

COUNCIL MEETING AGENDA

Monday, June 26, 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, D. Biondo, K. Truver, P. Vietmeier.
- IV. Approval of Minutes – **June 12, 2023**
- V. Public Comments Agenda Items Only – **MRTSA Recognition – Sgt. Watkins and Officer Kress**
- VI. Bid Openings –
 - A. **Motion to Award Mt. Lebanon Blvd. Traffic Signal Installation Project**
 - B. **Motion to Award Contract No. 23-PK6 (Re-Bid) Lower Hamilton, Police Department, Library Parking Lot Paving with Add Alternate Vitte's Parking Lot**
 - C. **Motion to Award Contract No. 23-PK2 – Upper Hamilton Splash Pad**
- VII. Public Hearings
- VIII. Civil Service Commission
- IX. Real Estate Tax Collector
- X. Council Committee Reports
 - A. Public Relations/Communications
 - B. Buildings & Grounds/Public Works
 - C. Public Safety/Fire – **May Reports**
 - D. Finance
 - E. Community Activities/Planning & Codes – **Violations Report**
 - 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
 - J. Non-Uniformed Pension
- XI. Manager's Report
- XII. MS4
- XIII. Mayor's Report –
- XIV. Planning Commission – **Minutes of March 20, 2023**
- 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**

June 12, 2023

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

Minutes: The minutes of the May 22, 2023 council meeting were presented. Ms. Randazzo motioned to approve the minutes. Mr. Oates seconded; all in favor; motion carried.

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

Civil Service Commission: The agenda contained the certified entry level police test results.

Real Estate Tax Collector: Ms. O'Malley reported May collections of \$65,752.35. The year-to-date total collected is \$3,536,504.25. Ms. O'Malley announced that the next due date for real estate taxes at face amount is June 15th.

Council Committee Reports

Building & Grounds/Public Works – Mr. Maloney stated that sod was laid at the library today, and shade sails are to be installed.

Chestnut Park also had sod installed; however, some cracked concrete in the pavilion area will need replaced. Boulders will be installed along the outside of the park.

Construction work on Prospect Park should be completed this week.

Duquesne Light was to de-energize Hamilton Park, which has held up demolition of the current buildings in Lower Hamilton Park.

Public Safety/Fire: Mr. Astor reported that the Castle Shannon Volunteer Fire Department responded to 22 calls through May 23rd. Seventeen of the calls were in our borough with one call in Baldwin Township. Two calls were for mutual aid.

CSVFD member training continues to maintain the high state of readiness for responses.

Chief Truver stated that SHACOG tested for entry level police officers on May 13th for several municipalities. The written exams results were received, and oral boards were offered to three candidates on June 3rd. The list was certified by the Civil Service Commission. Ms. Kovach motioned to authorize the appropriate borough officials to make a conditional offer of employment to recommended entry level police officer candidate Gavin Rebholz. The

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conditions are based on passing a background investigation, physical and psychological exam, the state certification exam for Act 120, and obtain an MPOETC certification number by the end of July. Mr. Astor seconded the motion; all in favor; motion carried.

Chief Truver requested a motion to set market values and sell two surplus police vehicles to another local government. Mr. Astor motioned to set the market value for surplus police vehicles #71 (2017 Ford Explorer) and #74 (2017 Ford Taurus) at \$16,500 and \$15,000 respectively and to sell said vehicles to Greensburg City if approved by their local government. Ms. Randazzo seconded the motion; all in favor; motion carried.

Finance: Ms. Kovach reviewed the check registers and had no further comments.

Community Activities/Planning and Codes – Mr. Vietmeier reported that the Planning Commission will be meeting next week for a change in use at 1003 Castle Shannon Boulevard. The new business is owned by Lorrie Ober and will be a vintage home décor resale shop.

Library – Ms. Randazzo reported that the library board, staff, and patrons are very excited about the library renovations and look forward to having the shade sails in the front yard for people to be able to read outside and enjoy the weather.

The Board of Trustees met on June 1st. The board updated and approved the mission and vision statement. This was the last meeting for this school year, and meetings will resume in September.

Ms. Myrah, Library Director, has received a grant through ACLA (Allegheny County Library Association) for a communities' award that will assist in purchasing materials for a display of different cultures, languages, and customs. This will fit in well with our immigrant community in Castle Shannon. The total grant awarded was \$3,050.00.

The library staff will have a table at the Castle Shannon Community Fair on Saturday, July 29th from 4 pm to 9 pm. and will be sharing information and programs.

SHACOG – Mr. Oates plans to attend the Board of Directors meeting on June 15th at Elizabeth Township.

PSAB - Ms. Kovach attended the annual conference in Hershey. A briefing was held with representatives from PennDOT, DCED, DCNR, DEP agencies. Governor Shapiro has emphasized putting more funding towards those programs. The process for PennDOT permits is being streamlined to expedite project completions. Sessions were also held on electric vehicles, a summary of initiatives in Pennsylvania with a focus on incentives available for municipalities, and legislative updates from the PSAB lobbyists. PSAB is looking for increased funding for fire departments and emergency services.

Congratulations to Mark O'Brien of Bethel Park who received the Outstanding Council Member of the Year award at the conference.

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Manager: Mr. Maloney stated that the borough's former manager has resigned, and council members have reviewed proposals from two firms for interim management services. Ms. Kovach motioned to authorize the appropriate officials to enter into a contract for Interim Management Services with Strategic Solutions LLC and to appoint John K. Trant Jr. as Interim Manager. Ms. Randazzo seconded the motion; all in favor; motion carried.

Mr. Astor motioned to approve Change Order #2 for Contract No. 23-PK1 (Phase I Library Improvements) for exposed aggregate concrete in the sitting area in the front of the library in lieu of plan concrete. The change order increases the costs of \$3,700.00. Ms. Randazzo added that this change was the recommendation of the borough engineer. Ms. Randazzo seconded the motion; all in favor; motion carried.

Mr. Oates motioned to approve a Service Order Authorization for a sanitary sewer extension on Frank Street. Mr. Astor seconded; all in favor; motion carried.

Mr. Astor motioned to adopt Resolution #730 to apply for an ALCOSAN GROW grant for the 2023 Killarney and Hamilton Operation and Maintenance Repairs. Mr. Astor noted that the borough has committed funding for the program, and funding received would offset the borough's costs. Mr. Oates seconded; all in favor; motion carried.

MS4: Mr. Astor reported that the contractor is working on the pollution reduction project on Saw Mill Run, and completion is expected in the next two weeks.

Public Comment:

Jerry Coones, Belleville Street – wanted to recognize Castle Shannon police officers Lt. Lane and Officer Platt for assisting with pedestrian access on the bottom of Grove Road where the pedestrian sign was completely covered by a tree.

Mr. Coones made a personal request for something in writing from the borough's lawyers as to how and why the new logo is not a violation of the separation of state and church, and why it is not a religious or spiritual symbol. Mr. Coones disagrees with this new logo going up throughout the borough. All information he has researched indicates that the new symbol is a Celtic knot, which is religious and spiritual.

John Forest Little, Willow Avenue – stated he is a new resident to Castle Shannon and appreciates the beautiful downtown renovation and the good school district. Mr. Little explained that he purchased his home remotely and loves his beautiful brick home; however, the trolley tracks run behind his home. Perhaps there was no noise study completed when the homes were built in the 1950's, and now there are three different lines running both directions. From a decibel reading standpoint, there are two or three sections of tracks or joints that are disturbing. Mr. Little researched Liberty Tire Recycling that can produce a product from recycled tires that may be able to be applied to the tracks for noise reduction. Mr. Biondo advised that unless borough property is involved, the borough could not make a change to the tracks; however, council could contact the PRT. Mr. Little will direct correspondence about his research to Mr. John Trant, Interim Manager about the situation and/or suggested resolution.

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Richard Goff, Killarney Drive – stated that he has been remiss in not attending council meeting but may start coming more often, particularly because of the new logo. Mr. Goff does not like the new Celtic knot logo and does not know how it came about or whose idea it was. Mr. Goff wondered why council would take a castle logo that is recognizable and honorable and change to a squiggle. Mr. Goff noted that the castle logo in council chambers looks great on the wall and should be on the signage driving through Castle Shannon.

Jerry Coones – discussed the vandalism of mail boxes at the Castle Shannon Post Office and added that he was one of the victims of fraud. Ms. Randazzo added that she too was a victim from this incident and believes the post office should have advised the mail carriers to inform residents of this crime. Mr. Coones noted that the design and placement of the mail boxes at the post office have changed to prevent future incidents.

Mr. Maloney closed the public comment section.

Other Business: Ms. Randazzo took a minute to recognize Ms. Amber from the library who was instrumental in assisting with writing the ACLA grant that was approved.

Mr. Astor motioned to adjourn. Ms. Randazzo seconded; all in favor; motion carried.

Approved as presented this 26th day of June 2023.

John K. Trant Jr.
Interim Manager

Mark J. Heckmann
Council President

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315 Cypress Way Pittsburgh, PA 15228-2218

Office: 412-343-5111

Fax: 412-341-1994

Lieutenant McKeown,

I would like to commend two of your officers for their efforts on a cardiac arrest call that took place on Cook Drive the evening of June 20, 2023. Officer Recker and Officer Siweckyj were instrumental in helping to obtain the return of spontaneous circulation to a male that went into cardiac arrest. They performed high quality CPR and worked seamlessly with our crew and myself to help give the patient the most likely chance of survival. I would like to specifically point out Officer Siweckyj's performance during chest compressions. She did an outstanding job and was a true asset to the patient and our team.

Unfortunately, the patient passed away in the emergency department due to an apparent myocardial infarction. There were no further efforts that would have helped this patient, but please pass along our appreciation to these officers for their hard work and dedication to the residents of Castle Shannon.

Regards,

Lieutenant David Terkel

PCA 1

June 20, 2023

Mr. John Trant
Manager
Castle Shannon Borough
3310 McRoberts Road
Castle Shannon, Pennsylvania 15234

Subject: Mount Lebanon Blvd RRFB Traffic Signal Installation Project
PennDOT Automated Red Light Enforcement (ARLE) Program
Castle Shannon Borough, Allegheny County

Dear Mr. Trant:

As requested, Trans Associates (TA) has reviewed the bids submitted for the subject project. The two (2) bids received are summarized below:

BIDDER	BID AMOUNT
Bronder Technical Services	\$87,996.36
Traffic Control and Engineering	\$112,497.00

A detailed item-by-item summary of the bids is attached for your review.

Based on the review of the submitted documents, TA recommends the award of the project to the low bidder, Bronder Technical Services, at the submitted bid of \$87,996.36. TA is familiar with Bronder Technical Services and their past performance on similar projects. The submitted documents are in order and are acceptable.

Should you have any questions or comments, please do not hesitate to call our office at 412-490-0630.

Sincerely,



Cliff Eich, P.E.
Principal/Traffic Design Services

CDE:mz

Enclosure

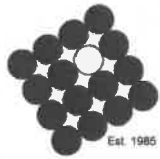
cc: File: castl00-22182/Recommendation to Award 06-20-23

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**PROJECT BID COMPARISON
MT. LEBANON BOULEVARD (SR 3042) RRFB INSTALLATION
CASTLE SHANNON BOROUGH, ALLEGHENY COUNTY, PENNSYLVANIA**

SPEC.	DESCRIPTION	UNIT	QUANTITY	Bronder Technical Services		Traffic Control & Engineering	
				UNIT PRICE	COST	UNIT PRICE	COST
0203-0001	CLASS 1 EXCAVATION	CY	5	\$ 243.62	\$ 1,218.10	\$ 220.00	\$ 1,100.00
0608-0001	MOBILIZATION	LS	1	\$ 9,123.17	\$ 9,123.17	\$ 13,036.00	\$ 13,036.00
0676-0001	CEMENT CONCRETE SIDEWALK	SY	13	\$ 360.48	\$ 4,686.24	\$ 285.00	\$ 3,705.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 7,085.75	\$ 7,085.75	\$ 15,988.00	\$ 15,988.00
0931-0003	POST MOUNTED SIGN, TYPE B, STEEL SQUARE POST	SF	50	\$ 49.34	\$ 2,467.00	\$ 57.00	\$ 2,850.00
0935-0001	POST MOUNTED SIGN, TYPE F	SF	6	\$ 24.45	\$ 146.70	\$ 38.00	\$ 228.00
0935-0423	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY WITH PEDESTRIAN PUSH BUTTON (DOUBLE SIDED)	EACH	2	\$ 7,935.75	\$ 15,871.50	\$ 7,594.00	\$ 15,188.00
0941-0001	RESET POST MOUNTED SIGNS, TYPE B	EACH	2	\$ 152.92	\$ 305.84	\$ 157.00	\$ 314.00
0950-0002	UNFORESEEN TRAFFIC SIGNAL WORK	DOLLAR	6,000	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	EACH	2	\$ 6,091.63	\$ 12,183.26	\$ 6,273.00	\$ 12,546.00
0960-0021	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	114	\$ 22.68	\$ 2,585.52	\$ 18.00	\$ 2,052.00
0960-0255	WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS, "YIELD LINE"	LF	22	\$ 25.20	\$ 554.40	\$ 20.00	\$ 440.00
0963-0001	PAVEMENT MARKING REMOVAL	SF	550	\$ 11.34	\$ 6,237.00	\$ 9.00	\$ 4,950.00
9000-0001	ADA RAMPS	EACH	4	\$ 4,882.97	\$ 19,531.88	\$ 8,525.00	\$ 34,100.00
				CONSTRUCTION TOTAL	\$ 87,996.36		\$ 112,497.00

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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.

June 21, 2023

S. O. No. 253-108

VIA EMAIL ONLY
(lmiller@csboro.org)

Ms. Lori Miller, Assistant Manager
Borough of Castle Shannon
3310 McRoberts Road
Castle Shannon, Pennsylvania 15234-2711

Subject: Contract No. 23-PK6 (Re-Bid)
Lower Hamilton, Police Department and
Library Parking Lot Paving Contract
Bid Report

Dear Ms. Miller:

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 June 20, 2023. The bid received was opened and read aloud. There was one addendum issued for this contract.

Prior to the bid opening, four Contractors requested proposal bid forms. A bid proposal was received from four Contractors for Contract No. 23-PK6 (Re-Bid) – Lower Hamilton, Police Department and Library Parking Lot Paving Contract to with bid amounts as follows:

Contractor	Base Bid Amount	Add Alternate No. 1
A. Folino Construction, Inc.	\$350,335.16	\$134,222.25
Mele & Mele & Sons, Inc.	\$383,237.50	\$117,875.00
Independent Enterprises, Inc.	\$383,500.00	\$121,275.00
Stefanik's Next Generation Contracting Company, Inc.	\$396,711.00	\$140,900.00

Base Bid: Police Parking; Library Parking; Lower Hamilton Parking/Access Drive; Lower Ham. Concrete Sidewalks and Dumpster Pad
Add Alternate No. 1: Vitte's Parking Lot

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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Ms. Lori Miller, Assistant Manager
Borough of Castle Shannon
June 21, 2023
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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, A. Folino Construction, Inc. is the apparent low bidder for Contract No. 23-PK6 (Re-Bid) – Lower Hamilton, Police Department and Library Parking Lot Paving Contract. A copy of A. Folino Construction, Inc. bid proposal acknowledgement is enclosed herewith.

Based on the bids submitted, we suggest award of the Base Bid of Contract No. 23-PK6 (Re-Bid) – Lower Hamilton, Police Department and Library Parking Lot Paving Contract to A. Folino Construction, Inc. as low bidder in the amount of \$350,335.16, subject to A. Folino Construction, 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.

Award of the Add Alternate is subject to review of the Borough's Budget.

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: John Trant, Interim Borough Manager (manager@csboro.org)
Dennis Biondo, Solicitor (drbiondo@aol.com)

B04

Castle Shannon Contract No. 23-PK6 (RE-BID) - Group 2 Parks Paving (#8524600)
 Owner: Castle Shannon borough
 Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ
 06/20/2023 11:00 AM EDT

Item Code	Item Description	UofM	Quantity	A. Folino Construction, Inc.		Mele & Mele & Sons Inc.		Independent Enterprises, Inc.		Stefaniks N.G.C.C	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID				\$350,335.16		\$383,237.50		\$383,500.00		\$396,711.00	
1A	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	2500	\$16.18	\$40,450.00	\$10.50	\$26,250.00	\$5.00	\$12,500.00	\$9.00	\$22,500.00
1B	Demolition And Off-site Disposal Of Existing Bituminous Pavement, Including Backfill And Installation Of 4" Topsoil And Seed	SY	200	\$69.59	\$13,918.00	\$45.00	\$9,000.00	\$50.00	\$10,000.00	\$18.00	\$3,600.00
2	6" PennDOT 2A Limestone Subbase Including Preparation Of Subgrade And Installation Of Class IV Fabric	SY	1600	\$17.27	\$27,632.00	\$25.00	\$40,000.00	\$15.00	\$24,000.00	\$26.00	\$41,600.00
3	Variable Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALS, PG 64-22, Section 411	TONS	650	\$115.22	\$74,893.00	\$115.00	\$74,750.00	\$140.00	\$91,000.00	\$150.00	\$97,500.00
4	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	4100	\$12.57	\$51,537.00	\$14.50	\$59,450.00	\$13.00	\$53,300.00	\$15.00	\$61,500.00
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	\$77.77	\$31,108.00	\$46.50	\$18,600.00	\$90.00	\$36,000.00	\$76.00	\$30,400.00
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	\$47.31	\$11,827.50	\$52.00	\$13,000.00	\$80.00	\$20,000.00	\$56.50	\$14,125.00
6	3' Minimum Width Keyway Milling	LF	200	\$13.90	\$2,780.00	\$2.00	\$400.00	\$5.00	\$1,000.00	\$8.00	\$1,600.00
7A	Bituminous Wedge Curb	LF	1900	\$1.68	\$3,192.00	\$2.50	\$4,750.00	\$3.00	\$5,700.00	\$6.00	\$11,400.00
7B	Plain Cement Concrete Curb (18" Deep) Including Excavation, Backfill And Lawn Restoration	LF	100	\$93.57	\$9,357.00	\$135.50	\$13,550.00	\$100.00	\$10,000.00	\$83.00	\$8,300.00
8	Guiderail - Type 31-S Strong Post including Terminal End Sections	LF	425	\$49.93	\$21,220.25	\$65.00	\$27,625.00	\$80.00	\$34,000.00	\$67.00	\$28,475.00
9A	Concrete Sidewalk (4" Depth), Reinforced Including Demolition, Excavation, 4" AASHTO No. 57 Aggregate Subbase	SF	1100	\$16.02	\$17,622.00	\$24.00	\$26,400.00	\$20.00	\$22,000.00	\$19.00	\$20,900.00
9B	Concrete Sidewalk With Integral Curb, Reinforced, Including Demolition, Excavation, 4" AASHTO No 57 Aggregate Subbase	SF	550	\$14.96	\$8,228.00	\$42.50	\$23,375.00	\$28.00	\$15,400.00	\$24.00	\$13,200.00

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Castle Shannon Contract No. 23-PK6 (RE-BID) - Group 2 Parks Paving (#8524600)
 Owner: Castle Shannon borough
 Engineer: Lennon, Smith, Souleret Eng. - Coraopolis HQ
 06/20/2023 11:00 AM EDT

Item Code	Item Description	UofM	Quantity	A. Folino Construction, Inc.		Mele & Mele & Sons Inc.		Independent Enterprises, Inc.		Stefaniks N.G.C.C	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID (continued)											
9C	Concrete Dumpster Pad (8" Depth) with Integral Crub, Reinforced including Demolition, Excavation, 6" AASHTO No. 57 Aggregate Subbase	SF	300	\$31.57	\$9,471.00	\$28.00	\$8,400.00	\$40.00	\$12,000.00	\$27.00	\$8,100.00
10A	Linestriping - 4" Single Solid White (Thermoplastic)	LF	1400	\$5.04	\$7,056.00	\$5.00	\$7,000.00	\$5.00	\$7,000.00	\$5.00	\$7,000.00
10B	Linestriping - 4" Single Solid Blue (Thermoplastic)	LF	425	\$9.46	\$4,020.50	\$7.50	\$3,187.50	\$9.00	\$3,825.00	\$5.00	\$2,125.00
10C	Linestriping - ADA Parking Symbol (Blue Thermoplastic)	EA	5	\$441.27	\$2,206.35	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$350.00	\$1,750.00
11	Signage	EA	5	\$359.32	\$1,796.60	\$750.00	\$3,750.00	\$350.00	\$1,750.00	\$555.00	\$2,775.00
12	Concrete Wheel Stops	EA	3	\$319.39	\$958.17	\$250.00	\$750.00	\$175.00	\$525.00	\$262.00	\$786.00
13	Bollard	EA	13	\$775.37	\$10,079.81	\$1,500.00	\$19,500.00	\$1,500.00	\$19,500.00	\$975.00	\$12,675.00
14	Detectable Warning Surface	LS	2	\$490.99	\$981.98	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$3,200.00	\$6,400.00
ADD ALTERNATE NO. 1 - VITES PARKING LOT					\$134,222.25	\$117,875.00	\$121,275.00	\$140,900.00			
1A	Roadway Milling / Profiling, Variable Depth (4" Average Depth)	SY	1350	\$13.29	\$17,941.50	\$10.00	\$13,500.00	\$6.00	\$8,100.00	\$9.00	\$12,150.00
2	6" Limestone Subbase Including Preparation of Subgrade and Installation of Class IV	SY	700	\$21.06	\$14,742.00	\$24.50	\$17,150.00	\$15.00	\$10,500.00	\$26.00	\$18,200.00
3	Variable Depth, Superpave WMA Binder Course, 19mm, 0 to 0.3 million Design ESALs, PG 64-22, Section 411	TONS	375	\$130.93	\$49,098.75	\$115.00	\$43,125.00	\$140.00	\$52,500.00	\$150.00	\$56,250.00
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	2000	\$14.89	\$29,780.00	\$13.50	\$27,000.00	\$14.00	\$28,000.00	\$15.00	\$30,000.00
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	\$73.23	\$14,646.00	\$46.50	\$9,300.00	\$70.00	\$14,000.00	\$81.00	\$16,200.00
6	3' Minimum Width Keyway Milling	LF	50	\$2.78	\$139.00	\$2.00	\$100.00	\$5.00	\$250.00	\$8.00	\$400.00
10A	Linestriping - 4" Single Solid White (Thermoplastic)	LF	1000	\$5.04	\$5,040.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00
10D	Linestriping - 6" Yellow Gore (Thermoplastic)	LF	450	\$6.30	\$2,835.00	\$6.00	\$2,700.00	\$6.50	\$2,925.00	\$6.00	\$2,700.00

B06

PROPOSAL ACKNOWLEDGEMENT

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

FOR: CONTRACT NO. 23-PK6 (RE-BID)
PAVING CONTRACT
LOWER HAMILTON, POLICE DEPARTMENT AND LIBRARY PARKING
LOT (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 (RE-BID) – PAVING CONTRACT (LOWER HAMILTON, POLICE DEPARTMENT AND LIBRARY PARKING LOT – 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 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT

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PROPOSAL (10/2020)

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>June 1, 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,

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT

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BOJ
PROPOSAL (10/2020)

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 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 August 15, 2023 and be completed by October 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 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,

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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: June 20, 2023

ATTEST:

Connie Folino
Secretary/Assistant Secretary
Connie Folino

A. Folino Construction Inc.
Corporation-Contractor

President-Vice President
Dino Folino

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT

C-6

PROPOSAL (10/2020)

BO 11

WITNESS:

Individual-Contractor (Seal)

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Allegheny :

On this, the 20 day of June, 2023, before me, a Notary Public, the undersigned officer, personally appeared DINO FOLINO, t/d/b/a President, 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.

Commonwealth of Pennsylvania - Notary Seal
Robert Pekarsky, Notary Public
Westmoreland County
My commission expires November 15, 2025
Commission number 1280329
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public (SEAL)

My commission expires: Nov 15, 2025

WITNESS:

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

BUSINESS ADDRESS OF BIDDER: 104 Dark Hollow Road
Oakmont, PA 15139

TELEPHONE NUMBER: 412-820-2800

NAME OF CONTACT PERSON: Dino Folino

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, A. Folino Construction, Inc.
109 Dark Hollow Road, Oakmont, PA 15139 as Principal
and Markel Insurance Company, 4521 Highwoods Parkway, Glen Allen, VA 23060 of
the City of Glen Allen, State of Virginia, a corporation
existing under the laws and the State of Illinois, 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 Bid Amount
(\$ 10% of Bid Amount),

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 June 20, 20 23,
for CONTRACT NO. 23-PK6 (RE-BID) – PAVING CONTRACT (LOWER
HAMILTON, POLICE DEPARTMENT AND LIBRARY PARKING LOT – GROUP 2
PARKS). AFC Bid No. 32114

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.

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT

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PROPOSAL (10/2020)

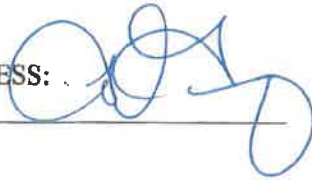
BO 13

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 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 20th day of June, 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:


WITNESS: 

A. Folino Construction, Inc.
Name of Bidder, Corporation,
Firm or Individual
By: 
Title Dino Folino, President, HC

BUSINESS ADDRESS OF BIDDER:

109 Dark Hollow Road, Oakmont, PA 15139

ATTEST:
Laura L. Brown
Laura L. Brown


Markel Insurance Company
Surety
Mai-Ling Rodriguez
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.

BO 14

CASTLE SHANNON BOROUGH - CONTRACT NO. 23-PK6 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT C-9

PROPOSAL (10/2020)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Hossay Matlin, Stephen J. Mainello, Robert Cawley, Laura L Brown, Mal-Ling Rodriguez, Rush H. Seale

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

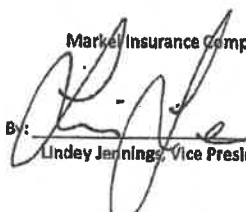
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 22nd day of March, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



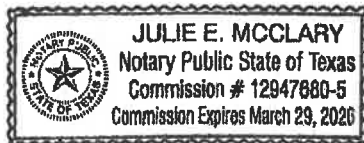
Markel Insurance Company

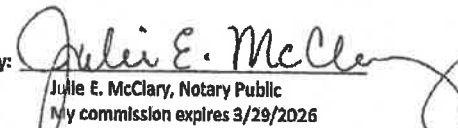
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 22nd day of March, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



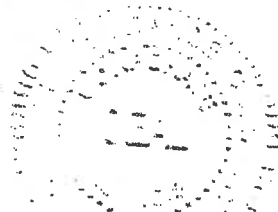
By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of June, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2010011
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

BO 15

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 23-PK6

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

I state that I am _____, President (Title) of A. Folino Construction 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) A. Folino Construction 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 A. Folino Construction 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 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)

Dino Folino, President H&C

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 20 DAY OF June, 2023



Notary Public

My Commission Expires:

Nov 15, 2025

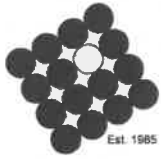
Commonwealth of Pennsylvania - Notary Seal
Robert Pekarsky, Notary Public
Westmoreland County
My commission expires November 15, 2025
Commission number 1280329
Member, Pennsylvania Association of Notaries

BO 17

CASTLE SHANNON BOROUGH – CONTRACT NO. 23-PK6 (RE-BID)
LOWER HAMILTON, POLICE DEPT AND LIBRARY PARKING LOT
PAVING CONTRACT

C-11

PROPOSAL (10/2020)



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.

June 15, 2023

S. O. No. 253-108

VIA EMAIL ONLY
(lmiller@csboro.org)

Ms. Loretta Miller, Assistant Borough Manager
Castle Shannon Borough
3310 McRoberts Road
Castle Shannon, Pennsylvania 15234

Subject: Request for COSTARS Proposal
Contract No. 23-PK2 - Amenities
Group 3 Parks
Upper Hamilton Splash Pad

Dear Ms. Miller:

LSSE has completed a review of the proposal (attached) dated June 5, 2023 received from Vortex Aquatic Structures International for the supply and installation of a Splash Pad within Upper Hamilton Park. The work proposed is eligible through procurement via COSTARS Vendor Contract No. 014-E23-275.

LSSE suggests award of the COSTARS proposal to Vortex Aquatic Structures International in the amount of \$494,243.10 subject to Vortex Aquatic Structures International obtaining required insurance certificates, and review and approval of same by the Borough Solicitor prior to execution of the Agreement by the Borough.

Also attached for your use is a rendering of the splash pad features, Grading Plan, and exhibit from the Six Parks Master Plan.

BO 18

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. Loretta Miller, Assistant Borough Manager
Castle Shannon Borough
June 15, 2023
Page 2

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

Sincerely,



Jason E. Stanton, P.E.

JES/als

Attachments

cc/att: Dennis Biondo, Solicitor (drbiondo@aol.com)
John Trant, Interim Manager (manager@csboro.org)
Chelsea Puff – Strategic Solutions, LLC (chelsea@strategic-solutionsllc.com)

BO 19

QUOTE



Account Name: Borough of Castle Shannon
 Project Name: Upper Hamilton Park Splashpad, PA
 Project ID: 38974
 Bill To Name: Borough of Castle Shannon
 Bill To Address: 3310 MCROBERTS RD
 CASTLE SHANNON, PA 15234-2711
 United States
 Contact Name: Loretta Miller
 Phone: 412-885-9200
 Email: lmiller@csboro.org

Created Date: 6/5/2023 8:23 PM
 Quote Number: QUO-17107-H0Q1Y4
 Quote Name: Upper Hamilton Park Splashpad, PA - VA
 Prepared By: Michael McGilbra
 Email: mmcgilbra@vortex-intl.com
 Incoterm:

COSTARS VENDOR CONTRACT# 014-E22-275

VOR	Product No.	Product Name	Description	QTY
1- Play Products				
7131	104670-304L	Alto N°2 (SW,PC)		1
7699	104557-304L	ASTRA N°3 (SW,PC)		1
7233	101669-304L	BOBBLE No.2 (SW, PC)		1
0611	104379-304L	ACTIVATOR N°3 (SW, PC)		2
7134	101177-304L	HOP NO.2 (EM, PC)		1
7512	101126-304L	JET STREAM N°1 (EM)		3
7235	103371-304L	LUNA CANNON N°1 (SW, PC)		2
7234	103350-304L	LUNA No.3 (SW, PC)		1
7128	103140-304L	PICO No.2 (SW,PC)		1
7799	102557-304L	SPIROO (SW,PC)		1
7242	100241-304L	TWINSPLASH (SW,PC)		1
7010	102106-304L	Water Jelly N°1 (EM)		3
0322	100165-304L	WATER BLOOM No.1 (EM)		2
0519	102524-304L	Spray Loop (SW, PC)		2
7238	101222-304L	HELIO No.3 (SW, PC)		1
2- Water Management System and Controls				
1- Water Quality Management System 'WQMS'				
		Custom WQMS	Domepack WQMS Double Loop, Feature Pump (HP) 5, Filtration 1 TR140C with 3 Hp, No. of valves 15, Vortex System Maestro PRO Controller 24 output, 12 input, Chemical Controller Becsys 3, Voltage 230V, 1 phase 302070B.A000R11 UV 44100.0032R02	1
4- Drains				
1004	103080-304L	Playsafe Drain N°4	Playsafe Drain N°4	1

BO 20

QUOTE



5- Accessories				
12010	12010	Buying Group - Products		1
12020	12020	Buying Group - Services		1
6- Services				
10010	10010	WQMS Start-Up & Training Fees		1
13080	13080	Stamped Drawings Fee		1
14010	14010	Installation Fees		1
7- Installation Kits				
	101143-304L	INSTALLATION KIT #SAFESWAP NO1		4
	101146-304	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1
	101474-304L	INSTALLATION KIT #HEAVY DUTY SAFE SWAP No 1		1
	103335	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		2
	103534-304	INSTALLATION KIT FOR GROUND EQUIPEMENT		24
	103539-304	INSTALLATION KIT #SAFESWAP NO7 (MEDIUM SW) SURFACE MOUNT		1
Safeswap N°2	103543-304L	Installation Kit Safeswap N°2		11
	123637-304L	TOOL KIT #128: INSTALLATION KIT FOR SPRAY LOOP (1 LOOP)		2
	100311	TOOL KIT #121: ALTO INSTALLATION JIG		1
	102307-304L	TOOL KIT #119: PICO SPIN NOZZLE		1
	102313	TOOL KIT #0 :		1
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1
	100308	TOOL KIT #28:RIV-VOZZLE TOOL		1
	100307	TOOL KIT #2 :NOZZLE TOOL		1
	102301-304L	TOOL KIT #3 : 2 PIN KEY		1
	102309-304L	TOOL KIT #116: LUNA No.3 NOZZLE TOOL		1
	102304	TOOL KIT #120: PICO INSTALLATION JIG		1
8- Parts				
	44100.0001R01	UNDERGROUND CHEMICAL RESERVOIR- 50 GALLON (EM)		2
	5312.0000R07	WATER CONTAINMENT SYSTEM 2000G (EM)		1
	5322.0000R02	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) (EM)		1
9- Transport				
19030	19030	Freight Fee		1

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QUOTE



19020	19020	Embed Freight Fee		1
18020	18020	Packaging Fee		1

Additional Information

Costars 5%

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	267,598.00
Discount:	(24,979.90)
Services:	240,875.00
Transport:	10,750.00
Subtotal:	494,243.10
Total:	494,243.10
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product >\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45

Services Payment Terms: Progressive Payments, NET 30

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Installation Charges

Please note: Installation fees are an estimate at the time of quoting and is subject to change without notice. Vortex reserves the right to adjust the installation fees quoted above.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

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QUOTE



Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: ~~100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order.~~ **Payments to be made per payment terms listed above.** Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

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QUOTE



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OHSA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

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QUOTE



X

Name
Title

BO 25

QUOTE



STATEMENT OF WORK – Start-Up & Training Services

Inclusions General Items

- The Start-up service provides a set-up configurations and/or onsite training for (WQMS) Water Quality Management System and/or (WDS) Water Distribution.
- A certified installation Technician for the duration of up to a maximum of 12-hours of time.
- A detailed Customer report for records.
- The Start-up configurations can include, but is not limited to the following Water Filtration verifications:
 - o Electrical entry requirements verifications, verifying that the main controller is operational, priming pump(s), verifying pump(s) rotation, filtration verifications, installation of chemical probes in flow cell, starting the filtration line, adjustments of filtration flow rate, making chemical controller functional/adjustments, adjusting the chemical feed pump settings, verifying that the filter flow switch signal is working, calibrating the pH probe, verifying that the water holding tank is clear and balanced.
 - The Start-up configurations can include the following Play feature verifications:
 - o Starting the feature pump, inspecting the system for leaks, ensuring no air bubbles in pump line, opening the ball valves on solenoid feed lines, Manual mode line verifications, flushing lines if required, adjusting flow through: Bypass valve, installation of all spray nozzles on features, manual-mode adjustments on water flow features, verifying that the flow switch signal on feature side is working.
 - o The Start-up configurations can include the following Operations verifications:
 - o Verifying signal from activator(s), Setting time clock and operational hours, testing all sequence, adjusting feature flows during sequences, setting all control settings to automatic.
 - The Start-up configurations can include the following UV verifications:
 - o Verification of the UV Model and installation, making sure the UV system was commissioned by certified UV Technician, verification of starting Dose of UV system.
 - o The Start-up configurations can include the following Filter Pump(s) and Feature Pump verifications:
 - o Horsepower, Phase, Pressure, Vacuum, Voltage, Amperage and Glow GPM, Sand Filter Pressure, Filter Effluent Pressure and Flow Cell Pressure.
 - The Start-up configurations can include the following Chemical Control water testing verifications:
 - o Chlorine levels, pH levels, alkalinity, calcium, making chemical pump chlorine setting adjustments and making Chemical pump acid setting adjustments.
 - The training provided to the Customer responsible includes the following:
 - o Splashpad components and required maintenances
 - o Play features required maintenances
 - o WQMS or WDS Component maintenances
 - o Mechanical room operations/components management training
 - o Training on controller
 - o Troubleshooting Training
 - o Seasonal Opening procedure Training
 - o Seasonal Closing procedure training
 - o maintenance checklists on all the necessary steps to maintain a Splashpad.

Customer's Responsibility & Exclusions from Vortex' Scope of Work

- Vortex will only schedule onsite Start-up and Training Technician services once we receive the Installer Pre-visit checklist showing that the construction and system installation has been completed by the Installer.
- Guiding individual Project Managers, General Contractor or Construction Contractors on the installation process.
- Project manager or crew chief or laborer onsite.
- Filling the holding tank with clean water prior to scheduling the Vortex Technician.
- Filling the sand filter(s) prior to scheduling the Vortex Technician.
- Filling the chemical containers prior to scheduling the Vortex Technician.
- Ensuring that all necessary resources are onsite for the entire duration of the Start-Up and Training service.

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QUOTE



Other clauses that may incur additional expenses to be borne by the client

- The Customer must advise Vortex in advance of any special site access requirements. (ie: safety courses)
- The Customer is responsible in providing a safe working environment.
- Should the client request a shorter or longer period of Start-up & Training, than what is determined by Vortex to be appropriate, they will be invoiced for the agreed upon duration. In the event the clients wants a shorter period of time than recommended, the Technician will do their best to give as much instruction as possible within the allotted time but Vortex does not accept any responsibility for any issues that may arise due to incomplete, insufficient or non-conforming Start-up or training.
- The start-up configuration duration is usually about 8-hours and the training duration is usually about 4-hours. Days are working days Monday to Friday. A Working day is equal to 8 hours. Up to 10 hours may be tolerated, at the discretion of the Vortex Technician. Additional hours will be invoiced.
- Vortex is not responsible for delays due to weather, un-safe working conditions, lack of personnel, lack of equipment, or any other situations. Any additional time required due to delays will be invoiced accordingly.
- At all times the safety and general wellbeing of the Vortex Technician is the responsibility of the client/ GC/ Project Manager. If at any time the Vortex Technician feels they have been put in any kind of un safe situation, felt threatened or endangered by any personnel on or around the work site or asked to be part of anything not in accordance with their professional morals, it is at the discretion of the Technician to walk off the site and remove themselves from that situation. There would be no reimbursement of time lost in this situation

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QUOTE



Construction Agreement

The Owner and the Contractor agree as follows:

Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described in the statement of work appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in hereof.

Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above and will give Contractor written notice to commence work. Contractor will commence work after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the "Guaranteed Events") shall occur no later than the date specified (the "Guaranteed Completion Dates"), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Force Majeure Event

Owner and Contractor are aware of the ongoing pandemic known as COVID-19, and acknowledge that delays, additional costs, or both may occur as a result and are not the responsibility of the Contractor. If Contractor is delayed at any time in the commencement or progress of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from COVID-19, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum. Such causes may include but are not limited to labor shortages or unavailability of workers, supply chain disruption, inability of personnel to work due to federal, state or local executive orders, subcontractor delays or increased costs, unusual delays in deliveries, delayed inspections or permit approvals, material or equipment cost increases or delays, import delays, and other similar causes beyond Contractor's reasonable control.

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, "Force Majeure Event", shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God", and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.

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QUOTE



Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes for any utilities, public agencies, or governments other than herein provided.

Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section "Termination for Default by Contractor" of this Agreement.

Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

Extra Work & Deviations from Original Contract Work

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Allowances

If the contract price, as hereinabove defined, includes allowances of any kind, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or;
 - b. Commercial General Liability: Each occurrence limit \$1,000,000; Personal & Advertising injury limit \$1,000,000; Products completed operations aggregate limit \$1,000,000; General aggregate limit \$2,000,000
2. Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident \$1,000,000 each accident; injury by disease \$1,000,000 policy limit; bodily injury by disease \$1,000,000 each employee.
3. Commercial Auto Coverage: Auto liability limits of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.

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QUOTE



Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work ("Primary Warranty Period"), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

Termination for Convenience by Owner

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events ("Contractor Events of Default"):

- (a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates.
- (b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement.
- (c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and
- (d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses (a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.

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QUOTE



Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, through, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

Concealed Conditions

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same.

Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

Clean Up

It shall be Contractors responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi--legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor

Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.

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QUOTE



Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

Initial Here

Statement of Work Details

Project Information

Opportunity Name	Upper Hamilton Park Splashpad, PA
Opening Date	5/27/2024
SOW Type	WQMS
Receive Shipment by Sub Contractor	No
Number of Mobilizations	2

Splashpad Information

Square Feet	3,121
Quantity of Embeds	23
Quantity of LEDs	
Quantity of Activators	1
Quantity of Drains	1
Water Journey	

System Information

WQMS Type	Domepack 2 Loop
Electrical Input	208V, 1ph
Controller	MaestroPro
# 1.5" Lines (Manifold)	15
# 2" Lines (Manifold)	
# 4" Lines (Manifold)	

Specified Distances

Splashpad Perimeter	Specified distance
Distance to WMS	The "Specified Distance" is the assumed distance between the Water Management System and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.

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QUOTE



Distance to Sewer	15'	The "Specified Distance" is the assumed distance between the sewer connection and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Water Line	15'	The "Specified Distance" is the assumed distance between the Water supply line and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Electrical Panel	10'	The "Specified Distance" is the assumed distance between the main electrical panel feeding the splashpad and the Vortex Control Panel. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Storm (if Rainwater Diverter included)	15'	The "Specified Distance" is the assumed distance between the Rainwater Diverter and the storm drainage connection. If the actual distance exceeds what is specified, additional material cost will be charged to Client.

Permits Included

Building Permit	No	If Yes, Vortex is responsible for the Building Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Plumbing Permit	No	If Yes, Vortex is responsible for the Plumbing Permit submittals and paying associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Sewer Permit	No	If Yes, Vortex is responsible for the Sewer Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Electrical Permit	No	If Yes, Vortex is responsible for the Electrical Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Health Permit	No	If Yes, Vortex is responsible for the Health Department submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.

Plumbing Information Included

Pressure Lines	Yes	If Yes, Vortex is responsible for: <ul style="list-style-type: none"> • Il plumbing connections as necessary for the splashpad operation • Supply and install PVC SCH80 piping for all pressured lines from manifold to features locations. • Supply and install all suction lines for WQMS system if applicable. • Complete pressure test of all pressured lines.
Non-Pressure Lines	Yes	If yes, Vortex is responsible for supply and installation of drain lines for splashpad and drain pit as required
Backflow Preventer	No	If yes, Vortex is responsible for supply and installation of Pressure regulator/backflow preventer. supply and installation
Pressure Regulator	No	If yes, Vortex is responsible for supply and installation of Ppressure regulator. supply and installation

Inspections Included

Pressure Test	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Bonding/Rebar	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Electrical	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Plumbing	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Compaction Test	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.

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QUOTE



Sewer	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Concrete Scope Included		
Form, Place, Finish	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 6" thick concrete slab for splashpad area with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed Form, place and finish concrete slab of splashpad area as per final design • Form, place and finish all concrete slabs and collars necessary to support and secure components as system requires (Vault, dome, debris trap, water containment system) • Expansion joints or saw cuts every 10' for the concrete slab • Established grade of 2% slope to center drain and 1-2% slope back to drain pit. • 6" thick concrete slab for mechanical room with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed (If building provided by Vortex) • Supply drain pit for WMS (Cabinet, Vault, Domepack) • Form and place drain pit for mechanical room (If building provided by Vortex) • Medium broom finish on all exposed accessible concrete
Seat wall	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Form, place and finish concrete seat wall if applicable to the dimensions of the plans with 4000 psi concrete mix and #3 reinforcing bars @ 12" c/c both directions
Painted Concrete	No	If yes, Vortex is responsible for the supply and application of painted concrete.
Colored Concrete	No	If yes, Vortex is responsible for the supply of colored concrete. Customer to note that pricing is dependent on colors selected. A change of color might result in additional charges to customer
Soft Surfacing	No	If yes, Vortex is responsible for the supply and application of soft surfacing.
Excavation and Backfill Scope Included		
Splashpad Area	Yes	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Excavation of topsoil at a maximum of 16" below grade, proof compact sub-grade for the splashpad area • Backfill and compaction of all excavated areas • Excavation and backfill of trenches for pipelines as required • Excavation and backfill for water containment system and debris trap, as per design
Mechanical Room	No	If yes, Vortex is responsible for excavation and proof-compact mechanical room area (If building provided by Vortex)
Tank and Debris Trap	Yes	If yes, Vortex is responsible for excavation and backfill for water containment system and debris trap, as per design.
Haul-off Excavated Soil	Yes	If yes, Vortex is responsible for hauling off unused excavated soil
Electrical Scope Included		
Power to Vortex Panel	No	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner).
Power to WQMS	No	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner)
Bonding of Vortex Equipment	Yes	If yes, Vortex is responsible for bonding of Supply and install bonding for all features and pump equipment.
Not Included		Breakers needed in the electric panels are the responsibility of the Client
Vortex Equipment Installation Included		
Anchors	Yes	If yes, Vortex is responsible for the installation of all safeswap anchors, ground sprays and piping to final grade
Play Features	Yes	• If yes, Vortex is responsible for the installation of features.

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QUOTE



Water Journey	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Supply and place 3000 psi concrete mix with reinforcing bars 4 x #3 and #3 ties @ 12" c/c for each pilaster (Ø18" at specified depth) • Supply and place all plumbing connection as necessary for the Water Journey operation • Supply and place all electrical connections as necessary for Water Journey operation • Installation of the water journey and caulking of pre-cast slabs
Water System	Yes	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Installation and connection of the manifold in mechanical room or water distribution system • Installation of WQMS/WDS system as required
Other Included Services		
Trash Bin	No	If yes, Vortex is responsible for providing trash bins the construction area.
Temporary Fence	No	If yes, Vortex is responsible for supply and installation of temporary fences around the splashpad construction area.
Supply Chemicals	No	If yes, Vortex is responsible for the supply of necessary chemicals required for the startup and commissioning of the system.
Filter Sand	No	If yes, Vortex is responsible for the supply of necessary filter sand for the startup and commissioning of the system
Hose Bib	No	If yes, Vortex is responsible for the provision and installation of the hose bib.
Secure Storage	No	If yes, Vortex is responsible for the onsite secure storage of Vortex equipment.
Restroom	No	If yes, Vortex is responsible for the provision of temporary on-site restrooms for the duration of the construction
Electrical Breakers	No	If yes, Vortex is responsible for supply and installation of all electrical breakers need for Vortex equipment. Client to ensure main electrical panel has capacity and space needed for the breakers.
Landscape Repairs	No	If yes, Vortex is responsible for the repair Repair of any damages to the surrounding landscape
Install Supervision	No	If yes, Vortex is responsible for supervising the installation. Please review the Vortex Installation scope of work.
Elevations Install	No	If yes, Vortex is responsible for the installation of the elevations.
Waterslide Install	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Installation of steel columns, support arms and brackets. • Installation of towers, stairs, and canopy. • Installation of fiber glass slide

Special Notes and Requirements

Inclusions General Items

- Participation to pre-construction, project updates and safety meetings as required (Via Teams/Zoom video conference calls or audio calls)
- The installation work includes a maximum of 2 on-site mobilizations for the completion of project
- Unloading of Vortex equipment, provided only if the site is ready for installation when the products are shipped
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction

Customer's Responsibility & Exclusions from Vortex' Scope of Work

BO 35



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



CASTLE SHANNON POLICE DEPARTMENT
FINES AND FEES REPORT

MONTH OF May 2023

District Court Fines \$ 3,380.61

District Attorney Fines \$ 989.56

Parking Citations \$ 290.00

Report Fees \$ 195.00

Solicitor Permits \$ 00.00

Animal Control Fines \$ 00.00

Pawn Broker's License \$ 00.00

Pawn Outstanding \$ 00.00


Alarm Fines Received \$ 00.00

Alarms Billed \$ 100.00
Mr. Magic \$100.00

Alarms Outstanding \$ 00.00

Special Services _____

From:




Chief Kenneth Truver

PSF 1



Castle Shannon Police 2023 DJ Fines

DATE	State	Alleg. Co DA (DUI)	DJ -05-2-17
JAN		\$523.61	\$4,072.55
FEB		\$1,055.12	\$3,296.19
MAR		\$993.95	\$5,714.28
APR		\$1,178.51	\$3,022.81
MAY		\$989.56	\$3,380.61
JUN			
JUL			
AUG			
SEPT			
OCT			
NOV			
DEC			
	\$0.00	\$4,740.75	\$19,486.44


Kenneth M. Truver, Chief of Police

PSF 2

ANIMAL CONTROL ANALYSIS

MAY 2023

COMMUNITY # OF CALLS %

MT.LEBANON	161	24.73%
UPPER ST. CLAIR	86	13.21%
DORMONT	20	3.07%
SCOTT	43	6.61%
GREEN TREE	26	3.99%
WHITEHALL	73	11.21%
CASTLE SHANNON	26	3.99%
HEIDELBERG	4	0.61%
CARNEGIE	5	0.77%
ROSSLYN FARMS	3	0.46%
BALDWIN TWP	3	0.46%
BETHEL PARK	159	24.42%
BALDWIN BORO	42	6.45%
TOTALS:	651	100.00%

PSF3

ANIMAL CONTROL MONTHLY REPORT

FOR: MAY 2023

	MT LEBANON		USC		DORMONT		SCOTT		GREEN TREE		WHITEHALL	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
Picked Up Alive												
Dogs	0	14	2	9	1	3	2	7	0	1	2	9
Cats	3	4	0	1	0	1	0	1	0	0	1	3
Returned to Owner												
Dogs	0	12	2	9	1	3	2	7	0	1	3	9
Cats	0	1	0	1	0	1	0	1	0	0	0	0
Housed in Kennel												
Dogs	0	5	2	8	0	2	0	2	0	1	1	4
Cats	3	3	0	1	0	0	0	0	0	0	1	3
Relocated												
Dogs	0	1	0	1	0	0	0	0	0	0	0	0
Cats	1	1	0	0	0	0	0	0	0	0	1	2
Disposals (Strays)												
Dogs	0	0	0	0	0	0	0	0	0	0	0	0
Cats	0	0	0	0	0	0	0	0	0	0	0	0
Inquiries/Complaints												
Dogs	19	83	9	37	6	23	7	34	5	11	11	42
Cats	18	37	3	5	1	12	3	11	0	2	3	11
Quarantines Issued												
Dogs	2	3	3	6	0	1	0	1	0	0	0	3
Cats	1	1	0	0	0	0	0	0	0	0	0	0
Picked Up Dead												
Dogs	0	0	0	0	0	0	0	0	0	0	0	0
Cats	3	7	0	0	0	4	1	3	0	0	0	0
Deer	7	28	8	26	1	1	2	7	3	10	4	33
Other	23	92	8	18	5	8	9	32	3	6	2	6
Wild Animal Complaints												
In House	2	22	2	7	1	4	2	6	0	0	1	4
Outdoors	124	283	74	127	13	25	31	90	21	42	58	105
Box Traps Set	11	20	14	15	0	2	3	4	2	2	10	10
Animals in Trap	8	9	3	3	1	1	4	4	1	2	15	15
Picked Up Alive	8	27	1	12	0	1	0	10	0	0	0	3

JURISDICTION	ENFORCEMENT								2023 TOTAL # COMPLAINTS	
	WARNINGS		FINES		CITATIONS		TOTALS			
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
MT. LEBANON	6	16	0	4	0	9	6	29	161	421
UPPER ST. CLAIR	6	14	0	0	0	0	6	14	86	174
DORMONT	2	6	0	0	0	2	2	8	20	63
SCOTT TOWNSHIP	3	10	0	3	0	6	3	19	43	140
GREEN TREE	0	1	2	2	0	0	2	3	26	55
WHITEHALL	2	10	3	3	4	7	9	20	73	159
CASTLE SHANNON	5	8	0	1	2	3	7	12	26	61
HEIDELBERG	2	4	0	0	0	0	2	4	4	9
CARNEGIE	0	2	0	0	0	0	0	2	5	12
ROSSLYN FARMS	0	0	0	0	0	0	0	0	3	3
BALDWIN TWP	0	2	0	0	0	0	0	2	3	9
BETHEL PARK	1	22	3	4	0	5	4	31	159	391
BALDWIN BORO	0	2	0	0	0	0	0	2	42	105
TOTALS	27	97	8	17	6	32	41	146	651	1602

MSF 4

ANIMAL CONTROL MONTHLY REPORT

FOR: MAY 2023

	CASTLE SHANNON		HEIDELBERG		CARNEGIE		ROSSLYN FARMS		BALDWIN TWP		BETHEL PARK		BALDWIN BORO	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
Picked Up Alive														
Dogs	1	7	1	3	0	2	0	0	0	1	2	16	1	8
Cats	0	0	0	0	0	0	0	0	0	0	4	0	0	3
Returned to Owner														
Dogs	1	6	1	3	0	2	0	0	0	1	2	13	1	5
Cats	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Housed In Kennel														
Dogs	1	3	0	2	0	2	0	0	0	0	2	12	1	7
Cats	0	0	0	0	0	0	0	0	0	0	4	0	0	3
Relocated														
Dogs	0	1	0	0	0	0	0	0	0	0	6	2	0	4
Cats	0	0	0	0	0	0	0	0	0	0	3	0	0	3
Disposals (Strays)														
Dogs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cats	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Inquiries/Complaints														
Dogs	4	20	2	6	1	5	0	0	0	2	11	71	11	30
Cats	0	4	1	1	0	1	0	0	0	0	6	24	2	14
Quarantines Issued														
Dogs	1	1	0	0	0	0	0	0	0	0	2	7	0	2
Cats	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Picked Up Dead														
Dogs	0	0	0	1	0	0	0	0	0	0	0	1	0	2
Cats	0	0	1	1	0	0	0	0	0	0	2	5	0	4
Deer	0	2	0	1	1	2	0	0	1	2	12	62	2	10
Other	4	6	0	0	1	1	0	0	0	1	38	87	6	10
Wild Animal Complaints														
In House	0	1	0	0	0	0	0	0	2	2	5	8	0	4
Outdoors	22	36	1	2	4	6	3	3	1	5	137	288	29	57
Box Traps Set	2	2	0	0	0	0	0	0	0	0	7	8	3	3
Animals in Trap	5	5	0	0	0	0	0	0	0	0	16	16	5	5
Picked Up Alive	0	6	0	0	0	0	0	0	0	0	26	26	1	1

JURISDICTION	ENFORCEMENT								2023 TOTAL # COMPLAINTS	
	WARNINGS		FINES		CITATIONS		TOTALS		MONTH	YTD
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD		
MT. LEBANON	6	16	0	4	0	9	6	29	161	421
UPPER ST. CLAIR	6	14	0	0	0	0	6	14	86	174
DORMONT	2	6	0	0	0	2	2	8	20	63
SCOTT TOWNSHIP	3	10	0	3	0	6	3	19	43	140
GREEN TREE	0	1	2	2	0	0	2	3	26	55
WHITEHALL	2	10	3	3	4	7	9	20	73	159
CASTLE SHANNON	5	8	0	1	2	3	7	12	26	61
HEIDELBERG	2	4	0	0	0	0	2	4	4	9
CARNEGIE	0	2	0	0	0	0	0	2	5	12
ROSSLYN FARMS	0	0	0	0	0	0	0	0	3	3
BALDWIN TWP	0	2	0	0	0	0	0	2	3	9
BETHEL PARK	1	22	3	4	0	5	4	31	159	391
BALDWIN BORO	0	2	0	0	0	0	0	2	42	105
TOTALS	27	97	8	17	6	32	41	146	651	1602

PSF5

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
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
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
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
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	
549 Grove Road	1301	Robert Nagy	2 citations feeding animals, Infestation of rodents	8/13/21		Waiting for hearing date
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
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		
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 Co	Uninhabitable; contains filth and contamination, mold Lack M	6/13/22	7/28/22	Regular and Certified
343 Cooke Drive	786 A	Schnabletler LLC	Garbage out , no 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	Killamey 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	
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
535	Saint Anne Street	938	Marshall Gregory	Dog Feces disposal of rubbish, sanitation and means of egre-	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	6/5/23
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	6/13/23
816	Willow & Poplar	3633 to 3729	Bruce E Falgiani	Occupancy and Unit Registration need inspected	10/27/22	11/11/22	Hand Delived
817	Broadway Ave	3215	Milton E & Dorothy Hamel Jr.	Tree causing damage porch roof	10/27/22	11/4/22	
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
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	
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 Occupancyfor 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 Busness Regular and Certified
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 damag	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 ar	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	
	Street	No	Name	Violation- 2023	Date	Date to Correct	Corrected Date
113	Broadway Ave	3139	Sunset Capital Llc	Front porch block crumbling and needs repaired	1/24/23	2/7/23	6/20/23
115	Castle Shannon Blvd	1106	Josephine McGonigle	Garbage out before 6:00 Pm, No Occ, & No Unit Registration	1/25/23	1/30/23	
194	Prospect Ave	1220	Ashesh Shan	Gravel and mud into the street a MS4 issue parked on Grass	2/10/23	2/14/23	issued 2 more citations waiting for the hearing
195	Sleepy Hollow Road	967	Samantha and Adam, Elliott	Unauthorized Home Base Busniess	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	
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	
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	
317	Willow Avenue	3926	Barry T Langan	Garbage out before 6:00 Pm & no Occupancy & unit Registra	3/30/23	4/6/23	
323	Willow Avenue	3855	John French	Feeding birds causing rodent problems and close to the creel	3/31/23	4/2/23	submit citation on 5/17/23
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
341	Castle Shannon Blvd	1116	Raymond Lackner	Parapet, lintels, Windows Collapsing on the Southwestern sic	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	6/13/23
347	Sleepy Hollow Road	964	9624 Sleepy Hollow LLC	records show as vacant, no unit registration	4/17/23	4/18/23	
371	Willow Avenue	3855	John French	2nd Notice for feeding the birds causing rodent problems	4/19/23	4/21/23	submit citation on 5/17/23
372	Pine Avenue	905	Skylar Stewart PGH Property Group	No Occupancy, no unit registration parking on the grass	4/19/23	5/3/23	
373	Library Road	3547	Skylar Stewart PGH Property Group	No Occupancy, no unit registration	4/19/23	5/3/23	Regular and Certified
391	Connor Rd	1061	Matthew Templeton	Trailers parked in front of house	4/25/23	5/5/23	
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
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	
410	Connor Road	1013	John McGhee	2nd notice trailer in front of house, and building and scrape	5/2/23	5/12/23	
413	Killarney Drive	847	Daniel Mark Kohr	High Grass	5/2/23	5/7/23	6/5/23
476	Library Road	3563	OAP Ventures LLC James Brocato	Condemned for faulty construction & Unsafe Structure	5/9/23	11/9/23	Regular and Certified
479	Home Ave	3105	Matthew Simmons Aux Funding LLC	No Occ, No Unit Reg, High Grass	5/10/23	5/20/23	
488	Home Ave	3138	Jagpinder Singh	High Grass and no Unit Registration	5/10/23	5/15/23	
533	Poplar Avenue	3734	Steve R & melia A Dean	High Grass	5/12/23	5/17/23	
539	Broadway Ave	3254	Rashid H Boumasoud	3 citations submitted, High Grass, Storage, Junk Vehicles	5/15/23		waiting for hearing date
544	Saint Anne Street	938	Marshall Gregory	High Grass	5/16/23	5/21/23	6/12/23
547	Baldwin Street	921	CKZ Properties LLC	No Occupancy for tenant, no unit registration, high grass	5/16/23	5/26/23	
554	Library Road	3301	James & Michele Busch Jr	3rd Notice for signage, no unit registration, and High Grass	5/16/23	5/31/23	
557	Willow Avenue	3855	John French	Citation for Feeding the birds	5/17/23		Waiting for hearing
563	Prospect Ave	1244	Timothy P & Nancy M Geyer	2nd Notice for High Grass also tarps, broken, fence, debris	5/17/23	5/22/23	grass 6/12/23
564	McCully Road	1404	Michael A Kalanish	No Occupancy, Violation since 11/9/20, and High Grass	5/17/23	5/27/23	
566	Oakdale Ave	938	CICC & Sons Investments LLC	High Weeds, No Occ. with violations, No unit registration	5/18/23	5/28/23	6/21/23
567	Londonderry Drive	809	RP2ALL LLC Maurice Makay	2nd Notice for High Grass, and No Unit Reg. include 3017 Be	5/18/23	5/28/23	just the grass on 5/24/23
605	Park Avenue	931	David H Goldenberg	High Grass	5/23/23	5/28/23	6/19/23
618	Sleepy Hollow Road	968	Douglas Foster & Ashle Hall	Excessive Amount of noise endangering the comfort other per	5/24/23	5/25/23	6/14/23
619	Middle Road	889	Stevenson Williams Co. Don Angel	High Grass	5/24/23	5/29/23	6/21/23
620	Middle Road	889	David Goudy	High Grass	5/24/23	5/29/23	6/21/23
623	Oakdale Ave	938	CICC & Sons Investments LLC	2nd Notice for High Grass	5/24/23	5/29/23	6/21/23
629	Library Road	4156	Paul & Kathy Hess	No Occ for new tenant, no unit reg, banner and no sign permi	5/26/23	6/2/23	Regular and Certified
630	Castle Shannon Blvd	1116	Truitt Miller Miller Mulligans	No Occ and no portable sign permit	5/26/23	6/5/23	1/8/00
631	Redwood Drive	985	Donald & Amy Krtanjek	No reinspection and piling brush under pine trees in backyard	5/30/23	6/14/23	
633	Grove Road	1461	Milan Zaharcev	High Grass in the back yard causing rodent issues	5/31/23	6/5/23	

634	Martha Street	1315	Ronald G Markel Jr.	2004 Honda parked with flat tire, expired plate and stickers	6/6/23	6/16/23	6/19/23
638	Castle Road	153	Mary E Munnell	Wall is crumbling and falling down causing a safety hazard	6/6/23	7/6/23	extention till August 6th
639	Highland Villa Drive	1492	Jeffrey Taylor Hall	Building material and other items stored in the public view	6/6/23	6/16/23	6/12/23
640	McRoberts Road	3220	Milton E & Dorothy Hamel Jr.	High Grass	6/6/23	6/11/23	6/12/23
641	Broadway Ave	3215	Milton E & Dorothy Hamel Jr.	High Grass	6/6/23	6/11/23	6/12/23
642	Killarney Drive	814	Neil J McKenzie	High Grass	6/7/23	6/12/23	6/19/23
644	Riehl Drive	707	Pingala Gajurel	High Grass	6/7/23	6/12/23	6/21/23
645	Middle Road	889	David Goudy	High Grass in the backyard	6/8/23	6/13/23	
646	Lindenwood Drive	819	Mary Lou Rusbarsky	High Weeds in the front yard	6/8/23	6/13/23	
648	Maple Avenue	914	William E & Susan C Hulemrich	Feeding birds in the backyard	6/8/23	6/10/23	6/12/23
649	Poplar Avenue	3734	Steve R & Amelia A Dean	2nd Notice for high Grass and weeds, and no house numbers	6/7/23	6/12/23	
651	St. Anne Street	940	Alvin L Ferree II	Cut and clean up all the high weeds, unsafe concrete steps	6/8/23	6/13/23	6/13/23
653	Connor Road	1035	Justin Gaydos	High Grass	6/7/23	6/12/23	6/13/23
654	Middleboro Road	3675	Paula Hein	White Toyota parked on the grass	6/8/23	6/9/23	6/12/23
655	McRoberts Road	3170	Jordan Kelly Soth Hills Real Estate	2nd notice for high grass	6/7/23	6/12/23	6/19/23
656	Oak Drive	1431	Gary S & Barbara A Hudzik	2nd notice Fence falling into neigfhbors yard & Siding falling	6/7/23	6/17/23	
657	Oakdale Ave	941	Kameron Kline	High Grass & weeds in te adjoining Vacant lot 139-P-71	6/9/23	6/14/23	6/14/23
658	Grant St	3765	Mark Kollar	2006 Chevy pick up parked on the front yard,. Mud in the str	6/9/23	6/10/23	6/12/23
659	Rebecca Street	3700	Purni Maya Maji	High Grass/Weeds	6/12/23	6/17/23	6/19/23
660	Connor Road	1033	Charlene A Hartung	High Grass on the front hillside	6/12/23	6/17/23	
661	Corbett Drive	853	Sandy Maxcy	Garbage out way too early	6/12/23	6/13/23	6/15/23
662	Poplar Avenue	3538	Stephen Nickles & Kristy Heslet	High Grass in the back yard	6/12/23	6/17/23	
663	Broadway Ave	3254	Rashid H Boumasoud	3 Citation Storage, High Grass, Inoperative vehicles	6/8/23		Waiting for the hearing date
664	Greenridge Drive	4208	Ganga Thapa	Black Toyota parked on the grass	6/13/23	6/14/23	6/14/23
665	Home Ave	3006	Christine E Tatka	High Grass in the backyard	6/13/23	6/18/23	
666	Broadway Avenue	3254	Rashid H Boumasoud	3 more citations Grass,Storage,Junk cars & Trailer	6/13/23		Waiting for the hearing date
667	Belleville Street	2907	Mark Puluka	High weeds on the front hillside	6/13/23	6/18/23	
668	Belleville Street	2905	Christina Burrows	High Grass and Weeds in the front of the house	6/13/23	6/18/23	
669	Killarney Drive	814	MA'AM	High Grass	6/13/23	6/18/23	6/19/23
670	Park Avenue	931	David H Goldenberg	2nd Notice for high weeds in the front of the house	6/13/23	6/18/23	6/19/23
671	Broadway Ave	3254	Rashid H Boumasoud	3 more citations Grass,Storage,Junk cars & Trailer	6/14/23		Waiting for the hearing date
672	Willow Ave	3855	John French	Citation for feeding the wildlife	6/14/23		Waiting for the hearing date
673	Library Road	3547	Skylar Stewart PGH Property Group	Citation for no occupancy	6/14/23		Waiting for the hearing date
674	Pine Avenue	905	Skylar Stewart PGH Property Group	Citation for no occupancy	6/14/23		Waiting for the hearing date
675	Broadway Ave	3141	Craig D & Karen Lachappell	Front porch crumbling and in need of repairs	6/14/23	8/14/23	
676	6th Street	1400	Thomas F Pashel	High Grass and Weeds on front and side hill	6/14/23	6/19/23	6/21/23
677	Home Ave	3008	Janet Mickens	High Grass and Weeds in the back yard	6/14/23	6/19/23	6/19/23
678	Killarney Drive	846	Doris Cacia	Garbage out before 6:00 Pm	6/14/23	6/15/23	6/19/23
679	Lebanon Ave	913	Jeffrey & Melissa C Vandergrift	High Grass/Weeds on front bank	6/14/23	6/19/23	6/21/23
680	Myrtle Ave.	3735	Tracey Ondek	High Weedsall around the fence	6/14/23	6/19/23	

681	Broadway Ave	3139	Sunset Capital Llc Jeff Smith	2nd notice for crumbling front porch that needs repaired	6/14/23	6/19/23	6/20/23
682	Lyndell St	3707	Catherine Brothers	High Grass in the front and back of the house	6/14/23	6/19/23	
683	Baldwin Street	913	Jamie Zinn	High Grass in the front of the house	6/14/23	6/19/23	6/19/23
684	Baldwin Street	914	Carl Marbello	Garbage put out before 6:00 Pm	6/14/23	6/15/23	6/19/23
685	Baldwin Street	916	Mark Wertz	Garbage out before 6:00 Pm	6/14/23	6/15/23	6/19/23
686	Hastie Road	1051	Nicola & Marcella Raso	Garbage out before 6:00 Pm	6/14/23	6/15/23	6/19/23
687	Thornwood Drive	1036	Florian G & Reginia Krappweis	High Grass	6/14/23	6/19/23	6/19/23
688	Thornwood Drive	1058	Michael Barron	2nd Notice Silver Nissan parking on the grass	6/14/23	6/15/23	6/19/23
689	Hastie Road	1018	Kathy A Erndl	Blue/gray Subaru parking on the grass	6/15/23	6/16/23	Regular and Certified 6/20/23
690	Pine Avenue	974	Thomas Owen & Mary Margaret Ern	High Grass around the parking area	6/15/23	6/20/23	
691	Poplar Avenue	3725	Coccoaro & Associates Bob Coccoaro	No Occupancy and Ford Van with expired stickers	6/15/23	6/25/23	
692	Poplar Avenue	3730	Stepen Poremski	GreenVan in the parking lot with expired stickers	6/15/23	6/25/23	
693	Oakdale Ave	938	Chris Ciccarella	3rd notice for High Grass next time it will be a citation	6/15/23	9/20/25	6/21/23
694	Lyndell Ct	4005	David S Brace	warning on mishandling of garbage & Cans in front of house	6/16/23	6/17/23	warning
695	Belleville Street	3145	Janet L Stella	Garbage out too early	6/16/23	6/17/23	6/19/23
696	Belleville Street	3101	Hanna Prisbylla & Anthony Frazier	recycling out too early and being mishandled	6/16/23	6/17/23	6/19/23
697	Sleepy Hollow Road	947	Jeffrey Dillon Jr.	2015 Cadillac parking on the grass	6/16/23	6/17/23	9/19/23
698	Maplewood Drive	918	Karen L Brown	Garbage out way before pickup day	6/19/23	6/20/23	6/21/23
699	McRoberts Road	3402	Heather Kimberle	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
700	Magnolia Drive	1417	Jill E Monahan	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
701	Magnolia Drive	1419	Gary & Kathleen A Nagy	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
702	Sycamore Drive	3383	Jeffrey N & Keri Ann Paczkowski	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
703	Highland Villa Drive	1419	David R & Margaret A Rauth	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
704	Grove Road	1340	Robert Gallszewski	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
705	Grove Road	1363	Mildred H Stefko	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
706	Library Road	3547	PGH Property LLC Skyler Stewart	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
707	Prospect Ave	3909	Raymond A & Sandra M Sullivan	Weeds on the hillside are high	6/19/23	6/24/23	
708	Rebecca Street	3717	Ivo & Vesna Martinovic	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
709	Rebecca Street	3737	Sean Browne	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
710	Clara Ave	1313	Ronald J & Kathleen A Badaracco Jr	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
711	Clara Ave	1345	Andrea L Sypherd	Garbage out before 6:00 Pm	6/19/23	6/20/23	6/21/23
712	Lyndell Street	3729	Sara A McMillan	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
713	Lyndell Street	3735	James A & Susan Morris	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
714	Lyndell Street	3817	Bernard Jocusns	Garbage/recycling out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
715	Lyndell Street	3821	Allison C Friedman	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
716	Lyndell Street	3830	Victor Ramirez Abendano Jr	Garbage and Recycling out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
717	Lyndell Street	3913	Steven & Brianne Brophy	Garbage and Recycling out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
718	McCully Road	1305	XI QUN LU	Garbage out before 6:00 Pm	6/19/23	6/20/23	removed 6/21/23 warning
719	McCully Road	1324	Justin M & Christine E Granger	Garbage out before 6:00 Pm	6/19/23	6/20/23	6/21/23
720	Willow Avenue	4208	Krishna Chhetri	Left garbage can at the curb all weekend	6/19/23	6/20/23	removed 6/21/23 warning 6/21/23

721	Broadway Ave	3254	Rashid H Boumasoud	3 more citations Grass,Storage, Junk car	6/19/23		Waiting for the hearing date
722	Broadway Ave	3254	Rashid H Boumasoud	3 more citations Grass,Storage, Junk car	6/20/23		Waiting for the hearing date
723	Newport Drive	930	Frederick C & Carol H Boden	2nd Notice for silver Mitsubishi with expired plate	6/20/23	6/30/23	
724	Elm Avenue	3616	Victoria I Ruth	Truck is over the 3/4 ton payload dragging mud into street	6/20/23	6/21/23	6/23/23
725	Poplar Avenue	3538	Stephen Nickles	2nd notice for high grass in the backyard	6/20/23	6/25/23	
726	Poplar Avenue	3734	Steve R & Amelia A Dean	Third notice High Weeds around property driveway	6/20/23	6/25/23	Regular & Certified
727	Prospect Ave	1210	Albert Byers	Weeds along the street are High	6/20/23	6/25/23	
728	Prospect Ave	1214	James and Justin Hopkins	Grass and weeds are high	6/20/23	6/25/23	
729	Lockridge Road	3406	Darrell M & Mary Ann Gray	Black GMC parked on the grass	6/20/23	6/21/23	warning 6/21/23
730	Orr Drive	1439	Stanmley J & Suzanne M Plotrowski	Vehicle parked off the pads and on the grass	6/20/23	6/21/23	warning 6/21/23
731	Blossom Hill Road	1605	Martin A & Patricia M Sobieralski	Vehicles parked on the grass	6/20/23	6/21/23	6/21/23
732	Highland Villa Drive	1412	John Jay Thigpen II	2nd Notice for side porch and steps	6/20/23	7/20/23	
733	Middleboro Road	3564	Caley P Mangan	3rd Notice missing gutter, uninspected ford pickup	6/20/23	7/1/23	
734	Connor Road	1033	Charlene A Hartung	2nd Notice for high grass on the front hillside	6/21/23	6/25/23	
735	Library Road	3470	James Brocato	Condemn the structure, with a 240 day as is	6/20/23	2/15/24	
736	McCully Road	1405	Michael A Kalanish	High Weeds with a brush pile backyard, pallets,Broken Fenc	6/21/23	6/26/23	
737	Connor Road	1013	John McGhee	Garbage out before 6:00 Pm, tractor &3rd for trailer in drivew	6/21/23	7/1/23	
738	Milton Road	1001	Kevin Forrester	Vehicle parked on the grass in the front	6/21/23	6/22/23	6/23/23
739	Willow Ave	4211	Robert P Recker	Garbage was out before 6:00 Pm	6/21/23	6/22/23	6/23/23
740	Willow Ave	4208	Krishna Chhetri	Garbage out brfore 6:00 Pm	6/21/23	6/22/23	6/23/23
741	Baldwin Street	921	Andy Bekich	High Grass and weeds in the backyard, along with brush pile	6/21/23	6/26/23	
742	Baldwin Street	919	Charles F Eberenz	High Grass & Weeds, with a brush pile in backyard	6/21/23	6/26/23	
743	Pine Avenue	974	Thomas Owen & Mary Margaret Em	2nd Notice for high grass around the vehicle	6/21/23	6/26/23	
744	Maplewood Drive	817	Vincent M & Mary Cofini	Garbage out brfore 6:00 Pm	6/21/23	6/22/23	6/23/23
745	Spruce Street	900	Kirsch Residence	Garbage out before 6:00 Pm	6/21/23	6/22/23	6/23/23
746	Laurel Ave	976	Donald W & Kathleen P Lindner	Garbage out before 6:00 Pm	6/21/23	6/22/23	removed 6/23/23 Warning
747	Middle Road	886	Joseph A & Caitlin E Kubiak	Garbage Out before 6:00 Pm	6/21/23	6/22/23	removed 6/23/23 Warning
748	Killarney Drive	796	James L & Rebecca L Corwin	Garbage out before 6:00 Pm	6/21/23	6/22/23	removed 6/23/23 Warning
749	Killarney Drive	811	Jodi L Doyle	Garbage out before 6:00 Pm	6/21/23	6/22/23	6/23/23
750	Killarney Drive	828	Monica Hernandez	High Grass	6/21/23	6/22/23	
751	Killarney Drive	842	Dennis & Judy Petronio	High Grass	6/21/23	6/26/23	
752	Killarney Drive	844	Patricia M Semple	High Grass	6/21/23	6/26/23	
753	Grove Road	1373	Kira Shelton &James Olsen	Grass in the backyard is high	6/21/23	6/26/23	
754	Broadway Ave	3254	Rashid H Boumasoud	3 more citations Grass, Storage, Junk car	6/22/23		Waiting for the hearing date
755	Broadway Ave	3254	Rashid H Boumasoud	3 more citations Grass, Storage, Junk car	6/23/23		Waiting for the hearing date

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Borough of Castle Shannon

Planning Commission Minutes for March 20, 2023

Chairman Marv Levin called the meeting to order at 7:00 PM. Other Commission members present were William Grand, Vance Kochenderfer, and Robert Broman. Also present was Zoning Officer Paul Vietmeier. Member Timothy Swisher was absent.

Mr. Broman moved to adopt the the minutes for the December 19, 2022 meeting as distributed and Mr. Grand seconded. The motion was adopted.

Lindsay Tolbert appeared before the Commission on behalf of John and Deb Leonard to request a change of use for the former Everyday Eclectic shop at 3744 Willow Avenue. The new use will be for a shop that repurposes old wood by converting it to decorative items. In addition, they wish to conduct painting and crafting classes on site. Mr. Grand moved to recommend approval of the request, and Mr. Broman seconded. The motion was adopted.

Truitt Miller appeared before the Commission to request a change of use for the former Hemlock Homes at 1116 Castle Shannon Boulevard. The new use will be an indoor golf simulator. It is also planned to sell a small range of items such as apparel branded with the company logo. If there is demand, golf professionals could also provide instruction at the facility. Mr. Broman moved to recommend approval of the request, and Mr. Grand seconded. The motion was adopted.

Edward Thimons appeared before the Commission to request a change of use for the former Ft. Pitt Piano Co. at 325 Mt. Lebanon Boulevard. The new use would be as a laundromat. Members questioned the availability of parking, and Mr. Thimons stated he was satisfied with the parking on site, which is shared between multiple businesses. Mr. Broman moved to recommend approval of the request, on the condition that appropriate utility connections are obtained and the installation meets all building codes. Mr. Grand seconded the motion. The motion was adopted.

Mr. Vietmeier brought two items to the Commission's attention for possible consideration. The first was information about how other municipalities in the area regulate short-term rentals. The second was the existence of vending machines for CBD and Delta 88 products; though he did not know of any interest in placing these in the borough, he wanted the Commission to be aware that it may come up in the future. No action was taken by the Commission regarding these items.

There being no further business, a motion to adjourn the meeting was made by Mr. Broman and seconded by Mr. Grand. The motion was adopted. Chairman Levin adjourned the meeting at 7:48 PM.

Respectfully submitted,

Vance Kochenderfer

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