre-existing substances or wastes found or identified at work sites.

**21. SUSPENSION OR TERMINATION**

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Company shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to noncancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

**22. GOVERNING LAW**

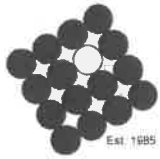
This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

**23. HEADINGS AND SEVERABILITY**

Any heading preceding the text of sections hereof is inserted solely for convenience of reference and shall not constitute a part of the Agreement and shall not affect the meanings, content, effect, or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**24. ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire Agreement and understanding of the parties relating to the work or services provided by Company to CLIENT, and merges and supersedes all prior agreements, commitments, representations, writings and discussions between them and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by written instrument signed by both parties.



# LSSE

Civil Engineers and Surveyors

HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA

**MANAGING PRINCIPALS**

Kevin A. Brett, P.E.  
Ned Mitrovich, P.E.  
Jason E. Stanton, P.E.

April 21, 2023

S. O. No. 253-

**VIA EMAIL ONLY**  
**(kstringent@csboro.org)**

Ms. Katie M. Stringent, Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Service Order Authorization  
Phase 2 – Street Scape Program  
Design and Construction Phase Services**

Dear Ms. Stringent:

Lennon, Smith, Souleret Engineering, Inc. (LSSE) is pleased to provide this Service Order Authorization (SOA) for the Borough's consideration.

The scope of work generally supports the Borough in the second phase (Phase 2) of the Streetscape Program including concrete sidewalks, other street scape elements including planters, curbs, street trees, cross-walks, site furniture, lighting, sections of guiderail etc. generally along:

1. North side of Castle Shannon Boulevard (from the termini of the Phase 1 Streetscape Program at Myrtle Avenue to Shop-n-Save entrance);
2. South side of Castle Shannon Boulevard (from the Willow Port Authority (PAT) tracks to and including the Ice Castle Entrance); and
3. Park Avenue Improvements (both sides from Castle Shannon Boulevard to Myrtle Avenue).

Our proposed scope of work includes tasks identified in the attached Design Project Terms and Conditions and the SOA form attached.

LSSE appreciates the opportunity to be of continued service to Castle Shannon Borough. Approval of the SOA and receipt of the attached signed form will serve as our Notice to Proceed.

*MR 19*

**OFFICES IN:** Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200	150 Pleasant Drive, Suite 204 Aliquippa, PA 15001 (412) 264-4400 Fax: (412) 264-1200	10560 Walnut Street Albion, PA 16401 (814) 756-4384 Fax: (814) 756-5638	4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057 Fax: (412) 264-1200	5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661
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Ms. Katie M. Stringent, Borough Manager  
Borough of Castle Shannon  
April 21, 2023  
Page 2

Should you have any questions or require additional information, please contact me directly.

Sincerely,



Jason E. Stanton, P.E.  
Managing Principal

JES:aeg

Attachments

MR 20

# Service Order Authorization

April 21, 2023

		Fee Basis	Estimate
<b>Service Order Number:</b>	253-		
<b>Description:</b>	Phase 2 – Street Scape Program Design and Construction Phase Services		
<b>Scope of Services and Basis of Compensation:</b>	1. Supplemental Topographic Survey and Base Mapping	Per Diem	\$ 7,900.00
	2. Design (Including Civil, Electrical and Transportation (Maintenance and Protection of Traffic Planning)	Per Diem	\$ 73,900.00
	3. Bidding Phase Services	Per Diem	\$ 8,900.00
	4. Permitting Services	Per Diem	\$ 12,900.00
	5. RACP Grant Funding Support (as required)	Per Diem	\$ 2,900.00
	6. General Project Services <sup>(1)</sup>	Per Diem	\$ 24,900.00
	7. Part Time Resident Project Representative <sup>(1)</sup>	Per Diem	\$ 14,900.00
	<b>TOTAL</b>		

<sup>(1)</sup> Assumes six-month construction schedule and one, part-time resident project representative, two days per week at four hours per day.

NOTE: Reimbursable expenses are not included in the cost. Reimbursable expenses will be billed at cost plus 10% and include copies, mileage and reproduction.

I, Katie M. Stringent, Manager, authorize LSSE to proceed with the Engineering Services listed above, in accordance with the Terms and Conditions of the Engineering Services Agreement executed by the Borough and the attached Design Terms and Conditions.

\_\_\_\_\_  
Katie M. Stringent, Manager  
Borough of Castle Shannon

\_\_\_\_\_  
Date

MR 21

## DESIGN PROJECT TERMS AND CONDITIONS

### Project Description

The construction scope of work of this project was generally identified in the LSSE letter dated April 21, 2023.

Following is a general description for each LSSE task:

Task 1: Supplemental Topographic Survey and Base Mapping –LSSE will provide supplemental field topographical surveys as required to prepare construction drawings at a scale approvable by PennDOT as described in Section 2.2 below. Task also includes formatting of base mapping (date of photograph is February 15, 2006) and importation of supplemental topographic information as required to prepare construction drawings as described in Section 2.2 below. Court house research required establishing right-of-way and/or property information, property plotting and Road Right-of-Way Plat plotting are also included in this task. LSSE will prepare preliminary and final Pennsylvania One Calls in accordance with PA One Call requirements.

Task 2: Design (Including Civil, Electrical and Transportation (Maintenance and Protection of Traffic Planning)) - Preparation of construction drawings, contract documents and technical specifications as described in Section 1 below.

Task 3: Bidding Phase Services - Provide bidding phase services described in Section 1.3 below.

Task 4: Permitting Services – LSSE to provide permitting services including preparation of an Erosion and Sedimentation Control Plan. Permit application fees as may be required are the responsibility of the Owner. The Borough's existing Phase I Streetscape Plan Highway Occupancy Permit will be utilized for Phase II, therefore it is anticipated that PennDOT coordination will be minimal.

Task 5: RACP Grant Funding Support – LSSE will provide grant funding support on an as-needed, as requested basis coordinating with the Borough Manager and Main Street Manager.

Task 6: General Project Services During Construction - Provide construction phase professional services described in Section 1.4 below.

Task 7: Part-Time Resident Project Representative Services - Provide resident project representative services during construction as described in Section 2 below and the Duties and Responsibilities of the Resident Project Representative description contained in the annual Engineering Services agreement.

MR 22

**Engineers Services:**

The Engineers Services on this Project are fully described as follows:

**Section 1 - Scope of Work**

The **ENGINEER** will perform engineering services for the preparation of the design in accordance with the requirements set forth as follows:

- 1.1 The **ENGINEER** will consult the **OWNER** concerning the necessity of obtaining specialized services from others.
- 1.2 The **ENGINEER** will perform project design services and will deliver to the **OWNER** Final Construction Plan drawings, contract documents, and technical specifications, which drawings, documents, and specifications shall show the character and scope of work to be performed by the contractors on the project(s) together with specifications in connection therewith, prepare probable construction cost estimates, proposal forms to include Bilt Rite certification, notices to bidders, and assist in the preparation of the contract documents for construction of the improvements described herein. Cost estimates prepared for construction and financing shall be made in accordance with good engineering practices. However, the **ENGINEER** does not guarantee the accuracy of such construction cost estimates when compared to actual costs or contractors' bids since the **ENGINEER** has no control over construction costs, competitive bidding, and market conditions or financing costs.
- 1.3 After the **OWNER** has given authorization to proceed with the bidding phase, the **ENGINEER** will assist the **OWNER** in the bidding procedure by providing any necessary copies of the Plans and Specifications, attend bid opening, tabulate bids, and prepare a bid report with recommendations for award.
- 1.4 During the construction phase of the project which will commence with the award of the construction contract and end upon the written approval of final payment by the **ENGINEER**, the **ENGINEER** will provide general project services as construction progresses, which services will include the following:
  - a. General engineering observation of the work of the contractors as construction progresses.
  - b. Interpretation of the intent of the drawings and specifications to protect the **OWNER** against defects and deficiencies in construction on the part of the contractors. The **ENGINEER** will not, however, guarantee the performance by any contractor.
  - c. Advise and consult with the **OWNER** as its representative with all of the **OWNER's** instructions to the contractor issued through the **ENGINEER**.
  - d. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract

documents, and during such visits and on the basis of his on-site observations will keep the **OWNER** informed of the progress of the work, endeavor to guard the **OWNER** against defects and deficiencies in the work of the contractors, and disapprove or reject work when it fails to conform to the contract documents, the **ENGINEER** will not, however, be responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.

- e. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with information given in the contract documents.
- f. Prepare routine change orders as required.
- g. Determine the amount owed to the contractor and approve in writing periodic payments to be made to the contractor by the **OWNER**.
- h. Conduct inspections to determine if the project is substantially complete, and final inspections to determine if the project has been completed in accordance with the contract documents and the contractor has fulfilled all of his obligations so that the **ENGINEER** may approve, in writing, final payment to the contractor.

In providing the services enumerated herein the **ENGINEER** shall not be responsible for the acts or omissions of the contractors, subcontractors, their agents or employees, or any other persons performing any of the work under the construction contract. The construction means, methods, techniques, procedures, and sequences of construction as well as security and safety precautions and programs required to perform the work in a safe manner shall remain the sole responsibility of the contractor(s) performing the work.

## Section 2 - Additional Services

- 2.1 If authorized by the **OWNER**, the **ENGINEER** will furnish one (1) or more full-time Resident Project Representatives to be directed by the **ENGINEER** in order to provide more extensive representation at the project site, but the furnishing of such Resident Project Representation shall not make the **ENGINEER** responsible for contractor's failure to perform the construction work in accordance with the contract documents. The Resident Project Representative shall perform services as defined in the "Exhibit A – Duties, Responsibilities and Limitations of Authority of Resident Project Representative", as defined by the National Society of Professional Engineers (copy attached). The **ENGINEER** does not guarantee the performance of the contractor(s) by the **ENGINEER's** performance of such detailed construction observation. The **ENGINEER's** undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the **ENGINEER** an insurer of the contractor's performance, and shall not impose upon the **ENGINEER** any obligation to see that the work is performed in a safe manner.



- 2.2 If authorized by the **OWNER**, the **ENGINEER** will furnish, or obtain from others, additional services of the following types:
- A. All topographic site survey and related survey work required for design or locating core borings.
- i. Subsurface Obstructions shown on the drawings.
- ii. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipe and conduits has been indicated on the survey and recorded as such in good faith. There is no certainty of the accuracy of this information, and the location of underground structures indicated may be inaccurate. Information regarding the reputed presence, size, character, and location of existing underground structures, pipe and conduits was obtained through the Pennsylvania One-Call system subject to limitations of the facility owner providing said information. As identified in the Pennsylvania Underground Utility Line Protection Act the quality of subsurface utility information is characterized as one of four types in accordance with the "ASCE – Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data CI/ASCE 38-02" as follows:
- a. *Utility quality level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.*
- b. *Utility quality level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.*
- c. *Utility quality level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.*
- d. *Utility quality level D: Information derived from existing records or oral recollections.*

For this Engineering/Surveying Services Contract, all existing subsurface utility information presented on the existing conditions drawings is characterized as either Utility quality level C or Utility quality level D. Test hole excavations verifying the information shown on the Contract Drawings were not performed by the Engineer/Surveyor.

- B. All survey work required in the preparation of property boundary, right-of-way, and easement drawings.
- C. Preparation of any and all special reports and/or performance of such services as may be required by the **OWNER** or any governmental agencies for the purpose of accompanying or supplementing information contained on Federal or State Grant-In-Aid applications and/or the requests of payment of same.
- D. Preparing special change orders requested by the **OWNER**.
- E. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantee provided by the construction contract.
- F. Furnishing the **OWNER**, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by the contractor to the **ENGINEER** and which the **ENGINEER** considers significant.

### Section 3 - General Consideration

- 3.1 The **ENGINEER** shall secure and maintain such insurance as will protect it from claims under the Workman's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his service under this **AGREEMENT**.
- 3.2 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the **ENGINEER** as instruments of services. The **OWNER** may, at their expense, obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the **OWNER** will use them solely in connection with the project.
- 3.3 The **OWNER** and the **ENGINEER** each binds itself and its successors and assigns to this **AGREEMENT**. Neither the **OWNER** nor the **ENGINEER**, shall assign, sublet, or transfer its interest in this **AGREEMENT** without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be considered as giving any rights or benefits hereunder to anyone other than the **OWNER** and the **ENGINEER**.
- 3.4 This **AGREEMENT** may be terminated by either party upon sixty (60) days written notice to the other party, with terminal payments to be made to the **ENGINEER** for all services performed to the termination date, including expenses.

- 3.5 The **ENGINEER** will deliver two (2) sets of the final drawings and contract documents to the **OWNER**.

#### Section 4 - Termination of Services

- 4.1 Termination of Service for Cause - If, through any cause within the **ENGINEER's** sole control, the **ENGINEER** shall fail to fulfill in a timely and proper manner his obligations under this **AGREEMENT** or if the **ENGINEER** shall violate any of the material covenants, agreements, or stipulations of this **AGREEMENT**, the **OWNER** shall thereupon have the right to terminate this **AGREEMENT** by giving written notice to the **ENGINEER** of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, notwithstanding the provisions of Section 3, Paragraph 3.4, all finished or unfinished documents, data, studies and reports prepared by the **ENGINEER** under this Contract shall, at the option of the **OWNER**, become his property and the **ENGINEER** shall be entitled to promptly receive just and equitable compensation for any satisfactory work completed on such documents.
- 4.2 Termination of Service for Convenience of **OWNER** or for Reasons Beyond the Control of the **ENGINEER** - If all or any part of the professional engineering services to be performed under the **AGREEMENT** are ordered to be suspended or omitted by the **OWNER** for any reason except "cause" as described in Section 4, Paragraph 4.1 above, including reasons beyond the control of the **ENGINEER**, the **OWNER** agrees to make such order in writing at least 30 days prior to the desired date of termination or suspension of services and to promptly pay the **ENGINEER** for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the method of payment described in Section 4. In case of temporary suspension, the **ENGINEER** shall remain obligated to perform and complete the contract on its part upon written request of the **OWNER** to so resume said service.

#### Section 5 - Professional Liability

- 5.1 All professional services provided under this **AGREEMENT** will be performed, findings obtained and recommendations prepared in accordance with generally accepted engineering and scientific principles and practices and standards of ordinary care. This warranty is in lieu of all other warranties either expressed or implied.
- 5.2 For any damage on account of any error, omission, or other professional negligence, **ENGINEER's** liability shall be limited to compensatory damages only, which shall not exceed the amount of the **ENGINEER's** fee.

# Electric Vehicle Charger Proposal

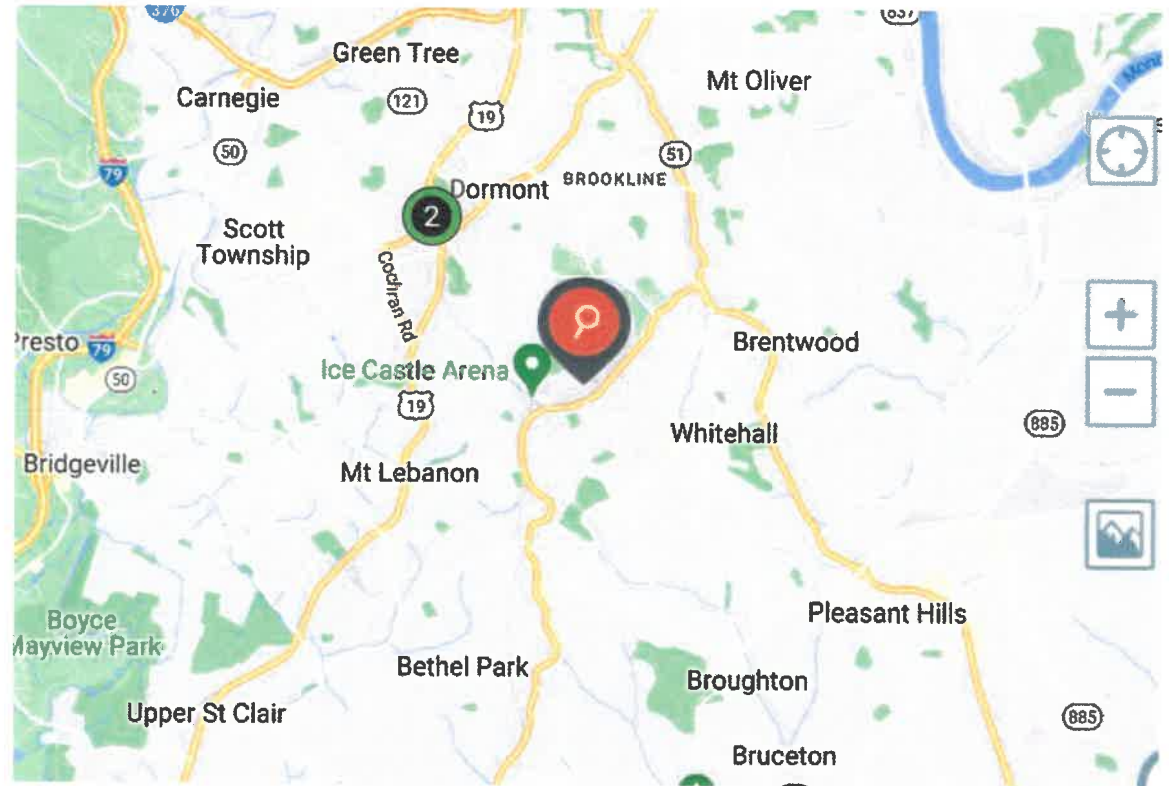
PAUL SALVAYON  
CSRC PRESIDENT



MR28

# Existing Public Charging Infrastructure

- No public charging stations exist in Castle Shannon.
- Only 1 other station in the immediate area.



ChargePoint Charging Network Map

m 1229

# Future Needs

2021 IHS Markit Study	
2030	25-30% new car sales
2035	40-45 % new car sales
2050	>50% new car sales (Reuters)

“The year 2027 emerges as a tipping point for an acceleration in EV adoption, and by 2030 over one in four new passenger cars sold will be an EV.”

“Infrastructure’s role as an enabler of this transition is well documented.”

MR30

*Castle Shannon Needs to  
Lead the CHARGE*

*MR31*

## Community Benefits

- Differentiation of our Business District.
  - NO chargers in South Park Shoppes, Uptown Mt. Lebanon, South Hills Village Mall.
- Charging takes some time.
  - While charging, users will patronize the businesses in our downtown area exclusively.
- For the benefit of a charge, they will choose our businesses.
- A busier Business District attracts new businesses.

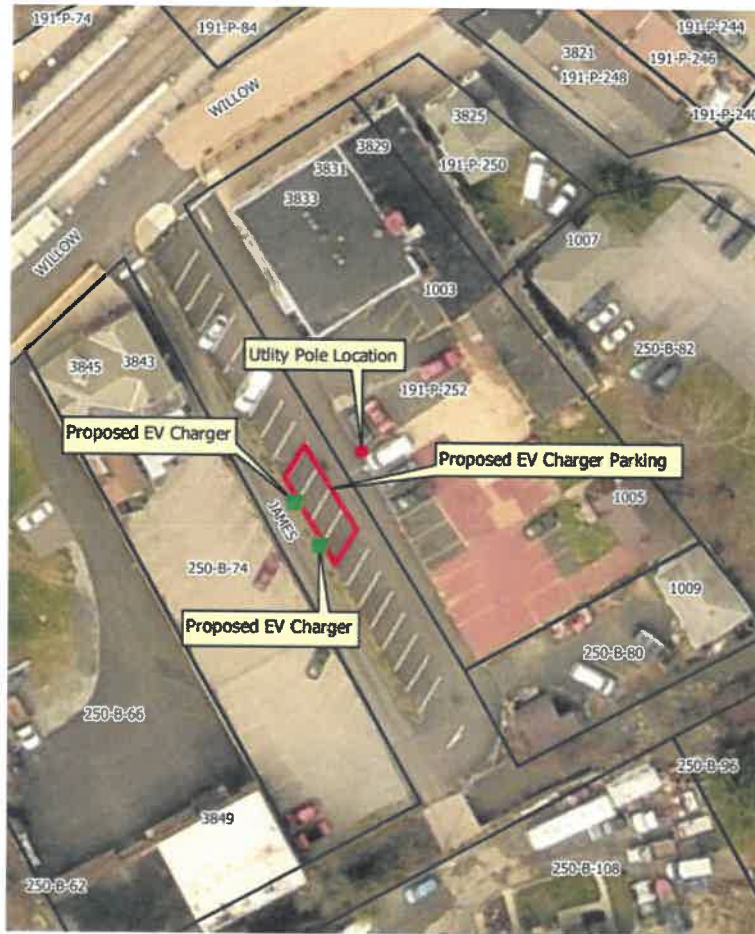


# The Proposal

- Install 2 Level II ChargePoint Network Chargers, 4 plugs.
- James Street Public Parking Area



MR 33



- 4 spots would be designated “Electric Vehicle Charging Only”.
- 16 spots remain.
- No change to the parking lot footprint.
- Any existing rules would still apply (ex. time limit).

MR34

# Economics

Item	Cost
2, Level II ChargePoint Chargers	\$14,704
Mounting and 1 time startup costs	\$3,387
10-year subscription for monitoring/reporting software	\$11,040
10-year warranty program	\$16,170
Subtotal	\$45,301
Driving PA Forward Rebate @\$3500/plug end	+ \$14,000
<b>Grand Total</b>	<b>\$31,301</b>

DLC will cover the complete cost and installation of any electrical infrastructure that is needed by purchasing through this rebate program and a 10-year contract.

MR35

# Partnership

- CSRC and CS Borough will split the startup costs 50/50 (estimated @ \$15,650.50 each).
- The chargers will be **FREE** to attract customers to our businesses.
- CS Borough will cover the ongoing cost of electricity.
- CS Borough will grant DLC easement rights to the area.
  
- CSRC and CS Borough will jointly manage the chargers. Any changes to the software must be agreed to by both parties (i.e. fees, time limits, etc).

## *The Opportunity*

- The PA Driving Forward Rebate Program makes this proposal economically feasible.
- More communities/businesses will take advantage, depleting the fund as EV's continue to increase in market share.
- Castle Shannon SHOULD be at the forefront of this wave and take advantage of these economic incentives NOW.

## Next Steps

- Agreement written between CSRC and the Borough on the project specifics.
- CSRC and Borough meet with DLC to discuss project specifics.
  - Castle Shannon will need to enter into an agreement with DLC to begin engineering.
- CSRC will purchase the equipment and apply for the Driving PA Forward Rebate.

## *Further Considerations*

- CSRC actively looking for grant opportunities to further improve the James Street parking area.
- EV Chargers are phase 1.
- Other ideas:
  - Rain garden
  - Stream Access
  - Memorial Street Clock

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P.O. Box 798  
Latrobe PA, 15650-0798

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Phone: (724) 537-5157  
Fax: (724) 537-9388

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Castle Shannon  
Phone: 412-657-8792  
Email: [psalvayon@comcast.net](mailto:psalvayon@comcast.net)

November 4, 2022  
Quote No.: Q942-22

Attn: Castle Shannon Borough  
Ref: EV Charging Station

Schultheis Electric will supply all labor, material and equipment to successfully complete the above referenced project according to the following notes:

- Provide installation of two dual port Chargepoint EV Charging stations.
- Wire and conduit work to the charger will be completed by others.
- **Total: \$1,840.00**

**NOTES:**

- All work will be completed during normal working hours, Monday to Friday, 7:00 am to 3:30 pm or a mutually agreed to time.

Terms and Payment: Progress billings will be made monthly on a percent complete basis with net 30 day billing terms.

Please contact me with any questions. My phone number is 724-537-5157 ext 102.

*Sincerely,*

*Timothy J. Schultheis II, P.E.  
Schultheis Electric a Division of T.S.B. Inc.*

*Licensed - Insured - Bonded  
Residential - Commercial - Industrial*

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www.tsbinc.net







# Quotation

Driving a Better Way™  
chargepoint.com

**Sales Representative:** Garrett Sciascia  
**E-Mail:** garrett.sciascia@chargepoint.com  
**Telephone:** (408) 841-4581

**Quote Number:** Q-235258-1  
**Date:** 11/8/2022  
**Expires On:** 9/18/2022

**Primary Contact:** Paul Salvayon

## Bill To Address

Castle Shannon Revitalization Corporation  
James St  
Castle Shannon Pennsylvania 15234  
United States

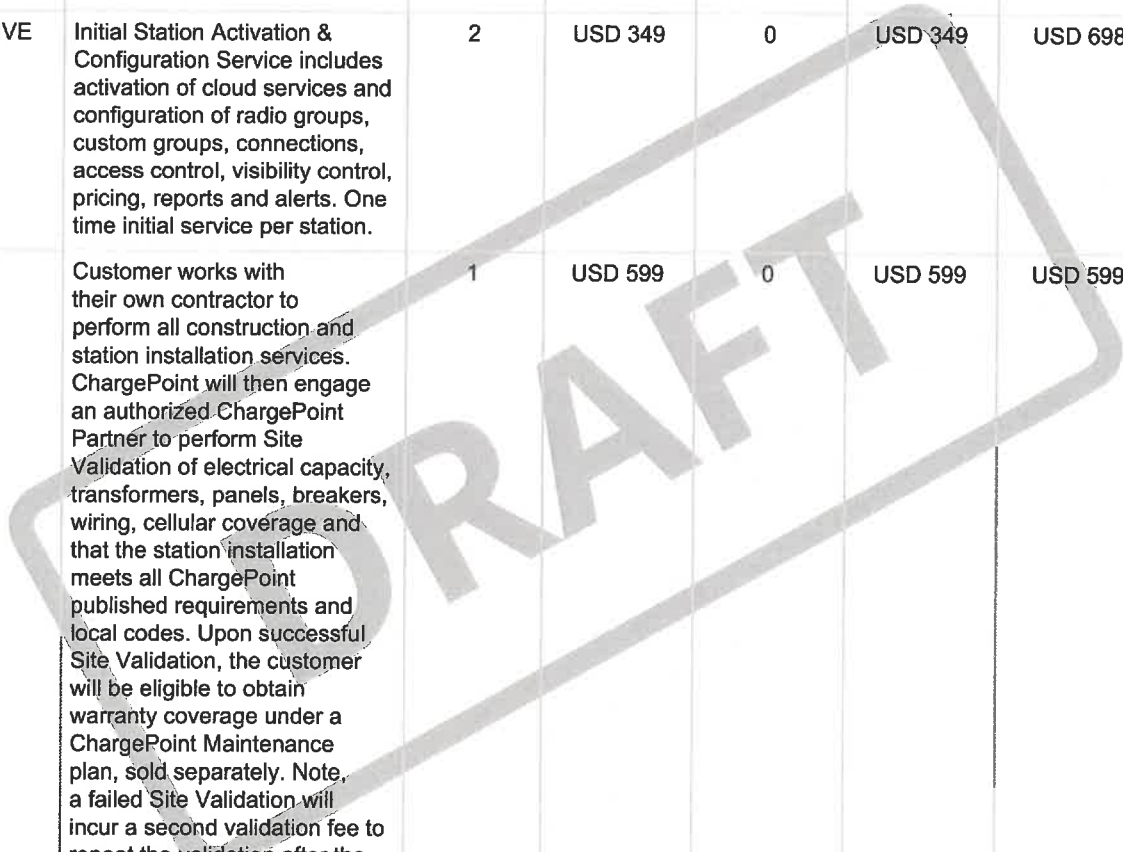
## Ship To Address

Castle Shannon Revitalization Corporation  
James St  
Castle Shannon Pennsylvania 15234  
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2	USD 9,190	20	USD 7,352	USD 14,704
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	2	USD 125	0	USD 125	USD 250

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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-COMMERCIAL-10	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	4	USD 2,760	0	USD 2,760	USD 11,040
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	0	USD 349	USD 698
CPSUPPORT-SITEVALID	Customer works with their own contractor to perform all construction and station installation services. ChargePoint will then engage an authorized ChargePoint Partner to perform Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per AC station.	1	USD 599	0	USD 599	USD 599



*MRQ*



Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4000-ASSURE10	10 prepaid years of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 8,085	0.0	USD 8,085	USD 16,170

Quote Total: USD 43,461.00  
 Estimated Tax: USD 1,801.38  
 Shipping Fee: USD 380.00  
 Grand Total: USD 45,642.38

### Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

**By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.**

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

MR43

**Proclamation for National Police Week May 15-21, 2023**

*To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.*

*WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day and the week in which May 15 falls as National Police Week; and*

*WHEREAS, the members of the Castle Shannon Borough Police Department play an essential role in safeguarding the rights and freedoms of Castle Shannon residents; and*

*WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*

*WHEREAS, the officers of the Castle Shannon Borough Police Department unceasingly provide a vital public service;*

*NOW THEREFORE, I, Mayor of Castle Shannon Borough, call upon all citizens of Castle Shannon and upon all patriotic, civic, and educational organizations to observe the week of May 15, 2023 as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities, and in doing so have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.*

*I FURTHER call upon all citizens of Castle Shannon to observe May 15, 2023 as Peace Officers' memorial day in honor of those officers who through their courageous deeds have made the ultimate sacrifice in service to their community (specifically in our region, Chief Justin McIntire, Brackenridge Police and Officer Sean Sluganski, McKeesport Police) or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.*

*IN WITNESS THEREOF, I have set my hand and caused the seal of Castle Shannon to be affixed.*

\_\_\_\_\_  
Mayor Donald Baumgarten

May 8, 2023

may 1