



## CASTLE SHANNON BOROUGH COUNCIL MEETING AGENDA

Monday, February 26, 2024

**Executive Session – 6:00 PM**  
**Public Meeting – 7:00PM**

**I. Call to Order**

**II. Reflection and Pledge of Allegiance**

**III. Roll Call:**

Council: N. Kovach, Council President; D. Swisher, Council Vice President; W. Oates; D. Seiler;  
K. Brannon; Lisa Shartle; Jeremy Emph  
Mayor: D. Baumgarten  
Tax Collector: E. O'Malley  
Staff: C.M. Foote, Borough Manager; D. Biondo, Solicitor; K. Truver, Police Chief; P. Vietmeier,  
Codes; J. Stanton, Engineer; Lori Miller, Recording Secretary

**IV. Public Notice**

- A. An Executive Session was held this evening at 6:00 PM for the purpose of collecting information or educating agency members about an issue.
- B. An Executive Session was held by the HR/Personnel Committee on Friday, February 9, 2024 at 10:00 am to discuss personnel matters

**V. Revisions or Additions to the Agenda**

**VI. Public Comment—Agenda Items (excluding comments on Ordinances 937 & 938)**

**VII. Public Presentations**

- A. Presentation by Teri Fischer, Waste Management, regarding new trash and recycling collection programs.
- B. Dave Hohman, KU Resources, Inc. regarding Phase II Streetscape Project.

**VIII. Approval of Minutes**

- A. **Suggested Motion:** Move to approve the February 12, 2024 Borough Council Business Meeting Minutes.

**IX. Administration**

- A. **Hearing:** Borough Council will hold a public hearing to consider Ordinances 937 and 938 (Solid Waste Ordinance and Recycling Ordinance).



1. **Suggested Motion:** Move to enact Ordinance 937, amending and restating Ordinance number 745, known as the "Castle Shannon Solid Waste Ordinance."
2. **Suggested Motion:** Move to enact Ordinance 938, amending and restating Ordinance number 746, known as the "Castle Shannon Recycling Ordinance."

B. **Castle Shannon Borough and Eastern Atlantic States Regional Council of Carpenters**

1. **Suggested Motion:** Move to authorize Council President to execute Tentative Agreement between Castle Shannon Borough and Eastern Atlantic States Regional Council of Carpenters.

X. **Bid Openings, Contracts, and Resolutions**

A. **Contract Award**

1. **Contract No. 23-S1 Frank Street Sanitary Extension**

- a. **Suggested Motion:** Move to award Contract No. 23-S1 to the apparent low bidder, Soli Construction, Inc. in the amount of \$87,735.00 subject to obtaining the required insurance certificates, performance bond, funding agency compliance certifications and review and approval of same by the Borough Solicitor prior to execution of the Agreement by the Borough.

B. **Professional Services: Scope of Contract Revision for Streetscape Project Phase II**

1. KU Resources, Inc. requests additional services to its Scope of Work with commensurate increase its contract. The scope changes include 1) Supplemental HOP Permit, 2) Port Authority Park-N-Ride Project Coordination. The changes in scope increase current contract by \$9,950.00.
  - a. **Suggested Motion:** Move to authorize Borough Manager to execute Scope Revision Agreement with KU Resources, Inc. increasing the professional Services fees by \$9,950.00.

C. **Service Order Authorization: 2024 Roadway Improvement Project R01- Liquid Fuels**

1. **Suggested Motion:** Move to authorize Borough Manager to execute Service Order Number 253-201-24 in the amount of \$17,600.00 to be paid from the Liquid Fuels Fund.

D. **Service Order Authorization: 2024 Roadway Improvement Project R02- Capital Fund**

1. **Suggested Motion:** Move to authorize Borough Manager to execute Service Order Number 253-200-24 in the amount of \$17,600.00 to be paid from the capital Fund.



## **XI. Council Committee Reports**

### A. Community Engagement/Events

### B. Finance

1. Review of Check Registers
2. Bill Pay List

a. **Suggested Motion:** Move to authorize the payment of all outstanding bills and invoices.

### C. HR/Personnel/Policy

### D. Planning/Codes

1. The Borough will hold a Conditional Use Hearing on Monday, March 11, 2024 immediately following the Council Business Meeting.

### E. Public Safety

1. CSPD
2. CSVFD

### F. Public Works

1. Council consideration of the purchase of a truck and dump body.

a. **Suggested Motion:** Move to authorize Borough Manager to order one (1) 2024 Ford F-550 4x4 SD Regular Cab and chassis from Allegheny Ford Truck Sales at the COSTARS price of \$69,879.00.

b. **Suggested Motion:** Move to authorize Borough Manager to order one (1) truck upfit package from Stephenson Equipment at the COSTARS price of \$57,382.00.

## **XII. Board Reports**

### A. ACBA

### B. Civil Service.

### C. Economic Development

### D. Library

### E. MRTSA

### F. SHACOG

## **XIII. Mayor's Report**

## **XIV. Manager's Report**

### A. Dormont Pool



- XV. Solicitor's Report**
- XVI. Real Estate Tax Collector Report**
- XVII. Public Comment— Non-Agenda Items**
- XVIII. Old Business**
- XIX. New Business**
- XX. Adjournment**

## Michael Foote

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**From:** David Hohman <dhhohman@kuresources.com>  
**Sent:** Wednesday, February 14, 2024 3:24 PM  
**To:** Michael Foote  
**Subject:** Updated Castle Shannon Streetscape Construction OPC and history  
**Attachments:** 01 CSB RACP FUNDING-Phase 2 OPC 12-12-2022.pdf; 01 CSB RACP FUNDING-Phase 2 OPC REV1 01\_05\_2023.pdf; 01 CSB RACP FUNDING-Phase 2 OPC REV 02-14-2024.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Michael,

I added the construction cost to bore under the boulevard for the electric service to the Ice Castle side lighting- about \$30K so no big hit. I included a couple older estimates (*Opinion of Construction Cost -OPC*) to give you some construction cost history too:

- **Estimate dated 12-12-2022** ran too close to the overall budget and didn't leave us enough 'fat' if we run into some latent conditions like in the first phase (not expected but best to plan for it.)
- Borough decided we didn't need to run new streetlights all the way down both sides of the boulevard to the Ice Castle entrance, as the existing PennDOT cobra head lights provides safe pedestrian lighting in these areas. The 15 lights on the north side and the 16 lights on the south side were reduce to 4 lights each side to transition the merchant areas streetscape to the boulevard westward and to save on budget. **Estimate dated 01-05-2023** reflect these changes.
- **Estimate dated 02-14-2024** adds a section that adds the Utility Boring under CS Boulevard as requested. I think we are still in good shape with budget.

Let me know if you need any addition info or explanations.

Thanks,  
Dave

**Dave Hohman, PLA, ASLA, LEED AP**  
*Senior Project Manager / Senior Landscape Architect*  
KU Resources, Inc.  
22 South Linden Street, Duquesne, PA 15110  
412-352-2938  
[dhhohman@kuresources.com](mailto:dhhohman@kuresources.com)  
[www.kuresources.com](http://www.kuresources.com)





February 2, 2024

Mr. Michael Foote  
Borough Manager  
Castle Shannon Borough  
3310 McRoberts Road  
Castle Shannon, PA 15234  
Via email: [cmfoote@csboro.org](mailto:cmfoote@csboro.org)

**Subject: Castle Shannon Streetscape - Additional Services Request  
Supplemental HOP Permit and Park-N-Ride Project Coordination  
Castle Shannon Borough, Pennsylvania**

Dear Michael:

KU Resources, Inc. (KU Resources), respectfully submits this request for additional services due to recent changes in scope that could not be foreseen during the development of the original proposal.

We have prepared the following scope of work and fee based upon our current understanding of the additional services required based on our discussions with the borough, AECOM (the engineer of record for the Port Authority's Park-N-Ride Project), and PennDOT. The following is our detailed assessment of the scopes and the resultant fees thereof.

#### **ADDITIONAL SCOPES OF WORK**

##### **TASK 1.0 SUPPLEMENTAL HOP PERMIT DRAWINGS AND INFORMATION**

1. The streetlights along Castle Shannon Boulevard have existing underground power on the north side of the street. The proposed lights on the south side (Ice Castle side) of the street need to connect to this existing power to avoid a costly electrical extension from another power source. After discussion with PennDOT, they will no longer allow open road cuts on their roadways (which was allowed in 2017 when the permit was initiated) and will require us to bore under the road to place our electrical conduits.
  - a. KU Resources will coordinate with PennDOT to submit the required supplemental permit information to the existing Highway Occupancy Permit (HOP).
  - b. The supplemental information will include site location drawings, plan drawings, bore drawings, and details.
  - c. The drawings will need to be formatted per PennDOT drawing standards.
  - d. This scope includes (3) meetings either in-person or virtual with PennDOT for coordination of this work.

##### **TASK 2.0 PORT AUTHORITY PARK-N-RIDE PROJECT COORDINATION**

1. The Port Authority's Park-n-Ride Project will impact the current drawings for the streetscape.
  - a. KU Resources will coordinate with AECOM to coordinate the areas of project improvement overlap to avoid duplication and to determine portions of the KU drawings that must be revised.
  - b. This scope includes (2) meetings either in-person or virtual with AECOM for coordination of this work.

*Pub 2*

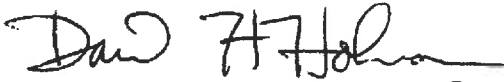
**FEE CHART**

SUPPLEMENTAL HOP REQUIREMENTS	\$7,550.00
PARK-N-RIDE PROJECT COORDINATION	<u>\$2,400.00</u>
<b>TOTAL ADDITIONAL FEE:</b>	<b>\$9,950.00</b>

We look forward to continuing to work with the Borough to realize this ongoing exciting project and to address these additional services as expeditiously as possible. If this Proposal is acceptable, please sign where indicated below and return one executed copy for our file (email is acceptable) and retain one for your records. This work will be completed in accordance with the executed agreement for the streetscape project.

Should you require additional information, please do not hesitate to contact me.

Respectfully submitted,



David H. Hohman, PLA, ASLA, LEED AP  
Senior Project Manager/Senior Landscape Architect  
Cell: 412-352-2938

DHH/cak

cc: Ms. Krista Mosher, Castle Shannon Borough

**AUTHORIZED BY:**  
**Castle Shannon Borough**

**BY:** \_\_\_\_\_  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

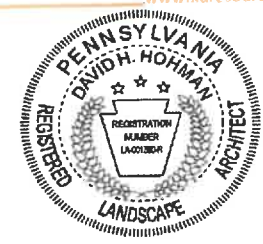




**Castle Shannon Borough Streetscape Renovation  
PHASE TWO (RACP FUNDING AREAS)**

**Opinion of Probable Construction Cost**

12/12/2022



<u>Project Area / Scope</u>	<u>No.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b><u>Downtown Area Improvements</u></b>				
Assorted planters at Downtown area as coord. with borough	1	LS	\$ 50,000.00	\$50,000.00
Planter drainage aggregate, filter fabric, soil mix (plants by Owner)	1	LS	\$ 2,500.00	\$2,500.00
			<b>Subtotal</b>	<b>\$52,500.00</b>
<b><u>Park Avenue Improvements</u></b>				
<b><u>Removals and Preparation</u></b>				
Remove concrete paving/excavate as required for new stone base	4,000	SF	\$ 5.00	\$20,000.00
Remove concrete pavers and dispose	800	SF	\$ 5.00	\$4,000.00
Sawcut concrete pavements	1	LS	\$ 2,500.00	\$2,500.00
Sawcut and remove concrete curb	1,800	LF	\$ 10.00	\$18,000.00
Remove signs (dispose of posts/salvage and re-install sign faces)	8	EA	\$ 125.00	\$1,000.00
Misc. salvaged items/protection of existing conditions.	1	LS	\$ 1,000.00	\$1,000.00
Temporary, moveable, and reusable walkways to building entrances	1	ALL.	\$ 5,000.00	\$5,000.00
<b><u>New Work</u></b>				
Fine grading at pavements	450	SY	\$ 5.00	\$2,250.00
Concrete paving -sidewalks (regular duty)	4,300	SF	\$ 12.00	\$51,600.00
Conc. paving at driveways (heavy duty concrete driveway aprons).	500	SF	\$ 24.00	\$12,000.00
Field adjustment of utility caps, valve covers, etc.	1	LS	\$ 2,500.00	\$2,500.00
Concrete curb (bituminous repair as required)	750	LF	\$ 100.00	\$75,000.00
New rain leaders under sidewalk (4" PVC) - allowance	10	EA	\$ 400.00	\$4,000.00
ADA curb cut ramps	2	EA	\$ 3,800.00	\$7,600.00
Timber retaining wall (match and blend with existing)	1	LS	\$ 5,000.00	\$5,000.00
Painted pedestrian crosswalk (painted @ borough street)	1	LS	\$ 1,500.00	\$1,500.00
Site Furniture- trash receptacle	2	EA	\$ 2,000.00	\$4,000.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ 3,000.00	\$3,000.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Sign re-installations/new posts and salvaged sign faces	8	EA	\$ 300.00	\$2,400.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 2,750.00	\$2,750.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00
			<b>Subtotal</b>	<b>\$229,100.00</b>

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**Ice Castle Entrance (south side of road only - ex. guiderail to remain)**

Removals and Preparation

Remove concrete paving/ excavate as required for new stone base	800	SF	\$ 5.00	\$4,000.00
Sawcut concrete pavements	1	LS	\$ 1,000.00	\$1,000.00
Sawcut and remove concrete curb	200	LF	\$ 10.00	\$2,000.00
Remove signs (dispose of posts/salvage and re-install sign faces)	5	EA	\$ 125.00	\$625.00
Misc. salvaged items/protection of existing conditions.	1	LS	\$ 300.00	\$300.00
Temporary, moveable, and reusable walkways to building entrances	1	ALL.	\$ -	\$0.00

New Work

Fine grading at pavements	90	SY	\$ 5.00	\$450.00
Concrete paving (regular duty)	800	SF	\$ 10.00	\$8,000.00
Concrete curb	200	LF	\$ 100.00	\$20,000.00
ADA curb cut ramps	0	EA	\$ 3,800.00	\$0.00
Replace Type 'C' Inlet Hood	1	EA	\$ 2,500.00	\$2,500.00
Thermoplastic pedestrian crosswalk (PennDOT roads)	0	LF	\$ 10.00	\$0.00
New concrete light pole bases and light poles	5	EA	\$ 7,500.00	\$37,500.00
Electrical conduit/wiring	250	LF	\$ 42.00	\$10,500.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ -	\$0.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Site Furniture - bike racks with Celtic Knot loop	2	EA	\$ 1,200.00	\$2,400.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 1,500.00	\$1,500.00
Sign re-installations	5	EA	\$ 300.00	\$1,500.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00

**Area Subtotal** **\$96,275.00**

**BASE BID TOTAL** **\$1,286,605.00**

5% Contingency **\$64,330.25**

3% Contractor Bond, Tax, and Insurance **\$38,598.15**

8% Contractor Gen. Conditions/Site Mobil. **\$102,928.40**

**GRAND TOTAL** **\$1,492,461.80**

**TOTAL RCAP BUDGET** **\$1,542,856.00**

**REMAINING BUDGET** **\$50,394.20**

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**Castle Shannon Borough Streetscape Renovation  
PHASE TWO (RACP FUNDING AREAS)**

**Opinion of Probable Construction Cost**

12/12/2022  
REVISED 01/05/2023



**Project Area / Scope**

**No. Unit Unit Price Subtotal**

**Downtown Area Improvements**

Assorted planters at Downtown area as coord. with borough	1	LS	\$ 50,000.00	\$50,000.00
Planter drainage aggregate, filter fabric, soil mix (plants by Owner)	1	LS	\$ 2,500.00	\$2,500.00
Ash Urn (near Kimmie's Bar)	1	LS	\$ 1,250.00	\$1,250.00
Bench	1	LS	\$ 2,500.00	\$2,500.00
			<b>Subtotal</b>	<b>\$56,250.00</b>

**Park Avenue Improvements**

**Removals and Preparation**

Remove concrete paving/ excavate as required for new stone base	4,000	SF	\$ 5.00	\$20,000.00
Remove concrete pavers and dispose	800	SF	\$ 5.00	\$4,000.00
Sawcut concrete pavements	1	LS	\$ 2,500.00	\$2,500.00
Sawcut and remove concrete curb	1,800	LF	\$ 10.00	\$18,000.00
Remove signs (dispose of posts/salvage and re-install sign faces)	8	EA	\$ 125.00	\$1,000.00
Misc. salvaged items/protection of existing conditions.	1	LS	\$ 1,000.00	\$1,000.00
Temporary, moveable, and reusable walkways to building entrances	1	ALL	\$ 5,000.00	\$5,000.00

**New Work**

Fine grading at pavements	450	SY	\$ 5.00	\$2,250.00
Concrete paving -sidewalks (regular duty)	4,300	SF	\$ 12.00	\$51,600.00
Conc. paving at driveways (heavy duty concrete driveway aprons).	500	SF	\$ 24.00	\$12,000.00
Field adjustment of utility caps, valve covers, etc.	1	LS	\$ 2,500.00	\$2,500.00
Concrete curb (bituminous repair as required)	750	LF	\$ 100.00	\$75,000.00
New rain leaders under sidewalk (4" PVC) - allowance	10	EA	\$ 400.00	\$4,000.00
ADA curb cut ramps	2	EA	\$ 3,800.00	\$7,600.00
Timber retaining wall (match and blend with existing)	1	LS	\$ 5,000.00	\$5,000.00
Painted pedestrian crosswalk (painted @ borough street)	1	LS	\$ 1,500.00	\$1,500.00
Site Furniture- trash receptacle	2	EA	\$ 2,000.00	\$4,000.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ 3,000.00	\$3,000.00
New concrete light pole bases and light poles (45' OC +/-)	2	EA	\$ 7,500.00	\$15,000.00
Electrical conduit/wiring	300	LF	\$ 50.00	\$15,000.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Sign re-installations/new posts and salvaged sign faces	8	EA	\$ 300.00	\$2,400.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 2,750.00	\$2,750.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00
			<b>Subtotal</b>	<b>\$259,100.00</b>

*Sub 6*

**Ice Castle Entrance (south side of road only- ex. quiderail to remain)**

**Removals and Preparation**

Remove concrete paving/ excavate as required for new stone base	800	SF	\$ 5.00	\$4,000.00
Sawcut concrete pavements	1	LS	\$ 1,000.00	\$1,000.00
Sawcut and remove concrete curb	200	LF	\$ 10.00	\$2,000.00
Remove signs (dispose of posts/salvage and re-install sign faces)	5	EA	\$ 125.00	\$625.00
Misc. salvaged items/protection of existing conditions.	1	LS	\$ 300.00	\$300.00
Temporary, moveable, and reusable walkways to building entrances	1	ALL.	\$ -	\$0.00

**New Work**

Fine grading at pavements	90	SY	\$ 5.00	\$450.00
Concrete paving (regular duty)	800	SF	\$ 10.00	\$8,000.00
Concrete curb	200	LF	\$ 100.00	\$20,000.00
ADA curb cut ramps	0	EA	\$ 3,800.00	\$0.00
Replace Type 'C' Inlet Hood	1	EA	\$ 2,500.00	\$2,500.00
Thermoplastic pedestrian crosswalk (PennDOT roads)	0	LF	\$ 10.00	\$0.00
New concrete light pole bases and light poles	0	EA	\$ 7,500.00	\$0.00
Electrical conduit/wiring	0	LF	\$ 42.00	\$0.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ -	\$0.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 1,500.00	\$1,500.00
Sign re-installations	5	EA	\$ 300.00	\$1,500.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00

**Area Subtotal \$45,875.00**

**BASE BID TOTAL \$1,059,945.00**

**10% Contingency \$105,994.50**

**3% Contractor Bond, Tax, and Insurance \$31,798.35**

**8% Contractor Gen. Conditions/Site Mobil. \$84,795.60**

**GRAND TOTAL \$1,282,533.45**

**TOTAL RCAP BUDGET \$1,542,856.00**

**REMAINING BUDGET \$260,322.55**

*Sub 7*



**Castle Shannon Borough Streetscape Renovation  
PHASE TWO (RACP FUNDING AREAS)**

**Opinion of Probable Construction Cost**

12/12/2022  
REVISED 01/05/2023  
REVISED 04/14/2024



**Project Area / Scope**

**No.   Unit   Unit Price   Subtotal**

**Downtown Area Improvements**

Assorted planters at Downtown area as coord. with borough	1	LS	\$ 50,000.00	\$50,000.00
Planter drainage aggregate, filter fabric, soil mix (plants by Owner)	1	LS	\$ 2,500.00	\$2,500.00
Ash Urn (near Kimmie's Bar)	1	LS	\$ 1,250.00	\$1,250.00
Bench	1	LS	\$ 2,500.00	\$2,500.00
			<b>Subtotal</b>	<b>\$56,250.00</b>

**Park Avenue Improvements**

**Removals and Preparation**

Remove concrete paving/ excavate as required for new stone base	4,000	SF	\$ 5.00	\$20,000.00
Remove concrete pavers and dispose	800	SF	\$ 5.00	\$4,000.00
Sawcut concrete pavements	1	LS	\$ 2,500.00	\$2,500.00
Sawcut and remove concrete curb	1,800	LF	\$ 10.00	\$18,000.00
Remove signs (dispose of posts/salvage and re-install sign faces)	8	EA	\$ 125.00	\$1,000.00
Misc. salvaged items/protection of existing conditions.	1	LS	\$ 1,000.00	\$1,000.00
Temporary, moveable, and reusable walkways to building entrances	1	ALL.	\$ 5,000.00	\$5,000.00

**New Work**

Fine grading at pavements	450	SY	\$ 5.00	\$2,250.00
Concrete paving -sidewalks (regular duty)	4,300	SF	\$ 12.00	\$51,600.00
Conc. paving at driveways (heavy duty concrete driveway aprons).	500	SF	\$ 24.00	\$12,000.00
Field adjustment of utility caps, valve covers, etc.	1	LS	\$ 2,500.00	\$2,500.00
Concrete curb (bituminous repair as required)	750	LF	\$ 100.00	\$75,000.00
New rain leaders under sidewalk (4" PVC) - allowance	10	EA	\$ 400.00	\$4,000.00
ADA curb cut ramps	2	EA	\$ 3,800.00	\$7,600.00
Timber retaining wall (match and blend with existing)	1	LS	\$ 5,000.00	\$5,000.00
Painted pedestrian crosswalk (painted @ borough street)	1	LS	\$ 1,500.00	\$1,500.00
Site Furniture- trash receptacle	2	EA	\$ 2,000.00	\$4,000.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ 3,000.00	\$3,000.00
New concrete light pole bases and light poles (45' OC +/-)	2	EA	\$ 7,500.00	\$15,000.00
Electrical conduit/wiring	300	LF	\$ 50.00	\$15,000.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Sign re-installations/new posts and salvaged sign faces	8	EA	\$ 300.00	\$2,400.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 2,750.00	\$2,750.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00
			<b>Subtotal</b>	<b>\$259,100.00</b>

*Pub 8*

Electrical conduit/wiring	410	LF	\$ 42.00	\$17,220.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ 4,000.00	\$4,000.00
Street Trees	10	EA	\$ 1,200.00	\$12,000.00
Site Furniture- trash receptacle with lid	3	EA	\$ 2,200.00	\$6,600.00
Sign re-installations	2	LS	\$ 300.00	\$600.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 3,500.00	\$3,500.00
Maintenance and protection of traffic	1	LS	\$20,000.00	\$20,000.00
		<b>Area Subtotal</b>		<b>\$406,695.00</b>

**Ice Castle Entrance (south side of road only- ex. quiderail to remain)**

**Removals and Preparation**

Remove concrete paving/ excavate as required for new stone base	800	SF	\$ 5.00	\$4,000.00
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Sawcut and remove concrete curb	200	LF	\$ 10.00	\$2,000.00
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Concrete curb	200	LF	\$ 100.00	\$20,000.00
ADA curb cut ramps	0	EA	\$ 3,800.00	\$0.00
Replace Type 'C' Inlet Hood	1	EA	\$ 2,500.00	\$2,500.00
Thermoplastic pedestrian crosswalk (PennDOT roads)	0	LF	\$ 10.00	\$0.00
New concrete light pole bases and light poles	0	EA	\$ 7,500.00	\$0.00
Electrical conduit/wiring	0	LF	\$ 42.00	\$0.00
Borough Security Camera Allowance (conduit, wire, cameras, labor)	1	LS	\$ -	\$0.00
Street Trees	0	EA	\$ 1,200.00	\$0.00
Lawn/Landscape repair (4" topsoil & seed)	1	LS	\$ 1,500.00	\$1,500.00
Sign re-installations	5	EA	\$ 300.00	\$1,500.00
Maintenance and protection of traffic	1	LS	\$ 4,000.00	\$4,000.00
		<b>Area Subtotal</b>		<b>\$45,875.00</b>

**BASE BID TOTAL \$1,088,445.00**

**10% Contingency \$108,844.50**

**3% Contractor Bond, Tax, and Insurance \$32,653.35**

**8% Contractor Gen. Conditions/Site Mobil. \$87,075.60**

**GRAND TOTAL \$1,317,018.45**

**TOTAL RCAP BUDGET \$1,542,856.00**

**REMAINING BUDGET \$225,837.55**

Pub 9

**CASTLE SHANNON BOROUGH  
MINUTES OF REGULAR MEETING**

February 12, 2024

The following elected officials were present: N. Kovach, D. Swisher; K. Brannon; J. Emph; W. Oates; D. Seiler; L. Shartle; D. Baumgarten; E. O'Malley. The following appointed officials were present: M. Foote, Borough Manager; D. Biondo, Borough Solicitor; K. Truver, Police Chief; P. Vietmeier, Code Official; J. Stanton, Borough Engineer.

**Public Notice:** Ms. Kovach announced that council met in executive session this evening at 6:30 pm for the purpose of collecting information or educating agency members about an issue.

**Public Comment – Agenda Items:** Ms. Kovach opened the public comment for agenda items. Being none, the public comment section was closed.

**Public Presentations:** Mr. Stanton introduced his colleague Steve Paxton and proceeded to discuss options to remove/replace the library shade sails. The shade sails were installed last year by a long-time vendor for Castle Shannon in accordance with the signed purchase order. Shortly after installation, complaints were received that the installation did not provide enough shade. The vendor, council members, borough administration, and engineers met to discuss reconfiguring the shade sails to provide more shade. The vendor was tasked with establishing a rope line to track hourly the shade angle. The engineers prepared a simplistic model of existing conditions, and a 3D model was created. Mr. Stanton explained that the criteria for the sails was to provide shading for three chaise lounges. Mr. Stanton provided two alternatives where public works would remove existing shade sails, and the vendor would install a slightly used 20'x20' square shade sail with poles or a 20'x20' cantilever umbrella.

Ms. Kovach suggested removing the shade sails, planting a shade tree at the library, and reinstalling the shade sails by the splash pad in Upper Hamilton Park. Mr. Swisher noted that the vendor has been paid for one-half of this project, and the borough owes the remaining half. Ms. Shartle asked how it was decided that the existing sails purchased would suffice to provide shade. Mr. Stanton explained that during the scope of work, the manager had the engineers focus on the outdoor seating area. Mr. Stanton is unsure as to how these shade sails were selected; however, the purchase order that was signed did authorized the sizes installed. Mr. Stanton added that he does not believe the amount of shade needed was reviewed. The dialogue for the shade sail purchase was between the vendor and the former manager, and the sun angle may not have been considered.

Heather Myrah, Library Director, stated that the public hates the shade sails and wants the former gazebo reinstalled or a new gazebo built. The project was originally undertaken to provide shade for possibly ten chairs. Mr. Emph suggested utilizing the four existing exterior poles to provide a larger shade sail; however, Mr. Brannon noted that the exterior poles are various heights. Jerry Coombs asked who would absorb the cost of a refit. Mr. Stanton answered that the public works department would remove the existing poles and shades, and the vendor would install the slightly used canopy for \$12,500. The canopy would provide shade; however, rain would filter through. Mr. Coombs suggested installing a concrete pad with a small pavilion. Ms. Shartle would like to review the background and rational for the shade sail purchase. Council agreed to create a committee to review options for this project and to make recommendations to borough council.

min 1



Mayor Baumgarten suggested, and Mr. Stanton agreed, that the committee needs to determine the best use for that section of property before adding amenities.

**Minutes:** The minutes of the January 22, 2024 council meeting were presented. Mr. Brannon motioned to approve the minutes. Mr. Swisher seconded; all in favor; motion carried.

**Administration:** Ms. Kovach announced that borough council will hold a public hearing on Monday, February 26<sup>th</sup> to consider Ordinance #937 – Solid Waste Ordinance and Ordinance #938 - Recycling Ordinance. The Solid Waste Ordinance will include a time change to put trash curbside after 4 pm. The recycling ordinance includes increased plastics and glass.

**Bid Openings, Contracts and Resolutions:** Mr. Stanton discussed bidding for Contract No. 23-PK 10 Multi-Purpose Structure Installation for lower Hamilton Park which includes a pavilion, kitchen, restrooms, and storage facility. The building kit was purchased from ROMTEC and is being stored on site. The installation contract was advertised for bid twice with no bids received. Twenty-two requests for proposals were sent to various contractors, and only three proposals were received. Mr. Swisher noted exclusions/clarifications in the RFP from Stefanik's correspondence. Mr. Brannon questioned the schedule for installation. Mr. Stanton answered that construction would probably start in May. Mr. Emph questioned what items are stored in the fire department's parking lot. Mr. Stanton answered the roofing for the pavilion, and Stefanik is aware that they will need to relocate that material. Mr. Swisher questioned the performance and maintenance bond. Mr. Stanton confirmed the maintenance bond is for 18 months after the date of substantial completion or date of last payment to the contractor. Mr. Emph motioned to award the project to the apparent low bidder, Stefanik's Next Generation Contracting Co, Inc. in the amount of \$757,585.00 subject to obtaining the required insurance certificates, performance bond, funding agency compliance certifications and review and approval of same by the borough solicitor prior to execution of the agreement by the borough. Mr. Seiler seconded; all in favor; motion carried. Mr. Stanton added that the borough has received some grant funding for this project.

Mr. Foote presented Resolution #741 setting the borough's fee schedule for 2024. Mr. Foote noted that there was an implication at the last council meeting that staff did not put time and effort into developing the newer fee schedule; therefore, staff prepared a comparison for council to review. The fee schedule includes some additions to improve transparency such as flood plain permits and storm water permits. The majority of fees have not been increased in 16-20 years. Summer Recreation Fees are included with an increased fee. Police fees remained the same. Public Works is a new area. Right-To-Know request fees come from the Pennsylvania Office of Open Records. Sewer tap-in fees have increased. Mr. Foote added that residents are invited in the office to review documents. Ms. Shartle motioned to adopt Resolution #741 setting the borough's fee schedule for 2024. Mr. Oates seconded; all in favor; motion carried. Ms. Shartle thanked Mr. Foote and borough staff for working together on the detailed information for the resolution.

Mr. Foote presented Resolution #747 to provide authorization of disposal of records from the police department and borough administration. Mr. Swisher motioned to adopt Resolution #747 authorizing the disposition of the records set forth in the attached Exhibit A in accordance with the Municipal Records Manual. Mr. Brannon seconded; all in favor; motion carried.

### **Council Committee Reports**

min 2

**Community Engagement/Events Committee** – Mr. Emph and Mr. Brannon met with the committee. Mr. Emph stated that the committee is working on creating a system where all non-profit organizations and other community related organizations have the opportunity to collaborate, not only in person for ideas but also for history and resources. Fourteen groups have been identified so far. Quarterly meetings may be arranged. Mr. Emph stated that this collaboration would benefit not only the organizations but also the community. More information will be presented at future council meetings.

**Finance** – Mr. Swisher questioned public works vehicle costs on two check registers. Mr. Foote answered that the vehicles are being tracked. The expenses were incurred to replace fuel tanks that were rusting from the inside. Unfortunately, Ford will not replace these under warranty. Public Works has changed where they purchase fuel to mitigate this problem. Pricing is being obtained for a new truck purchase that has been budgeted for this year.

Mr. Swisher questioned two invoices for public works garage door repairs. Ms. Miller explained that McGervey Electric installed equipment and a generator for power outages, and the invoice from Henefield Garage Doors was to replace the garage doors.

Mr. Swisher questioned an expenditure for PA Turfgrass Council. Ms. Miller answered the cost was for training for two public works employees to keep certifications for their pesticide licenses. Mr. Foote added that staff will also be training to receive certification for splash pad maintenance.

Mr. Swisher stated that he has received the check registers for January 26<sup>th</sup>, February 2<sup>nd</sup> and February 9<sup>th</sup> and had no further questions. Ms. Shartle motioned to authorize the payment of all outstanding bills and invoices. Mr. Seiler seconded; all in favor; motion carried.

**Planning & Codes** – Mr. Vietmeier announced that the planning commission will hold a conditional use hearing on February 19<sup>th</sup> at 7 p.m. for a massage parlor to be located at 1106 Castle Shannon Boulevard.

**Public Safety/CSVFD** – The agenda contained the January animal control analysis, incident report, and vehicle maintenance report.

Ms. Kovach announced that State Representative Dan Miller informed the borough that the grant submitted for the fire department's garage doors will be funded at \$150,000.00.

**Public Works** – Mr. Oates reported that the public works crew has been working on a sanitary sewer line on Sycamore with a vendor to treat the line.

The crew has also been working at Riehl Park removing a wooden wall.

The public works trucks are all operational and ready for the next winter storm.

Mr. Swisher announced that representatives from Waste Management will be attending the February 26<sup>th</sup> council meeting at 7 p.m. Mr. Swisher encouraged residents to attend to discuss their concerns. Ms. Shartle suggested that this information be posted on social media.

**Board Reports** –

*min 3*



**ACBA/ALOM** – Ms. Kovach reported that the annual meeting was held last Saturday where George Zbojovsky, Borough Manager of Brentwood, was named Elected Official of the Year. The next ACBA meeting will be March 7<sup>th</sup>.

**Civil Service** – Mr. Emph motioned to appoint Robert Myers to the Civil Service Commission for a six-year term ending December 31, 2029. Mr. Brannon seconded; all in favor; motion carried.

**Library** – Ms. Shartle announced that the library was featured on Pittsburgh Today Live Books and Beyond: Heart String. The website link to the video is available on the library's social media pages and on the Pittsburgh Live Today website. Mr. Foote advised people to be cautious of what they select on the link as he inadvertently selected something that put malware on his computer.

Ms. Shartle stated the Board of Trustees met February 1<sup>st</sup>, and the Friends of the Library met last week. There are many exciting events happening at the library, and Ms. Shartle encouraged people to check out the website and programming.

Ms. Myrah gave an update on the library. Thank you to the Public Works Department for painting the walls in the Children's Area. They look great! Before/after pictures of the walls have been posted on the social media site.

Our expansion & upgrade of the Makerspace Area of the library is almost complete. A local resident and participant of the Fall Vendor & Craft Fair created letters for us to hang on the walls, and a table still needs to be assembled. Once that is complete, we will post the pictures on our social media sites.

The library received a grant from the Pittsburgh Foundation from a library patron. Part of the grant went to purchasing 2 Kindles and accessories for Miss Amber, our Children's Librarian, to be able to use them for STEAM activities with the children at the library.

Restaurant fundraisers coming up: Chick-fil-a on Monday, February 19<sup>th</sup> (President's Day) from 11am-8pm. Fifteen percent of the sales will be donated back to the library. Patrons can eat in, do drive thru, and use the app. Just remember to mention the library. A second fundraiser is planned at Houlihan's (eat in only) on Thursday, February 29<sup>th</sup> (Leap Day) from 5pm-9pm with 15%-20% of sales donated back to us. The more sales, the bigger the percentage. Just remember to mention the library.

**MRTSA** – Mr. Swisher stated that the board of directors meeting will be February 28<sup>th</sup>. The Personnel Committee has met and interviewed potential candidates for the executive director position.

**SHACOG** – Mr. Seiler plans to attend the meeting on February 22nd.

**Mayor's Report:** Mayor Baumgarten commented that a fellow mayor knows the Chairman of the Appropriations Committee and has suggested that he bring the local use of radar legislation to the floor for a vote. Mayor Baumgarten has serious doubts that this bill will ever be passed.

**Manager's Report:** Mr. Foote stated that amusement device revenue is recorded in the mechanical device line. For 2024 revenue is budgeted at \$14,000.

*min 4*

Mr. Foote noted that the revenue for the coffee fund was \$365.00. These funds are available for public works staff when they would like to use it.

Mr. Foote noted that council will be exploring options for solar panels within the next upcoming meetings.

Staff will be meeting with borough engineers to discuss the Roadway Maintenance Study and prepare a 5-year paving plan.

**Real Estate Tax Collector:** Mr. Swisher motioned to exonerate Ms. O'Malley, Borough Real Estate Tax Collector, for the 2023 uncollected taxes and authorize the submission of the Delinquent Tax List for Jordan Tax Service, the borough's third-party lien tax collector.

**Public Comment – Non-agenda Items:** Bryan Gigliotti, Poplar Avenue – complimented public works for doing a fantastic job during the last snowstorm. Ms. Kovach agreed and noted that she receives many favorable comments regarding their roadway winter maintenance.

Regarding the Summer Recreation Program, Mr. Gigliotti met with Mr. Foote, Ms. Miller, and Ms. Copenheaver to review the program. In-person sign ups will be held at the library on May 18<sup>th</sup> from 10am to noon. A new assistant director will be hired who was a “graduate” from this program and former counselor. He also received a commendation from the fire department last year. It will be a six-week program from June 24-August 2 at Riehl Park. Information will be shared via social media and in the upcoming newsletter.

CSYA sign-ups will conclude this Wednesday. Registration numbers look good. Participants and coaches are excited for the upcoming season. CSYA will pay for three sessions at D-Bat in Bethel Park for participants.

The CSYA kick-off party is their biggest fundraiser. The event will be held on March 23<sup>rd</sup>. Council was invited to participate at the event at the fire department from 6pm to 11pm.

Nancy Dempsey, Willow Avenue – asked if council would consider organizing an electronics recycling event for the borough. Residents have trouble disposing of televisions, computers, etc. Ms. Kovach responded that surrounding communities host these events. This would be a big undertaking for a small borough. Ms. O'Malley stated that Upper St. Clair has an electronics recycling event the 2<sup>nd</sup> Saturday of the month.

The public comment section was closed.

**New Business:** Nothing to report.

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

Approved as presented this 11th day of March 2024.

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C. Michael Foote  
Borough Manager

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Nancy Kovach  
Council President

*min S*

**BOROUGH OF CASTLE SHANNON**

**ORDINANCE NO. 937**

**AN ORDINANCE OF THE BOROUGH OF CASTLE SHANNON, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING AND RESTATING ORDINANCE NUMBER 745, KNOWN AS THE "CASTLE SHANNON SOLID WASTE ORDINANCE" REGULATING THE STORAGE, COLLECTION AND DISPOSAL OF RUBBISH, REFUSE AND GARBAGE IN THE MUNICIPALITY AND PROVIDING FOR THE COLLECTION OF GARBAGE, RUBBISH, AND OTHER REFUSE MATERIALS ONLY BY LICENSED COLLECTORS IN SAID MUNICIPALITY; PROVIDING FOR THE USE OF ROLL-OUT CARTS FOR THE STORAGE AND COLLECTION OF GARBAGE, RUBBISH AND REFUSE; THE ESTABLISHMENT OF FEES AND CHARGES FOR THE COLLECTION OF GARBAGE, RUBBISH, AND REFUSE IN SAID MUNICIPALITY; AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE**

WHEREAS, pursuant to the authority vested in the Borough of Castle Shannon (the Borough) by the Solid Waste Management Act of 1980 and the Pennsylvania Borough Code, the Borough enacted Ordinance Number 745 regulating the storage, collection, and disposal of rubbish, refuse and garbage in the Borough, and

WHEREAS, the Borough Council has determined that it is prudent and advisable to amend and restate Ordinance Number 745, for the health, safety and welfare of the residents of the Borough.

NOW, THEREFORE, the Borough Council of the Borough of Castle Shannon, Allegheny County, Pennsylvania, hereby enacts and ordains as follows:

**STORAGE, COLLECTION, DISPOSAL AND COSTS OF GARBAGE AND REFUSE**

- §101. Short Title
- §102. Definitions
- §103. Administration
- §104. Prohibited Activities
- §105. Standards for Storage of Solid Waste
- §106. Standards and Regulations for Collection
- §107. Collection and Disposal Charges
- §108. Extraordinary Fees for Extraordinary Service
- §109. Injunction Powers
- §110. Enforcement
- §111. Penalties
- §112. No Conflict with General Police Powers
- §113. Severability
- §114. Effective Date

*Admin 1*

**§101. SHORT TITLE.**

1. This Ordinance shall be known and referred to as the "Castle Shannon Solid Waste Ordinance."
2. Any previous Ordinances or Resolutions, or any part thereof, which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, provided that such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this Ordinance.

**§102. DEFINITIONS.**

1. The following words and phrases as used in this Ordinance shall have the meaning ascribed herein, unless the context clearly indicates a different meaning:

**ACT or ACT 97** - the Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).

**AGRICULTURAL WASTE** - poultry and livestock manure, or residual materials in liquid or solid form, generated in the production, and marketing of poultry, livestock, fur-bearing animals and their products, provided such waste is not hazardous waste. The term includes the residual materials generated in producing, harvesting and marketing of all agronomic, horticultural, silvicultural and agricultural crops or commodities grown on what are usually recognized and accepted as farms, forests or other agricultural lands.

**BULKY WASTE** - large items of solid waste including, but not limited to, appliances, furniture, large auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

**COLLECTION CONTAINER** – See Roll-out Cart.

**COMMERCIAL ESTABLISHMENT** - any establishment engaged in non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

**CONSTRUCTION DEMOLITION WASTE** - all municipal and residual waste building materials, grubbing waste, and rubble resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings and other structures and pavements.

**DEPARTMENT** - the Pennsylvania Department of Environmental Protection.

**DISPOSAL**- the incineration, deposition, infection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

**DOMESTIC WASTE OR HOUSEHOLD WASTE** - solid waste, comprised of garbage and rubbish, which normally originates in the residential private household or apartment house.

**GARBAGE**- any solid waste derived from animal, grain, fruit or vegetable matter that is capable of being decomposed by microorganisms with sufficient rapidity to cause such nuisances as odors, gases or vectors.

**HAULER or PRIVATE COLLECTOR** - any person, firm, co-partnership, association or corporation who has been licensed by the Borough or its designated representative to collect, transport and dispose of refuse for a fee or under municipal contract as herein prescribed, or any such entity which meets all applicable governmental regulations and as such a contract with any non-residential premises in the Borough.

**HAZARDOUS WASTE** - any solid waste or combination of solid wastes, as defined in the Act, which because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or, (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

**HEALTH DEPARTMENT** - the Allegheny County, Pennsylvania, Health Department.

**INDUSTRIAL ESTABLISHMENT** - any establishment engaged in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

**INSTITUTIONAL ESTABLISHMENT** - any establishment engaged in service including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

**MULTI-FAMILY DWELLING** – A building, with more than 4 residential units, constituting a single property and the lot or parcel of land on which such building or buildings is located.

**MUNICIPAL WASTE**- garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials.

**MUNICIPALITY OR BOROUGH** - the Borough of Castle Shannon, Allegheny County, Pennsylvania.



**PERSON** - an individual, partnership, corporation, association, institution of cooperative enterprise, State institution and agency or any other legal entity which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance prescribing a fine, imprisonment or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

**PROCESSING** - any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part of all of such waste materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

**REFUSE** - all solid waste materials which are discarded as useless.

**RESIDENTIAL DWELLING** - A building, with 4 or less residential units, constituting a single property and the lot or parcel of land on which such building or buildings is located.

**RESIDUAL WASTE** - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment or air pollution control facility, provided that it is not hazardous. The term residual waste shall not include coal refuse as defined in the "Coal Refuse Disposal Control Act." Residual waste shall not include treatment sludges from coal mine drainage treatment plants disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the "Clean Streams Law."

**ROLL-OUT CART** - Roll-out Cart means a green or blue 96,64, or 35 gallon wheeled plastic cart stamped with the Castle Shannon Borough logo on one side provided by the Borough for the collection of garbage or recyclable materials from residential dwellings.

**RUBBISH** - all nonputrescible municipal waste except garbage and other decomposable matter. This category includes, but is not limited to, ashes, bedding, cardboard, cans, crockery, glass, paper, wood and yard cleanings.

**SCAVENGING** - the unauthorized and uncontrolled removal of material placed for collection or from a solid waste processing or disposal facility.

**SEWAGE TREATMENT RESIDUES**- any coarse screenings, grit and dewatered or air-dried sludges from sewage treatment plants and pumping's from septic tanks or seepage which are a municipal solid waste and require proper disposal under Act 97.

**SOLID WASTE** - any waste including, but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous material.

**SOURCE SEPARATED RECYCLABLE MATERIALS**- those materials separated at the point of origin for the purpose of being recycled.

**TRANSPORTATION** - the off-site removal of any solid waste at any time after generation.

**TRANSFER STATION** - any supplemental transportation facility used as an adjunct to solid waste route collection vehicles.

2. In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.
3. The definitions contained in the Borough of Castle Shannon Recycling Ordinance are incorporated herein by reference. In the event of an inconsistency, the definitions in this Ordinance shall control with regard to the Borough's solid waste collection program.

### **§103. ADMINISTRATION**

1. Except as otherwise set forth in this Ordinance, all refuse accumulated in the Borough shall be collected, conveyed, and disposed of by the Borough or its authorized agent or contracted hauler.
2. It shall be unlawful for any person to collect, convey over any of the streets or alleys of the Borough or dispose of any refuse accumulated in the Borough in any manner not approved in this Ordinance or subsequent regulations.
3. All persons within the Borough shall dispose of collectible refuse by the municipal collection service only or as otherwise provided in this Ordinance and shall not transport or dispose of refuse by any other means. The Municipality, or its contracted hauler shall be responsible for the collection and disposal of all refuse from residential dwellings in the Borough and shall be under the supervision of the Borough Manager.
4. Borough Council shall have authority to make, modify, or revoke regulations concerning the days of collection, type and location of containers, matters demanding special consideration and not sufficiently covered in this Ordinance, and such other matters pertaining to the collection and disposal, which are not contrary to the provisions hereof.

### **§104. PROHIBITED ACTIVITIES.**

1. It shall be unlawful for any person to accumulate or permit to accumulate upon any public or private property within the Borough any garbage, rubbish, bulky waste or any other municipal or residual solid waste except in accordance with the provisions of this Ordinance, any Department rules and regulations adopted pursuant to Act 97 and any applicable Health Department Rules and Regulations.
2. It shall be unlawful for any person to burn any solid waste within the Borough except in

accordance with the provisions of this Ordinance, any Department rules and regulations adopted pursuant to Act 97 and any applicable Health Department Rules and Regulations.

3. It shall be unlawful for any person to dispose of any solid waste in the Borough except in accordance with the provisions of this Ordinance, any Department rules and regulations adopted pursuant to Act 97 and any applicable Health Department Rules and Regulations, Article VIII.

4. It shall be unlawful for any person to haul, transport, collect or remove any solid waste from public or private property within the Borough without first securing a license to do so in accordance with the provisions of this Ordinance.

5. It shall be unlawful for any person to scavenge any materials from any solid waste that is stored or deposited for collection within the Borough without prior approval by the Borough.

6. It shall be unlawful for any person to salvage or reclaim any solid wastes within the Borough except at an approved and permitted resource recovery facility under Act 97 and any Department rules and regulations adopted pursuant to Act 97.

7. It shall be unlawful for any person to throw, place or deposit or cause or permit to be thrown, placed or deposited any solid waste in or upon any street, alley, sidewalk, body of water, public or private property within the Borough except as provided in this Ordinance.

8. Special Refuse Problems.

A. Contagious Disease Refuse. The removal of wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed shall not be placed in any containers for regular collection.

B. Hazardous Refuse. Hazardous refuse shall not be placed in any containers for regular collection but shall be disposed of as directed by the Borough Manager at the expense of the owner or possessor thereof. Special refuse problems shall be discussed by the occupant with the Borough Manager. In case of inability to reach an agreement, the matter may be referred to the Borough Council, whose decision is final.

#### **§105. STANDARDS FOR STORAGE OF SOLID WASTE.**

1. The storage of all solid waste shall be practiced so as to prevent the attraction, harborage or breeding of insects or rodents, and to eliminate conditions harmful to public health or which create safety hazards, odors, unsightliness or public nuisances.

2. Any person producing municipal waste from a residential dwelling shall utilize Borough supplied collection containers to store all waste materials generated during periods between regularly scheduled collections and shall place and store all waste materials therein.

3. Any person storing municipal waste from a residential dwelling for collection shall comply with the following preparation standards:



- A. All municipal waste shall be drained of free liquids before being placed in a collection container.
  - B. All garbage or other putrescible waste shall be securely wrapped in paper, plastic or similar material or placed in properly tied plastic bags prior to being deposited in Borough supplied collection containers.
  - C. All cans, bottles or other food containers should be rinsed free of food particles and drained before being placed in collection containers.
  - D. Garden clippings and tree trimmings shall be placed in approved containers or shall be cut and tied securely into bundles. Bundles shall be not more than 4 feet in length, not more than 2 feet in diameter and not more than 40 pounds in weight.
  - E. Newspapers and magazines shall be placed in approved containers.
  - F. When specified by the Borough or its designated representative, special preparation and storage procedures may be required to facilitate the collection and resource recovery of certain waste materials known as recyclables.
  - G. All municipal waste from a residential dwelling shall be stored in containers provided by the Borough or its designated representative.
4. Any person storing municipal waste from a residential dwelling for collection shall comply with the following storage standards:
- A. Containers shall be kept tightly covered at all times. Solid waste shall not protrude or extend above the top of the container.
  - B. Containers shall be used and maintained so as to prevent public nuisances.
  - C. Containers shall be placed by the owner or customer at a collection point specified by the Borough or its designated representative.
  - D. With the exception of pick-up days when the containers are placed out for collection, the containers shall be properly stored on the owner or customer premises at all times. No container shall be placed in front of the building line of a dwelling or other building except during the times designated herein.
  - E. Bulk waste items such as furniture, automobile parts, machinery, appliances, and tires shall be stored in a manner that will prevent the accumulation of collection of water, the harborage of rodents, safety hazards and fire hazards.
  - F. The storage of all municipal waste from multifamily residential units, commercial establishments, institutions and industrial lunchroom or office waste sources is

subject to the regulations and standards set forth in this Ordinance. The type, size and placement requirements for bulk containers shall be determined by the waste generator and the contracted waste hauler and are subject to approval by the Borough.

#### **§106. STANDARDS AND REGULATIONS FOR COLLECTION.**

1. The Borough shall provide for the collection of all garbage, rubbish and bulky wastes from residences or it may contract with a private collector or collectors to provide this essential residential collection service.
2. All households and homeowners in residential dwellings shall utilize the residential collection service provided by the Borough.
3. All households and homeowners in residential dwellings shall utilize one (1) residential collection container provided by the Borough or its contracted hauler.
  - A. Initial size of residential collection container is 96 gallons. A collection container can be reduced from 96 gallon to 64 or 35 gallon after two (2) months of service. Households are encouraged to exchange carts within the first six (6) months of the program. All exchanges occurring after the first six (6) months of the program shall incur an exchange fee imposed by the contracted hauler.
  - B. Households and homeowners desiring more than one (1) collection container shall contract with the Borough's contracted hauler directly and shall pay additional costs directly to the Borough's contracted hauler.
  - C. All residential municipal waste shall be deposited, stored, and placed at the curb within the collection container. No garbage shall be placed next to or alongside the collection container.
4. All multifamily residential sources (with more than four units) and all commercial, institutional and industrial establishments shall negotiate and individually contract collection service with the Borough's collector or any other properly licensed waste hauler of their choice.
5. All residential garbage and rubbish shall be collected at least once a week following a collection schedule established by the Borough or its contracted hauler. Bulky wastes shall be collected following the advertised collection schedule and guidelines for collection.
6. All commercial, institutional, public and industrial lunchroom, and office waste containing garbage shall be collected at least once a week. Rubbish collection from these sources shall be made as often as necessary to control health hazards, odors, flies and unsightly conditions. The Borough reserves the right to require more frequent collection when deemed necessary.
7. Residential collection schedules shall be published regularly by the Borough or its contracted hauler. Collection details shall be as set forth in the bid awarded and the contract entered into between the Borough and the collector.

8. It shall be the duty of every resident, occupant or person in charge of the residential property from which the garbage or rubbish is to be collected to place all containers, at the curb or each property line and Borough street or alley, when an alley is available and convenient, with reasonable compactness, no earlier than 4:00 p.m. on the day preceding the day designated for the collection and removal from such property. No such containers shall be placed on or in such a way as to block any sidewalk, walkway, street or alley. Collectors shall empty the containers in a clean manner, so as not to foul the premises, street or alley.

9. The resident, occupant or person in charge of the property from which garbage and rubbish has been picked upon shall remove, or cause to be removed, the emptied containers from the curb line not later than 12:00 midnight on the day pickup occurs.

10. All solid waste collection activity shall be conducted from Monday through Saturday between the hours of 6:00 a.m. and 6:00 p.m. unless prior approval or any exception has been granted by the Borough. No collection, hauling or transporting of solid waste shall be permitted on Sunday.

11. All licensed haulers and haulers under contract with the Borough shall comply with the following standards and regulations:

- A. All municipal waste collected within the Borough shall ultimately be disposed of only at a landfill cited in the Allegheny County Solid Waste Plan - 1990 or on subsequent revisions thereto.
- B. Any trucks or other vehicles used for the collection and transportation of municipal waste must comply with the requirements of Act 97, and any department regulations adopted pursuant to Act 97 and must be licensed by the Allegheny County Health Department.
- C. All collection vehicles conveying domestic waste and garbage shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors, the creation of odors and other nuisances.
- D. Collection vehicles for rubbish and other nonputrescible solid waste shall be capable of being enclosed or covered to prevent roadside litter and other nuisances.
- E. All solid waste shall be collected and transported so as to prevent public health hazards, safety hazards and nuisances.
- F. All solid waste collection vehicles shall be operated and maintained in a clean and sanitary condition.

## **§107. COLLECTION AND DISPOSAL CHARGES.**

The Council of the Borough of Castle Shannon shall be authorized to make funds available, in accordance with the laws and procedures of the Borough, for the establishment, maintenance and operation of a municipal solid waste collection and disposal system or a portion thereof, or for the contracting of such service or a portion of such service to a private collector.

**§108. EXTRAORDINARY FEES FOR EXTRAORDINARY SERVICE.**

Nothing herein shall prohibit any person utilizing the collection service provided by the Borough from paying an additional fee directly to the Borough's contractor which is providing collection services for extraordinary or additional services, such as backyard/backdoor pick up instead of curbside service.

**§109. INJUNCTION POWERS.**

The Borough may petition the Court of Common Pleas of Allegheny County for an injunction, either mandatory or prohibitive, to enforce any of the provisions of this Ordinance.

**§110. ENFORCEMENT**

1. It shall be the duty of the Borough Manager, or the Manager's authorized agent, to enforce the provisions of this ordinance, whether on public or private property. In addition to any other penalties, if any owner and/or occupant neglects or refuses to remove litter or other refuse as required in this ordinance, the Borough Manager may remove or cause to be removed the litter or other refuse and the cost of removing the litter or refuse plus 20% shall be collected by the Borough. Upon failure to make payment of the entire amount due within 30 days from the date of the billing for said removal, the Municipality may enter a lien, as provided by law. The option to enter a lien against the offending property, as herein prescribed, shall be in addition to penalties prescribed by §111 of this Ordinance.

2. The Borough Manager is authorized to implement, as deemed necessary, reasonable written procedural regulations for the operation and enforcement of this Ordinance.

**§111. PENALTIES.**

Any person, firm, corporation who shall violate any provision of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Ordinance continues shall constitute a separate offense.

**§112. NO CONFLICT WITH GENERAL POLICE POWERS**

Nothing in this Ordinance shall limit in any fashion whatsoever the Borough's power to enforce its Ordinances or the laws of the Commonwealth of Pennsylvania. Nothing in this Ordinance shall constitute a defense to any citation issued by any municipal corporation or the

Commonwealth pursuant to any law or ordinance.

**§113. SEVERABILITY**

If any provision of this Ordinance is determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of the Ordinance and the remaining portions of the Ordinance shall remain in full force and effect.

**§114. EFFECTIVE DATE**

This Ordinance shall enter into effect immediately upon final enactment provided that the provisions of this Ordinance requiring the use of a collection container or Roll-out Cart provided by the Borough or its contracted waste hauler for the storage and collection of municipal waste shall enter into effect at such time as the Borough Manager notifies Borough Council, in writing, that the required Roll-out Carts have been provided to the Borough residents as necessary to implement that requirement.

ORDAINED and ENACTED into law by the Council of the Borough of Castle Shannon on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOROUGH OF CASTLE SHANNON

\_\_\_\_\_  
C. Michael Foote  
Borough Manager/Secretary

\_\_\_\_\_  
Nancy Kovach  
President of Council

EXAMINED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donald J. Baumgarten, Mayor

**BOROUGH OF CASTLE SHANNON**

**ORDINANCE NO. 938**

**AN ORDINANCE OF THE BOROUGH OF CASTLE SHANNON, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING AND RESTATING ORDINANCE NUMBER 746, KNOWN AS THE "CASTLE SHANNON RECYCLING ORDINANCE" PROVIDING FOR ADMINISTRATION AND REGULATIONS GOVERNING COLLECTION AND RECYCLING OF RECYCLABLE MATERIALS AND IMPOSING PENALTIES FOR THE VIOLATIONS THEREOF**

WHEREAS, pursuant to the authority vested in the Borough of Castle Shannon (the Borough) by the Act of July 28, 1988, No. 101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act and the Pennsylvania Borough Code, the Borough enacted Ordinance Number 746 regulating the collection, and recycling of recyclable materials in the Borough, and

WHEREAS, the Borough Council has determined that it is prudent and advisable to amend and restate Ordinance Number 746, for the health, safety and welfare of the residents of the Borough.

NOW, THEREFORE, the Borough Council of the Borough of Castle Shannon, Allegheny County, Pennsylvania, hereby enacts and ordains as follows:

**COLLECTION AND RECYCLING OF WASTE**

- §101. Title
- §102. Definitions
- §103. Establishment of Program/Grant of Power
- §104. Lead Acid Batteries
- §105. Separation and Collection
- §106. Times for Collection
- §107. Ownership of Recyclable Material
- §108. Collection by Unauthorized Persons
- §109. Existing Recycling Operations
- §110. Recycling of Materials
- §111. Enforcement and Administration
- §112. Franchise of License
- §113. Modifications
- §114. No Conflict With General Police Powers
- §115. Severability
- §116. Effective Date

*Admin 12*

§101. TITLE.

1. The short title of this Ordinance shall be the "Borough of Castle Shannon Recycling Ordinance" and the same may be cited in that manner.
2. Any previous Ordinances or Resolutions, or any part thereof, which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, provided that such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this Ordinance.

§102. DEFINITIONS.

1. The following words and phrases used throughout this Ordinance shall have the following meanings:

ACT 101- the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

ALUMINUM- empty all aluminum beverage or food cans.

BI-METAL CONTAINERS - empty food or beverage containers consisting of steel and aluminum.

COLLECTOR - the entity or entities authorized by commercial, municipal and institutional establishments that do not receive collection services from the Borough to collect recyclable materials from those properties, as well as the entity or entities which have a contract with the Borough to provide collection services.

COMMERCIAL ESTABLISHMENTS- those properties used primarily for commercial or industrial purposes.

COMMUNITY ACTIVITIES - events that are sponsored by public or private agencies or individuals that include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events attended by 200 or more individuals per day.

CORRUGATED PAPER - structural paper material with an inner core shaped in rigid parallel furrows and ridges.

FERROUS CONTAINERS - empty steel or tin coated food or beverage containers.

GLASS CONTAINERS- bottles and jars made of clear, green or brown glass. Expressly excluded are non-container glass, plate glass, automotive glass, light bulbs, blue glass and porcelain and ceramic products. Please consult contracted hauler's website for program inclusion.

HIGH GRADE OFFICE PAPER- all white paper, bond paper and computer paper used in commercial, institutional and municipal establishments and in residences.



INSTITUTIONAL ESTABLISHMENT - those facilities that house or serve groups of people including, but not limited to, hospitals, nursing homes, orphanages, day care centers, schools and universities.

LEAD ACID BATTERIES - includes, but is not limited to, automotive, truck and industrial batteries that contain lead.

LEAF WASTE - leaves from trees, bushes and other plants, garden residues, chipped shrubbery and tree trimmings, but not including grass clippings.

MAGAZINES and PERIODICALS -printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products of any nature whatsoever.

MULTI-FAMILY DWELLING – A building, with more than 4 residential units, constituting a single property and the lot or parcel of land on which such building or buildings is located.

MUNICIPAL ESTABLISHMENT - any garbage, refuse, industrial lunchroom or other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials.

MUNICIPALITY - the Borough of Castle Shannon.

NEWSPAPERS - paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Expressly excluded are newspapers which have been soiled.

PERSON(S)- owners, lessees and occupants of residences and commercial, municipal and institutional establishments.

PLASTIC CONTAINERS - empty plastic food and beverage containers. Due to the wide variety of types of plastics, the Borough may stipulate specific types of plastic which may be recycled.

RECYCLABLE MATERIALS - materials generated by residents and commercial, municipal and institutional establishments which are specified by the Borough and can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclable materials may include, but are not necessarily limited to, clear glass, colored glass, aluminum, steel and



bimetallic cans, high grade office paper, newsprint, corrugated paper, leaf waste, plastics and any other items elected by the Borough or specified in future revisions to Act 101. The recyclable materials selected by the Borough may be revised from time to time as deemed necessary by the Borough. A list of accepted recyclable materials can be found on the contracted haulers web site.

RECYCLING - the collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials.

RESIDENCE- any occupied single or multifamily dwelling.

SOURCE SEPARATED RECYCLABLE MATERIALS- those materials separated at the point of origin for the purpose of being recycled. Please consult contracted hauler's web site for items accepted in the program.

WASTE - a material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed. The term does not include source separated recyclable materials or material approved by the Pennsylvania Department of Environmental Protection for beneficial use.

2. In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

3. The definitions contained in the Borough of Castle Shannon Solid Waste Ordinance are incorporated herein by reference. In the event of an inconsistency, the definitions in this Ordinance shall control with regard to the Borough's recycling program.

#### §103. ESTABLISHMENT OF PROGRAM/GRANT OF POWER.

1. The Borough hereby establishes a recycling program for the mandatory separation and collection of recyclable materials and the separation, collection and composting of leaf waste from all residences and all commercial, municipal and institutional establishments located in the Borough for which waste collection is provided by the Borough or any other collector. Collection of the recyclable materials shall be made at least once per month by the Borough, its designated agent, or any other solid waste collectors operating in the Borough and authorized to collect recyclable materials from residences or from commercial, municipal and institutional establishments. The recycling program shall also contain a sustained public information and education program.

2. The Borough Council is empowered to make changes to program regulations as necessary, as described in §111. Subsequent changes in the program regulations may be made through approval of the Borough Council and public notice and notification of all affected parties.

3. This Ordinance is ordained pursuant to the Borough Code.

§104. LEAD ACID BATTERIES.

Disposal by persons of lead acid batteries with other municipal wastes is prohibited and shall be a violation of this Part.

§105. SEPARATION AND COLLECTION.

1. All persons who are residents of the Borough shall separate all of those recyclable materials designated by the Borough in the attached regulations from all other municipal waste produced at their homes, apartments and other residential establishments, shall store such materials for collection, and shall place same for collection in accordance with the guidelines established hereunder. All residents shall participate in the Borough operated recycling program unless a resident is exercising one of the authorized options set forth herein.

2. Persons in residences in residential dwellings must separate recyclable materials from other refuse. Recyclable materials from residential dwellings shall be placed at the curbside in containers provided by the Borough for collection. Any containers provided by the Borough to residences for collection of recyclable materials shall be the property of the Borough and shall be used only for the collection of recyclable materials. Any resident who moves within or from the Borough shall be responsible for returning the allocated container(s) to the Borough or shall pay the replacement cost of said container(s). Use of recycling containers for any purpose other than the designated recycling program or use of the allocated such container(s) shall be in violation of this Ordinance.

- a. Any person storing municipal waste for collection shall comply with the following storage standards:
  - i. Containers shall be kept tightly covered at all times. Recyclables shall not protrude or extend above the top of the container.
  - ii. Containers shall be used and maintained so as to prevent public nuisances.
  - iii. Containers shall be placed by the owner or customer at a collection point specified by the Borough or its designated representative.
  - iv. With the exception of pick-up days when the containers are placed out for collection, the containers shall be properly stored on the owner or customer premises at all times. No container shall be placed in front of the building line of a dwelling or other building except during the times designated herein.
  - v. The storage of all recyclable materials from multifamily residential units, commercial establishments, institutions and industrial lunchroom or office waste sources is subject to the regulations and standards set forth in this Ordinance. The type, size and placement requirements for bulk containers

shall be determined by the waste generator and the contracted waste hauler and are subject to approval by the Borough.

3. An owner, landlord, manager or agent of an owner, landlord or manager of a multifamily housing property with more than four units may comply with its recycling responsibilities by establishing a collection system at each property. The collection system must include suitable containers for collecting and sorting the recyclable materials, easily accessible locations for the containers, and written instructions to the occupants concerning the use and availability of the collection system. Owners, landlords, managers and agents of owners, landlords or managers who comply with this Ordinance shall not be liable for noncompliance of occupants of their buildings.

If recyclable materials are collected by a collector other than the Borough or its authorized agent, owners, landlords and agents of owners or landlords shall submit by January 15 of each year, beginning January 15, 1991, an annual report to the Borough reporting the tonnage of materials recycled during the previous year. This requirement may be fulfilled by submission of a letter or form from the collector which certifies that recyclable materials are being collected from the multifamily housing property.

4. All persons must separate leaf waste from other municipal waste generated at their houses, apartments and other residential establishments for collection unless those persons have otherwise provided for composting of leaf waste.

5. Persons must separate all of those recyclable materials, identified as acceptable as stated above, from all other waste materials generated at commercial, municipal and institutional establishments and at community activities, and must store the recyclable materials until collection. A person may comply with this subsection by either of the following:

- A. Providing for the onsite recycling of materials deemed appropriate by the Borough and so designated in the attached regulations; and by submitting, at a minimum, an annual recycling report by January 15 of each year beginning January 15, 1991, to the Borough Council. The report shall document the amount of municipal waste generated per year as well as the type and weights of materials that were recycled onsite in the previous calendar year. Valid documentation shall include information from an end-user or recycler, which describes the type and weight of each recyclable material that was reused or marketed.
- B. Providing for the collection of recyclable materials from multifamily housing properties, commercial and institutional establishments and from certain community activities by a collector other than the Borough or its authorized agent and by submitting by January 15 of each year, beginning January 15, 1991, an annual report to the Borough reporting the type and weight of the materials recycled during the previous calendar years. Valid documentation shall include information from an end-use, recycler, or waste hauler which describes the type and weights of each recyclable material that was collected and marketed. Documentation may be in the form of one of the following: (a) copies of weight

receipts or statements which consolidate such information; (b) a report from the provider of recycling collection services which identifies the amount of each material collected and marketed. The type and weight of recyclables generated by an individual establishment may be approximated based on a representative sample of its source-separated materials; or (c) a report from the provider of waste collection services that identifies the type and weight of each recyclable material collected and marketed in cases where recyclables are commingled with the establishment's waste. The types and weights of recyclables generated by an individual establishment may be approximated based on a representative sample of its waste. For subsections (2) and (3), where recyclables from several establishments are collected in the same vehicle, an individual establishment's contribution to the load may be apportioned. Only the weight of materials marketed for recycling purposes can be credited to an establishment.

6. All employees, users (patrons) and residents of commercial, municipal and institutional establishments must be informed of the recycling program. The education program shall describe the program's features and requirements and should include at a minimum an annual program meeting and an orientation to the program upon the arrival of a new employee or resident. Receptacles should be clearly marked with the recycling symbol and the type of recyclable material(s) that is to be placed in the receptacle, and signs should be prominently displayed stating the requirements of the program.

7. Collection Schedule. Recyclable materials will be collected by the Borough's contracted hauler every-other-week or as otherwise designated by the Borough. The collection schedule can be found on the Borough's web site and printed copies can be obtained at the Borough office.

#### §106. TIMES FOR COLLECTION.

1. The resident, occupant or person in charge of the property from which recyclables are to be collected shall place all collection containers at the curb or each property line and Borough street or alley, with reasonable compactness, no earlier than 4:00 p.m. on the day preceding the day designated for the collection and removal from such property. No such containers shall be placed on or in such a way as to block any sidewalk, walkway, street or alley. Collectors shall empty the containers in a clean manner so as not to foul the premises, street or alley.

2. The resident, occupant or person in charge of the property from which garbage and rubbish has been picked up shall remove, or cause to be removed, the emptied containers from the curblane not later than 12:00 midnight on the day pickup occurs.

3. All collection activity shall be conducted from Monday through Saturday between the hours of 6:00 a.m. and 6:00 p.m. unless prior approval or any exception has been granted by the Borough. No collection, hauling or transporting of collected material shall be permitted on Sunday.

#### §107. OWNERSHIP OF RECYCLABLE MATERIAL.

All recyclable materials placed by persons for collection by the Borough or authorized collector pursuant to this Ordinance shall, from time of placement at the curb, become the property of the Borough or the authorized collector, except as otherwise provided by §108 of this Ordinance. Nothing in this Ordinance shall be deemed to impair the ownership of separated recyclable materials by the generator unless and until such materials are placed at the curbside for collection.

#### §108. COLLECTION BY UNAUTHORIZED PERSONS.

It shall be a violation of this Ordinance for any person, firm or corporation, other than the Borough or one authorized by the Borough Manager or other entity responsible for providing for collection of recyclable materials, to collect recyclable materials placed by residences or commercial, municipal and institutional establishments for collection by the Borough or an authorized collector, unless such person, firm or corporation has prior written permission from the generator to make such collection. In violation hereof, each unauthorized collection from one or more residences or commercial, municipal and institutional establishment on one calendar day shall constitute a separate and distinct offense punishable as hereinafter provided.

#### §109. EXISTING RECYCLING OPERATIONS.

Any residence or commercial, municipal or institutional establishment may donate or sell recyclable materials to any person, firm or corporation, whether operating for profit or not, provided that the receiving person, firm or corporation shall not collect such donated recyclable materials from the location of a residence or commercial, municipal or institutional establishment without prior written permission from the Borough Manager or other entity responsible for authorizing collection of recyclable materials to make such a collection.

#### §110. RECYCLING OF MATERIALS.

Disposal by persons of recyclable materials with wastes is prohibited and shall be a violation of this Ordinance. The collected recyclable materials shall be taken to a recycling facility. Disposal by collectors or operators of recycling facilities of source separated recyclable materials in landfills or in incinerators is prohibited unless markets do not exist, and the collectors or operators have notified the Borough Manager in writing.

#### §111. ENFORCEMENT AND ADMINISTRATION.

1. The Borough Manager is hereby authorized and directed subject to the approval of the Borough Council to make reasonable rules and regulations for the operation and enforcement of this Ordinance as deemed necessary including, but not limited to:

- A. Establishing recyclable materials to be separated for collection and recycling by residences, and additional recyclable materials to be separated by commercial, municipal and institutional establishments.
- B. Establishing collection procedures for recyclable materials.



- C. Establishing reporting procedures for amounts of materials recycled.
- D. Establishing procedures for the distribution, monitoring and collection of containers to be used for recycling.
- E. Establishing procedures and rules for the collection of leaf waste.

2. Any person, firm or corporation who shall violate the provisions of this Ordinance shall receive an official written warning of noncompliance for the first and second offense. Thereafter all such violations shall be subject to the penalties hereinafter provided.

3. Except as hereinafter provided, any person; firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Ordinance continues shall constitute a separate offense.

#### §112. FRANCHISE OF LICENSE.

The Borough may enter into (an) agreement(s) with public or private agencies or firms to authorize them to collect all or part of the recyclable materials from curbside or other authorized locations.

#### §113. MODIFICATIONS.

The Borough may, from time to time, modify, add to or remove from the standards and regulations herein and as authorized in §110.

#### §114. NO CONFLICT WITH GENERAL POLICE POWERS

Nothing in this Ordinance shall limit in any fashion whatsoever the Borough's power to enforce its Ordinances or the laws of the Commonwealth of Pennsylvania. Nothing in this Ordinance shall constitute a defense to any citation issued by any municipal corporation or the Commonwealth pursuant to any law or ordinance.

#### §115. SEVERABILITY

If any provision of this Ordinance is determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of the Ordinance and the remaining portions of the Ordinance shall remain in full force and effect.

#### §116. EFFECTIVE DATE

This Ordinance shall enter into effect on immediately upon final enactment provided that the provisions of this Ordinance requiring the use of a collection container or Roll-out Cart provided

by the Borough or its contracted waste hauler for the storage and collection of municipal waste shall enter into effect at such time as the Borough Manager notifies Borough Council, in writing, that the required Roll-out Carts have been provided to the Borough residents as necessary to implement that requirement.

ORDAINED and ENACTED into law by the Council of the Borough of Castle Shannon on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOROUGH OF CASTLE SHANNON

\_\_\_\_\_  
C. Michael Foote  
Borough Manager/Secretary

\_\_\_\_\_  
Nancy Kovach  
President of Council

EXAMINED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donald J. Baumgarten, Mayor



**LSSE:** (412) 264-4400  
**Rabell:** (814) 756-4384  
**Senate:** (412) 826-5454  
[www.lsse.com](http://www.lsse.com)

**LSSE**

**Rabell**

**Senate**

February 19, 2024

S. O. No. 253-111

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

Mr. C. Michael Foote, MPA  
 Borough Manager  
 Castle Shannon Borough  
 3310 McRoberts Road  
 Castle Shannon, Pennsylvania 15234

**Subject: Contract No. 23-S1**  
**Frank Street Sanitary Extension**  
**Bid Report**

Dear Mr. Foote:

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 February 16, 2024. The bids received were opened and read aloud. There was one addendum issued for this contract.

Prior to the bid opening, ten contractors requested proposal bid forms. Bid proposals were received from six contractors for Contract No. 23-S1 - Frank Street Sanitary Extension with bid amounts as follows:

<b>Contractor</b>	<b>Base Bid Amount</b>
Soli Construction Inc.	\$ 87,735.00
All Phase 2 Site Contracting	\$106,171.70
Shallenberger Construction	\$123,257.50
Lone Pine Construction	\$124,254.00
Jet Jack, Inc.	\$140,475.00
Stefaniks N.G.C.C.	\$161,625.00

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

In accordance with Section B.3 of the Instructions to Bidders, using the bid quantities and contractors bid unit prices, each bid was checked for mathematical errors in extension and addition. No errors in extension or addition

- Coraopolis, PA (Headquarters)
- Aliquippa, Beaver County, PA
- Greensburg, Westmoreland County, PA
- Dublin, Franklin County, OH

- Albion, Erie County, PA

- Pittsburgh, Allegheny County, PA
- White Oak, Allegheny County, PA
- Kittanning, Armstrong County, PA
- Washington, Washington County, PA

*BO1*



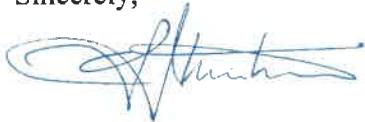
Mr. C. Michael Foote, MPA  
Borough Manager  
Castle Shannon Borough  
February 19, 2024  
Page 2

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, Soli Construction Inc., is the apparent low bidder for Contract No. 23-S1 - Frank Street Sanitary Extension. A copy of Soli Construction Inc.'s bid proposal acknowledgement is enclosed herewith.

Award of the contract should be made subject to the selected contractor obtaining the required insurance certificates, performance bond, and payment bond, and review and approval of same by the Borough's Solicitor prior to execution of the Agreement by the Borough.

Should you have any questions, please contact the undersigned, directly (Ext.222).

Sincerely,



Jason E. Stanton, P.E.

JES/nwg

Enclosures

cc/enc: Loretta Miller, Assistant Borough Manager - Castle Shannon Borough (lmiller@csboro.org)  
Dennis Biondo, Solicitor (drbiondo@aol.com)

BO 2

Castle Shannon Borough - Frank Street Sanitary Extension (#8825220)  
 Owner: Castle Shannon Borough  
 Engineer: Lennon, Smith, Souther Eng. - Coraopolis HQ  
 02/16/2024 11:00 AM EST

Section Title	Item Code	Item Description	UoM	Quantity	Soli Construction Inc		All Phase 2 Site Contracting		Shallenberger Construction		Lone Pine Construction		Jet Jack, Inc.		Stefania N.G.C.C	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid Total:</b>						\$87,735.00		\$106,171.70		\$123,257.50		\$124,254.00		\$140,475.00		\$161,625.00
BASE BID - Frank Street Sanitary Sewer Extension						\$87,735.00		\$106,171.70		\$123,257.50		\$124,254.00		\$140,475.00		\$161,625.00
1	LF	6" SDR 35 PVC Sanitary Sewer (All Depths)	125	\$124.00	\$15,500.00	\$190.22	\$23,777.50	\$225.00	\$28,125.00	\$240.00	\$30,000.00	\$250.00	\$31,250.00	\$213.00	\$26,625.00	
2	LF	6" SDR 26 PVC Service Sewer (All Depths)	170	\$40.00	\$6,800.00	\$241.24	\$24,124.00	\$158.00	\$15,800.00	\$228.00	\$22,900.00	\$150.00	\$15,000.00	\$281.00	\$28,100.00	
3	EA	Wye Branch (All Diameters)	3	\$300.00	\$900.00	\$145.12	\$435.36	\$175.00	\$525.00	\$575.00	\$1,725.00	\$1,000.00	\$3,000.00	\$150.00	\$450.00	
4	EA	Site Tee and Connection to Existing Service Sewer	3	\$750.00	\$2,250.00	\$372.29	\$1,116.87	\$850.00	\$2,550.00	\$762.00	\$2,286.00	\$1,250.00	\$3,750.00	\$380.00	\$1,080.00	
5	EA	Manhole Frame and Cover (Standard)	2	\$750.00	\$1,500.00	\$739.10	\$1,478.20	\$850.00	\$1,700.00	\$1,150.00	\$2,300.00	\$600.00	\$1,200.00	\$725.00	\$1,450.00	
6	VF	4' Diameter Manhole Barrel	30	\$200.00	\$6,000.00	\$345.94	\$10,378.20	\$100.00	\$3,000.00	\$172.00	\$5,160.00	\$350.00	\$10,500.00	\$130.00	\$3,900.00	
7	EA	4' Diameter Manhole Base	2	\$5,000.00	\$10,000.00	\$2,195.23	\$4,390.46	\$7,500.00	\$15,000.00	\$2,530.00	\$5,060.00	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	
8	EA	Location of Existing Sanitary Sewer Laterals and Tie-In Locations	3	\$750.00	\$2,250.00	\$1,618.02	\$4,854.06	\$1,500.00	\$4,500.00	\$862.00	\$2,586.00	\$3,000.00	\$9,000.00	\$700.00	\$2,100.00	
9	SY	Bituminous Trench Restoration - Driveway	35	\$70.00	\$2,450.00	\$45.40	\$1,589.00	\$160.00	\$5,600.00	\$65.00	\$2,275.00	\$60.00	\$2,100.00	\$210.00	\$7,350.00	
10	SY	Concrete Driveway Restoration	70	\$130.00	\$9,100.00	\$105.00	\$7,350.00	\$135.00	\$9,450.00	\$143.00	\$10,010.00	\$202.00	\$14,140.00	\$250.00	\$17,500.00	
11	LF	Bituminous Weir/Curb Restoration (Match Existing)	250	\$2.00	\$500.00	\$1.00	\$250.00	\$4.00	\$1,000.00	\$11.00	\$2,750.00	\$6.00	\$1,500.00	\$4.00	\$1,000.00	
12	LF	Bituminous Trench Restoration - Borough Roadway	205	\$67.00	\$13,735.00	\$54.51	\$11,174.55	\$41.50	\$8,507.50	\$36.00	\$7,380.00	\$85.00	\$17,425.00	\$86.00	\$17,630.00	
13	SY	Bituminous Roadway Restoration - Borough Roadway - Curb to Curb (1.5" Profile Mill and Overlay)	2	\$60.00	\$120.00	\$41.55	\$83.10	\$35.00	\$70.00	\$48.00	\$96.00	\$25.00	\$50.00	\$70.00	\$140.00	
14	LS	Erosion and Sedimentation Control	1	\$500.00	\$500.00	\$80.00	\$80.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	
15	LS	Location of Existing Underground Utilities	1	\$750.00	\$750.00	\$1,534.00	\$1,534.00	\$2,500.00	\$2,500.00	\$1,725.00	\$1,725.00	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	
16	LS	Maintenance and Protection of Traffic	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$8,000.00	\$8,000.00	\$10,465.00	\$10,465.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	
17	LS	Written Property Owner Notification Compliance	1	\$400.00	\$400.00	\$250.00	\$250.00	\$750.00	\$750.00	\$1,092.00	\$1,092.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	
18	LS	Section 01050 - Field Engineering	1	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,240.00	\$2,240.00	\$1,500.00	\$1,500.00	\$2,040.00	\$2,040.00	

Bo 3

PROPOSAL ACKNOWLEDGEMENT

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

FOR: CONTRACT NO. 23-S1  
FRANK STREET SANITARY EXTENSION

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-S1 – FRANK STREET SANITARY EXTENSION, 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 located at 3310 McRoberts Road, Pittsburgh, Pennsylvania 15234-2711, and in the office of LSSE CIVIL ENGINEERS AND SURVEYORS, 846 Fourth Avenue, Coraopolis, Pennsylvania 15108-1522, and any future changes therein as provided in the Contract and project specifications, and to perform all other obligations imposed by the Contract for the prices named in the BID WORKSHEET submitted via the QuestCDN bid submission referenced to herein as part of this Proposal Acknowledgement as “BID WORKSHEET.” The BID WORKSHEET is considered part and parcel of this Proposal Acknowledgement and as referred to in the complete contract documents.

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

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

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>2/6/2024</u>
ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____
ADDENDUM NO. _____	DATE: _____

The undersigned bidder hereby represents as follows:

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

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

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

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

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

(f) accompanying this Proposal is a 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 ONE HUNDRED TWENTY (120) calendar days from the date of written Notice to Proceed;

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

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

(j) CONTRACTOR'S CERTIFICATION

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

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

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

i. The Contractor has its own in-house engineers and/or staff expertise who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or

ii. The Contractor has engaged independent Engineers and/or experts who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and

within the cost, budget and schedule submitted to the Owner by the Contractor, or

- iii. The Contractor has decided to forego any such review by any Engineer or expert and has accepted the risk that the difficulty, cost and time required to complete the Project as designed may be greater than its bid or any submitted cost estimate, budget or schedule for the Project, and therefore
- d. Contractor acknowledges that the Drawings and Specifications are intended only to depict and describe the intent of the completed Project. Contractor represents that it is qualified to construct the Project as depicted in the Contract Documents and to determine its own means, methods, techniques, sequences and procedures. To the extent that means, methods, techniques, sequences and procedures are identified in the Contract Documents, Contractor is required to independently evaluate those means, methods, techniques, sequences and procedures for the purpose of determining whether the means, methods, techniques, sequences and procedures depicted or described in the Contract Documents are adequate to construct the Project. Contractor further represents that it has based its bid upon its own determination of the means, methods, techniques, sequences and procedures required to construct the Project.
- e. Submission of a bid and/or Execution of the Contract by the Contractor is a representation that the Contractor has carefully reviewed and thoroughly examined and evaluated the Contract Documents to determine whether the Contractor needs clarification of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine its bid and that it has requested any needed clarification prior to submitting its bid. Contractor represents that it has the knowledge, skill and expertise to perform the Work; that it understands that it must make reasonable inferences to determine portions of the Work not shown in the Contract Documents that would be required for a proper and complete project, and it has included all costs for such inferences in its bid; and, that Contractor is not relying on representations from the Contract Documents for the purpose of determining the means, methods, sequences or procedures of performing the Work.
- f. The Contractor, on behalf of itself and all of its subcontractors and sub-subcontractors) does hereby waive the right to make any claim against the Owner, the Engineer or any of the Engineer's



Consultants for this Project (whether such claim is based on breach of contract, breach of warranty, misrepresentation, negligence or other tort or any other legal doctrine) for any alleged increased difficulty, cost or delay in completion of the Project due to any alleged misrepresentation, error or omission in the Contract Documents, and

- g. The Contractor agrees to indemnify and hold harmless the Owner, Engineer and all of the Engineer's Consultants from any and all claims brought by any subcontractor or anyone else working on the Project under the Contractors Agreement with the Owner for any and all attorneys fees and costs incurred by the Owner, the Engineer or any of the Engineer's Consultants in defending any Contractor or subcontractor claim for increased costs based on any alleged misrepresentation, error or omission in the Contract Documents, and that this indemnity includes any damages any of them are required to pay to such Contractor or subcontractor for alleged increased costs of construction or delay in completion of the Project), and
- h. Contractor acknowledges the right of any such Engineer or Engineer's Consultant to bring suit directly against the Contractor to recover or enforce this indemnity obligation, and
- i. Contractor also certifies that it shall secure similar certifications from each of its Subcontractors for the Project waiving their rights to recover against the Owner or the Engineer or any of the Engineer's Consultants for increased costs of construction or delay in construction due to any alleged misrepresentation, error or omission in the Contract Documents. Should the Contractor fail to secure any such waiver, then that failure shall be deemed a material breach of this Contractor Certification and the measure of damages recoverable by the Owner, the Engineer or any of the Engineer's Consultants for this breach shall be all attorneys fees and costs expended in defending any such claim as well as any damages awarded against any of them because of such a claim.
- j. Contractor also certifies that for utility line contracts (e.g. sanitary sewers, waterlines, and storm sewers) this certification applies to changes to horizontal and/or vertical alignment of the lines installed as may be necessitated by field conditions and/or other utility conflicts.

BO 8

Dated: February 6, 2024

ATTEST:

  
Secretary/Assistant Secretary  
Diane B. Tropiano

Soli Construction, Inc.  
Corporation-Contractor  
  
President-Vice President  
Frank Tropiano

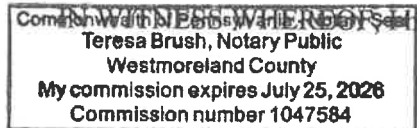
WITNESS:

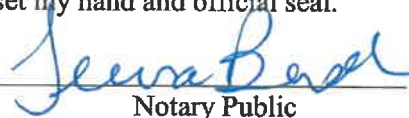
\_\_\_\_\_  
\_\_\_\_\_  
Individual-Contractor (Seal)

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this, the 6th day of February, 2024, before me, a Notary Public, the undersigned officer, personally appeared Diane B. Tropiano, t/d/b/a Soli Construction, Inc., 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.

  
Teresa Brush, Notary Public  
Westmoreland County  
My commission expires July 25, 2026  
Commission number 1047584  
Member, Pennsylvania Association of Notaries

hereunto set my hand and official seal.  
 (SEAL)  
Notary Public

My commission expires: July 25, 2026

\*\*\*\*\*

BO 9

WITNESS:

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

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

BUSINESS ADDRESS OF BIDDER: 120 Tropiano Lane  
Irwin, PA 15642

TELEPHONE NUMBER: 724-744-3337

NAME OF CONTACT PERSON: Frank Tropiano

BO 10

BOROUGH OF CASTLE SHANNON  
ALLEGHENY COUNTY, PENNSYLVANIA  
CONTRACT NO. 23-S1  
FRANK STREET SANITARY EXTENSION

ADDENDUM NO. 1

FEBRUARY 6, 2024

All prospective bidders on Contract No. 23-S1 – Frank Street Sanitary Extension, shall read and take notice of this Addendum No. 1 to the bidding documents and shall make appropriate provisions in their respective bids for the following:

I. CHANGES TO PRIOR ADDENDA

A. Not Applicable.

II. ADVERTISEMENT

A. Bids will be opened via Go To Meeting by the Borough Engineer. Information is below to join the meeting:

Open via Go To Meeting:

**Castle Shannon Borough - Frank Street Sanitary Extension Bid Opening**

Feb 16, 2024, 11:00 – 11:30 AM (America/New\_York)

**Please join my meeting from your computer, tablet or smartphone.**  
<https://meet.goto.com/701051285>

**You can also dial in using your phone.**

Access Code: 701-051-285

United States: [+1 \(571\) 317-3122](tel:+15713173122)

**Get the app now and be ready when your first meeting starts:**  
<https://meet.goto.com/install>

All other provisions of these Specifications, Drawings and other Contract Documents shall remain unchanged and in full effect and virtue. This Addendum shall be Addendum No. 1, attached to and become part of the Proposal Acknowledgement for the above mentioned Contract.

BO 11

The recipient of Addendum No. 1 shall indicate receipt thereof by signature on the line below. A signed copy of this Addendum is to be included with the bid.

Contractor Soli Construction, Inc.  
  
\_\_\_\_\_  
Frank Tropiano, President

Date: 2/6/2024

BO 12



LSSE: (412) 264-4400  
Rabell: (814) 756-4384  
Senate: (412) 826-5454  
www.lsse.com

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LSSE

Rabell

Senate

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February 21, 2024

S. O. No. 253-201-24

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

Mr. C. Michael Foote, MPA  
Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Service Order Authorization**  
**2024 Roadway Improvement Project R01 – Liquid Fuels**  
**Engineering Services**

Dear Mr. Foote:

In accordance with our meeting on February 16, 2024, we are transmitting a Service Order Authorization (SOA) regarding tasks related to the 2024 Roadway Improvement Project R01 – Liquid Fuels for your review and signature.

This project consists of profile milling and pavement overlay of the existing cartway on the following streets in the Borough:

1. Sixth Street (May Street to McRoberts Road)
2. McRoberts Road (Sixth Street to Borough Border) – Complete section between utility company paving and the Borough Border.
3. Oak Drive (Sycamore Drive to Trance Drive)

This program will not involve modification of the horizontal or vertical alignment of the roadways.

This Engineering SOA is based on the following:

1. All work is assumed to be within the Borough right-of-way.
2. The existing cartway will not be widened.
3. Stormwater runoff will not be modified.
4. Hydrologic and hydraulic calculations to verify inlet and storm sewer capacity are not included.

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● Coraopolis, PA (Headquarters)  
● Aliquippa, Beaver County, PA  
● Greensburg, Westmoreland County, PA  
● Dublin, Franklin County, OH

● Albion, Erie County, PA

● Pittsburgh, Allegheny County, PA  
● White Oak, Allegheny County, PA  
● Kittanning, Armstrong County, PA  
● Washington, Washington County, PA

*R013*



5. No permits (E&S, HOP, etc.) are required.
6. Construction drawings are not required.

This SOA includes the following Engineering Services Tasks:

**Task 1 - Design and Bidding Services**

- 1.1. Superpave mix design selection based on the Borough's estimation that each road has less than 40 buses and trucks per day.
- 1.2. Notify utilities via the Pennsylvania One-Call System.
- 1.3. Preparation of quantities based on field measurements performed by Lennon, Smith, Souleret Engineering, Inc. (LSSE). The proposal will include an allowance for base repairs based on visual estimation of deteriorated areas (i.e. percent of surface).
- 1.4. Preparation of details for typical pavement restoration.
- 1.5. Preparation of bid proposal forms, Contract Documents and Technical Specifications using current PennDOT 408 requirements.
- 1.6. Bidding Assistance (Bid Advertisement to be placed by the Borough, prepared by LSSE). Includes bid tabulation, bid review and recommendation of award.
- 1.7. Notification to the successful bidder and prepare contract documents for execution by the Borough
- 1.8. Preparation of PennDOT Liquid Fuels Project Start-up Package and Project Close-out form information which must be filed on-line by the Borough.

**Task 2 - Construction Phase Services (As Requested)**

- 2.1. General Project Services during construction including:
  - a. Conduct pre-construction meeting with Contractor and the Borough.
  - b. Shop drawing and mix design reviews.
  - c. Review of periodical estimates and payment recommendations to the Borough.
  - d. Preparation of Final Change Order to adjust the contract based on final in-place quantities.
  - e. Conduct final field observation and generate Punchlist letter if required.

**Task 3 - Resident Representation Services**

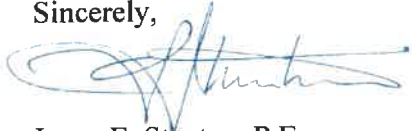
- 3.1. Full Time Resident Representation in accordance with Exhibit A (*attached*).

BO 14

Mr. C. Michael Foote, MPA  
Borough Manager  
February 21, 2024  
Page 3

Should you have any questions or require additional information, please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Stanton", with a large, sweeping flourish underneath.

Jason E. Stanton, P.E.  
Managing Principal

JES:aeg

Attachments

B015

# Service Order Authorization

February 21, 2024

		Fee Basis	Estimate
<b>Service Order Number:</b>	253-201-24		
<b>Description:</b>	<b>2024 Road Paving Program – Liquid Fuels Engineering Services</b>  This project consists of roadway improvements and stormwater improvements as listed in the cover letter.		
<b>Scope of Services:</b>	Task 1: Design and Bidding Services	Per Diem	\$ 4,800.00
	Task 2: Construction Phase Services	Per Diem	\$ 6,900.00
	Task 3: Resident Representative Services	Per Diem	\$ 5,900.00
	<b>TOTAL</b>		<b>\$ 17,600.00</b>

NOTE: Reimbursable expenses are not included in the cost. Reimbursable expenses will be billed at cost plus 10%. Reimbursable expenses include all copies, mileage and reproduction.

I, C. Michael Foote, authorize LSSE to proceed with the Engineering Services listed above, in accordance with the previously approved Terms and Conditions.

**Borough of Castle Shannon**

\_\_\_\_\_  
C. Michael Foote, MPA  
Borough Manager

\_\_\_\_\_  
Date

B016

## **EXHIBIT A**

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the S.O. authorization and **Agreement between OWNER and ENGINEER for Professional Services** dated February 21, 2024.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

The Owner authorizes engineer to provide Resident Project representative services as described below:

#### *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
  - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
  - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

BO17

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
  - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.
11. *Reports:*
- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
  - d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
14. *Completion:*
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
  - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.



3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

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LSSE: (412) 264-4400  
Rabell: (814) 756-4384  
Senate: (412) 826-5454  
www.lsse.com

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LSSE

Rabell

Senate

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February 21, 2024

S. O. No. 253-200-24

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

Mr. C. Michael Foote, MPA  
Borough Manager  
Borough of Castle Shannon  
3310 McRoberts Road  
Castle Shannon, Pennsylvania 15234-2711

**Subject: Service Order Authorization**  
**2024 Roadway Improvement Project R02 – Capital Fund**  
**Engineering Services**

Dear Mr. Foote:

In accordance with our meeting on February 16, 2024, we are transmitting a Service Order Authorization (SOA) regarding tasks related to the 2024 Roadway Improvement Project R02 – Capital Fund for your review and signature.

This project consists of profile milling and pavement overlay of the existing cartway on the following streets in the Borough:

1. Martha Street (May Street to McRoberts Road)
2. Edgewood Avenue (Wabash Avenue to Borough Border)
3. Newport Drive (Maplene Avenue to Borough Border)

This program will not involve modification of the horizontal or vertical alignment of the roadways.

This Engineering SOA is based on the following:

1. All work is assumed to be within the Borough right-of-way.
2. The existing cartway will not be widened.
3. Stormwater runoff will not be modified.
4. Hydrologic and hydraulic calculations to verify inlet and storm sewer capacity are not included.

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● Coraopolis, PA (Headquarters)  
● Aliquippa, Beaver County, PA  
● Greensburg, Westmoreland County, PA  
● Dublin, Franklin County, OH

● Albion, Erie County, PA

● Pittsburgh, Allegheny County, PA  
● White Oak, Allegheny County, PA  
● Kittanning, Armstrong County, PA  
● Washington, Washington County, PA

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5. No permits (E&S, HOP, etc.) are required.
6. Construction drawings are not required.

This SOA includes the following Engineering Services Tasks:

**Task 1 - Design and Bidding Services**

- 1.1. Superpave mix design selection based on the Borough's estimation that each road has less than 40 buses and trucks per day.
- 1.2. Notify utilities via the Pennsylvania One-Call System.
- 1.3. Preparation of quantities based on field measurements performed by Lennon, Smith, Souleret Engineering, Inc. (LSSE). The proposal will include an allowance for base repairs based on visual estimation of deteriorated areas (i.e. percent of surface).
- 1.4. Preparation of details for typical pavement restoration.
- 1.5. Preparation of bid proposal forms, Contract Documents and Technical Specifications using current PennDOT 408 requirements.
- 1.6. Bidding Assistance (Bid Advertisement to be placed by the Borough, prepared by LSSE). Includes bid tabulation, bid review and recommendation of award.
- 1.7. Notification to the successful bidder and prepare contract documents for execution by the Borough

**Task 2 - Construction Phase Services (As Requested)**

- 2.1. General Project Services during construction including:
  - a. Conduct pre-construction meeting with Contractor and the Borough.
  - b. Shop drawing and mix design reviews.
  - c. Review of periodical estimates and payment recommendations to the Borough.
  - d. Preparation of Final Change Order to adjust the contract based on final in-place quantities.
  - e. Conduct final field observation and generate Punchlist letter if required.

**Task 3 - Resident Representation Services**

- 3.1. Full Time Resident Representation in accordance with Exhibit A (*attached*).

0027

Mr. C. Michael Foote, MPA  
Borough Manager  
February 21, 2024  
Page 3

Should you have any questions or require additional information, please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason E. Stanton". The signature is stylized with a large initial "J" and a long horizontal stroke.

Jason E. Stanton, P.E.  
Managing Principal

JES:aeg

Attachments

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# Service Order Authorization

February 21, 2024

		Fee Basis	Estimate
<b>Service Order Number:</b>	253-200-24		
<b>Description:</b>	<b>2024 Road Paving Program – Capital Funds Engineering Services</b>  This project consists of roadway improvements and stormwater improvements as listed in the cover letter.		
<b>Scope of Services:</b>	Task 1: Design and Bidding Services	Per Diem	\$ 4,800.00
	Task 2: Construction Phase Services	Per Diem	\$ 6,900.00
	Task 3: Resident Representative Services	Per Diem	\$ 5,900.00
	<b>TOTAL</b>		<b>\$ 17,600.00</b>

NOTE: Reimbursable expenses are not included in the cost. Reimbursable expenses will be billed at cost plus 10%. Reimbursable expenses include all copies, mileage and reproduction.

I, C. Michael Foote, authorize LSSE to proceed with the Engineering Services listed above, in accordance with the previously approved Terms and Conditions.

**Borough of Castle Shannon**

\_\_\_\_\_  
 C. Michael Foote, MPA  
 Borough Manager

\_\_\_\_\_  
 Date

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## **EXHIBIT A**

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the S.O. authorization and **Agreement between OWNER and ENGINEER for Professional Services** dated February 21, 2024.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

The Owner authorizes engineer to provide Resident Project representative services as described below:

#### *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
  - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
  - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

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5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
  - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.
11. *Reports:*
- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
  - d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
14. *Completion:*
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
  - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

BO 27

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

BO 28

Borough of Castle Shannon

Planning Commission Minutes for December 18, 2023

Chairman Marv Levin called the meeting to order at 7:03 PM. Other Commission members present were William Grand & Timothy Swisher. Also, present were Zoning Officer Paul Vietmeier. Commission member Robert Borman & Solicitor Dennis Biondo were absent.

Mr. Grand moved to adopt the minutes for the October 16<sup>th</sup>, 2023, meeting, as written. Mr. Swisher seconded the motion. The motion was adopted, all in favor.

- Jeremy Brannigan (2812 Kenilworth St, Pittsburgh, PA 15226) presented his application to the Commission to open a Tattoo studio & artwork boutique. The location of this proposed business is Unit D (far right side) of 1230 Grove Road (former Gigi's Resale Shop). Numerous questions related to tattoo licensing of staff members (None required by the State of Pennsylvania), proper building inspections requirements, parking issues & business expansion were discussed. With no further questions, Mr. Grand made a motion to approve the application as submitted, Mr. Swisher seconded the motion. Motion was adopted, all in favor.
- The Commission members were introduced to the new Borough Manager Mr. Michael Foote. The Commission members welcomed Mr. Foote and thanked him for attending the meeting.

There being no further business, a motion to adjourn the meeting was made by Mr. Grand and seconded by Mr. Swisher. The motion was adopted. Chairman Levin adjourned the meeting at 7:09 PM.

Respectfully submitted,

Acting Secretary

Timothy F. Swisher

PJC 1

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- 2017	Date	Date to Correct	Corrected Date
226 Rolling Rock	914	Floyd Arbogast	Camper in the driveway	6/6/18	6/11/18	5 citations on 10/25/23
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	5 citations on 10/25/23
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
129 Grove Road	1301 apt 2	Robert Nagy	2nd notice for feeding the animals & \$25.00 ticket fine	2/23/21	2/24/21	evicted 1/31/24 Regular & 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		evicted 1/31/24 waiting for hearings
387 Grove Road	1301	Robert Nagy	another 2 citations for feeding Animals & Birds	6/10/21		evicted 1/31/24 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		evicted 1/31/24 Waiting for hearing date
704 Grove Road	1301	Robert Nagy	3 more citations feeding animals, uninhabitable, infestation	12/17/21		evicted 1/31/24 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		evicted 1/31/24
164 Grove Road	1301	Robert Nagy	2 more citations	3/30/22		evicted 1/31/24
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
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
327 Willow Ave	3762	William D Nedzesky	High Grass and no Unit Registration	6/10/22	6/15/22	just the grass was cut 7/11/2022
340 Cooke Drive	781 Apt1	Stevenson Williams Management Dc	Uninhabitable; contains filth and contamination, mold Lack 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	
430 Rosalia Ave	3521	Linda Ann Daube	High Grass and weeds, house needs repairs	7/27/22	10/25/22	
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
546 Library Road	3505	Really Income Trust 6	\$25.00 Ticket for high grass	8/19/22	8/24/22	Regular and Certified
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	
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

Street	No	Name	Violation- 2023	Date	Date to Correct	Corrected Date
869 Cooke Drive	797 B	Joann Groman	No Occupancy and no Unit Registration	11/8/22	11/15/22	Regular and Certified
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 Business Regular and Certified
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
115 Castle Shannon Blvd	1106	Josephine McGonigle	Garbage out before 6:00 Pm, No Occ, & No Unit Registration	1/25/23	1/30/23	
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	
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 creek	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
371 Willow Avenue	3855	John French	2nd Notice for feeding the birds causing rodent problems	4/19/23	4/21/23	submit citation on5/17/23
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	
547 Baldwin Street	921	CKZ Properties LLC	No Occupancy for tenant, no unit registration, high grass	5/16/23	5/26/23	grass only on 7/17/23
557 Willow Avenue	3855	John French	Citation for Feeding the birds	5/17/23		Waiting for hearing
564 McCully Road	1404	Michael A Kalanish	No Occupancy, Violation since 11/9/20, and High Grass	5/17/23	5/27/23	grass only on 7/30/23
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
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
631 Redwood Drive	985	Donald & Amy Krtanjek	No reinspection and piling brush under pine trees in backyard	5/30/23	6/14/23	
672 Willow Ave	3855	John French	Citation for feeding the wildlife	6/14/23		waiting for hearing
733 Middleboro Road	3564	Caley P Mangan	3rd Notice missing gutter, uninspected ford pickup	6/20/23	7/1/23	
735 Library Road	3563	James Brocato	Condemn the structure, with a 240 day as is	6/20/23	2/15/24	
791 Newport Drive	930	Frederick C & Carol H Boden	High Grass, Silver Mitsubishi stickers expired since 4-19	7/3/23	7/13/23	car only 7/10/23
802 Hastie Road	1043	Khang Nguyen	High Grass & weeds in the front and side. Shutter hanging	7/10/23	7/15/23	grass only on 7/17/23
810 Oakdale Ave	930	Edward L III Ewing	Railing required on front steps,outdoor storage of building ma	7/11/23	7/21/23	
861 Middleboro Road	3564	Caley Mangan	Last notification for lack of gutters/downspouts. Weeds	7/19/23	9/19/23	Regular & Certified
863 McCully Road	1405	Michael Kalanish	2nd notice for the weeds, brush pile, pallets, broken fence	7/19/23	7/29/23	weeds and brush only on 8/1/23
865 Greenridge Road	4225	Jill & Brian Vogel	High grass, weeds and shrubs, #'s not visible, hedges high	7/19/23	7/29/23	grass only on 7/26/23
939 Poplar Avenue	3538	Stephen Nickles	4th Notice Cut and maintain the weeds.	8/2/23	8/13/23	Ticket
947 Connor Road	1021	1021 Connor LLC/Riva Ridge	Garbage placed out before the designated time/no occ	8/2/23	8/13/23	just garbage on 8/7/23
948 Bockstoce Avenue	911	Charleigh Barnes	Outstanding violations/permit not paid	8/2/23	9/2/23	only the permit was paid Regular and Certified
949 Greenridge Road	4236	Imagine Investments & Consulting LI	Garbage out a day after pick up, no Occ. No Rental Regist	8/4/23	8/9/23	just garbage on 8/7/23

PHC 3



950	Connor Road	1059	Pavlo Lebedyev	High Grass backyard, No Occ, No Unit Registration	8/4/23	8/9/23	8/28/23 for grass Citation on the 7th
951	McRoberts Road	3141	Thomas A Moses	Moving forward to condemn the house, Lack of maintenance	8/4/23		slowly working on it
960	Willow Avenue	3915	Linda Diane Dell	Rubbish Dresser, cabinet, Tv, over a month	8/8/23	8/15/23	
965	Rebecca Street	3713	Michael L & Denise A Macklen	Clean up property Plastic bags, garbage cans, hose, paper	8/8/23	8/19/23	back filled wall Only 11/13/23 warning
997	McCully Road	1405	Michael A Kalanish	3rd noticepallets ,broken railing,pile gravel, in the back, wall b	8/15/23	8/22/23	
1015	Poplar Avenue	3538	Stephen Nickles	lots of notification for High weeds,and a copy of the ticket	8/15/23	8/29/23	Regular and Certified
1017	Baldwin Street	910	William R Speth	High weeds and grass over sidewalk and damaged swimming	8/15/23	8/31/23	removed weeds & hedges Regular and Certified
1063	Poplar Avenue	3730	Stephen Poremski	Weeds/brush encroaching the front porch,steps, and door	8/22/23	8/27/23	
1069	6th Street	1240	William Kozel Jr	2nd notice pad putting gravel and mud in basin,no Occupancy	8/23/23	9/23/23	Regular and Certified
1070	Sleepy Hollow Road	964	9624 Sleepy Hollow LLC	appears to be occupied no permit. Garbage out early	8/23/23	8/24/23	Garbage only 8/28/23
1079	Redwood Drive	985	Donald & Amy Krtnjek	2nd notice brush pile in the back, and as is violations	8/23/23	8/30/23	
1080	McCully Road	1505	Stephen Dauberger	Bobcat,building material ,tarp stored, front porch unsafe	8/23/23	9/23/23	
1115	Rebecca Street	3713	Michael L & Denise A Macklen	2nd notice clean up property and back fill behind the wall	8/28/23	9/11/23	back filled wall only 11/14/23
1166	Greenridge Road	4101 Apt 2	Mary Walicki	Inspected sanitation issues and needs repairs to the unit	9/12/23		
1167	6th Street	1261	Colin R Yedlowski	Fascia is missing from side of the house & rusted loose piece	9/12/23	9/30/23	warning
1183	Prospect Ave	1230	James & Kathleen Enright	Outside of the house is in disrepair	9/27/23	10/31/23	on going 12/26/23 Porch by the end of the year
1189	Poplar Avenue	3730	Stephen Porenski	3rd Notice high weeds especially around the entrance	9/27/23	10/4/23	Regular and Certified
1219	Hastie Road	1043	Knang Nguyen	2nd Notice hanging shutter next to the front door	10/3/23	10/10/23	
1232	Home Ave	3006	Christine E Tatka	High Grass and weeds,especially in the back along property l	10/4/23	10/8/23	
1249	Willow Avenue	4004	Citylife South LLC (Evan)	no Occupancy and outstanding violations since 11/6/19	10/6/23	10/16/23	
1261	Rebecca Street	3713	Michael L & Denise A Macklen	exterior is still a mess, and no sign of backfill of the wall	10/10/23	10/31/23	back filled wall only Regular and Certified
1262	McCully Road	1505	Stephen Dauberger	unfinished front steps, sidewalkand porch,Bobcat, & Building	10/10/23	10/31/23	
1303	Baldwin Street	929	Joshua Weide	finish parking pad with a paved all-weather surface	10/19/23	12/19/23	
1306	Home Ave	3006	Christine E Tatka	2nd Notice for High Grass and Weeds	10/24/23	10/29/23	
1315	Library Road	3525	Tyson Nguyen	no permit for additional wall,Junk truck in backyard	10/24/23	10/31/23	
1316	Middleboro Road	3564	Alex Pasculle	Blue Honda might be uninspected in driveway,just like the tru	10/24/23	11/5/23	
1317	Middleboro Road	3564	Caley P Mangan	Blue Honda might be uninspected in driveway,just like the tru	10/24/23	11/5/23	
1318	Murrays Ln	289	Linnea Rae Ondick	3rd notice for 2003 Toyota with expired inspection in driveway	10/25/23	11/5/23	
1341	Rolling Rock Road	914	Floyd L. Arbogast	5 Citations Occ, Junk Vehicles, Storgage, Camper	10/25/23		5 Citations
1351	Newport Drive	930	Carol H Boden	Side of the house structure has large holes in the roof & unsa	10/31/23	11/30/23	
1357	Grove Road	1345	Stephen Dobrosielski	No Occupancy and Unit Occupancy Registration	11/1/23	11/11/23	
1381	Hastie Road	1043	Khang Nguyen	3rd Notification for an unsafe hanging shutter	11/7/23	11/12/23	
1382	Mount Lebanon Blvd	250	InstaTAN	no portable sign permit	11/7/23	11/14/23	
1383	Mount Lebanon Blvd	250	Yoga Flow	Notified several times for no portable sign permit	11/7/23	11/14/23	Regular & Certified
1387	Belleville Street	3012	Aletha Kish	Garbage receptacles left at the curb behind the guardrail	11/8/23	11/9/23	
1403	Home Ave	3006	Christine E Tatka	3rd Notice for High Grass and Weeds	11/13/23	11/19/23	
1423	Mount Lebanon Blvd	250	INSTATAN	2nd Notice for no portable sign permit	11/17/23	11/24/23	Regular and Certified
1434	Park Avenue	900	Kimberly Gamble	Rooms upstairsare deplorable, no portable sign permit, garba	11/21/23	11/28/23	Regular and Certified
1438	Belleville Street	3012	Aletha Kish	2nd notice. Garbage cans left on curb after pick up.	11/21/23	11/22/23	
1459	Greenridge Road	4238	Gayle A Williams	3rd notice for parking 2021 Chevy Trax in the grass ticket issi	11/27/23	11/28/23	ticket

1461	Pine Avenue	971	Lana Tomson	Vehicles Parked on the grass	11/27/23	11/28/23	Tickets
1472	Lindenwood Drive	805	Jacquelyn M Carnahan	2005 Nissan causing a nuisance, and storage of boat	11/28/23	11/29/23	
1483	McRoberts Road	3170	Jordan Kelly	No zoning permit for the fence and parking pads, over the 30'	11/29/23	12/14/23	
1493	Greenridge Road	4225	Jill E & Brian S Vogel	Outdoor storage all over the property,shed unsafe,house nurr	11/30/23	12/10/23	Regular and Certified
1495	Pine Avenue	971	Lana Tomson	Vehicle parked on the Grass	11/30/23	12/1/23	ticket
1498	Brlleville Street	3012	Aletha Kish	3rd Notice for garbage receptacleleft at the curb beyond the c	11/30/23	12/1/23	
1507	Saint Anne Street	940	Natalie Friedrich	Mulch bags left on the front steps,missing balusters and post	12/5/23	12/10/23	
1512	Baldwin Street	934	Mason Chen	2 Citations mishandling garbage, and Rental unit registractor	12/6/23		2 Citations
1513	Mount Lebanon Blvd	250	Insta Tan	Citation for not having a portable sign permit	12/6/23		Citation
1514	Mount Lebanon Blvd	250	Yoga Flow	Citation for not having a portable sign permit	12/6/23		Citation
1518	Belleville Street	3012	Aletha Kish	4th Notice this month garbage cans left out, ticket was issued	12/6/23	12/7/23	Ticket
1521	Canal Street	3998	Canal Street Associates	Dumpsters for the apartments are not enclosed	12/6/23	12/31/23	
1535	Mount Lebanon Blvd	300 Unit 21	Potomac Bakery	No Occupancy, and no permit for the wall sign	12/8/23	12/18/23	Regular and Certified
1536	Sleepy Hollow Road	971	Ryan Henderson	4th Ticket for parking on the grass next will be a citation	12/14/23	12/15/23	Regular and Certified
1544	Home Ave	3113	Robert Nagy	2005 GMC has a flat tire and expired plate, Public Works is c	12/14/23	12/24/23	tailgate closed
1561	Belleville Street	3012	Sneed Steven	Garbage receptacles left at the curb beyond the designated ti	12/20/23	12/21/23	
1586	Mount Lebanon Blvd	250	Yoga Flow	2nd Citation for no portable sign permit	12/28/23		2nd Citation
1587	Mount Lebanon Blvd	250	Insta Tan	2nd Citation for no portable sign permit	12/28/23		2nd Citation
	<b>Street</b>	<b>No</b>	<b>Name</b>	<b>Violations - 2024</b>	<b>Date</b>	<b>Date to Correct</b>	<b>Corrected Date</b>
	5 Thornwood Drive	1012	Elia Beniash	Appears to be a rental and no occupancy permit, & garbage	1/2/24	1/12/24	
	6 Willow Avenue	3776	Cesar Velasco	No permit for a portable sign	1/3/24	1/8/24	no permit yet
	19 Belleville Street	3012	Aletha Kish	5th and final notice before citations for mishandling garbage	1/5/24	1/10/24	Regular and Certified
	20 Lindenwood Drive	805	Shawn Carnahan	2nd notice numerous complaints on noise from the 2005 Niss	1/5/24	1/10/24	Regular and Certified
	21 Lindenwood Drive	805	Jacquelyn M Carnahan	2nd notice for Boat outside storage & loud noise from car	1/5/24	1/10/24	Regular and Certified
	22 Clara Avenue	1225	Theresa Laura Smith	1987 Chevy camper expiored plate since 1,2021	1/5/24	1/15/24	
	24 Greenridge Road	4204	Salvatore & Laurie Falcone	continue to drag mud on the street	1/8/24	1/9/24	cleaned the street 1/30/24
	28 Broadway Avenue	4607	PGH Property Buyer LLC	Dumpster bag in front of the house over thirty days	1/9/24	1/21/24	dumpster bag only 2/5/24 warning
	30 Castle Shannon Blvd	1106	Josephine Doris McGonigle	No permission to have sign and open A Massage without Oc	1/9/24	1/14/24	Regular and Certified
	52 Sleepy Hollow Road	915	Ashley Overbeck	2008 Toyota parked on the grass with expired plates	1/16/24	1/28/24	
	62 May Street	3166	Daniel Karcher	Sidewalk was not shoveled and still don't have premises iden	1/18/24	1/21/24	removed snow only on 1/24/24
	88 Mount Lebanon Blvd	315	Monahan 315 LLC	Change in occupancy with no permit, and banner signs	1/19/24	1/24/24	
	90 Belleville Street	3012	Aletha Kish	2 Citations Garbage cans left at the curb, and a \$25.00 ticket	1/22/24		2 citations
	133 Castle Shannon Blvd	1106	Josephine Doris McGonigle	Stop Work,no building permit, or sign, and no occupant, Unit	1/24/24	2/1/14	Regular and Certified
	135 6th Street	1261	Colin R Yedlowski	2nd notice for Fascia and deterioration	1/24/24	2/24/24	
	148 Sleepy Hollow Road	956	Positano Properties LLC	Garbage out, no occupancy for tenant and no unit registratio	1/25/24	2/1/24	
	188 Havelock Ave	1234	Douglas Cotton Cotford Homes LLC	Violation's agreed to be completed in 30 days back in 2/3/21	1/30/24	2/4/24	
	190 Havelock Ave	1245	Christopher James Abernethy	Garbage either placed out early or left at the curb since last w	1/30/24	1/31/24	2/12/24
	191 McRoberts Road	3221	Ronald G markel Jr	Widen parking pad to stop mud in the street a MS4 violation	1/30/24	2/18/24	
	198 Milton Road	1012	Arthur J & Debra A Wasielewski	2nd notice about feeding the deer/rodents	1/31/24	2/2/24	
	200 Mathilda Street	4149	Erica A Olson	Green dumpster bag left on the property longer than the 30 c	1/31/24	2/10/24	warning

*RHC 5*

202	Lindenwood Drive	819	Mary Lou Rusbarsky	1998 Chevy Malibu in the driveway with expired plate & sticker	1/31/24	2/10/24	
210	Willow Ave	4016	Church 216 LLC	accumulation of junk causing rodents , broken storm door	2/1/24	2/10/24	
212	Saint Anne Street	940	Alvin L Ferree II	Exterior needs to be cleaned up, unsafe railings and rodents	2/1/24	2/29/24	
213	Havelock Ave	1245	Christopher James Abernethy	2nd for garbage receptacles left at the curb beyond the designated day and time	2/5/24	2/6/24	2/12/24
214	Baldwin Street	819	Dhan Basnet	2009 Nissan Parked across the street with expired stickers & no license	2/5/24	2/11/24	2/13/24
215	Sleepy Hollow Road	915	Ashley Overbeck	2nd notice for 2008 Toyota parked on grass with expired registration	2/5/24	2/8/24	
222	Prospect Ave	1214	Dong-Sheng Wang	Raw sewage into the street	2/5/24	2/8/24	2/12/24
226	Rebecca Street	3706	Nick C & Margo Kravitch	3rd Notice Ford Bronco Blu in the driveway with flat tire and no license	2/6/24	2/17/24	2/20/24
231	Oak Drive	1406	Imhoff Richard J & Louise	Garbage placed out before the new designated day and time	2/6/24	2/7/24	removed 2/12/24 warning iWorQ
232	McRoberts Road	3185	Robert J Peters	Recycling bin has been left at the curb way beyond the designated day and time	2/6/24	2/8/24	removed 2/12/24 warning
233	May Street	3154	Patricia I Noss	Green dumpster bag left on the property longer than the 30 day limit	2/6/24	2/14/24	removed on 2/20/24 warning
236	Maplewood Drive	928	Pamela Otis	Green Toyota parked in the mud and dragging in the street	2/7/24	2/9/24	2/13/24
237	Maplewood Drive	928	Eric & Dorene M Bonilla	Green Toyota parked in the mud and dragging in the street	2/7/24	2/9/24	removed 2/13/24 warning
250	Middleboro Road	3564	Caley P Mangan	2 vehicles with expired plates, and exterior in bad condition	2/8/24	2/29/24	Regular and Certified
251	Rolling Rock Road	914	Floyd Arbogast	Junk, trailer in front of house, outside storage, unsafe fence	2/8/24		5 additional citations
252	Belleville Street	3012	Aletha Kish	3 citations Garbage receptacles at curb,garbage on the ground	2/9/24		3 more citations
253	Trance Drive	1403	Else Franzmann	Accumulation of rubbish around the property	2/12/24	2/18/24	removed on 2/20/24 warning
254	Rebecca Street	3840	Robert V & Grace V Litzel	Garbage placed out before the new designated day and time	2/12/24	2/14/24	removed 2/13/24 warning
255	McCully Road	1618	Alison Kuzyzk & Holly Kalkhof	3rd notice for garbage placed out before the designated day and time	2/12/24	2/14/24	2/13/24
256	Hoodridge Drive	500	Rajeena Pradhan	2012 Toyota parked on the sidewalk	2/12/24	2/14/24	2/20/24
257	Arch Avenue	941	Marlene M Bateman	2007 White Chevy Malibu Parked on the front lawn	2/12/24	2/13/24	removed 2/20/24 warning
258	Maple Ave	925	Nancy A Rodriguez	Garbage placed out before the new designated day and time	2/13/24	2/23/24	2/16/24
259	Sleepy Hollow Road	915	Ashley Overbeck	3rd notice for a silver Toyota parked on the grass with expired registration	2/13/24	2/24/24	
260	Willow Avenue	4109	Brian T Cadman	Garbage placed out before the designated day and time	2/14/24	2/15/24	removed on 2/16/24 warning
261	Vallevista Avenue	970	Ralph C & Pauline T Baumgart	Garbage placed out before the designated day and time	2/14/24	2/15/24	removed on 2/16/24 warning
262	Vallevista Avenue	986	Zikreta & Stipo Kristo	Garbage placed out before the designated day and time	2/14/24	2/15/24	removed on 2/16/24 warning
263	Grove Road	1264	Semeka Shick	2008 Dodge with expired inspection in the front of the building	2/14/24	2/25/24	
264	Highland Villa Drive	1421	Willoughby Ashley	Garbage placed out before the designated day and time	2/20/24	2/22/24	removed 2/21/24 warning
265	Steiger Street	4116	Jeanie & Timothy Ring	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
266	McCully Road	1612	Lisa Marie Slawinski	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
267	Lyndell Avenue	3905	Kenneth & Linda Dacierno	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
268	Rebecca Street	3701	Melissa Gochez	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
269	Hamilton Road	1236	Joseph Galgon	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
270	Castle Drive	162	Derek Tordella	Garbage receptacles left at the curb beyond the designated day and time	2/21/24	2/22/24	removed 2/21/24 warning
271	Willow Ave	3817	Alicia Laughlin	Garbage can and recycle bin out early and recycling isn't this	2/21/24	2/22/24	warning
272	Willow Ave	3827	EZ Rentals LLC/Debbie Schweiger	Garbage out of control in the dumpster area with all sorts of rubbish	2/22/24	2/25/24	
273	Poplar Avenue	3639	Bruce Falgiani	Garbage placed out before the designated day and time	2/22/24	2/23/24	
274	Maplene Avenue	3161	Neal & Louise Hilty	Garbage placed out before the designated time	2/22/24	2/23/24	removed on 2/23/24 warning
275	Kerry Hill Drive	802	Scott Weir	Garbage placed out before the designated time	2/22/24	2/25/24	2/23/24
276	Londonderry Drive	827	Janet Torregrosso	Garbage placed out before the designated time	2/22/24	2/25/24	removed on 2/23/24 warning

277	Broadway Avenue	3215	PGH Property Buyer LLC	pile of rubbish in the front of the house way to long	2/22/24	2/23/24	
278	McRoberts Road	3140	Cassandra Vogan	Receptacle was left at the curb beyond the designated day ar	2/22/24	2/23/24	removed on 2/23/24 warning
279	Broadway Avenue	3227	Bethsua Vasquez	Receptacle was left at the curb beyond the designated day ar	2/22/24	2/23/24	removed on 2/23/24 warning
280	Trance Drive	1415	Pek Recep	Recycle container left at the curb which is not the pick up wee	2/22/24	2/23/24	removed on 2/23/24 warning
281	Poplar Avenue	3633 Unit B	Sweet Deluxe Massage & Spa Maya	2nd notice for no occupancy ,will need a conditional use hear	2/23/24	3/4/24	Regular and Certified
282	Walnut Avenue	980 Unit B	Bruce Falgiani	Needs Occupancy and building permit for Fire damage	2/23/24	3/4/24	Regular and Certified

*PHC 7*



# Castle Shannon Police 2024 DJ Fines

DATE	State	Alleg. Co DA (DUI)	DJ -05-2-17
JAN		1764..59	\$3,686.99
FEB			
MAR			
APR			
MAY			
JUN			
JUL			
AUG			
SEPT			
OCT			
NOV			
DEC			
	\$0.00	\$0.00	\$3,686.99

A handwritten signature in blue ink, appearing to read "K. Truver", written over a horizontal line.

Kenneth M. Truver, Chief of Police

PSF 1



**CASTLE SHANNON POLICE DEPARTMENT**  
**FINES AND FEES REPORT**

**MONTH OF**                    January 2024

District Court Fines    \$ 3,686.99

District Attorney Fines \$ 1,764.59

Parking Citations        \$ 450.00

Report Fees                \$ 285.00

Solicitor Permits         \$ 750.00

Animal Control Fines    \$ 00.00

Pawn Broker's License    \$ 25.00

Pawn Outstanding \$ 50.00  
Boulevard Tax & Gold    \$25  
Sparklez                    \$25


Alarm Fines Received    \$ 00.00

Alarms Billed \$ 00.00

Alarms Outstanding \$ 00.00

Special Services            \_\_\_\_\_

From:

  
\_\_\_\_\_  
Chief Kenneth Truver

PSF 2



Date: 2/16/2024  
Customer: Castle Shannon Borough  
Customer Contact: Bob Ausman

Chassis Dealer:  
Chassis: Ford F550  
Salesperson: Treven Kraus

We are pleased to quote the following truck upfit package for your consideration, with upfit pricing from the PA CoStars Municipal Work Vehicles Contract #25-E22-432. Stephenson Equipment vendor number is 150032.

**DUMP BODY**

9' Aluminum by J&J Bodies-B&S  
Quote #: 93346

- 16" Side Height
- ½ Cab Shield
- 27" Rear Posts
- 4" Extruded Top Rail
- ¼ Alum Floor
- 8" Side Boards
- Standard Aluminum Tailgate
- Slide Out Ladder 2-step Alum
- LED Lights
- Class 40 Harsh Hoist
- 6 Strobe, 4 Cab shield, 2 Rear Posts
- 1 Spreader Light
- Drive Side Shovel Bracket
- Pintle Plate w. D Rings
- 7 Pole Trailer Socket
- Window Built in To Bulkhead of Body

**HYDRAULICS**

Walsh 3 Spool Hydraulic System

- Transmission Mount PTO/Pump
- Dual Knob Spreader Control
- High Quality Cables + Controls
- HD Hydraulic Hoses
- 2 Year Hydraulic Warranty

**PLOW**

Western 9' Pro Plus Plow

- Rubber Deflector
- LED Plow Lights
- Carbide Cutting Edges
- Install Restrictor to Plow Control to Reduce Function Speed-Angle & Lift?

**SPREADER**

SADS-3 Swenson Tailgate Spreader

- Hydraulic
- Direct Drive
- 6" Auger
- 304 Stainless Steel

**OPTIONS**

- Add bug shield
- Add front grille strobe lights
- Add back up lights

Note: If a backup camera is provided by the dealer, but not installed, there will be a \$100 additional charge to install.

Upfit Package for above equipment: **\$57,382**

**Best Regards,**

Treven Kraus  
Stephenson Equipment  
TK/ KF

*RW1*

**Price Subject to Change After 30 Days**

**Prebuild: Yes or No**

Approval: \_\_\_\_\_  
Date: \_\_\_\_\_ PO#: \_\_\_\_\_

**Lori Miller**

---

**From:** Bob Ausman <hossman1219@gmail.com>  
**Sent:** Wednesday, February 14, 2024 10:58 AM  
**To:** Lori Miller  
**Subject:** Fwd: Ford F600 Warranties

Sent from my iPhone

Begin forwarded message:

**From:** Treven Kraus <TKraus@stephensorequipment.com>  
**Date:** February 14, 2024 at 10:30:51 AM EST  
**To:** hossman1219@gmail.com  
**Subject:** Ford F600 Warranties

## Warranty

### Standard Warranty

<i>Basic Warranty</i> Basic warranty	36 months/36,000 miles
<i>Powertrain Warranty</i> Powertrain warranty	60 months/60,000 miles
<i>Corrosion Perforation</i> Corrosion perforation warranty	60 months/unlimited
<i>Roadside Assistance Warranty</i> Roadside warranty	60 months/60,000 miles

### Additional Warranty

<i>Diesel Engine Warranty</i> Diesel engine warranty	60 months/100,000 miles
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**Treven Kraus**  
*Public Works and Infrastructure Product Manager*  
**Stephenson Equipment, Inc.**  
796 Unionville Rd Prospect, Pa 18052  
**Mobile:** 724-496-8457  
[tkraus@stephensorequipment.com](mailto:tkraus@stephensorequipment.com)  
[www.stephensorequipment.com](http://www.stephensorequipment.com)



PW 2

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2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425

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**Client Proposal**

Prepared by:

Gregory Pennington

Office: 412-481-9600x1019

Email: [gpennington@alleghenytrucks.com](mailto:gpennington@alleghenytrucks.com)

Quote ID: 3028

Date: 01/29/2024

*PW 3*



Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street, Pittsburgh, Pennsylvania, 15203

Office: 412-481-9600



Prepared by: Gregory Pennington  
01/29/2024

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |  
15203

2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 3028

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*AW 4*



Prepared by: Gregory Pennington  
01/29/2024

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |  
15203

2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 3028

## Warranty

### Standard Warranty

*Basic Warranty*

Basic warranty

36 months/36,000 miles

*Powertrain Warranty*

Powertrain warranty

60 months/60,000 miles

*Corrosion Perforation*

Corrosion perforation warranty

60 months/unlimited

*Roadside Assistance Warranty*

Roadside warranty

60 months/60,000 miles

### Additional Warranty

*Diesel Engine Warranty*

Diesel engine warranty

60 months/100,000 miles

*PW 5*

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Gregory Pennington  
01/29/2024

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |  
15203

2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 3028

## As Configured Vehicle

### Description

#### Base Vehicle

Base Vehicle Price (F5H)

#### Packages

##### Order Code 660A

Includes:

- Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road
- Wheels: 19.5" x 6" Argent Painted Steel  
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat  
Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player  
Includes 4 speakers.
- SYNC 4 Communications & Entertainment System  
Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

#### Powertrain

##### Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.

Includes:

- Dual 68 AH/65 AGM Battery

##### Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.

##### Limited Slip w/4.30 Axle Ratio

##### GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.

#### Wheels & Tires

##### Tires: 225/70Rx19.5G BSW Traction

Includes 4 traction tires on the rear and 2 A/P tires on the front.

##### Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

#### Seats & Seat Trim

##### HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.

PWG

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Prepared by: Gregory Pennington  
01/29/2024

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |  
15203

2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 3028

## As Configured Vehicle (cont'd)

### Description

#### Other Options

##### Monotone Paint Application

##### 145" Wheelbase

##### Radio: AM/FM Stereo w/MP3 Player

*Includes 4 speakers.*

*Includes:*

*- SYNC 4 Communications & Entertainment System*

*Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.*

##### XL Chrome Package

*Includes:*

*- Chrome Front Bumper*

*- Bright Grille*

*- Remote Start*

*- Halogen Fog Lamps*

##### Snow Plow Prep Package

*Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.*

*Includes:*

*- 350 Amp Dual Alternators*

*Includes 190 Amp + 160 Amp.*

##### High Capacity Trailer Tow Package

*Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.*

##### Engine Block Heater

##### Dual 68 AH/65 AGM Battery

##### 350 Amp Dual Alternators

*Includes 190 Amp + 160 Amp.*

##### Platform Running Boards

##### Front License Plate Bracket

Standard in states requiring 2 license plates and optional to all others.

##### Rear View Camera & Prep Kit

*Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*

##### 110V/400W Outlet

*AW 7*

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2024 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 3028

## As Configured Vehicle (cont'd)

### Description

*Includes 1 in-dash mounted outlet.*

### Fleet Options

#### Fleet Customer Powertrain Limited Warranty

#### Requires valid FIN code.

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

### Emissions

#### 50-State Emissions System

### Exterior Color

#### Oxford White

### Interior Color

#### Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

### Upfit Options

COSTARS # 025-E22-531

PW 8

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## Pricing Summary - Single Vehicle

	<b>INVOICE</b>
<i>Vehicle Pricing</i>	\$69,879.00
<b>Total</b>	<b>\$69,879.00</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

PW 9

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# Spring Cleaning: Permits, Yard Waste

## Pool Permits and Safety



Since the Covid-19 Pandemic, portable above ground pools have become a nightmare for Code Officials everywhere. There are a lot of different shapes and sizes being sold in the big box stores, home improvement stores, and Amazon, all of which are offering reasonable inexpensive prices and access. This is where the problem arises: when purchasing one of these pools, there is no mention of the codes and zoning that is involved in installing your pool at your home.

Each community has different zoning setbacks, but all communities follow the International Swimming Pool and Spa Code. All swimming pools that are four (4) feet or greater in height act as their own barrier until you have a ladder or deck to enter the pool. All pools that hold between two (2) feet and four (4) feet of water are required to meet all barrier codes.

These barrier codes will vary depending on the route used to enter the pool. In Castle Shannon, our ordinances dictate that you must show on a property survey that your pool is placed ten (10) feet in from your property line. You must also fill out a zoning permit application. These ordinances and permits aren't to keep you from having a pool; they are made to keep yourself, children, and animals safe.

There are too many drownings in home pools and spas, with hundreds of children each year dying. 73% of all reported fatal drownings involved children under the age of 5. On average, children under 5 represent 80% of youngsters treated in U.S. emergency departments for pool or hot tub related non-fatal injuries. Two-thirds of fatal pool or spa drownings occurred at a home, and drowning is the leading cause of unintentional death among 1-4 year olds. All statistics come from the U.S. Consumer Product Safety Commission (CSPSC) reporting.

Before investing in a pool, make sure you're aware of and complying by your community codes and zoning guidelines. There is a much greater expense than just purchasing an inexpensive pool, and you'll want to know the requirements before jumping in.



Instead of purchasing a home pool, consider looking into **Castle Shannon's** partnership with **Dormont Pool!** Castle Shannon pays 50% of the season passes for our residents.

This is the cheapest, and safest, alternative to a home pool or spa.

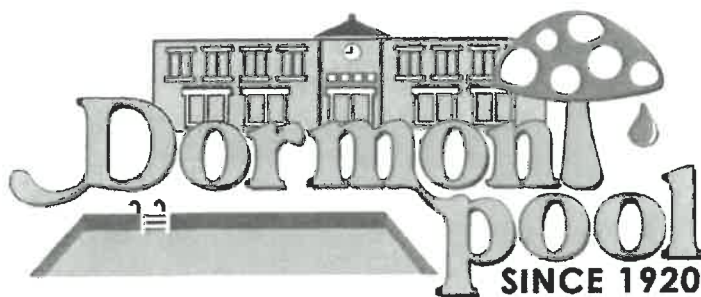
Current resident season passes with the discount are priced at:

Child: \$42.50

Adult: \$52.50

Family: \$92.50

Senior \$35.00



Let's all have a safe and healthy summer!

Paul Vietmeier

Codes Official

*Mgr 1*

To register for a season pass at the Dormont Pool, please contact the Borough of Dormont at 412-561-8900x1 or email Beth Bachman at [bbachman@boro.dormont.pa.us](mailto:bbachman@boro.dormont.pa.us)





1444 Hillsdale Avenue  
 Pittsburgh, PA 15216-2019  
 (412) 561-8900  
 FAX (412) 561-7805  
 www.boro.dormont.pa.us

Borough Manager - Benjamin Estell  
 Mayor - Jason Walsh  
 Solicitor - Cafardi Ferguson Wyrick + Weis, LLC  
 Members of Council  
 President - Daniele Ventresca  
 Vice President - Jen Mazzocco  
 Kate Abel  
 Ilene Dubin  
 Brandon Ledford  
 Chris Rieger  
 Alvaro Varela

9/21/2023

Invoice for Castle Shannon Pool Pass RecShare Program

*2023  
 Invoice*

To:  
 Castle Shannon

Payable to: Borough of Dormont

	# Sold	Amount Discounted	Total
Family Passes	35	\$92.50	\$3,237.50
Adult Passes	5	\$52.50	\$262.50
Junior Passes	0	\$42.50	\$0
Senior Passes	7	\$35.00	\$245.00
<b>Total:</b>			<b>\$3,745.00</b>

Charges & Discounts	Amount
2023 Castle Shannon Adult Discount	-262.50
2023 Castle Shannon Family Discount	-3,237.50
2023 Castle Shannon Senior Discount	-245.00

Total Due: **\$3,745**

Check payable to:  
 Borough of Dormont

You can mail or drop check off to:

Borough of Dormont  
 RE: Dormont Pool  
 1444 Hillsdale Avenue  
 Suite 10  
 Pittsburgh, PA 15216

*mgr 2*

Any questions/concerns please reach out to Beth Bachman at [BBachman@boro.dormont.pa.us](mailto:BBachman@boro.dormont.pa.us) or 412-561-8900 ext 227